



Dale County Commission

Actions Taken by Chairman - March 24, 2020

The regularly scheduled meeting of the Dale County Commission was cancelled by Chairman Mark Blankenship due to public safety concerns regarding the COVID-19 pandemic. The public was notified on March 23, 2020.

The following actions were taken by Chairman Blankenship under the following Resolutions:

Resolution 2020-3-17-1, Emergency Closing of County Buildings and Cessation of Operations, that was approved by the Commission on March 17, 2020. See Exhibit 1.

Resolution 2020-3-17-2, Emergency Resolution Regarding the COVID-19 Pandemic that was approved by the Commission on March 17, 2020. See Exhibit 2.

APPROVED – COUNTY OFFICES CLOSED TO THE PUBLIC

On March 19, 2020, effective Monday, March 23, 2020, County offices will be closed to the Public. See Exhibit 3.

APPROVED – PERSONNEL

On March 24, 2020, approved William Bradley – Temporary Jailer– Jailer, VI – New Hire.

APPROVED – COPIER LEASE AGREEMENT - JAIL

On March 24, 2020, approved Cannon Lease Agreement for the Jail. See Exhibit 4.

APPROVED – TEMPORARY CHANGE TO PERSONNEL MANUAL

On March 24, 2020, approved a temporary change to the guidelines for Donation of Sick Leave. Suspension of section L under the Guidelines of Donation of Sick Leave. See Exhibit 5.

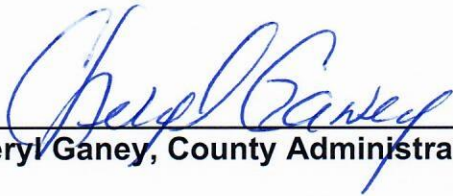
APPROVED – ADMINISTRATIVE LEAVE POLICY

On March 24, 2020, approved a Temporary Suspension and Amendment of Personnel Rules of the Dale County Commission. See Exhibit 6.



Mark Blankenship, Commission Chairman

ATTEST:



Cheryl Ganey, County Administrator

RESOLUTION NO.:

2020 3-17-1

RESOLUTION OF THE DALE COUNTY COMMISSION

EMERGENCY CLOSING OF COUNTY BUILDINGS AND CESSATION OF OPERATIONS

WHEREAS, Dale County Commission is concerned for the welfare and safety of the citizens of the county as well as employees working in the courthouse and county buildings; and

WHEREAS, the Dale County Commission recognizes that there are emergency situations that necessitate the closing of the courthouse and county buildings and the cessation of certain county operations; and

WHEREAS, the Dale County Commission recognizes that emergency closings of the courthouse and county buildings must be in accordance with the Code of Alabama, Section 31-9-10 (b) (6); and

WHEREAS, the Dale County Commission recognizes that in most emergency situations it is not possible to convene an emergency meeting of the Commission; and



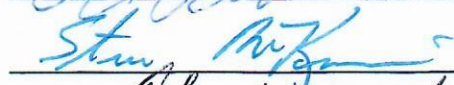


WHEREAS, the legislative body of the Dale County Commission recognizes that the Chairman of the County Commission is the appropriate County official authorized to act on behalf of the County in emergency matters;

NOW THEREFORE BE IT RESOLVED that the County Commission Chairman, after determining from reliable sources that an emergency exists, has the authority to close the Courthouse or other Dale County buildings and cease county operations in one or more offices or departments in the event that circumstances creating the emergency prohibit the County Commission from meeting to vote on the closing until such time that a meeting can safely be convened. If the Commission Chairman is unavailable, the following is the chain of command that is authorized to close the courthouse or other county buildings and cease county operations in emergency situations: Duly designated Acting Chairman, County Administrator, County Engineer.


BE IT FURTHER RESOLVED that the Commission Chairman or alternate shall instruct County Commission Office personnel to inform all department heads, appropriate Court Officials and the public of such closing.

