

**MINUTES, LIMESTONE COUNTY COMMISSION, DECEMBER 19, 2022
COMMISSION MEETING MINUTES**

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Daryl Sammet, Danny Barksdale, Derrick Gatlin, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve the minutes of December 5, 2022.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Danny Barksdale, aye; Daryl Sammet, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the following claims:

12/06/2022	Check # 0068156	\$ 111,980.00
12/09/2022	Check # 0068157 - 0068260	\$ 774,688.87
12/15/2022	Check # 0068261	\$ VOID
12/15/2022	Check # 0068262	\$ 538.90
15/16/2022	Check # 0068263 – 0068327	\$ <u>584,001.22</u>
	Total:	\$ 1,471,136.99

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve a resolution authorizing the execution of a MOU between the Forever Wild Land Trust and the Limestone County Commission to receive an annual payment from the FWLT where lands owned by FWLT located in Limestone County, Alabama.

STATE OF ALABAMA

LIMESTONE COUNTY

RESOLUTION OF THE LIMESTONE COUNTY COMMISSION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE FOREVER WILD LAND TRUST and PROVIDING THAT CONTINUED FUNDING IS SUBJECT TO THE LEGAL AVAILABILITY OF FUNDS.

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WHEREAS, Amendment 543 of the Alabama Constitution of 1901 creates the Forever Wild Land Trust (FWLT) for the purpose of identifying, acquiring, managing, protecting and conserving natural lands and waters that are of environmental or recreational importance for the benefit of future generations; and

WHEREAS, the Board of Trustees for the Alabama Forever Wild Land Trust governs the FWLT, and is authorized at its discretion to cooperate and contract with County Commissions to accomplish the purposes and goals of Amendment 543, including to effect payment of reasonable fees in connection with such cooperation efforts; and

WHEREAS, the Board of Trustees, as the fiduciary for the FWLT, wishes to cooperate and enter into an agreement with each county in which FWLT owns acreage by paying, on an annual basis, a reasonable fee for the support, promotion, protection, and conservation of such lands within the county; and

WHEREAS, the Limestone County Commission recognizes that the proposed funding serves a valid and compelling public purpose; and

WHEREAS, the Limestone County Commission acknowledges that this proposed funding is subject to the legal availability of funds for this purpose in each fiscal year; and

WHEREAS, the Limestone County Commission agrees to participate in the funding opportunity and to comply with all terms and conditions of said Agreement, this Resolution, and related documents; and

NOW THEREFORE, BE IT RESOLVED that the Limestone County Commission specifically instructs and authorizes the Chairman of the Limestone County Commission or his/her designee to enter into the Agreement with the FWLT, and further authorizes the Chairman of the County Commission or his/her designee to execute any and all documents deemed necessary to effectuate the transfer of funds.

BE IT FURTHER RESOLVED that a copy of this Resolution be duly reflected upon the minutes of the December 19, 2022 meeting of the Limestone County Commission and be immediately forwarded to the State Lands Division of the Alabama Department of Conservation and Natural Resources.

This Resolution is effective immediately upon adoption.

Adopted this the 19th day of December 2022.

Collin Daly, Chairman

ATTEST: _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve a resolution authorizing the renewal of its participation in the Liability Fund for the calendar years 2024 through 2027.

ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA
LIABILITY SELF-INSURANCE FUND, INC.

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RESOLUTION

WHEREAS, County is a member of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. ("Liability Fund") for the contract period ending Dec. 31, 2023; and

WHEREAS, the County's participation in the Liability Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Liability Fund continues to be in the best interest of Limestone County and its officials and employees; and

WHEREAS, Limestone County would benefit by agreeing to extend its participation in the Liability Fund for an additional three-year period beginning Jan. 1, 2024 and concluding Dec. 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission that it renews its participation in the Liability Fund for calendar years 2024 through 2027 and hereby directs its Chair to immediately execute the 2024-2027 ACCA Liability Self-Insurance Fund, Inc. Participation Agreement.

Adopted this the 19th day Of December 2022.

County Commission Chairperson

The Chairman asked if there was any discussion. Chairman Daly stated that the work session agenda stated, "through 2026", but it should have stated "through 2027". The Administrator called the roll. LaDon Townsend, aye; Daryl Sammet, aye; Danny Barksdale, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve to enter into a MOU between the Alabama Forever Wild Land Trust and the Limestone County Commission.

MEMORANDUM OF UNDERSTANDING
between
THE ALABAMA FOREVER WILD LAND TRUST
and
THE LIMESTONE COUNTY COMMISSION

This Memorandum of Understanding ("Agreement") is made by and between the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA (pursuant to Amendment 543 to the Alabama Constitution of 1901), acting by and through the ALABAMA FOREVER WILD LAND TRUST (Forever Wild), hereinafter called the "FWLT," through its Board of Trustees, and the Limestone County Commission, hereinafter called the "COMMISSION." The FWLT and the COMMISSION are hereinafter collectively referred to as the "Parties." This Agreement is as follows:

I. PURPOSE AND SCOPE.

WHEREAS, Amendment 543 of the Alabama Constitution of 1901 creates the Forever

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Wild Land Trust (FWLT) for the purpose of identifying, acquiring, managing, protecting and preserving natural lands and waters that are of environmental or recreational importance for the benefit of future generations; and

WHEREAS, Amendment 543 declares that the promotion of proper balance between population growth, economic development, environmental protection, and ecological diversity is an express policy of the State of Alabama; and

WHEREAS, the Board of Trustees for the Alabama Forever Wild Land Trust pursuant to Amendment 543 governs the FWLT; and

WHEREAS, the Board of Trustees is authorized at its discretion to cooperate and contract with local governments to accomplish the purposes and goals of Amendment 543, including to effect payment of reasonable fees or expenses in connection with such cooperation efforts; and

WHEREAS, the Board of Trustees, as the fiduciary for the FWLT, wishes to cooperate with counties in which FWLT owns land by paying a reasonable fee to accomplish the purposes and goals of Amendment 543, including, but not limited to, the support, promotion, protection, and conservation of such lands within the county; and

WHEREAS, in its public meeting of May 5, 2022, the Board of Trustees considered whether to provide reasonable compensation to applicable counties, the calculation of which would be fair but would not create an undue administrative burden on FWLT; and

WHEREAS, such cooperative efforts between the FWLT and the county commissions for the counties in which the FWLT owns lands will ensure a proper balance between the need for continued economic development and the stewardship of the FWLT by facilitating the continued acquisition and conservation of land for future generations of Alabamians; and

WHEREAS, in its public meeting of May 5, 2022, the Board of Trustees voted and approved to make an annual payment from the FWLT available to local county governments where lands owned by FWLT are located;

NOW THEREFORE MUTUALLY AGREED, that in consideration of the mutual covenants and promises referred to herein, and in further consideration of the execution of the Agreement by the PARTIES hereto, and for all other good and valuable consideration, the receipt of which is specifically and directly acknowledged by both Parties, the FWLT and the COMMISSION agree as follows:

II. PARTIES' RESPONSIBILITIES.

1. The COMMISSION agrees to the following:

- (a) Adopt the Resolution attached hereto as Exhibit A approving this Agreement and authorizing its Chairperson or due designee to execute same.
- (b) Register as a vendor in the State of Alabama Accounting and Resource System (STAARS) prior to the submission of an invoice.
- (c) Timely submit to the Alabama Department of Conservation and Natural Resources (ADCNR):
 - i. The adopted Resolution.

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- ii. The executed Agreement.
- iii. A completed Invoice for Payment in the amount assessed by the State Lands Division of ADCNR, the template for which is attached as Exhibit B hereto.
- iv. A W-9 Form.
- v. For its first payment (Fiscal Year 2023), the Commission must submit the documentation to ADCNR by December 30, 2022.
- vi. For each subsequent fiscal year, the Commission must submit the documentation to ADCNR between October 1 and October 31.

(d) Promptly mail or send via overnight courier all documents to the attention of:

Patricia P. McCurdy
State Lands Director
Alabama Department of Conservation & Natural
Resources
64 North Union Street, Room 464
Montgomery, Alabama 36130

(e) Utilize the funds received from the FWLT in accordance with applicable laws.

