

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today, at 9:42 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 Daryl Sammet and seconded by Danny Barksdale to approve the minutes of September 3, 2024.

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 Derrick Gatlin and seconded by LaDon Townsend to approve the following claims:

9/06/2024	0080346 – 0080412	\$ 384,780.27
9/13/2024	0080413 – 0080512	\$ 852,184.14
	TOTAL	\$ 1,236,964.41

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. Derrick Gatlin, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve resolution adopting the procedures for accepting Public Records Requests.

RESOLUTION

WHEREAS, it is the policy of the Limestone County Commission (“Commission”) to comply with Alabama’s Open Records Act, as amended by Ala. Act No. 2024-278, effective October 1, 2024, to allow Alabama residents to inspect and take a copy of public records within the custody and control of the Commission, subject to the payment of reasonable fees and to appropriate protections for private, confidential, privileged, and other nonpublic information; and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, sets forth the general framework for responding to requests by Alabama residents to inspect and take a copy of a public record (“Public Records Requests”); and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, further provides that an Alabama resident “may request access to a public record by following the written procedures for accepting such requests established by the public officer having custody of the public record”; and

WHEREAS, by Resolution adopted on September 16, 2024 the Commission designated Limestone County Attorney Andrew D. Dill to serve as the Public Officer of Limestone County to carry out the directives of the Open Records Act, as amended by Act No. 2024-278, as they pertain to public records in the custody and control of the

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Commission and to develop and recommend to the Commission from time- to-time the adoption of procedures for accepting Public Records Requests; and

WHEREAS, the Public Officer so designated has recommended the adoption of procedures for accepting Public Records Requests, which are set forth in full in the attachment to this Resolution and are incorporated by reference herein.

NOW, THEREFORE BE IT RESOLVED, by this Resolution that, effective September 16,2024 the Limestone County Commission hereby adopts the procedures for accepting Public Records Requests as set forth in the attachment to this Resolution, the provisions of which are incorporated by reference herein.

Adopted this 16 day of September 2024.

Collin Daly, Chairman Limestone
County Commission

Attest:

Ellen Morell, 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 designating Limestone County Attorney Andrew D. Dill to serve as the Public Officer of Limestone County to carry out the directives of the Open Records Act, as amended by Act No. 2024-278.

**LIMESTONE COUNTY COMMISSION
PROCEDURES FOR PUBLIC RECORDS REQUESTS**

It is the policy of the Limestone County Commission ("Commission") to comply with Alabama's Open Records Act, as amended by Ala. Act No. 2024-278, effective October 1,2024, ("Open Records Act") to allow Alabama residents, as defined below, to inspect and take a copy of public records within the custody and control of the Commission, subject to the payment of reasonable fees and to appropriate protections for private, confidential, privileged, and other nonpublic information, An Alabama resident requesting to inspect and take a copy of a public record (a "Requester") is required to comply with the procedures set forth below.

ALABAMA RESIDENT: For purposes of the Open Records Act, an Alabama resident is an individual who is permanently domiciled in Alabama with an expectation to remain in Alabama as demonstrated by reasonable proof of residency such as, but not limited to, an Alabama driver license or voter registration.

SUBMISSION OF REQUEST/PROOF OF RESIDENCY: All requests to inspect and take a copy of public records ("public records requests") must be submitted using the Commission's "Standard Public Records Request Form," a copy of which is attached to these procedures. The request must be accompanied by proof of the Requester's status

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as an Alabama resident. All requests and required documentation must be submitted by the Requester in person at the following location:

Limestone County Commission
310 West Washington Street
Athens, AL 35611

PLEASE NOTE, DUE TO CYBER SECURITY AND SAFETY CONCERNS THE COMMISSION WILL NOT RESPOND BY WAY OF ACKNOWLEDGMENT OR OTHERWISE TO ANY REQUESTS OR INQUIRIES REGARDING PUBLIC RECORDS THAT ARE SUBMITTED VIA UNSOLICITED EMAILS OR OTHER ELECTRONIC COMMUNICATIONS.

AMERICANS WITH DISABILITIES ACT COMPLIANCE: The Commission will provide effective communication as needed to ensure access to public records within its custody and control pursuant to the requirements of law and this policy.

DATE OF RECEIPT: A public records request will be deemed received when received at the location described above.

DESCRIPTION OF RECORDS REQUESTED: Requests must identify the requested public record with reasonable specificity. The County's Public Officer is not obligated to respond to a request that is vague, ambiguous, overly broad, or unreasonable in scope, nor is the Public Officer obligated to respond to a request that seeks records that do not exist or materials that are not public records,

REMITTANCE OF ADMINISTRATIVE FEES: A Requester will be required to pay estimated reasonable administrative fees before he or she may receive any public records and, in the case of a time-intensive request, i.e., a request that is estimated to require more than eight hours of staff time to process, prior to the initiation of a search for records responsive to the request. If the total fee associated with processing a request is more than the original estimated fee, any additional amount must be remitted before the requested records will be provided.

Fees may be submitted in person or via the United States Postal Service or other common carrier (e.g., FedEx). Payment must be in cash, or via money order or certified bank funds (e.g., cashier's check).

Fees that are remitted in person or by common carrier (other than the United States Postal Service) must be delivered to the following address:

310 West Washington Street
Athens, AL 35611

Fees remitted via the United States Postal Service must be addressed as follows:

Limestone County Commission
Public Officer Andrew D. Dill
Limestone County Attorney

Mailing Address:
310 West Washington Street

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Athens, AL 35611

QUESTIONS: Questions regarding the procedures described herein should be directed to the Limestone County Commission Public Officer by calling 256-233-6400 or by forwarding your inquiry to the mailing address noted above.

DATE _____ TIME _____

RECEIVED BY _____
(Initials)

INFORMATION REQUESTED:

THE FOLLOWING MUST BE COMPLETED

NAME _____ PHONE _____
(Please Print Legibly)

ADDRESS _____ CITY/ZIP _____

SIGNATURE _____ ORGANIZATION _____

COSTS: The County is permitted by law to recoup reasonable costs incurred in providing public records which can include retrieval, research, and duplication and preparation time. The requestor will be provided in advance with estimated cost for materials, labor, and shipping or delivery.

INSPECTION OF PUBLIC RECORDS: When a public inspection of records is requested, a custodian of those records must oversee inspection, retrieval, and re-filing. Appointments must be scheduled in advance. A labor charge will be imposed as set out herein.

