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


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


Mark Blankenship, Commission Chairman

ATTEST:

Cheryl Ganey, County Administrator
RESOLUTION OF THE DALE COUNTY COMMISSION

EMERGENCY CLOSING OF COUNTY BUILDINGS AND CESSION 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 17th day of March 2020.

DALE COUNTY COMMISSION:

[Signatures]

Attest:

[Signature]
Sheila Glaze
Commission Clerk
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; eoutilaw111@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; eoutilaw111@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.alabamaintersactive.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.outdooralachama.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; daelecorb@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
UNIFIED LEASE AGREEMENT

#ULF S1070725.01

Salesperson: Charles V. Ezell Jr. Order Date: 3/9/2020

Customer ("You")

Company Legal Name: DALE COUNTY COMMISSION

Doing Business As:

Billing Address: PO Box 279

City: Ozark

State: AL

Contact: Captain Ron Nelson

E-Mail: melson@daleso.com

Organization Information

Federal Tax Identification Number (TIN):

- Corporation
- Limited Liability Company
- Partnership
- Limited Liability Partnership
- Non-Profit Corporation
- State or Local Government
- Sole Proprietorship
- If selected, complete Date of Birth

Chief Executive Office and address for notices:

Address: [ ]

City: [ ]

State: [ ]

Zip: [ ]

End of Lease Term Purchase Option: $1.00

Amount Due at Signing: $9.00

Check must accompany agreement

Lease Information

Lease Term: 36 Months

Base Payment

- $89.50

Maintenance

- $0.00

Total Payment

- $89.50

# of Payments: 36

TAX EXEMPT

Per month

Other

(Fair Market Value)

Renters/Owners: [ ]

Other:

Payment Frequency:

- Monthly
- Quarterly

Check the box next to the payment frequency you use.

Included for all Equipment Maintenance:

Included, except for Equipment excluded on Schedule A

Declined

Under separate agreement

Equipment Description: See Schedule A

Equipment

Maintenance

Select 1 option:

- Included for all Equipment
- Included, except for Equipment excluded on Schedule A
- Declined
- Under separate agreement

Consumables Inclusive:

- Yes
- No

Excess Per Image Charge Billing Cycle:

- Per month

Coverage Plan

- Per unit

- Fleet

- Aggregate

- If adding to an existing agreement, provide either a contract # or serial # under aggregate

Excess Per Image Charge Billing Cycle:

- Per month

Coverage Plan

- Per unit

- Fleet

- Aggregate

- If adding to an existing agreement, provide either a contract # or serial # under aggregate

Fleet Maintenance:

- Yes
- No

See Schedule A

Toner Fulfillment Method

PO Required

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 be personally liable for all Liabilities, whether by reason of 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 be restored for the purposes of this Guarantee to be deemed to have continued in existence, notwithstanding such application, and this Guarantee shall be enforceable to the same extent (including without limitation the same interest) as if such application had never been made. This Guarantee may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and on such termination shall cease to 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 Guarantee arising out of the Agreement or other transactions into prior to such date. Guarantors waive all defenses, demands, prepayments 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 notice of the incurring of indebtedness by Customer and the acceptance of this Guarantee, any notice of default, notice or demand, any notice of extension of time, any notice of the termination of this Guarantee and any notice of failure to perform. Guarantors further waive any notice of the failure to performance of the Agreement and any other agreement between Lessor (or CSA as assigned to Lessor) and Customer or any third party, may be made, granted and affected by Lessor without notice to Guarantors, and without in any manner affecting Guarantors' liability under this Guarantee.

 Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in enforcing the Guaranties or attempting to collect the Liabilities or any part thereof and in enforcing the Guaranties. THIS GUARANTY SHALL FOR ALL PURPOSES BE CONSTRUED AS 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 OR CSA CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS BY THEIR EXECUTION AND DELIVERY HEREOF IRREVOCABLY WAIVE OR גונן TO JURISDICTION OF SUCH COURTS AND ANY JUDGMENT TO WHICH THE GUARANTORS MAY BECOME SUBJECT TO THE VENUE AND CONVENIENCE OF SUCH FORUMS. GUARANTORS BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT OR JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guarantee 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: [ ] Date: [ ]

Printed Name: [ ]

Signature: [ ] Date: [ ]

Printed Name: [ ]

Signature: [ ] Date: [ ]

Printed Name: [ ]

Signature: [ ] Date: [ ]

Printed Name: [ ]

Signature: [ ] Date: [ ]

Printed Name: [ ]

Signature: [ ] Date: [ ]

Printed Name: [ ]

Signature: [ ] Date: [ ]

Printed Name: [ ]

Signature: [ ] Date: [ ]

Printed Name: [ ]

Signature: [ ] Date: [ ]

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM 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: [ ]

CSA Authorized Signature: [ ]

Date: [ ]

Page 1 of SLS-1075 CRF-1709 July 2016
LEASE OF EQUIPMENT AND SOFTWARE

1. List 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 ("Software") as more particularly described in your Offer/Proposal. You will be responsible to maintain the Equipment; you will be responsible for all costs, expenses, and liabilities arising out of the use of the Equipment and all replacements and additions thereto ("Listed Items") indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. ("Lessor").