2. The FWLT agrees to:

- (a) Make an annual payment of \$1.60 per acre, beginning with FWLT's Fiscal Year 2023, to each county where FWLT owns land, upon the execution of this Agreement and receipt of required documentation specified herein.
- (b) Conduct and provide to the respective counties, through the ADCNR State Lands Division, an annual calculation of the acreage owned by the FWLT in each participating county as of August 1 of each year.
- (c) Timely provide the counties the calculation of annual amounts due as assessed by the State Lands Division pursuant to this Agreement to facilitate submission by the Commission of its annual invoice pursuant to Paragraph 1 (c)iii.

III. TERM AND TERMINATION.

- 1. This Agreement shall become effective upon execution by both Parties and shall remain and continue in full force and effect until September 30, 2032 contingent upon the legal availability of funds, unless and until terminated in writing by either Party with advance written notice of 90 days to the other Party. This Agreement is subject to extension upon express written agreement of both Parties as allowed by law and subject to the continued legal availability of funds.

IV. GENERAL TERMS.

- 1. NON-ASSIGNABILITY: This Agreement may not be assigned or otherwise transferred without the express written consent of the Parties.
- 2. AUTHORITY TO EXECUTE: The COMMISSION warrants that its designee has the lawful authority to execute the Agreement.
- 3. AMENDMENT: This Agreement may be altered, supplemented, amended, or modified as necessary with the express written consent of the Parties.

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4. AVAILABILITY OF FUNDS: It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and legal availability of funds under the program for which this Agreement is awarded.
5. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the contract shall be deemed null and void.
6. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involve the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
7. IMMIGRATION: By signing this Agreement, the COMMISSION affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, the COMMISSION, if found to be in violation of this provision, shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
8. COMPLIANCE WITH LAWS: The COMMISSION agrees to comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in conducting activities pursuant to this Agreement.
9. RELEASE: The COMMISSION understands and agrees to release the FWLT, the Alabama Department of Conversation and Natural Resources, and related parties from liability and hereby waives its right to sue such entities regarding any and all claims resulting in economic loss or other damage as a result of or related in any way to the Agreement.
10. SEVERABILITY: Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
11. NO AGENCY: The COMMISSION understands and agrees it is not an agent of the State of Alabama by virtue of this Agreement.
12. RESERVATION OF RIGHTS: Except as otherwise expressly provided in this Agreement, the FWLT expressly reserves any and all rights and remedies available to it.
13. SUPERSEDES: The PARTIES represent that this Agreement supersedes all proposal, oral and written, all previous contracts, agreements, negotiations, and all other communications between the Parties with respect to the subject matter hereof.

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14. BOYCOTT: In compliance with Act 2016-312, the Commission hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
15. NOT ENTITLED TO MERIT SYSTEM: Commission understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System by virtue of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this the 19th day of December, 2022.

ALABAMA TRUST FUND FOR THE STATE OF ALABAMA (PURSUANT AMENDMENT 543 TO THE ALABAMA CONSTITUTION OF 1901)

BY: ALABAMA FOREVER WILD LAND TRUST:

Christopher M. Blankenship, Chairman

COUNTY COMMISSION:

Collin Daly, Chairman

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve Emergency Management Agency (AEMA) FY2022 Emergency Management Performance Grant (EMPG) Cooperative Agreement in the amount of \$42,266.00.

**ALABAMA EMERGENCY MANAGEMENT AGENCY (AEMA)
FY2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)
COOPERATIVE AGREEMENT (CA)**

1. Subrecipient:	Limestone County EMA
2 Effective Dates:	10/01/2021-09/30/2022
3. Issuing Agency:	Alabama Emergency Management Agency, 5898 County Road 41, P.O. Drawer 2160, Clanton, AL 35046-2160
4. FAIN:	EMA-2022-EP-00009
5. CA Number(s):	22EMF
6. Local Allocation Amount:	\$42,266.00
7. CFDA #:	97.042
8. Federal Award Date:	09/22/2022
9. Federal Award Type:	FY2022 EMPG

Subrecipient agrees to: (1) provide information requested by AEMA regarding the subrecipient's emergency management operation in a timely manner, (2) submit requests for reimbursement of expenditures incurred relative to this agreement using forms provided or approved by AEMA and utilize the AEMA Grants Management online portal; (3) present claims with clear

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and adequate supporting documentation as instructed by AEMA; (4) submit claims on a monthly basis within thirty (30) calendar days after the end of the month for which they are filed; (5) submit a | | claims relating to this grant by October 31, 2022; (6) provide information requested by AEMA concerning claimed expenditures within three (3) working days; (7) utilize funds for essential operating expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary and eligible operating costs; (8) make available to AEMA all EMPG related files and documentation for compliance monitoring and review; (9) comply with all reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance; and (10) contribute 50% of all costs submitted for reimbursement as a cash match consisting of payments made by the subrecipient.

The AEMA Director or his/her designated agent may elect to withhold, or, with a ten (10) day notice, withdraw all or part of this funding from the subrecipient for: (1) non-compliance with any portion of foe terms stated, referenced, or incorporated into this agreement; (2) failure to perform appropriately in an emergency situation; or, (3) allowing the position of local EMA Director to remain vacant for more than thirty (30) days without appointment of either a new Director or an Acting Director.

Eddie Gilbert 12-5-22

Local EMA Director (print name, sign, and initial each attached page) Date

Certification by County Authorizing Official:

I certify that I understand and agree to comply with the general and fiscal provisions of this agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and ail other applicable federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of foe Authorizing Official as they relate to the requirements of this agreement; that costs incurred prior to award of funds may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the subrecipient will not supplant other state or local funds budgeted for emergency management purposes.

Chief Elected Official (print name and sign) Date

Jeff Smitherman, Director, AEMA

**AGREEMENT ARTICLES
Emergency Management Performance Grant (EMPG)**

Subrecipient acknowledges and agrees to the following policies (full texts are incorporated by reference into the terms of this award) which includes the DHS Standard Terms and Conditions, which apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions apply to subrecipients unless an award term or condition

Federal and State Funding Regulations		
Article 1	OMB Guidance for Grants and Agreements 2 CFR Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to non-Federal Entities The principal set of rules and regulations issued by federal agencies regarding federal fending administration. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200, and adopted by USDHS at 2 CFR Part 3002.10.

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Article 2	Duplication of Benefits 2 CFR Part 200, Subpart E The 2021 DHS Standard Terms and Conditions	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 CFR Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 3	Judicial Administration of Federal Grants and Agreements 28 CFR Chapter I	Judicial Administration Subrecipients are required to comply with the Department of Justice requirements for grants and cooperative agreements to state and local governments. Part 18 Administrative Review Procedure. Part 20 Criminal Justice Information Systems. Part 22 Confidentiality of Identifiable Research and Statistical Information. Part 23 Criminal Intelligence Systems Operating Policies. Part 63 Floodplain Management and Wetland Protection Procedures.
Article 4	Universal Identifier and System of Award Management 2 CFR Part 25, Appendix A	System for Award Management Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements.
Article 5	Policies for Federal Credit Programs and Non-Tax Receivables OMB Circular A-129	Federal Debt Status Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
Article 6	Alabama Constitution of 1901, Article XI § 213	State of Alabama Debt Prohibits any commitments by subrecipient from constituting a debt of the State of Alabama.
Article 7	Nonprocurement Debarment and Suspension 2 CFR Part 3000, Subpart C 2 CFR Part 180	Debarment/Suspension Restricts federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. The debarment and suspension procedures are intended to prevent waste, fraud, and abuse in procurement and non-procurement actions. Debarment and suspension of an organization or individual excludes that company or individual from doing business with the Federal Government of those funded by it.
Article 8	Hatch Act 5 USC 1501, et seq.	Partisan Political Activity None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise violate the provisions of the "Hatch Act."

