



Dale County Commission

Commission Meeting Minutes - July 9, 2019

The Dale County Commission convened in a regular session Tuesday, July 9, 2019. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:45am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

APPROVED – AGENDA

Commissioner McKinnon made a motion to approve the agenda.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – MEMORANDUM OF WARRANTS

Commissioner Wilson made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 83893-84032.
- Payroll Check Numbers: 154581-154585.
- Direct Deposit Check Numbers: 31344-31586.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – JUNE 25, 2019 MINUTES

Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on June 25, 2019.

Commissioner McKinnon seconded the motion, all voted aye. Motion carried.

APPROVED – CDBG GRANT – NEWTON WATER & SEWER

Commissioner Gary made a motion to approve a Resolution for a CDBG grant for Newton Water and Sewer Authority, Inc. See Exhibit 1.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – CAPITAL EXPENDITURE – AG-PLEX BUILDING

Commissioner McKinnon made a motion to approve expenditures in the amount of \$8,589.00, from the Capital Expenditure Fund 116, for the installation of a 7.5-ton heat pump at the Ag-Plex building.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – SURPLUS PROPERTY – SHERIFF

Commissioner Carroll made a motion to approve the surplus of the following:

- 1) Asset #3766, 2010 Ford F150, Vin#1FTFW1EVXAF18166

Commissioner McKinnon seconded the motion, all voted aye. Motion carried.

APPROVED – EQUIPMENT – MAINTENANCE

Commissioner McKinnon made a motion to approve the purchase of a new mower in lieu of paying a contractor for mowing (06/11/19, commission meeting) in the amount of \$9,199.00.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – EMPLOYEE TRAVEL

Commissioner McKinnon made a motion to approve the of the following:

Derek Brewer – NAFA Southern Regional Conference, Orange Beach, AL -
September 8-11, 2019 - \$725.00.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – VEHICLE/EQUIPMENT PURCHASE – ROAD & BRIDGE

Commissioner McKinnon made a motion to approve the purchase of the following items:

- Purchase (1) new Pitts TA 25 Equipment Trailer (\$23,900)
- Purchase (1) new full size F-150 4x4 crew cab (not to exceed \$32,000)
- Purchase (1) new full-size F-150 4x4 extended cab (not to exceed \$30,000)

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – SOLICIT BIDS – SOLID WASTE COLLECTION

Commissioner Gary made a motion to approve to solicit bids for Dale County's solid waste collection. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

TABLED – HERBICIDE SHED BIDS – ROAD & BRIDGE

Commissioner McKinnon made a motion to table approving the bid for the herbicide shed (budgeted to be paid under Capital Expenditure, Fund 116).

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – POSTING CHANGE – SAFETY MANUAL

Commissioner McKinnon made a motion to approve the posting of changes to Dale County's Safety Manual – Policy to Prohibit the Use of Tobacco Products. See Exhibit 3.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, July 23, 2019 at 9:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner McKinnon made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Mark Blankenship, Commission Chairman

WHEREAS, Dale County Commission, is hereby making known its intention to apply to the State of Alabama for a FY 2019 CDBG County Fund Grant under the provisions set forth in Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, the request for Community Development Block Grant assistance adheres to the guidelines as set forth in the State of Alabama's Community Development Block Grant Final Statement, as well as, the provisions set forth in Title I of the Housing and Community Development Act of 1974, as revised; and,

WHEREAS, this legislative body of Dale County Commission recognizes Mark Blankenship, Chairman, as the appropriate County official authorized to act on behalf of the County in such dealings; and

WHEREAS, this body acknowledges that the Chairman's signature shall be binding upon Dale County Commission in such matters; and,

WHEREAS, Dale County Commission understands that the total estimated cost associated with the water system improvements on The Newton Water and Sewer Authority, Inc., which is in a CDBG eligible area within Dale County being applied, for is \$343,000.00, therefore,

BE IT HEREBY RESOLVED, by Dale County Commission, that the county approves the submission of the FY 2019 CDBG County Fund grant application requesting \$308,700.00 in federal grant assistance; and that this legislative body of Dale County, Alabama, hereby authorizes Mark Blankenship, Chairman of Dale County Commission, to act as the appropriate County Official on behalf of Dale County Commission in dealings with the State of Alabama and to sign any and all necessary application papers for the FY 2019 CDBG County Fund grant application as well as any necessary contracts and other agreements relative to the implementation of the proposed project should funding approval be secured by Dale County Commission.