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, as well as any other amounts permitted hereunder. When payment is due, you shall make such payment to Lessor in lawful money of the United States of America, in cash, certified or demand draft, or by bank wire transfer to the account designated by Lessor and as stated on your statement of account. Invoices shall be in a form that shall be clear and legible. The amount charged by Lessor shall be based on the sensitivities, functions, and features of the Equipment utilized, and other factors which are determined by the terms of this Agreement. You shall be responsible for all amounts due to Lessor under the terms and conditions of this Agreement. You agree that no accounts of payment will be audited. All invoices shall be paid within 10 business days of the date of the invoice. You will return all invoices that are not paid within 10 business days of the date of the invoice. Invoices shall be treated as final and uncorrectable. If you dispute an invoice, you must notify Lessor in writing within 10 days of receipt of the invoice. Invoices shall be payable in U.S. dollars.

3. Schedules, Equipment, and Software. Lessor will supply the Equipment and Software as described in this Agreement. The Equipment shall be new and符合 the specifications of this Agreement. Lessor shall warrant the Equipment under the terms and conditions of this Agreement. You may suspend or terminate the Equipment at any time for any reason, and you may request that the Equipment be returned to Lessor at any time for any reason. You may not make any modifications to the Equipment or Software without Lessor's prior written consent. Lessor shall have the right to inspect the Equipment at any time for any reason. You shall return the Equipment to Lessor upon the expiration or termination of this Agreement.

4. Modifications and Upgrades to Hardware. Lessor will provide you with updates and upgrades to the Equipment as necessary. You will be responsible for all costs associated with the installation of these updates and upgrades. You will be responsible for all costs associated with the removal of any updates or upgrades.

5. Maintenance, Repair, and Replacement. Lessor will provide you with maintenance, repair, and replacement services as necessary. You will be responsible for all costs associated with these services. Lessor will provide you with the maintenance, repair, and replacement services needed to keep the Equipment in good working condition. You will be responsible for all costs associated with the installation of any updates or upgrades.

6. defines and explains the terms and conditions of the lease agreement, including the responsibilities of both the lessor and the lessee. It covers various aspects of the lease, such as payment terms, equipment maintenance, and any legal agreements for the use of the equipment. The document is structured to ensure clarity and compliance with legal standards. The agreement outlines the rights and obligations of both parties, ensuring a clear understanding of the lease transaction. It is essential for both the lessor and the lessee to review the document thoroughly to ensure mutual agreement and understanding. The lease agreement is a legal contract that specifies the terms and conditions under which the equipment is leased, including payment terms, maintenance responsibilities, and other important aspects. This document serves as a reference for both parties throughout the lease period.
Exhibit 4
ULF # S1070725.01

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may be replaced or reprogrammed for purposes of reusing or repurposing 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 hereunder. If during the term of this Agreement you desire to discard the Data, you shall have the following obligations: (a) you will request in writing the release of such Data to you upon the return of the Equipment to CSA or Lessor or any other disposition of the Equipment by you; you are solely responsible for: (i) your compliance with any applicable privacy, data access, data deletion, and data retention and protection; and (ii) all decisions related to erasing or overwriting Data without limiting the foregoing, you should, where applicable, (i) enable the Hard Disk Drive (HDD) data erasure 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 "Initializied All Data Settings") function if found on the Equipment to perform a one pass overwriting of Data, or as soon after as is reasonably practicable, you may purchase an HDD Data Erase Kit (which may presently be available at a cost of $59) through any authorized supplier of Data for equipment not containing data erasure 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 employees, agents and suppliers from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments and fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this Agreement and any understanding 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 companion kit for the Equipment, the manufacturer’s warranty is provided by Canon USA spice. End user warranties, if any, for Lished software are provided solely by the developers or suppliers of the Lished software. So long as you are entitled to make such use of the Equipment, you will be solely responsible for making any repairs and/or replacements necessary for the repair, modification, and/or replacement of any part of the Equipment for which a warranty is given. Your limited warranty for the Equipment, if any, is hereby disclaimed by Lessor.

5.2 Limited 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 MANUFACTURING QUALITY WHICH IS REASONABLE FOR THE PURPOSE FOR WHICH THEY ARE PURCHASED AND PROTECTING ANY SUCH CLM, THE RIGHTS, IF ANY, WHICH LESSOR MAY HAVE UNDER ANY SUCH WARRANTIES FOR THE LISTED ITEMS.

5.3 Indemnification. You shall indemnify and hold Lessor harmless against any and all claims, costs, expenses, damages, losses, judgments, penalties, fines, and fees (including reasonable attorneys' fees) incurred in connection with the use, possession, or sale of the Equipment for which Lessor is liable under the obligations set forth in this Agreement. Each such claim shall be for the sole benefit of Lessor and shall not assure uninterrupted operation or use of any of the listed items.