MATERIALS: The cost of copies sized 8.5x11 or 8.5x14 inches is 35 cents per page. Charges for maps, plats, and other large documents are set by the applicable department. Fees are due whether the records are provided by paper or via pdf-file. The fee for records provided by USB drive is \$10.00.

LABOR: No labor charge is imposed when a nominal amount of staff time is needed to respond to a request. Charges for requests requiring more than 15 minutes of staff time are based upon the hourly base rate of pay for the least-paid employee of the applicable department who can respond to the request, multiplied by the actual time worked, and is computed on the basis of quarter hours, rounded up. Labor charges are in addition to the per page or per USB drive costs specified above and are due and payable even if no records responsive to the request are located, or in the event the requested records are subsequently determined to be exempt from disclosure.

DEPOSIT: A deposit is required when the County Administrator determines that more than one (1) hour of staff time will be needed to respond to a request. If the final cost is less than the deposit, the difference will be refunded; if greater, the additional cost must be paid prior to delivery or review of the records.

FORM OF PAYMENT: Deposits and final costs for records may be paid by cash, check, cashier check, or money order. Credit and debit cards are not accepted. If payment is made by cash, the exact amount is required; picture ID is required for payment by check.

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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 an agreement with Tennessee Valley Authority for radiological emergency preparedness funding.

**AGREEMENT BETWEEN
TENNESSEE VALLEY AUTHORITY
AND
LIMESTONE COUNTY, ALABAMA**

FOR

RADIOLOGICAL EMERGENCY PREPAREDNESS FUNDING

THIS AGREEMENT is made and entered into as of October 1, 2024 (the "Effective Date"), by and between Tennessee Valley Authority (TVA) and Limestone County, Alabama ("County"). TVA and County are "parties," and each is a "party" to this Agreement.

WITNESSETH:

WHEREAS, TVA is the owner and licensed operator of Units 1, 2, and 3 of the Browns Ferry Nuclear Plant, federally licensed nuclear facilities located in Limestone County, Alabama ("BFN") and

WHEREAS, advance planning is necessary to assure that the health and safety of the public will be protected in the unlikely event of a radiological emergency associated with the operation of BFN; and

WHEREAS, TVA has developed a BFN Emergency Plan so that in the unlikely event of a radiological emergency, appropriate federal, state and local government officials are notified, and appropriate monitoring and onsite measures are taken to protect the public; and

WHEREAS, County is responsible for the health, safety, security and welfare of its citizens; and

WHEREAS, local governments have the responsibility to develop and maintain effective response capability to support emergency actions, and

WHEREAS, County has the overall responsibility for emergency preparedness and Local response in County concerning an incident at BFN; and

WHEREAS, County is responsible for coordinating and for submitting to Alabama Emergency Management Agency ("AEMA") changes to the Radiological Emergency Plan/Program ("REP") for County and for annually certifying REP reasonable assurance to AEMA; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has been designated by the President of the United States of America to take the lead in offsite radiological emergency planning and response and to review and assess state and local plans for reasonable assurance and adequacy; and

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WHEREAS, the Nuclear Regulatory Commission ("NRC") will review the FEMA findings and determinations on the adequacy and capability of implementation of state and local plans and make decisions with regard to the overall (onsite and offsite) state of emergency preparedness, and

WHEREAS, NRC has adopted a regulation requiring that REPs meeting the FEMA-NRC criteria of NUREG-0654/FEMA REP-1 be implemented and maintained; and

WHEREAS, County has prepared a REP for radiological emergencies associated with the operation of Browns Ferry Nuclear Plant; and

WHEREAS, maintaining the BFN REP in accordance with the FEMA-NRC criteria and participating in exercises as required by NRC and FEMA regulations requires resources and results in costs (hereinafter referred to as "incremental costs") above and beyond those which would be required and incurred by County solely to meet its statutory duties to protect public health and safety; and

WHEREAS, TVA, has previously provided County with some of the funds necessary to meet the incremental cost of implementing a REP which sufficiently complies with the applicable regulations and related guidelines of the NRC so as to avoid an ordered shutdown of BFN's Units; and

WHEREAS, the State and local governments have completed development and implementation of a REP but must continue to maintain the REP current and periodically participate in REP exercises and drills to sufficiently comply with the applicable regulations and guidelines related thereto, for FEMA and the NRC; and

WHEREAS, TVA has agreed to pay to County the funds specified herein which shall constitute TVA's total responsibility for the incremental costs incurred by County in performing the obligations hereunder; and

WHEREAS, the parties intend that this Agreement will supersede and replace the prior agreement Between TVA and AEMA and Limestone County, Alabama, and will provide sufficient funds for meeting the County's incremental costs associated with maintaining the REP for BFN, to comply sufficiently with applicable regulations and related guidelines of FEMA and the NRC;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties agree as follows:

1, TERM AND TERMINATION OF PRIOR AGREEMENTS

The term of this Agreement begins on the Effective Date and will terminate five years ("Contract Years") thereafter. This Agreement shall automatically renew for successive terms of one (1) Contract Year unless terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the then-current term. Each Contract Year shall commence on October 1 and shall end on September 30 of the succeeding year. In the event of termination of this Agreement for any reason, County shall refund to the TVA all unobligated and unexpended funds at the end of the then-current term, or upon the termination date, whichever is earlier.

2. RESPONSIBILITIES OF COUNTY

2.1 County shall maintain, coordinating with AEMA and appropriate agencies and political

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subdivisions, County REPs (offsite contingency plans) for BFN in accordance with Applicable Laws (defined for purposes of this Agreement as all federal, State of Alabama, and Alabama regional, local, county, or municipal laws, regulations, policies and procedures that affect or govern the TVA nuclear facilities within the State of Alabama, and those services, material or equipment to be provided, supplied or used in connection with this Agreement), and criteria established by FEMA and the NRC. In performing this task, County shall be responsible for assuring the performance of all necessary related County activities including without limitation, staffing, planning, and coordination with local governments, administration, and logistical support.

2.2 Each County agency shall participate, in annual BFN Emergency exercises, as required by applicable laws, to maintain FEMA approval of the County and state BFN REP Annex. County is responsible for assuring the performance of all necessary and related County activities, including without limitation, staffing, planning, and coordination with local governments, administration, and logistical support, as stated in Exhibit B (Performance Tasks) to this Agreement.