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Article 9	Byrd Anti-Lobbying Amendment 31 USC § 1352	Lobbying None of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 10	Alabama Act 2016-312	Boycotting Prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade
Article 11	Reporting Subawards and Executive Compensation 2 CFR Part 170, Appendix A	Reporting Subawards and Executive Compensation Subrecipients are required to comply with the requirements set forth on Reporting Subawards and Executive Compensation. Requires the full disclosure to the public of all entities or organizations receiving federal funds.
Article 12	Acknowledgement of Federal Funding from DHS The 2021 DHS Standard Terms and Conditions	Funding Acknowledgement Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 13	DHS Specific Acknowledgements and The 2021 DHS Standard Terms and Conditions	Access to Records All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
Article 14	Disaster Recovery Act of 2018	Audits/Internal Reviews Subrecipient acknowledges and agrees that no language in this agreement is intended to prohibit audits or internal reviews by AEMA, the FEMA Administrator, or the Comptroller General of the United States.
Article 15	False Claims Act and Program Fraud Civil Remedies 31 USC § 3729-3733 Administrative Remedies for False Claims and Statements 31 USC Chap 38 6 3801-3812	False/Fraudulent Claims Prohibits the submission of false or fraudulent claims for payment to the federal government Subrecipient is liable for making false claims and/or statements and subject to the remedies under this law.
Article 16	Non-Supplanting Requirement The 2021 DHS Standard Terms and Conditions	Supplanting Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 17	Best Practices for Collection and Use of Personally Identifiable Information The 2021 DHS Standard Terms and Conditions	Personally Identifiable Information Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

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Article 18	Copyright 17 USC §401 or 402	Copyright Subrecipients must affix the applicable copyright notices and an acknowledgement of US Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 19	Bayh-Dole Act 35 USC § 200 et seq. 37 CFR Part 401 37 CFR §401.14	Patents and Intellectual Property Rights Subrecipients are subject unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards.
Article 20	Use of DHS Seal, Logo, and Flags The 2021 DHS Standard Terms and Conditions	Logo Use Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 21	Closed-Captioning of Public Service Announcements 47 USC 611	Closed Captioning Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
Personnel/Workplace Requirements		
Article 22	Federal Drug-Free Workplace Act of 1988 Public Law 100-690 41 USC §8101-8106 2 CFR Part 3001 Subpart B	Drug-Free Workplace Subrecipients must comply with drug-free workplace requirements.
Article 23	Davis-Bacon Act 40 USC 3141-3144 and 3146-3148 29 CFR Part 5	Fair Wages Requirement for paying the local prevailing wages on public works projects for laborers and mechanics. Applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works.
Article 24	Copeland Anti-Kickback Act 18 USC §874 40 USC § 3145 29 CFR Part 3	Fair Wages Gives workers on covered federal contracts the right to receive the full pay to which they are entitled for the work they perform. Protects workers on covered contracts from payroll deductions that are not explicitly permitted under DOL's regulations or otherwise approved by DOL.
Article 25	Contract Work Hours and Safety Standards Act 29 CFR Part 5.5(b)	Work Hours and Safety Standards Federal law that covers hours and safety standards in construction contracts. Applies to federal service contracts and federal and federally assisted construction contracts worth over \$100,000 and requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. Also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.
Article 26	Federal Leadership on Reducing Text Messaging while Driving Executive Order 13513	Text Messaging Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives described in Section 3(a) when on official government business or when performing any work for or on behalf of the federal government.

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Article 27	Whistleblower Protection Enhancement Act Public Law 112-199 10 USC §2324 10 USC § 2409 41 USC §4304 and 43 10 41 USC § 4712	Whistleblower Protection Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable). Retaliatory personnel action against any employee or applicant because of disclosure of information by that employee or applicant is prohibited.
Article 28	Civil Rights Act of 1964, Title VI	Discrimination: Civil Rights No person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Discrimination: Limited English Proficiency Prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
Article 29	Civil Rights Act of 1968 Public Law 90-284	Discrimination: Civil Rights Prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex.
Article 30	Age Discrimination Act of 1975 Public Law 94-135	Discrimination: Age Prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 31	Education Amendments of 1972, Equal Opportunity in Education Act, Title IX Public Law 92-318	Discrimination: Sex/Gender Provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.
Article 32	Americans with Disabilities Act of 1990, as amended (ADA), Titles I, II, and III, Public Law No. 101-336	Discrimination: Disability Prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and
Article 33	Section 504, Rehabilitation Act of 1973 (Handicapped) Public Law 93-112	Discrimination: Handicapped No otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 34	Equal Employment Opportunity Executive Order 11246	Discrimination: Equal Employment Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin during employment.

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Article 35	Nondiscrimination in Matters Pertaining to Faith-Based Organizations 6 CFR Part 19	Discrimination: Faith-Based Organizations Ensures the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.
Procurement/Inventory Requirements		
Article 36	Appropriations Act Public Law 103-333 § 507	Procurement: American Products To the extent practicable, all equipment and products purchased with federal funds should be American made.
Article 37	John \$. McCain National Defense Authorization Act for Fiscal Year 2019 Public Law 115-232 § 889(b) FEMA Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services 2 CFR 200.216	Procurement: Prohibited Products Prohibits the procurement of telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
Article 38	Solid Waste Disposal Act 2007 CPG-The EPA Comprehensive Procurement Guideline Program Public Law 89-272 § 6002 Resource Conservation and Recovery Act Public Law 94-580 40 CFR Part 247	Procurement: Recovered and Recycled Materials the Resource Conservation and Recovery Act requires procuring agencies to buy recycled-content products designated by EPA in the CPG. Requirements include procuring items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The government's "buy recycled" program seeks to stimulate the demand for products made with recovered materials. Preference is for purchasing recycled materials where practicable. Materials Use/Environmental Impact the Act encourages the use of materials recovered through recycling, and thereby help to reduce the amount of waste that must be disposed of and associated environmental impacts.
Article 39	Disposition of Equipment Acquired Under the Federal Award 2 CFR 200.313	Equipment/Inventory When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment.
Article 40	SAFECOM Guidance for Emergency Communications Grants	Communications Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Environmental Impact/Safety Requirements		
Article 41	Energy Policy and Conservation Act Public Law 94-163	Energy Efficiency Subrecipients must comply with the requirements of this Act which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Article 42	National Environmental Policy Act Of 1969 (NEPA)	Environmental Requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 43	Clean Air Act 42 USC chapter 85	Air Quality Standards A comprehensive federal law that regulates air emissions from stationary and mobile sources. Establishes air quality standards to protect public health and public welfare and to regulate emissions of hazardous air pollutants.
Article 44	Federal Water Pollution Control Act Public Law 92-500	Water Pollution Control Provides for water pollution control activities, regulates discharges of pollutants into the waters of the United States, and regulates quality standards for surface waters.
Article 45	Hotel and Motel Fire Safety Act of 1990 Public Law 101-391	Fire Prevention Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines.
Article 46	USA PATRIOT Act of 2001 Public Law 107-56	Terrorism Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001. <i>Section 817 expands the biological weapons statute.</i>
Article 47	Terrorist Financing Executive Order 13224	Terrorist Financing Prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance.
Article 48	Trafficking Victims Protection Act of 2000 (TVPA) Public Law 106-386 21 USC 7104	Human Trafficking Subrecipients must comply with the requirements of the government-wide financial assistance award term that prohibits human trafficking and requires reporting of human trafficking.
Article 49	Fly America Act of 1974 Public Law 93-623	Air Travel Subrecipients must comply with preference for US Flag Air Carriers (air carriers holding certificates under 49 USC section 41102) for international air transportation of people and property to the extent that such service is available.
Article 50	Activities Conducted Abroad The 2021 DHS Standard Terms and Conditions	Activities Conducted Abroad Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Program Guidance		
Article 51	FEMA Notice of Funding Opportunity (NOFO) Requirements and AEMA EMPG Program Guidance	Programmatic Guidance Subrecipients must comply with all applicable requirements set forth in the FEMA NOFO and AEMA EMPG Program Guidance, which are incorporated here by reference in these award terms and conditions.

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve an agreement between Tracking Solutions and the Limestone County Commission effective October 1, 2022 and ending September 30, 2023.

**AGREEMENT FOR ELECTRONIC MONITORING SERVICES
Between Tracking Solutions and Limestone Co. Commission**

This Agreement, **effective as of October 1, 2022** (“the effective date”), is between **Tracking Solutions**, a sole proprietorship (“Company”), having an office at 239 Veteran’s Pkwy, Suite F1, Murfreesboro, TN 37128 and **Limestone Co. Commission** (“Customer”), a government agency, having an office at 310 W. Washington St. Athens, AL 35611.

WHEREAS, Customer desires to have the ability to electronically monitor certain individuals using electronic monitoring equipment that is worn/used by each of those individuals and which communicates with a monitoring center.

WHEREAS, Company agrees to fulfill the Customer’s desires as set forth above by providing equipment and/or services and certain limited use rights.