This resolution is hereby passed and approved by Dale County Commission in official session on this the 17th day of March, 2020.

DALE COUNTY COMMISSION:

	Mark Blankenship, Chairman
	Chris Carroll, District 1
	Steve McKinnon, District 2
	Charles W. Gary, District 3
	Frankie Wilson, District 4

Attest:


Cheryl Ganey, Administrator

RESOLUTION NO.:

2020 - 3 - 17 - 2

**COUNTY OF DALE
STATE OF ALABAMA**

EMERGENCY RESOLUTION REGARDING THE COVID-19 PANDEMIC

WHEREAS, Dale County Commission is concerned for the welfare and safety of the citizens of the county as well as County Employees and Public Officials and; and

WHEREAS, A Federal and State Emergency has been declared regarding the 2020 Coronavirus Pandemic also known as the Covid-19 Virus and

WHEREAS, The Dale County Commission does also declare that an emergency does exist in Dale County as a result of the Virus and

WHEREAS, the Dale County Commission recognizes that as the Pandemic progresses it is possible that public officials and members of the public and media may become ill or quarantined and unavailable to attend public meetings and

WHEREAS, the Dale County Commission recognizes that the current Pandemic emergency may prevent regularly scheduled meetings of the Commission called to act upon ordinary county business and

WHEREAS, the legislative body of the Dale County Commission recognizes that the Chairman of the County Commission is the appropriate County official to act on behalf of the County in conducting regular and ordinary business in times of emergency;


NOW THEREFORE BE IT RESOLVED that the County Commission Chairman is hereby delegated with the authority- during the duration of this Covid-19 emergency- to act on behalf of the Commission when it cannot safely meet in carrying on the ordinary and regular business of the Commission which shall include, but not be limited to, the collection of funds, the payment of invoices and salaries, personnel matters, maintenance, County operations, County services and emergency management. Items of a permanent or substantial nature are reserved to the action of the Commission at regular or special meetings.


If the Commission Chairman is unavailable, the following is the chain of command that is authorized to conduct such county business on behalf of the Commission: 1. Duly authorized Acting Chairman, 2. County Administrator. All prior resolutions and actions of the Commission contrary to this directive are hereby rescinded or modified during the Covid-19 emergency.

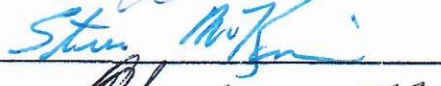
The purpose of this resolution is to clearly state that the Chairman or his alternate has the full and complete authority to act on behalf of the Commission in regard to the day to day operations of the Commission when the Commission itself is unable to do so because of the Pandemic emergency so declared by the Governor of Alabama and the President of the United States of America. The actions of the Chairman must be in accordance with State and Federal laws and any Orders of the Courts or Administrative Agencies and are subject to modification in the discretion of the Commission.

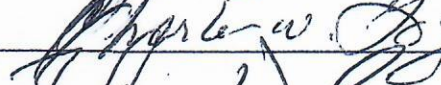
This resolution is hereby passed and approved by Dale County Commission in official session on this the 17 day of March 2020.


DALE COUNTY COMMISSION:












Attest:



Sheila Glaze
Commission Clerk



Commission Chairman
Mark Blankenship

Commissioners
Chis Carroll District 1
Steve McKinnon District 2
Charles W. Gary District 3
Frankie Wilson District 4

County Administrator
Cheryl Ganey

Exhibit 3

PUBLIC SERVICE ANNOUNCEMENT

COUNTY OFFICES WILL BE CLOSED TO THE PUBLIC

Effective Monday, March 23, 2020

To protect the public as well as our employees, Chairman Mark Blankenship has issued a directive that all County offices be closed to the public effective Monday, March 23, 2020 and the duration will be determined at a later date. However, the County will still operate via on-line service, mail, and drop off. Please see below for contact information.