BE IT FURTHER HEREBY RESOLVED by Dale County Commission, that the County commits the sum of \$34,300.00 in local cash matching funds to be provided through the Newton Water and Sewer Authority, Inc. to be used as Dale County Commission's local cash match obligation in conjunction with this request for FY 2019 CDBG assistance. Furthermore, Dale County Commission understands that said funds are to be utilized to compliment the FY 2019 CDBG funds being requested for the purpose of bringing the proposed project to fruition.

This resolution is hereby passed and approved by Dale County Commission in official session on this the 9th day of July, 2019.



Mark Blankenship, Chairman

(SEAL)



Cheryl Ganey, County Administrator

STATE OF ALABAMA
DALE COUNTY

BID SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES.

The following are bid specifications for competitively bid residential solid waste collection services in Dale County, Alabama. All contractors who are interested in submitting bids shall follow the specifications and, if successful, should expect that a contract will be entered into between the Contractor and the Dale County Commission which incorporates the following terms, conditions and contract language:

1. **SCOPE OF WORK:** As of the Service Commencement Date and subject to the terms and conditions of this Contract, the County grants to the Contractor the right, franchise and obligation to provide residential solid waste collection services within the Collection Area. In accordance with the terms of this Agreement, the Contractor shall collect all Solid Waste of each residence in the Collection Area. The County agrees to use its best efforts to protect Contractor's rights under this Agreement.

2. **TERM/TERMINATION:** Unless renewed as provided herein or terminated as provided herein, the term of this Agreement shall be for an initial three (3) year period beginning on the Service Commencement Date; provided, however, that this Agreement may be canceled as provided in Sec. 22-27-5(a) Code of Alabama, 1975, as amended, upon finding by the Dale County Compliance Officer and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in Dale County, Alabama.

3. **OPTION TO RENEW:** This Agreement shall be automatically extended for an additional term of three (3) years, under the same terms and conditions of this agreement unless written notice of intent to non-renew is sent by certified mail from one party to the other party stating intent to non-renew no less than 90 days prior to the expiration date of the original contract. In event Contractor requires material changes in the terms and conditions of the extension, the contract term shall terminate and will be required to be publicly re-bid.

4. **COLLECTION SERVICE:** The Contractor shall collect and dispose of Solid Waste from each Residence in the Collection Area. Dale County

has mandatory participation consisting of approximately 6331 active customers, customers with additional cans and exempt residents and entities; also including the Town of Level Plains, Clayhatchee, and Holiday Village Trailer Park. Solid Waste shall be collected by the Contractor at curb side once per week. "Back Door" service will be provided at no additional charge to homebound and/or disabled persons upon request and with the approval of the Dale County Compliance Officer.

5. **ROUTES OF COLLECTION:** Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the County for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time ask the County to approve changes in routes or days of collection, which approval shall not be unreasonably withheld.

6. **HOURS:** Collections shall be made in residential areas no earlier than 6:00 A.M., with no service on Sunday, except in the time of emergency or to maintain schedules due to Holidays. Confirmation of a state of emergency must be made by the County.

7. **SPILLAGE AND LITTER:** The Contractor shall not litter the premises in the process of making collections.

8. **APPROVED CONTAINERS:** Residential customers shall place all Solid Waste in an approved container. See Sec. 29 (Roll-out Cart Container)

9. **EXTRA-ORDINARY MATERIALS:** The Contractor shall have no obligation to collect or dispose of Excluded Waste. The rates set forth in this Agreement shall be for the collection of Solid Waste only, and the Contractor may reject any furniture or appliances unless they will fit into the 95-gallon (minimum) container.

10. **COLLECTION EQUIPMENT:** The Contractor shall always have on hand, in good working order, packer type equipment approved by the Dale County Health Department that permits the Contractor, adequately and efficiently, to perform its duties hereunder. Collection equipment may consist of either fully automated or semi-automated lift systems. Each vehicle shall have clearly visible on each side, the vehicle number and the Name and telephone number of the contractor.

Contractor shall be allowed to park its vehicles and other collection equipment on County property adjacent to the Dale County landfill.