2.3 County may utilize Equipment Account funds (as designated in Exhibit A) for routine in-kind replacement or repair of the REP equipment previously funded by TVA, if such equipment is no longer serviceable due to age, REP usage, or is in need of minor repair. In recognition of the benefits that County receives from non-REP usage of said equipment, County will use Equipment Account funds, County funds and other available funds, as necessary, to replace REP equipment. County shall obtain prior approval from TVA for any other expenditure of Equipment Account funds. TVA may require that the County make such approval requests in writing and provide the following information:

(a) Each such written request shall clearly and in detail (1) describe the purpose for which the requested funds will be used, (2) state the amount of funds that will be used, (3) state the total cost of the equipment to be purchased, (4) describe the reason such undertaking or equipment is necessary for maintaining REP activities and REP emergency operations, (5) state the source and amount of any other funds to be used for the equipment, and (6) state County's timetable for committing its own funding, if any.

(b) To enable TVA to thoroughly evaluate such written request, County shall furnish to the TVA such additional substantiating documentation and information concerning the use of the requested funds as TVA may request.

2.4 (a) County must submit a written request to TVA for any additional funds, for a specific Contract Year, which are not specified and allocated in Exhibit (A) for that Contract Year. County may submit such a request during any Contract Year in which County determines that it is necessary to request one-time additional funding for nonrecurring exceptional needs necessary for REP program maintenance, for the purchase of additional equipment that it will use to support REP maintenance activities and REP emergency operations.

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- b. Each such written request shall clearly and in detail (1) describe the purpose for which the requested funds will be used, (2) state the amount of funds requested, (3) state the total cost of the project to be undertaken or the equipment to be purchased, (4) describe the reason such undertaking or equipment is necessary for maintaining REP activities and REP emergency operations, (5) state the source and amount of any other funds to be used for the project or equipment, and (6) state the County's timetable for committing its own funding, if any.
 - c. To enable TVA to thoroughly evaluate such written request, County shall furnish to the TVA such additional substantiating documentation and information concerning the use of the requested funds as TVA may request.
 - d. All funds provided to County under Section 2.4 shall be used strictly for the purposes stated in the request for funds submitted pursuant to Section 2.4(a) above. Any such funds furnished by TVA which are not expended by County for such purposes shall be promptly refunded to TVA.
 - e. TVA reserves the right to set forth special terms and conditions in connection with its provision of funds under Section 2.4.
- 2.5 The funds provided to County under this Agreement augment local emergency preparedness activities, specifically reimburse REP expenses, and do not replace or substitute for the County's current or past budget expenses (whether allocated for local emergency preparedness activities or sub-agencies, or otherwise). These funds shall not affect present or future budget requirements that the County normally allocates for local emergency preparedness activities.

RESPONSIBILITIES OF TVA

- 3.1 TVA will fund the County quarterly during each Contract Year by reimbursing County on a lump-sum, fixed amount basis, for actual funds that County has spent in direct implementation of and compliance with this Agreement. Both parties understand that this Agreement is not a "cost-reimbursable" contract, and TVA does not represent or guaranty that its reimbursements to County will cover all County costs related to this Agreement. County shall utilize the funds provided by TVA only to reimburse the incremental expenses described in **Exhibit A** (REP Funding Support) hereto. County must accrue unexpended TVA funds in each **Exhibit A** category from Contract Year to Contract Year. None of the funds provided by TVA to County hereunder may be utilized to pay all or any part of the salary of any County official.
- 3.2 Upon receiving a written request from County, and all necessary information from County supporting such request, under either Section 2.3 or Section 2.4, above, TVA will evaluate and submit a written response to County within a reasonable time of TVA's receipt of such request.
- 3.3 TVA will comply with Applicable Laws governing its funding to County and management of the BFN REPs, consistent with this Agreement.

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4. USE OF EQUIPMENT

- 4.1 Any equipment purchased with Equipment Account funds or supplemental funds furnished hereunder shall be used in support of REP maintenance activities and REP emergency operations. Unless otherwise indicated by the TVA in writing, County may use such equipment for purposes other than REP support, only if County ensures that such use does not interfere with the timely availability of the equipment for REP support and does not expose the equipment to unusual or excessive wear and tear. County agrees to promptly report and replace or repair at its own expense any such equipment that is damaged or lost during, or as the result of, such non-REP related use.
- 4.2 County is responsible for maintaining any equipment purchased with TVA funds furnished under this Agreement in good working order at all times.
- 4.3 In the event this Agreement is terminated for any reason, County shall, with respect to any equipment purchased hereunder that has a remaining useful life at the time of termination, continue to use such equipment in support of REP maintenance activities and REP emergency operations and comply with the provisions of Paragraphs 4.1 and 4.2 above for the remaining useful life of such equipment.
- 4.4 Equipment that was purchased with funds provided by TVA under the Agreement between Alabama Emergency Management Agency and Limestone County, Alabama dated as of October 1, 2011, which had a remaining useful life at the time of termination of said agreement, shall be deemed to be equipment purchased with funds furnished hereunder for purposes of this Agreement.

5 DISCLAIMER

TVA makes no warranties or representations whatsoever, either express or implied, to County or to any third party as to the condition, safety, reliability, or adaptability of any equipment to be purchased in whole or in part with funds provided under this Agreement, for use in County's emergency management activities. The parties agree that TVA shall have no control over, or authority, responsibility, or liability for, the procurement, use or operation of any such equipment.

6. RELATIONSHIP OF PARTIES

No person performing services under this Agreement (other than a person directly employed by TVA) shall be considered as an agent or employee of TVA unless specifically designated by TVA in writing as an agent. TVA is not liable and disclaims any liability to County, or any agency thereof, or to any third party for damages to property, both real and personal, or personal injury (including death) which might arise out of or be in any way connected with any act or omission related to performance of this Agreement, on the part of any person not directly employed by TVA or designated by TVA in writing as an agent. Neither party is an agent of the other party for any purpose under this Agreement. In no event shall this Agreement be construed to confer any benefits or rights or any third parties.

7. RECORDS AND AUDIT RIGHTS

County agrees to receive and manage, in accordance with generally accepted accounting procedures, the funds advanced by TVA under this Agreement. A separate funding account, in County accounting records, shall be maintained for the receipt and disbursement of such funds.