5.4 Indemnification. You shall indemnify and hold Lessor harmless against any and all claims, costs, expenses, damages, losses, judgments, penalties, fines, and fees (including reasonable attorneys' fees) incurred in connection with the use, possession, or sale of the Equipment for which Lessor is liable under the obligations set forth in this Agreement. Each such claim shall be for the sole benefit of Lessor and shall not assure uninterrupted operation or use of any of the listed items.

6. WARRANTY OF BUSINESS PURPOSE: MAINTENANCE. You warrant that the items will not be used for personal, family or household purposes. If at any time for any reason whatsoever Lessor has reason to believe that the Equipment is not being used for business purposes, Lessor may terminate this Agreement immediately and, if Lessor, in its discretion, decides to do so, Lessor may, at its discretion, replace the Equipment in good order and supply the items. When required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed assigned.

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 $5,000.00 per occurrence and with comprehensive loss by any person or organization providing such insurance shall name Lessor as additional insured and loss payable and provide Lessor 30 days’ prior written notice of alteration or cancellation. You shall receive certificates or other evidence of such insurance and name Lessor as additional insured. You assign Lessor as your only agent in so far as to make claim for, receive payment of, and execute all endorsements, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance, Lessor shall notify you that the Equipment is to be covered by insurance at your expense.

7. UNLESS OTHERWISE AGREED, Lessor shall provide you with at least 15 days’ written notice before any such alteration or cancellation.

8. Joint and Several Liability. Assignment. If more than one lessee executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN THIS AGREEMENT WITHOUT WRITING. IF YOU DO NOT PROVIDE WRITING, YOU HAVE TERMINATED THIS AGREEMENT. Each item of equipment provided under this Agreement is a separate item of Equipment and each item of equipment shall be subject to a separate agreement.

9. Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent by 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 at any time. Notices shall be effective 3 days after delivery in the U.S. and 7 days after delivery in other countries. In the event of delivery by facsimile or other electronic transmission, you shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA or your authorized service representative.

10. General. This Agreement is the entire agreement between you and Lessor and contains the entire agreement between the parties, and supersedes any and all prior agreements, representations, and oral understandings. This Agreement and any amendment thereto shall be governed by the laws of the state of New York and any disputes between the parties shall be brought in the courts of said state.

11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the state of New York. Any action brought under this Agreement shall be brought in the courts of New York where Lessor is located and expressly consents to the jurisdiction of the courts of New York and the exclusive venue of these courts.

12. Venue; Waiver. You hereby consent to the exclusive jurisdiction of the Supreme Court of the State of New York and of any other court of competent jurisdiction.

13. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the state of New York. Any action brought under this Agreement shall be brought in the courts of New York where Lessor is located and expressly consents to the jurisdiction of the courts of New York and the exclusive venue of these courts.
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<td>Pre-Installed Supplies Installed in Machine</td>
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**Ship To Information**

- **Delivery Address**: 124 ADAMS ST DALE COUNTY JAIL
- **City**: OZARK
- **State**: AL
- **Zip**: 36360-0514
- **Phone**: 534-774-5402
- **Fax**: 534-774-5402
- **Contact**: Captain Ron Nelson

**Equipment and Software ("Listed Items")**

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<thead>
<tr>
<th>Item Code</th>
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<td>Pre-Installed Supplies Installed in Machine</td>
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**Equipment Maintenance Information**

- **Completed Information**: Customer,Ron Nelson, Phone 534-774-5402
- **Early Delivery Date**: 3/24/2020
- **Hours of Operation**: 9-5
- **Loading Dock**: Yes
- **Elevator**: Yes
- **Special Instructions**: Items according to the box.

**Equipment and Software**

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<th>Start Meter</th>
<th>Excess per Image Charge</th>
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**Alternate Meter Read Method**: ________

**Equipment Maintenance Information**

- **Equipment excluded from Maintenance**: Yes
- **Corporate Advantage**: Yes
- **Equipment under separate MPS agreement**: Yes

**Covered Images Included**

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**Alternate Meter Read Method**: ________

**Key to Meter Read Method**: If meter reads below, it reads below 0.

**Key to Meter Read Method**: If meter reads above, it reads above 0.
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:

1. 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 10-1-2016 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

2. 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.

3. 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.

4. 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: ________________________________   By: ________________________________
Name: _______________________________
Title: _______________________________
Date: _______________________________

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

CFS-1250 (7/19) Unified Lease Agreement Addendum – National IPA
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

| Customer |  
|------------------|------------------|
| Canon Financial Services, Inc. |  
| By |  
| Title |  
| Date |  
| Customer | Mark Blankenship |  
| By |  
| Printed Name | Chairman |  

CFS-2020 (06/12)
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
Canon Financial Services, Inc.

By: ________________________________
Printed Name: ________________________________
Title: ________________________________
Date: ________________________________

AUTHORIZED CUSTOMER SIGNATURE
Customer: Dale County Commission

By: ________________________________
Printed Name: ________________________________
Title: ________________________________

CFS-1123 (08/12)
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