10.1 **HAULING:** All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

11. **ANSWERING SERVICE:** The Contractor shall, at its expense, maintain a toll free telephone number listed in the name in which it

does business, and it shall be manned Monday through Friday, 8:00 a.m. to 5:00 p.m. for those who need to contact it and so that local residents or customers may register service complaints.

12. CONTRACTOR'S RELATION TO THE COUNTY: The Contractor is an independent Contractor and shall be in no respect, an agent, servant or employee of the County. Contractor shall be required to pay all federal, state and local sales taxes, license taxes, Social Security taxes and taxes of any kind which may be chargeable against the labor, material, equipment or other necessary items in the performance of this Agreement.

13. MISSED GARBAGE: Missed garbage is defined as solid waste not collected within three working days of scheduled pick-up day. Contractor shall report all missed garbage to the County. The County shall report all missed garbage to the Contractor. Contractor shall be assessed liquidated damages for all missed garbage. As liquidated damages, the Contractor agrees to credit the County for each residential unit whose garbage was missed, the amount of \$25.00, for each missed garbage occurrence. The County will deduct said amount from payment due the Contractor.

14. DISPOSAL: Solid Waste collected by Contractor shall be hauled to and disposed of at any Southeast Alabama Solid Waste Authority Transfer Station, unless otherwise instructed by Dale County in writing.

15. CHARGES AND RATES: For the collection of Solid Waste required to be performed under the terms of the contract, the Lump Sum Fee for collecting waste from all Residential Units within collection area for once per week pick-up using roll-out containers shall be: Option 1: The fee for such service with Contractor providing containers shall be _____ per solid waste pickup per month (**BID AMOUNT 1**). Option 2: The fee for such service with County providing containers shall be _____ per solid waste pickup per month (**BID AMOUNT 2**). Contractor is encouraged to bid both options but may bid one or both options and County may choose which option to accept in its discretion. County's right to select bidder options shall be solely within its discretion and County reserves the right to reject any and all bids for any reason. Contractor shall collect solid waste from each residence within the collection area. The contractor shall not make any additional charges to the residential units or to Dale County for providing any of the services included in this Agreement other than those stated above.

The County will direct the Contractor to the address of each account. The Contractor shall only allow shared service to all residential units that qualify for shared service in accordance with Alabama State Law. The Dale County Compliance Officer shall review and approve all shared service requests.

15a. FUEL ADJUSTMENTS. The base price of diesel fuel for this contract is set for \$_____ per gallon (established at the time of the contract execution). In the event of a sustained increase in the price of Gulf Coast diesel fuel as established by reference to the Energy Information Administration at www.eia.doe.gov. Contractor shall be entitled to an upward fuel cost surcharge in the amount of 3% of the contract base bid price for each whole \$1.00 of increase. Likewise, in the event of a decrease in said fuel price the Contractor shall provide a rebate to the County in a like percentage for every whole \$1.00 in decrease. Surcharges and rebates are to be calculated on Jan. 1st and July 1st of each year and the fuel price on that date shall be the amount used for adjustment calculations.

15b. TIPPING FEE ADJUSTMENTS. In the event the Solid Waste Authority legally increases the tipping fees for disposal of solid waste and the Contractor can demonstrate that it is adversely affected thereby, Contractor may apply to the County for a comparable increase in the bid price and the county shall not unreasonably deny same

The contractor shall not make any additional charges to the residential units or to Dale County for providing any of the services included in this agreement other than those stated above.

The County will direct the Contractor to the address of each account and provide a list of the customers. The Contractor shall only allow shared service to all residential units that qualify for shared service in accordance with Alabama State Law. The Dale County Compliance Officer shall review and approve all shared service requests.

16. COLLECTION LOCATION: All residences shall place household solid waste in furnished 95-gallon (minimum) roll-out carts at the curb side of the intersection of their private driveway or road and the County maintained public thoroughfares. The container shall be placed at this location prior to the scheduled collection time and shall be readily accessible to the Contractor's personnel and collection vehicles. The Contractor shall not be responsible for missed containers that are not at the collection location at the scheduled time for collection.