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The County and its subcontractors shall preserve and make available their records for a period of three (3) years from the date of its completion of the performance tasks set forth in this Agreement and its Exhibits and Appendices; provided, however, that such records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or to which exception has been taken by TVA, shall be retained until such appeals, litigation, claims, or exceptions have been disposed of. TVA (or its designated representatives) shall have the right to examine and audit all books, records, vouchers, and accounts of County that pertain to the receipt, disbursement, and use of the sums advanced pursuant to this Agreement. Any such examination or audits shall be conducted during regular business hours and, to the extent possible, with reasonable advance notice.

8. ASSIGNMENT

Neither party will assign this Agreement to any third party, without the prior written consent of the other party.

9. LIMITATIONS OF LIABILITY

By entering into this Agreement, neither party, nor its agents or employees, assume any liability, obligation or duty (in tort, contract, strict liability, or otherwise) to the other party or any third party (or their subcontractors) for damages to property (real or personal) or personal injuries (including death), arising out of such parties' acts or omissions in connection with the performance of this Agreement.

10. TERMINATION AND MODIFICATION

10.1 TVA may terminate this Agreement upon written notice to County in the event:
(1) of a change in Applicable Laws that authorizes or provides for alternative funding for the REP purposes set forth herein; (2) BFN ceases licensed operations, or (3) the direct supervision of County's emergency management agency is transferred or delegated from the Limestone County Commission to another state or local government agency. In the event of termination under this Section, County shall refund to TVA within sixty (60) days of such termination all of the funds furnished hereunder which are unexpended as of the date the notice of termination was given by TVA.

10.2 In the event of significant change in FEMA or NRC REP requirements, County and TVA shall review the impact of any such change upon this Agreement and shall mutually determine, on the basis of such review, what Actions are necessary by either or both parties to maintain compliance with Applicable Laws. In the event of a drastic and sudden increase in the inflation rate (as measured by the percentage change in the twelve month Bureau of Labor Statistics Consumer Price Index for all urban consumers) or in any of the non-salary categories listed on Exhibit A, which increase(s) would cause quantifiable financial hardship to County, TVA and County agree to review **Exhibit A** and make appropriate modifications thereto, as an amendment to this Agreement. However, neither party is required to agree to such an amendment.

11. ADMINISTRATION OF THIS AGREEMENT

In all matters relating to this Agreement, TVA's Senior Manager of Emergency Preparedness or his designee shall act for TVA, and the Chairman, Limestone County Commission or his designee shall act for County.

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12. WAIVER OF BREACH

The waiver by TVA of a breach of any provision of this Agreement by County shall not operate or be construed as a waiver of any other or subsequent breach by County.

13. ENTIRE AGREEMENT

This instrument contains the entire Agreement and understanding between the parties and there are no oral understandings, terms or conditions not herein recited. No party has relied upon any representation, either expressed or implied, not contained in this Agreement. All prior understandings, terms and conditions relating to requests by County for funding relating to the maintenance of REPs are deemed to be merged in this Agreement. Any changes to this Agreement must be made in writing and executed by duly authorized representatives of both parties.

14. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with U.S. federal law, provided that, if federal law states no rule of decision for a particular matter or dispute, the laws of the State of Alabama will govern, without giving effect to Alabama's conflicts of law rules. Jurisdiction and venue for any dispute arising under or related to this Agreement properly will lie in the U.S. District Court for the Northern District of Alabama. Both parties waive any objection to that court's jurisdiction or venue therein.

15. SEVERABILITY

The unenforceability or invalidity of any particular provision of this Agreement shall not affect its other provision, and to the extent necessary to give such other provisions effect, they shall be deemed severable.

IN WITNESS WHEREOF, duly authorized representatives of the parties execute this Agreement, as of the Effective Date.

TENNESSEE VALLEY AUTHORITY	LIMESTONE COUNTY
By (Signature):	By (Signature):
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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EXHIBIT A

**LIMESTONE COUNTY RADIOLOGICAL EMERGENCY PLAN/PROGRAM (REP) FUNDING
SUPPORT**

	FY25	FY26	FY27	FY28	FY29
SALARIES	119,659.35	129,301.15	135,578.25	142,164.69	149,075.76
ADDITIONAL BENEFITS	53,500.00	55,318.52	57,310.05	59,400.82	61,595.78
TRAVEL	10,017.04	10,417.72	10,834.43	11,267.81	11,718.52
EQUIPMENT REPAIR AND MAINTENANCE	15,757.12	16,387.40	17,042.90	17,724.62	18,433.60
VEHICLE MAINTENANCE, REPAIR & FUEL	5,216.73	5,425.40	5,642.42	5,868.12	6,102.84
UTILITIES	4,637.10	4,822.59	5,015.49	5,216.11	5,424.75
COMMUNICATIONS SERVICES	5,852.65	6,086.76	6,330.23	6,583.44	6,846.77
RENTALS AND LEASE	1,391.13	1,446.77	1,504.64	1,564.83	1,627.42
EXERCISE AND TRAINING	1,836.83	1,910.30	1,986.71	2,066.18	2,148.83
BUILDING REPAIR & MAINTENANCE	36,869.19	38,343.96	39,877.72	41,472.82	43,131.74
OFFICE OPERATIONS	5,796.37	6,028.22	6,269.35	6,520.12	6,780.93
GRAND TOTAL	260,533.51	269,460.57	281,122.84	293,329.43	306,106.01

EXHIBIT B: PERFORMANCE TASKS

1. SCOPE OF SERVICES

- A. County will cooperate in a TVA's operation and maintenance of the REPs for BFN, and SQN in compliance with Applicable Laws and the requirements established by the NRC and FEMA.
- B. County will perform the tasks described in **Appendix 1** to this **Exhibit B**, in support of its obligations under the Agreement and this **Exhibit B**.

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- C. Sections 2.3 and 4 of the Agreement, and in specific circumstances, Appendix I, Section 14 govern the purchase and replacement, and repair, of equipment necessary to support REP-related activities under this Agreement. County or (consistent with Applicable Laws) other appropriate state or local government agencies, will own all equipment purchased and used by County under this Agreement. All such equipment shall be available for use, on a priority basis, to support the REP plans for BFN and SQN; provided, however, that consistent with Section 4.1 of the Agreement, such equipment may be used for other emergency response purposes when not required to support the REP.