REVENUE (Tag) P.O. Box 267, Ozark, AL 36361; 334-774-8427; eoutlaw111@gmail.com

- Tags can be renewed online at <https://www.dalecountyrevenue.com/> or by mail.
- Documentation can be left with the guards and the renewal will be mailed back to you, but do not drop off titles to be processed. We will accept March renewals only.
- No penalties on MARCH RENEWALS ONLY until after April 15.
- No satellite locations will be open at this time.

REVENUE (Property) P.O. Box 267, Ozark, AL 36361; 334-774-2226; eoutlaw111@gmail.com

- Property payments can be paid on-line or mailed in with CERTIFIED FUNDS ONLY for all delinquent taxes listed in the Southern Star. All taxes must be paid before April 22, 2020.

PROBATE (License, Recording) P.O. Box 580, Ozark, AL 36361; 334-774-2754 x-2; probatejudge@dalecountyal.org

- Website: www.dalecountyprobate.org
- Driver's license can be renewed online at www.alabamainteractive.org
- Please mail documents for recording to Dale County Probate Judge. Documents will be recorded and returned by mail. Please include a self-addressed stamped envelope.
- Public records can be viewed online at www.syscononline.com/remote.
- Conservation/Hunting and Fishing license can be purchased at www.outdooralabama.com

SOLID WASTE: 202 S. Hwy 123, Suite A, Ozark, AL 36360; 334-774-6212; garbagegirl26@yahoo.com

- Please use the drop box under the front porch or mail payments in.
- New sign-ups need to visit <http://dalecountyal.org/Departments/SolidWaste.aspx> and follow the on screen instructions.

ENGINEERING/ROAD & BRIDGE: 202 S. Hwy 123, Suite A, Ozark, AL 36360; 334-774-5875; dalecorb@ymail.com

COMMISSION : 202 S. Hwy 123, Suite C, Ozark, AL 36360; 334-774-6025.; admin@dalecountyal.org

SHERIFF: 334-774-5111; Renew permits on-line at www.daleso.com



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

UNIFIED LEASE AGREEMENT

#ULF S1070725.01

Salesperson: Charles V. Ezzell Jr.

Order Date: 3/9/2020

Customer ("You"): Customer Account: 2020572		Organization Information	
Company Legal Name: DALE COUNTY COMMISSION		Federal Tax Identification Number (TIN):	
Doing Business As:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
Billing Address: PO Box 279		<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
City: Ozark	County: DALE	<input type="checkbox"/> Non-Profit Corporation	<input checked="" type="checkbox"/> State or Local Government
State: AL	Zip: 36360	Phone: 334.774.5402	<input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____
Contact: Captain Ron Nelson		Fax:	
E-Mail: rnelson@daleso.com		Chief Executive Office and address for notices:	
		Address:	
		City:	State:
		Zip:	

Lease Information		Amount Due at Signing	
Lease Term 36 Months	# of Payments 36	Base \$ 89.50 +	Maintenance \$ 0.00 = Total \$ 89.50
Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		(* Plus applicable taxes)	
		End of Lease Term Purchase Option * <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)	TOTAL DUE AT SIGNING * \$ 0.00
		Check must accompany agreement	
		Tax Exempt <input checked="" type="checkbox"/> Yes (Attach certificate)	

Equipment Description: See Schedule A

Equipment Maintenance	Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment	<input type="checkbox"/> Included, except for Equipment excluded on Schedule A	<input type="checkbox"/> Declined	<input type="checkbox"/> Under separate agreement
Excess Per Image Charge Billing Cycle <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		Coverage Plan <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet	If adding to an existing fleet, applicable contract # _____ <input type="checkbox"/> Aggregate	
Consumables Inclusive <input checked="" type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____		Toner Fulfillment Method Customer order unless noted for Equipment on Schedule A**	PO Required <input type="checkbox"/> Yes PO# _____ <input checked="" type="checkbox"/> No	Charges See Schedule A