NOW THEREFORE, in consideration of the mutual promises contained herein and the receipt of other goods and valuable consideration, the parties agree as follows:

- 1. Scope of Work:** Company will provide Customer electronic monitoring equipment. Customer will receive and process alarms in the manner that best suits the needs of the Customer. Company shall facilitate initial and on-going training as well as provide equipment as needed.
- 2. Agreement Term and Renewal:** This Agreement shall begin on the Effective Date for a one (1) year term as provided herein (“Initial Term”), ending on September 30, 2022. Following the Initial Term, this Agreement, its terms and conditions, and authorized amendments, will renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date. However, either party may terminate this Agreement at any time with or without cause by providing at least ninety (90) days written notice of termination to the other party. Customer shall pay Company for the equipment and/or services provided as set forth in the Attached Exhibit for the period prior to and after such termination notice and until such time as the equipment is returned to Company.
- 3. Customer Obligations:**
 - 3.1 General:** Customer understands agrees and acknowledges that during the Term it shall (a) retain complete authority and responsibility for the selection, management and administration of individuals who participate in electronic monitoring, (b) identify and make available Customer staff and/or equipment in order to use and access the Monitoring Services, (c) perform or oversee orientation, installation and de-installation of equipment, (d) establish alarm notification protocols and parameters that best meet the needs of Customer, offenders, courts and public safety, (e) establish an alarm responsibility protocol for personnel to handle equipment alarms (f) seek assistance or training as needed so that Customer is proficient at using electronic monitoring equipment and software and, (g) ensure that Customer contact information is up to date at all times so that equipment alarms are sent to the correct location.
 - 3.2 Computers/Phones:** Customer shall provide its own computer hardware and internet access that meets manufacturer’s minimum requirements for access to the monitoring service. Customer is responsible for providing computer and/or phone access to receive alarms per the alarm protocol chosen by Customer.
 - 3.3 Payment:** Customer shall pay for services herein within thirty (30) days of Company’s invoice, to be issued at the end of each calendar month. Any invoices not paid within thirty (30) calendar days may be deemed a “Late Payment Breach” of this Agreement. Company shall notify Customer in writing (with email and fax also being allowable as in writing) of any Late Payment Breach and Customer shall have ten (10) calendar days to cure (“late Payment Cure Period”). If the Late Payment Breach is not cured within the Late Payment Cure Period, Company shall have the absolute right to immediately deactivate any products and services pursuant to this Agreement and make any attempts necessary to collect monies due, Company’s attorney’s fees and 1 % interest per month in which the payment is overdue. Customer agrees to be responsible for taxes, if any, relating to this Agreement

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3.4 **Equipment:** Customer is responsible for any and all loss or damage to, or theft of, the equipment. Damage is defined as any and all damage to the casings, straps, covers, etc. Damage includes cosmetic damage to equipment up to and including damage that renders the equipment inoperable. If the equipment is damaged, lost or stolen while in Customer's possession, Customer agrees to pay Company the full cost to repair or replace such equipment based on the rates set forth by the manufacturer at the time of repair/replacement. Any decision to repair or replace equipment shall be made by Company at Company's sole discretion. Customer has the option in Addendum A to select insurance to help offset the cost of lost, stolen or damaged equipment. If Customer doesn't select any option in the insurance section, Company will assume Customer declines the insurance. The cost for repair or replacement is set by the manufacturer and is subject to change.

3.5 **Invoices:** Customer will receive a detailed invoice monthly. Customer shall notify Company of any discrepancies. If Company is not notified within sixty (60) days of any discrepancies, the invoice will be considered complete and accurate.

4. **Company Obligations:**

4.1 **Equipment:** At the time of initial training, Company will supply to Customer an installation kit for equipment which includes parts necessary to utilize equipment.

4.2 **Accessories:** Accessories are items that are needed to use the devices such as straps, cosmetic caps, mouth pieces, chargers, etc. An initial accessories supply is given to the Customer. Thereafter, the Customer is responsible for replacing any accessories as needed. Pricing for accessories is set by the manufacturer and is subject to change. Accessories that are found to be defective will be replaced at no cost to the Customer.

4.3 **Shipping:** Equipment will be shipped from Company to Customer via standard shipping at no cost to the Customer. Overnight shipping at the Customer's request will be billed to Customer. Return shipping will be at Customer's expense and choice of shipping method, unless the equipment is returned for technical reasons. If returned for this reason, Company will provide Customer a pre-paid shipping label upon notice by Customer.

4.4 **Training:** Company will provide Customer reasonably necessary training for personnel who shall be monitoring individuals so that personnel may properly use the user interface for monitoring individuals. Training may be in via person or webinar, depending upon the initial quantity of individuals to be monitored. Customer access to the software shall be generally limited to password-controlled internet access and no software will be delivered to Customer.

4.5 **Customer Support:** Company shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to the equipment, monitoring services and overall operation of the monitoring system. Customer support shall include answering Customer questions, technical support, equipment information, and software assistance. Customer support will be provided from Company as well as the equipment manufacturer.

4.6 **Pricing:** See Attachment A

5. **Breach and Non-payment Termination:** Unless otherwise noted herein, in the event a breach of this Agreement occurs by Customer for any reason, then Company shall notify Customer who shall then have ten (10) business days to cure said breach. In the event of a failure to cure, Company, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement upon seventy-two (72) hours' notice. The occurrence of any of the following events shall constitute a breach under this Agreement: (i) either Party fails to comply with any other term, condition or covenant contained in this Agreement and does not cure that failure as specified herein; (ii) a petition in bankruptcy is filed by or against either Party or a receiver or trustee of any property of either Party is appointed, (iii) either Party is dissolved, liquidated, or terminated, or either Party ceases its ongoing business operations, sales activity or support services, without prior written consent of the other Party, (iv) any act or omission of either Party, which adversely affects the reputation of the other; (v) the passage of any legislation which would impair or jeopardize the ability of Company to maintain Company's proprietary rights in its intellectual property for the products and services covered by this Agreement.

6. **Nondisclosure:** The parties hereto agree to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other party's information to any third party without the other's written permission. The term proprietary information means confidential materials, documents, data and other information which Company or Customer has designated or marked as proprietary and confidential. Neither Company nor Customer will be required to protect proprietary information that is or becomes publicly available (other than as a result of a breach of this Agreement), is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

7. **Warranty and Indemnity:** Company is leasing the equipment to Customer "as-is". Company agrees to transfer to Customer as necessary and to the extent permitted by law or applicable contracts, any warranties made to Company by a manufacturer or vendor of the equipment to the extent permitted by law or applicable contracts. Customer agrees that, regardless of cause, Customer shall not assert any claim whatsoever against Company for any and all direct, special or

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indirect damages, without limitation, which may result from use of equipment, monitoring and other services or any obligation of Company under this Agreement. Customer understands that Company and the manufacturers) of the equipment are separate, independent companies, and that neither a manufacturer nor any vendor of the equipment is Company's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the equipment is binding on Company, and no breach by a manufacturer or any such vendor shall excuse Customer obligations hereunder.

Notwithstanding anything to the contrary in this Agreement, Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, THE EQUIPMENT, THE USER INTERFACE OR THE MONITORING SERVICE. Company is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access, the user interface, the failure to follow any instructions or abide by any policies related thereto or to the monitoring service, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of the equipment, user interface or monitoring service to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Company. Customer's sole remedy against Company for any failure whatsoever relating in any way to the use of equipment, monitoring and other services all be limited to the replacement of equipment, if applicable; provided that any such failure of equipment, monitoring and other services was not caused by any act or omission on part of Customer. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Company's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes.

To the extent permitted by federal and state law, Customer shall indemnify and hold harmless Company for matters that involve monitoring of, or in any way providing services to agencies and any claim, injury, loss, damage or expense arising out of willful and intentional acts of Customer or individuals monitored. Customer acknowledges that neither the Company, equipment, nor the monitoring service shall prevent, and that neither is intended to prevent, any client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a client to remove the equipment by unauthorized means, and that Company expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a client while using the equipment, as well as any liability for any acts committed by a client who removes the Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this Agreement are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that use of the equipment and the monitoring service shall be reserved for those clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer agrees to indemnify, defend and hold Company harmless from and against any and all claims for any losses, damages, or injuries, which may be asserted on any basis, including those listed above, by client or any other third party against Company. The provisions of this section shall continue to be in force even after the expiration of the Agreement Term.

8. Miscellaneous Provisions:

8.1 **Ownership:** Customer is neither the owner of the equipment nor has title to the equipment. Customer may not sell, transfer, or assign the equipment, without the express prior written permission of Company. Customer may not attempt to alter or otherwise tamper with equipment. Customer agrees that it shall at all times keep the equipment free from any legal process or lien whatsoever and agrees to give Company immediate notice if any legal process or lien is asserted or made against the equipment.