2. PERSONNEL

In compliance with Applicable Laws:

- A. County will hire, train, and qualify all personnel that perform REP-related services under this Agreement.
- B. County shall maintain a record of qualifications and experience for all personnel that perform REP-related services under this Agreement. Upon TVA's written request, the County shall make such personnel records available to TVA.
- C. County shall encourage effective communication among the State of Alabama, affected State of Alabama and local agencies, and the other Alabama counties affected by the BFN REP. The County shall maintain fixed nuclear plant personnel staffing at levels necessary to effectively uphold offsite REPs requirements. The County will ensure that these personnel will remain available and responsive to support the TVA REPs as necessary to comply with this Agreement, or as reasonably requested by TVA.

3. PERFORMANCE STANDARDS

A. County is responsible for the performance or ensuring the performance (by any other local government emergency preparedness organization, or County's or such other agencies' subcontractors) of all tasks listed in **Appendix 1** to this **Exhibit B**, in compliance prevailing emergency preparedness (performance) standards. County is responsible for assessing and (as required by this Agreement) reporting on task performance progress its personnel, other agencies' personnel, and subcontractors to County or such other agencies. County remains responsible for its subcontractors' compliance with performance standards and this Agreement.

B. In the event the County or its subcontractors fail to perform in accordance with prevailing emergency preparedness professional (performance) standards, the County shall be responsible for re-performing or having such services re-performed at its cost. An REP-related deficiency identified by FEMA will not automatically constitute a failure to perform in accordance with prevailing professional standards. AEMA will notify the County with reasonable specificity within thirty (30) days after discovery of the County or its subcontractors', failure to make suitable progress upon or complete any task in accordance with prevailing professional (performance) standards and shall meet with TVA, AEMA, or ADPH to discuss and remedy the circumstances surrounding deficient performance.

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4. EQUAL OPPORTUNITY COMPLIANCE

The County shall comply with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and TVA regulations thereunder issued at 18 C.F.R. pts. 1302,1307, and 1309, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this Agreement. In carrying out its obligations under this section, the County shall comply with the provisions of Appendix 2 to this **Exhibit B**, which is an integral part of this Agreement. The County shall make the information set out in Appendix 2 available in a form accessible to persons who do not understand English, including the visually impaired, in a manner to be determined by AEMA, ADPH and TVA.

5. RECORDKEEPING

The County and its subcontractors shall keep accurate records in sufficient detail to allow verification of progress and completion of the performance tasks described in Appendix 1, and enable TVA to audit such records, consistent with Section 7 of the Agreement.

6. REPORTING REOUCREMENTS

County shall submit three quarterly and a final progress report to TVAduring each Contract Year of this Agreement. The County shall submit individual quarterly reports within thirty (30) days after the completion of each of the first three quarters of the Contract Year detailing the progress and/or completion status of each task listed in Appendix 1 of this **Exhibit B**. The County will submit its final annual report to TVA within thirty (30) days of the end of the Contract Year and summarize in such report the completion of each task performed during the prior Contract Year.

APPENDIX 1

PERFORMANCE TASKS

1. The County will assist AEMA and ADPH in maintaining the Radiological Emergency Annex to the state Emergency Operations Plan (EOP)for Nuclear Power Plants for BFN and Sequoyah (SQN) Nuclear Plants and cooperate to operate and maintain a quality REP Annex, in compliance with Applicable Laws, and Nuclear Regulatory Commission (NRC) and Federal Emergency Management Agency (FEMA) guidance, applicable to offsite radiological emergency preparedness (REP) plans.
 - A. The County will ensure that current (or above) REP plan effectiveness levels are maintained in all REP Annex and program areas.
 - B. The County will coordinate REP planning and operational activities with adjacent or other States and Federal agencies as necessary. The County will provide REP-related information and necessary copies of the REP Annex to TVA and to State and Federal agencies as necessary.

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- C. The County will annually assist AEMA and ADPH in a review of the REP Annex and SOGs with appropriate State, county and independent agencies to ensure that a coordinated response will be made to plan changes and lessons learned during the fiscal year, this includes implementing appropriate portions of the updated Evacuation Time Estimate study. They will annually review and maintain necessary letters of agreements for support of the REP.
- D. The County will ensure that organizational tasks and procedures are current, in accordance with FEMA established/acceptable guidance, and that consistency exists among State and county agencies.
- E. The County will annually assist AEMA in a review and evaluate changes in site proximity hazards and demography to determine their effects on the safety of TVA nuclear plants. Review will include changes in population distribution or in industrial, military, or transportation hazards.
- F. The County will maintain a close liaison with TVA and AEMA REP staff to ensure they are aware of REP Annex changes and that State, County and TVA plans are synchronized.
- G. The County (in cooperation with the Alabama Emergency Management Agency (AEMA) and Alabama Department of Public Health (ADPH) will update, publish, and distribute changes to the REP Annex or applicable SOGs, as needed. Identified changes shall be updated and distributed at least annually.

2. The affected county agencies/organizations will participate in REP exercises and drills on an annual basis in accordance with the REP Annex. In addition, to the extent requested by TVA, each will participate in dress rehearsals for FEMA graded exercises and the annual FEMA non-graded dress rehearsal and exercise, to include participation of the counties, SEOC, CECC, JIC, SRMAC, field monitoring teams and laboratory facilities. Participation shall be of the nature and quality to amply demonstrate the capability of protecting the health and safety of the public in accordance with established FEMA and NRC exercise evaluation processes.

- A. The County will cooperate with and provide information to TVA and other agencies as needed to facilitate exercise planning and development, including exercise objectives, on-site scenario needs, and off-site scenario packages. The County shall conduct pre-exercise and drill checks to ensure exercise readiness.
- B. The County will ensure that all phases of the TVA off-site REP are successfully demonstrated in the required cycle.
- C. The County will work with AEMA and FEMA for exercise coordination, scheduling, review, evaluation, and necessary resolutions.