17. BILLING AND PAYMENTS: The Dale County Commission shall be responsible for billing the residential customers monthly. The County will pay the Contractor monthly. The Contractor shall be paid by the 15th day of the month for each billing cycle. It shall be the County's responsibility to collect all fees, including overdue fees and late charges. The Contractor shall continue to pick up garbage at delinquent residences until instructed otherwise by the Dale County Compliance Officer.

18. FEES: OMIT

19. NOTIFICATION OF COUNTY: The Contractor shall notify the County about complaints, complaint procedures, complaint resolutions, regulations, day(s) of collection, routes, route changes, holiday schedules, and any proposed changes, etc.

20. CONTRACTOR'S PERSONNEL: Dale County shall have the right to request the dismissal of any employee of the Contractor who has demonstrated conduct that is negligent, wanton, illegal or discourteous in the performance of his/her duties, however, nothing contained herein shall submit Dale County to liability for the actions of said employee or the failure to request such dismissal as all such personnel decisions shall ultimately be the sole responsibility of the Contractor. Contractor shall provide Equal Employment Opportunities as prescribed by law.

The Contractor shall provide adequate quantity of qualified and trained employees on a collection vehicle during the performance of their services as outlined in this Agreement.

21. STANDARD OF PERFORMANCE: In the event the Contractor continues to collect household solid waste but fails to completely comply with the provisions of the Agreement, then the following steps will be taken:

(A) The County shall give the Contractor notice in writing sent by Certified Mail, outlining any and all correctable deficiencies or breaches of contract. A thirty (30) day period will be given the Contractor to correct these deficiencies and regain compliance with the contract to the satisfaction of the Dale County Compliance Officer.

(B) In the event the deficiencies are not corrected within the Thirty (30) day period as outlined in sub-paragraph (a), the County shall have the right to cancel and terminate this contract. Whether or not the deficiencies have been corrected and compliance regained is to be left to the absolute discretion of, and to be a joint decision of, the Dale County Compliance Officer and the State Health Department, jointly, without liability of its members in making such determination.

(C) Due to the nature of the business to be conducted under the contract and health concerns associated with the failure to collect household garbage, should Contractor cease the full or partial collection of residential solid waste for any reason and for any length of time, Dale County shall have the right under emergency circumstances to immediately suspend or cancel the contract and enact measures to assume Contractor's obligations by in-house collection of solid waste for its customers or to employ other persons, firms or corporations to service its customers. In the event of the cessation of collection by Contractor and the emergency assumption of Contractor's obligations by Dale County, notwithstanding any other provisions of the contract,

Contractor shall be liable for all damages incurred to Dale County by reason thereof.

22. **BANKRUPTCY:** It is agreed that if the Contractor files for bankruptcy, either voluntarily or involuntarily, then the County may terminate the Contract effective on the day and at the time the bankruptcy petition is filed.

23. **COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under the Contract in compliance with all applicable federal, state or local laws, rules and regulations regulating solid waste collection and disposal.

24. **ILLEGAL PROVISIONS:** Refer to paragraph 39.

25. **PERMITS AND LICENSES:** The Contractor shall obtain at its own expense all permits and licenses required by law, regulation or resolution, and maintain same in full force and effect.

26. **PERFORMANCE BONDS:** The Contractor shall furnish to the County a Performance Bond in the principal amount of \$500,000 for the faithful performance of the Contract and all obligations arising hereunder. The Performance Bond shall be executed by a surety company licensed to do business in the State of Alabama and Dale County shall be named as the entity to be indemnified.

27. **WORKER'S COMPENSATION INSURANCE:** The Contractor shall provide and maintain for the life of the Contract, Worker's Compensation Insurance, in accordance with laws of the State of Alabama, for all its employees. A Certificate of insurance shall always be filed with the County by the insurance carrier showing such insurance to be in force.

28. **LIABILITY INSURANCE:** The Contractor shall provide and maintain during the life of the Contract, Liability and Property Damage Insurance and Umbrella Coverage in the following amounts, to protect itself, its agents, its employees, and the County from claims for damages for personal injury, including wrongful death and property damage that may arise from operations under this Contract, whether such operations are performed by itself or its employees. The policy or policies shall name the County as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without the expressed written consent of the County. The aforesaid insurance shall be written by companies authorized to do business in the State of Alabama:

Public Liability	-	\$1,000,000 each occurrence
BI/Property Damage	-	\$1,000,000 each occurrence
Umbrella Liability	-	\$5,000,000 per each occurrence

A Certificate of insurance shall always be filed with the County by the insurance carrier showing such insurance to be in force and Dale County and its officers and agents shall be named as an additional insured.