8.2 **Continued Performance:** When this Agreement terminates, both parties will continue to comply with all of the terms of this Agreement which call for performance prior or subsequent to the termination date, including their respective obligations to protect confidential and proprietary information.

8.3 **Statute of Limitations:** The parties hereby agree that the statute of limitations for any action for fault hereunder by either party, including for breach of warranty or indemnity, shall be one (1) year after a cause of action occurs.

8.4 **Choice of Law:** This Agreement shall be governed, interpreted and construed under the laws of the State of Tennessee.

8.5 **Authority:** Customer also understands that only an officer of Company is authorized to waive or alter any of the terms of this Agreement, and that any such waiver or alteration must be in writing signed by Company.

8.6 **No Third-Party Beneficiaries:** This Agreement is intended for the exclusive benefit of Company, Customer and their permitted affiliates and permitted assigns, and is not intended and shall not be construed as conferring any benefit on any third party or

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the general public.

8.7 Assignment: No transfer or assignment of this Agreement or any licenses or rights hereunder shall occur without Company's express written consent. Any purported assignment or transfer of this Agreement or licenses or rights hereunder by the Customer without Company's written consent shall be null and void (without affecting any other licenses or rights hereunder).

8.8 Successors: This Agreement shall be binding upon the respective successors, affiliates and permitted assigns of the parties.

8.9 Modifications and Waivers: If either party waives or modifies any term or condition of this Agreement, this will not void, waive or change any other term or condition. If either party waives a default by the other, this will not waive future or other defaults. If any part of this Agreement, for any reason is declared to be invalid, it shall be deemed modified as necessary to be valid. The remainder of this Agreement shall continue in effect as if the Agreement has been entered without the invalid portion

8.10 Notices: Notices to the parties hereto pursuant to this Agreement shall be given in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) on the date sent by facsimile or electronic mail if sent during normal business hours, and otherwise on the next business day if sent after normal business hours of the recipient, (c) on the date of the recipient's signature if sent via an overnight service or (d) on the 3rd business day following the date of mailing if sent via USPS.

8.11 Signatures: A manually signed copy of this Agreement or any other transaction documents delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. **Entire Agreement:** This Agreement sets forth the full understanding between the parties and may only be changed in writing, duly executed by both Parties. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify, or panel this Agreement except as provided herein. Customer also understands that only an officer of Company is authorized to make such amendments, modifications or cancelations.

10. **Acknowledgement:** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same, including all of the terms and conditions.

In witness whereof, each of the parties has executed this Agreement as of the date and year first set forth herein on Page 1.

COMPANY: Tracking Solutions

CUSTOMER: Limestone Co. AL Commission

Printed Name: Kristen Zachary

Printed Name: _____

Signature: _____

Signature: _____

Title: Owner

Title: _____

Address: 239 Veteran's Pkwy, Suite F-1

Billing Address: _____

Murfreesboro, TN 37128

Phone: 615-337-9367

Billing Phone: _____

Email: kristen@TrackingSolutionsNow.com

Billing Email: _____

Shipping Address _____

(If different than above)

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PRICING SCHEDULE

GPS Tracking						
Product Name	Service	Alarm Notification	Data Collection Times	Daily Rate 0-9 Active Devices	Daily Rate 10-24 Active Devices	Daily Rate 25+ Active Devices
Active GPS Device ¹	ReliAlert™ Premium and Standard	Includes Monitoring Center Alarm Intervention: Data reported in real time. Alarm notification via voice, email and/or text including calls to officer and to individual on device. Each alarm is customized for your agency. Ideal for highest risk or domestic violence cases.	1 minute	\$6.50	\$6.00	\$5.50
Inactive GPS devices	n/a	n/a	\$1.50	\$1.50	\$1.50 + 10% of active devices credited	\$1.50 + 15% of active devices credited

App Tracking						
Product Name	Service	Alarm Notification	Data Collection Times	Daily Rate 0-9 Active Devices	Daily Rate 10-24 Active Devices	Daily Rate 25+ Active Devices
Victim App ²	Victim App	Notifies victim of offender proximity regardless of location. Includes panic button. Real time notification via phone/text/email.	n/a	\$2.00	\$2.00	\$2.00
VCheck24™ App Tracking ²	Offender Tracking via App	Offender tracking via smartphone app. Real time notification via email or text.	every 3-5 min. while moving	\$3.00	\$2.75	\$2.50

Alcohol Monitoring			
Product Name	Service	Alarm Notification	Daily Rate
SoberLink™ Alcohol Device	SoberLink™ Active via handheld device	real time via mail and/or text + daily summary report	\$8.00
TAD Alcohol Device	Transdermal Alcohol Detection ankle monitor	Email + daily report	\$9.00
Inactive Alcohol Device	n/a	n/a	\$3.00

Optional insurance

There is a \$1.00 per calendar day insurance option that will cover certain lost, stolen or damaged equipment assigned to Customer. The insurance charge applies to all devices, active or inactive. There is a \$100.00 deductible applied to the transmitter, if unrecovered. Idle charges will continue until equipment has been reported as lost/stolen/damaged, at which time daily charges cease. *If the insurance option is not selected, Customer will be responsible for all damaged, lost, stolen equipment at the normal replacement rate. If no option is selected by the Customer, Company will assume Customer does not want insurance.* The insurance may be added or removed from the account at any time by written permission from the Customer.

Choose One of the following: _____ Insurance Accepted _____ Insurance Declined

¹Requires smart phone and data plan

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve a contract with Axon Enterprises for tasers, taser equipment, and licensees. All cost for same with be paid through the Sheriff's Office.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT:86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-410232-44895.676JC
Issued: 11/30/2022
Quote Expiration: 12/30/2022
Estimated Contract Start Date: 02/01/2022
Account Number:466502
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Delivery: Invoice-101 W Elm St. 101 W Elm St. Athens, AL 35611-1601 USA	Limestone County Sheriff's Office-AL PO Box 889 Athens, AL 35612-0889 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Carletto-Berg Phone: Email: jcberg@axon.com Fax:	Justin Flanagan Phone: (256) 232-0111 Email: jflanagan@limestonesheriff.com Fax(503) 815-3195

Quote Summary

Program Length	36 Months
TOTAL COST	\$40,465.50
ESTIMATED TOTAL W/TAX	\$40,465.50

Discount Summary

Average Savings Per Year	\$8,781.00
TOTAL SAVINGS	\$26,343.00

Date	Subtotal	Tax	Total
Oct 2022	\$13,491.22	\$0.00	\$13,491.22
Oct 2023	\$13,487.14	\$0.00	\$13,487.14
Oct 2024	\$13,487.14	\$0.00	\$13,487.14
Total	\$40,465.50	\$0.00	\$40,465.50

Quote Unbundled Price: \$66,808.50

Quote List Price:\$43,642.50

Quote Subtotal: \$40,465.50

Pricing

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All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
PROGRAM									
T7Basic	2021 Taser 7 Basic Bundle	25	36	\$67.74	\$42.00	\$38.47	\$34,623.00	\$0.00	\$34,623.00
A la Carte Hardware									
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE CLOSE QUART NS	50			\$38.95	\$38.95	\$1,947.50	\$0.00	\$1,947.50
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50			\$38.95	\$38.95	\$1,947.50	\$0.00	\$1,947.50
22176	TASER 7 LIVE CARTRIDGE,CLOSE QUARTERS (12-DEGREE) NS	25			\$38.95	\$38.95	\$973.75	\$0.00	\$973.75
22175	TASER 7 LIVE CARTIRDGE, STANDOFF (3.5- DEGREE) NS	25			\$38.95	\$38.95	\$973.75	\$0.00	\$973.75
Total							\$40,465.50	\$0.00	\$40,465.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 Taser 7 Basic Bundle	20008	TASER 7 HANDLE,YLW,HIGH VISIBILITY (GREEN LASER),CLASS 3R	25	01/01/2023
2021 Taser 7 Basic Bundle	20018	TASER 7 BATTERY PACK,TACTICAL	30	01/01/2023
2021 Taser 7 Basic Bundle	20062	TASER 7 HOLSTER-BLACKHAWK,RIGHT HAND	23	01/01/2023
2021 Taser 7 Basic Bundle	20067	TASER 7 HOLSTER- BLACKHAWK,LEFT HAND	2	01/01/2023
2021 Taser 7 Basic Bundle	70033	WALL MOUNT BRACKET,ASSY, EVIDENCE.COM DOCK	1	01/01/2023
2021 Taser 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-DAY,AB2 1-BAY/6 BAY DOCK	1	01/01/2023
2021 Taser 7 Basic Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	01/01/2023
2021 Taser 7 Basic Bundle	80087	TASER 7 TARGET,CONDUTIVE,PROFESSIONAL (RUGGEDIZED)	1	01/01/2023
2021 Taser 7 Basic Bundle	80090	TARGET FRAME.PROFESSIONAL,27.5 IN X 75IN. TASER 7	1	01/01/2023
A la Carte	22175	TASER 7 LIVE CARTRIDGE,STANDOFF (3.5 DEGREE) NS	25	01/01/2023
A la Carte	22176	TASER 7 LIVE CARTRIDGE,CLOSE QUARTERS (12-DEGREE) NS	25	01/01/2023
A la Carte	22177	TASER 7 HOOK AND LOOP TRN (HALT) CARTRIDGE,STANDOFF NS	50	01/01/2023
A la Carte	22178	TASER 7 HOOK AND LOOP TRN (HALT) CARTRIDGE,CLOSE QUART NS	50	01/01/2023