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- D. During State and/or local participation in dress rehearsals and exercises, the County will provide timely official public information on offsite matters from the TVA/State/local Joint Information Center located in Decatur.
 - E. The County will work with AEMA and ADPH to ensure that REP responsibilities during exercises are sufficiently carried out in order to achieve all established exercises objectives.
 - F. The County will perform appropriate training, procedural adjustments, exercises, and drills as needed to correct evaluation items noted as deficient or requiring any corrective action.
 - G. Following each dress rehearsal and exercise, the County, in conjunction with involved State and local agencies, will prepare and implement an exercise evaluation report/action plan to record lessons learned and direct actions to improve response in future exercises or emergencies. The report will be distributed to TVA and appropriate State and/or local agencies.
- 3 The County will maintain annual training of personnel necessary for staffing positions or functions identified in the County Plan, which is part of the REP Annex, to include local government employees/officials, and volunteers. The County will also ensure that REP planners, local Public Information Officers, exercise controller and evaluators, emergency medical services and facility personnel, emergency workers, and others as needed are adequately trained. Training activities will be coordinated with ADPH, AEMA, and TVA REP personnel.
- A. ADPH will develop and maintain lesson plans and/or instruction material for annual emergency worker and other necessary REP related training.
 - B. The County EMA's shall offer required REP training and recruit as necessary to ensure the existence of adequate REP capabilities within each affected local agency or support group, to include volunteers.
 - C. The County EMA's will conduct annual training of personnel necessary for staffing positions or functions required in the REP Annex Plan and/or SOG's. The County will meet semiannually with school officials to review notifications, evacuation, reception, and other REP procedures.
 - D. The County will maintain detailed records of REP related training for necessary documentation.
4. The County will ensure that it and other State or local REP support agencies will provide public information/educational support and programmatic REP support for BFN and SQN.
- A. The County will annually assist AEMA and TVA in the coordination, writing and review of the Public Information material (calendar or brochure) provided in support of the public information and/or education effort, including the review of evacuation routes, signs, confirming/updating street or road identification, accuracy of emergency planning information, and other information as necessary. The county will also review the Special Needs Questionnaire, which will be received from AEMA for their planning and use during a REP emergency.

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B. The County will annually coordinate with necessary State and local agencies to ensure that agriculture information pertaining to crop and livestock protection can be rapidly disseminated to the counties in the plume and ingestion pathway Emergency Planning Zones (EPZs) as necessary. The County will annually review existing agriculture brochure/information and coordinate necessary revisions as required.

C. The County shall annually review and rewrite as necessary procedures for public information and education. The County will annually coordinate with necessary State and local agencies to assess whether tourist information pertaining to a radiological emergency should be disseminated to the counties in the plume pathway EPZ as necessary.

D. The County will annually participate in the media training conducted by TVA to acquaint the news media with emergency information concerning TVA's nuclear plants.

E. The County will maintain an Emergency Alert System capability necessary for timely and accurate emergency notifications and emergency information as necessary to inform the public in the event of a radiological emergency. An annual review of the system will be performed, and updates shall be made as necessary.

F. The County will participate in the coordination and review process for the TVA update of REP maps utilized in support of the REP.

G. The County representatives will participate in quarterly (and other meetings as requested) planning, coordination, and enhanced communication meetings with TVA.

H. The County will prepare and maintain current emergency communication directories for the REP plans. The County will coordinate and provide AEMA, ADPH, and TVA with local contacts necessary to ensure effective communications during an emergency. This shall include current telephone numbers (requires quarterly update), initial notification procedures, key local officials, and any special contact arrangements. The County will assist TVA in the quarterly review and update of the TVA Emergency Notification Directory.

5. The County will provide an operational radiological protection system in accordance with the REP Annex and NRC/FEMA requirements for the effective radiological support of the TVA REP plan.

A. ADPH will ensure that cyclic calibration and repair of radiation protection devices are maintained in the appropriate locations as required for REP purposes for the control of radiological exposure during a radiological emergency. If a radiological protection device cannot be easily repaired or calibrated by ADPH, it will be the responsibility of the county or state agency to repair or replace the affected device.

B. The County will provide, maintain, and administer the equipment and supplies necessary for controlling radiological exposure during an emergency, including shelter kits, emergency services kits, decontamination supplies, TLDs, and other supplies required by the REP Annex.

C. The County will coordinate the placement and utilization of dosimeters, survey instruments, thermos luminescent dosimeters (TLDs), and potassium iodide (KI). **ADPH** will coordinate with the County EMAs the make and model, and total number of radiation protection devices required for REP purposes.

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D. The County and ADPH will coordinate the issuance, recovery, and exchange of TLDs and KI in a timely manner.

6. ADPH, with implementation assistance from AEMA and the Affected County EMA, will act as the primary point of contact for coordination and consistency of all State and local SOGs pertaining to radiological matters.

A. ADPH (with the Affected County EMA assistance) will maintain the capability to perform independent accident assessment and protective action decision-making processes.

B. ADPH (with AEMA and the Affected County EMA assistance) will evaluate recovery/reentry procedures and SOGs related to TVA's REP plan.

C. ADPH (and the Affected County EMA assistance) will maintain the capability to verify offsite predicted doses by radiological field monitoring.

D. ADPH will maintain the capability to evaluate the ingestion pathway hazard and to issue orders for which AEMA, the Affected County EMA, and other necessary State and/or county agencies will implement protective actions to minimize the potential hazard associated with contaminated food products and water in the areas surrounding BFN.

E. The County will ensure an operational system of communication in accordance with the REP Annex and NRC/FEMA requirements for the effective communication support of the TVA REP plan. The County will ensure the operational system of communication within ADPH.

F. To the extent required to maintain an operational system of communication in accordance with the REP Annex and NRC/FEMA requirements, The County will maintain their agency's inventory of communication equipment purchased by TVA for emergency response purposes within the BFN affected counties. The County will maintain a 24-hour manned communications center for nuclear plant emergencies.

G. The County will continue to maintain a Repair Program for the repair/maintenance of items used by the affected counties in direct support of the REP and purchased by TVA funds.

H. Lawrence, Lauderdale, Limestone, Madison, and Morgan County EMAs will maintain current and/or necessary (local maintained) REP telephone circuits (including applicable telecopy lines) and other communication capabilities in their respective county.

I. The County will, at least weekly, test emergency REP communications among the State, local agencies, and TVA, including any backup systems. They will report communication malfunctions to TVA for equipment maintained by TVA.

7. The County will monitor, test and operate the Prompt Notification System (PNS) sirens and tone alert radios in accordance with TVA-approved procedures. Testing will include any activity necessary to conduct FEMA/NRC/TVA or other needed tests.