29. ROLL-OUT CART CONTAINER: In the event Option 1 is selected by County pursuant to para. 15 above, Contractor shall provide and deliver One (1) approved 95-gallon (minimum) cart per customer made of heavy duty, rotational molded, medium density plastic, compatible with automated and semi-automated lift systems. Containers shall contain no inscriptions or identifying markings or names other than those approved by County in advance of distribution. In the event Contractor provides containers, the County is not responsible for delivering and/or maintaining said containers. At the conclusion of this contract, or the extension thereof, all containers furnished to customers shall remain the property of the entity that furnished them.

29.1. CART DELIVERY AND MAINTENANCE: In the event Contractor supplies containers, then Contractor shall repair or replace damaged containers within ten (10) working days of receiving notice of said damage. If the containers remain undelivered, unrepaired or unreplaced, then the Contractor shall be assessed liquidated damages, which the Contractor agrees to credit the County, for each residential unit so affected in the amount of \$25.00, and \$25.00 for each following month the container remains undelivered or unrepaired or unreplaced. Damage is defined as anything rendering the container unusable as to its intended use (i.e. lids, wheels, etc.). In the event County supplies containers under Option 2, para. 15, Contractor shall notify County immediately of any damaged containers identified on the pick-up routes and County shall within 10 days repair or replace said containers and deliver same to the affected customer.

30. EFFECTIVE DATE: The Contract shall become effective and the Contractor shall begin collection of the solid wastes as covered herein as of the Service Commencement Date, which date shall be established by coordination between Contractor and Dale County.

31. HOLIDAYS: Contractor may observe the same holidays as the Southeast Alabama Solid Waste Authority. If Contractor wishes to collect Solid Waste on days that the Southeast Alabama Solid Waste Authority observes a holiday, Contractor, at its option, may collect solid waste on observed holidays or reschedule holiday pick-up within the same week the holiday falls. The Contractor shall provide advanced notification to all active customers of any schedule changes by placing notification on each container one week prior to scheduled change in service.

32. INDEMNITIES: County's Indemnification. Contractor does hereby indemnify and hold the County harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney's fees incurred or caused solely by the negligent acts of

Contractor or it's officers, agents or employees during the term of this Agreement or any misrepresentation by the Contractor or breach of this Agreement.

Contractor's Indemnification. The County, insofar as allowed by law, does hereby indemnify and hold the Contractor harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney's fees incurred or caused solely by the negligent acts of Dale County or its officers, agents or employees during the term of this Agreement or any misrepresentation by Dale County or breach of this Agreement.

33. SOLID WASTE PLAN: The County represents and warrants that: (a) this Agreement is in accordance with the Solid Waste Management Plan for the County, (b) notwithstanding anything in said plan to the contrary or any other resolution of the County, in the event the Regional Planning Commission or the Alabama Department of Environmental Management shall determine that such Solid Waste Management Plan is inconsistent with this Agreement or otherwise defective, then the County does hereby amend its current Solid Waste Management Plan, and (c) that the County will not amend its plan in any manner which is inconsistent with this Agreement without the prior written consent of the Contractor.

34. REPRESENTATIONS: The County makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) It has the power and authority to enter the Transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder;

(b) The execution and delivery of this Agreement on its part has been duly authorized by a resolution duly adopted by its governing body and by all other necessary actions.

The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) The Contractor is a corporation organized under the laws of the State of Alabama and has the power to enter into and to perform and observe the agreements and covenants contained in this Agreement; and,

(b) The Contractor has the power to fulfill and carry out the provisions of this Agreement; and,

(c) The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.

35. NOTICES: All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery,

telecopy, overnight courier or by registered mail or certified United States mail, return receipt requested, unless otherwise noted in this Agreement, addressed as follows:

To the County: Dale County Commission
Attention: Chairman
202 S. Hwy. 123, Suite C
Ozark, Alabama 36360

To the Contractor: _____

Change of address of either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, return receipt requested, as provided, unless otherwise noted in this Agreement.