Personal Guaranty

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____
 Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____ Date: 3/25/20
 Printed Name: Mark B. Arkowship Title: Chairman
 CSA Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____

GENERAL TERMS AND CONDITIONS

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 **Listed Items; Commencement of Lease; Lessor.** CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"); and together with the Equipment and all replacements and additions thereto, "Listed Items" indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date"), and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 **Payments and Costs.** You shall pay to Lessor each billing period the fixed base and, if applicable, the fixed maintenance amounts and per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; the fixed maintenance amounts and the per image charges are the "CSA Payments", and all other Payments are the "Lessor Payments"). If you have opted for a ninety (90) day deferral of payments, then invoicing for all Payments, including excess per image charges, shall be quarterly, and no Payment shall be due for the first ninety (90) days following commencement of the initial term. For Long Sheet images over 38 4" the meter shall record a quantity of 2 images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1 (b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Lessor Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 **Purchase Options; Return.** (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1 00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may upon not less than 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Equipment. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1 00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of CSA Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Lessor Payment or \$250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Lessor Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60-day equivalent of Lessor Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Listed Items in good operating condition.

2. **MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1.** Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 **Covered Service.** (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance

SLS-107F CFS-1209 July 2019

services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid CSA Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 **Maintenance Term and Charges.** (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1 and applicable to the device). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. CSA may charge you a Supply Freight Fee to cover the cost of shipping supplies to you. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Base Charge and the Covered Images Included shall apply to all of the Equipment on Schedule A unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing fleet under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 **Non-Covered Service.** The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components, electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. **CSA CUSTOMER SATISFACTION POLICY.** If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the

replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor or any other disposition of the Equipment by you. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.) End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 Limitation of Liability. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES; OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. ADDITIONAL LEASE REQUIREMENTS

6.1 Warranty of Business Purpose; Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 Risk of loss; Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates of other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance and an administrative fee to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULTS; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or

any Guarantor to CSA or Lessor is incorrect in any material respect, or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Payments (other than per image charges) immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Lessor Payments then owed by you to Lessor; (ii) the present value of all remaining Lessor Payments for the full Lease Term; (iii) the Purchase Option price of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Lessor Payments shall be discounted at 3% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE, AND YOU IRREVOCABLY WAIVE ANY RIGHT OF NOTICE THEREOF. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. GENERAL

9.1 Choice of Law and Forum. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

<p>Address for notices to Canon Solutions America, Inc.: 300 Commerce Square Blvd Burlington, NJ 08016 Attn: Customer Service Department Phone: (800) 613-2228 Fax: (800) 220-4002 Email: customercare@csa.canon.com</p>	<p>Address for notices to Canon Financial Services, Inc.: 158 Gaither Drive, Suite 200 Mount Laurel, NJ 08054 Attn: Customer Service Department Phone: (800) 220-0330 Fax: (856) 813-5122 Email: customer@cfs.canon.com</p>
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9.5 USA PATRIOT Act; Credit information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

#ULF S1070725 01

Page 1 of 1

Customer Name: DALE COUNTY COMMISSION

Ship To Information

Delivery Address: 124 ADAMS ST DALE COUNTY JAIL		Connectivity Contact: Captain Ron Nelson	
City: OZARK	County: DALE	I/T Phone #: 334 774 5402	E-Mail: melson@daleso.com
State: AL	Zip: 36360-0314	Phone #: 334 774 5402	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: Captain Ron Nelson		Earliest Delivery Date: 3/24/2020	# of Steps: 0
E-Mail: melson@daleso.com		Hours of Operation: 9-5	
Special Instructions			