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8. The County will install and maintain evacuation route signs for BFN in cooperation with TVA, State Department of Transportation, and county EMA and road departments. The County's responsibilities will include quarterly reviews and replacement/repair of lost or damaged signs, and the addition of signs as necessary. AEMA will provide assistance and coordination with Lawrence, Limestone, Lauderdale, and Morgan Counties regarding the fabrication and purchase of evacuation route signs for BFN in cooperation with TVA, Alabama Department of Transportation, County EMAs, and with Alabama Department of Transportation.
9. The County will coordinate with State and/or local agencies and localities to provide for the use of facilities for the offsite support of BFN and SQN, e.g. schools, local hospitals, shelters, etc.
10. ADPH will maintain primary and backup hospital arrangements in support of theTVA REP plan and conduct radiological medical training and drills as necessary. The County shall support as necessary.
11. The County will annually review the TVA Emergency Action Levels for BFN, providing TVA with a written report following the review.
12. The County will review and comment on FEMA or other REP requirements and proposed changes as necessary.
13. TVA may provide funds under this Agreement for use by the County in order to assist in the repair/replacement of equipment previously purchased with TVA funds (or provided directly by TVA) for the support of TVA's REP program, consistent with Section 2.4 and Section 4 of the Agreement.
14. The County will maintain and annually provide to TVA (upon submittal of the final FY report) a complete inventory of equipment purchased by the County with TVA funds (or provided to the agencies by TVA) in support of TVA's REP plans.
15. The County must provide periodic written reports to TVA in compliance with Section 6 of **Exhibit B**.

APPENDIX 2

EQUAL OPPORTUNITY STATEMENT

Unless otherwise approved by TVA's Equal Opportunity Staff, County shall include the following statement in all handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to describe the REP program, including, where TVA deems appropriate, notices posted by County:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a federal agency. Under Title VI of the Civil Rights Action of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1974, and applicable TVA regulations at 18C.F.R pts. 1302, 1307, and 1309, no person shall on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of; or otherwise be subjected to

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discrimination under this program In addition, no qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment (including hiring) under the program If you feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 90 days from the date of the alleged discrimination. The complaint should be sent to the Tennessee Valley Authority, Equal Opportunity Staff, 400 West Summit Hill Drive, Knoxville, Tennessee 37902. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.

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 approve a Contract with Katy Hanson, Private Contractor Service Coordinator, to coordinate diversion services for juveniles assigned through the Limestone County Juvenile Court.

CONTRACT
for Services Between
the Limestone County Commission
and
Katy Hanson, Private Contractor
Service Coordinator

This contract for services (Contract) is hereby made and entered into by and between Katy Hanson, Private Contractor (Service Coordinator), and the Limestone County Commission (LCC).

PURPOSE:

The purpose of this Contract is to coordinate diversion services for juveniles assigned through the Limestone County Juvenile Court, including community service, ankle monitoring, and outpatient substance abuse programs.

SERVICES TO BE PROVIDED:

Beginning on October 1, 2024, and ending September 30, 2025, or as mutually agreed upon, Katy Hanson will coordinate activities to accomplish the goals and objectives outlined below in the capacity of Service Coordinator.

STATEMENT OF MUTAL BENEFIT AND INTERESTS:

Benefits to LCC include lowering the recidivism rate for juveniles in Limestone County Juvenile Court and providing opportunities to connect positively with the community for juveniles through the Limestone County Juvenile Court.

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COMMUNITY SERVICE COORDINATOR SHALL:

Conduct the following three (3) main components to the Diversion Program, and they are as follows:

Component I Intensive Outpatient Program for substance abuse - IOP meets Tuesdays and Thursdays from 4pm-6pm each week at the JPO location. Individual or Parent sessions are scheduled as needed.

Component II: Community Service in the initial meeting, the parent/guardian and juvenile meet with the Service Coordinator to discuss guidelines and create a Service Agreement that suits the business and juvenile/parents schedule. This includes the place/business, dates, hours, and completion deadline for service work. The juvenile provides an updated timesheet to the Service Coordinator weekly. Biweekly, the Service Coordinator contacts the businesses to confirm hours worked and Code of Conduct adherence.

Component III: In-Home Detention through Ankle Monitoring- Monitoring is 24/7 via GPS and the tracker app and website. The juvenile must be with a parent/guardian if he/she is not at home or school. Parents call the monitoring number with each change in juveniles' location. The Service Coordinator checks to confirm the monitor location matches the location given on the call. If there is a discrepancy between location and permission, an alarm is sounded on the monitor and the parent/guardian is contacted.

Additional Goals and Objectives that are to be conducted by the Service Coordinator are listed as follows:

Goal #I- Hold juvenile offenders accountable for the criminal offenses they have committed.

Objective #1: Ensure that those juvenile offenders who meet DYS Diversion grant criteria are ordered by the Limestone County Juvenile Court to perform Community Service hours satisfactorily and complete the ordered hours within six (6) months of being ordered.

Activities:

- Utilize Service Coordination Program to ensure timely flow of orders from the Limestone Court for juvenile offenders to perform community service under supervision of the Limestone County Juvenile Probation Officer.
- Document completion, partial completion of or non-compliance or ordered community service hours with time sheets signed by on-site supervisor in the public or private non-profit community agencies utilizing the services of juveniles ordered to perform community service hours.

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- Submit updated information on the status of each juvenile's completion, partial completion or non-compliance with ordered community service hours each week to the Limestone County Juvenile Probation Office.

Goal #2- Develop and maintain community service assignments that will allow the juvenile to make a positive impact by providing needed services in public and private non-private organizations.

Objective #1- Service Coordinator will cultivate and maintain a minimum of ten (10) partnerships with public or private non-profit community-based agencies where juveniles can be assigned to perform community service activities.

Objective #2- Service Coordinator will develop a minimum of one (1) new partnership with public or private non-profit community-based agencies each year where juveniles can be assigned to perform community service activities.

Activities:

- A Service Coordinator will recruit participation by community-based public and private non-profit organizations and agencies to provide meaningful work experiences.
- Volunteer to supervise offenders sentenced to community service, and to serve as a role model for adjudicated youth in community service capacities.

Goal #3- Help offenders develop new skills through supervised work activities.

Objective #1- Ensure that 100% of community service assignments provide the juveniles an opportunity for skill development and interaction with positive role models as well as learning about the needs of others and helping to create something of lasting benefit to the community.