36. ASSIGNMENT: Neither Party shall assign or transfer, or permit the assignment or transfer of, this Agreement or any rights hereunder, without the prior written consent of the other party.

37. FORCE MAJEURE: In the event either party to the contract is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then the obligations of that party shall be suspended during the continuance of any inability so caused by the event of Force Majeure, but for no longer period. The party affected will, to the extent that it may lawfully do so, use its reasonable best efforts to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreement and covenants hereunder. Any time that either party intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, said party shall notify the other party as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

38. INDEPENDENT CONTRACTOR; NO AGENCY: Contractor will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is not an agent of Contractor and is not empowered or authorized to obligate Contractor in any way.

39. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein

40. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Venue shall be Dale County, Alabama.

41. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the County and Contractor, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

42. SURVIVAL: All obligations hereunder, for the payment of money or otherwise, shall survive the termination of this Agreement until satisfied, discharged or waived.

43. DEFAULT; REMEDIES: Except as otherwise provided herein, and in addition to the terms stated in Para. 21 above, if either party breaches any of the material provisions of this Agreement and remains in default for a period of thirty (30) days after receiving written notice setting forth a detailed description of such default from any other party, unless a longer period of time is required to cure such breach and the party breaching or defaulting shall have commenced to cure such breach within said thirty (30) day period and pursues diligently to completion thereof, any other party may, at its option (I) terminate this Agreement as of any date which the said other party may select, provided said date is at least thirty (30) days after the end of the thirty (30) day period in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching party, or (iii) have recourse to any other right of remedy to which it may be entitled by law or at equity, including, but not limited to, specific performance, injunction or the right to recover all damages or loss suffered as a result of such permit cancellation, breach or default.

The above stated terms and conditions form the bid specifications upon which interested contractors should base their bid. The bidding process will be conducted under the competitive bid laws of the State of Alabama. The bids must comply specifically with said laws and specifications and bids

will be opened publicly by the Dale County Commission at such time is set by the Dale County Commission office. Bid bond and performance bonds will be required as established by the Commission. Prospective bidders may obtain the date and time of such bid opening from the Commission office and any other information required, including information on the bonds. Dale County reserves the right to reject all bids in its discretion.

DALE COUNTY

COMMISSION

PROPOSED CHANGE TO POLICY IN SAFETY MANUAL TO PROHIBIT THE USE OF TOBACCO PRODUCTS IN COUNTY OWNED OR LEASED VEHICLES.

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Purpose is amending proposed policy by removing all Smokeless tobacco and adding electronic cigarettes and vaping back in to be excluded on proposal.

CHANGES ARE IN BOLD

Purpose

To establish guidelines for the Dale County Commission which will promote a smoke-free/tobaccoless environment and ensure the comfort and well-being of the County employees and visitors to the County's buildings.

Policy

Dale County Commission, as the legal custodian of County property, recognizes its obligation to protect and encourage a positive image of health and well-being. Therefore, a restricted use policy has been established for visitors and employees providing for a smoke-free/tobaccoless environment. **This policy includes cigarettes, cigars, pipes and electronic cigarettes (vaping).** Every employee, official, or visitor who utilizes a County building or County vehicle is obligated to abide by these regulations.

Specifically, they are:

- A. **Employees, Officials and Visitors:**
Smoking will not be permitted in any County building. The Dale County Commission reserves the right to establish designated outdoor smoking areas to prevent smoke from entering a County building.
- B. **Notice to Public:**
Signs notifying the public of the County's no smoking policy shall be placed at the entrance and other prominent places throughout all County office buildings.
- C. **Smoking and vaping are prohibited in all County owned or leased vehicles.**
- D. **Enforcement:**
Whenever a violation of this smoking policy is observed, County employees should approach the person involved and inform the violator of the smoking regulations. This should be done in a courteous and tactful manner. If the violator is a person other than a County employee and does not cease to smoke, or if other problems arise, contact the Dale County Sheriff's Office. In the event that the violator is a County employee subject to the Rules and Regulations of the County's personnel system, the employee shall be disciplined as follows:

First Offense: Written Counseling

Second Offense: 3 Day Suspension

Third Offense: Termination of Employment

Posted 07/09/2019