Software

Bundle	Item	Description	QTY	Estimated State Date	Estimated Delivery Date
2021 Taser 7 Basic Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	25	02/01/2023	01/31/2026

Warranties

Bundle	Item	Description	QTY	Estimated State Date	Estimated Delivery Date
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2021 Taser 7 Basic Bundle	80374	EXT WARRANTY,TASER 7 BATTERY PACK	30	01/01/2024	01/31/2026
2021 Taser 7 Basic Bundle	80395	EXT WARRANTY,TASER 7 HANDLE	25	01/01/2024	01/31/2026
2021 Taser 7 Basic Bundle	80396	EXT WARRANTY,TASER 7 SIX BAY DOCK	1	01/01/2024	01/31/2026

Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	22175	TASER 7 LIVE CARTRIDGE,STANDOFF (3.5 DEGREE)NS	25	\$324.65	\$0.00	\$324.65
Year 1	22176	TASER 7 LIVE CARTRIDGE,CLOSE QUARTERS (12-DEGREE)NS	25	\$324.65	\$0.00	\$324.65
Year 1	22177	TASER 7 HOOK AND LOOP TRN (HALT) CARTRIDGE,STANDOFF NS	50	\$649.30	\$0.00	\$649.30
Year 1	22178	TASER 7 HOOK AND LOOP TRN (HALT) CARTRIDGE,CLOSE QUART NS	50	\$649.30	\$0.00	\$649.30
Year 1	T7Basic	2021 TASER 7 BASIC BUNDLE	25	\$11,543.32	\$0.00	\$11,543.32
Total				\$13,491.22	\$0.00	\$13,491.22

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	22175	TASER 7 LIVE CARTRIDGE,STANDOFF (3.5 DEGREE)NS	25	\$324.55	\$0.00	\$324.55
Year 2	22176	TASER 7 LIVE CARTRIDGE,CLOSE QUARTERS (12-DEGREE)NS	25	\$324.55	\$0.00	\$324.55
Year 2	22177	TASER 7 HOOK AND LOOP TRN (HALT) CARTRIDGE,STANDOFF NS	50	\$649.10	\$0.00	\$649.10
Year 2	22178	TASER 7 HOOK AND LOOP TRN (HALT) CARTRIDGE,CLOSE QUART NS	50	\$649.10	\$0.00	\$649.10
Year 2	T7Basic	2021 TASER 7 BASIC BUNDLE	25	\$11,539.84	\$0.00	\$11,539.84
Total				\$13,487.14	\$0.00	\$13,487.14

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	22175	TASER 7 LIVE CARTRIDGE,STANDOFF (3.5 DEGREE)NS	25	\$324.55	\$0.00	\$324.55
Year 3	22176	TASER 7 LIVE CARTRIDGE,CLOSE QUARTERS (12-DEGREE)NS	25	\$324.55	\$0.00	\$324.55
Year 3	22177	TASER 7 HOOK AND LOOP TRN (HALT) CARTRIDGE,STANDOFF NS	50	\$649.10	\$0.00	\$649.10
Year 3	22178	TASER 7 HOOK AND LOOP TRN (HALT) CARTRIDGE,CLOSE QUART NS	50	\$649.10	\$0.00	\$649.10
Year 3	T7Basic	2021 TASER 7 BASIC BUNDLE	25	\$11,539.84	\$0.00	\$11,539.84
Total				\$13,487.14	\$0.00	\$13,487.14

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master

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Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign the Quote.

Exceptions to Standard Terms and Conditions

Pricing on this quote is in accordance with Sourcwell. Terms and conditions of Sourcwell govern this purchase.

Signature

Date Signed

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Danny Barksdale, aye; Daryl Sammet, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve a preventative maintenance visit agreement with Pixelumen Lab, LLC for maintenance to the Courthouse colored lighting programs.

pixelumenlab

14 November 2022

Jonathan Yerdon
IT Director

Limestone County Courthouse
200 W. Washington St Athens, AL 35611 +1 256 216 3908
jonathan.verdon@limestonecountv-al.gov

LIMESTONE COUNTY COURTHOUSE: Preventative Maintenance Visit

Dear Mr. Yerdon,

Pixelumen Lab is pleased to submit our proposal to provide preventative maintenance services for Limestone County Courthouse. Hereafter all references to the Consultant shall refer to **Pixelumen Lab LLC.**, and all references to the Client shall refer to **Limestone County.**

A) SCOPE OF WORK

Assumes (1) day work on site for (1) technician.

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1. Thoroughly test all fixtures, control components, and network devices.
2. If problems are detected and within Consultant's ability to repair on site during visit, attempts to do so will be made.
3. Add or adjust programming for special events per Client's requests.
4. Provide Client with Service Report following on-site visit.

B) EXECUTION OF WORK

1. A full system diagnostic check will be run. Each fixture will be tested for signs of wear or malfunction and for continuity of intensity.
 - i. Each fixture will be visually inspected.
 - ii. Where physical access to fixtures is not possible, visual inspection will happen where possible.
 - iii. DMX controller will be tested. Any firmware or software upgrades will be installed as needed.
 - iv. Network devices will be checked for functionality.
 - v. Findings will be logged and recorded.
2. If Consultant can rectify the problem during the visit, repairs will be made at that time. If the problem is outside of Consultant's scope, Consultant will make recommendations for next steps in the Service Report.
3. Addition, deletion, or modification to the programming of shows as requested by Client.
4. Pixelumen will provide a thorough service report documenting all actions taken. It will include a report to the Facilities Manager and/or Electrical Contractor if any electrical troubleshooting is required.
 - i. Pixelumen Lab is not a licensed Electrical Contractor and will not perform any electrical repair work outside their scope.

C) COMPENSATION TERMS

1. Consultant Fee

Preventative Maintenance Visit (Flat Fee)	\$ 1,800.00
CONTRACT SUBTOTAL	\$ 1,800.00

Note: Above price includes approved discount, per conversation with Client and Robbie Hayes.

2. Payment of Consultant Fee

Payment to be made by the Client within thirty days of receipt of invoice. In the event the Client permits an invoice to become ninety days past due without making payment, the Consultant shall have the right to suspend services until such time that the account has been paid in full. Payments to be made in USD or at equivalent daily exchange rate. Client shall pay all currency conversion costs and bank transfer fees. If Consultant is required to use a paid vendor credentialing service and/or a vendor invoicing service that incurs a fee upon the Consultant, Consultant shall charge the Client an equivalent service fee.

3. Insurance

Pixelumen Lab maintains the usual insurance coverage, e.g., Workmen's Compensation, General Liability, and Professional Liability (Errors and Omissions) coverage. By the nature of our work, there is no life safety liability, as the Electrical Engineer of Record assumes this liability.

4. Time Limitation of Contract

Labor quote valid for (6) months. Please allow 2-4 weeks for scheduling

If this proposal (contract) is acceptable, please send your signed reply to the email listed below. No work will be performed without an executed contract.

Respectfully

Robbie Hays

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve a Participation Agreement between the ACCA Liability Self-Insurance Fund, Inc. and the Limestone County Commission.