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information. If Maintenance is selected on the face page Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below					
3326C001	IRADV4535IV3	1		<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
1428C003	DADF-AV1	1		Covered Images Included		Start Meter		Excess per Image Charge	
2299C001	CABINET TYPE-Q	1		B & W	Color	B & W	Color	B & W	Color
1422C001	INNER 2WAY TRAY-L1	1		0				0	00870
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1		<input checked="" type="checkbox"/> Auto Toner Fulfillment ** (Requires imageWare Remote)					
3537V008	IMAGERUNNER ADV 4235/4225/4535I/4535I/4525I INSTA	1		Alternate Meter Read Method _____					
IntSupplies	Pre-Installed Supplies Installed in Machine	1							
				<input type="checkbox"/> Equipment excluded from Maintenance	<input type="checkbox"/> Corporate Advantage	<input type="checkbox"/> Equipment under separate MPS agreement			
				Covered Images Included		Start Meter		Excess per Image Charge	
				B & W	Color	B & W	Color	B & W	Color
				<input type="checkbox"/> Auto Toner Fulfillment ** (Requires imageWare Remote)					
				Alternate Meter Read Method _____					

Key to Meter Read Method: imageWARE Remote unless noted above (01) W = eManage website



CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800) 613-2228

**UNIFIED LEASE AGREEMENT
 ADDENDUM**

National IPA

Customer: DALE COUNTY COMMISSION		Related to Unified Lease Agreement – ULF#: S1070725	
Street Address: 124 ADAMS ST DALE COUNTY JAIL	City: OZARK	State: AL	Zip: 36360-0314
Equipment Description: (1) IRADV4535IV3;		Term: 36	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer, together with any Guarantors, have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

- Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

- It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
- In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
- CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's and any Guarantor's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

DALE COUNTY COMMISSION

By: _____
 Name: _____
 Title: _____
 Date: _____

By: Mark Blankenship
 Name: Mark Blankenship
 Title: Chairman
 Date: 3/25/20



CANON FINANCIAL SERVICES, INC. ("CFS")
 14904 Collections Center Dr.
 Chicago, Illinois 60693

Municipal Fiscal Funding Addendum

Agreement Number:	S1070725.01
Agreement Date:	3/9/2020

GOVERNMENTAL ENTITY	
Complete Legal Name	Dale County Commission ("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED	
Canon Financial Services, Inc. By _____ Title _____ Date _____	Customer By  Printed Name <u>Mark Blankenship</u> Title <u>Chairman</u>



CANON FINANCIAL SERVICES, INC. (CFS)
 Remittance address:
 14904 Collections Center Drive
 Chicago, Illinois 60693
 (800) 220-0200 www.cfs.canon.com

**Agreement Addendum
 PERSONAL PROPERTY TAX**

CFS-1123 (08/12)


Agreement Number:	1070725.01
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Customer: Dale County Commission

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Financial Services, Inc. ("CFS") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees, and other charges, in consideration of CFS waiving Customer's obligation to reimburse CFS for state and local personal property taxes on the Equipment, Customer agrees to pay CFS the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.
2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that CFS may accept a facsimile or other electronically transmitted copies of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

AGREED	AUTHORIZED CUSTOMER SIGNATURE
Canon Financial Services, Inc.	Customer: <u>Dale County Commission</u>
By: _____	By: 
Printed Name: _____	Printed Name: <u>Mark Blankenship</u>
Title: _____	Title: <u>Chairman</u>
Date: _____	

TEMPORARY CHANGE TO PERSONNEL MANUAL

- 1. Effective Tuesday, March 24, 2020 the following Personnel Rule will be temporarily suspended due to the COVID-19 Emergency. Section L of the guidelines for Donation of Sick Leave.**

Donation of Sick Leave

Section X

D. Types of Leave

2. Sick Leave

k. Sick Leave Donation Policy

Guidelines:

- L. The recipient nor the donor must not have been counseled or disciplined for an attendance violation within the past year and the recipient must have a minimum of 40 hours sick leave credit upon the onset of the serious medical conditions.**

- 2. Waived the requirement on the ten (10) calendar day posting notice for the above referenced.**

Approved by Chairman Mark Blankenship, pursuant to Resolution 2020-3-17-2, Emergency Resolution Regarding the COVID-19 Pandemic, on this date the 24th day of March, 2020.