PARTICIPATION AGREEMENT

This Contract and Participation Agreement entered into by and between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc., a non-profit corporation organized under the laws of the State of Alabama (hereinafter referred to as "Fund" or "Liability Fund"), and the undersigned County or County entity of the State of Alabama (hereinafter referred to as "Participant"), for the purposes of providing liability and/or property coverages prescribed by the Fund's Liability Coverage Document and any Endorsements thereto and, if offered, Property Coverage Document and any Endorsements thereto.

WITNESSETH:

The undersigned Participant, in consideration of the creation of the Fund to provide liability and property coverages and in further consideration of the other Participants executing identical Participation Agreements, does hereby agree to become one of the members of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

Definition of terms used in this Participation Agreement:

- A. Board - the Board of Trustees of the Liability Fund.
- B. Fund Year - January 1 through December 31.
- C. Service Company - Any firm, entity or individual retained by the Board to manage the Fund's day-to-day activities, which may include administration, claims management, risk management, education, marketing, etc., as may be directed by the Board.
- D. Coverage Documents - the Liability Coverage Document and the Property Coverage Document of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. and any applicable endorsements that set forth in detail the coverages provided.
- E. Incurred but Not Reported (IBNR) - an incident or occurrence that has taken place but on which no claim has been reported in writing to the Service Company.
- F. Claim - a report of injury, damage or loss involving potential liability arising out of an occurrence, offense, error or omission, or accident that takes place during the coverage period and is reported in writing to the Service Company during the coverage period.
- G. Participant - one of the sixty-seven counties in the State of Alabama, any entity created by the County Commission of a county or a separately incorporated county-related entity when the county or entity is the Participant named on the front of this Agreement. A separately

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incorporated county-related entity or a public official and his or her department of a county that is not a Participant may become a Participant, but only upon approval of the County and the Board upon such terms and conditions as established by the Board. Unless sooner terminated by the Board, the term of this Contract shall be for a period beginning on the date executed or at 12:01 a.m. on January 1, 2024 (whichever date is later) and ending at 12:01 a.m. January 1, 2027.

2. **First Year Contribution/Premium**

Initial first year contribution/premium of any new Participant will be determined by the Fund. If coverage begins after January 1 of any year, the first-year contribution/premium will be pro-rated.

3. **Subsequent Contribution/Premium Experience Rating**

The Fund reserves the right when applicable to use as a guide for future contributions/premiums an experience rating plan to be prescribed by an actuarial firm and to calculate for each Participant its individual experience rating when earned in accordance with the provisions of such experience rating plan.

4. **Contribution/Premium Payment**

All contributions/premiums are due on or before the inception of coverage and each year thereafter as set by the Board until the termination of the contract period. The Board may from time to time establish a policy for payment of contributions/premiums including a provision for a late payment penalty.

5. **Reporting of Claims**

If a claim or suit is filed against the Participant, or its covered officers, agents or employees, the Participant shall immediately forward the same to the Service Company.

6. **Cooperation with Risk Management Recommendations**

The Participant agrees that it will cooperate in instituting any and all reasonable safety regulations and/or risk management recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to liability or property losses. In the event that the recommendations submitted by the Service Company on behalf of the Fund seem unreasonable, the Participant has a right to appeal to the Board and the decision of the Board shall then be final.

7. **Liability Coordinator**

The Participant agrees that it will appoint a Liability Coordinator for the Participant and that the Fund and its service company shall not be required to contact any other person. Any notice to the Liability Coordinator shall be considered notice to the Participant. The Participant reserves the right, however, to change the coordinator from time to time by giving written notice to the Fund and to the service company at least ten (10) days prior to the effective date of the change.

8. **Claims and Legal Counsel**

The Fund, through the Service Company employed by the Fund, agrees to handle any and all covered claims after notice has been given, and to provide a defense. It shall carry on all negotiations with the injured claimant or his or her attorney at the onset and negotiate within authority previously granted by

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the Fund. If a personal appearance by an employee of the Participant is necessary, the expense of this appearance will be paid by the Participant. In a manner directed by the Board, legal counsel will be retained on behalf of and at the expense of the Fund necessary for the defense of any litigation.

9. **Legal Defense and Cooperation**

The Participant hereby agrees that any covered suit brought against the Participant shall be defended in the name of the Participant by the attorney or attorneys selected in a manner directed by the Board. Full cooperation by the Participant shall be extended to supply any information necessary or helpful in such defense. The Participant further agrees to cooperate with the Fund in the investigation and settlement of the claim or defense against the suit. The County Attorney may be requested to provide defense assistance but shall not have the responsibility or authority to settle or otherwise direct any litigation without approval of the Service Company or the Board.

10. **Fund Experience**

Every year, the Fund or the Service Company will endeavor to supply to each Participant a printout involving a statement of claims, claims status, and activity report cumulative for each Fund year. The disclosure of certain information about claims may be withheld, limited or conditioned to prevent claimants who may work for the Participant from having access to that information.

At least annually, the Board will carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Participants, the pro rata cost to the Fund resulting from overall loss experience attributed to each Participant and the pro rata portion of the cost of reinsurance, if any, as well as the pro rata allocation, as determined by the Board, of the other and necessary administrative expenses of the Fund, in order to reasonably determine that actual pro rata cost, expense, and loss experience of each Participant for the purpose of determining future contributions/premiums and refunds of contributions/premiums, if any. Individual claims against each Participant may be capped at a certain limit for purposes of determining the experience of each Participant with the excess shared among all Participants.

11. **Assessments**

Due to the nature of a self-insurance fund, the Fund reserves the right to assess Participants' amounts, in addition to contributions/premiums, as may be necessary for the protection of its Participants. If, at any time, in the opinion of the Board, the assets of the Fund become insufficient to enable the Fund to discharge its obligations, including but not necessarily limited to, payment of all due damages and losses, maintenance of reserves for claims which have occurred and have been reported, maintenance of reserves for claims which have occurred and not been reported, expenses due and reasonable expenses forthcoming, the Fund shall have the right to assess each Participant member participating in the plan during any part of a year during which an insufficiency may exist such amount as, in the opinion of the Board, is required to correct the insufficiency.

Each Participant's assessment shall be computed by the Board and may have the same ratio to the total assessment amount as the Participant's earned contribution/premium of the Fund during the twelve months preceding the assessment. A Participant's earned contribution/premium shall be the pro rata portion of contributions/premiums paid by it for the period during which its Agreement with the Fund was in effect.

Any assessment shall be a legal debt and obligation of the Participant and shall be due and payable when written notice of the assessment is received. However, the Board may allow up to twelve months for

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payment of any assessment in accordance with such guidelines as it may establish.

12. **Asset of the Fund**

All assets in the Fund, including any surplus which the Fund may have accrued since the Fund's inception, shall remain the property of the Fund at all times subject to the decisions of the Board. No Participant has the right to seek distribution or withdrawal of any surplus or investment earnings which the Fund has accrued.

13. **Refunds. Dividends and Other Distributions**

The Fund may, from time to time, at the discretion of and upon such terms and conditions prescribed by the Board, make a refund, dividend or other distribution from part of the Fund's surplus or from investment earnings. Such distributions may be limited to certain years of participation. Consideration may be given to the loss experience and years of participation of Participants. The Participant agrees that the decisions of and procedures adopted by the Board affecting refunds, dividends or any other distribution, and the manner of computing such refund, dividend or other distribution shall govern in all instances for the making of any distribution by the Fund. No Participant shall be entitled to or have the right to receive any refund, dividend or any other distribution that may be approved by the Board from any of the surplus or investment earnings if such Participant is not a member of the Fund at the time such refund, dividend or distribution is approved by the Board or if such Participant is not a member of the Fund as of the effective date of such refund, dividend or distribution.

14. **Withdrawal by Participant from the Fund**

a. **Withdrawal at End of Contract**

Any Participant may withdraw from the Fund at the end of the term of this contract by giving at least sixty (60) days' notice in writing to the Board of its desire to so withdraw. Written notice must include a certified copy of the minutes of the meeting where the governing body voted to withdraw from the Fund. If notice is not given as prescribed herein, this Agreement will automatically renew for another three (3) year period of time.