Mark Blankenship, Chairman

TEMPORARY SUSPENSION AND AMENDMENT OF PERSONNEL RULES
OF THE DALE COUNTY COMMISSION

WHEREAS, the President of the United States declared a national emergency on March 13, 2020 due to the COVID-19 Coronavirus epidemic; and

WHEREAS, the Governor of Alabama States declared a state of emergency on March 13, 2020 due to the COVID-19 Coronavirus epidemic; and

WHEREAS, County Commissions have the power and authority to provide for the health and safety of persons, which includes county personnel;

WHEREAS, the Dale County Commission enacted an “EMERGENCY RESOLUTION REGARDING THE COVID-19 PANDEMIC” at its regular scheduled meeting on March 10, 2020, wherein the Commission delegated its authority to act in personnel matters and county operations to the Chairman during the time of this pandemic emergency,

NOW, THEREFORE, the following Temporary Personnel Policies for the COVID-19 Pandemic are hereby adopted for those persons subject to the personnel policies of the Dale County Commission:

1. All personnel who are considered to be in the CDC high risk category (which is currently people 60 or over with underlying health issues like heart disease, lung disease, diabetes, or any other type of illness that weakens the immune system) should remain at home for the next 14 days. You will be compensated your scheduled shifts.
2. All personnel who are exposed to a known case of COVID-19 shall report such to their appointing authority immediately and shall go home to self-isolate for 14 days. They must be clear of all coronavirus symptoms before returning to work. (This may change based on the CDC guidance and will be evaluated on a case by case basis). You will be compensated your scheduled shifts.
3. All personnel who test positive for a case of COVID-19 shall report such to their appointing authority immediately. You must have a negative COVID19 test to return to work. (This may change based on the CDC guidance and will be evaluated on a case by case basis). You will be compensated for your scheduled shifts
4. In order to help keep the hospital and doctors’ offices from being overwhelmed, the policy Section X.2.d.2 which requires a signed physician’s certificate after missing three consecutive days (shifts) is hereby suspended.
5. There is hereby established a Pandemic Temporary Administrative Leave and the Dale County personnel rules Section X.3 “Administrative Leave” are hereby amended to establish same as follows:

-Each county employee shall be granted 100 hours special administrative leave with pay to be used as directed by the Administrative office of the Commission, in consultation with department supervisors, for the purpose of minimizing the density of county workers so as to comply with CDC directives.

-Supervisors shall make recommendations as to alternating shifts, or staggering work days or hours, so as to limit work place close contact between employees. The recommendations shall be made to the County Administrator, who shall direct the use of the special leave with pay as necessary.

-The special leave with pay shall be granted to each employee until such time as the Federal and State Declaration of Emergency ends, a mandatory shut down of county government is ordered or a period of 90 days or the leave is exhausted which ever first occurs.

6. Restrictions on the donation of sick leave from one employee to another are hereby temporarily suspended.

7. All persons who are required to leave work because they are of CDC high risk category, or they are exposed to a known case of Covid-19 or they test positive for the Covid-19 virus, shall be compensated from their time away from work first with the Special Administrative Leave established herein and then from their own personal sick leave. Leave with pay after exhausting all Administrative Special and personal sick leave may be addressed with future modifications of the personnel policies.

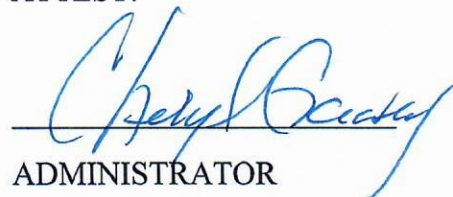
8. These amendment and suspensions of existing personnel policies are subject to State and Federal administrative rules, laws and orders and may be modified at any time by the Chairman or Commission.

Dated this the 24th day of March, 2020



CHAIRMAN

ATTEST:



ADMINISTRATOR