All claims reserves, at all times, are the property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Participant, all pending or open claims which have been reported to the Fund (or its Service Company) by the Participant will continue to be obligations of the Fund. The Fund shall not be responsible for any new or incurred but not reported claim(s) after the withdrawal of the Participant.

b. **Withdrawal During a Contract Commitment**

Each Participant is obligated and commits itself to remain as a member of the Fund for the term of this contract period. All claim reserves are recognized as property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Fund, if a Participant withdraws from the Fund during this contract commitment, such withdrawal shall be considered a breach of this agreement and all pending or open claims regardless of whether the same have been reported to the Fund (or its Service Company) by the Participant or remain unreported, shall become the obligation of the Participant. The Fund shall cease to process all such claims. The Fund shall cease to defend and/or shall withdraw from any defense of litigation pending regarding such claims, and the defense, settlement and indemnity of such claims or litigation shall become the sole responsibility and obligation of the member

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Participant so withdrawing. The Fund shall not service any new or incurred but not reported claims after the withdrawal of the Participant. However, all claims on which a prior written agreement to settle shall have been executed by the Fund or on which a prior judgment shall have been entered, shall not be considered pending or open, and the Fund shall honor such agreements and/or judgments.

15. **Limitation or Cancellation of Coverage by the Fund**

a. **Non-payment of Contribution/Premium**

In the event that the Participant fails or refuses to make the payments of contributions/premiums, the Fund reserves the right to treat such non-payment as a breach of the agreement and terminate the membership of such Participant by giving ten (10) days written notice. The Fund further reserves the right to collect any and all contributions/premiums that are earned on a short rate basis for the period preceding such contract termination. Any Participant whose membership is terminated hereunder shall be considered to have withdrawn during the three-year contract commitment and shall be subject to the provisions of paragraph 14.b. above.

b. **Any Other Reason**

The Fund reserves the right to condition, limit, modify or cancel coverage afforded in the Coverage Documents, in whole or in part, as to any member Participant if, in the opinion of the Board, such is in the best interests of the Fund as a whole. Grounds for conditioning, limiting, modifying or canceling coverage include the violation by any member of any duty or obligation under the Coverage Documents or this Participation Agreement. Written notice of such change in coverage will be mailed or delivered at least thirty (30) days before the effective date of such change.

16. **Inspections and Surveys**

The Fund, at its option, may inspect and survey the Participant's records, property and operations at any time. It is understood and agreed that these inspections and surveys are for the Fund's benefit only, and shall not constitute an undertaking by the Fund to determine or warrant that the Participant's property or operations are safe or healthful, or comply with any law, rule, regulation, code or standard. Any and all reports which may be issued following an inspection or survey are issued for the Fund's benefit. Such reports are not warranties but they could affect the Participant's coverage. Failure to respond or follow these reports may be considered by the Fund in calculating contributions and determining whether to condition, limit, modify or cancel coverage afforded in the Coverage Documents.

17. **Waiver of Uninsured Motorist Coverage**

As a self-insurance fund, the Fund is not subject to the provisions relating to uninsured motorist coverage under Alabama law. By participating in the Fund, the Participant is expressing its desire not to receive uninsured motorist coverage and to waive such coverage.

18. **Agreement to Abide by the Bylaws**

The Participant agrees to abide by the Bylaws of the Fund as adopted by the Board of Trustees of the Liability Fund.

19. **Audit**

The Fund agrees that all Fund transactions will be annually audited by a certified professional

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accounting firm.

Actuarial Valuation

20. The Fund will have an actuarial valuation of reserves performed each year to audit the adequacy of reserves and contributions/premiums.

21. **Nonwaiver of Rights, Immunities and Defenses**

No Participant, by participating in this agreement and contributing thereto, shall by its actions be deemed to have waived any rights, immunities or defenses granted it by laws of the State of Alabama, nor shall any officer, agent or employee of such Participant or sheriff or employee of the sheriff by virtue of his/her being covered be deemed to have waived any rights, immunities or defenses available to him/her by the laws of the State of Alabama. The Fund, however, by defending such Participant or any official or employee, shall be entitled to use any and all such rights, immunities and defenses on behalf of such entity/person defended.

22. **No Independent Interest in the Fund**

All monies, assets, interest and property held by the Fund pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no independent interest in, or right to, the assets held by the Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into and participation in the Fund shall extinguish and remove all of the Participant's interest in the Fund under the Bankruptcy Code or similar laws.

23. **Nature of Fund**

Each Participant agrees that by executing this Participation Agreement, it understands and agrees that the Fund is simply a legal vehicle by which each member Participant has joined together in providing self- insurance liability and property programs under the provisions of Ala. Code § 11-30-1, *et seq.*, as amended by Act 2015-53, and as may be further amended. Under no circumstances shall said Fund be deemed to be an insurance company.

IN WITNESS WHEREOF, the parties hereto execute this Participation Agreement this the 19th day of December 2022.

FUND: ASSOCIATION OF COUNTY COMMISSIONS OF
ALABAMA LIABILITY SELF-INSURANCE FUND, INC.

By: _____
ACCA LSIF Representative

PARTICIPANT: _____

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By _____
Chairman of the County Commission or
Director of the County Entity

The Participant's Liability Coordinator, as noted in Item 7-Page 2, is as follows:

NAME: _____
(Please Print)

TITLE: _____

ADDRESS: _____

CITY: _____ ZIP: _____

TELEPHONE: _____

EMAIL: _____

NOTE: Please return this signed Participation Agreement in its entirety to the ACCA LSIF, P.O. Box 5040, Montgomery, AL 356103-5040. AN executed copy will be sent to the Liability Coordinator named above.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; LaDon Townsend, aye; Danny Barksdale, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
Pryor St. Building	001-57530-231	R&M of Building	+\$1,600.00
	001-35910	Budgetary Fund Balance	-\$1,600.00
District 3	111-35910-300	Budgetary Fund Balance	-\$21,500.00
	111-53400-231	R&M Building & Land	+\$6,500.00
	111-53400-190	Temporary Help	+\$15,000.00
Recycling	104-54151-231	R&M of Building & Land	+\$75,000.00
	104-35910	Budgetary Fund Balance	-\$75,000.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Daryl Sammet, aye; Danny Barksdale, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by LaDon Townsend to approve to appoint Derrick Gatlin as E911 Board of Commissioners Place 7 for a period of 4 years.

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; LaDon Townsend, aye; and Daryl Sammet, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Daryl Sammet to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2800	Video Arraignment System – Sheriff’s Office	Court Call	\$21,600.00/Year \$64,800.00/ 3 Years
2801	Printing – Tag Mail Notices – License Commission	Peregrine Services, Inc	\$9,500.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Daryl Sammet, aye; Danny Barksdale, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve to hire Heath Black as Assistant Engineer P.E. effective January 9, 2023 pending drug screening.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Daryl Sammet to approve to transfer Stuart Fontenot from Corrections Officer to Patrol Deputy, effective 12/19/2022.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; Daryl Sammet, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve to promote Travis Austiell from Equipment Operator II to Equipment Operator III, in District 3.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Derrick Gatlin, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

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MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Lori Hargrove	Purchasing Technician	1/3/2023
Susan McGrady	Director	1/25/2023
Anthony Gardner	Bridge Inspector	1/17/2023
Moses McGuire	Mechanic	1/5/2023
Huston Campbell	Equipment Operator II	1/5/2023
Gary Carroll	Senior Systems Administrator	1/4/2023
Kayla Holt	CRO Case Manager	1/10/2023

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Anna Acres Estates – replat Tract 1	Minor	Preliminary & Final	2	3	South side of Moyers Rd, approx. 2000’ east of Lucas Ferry Rd

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Danny Barksdale, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve county offices be closed on Friday, December 23, 2022, for the celebration of the Christmas holiday.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Derrick Gatlin, aye; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to remove the following from inventory.

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Department	Item	Serial #
Council on Aging	2006 Ford Freestar Mini Van	2FMZA52206BA52456

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. LaDon Townsend, aye; Derrick Gatlin, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve the purchase of ten (10) 16' Stamped 21 CY truck beds (dump truck beds) through the ACCA Joint Bid Program and to seek financing for same.

The Chairman asked if there was any discussion. The Chairman stated that approving the purchase of the truck beds now might save the county money rather than waiting until later to approve to purchase. The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

Commissioner Barksdale reported that there is a severe flooding issue on Ennis Road as a likely result of changes to an adjoining property.

Commissioner Gatlin reminded everyone to take extra care of their animals and loved ones due to the upcoming extremely cold weather.

Commissioner Townsend gave an update regarding Sugar Creek Road.

Chairman Daly reminded everyone to be extra careful with space heaters, etc. due to the upcoming extremely cold weather.

Adjourned at 9:53 a.m. until 9:00 a.m. on Tuesday, January 3, 2023, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.