Activities:

- Limestone County Juvenile Court will seek opportunities for juvenile offenders to participate in human service and public works tasks such as those provided through participation in projects through KALB, Alabama Veterans Museum, Athens-Limestone Animal Shelter, Athens Boys & Girls Club, and other community-wide service projects.
- Limestone County Juvenile Court and Service Coordinator will develop a Memorandum of Understanding with each public or private non-profit agency agreeing to participate in the Community Services Program.
- Limestone County Juvenile Court and Service Coordinator will develop job descriptions with each participating agency or organization for the

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jobs/tasks to be assigned to juveniles performing community service hours.

LCC Shall:

LCC shall provide Twenty-eight Thousand Eighty Dollars and 00/100 (\$28,080.00) to the Service Coordinator for carrying out the goals and objectives listed in this agreement. This provides thirty (30) hours per week at Eighteen Dollars and 00/100 (\$18.00) per hour for fifty-two (52) weeks. The LCC will be invoiced bi-weekly by Katy Hanson, Private Contractor for sixty (60) hours (30 hours per week).

The Service Coordinator will also be paid an additional payment of Twenty-five Dollars and 00/100 (\$25.00) per ankle monitor placed on juveniles referred to the In- Home Detention Program.

It is mutually understood and agreed by and between the parties that modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

It is further mutually understood and agreed by and between the parties that Katy Hanson, Private Contractor, Service Coordinator, or the Limestone County Commission may, in writing, terminate this instrument in whole or in part at any time by providing thirty (30) days written notice to either party.

Collin Daly, Chairman
Limestone County
Commission

Katy Hanson
Service Coordinator

Dated: _____

Dated: _____

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 LaDon Townsend to approve a MOU awarding the following three grants for Community Corrections:

- FY24-25 Drug Court funding for the Limestone County Veterans Treatment Court in the amount of \$17,357.00.

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- FY24-25 Drug Court funding for the Limestone County Drug Court in the amount of \$17,357.00.
- FY24-25 Drug Court funding for the Limestone County Family Treatment Court in the amount of \$29,540.00.

MEMORANDUM OF UNDERSTANDING

Between

Limestone County Veterans Treatment Court

and

THE ALABAMA ADMINISTRATIVE OFFICE OF COURTS

This Memorandum of Understanding (“MOU”) is entered into between the Limestone County Veterans Treatment Court (hereinafter referred to as “Grantee”) and the Alabama Administrative Office of Courts (hereinafter referred to as “AOC”).

Preamble

The AOC has a significant interest in developing and supporting methods to implement diversionary tools for drug-affected offenders involved in the court system in Alabama through the utilization of drug courts. The Grantee has expressed interest in implementing or enhancing one or more of the following: Adult Drug Court, Family Treatment Court, Juvenile Drug Court, Mental Health Court, or Veterans Treatment Court, and has sought financial assistance from the AOC for this purpose. The AOC, having received an appropriation from the Alabama Legislature as a part of the FY2025 budget to implement and enhance drug courts throughout the state, hereby agrees to provide financial support to the Grantee in its endeavor to the extent that is agreed upon in this MOU.

Article I - Period of Award

This MOU shall begin on October 1, 2024, and shall not extend beyond September 30, 2025.

Article II - Consideration

The total amount of funds to be transferred from AOC to the Grantee pursuant to this agreement shall not exceed \$17,357. **Funds shall be disbursed in equal quarterly allotments at the beginning of each quarter i.e., not on a reimbursement basis.** Programs awarded a grant from AOC will be guaranteed the first quarter amounts, however, the second through fourth quarter amounts will be contingent upon continued funding from the legislature. AOC reserves the right to withhold payments in the event that the grantee has failed to comply with the grant requirements or has failed to expend funds previously distributed within a reasonable time period.

In return, the Grantee agrees to apply all of the funds received from the AOC pursuant to this agreement toward the implementation, facilitation, and/or continuation of a Specialty Court program. The Grantee shall provide assessment, referral, placement, case management, and drug testing services for participants who are referred in the above listed jurisdiction(s).

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Article III - Use of Funds

The Grantee shall use the funds as specified in the final approved budget Requests for changes to the budget must be approved prior to deviation from the approved budget.

The funds shall be used to hire personnel to run the specialty court docket and assist in the case management of participants (e.g., Specialty Court Coordinator, Case Manager), provide assessment or treatment services for participants, attend training or continuing education for staff or team members, or purchase supplies and equipment for the program (e.g., drug testing equipment, office supplies, etc.). All funded programs are required to send at least one team member to the Alabama Association of Drug Court Professionals conference each year.

The funds shall not be used for any other purpose outside of the Treatment Court program; nor shall the funds be utilized to supplement the salary of any sitting or active judge or any other UJS employee. These funds cannot be used to supplant services, salaries, supplies, or other costs that have been funded by other sources such as grants, participant fees, or other appropriations. The AOC encourages programs to seek other grant funding; however, if such funding is obtained during the contract year, the Grantee shall notify the AOC immediately and provide documentation showing how the grant funds shall be utilized so that funds do not duplicate or supplant AOC funds.

Grant funds shall be held in a non-interest accruing account of an entity with a federal tax identification number. Any remaining funds at the end of the fiscal year shall not lapse into any county or city general fund but shall be retained in the Drug Court fund for the use of grant approved activities by the Grantee. The Grantee shall maintain separate accounting records of these grant funds and provide quarterly expense reports to the AOC.

The Grantee shall maintain records of their financial transactions and accounts in accordance with generally accepted accounting principles. The Grantee shall maintain separate accounting records of the use of AOC grant funds. The Grantee agrees to submit a signed and notarized invoice to the AOC no later than the 10th of the first month of each quarter in order to receive fund installments.

The Grantee shall be responsible for any taxes assessed on the grant funds unless the Grantee has non-profit status.

Article IV — Reporting and Compliance

The Grantee shall also submit a quarterly financial report on a form provided by the AOC, along with supporting documentation (invoices, receipts, timesheets, etc.), no later than the 10th of the first month of each quarter. **Installments shall not be released until both the invoice and complete expense report for the previous quarter are received.** The Grantee shall supply a copy of an annual financial audit at the end of the fiscal year.

The Grantee agrees to collect and provide program and participant data in the following form and manner. **Monthly reports generated from MIDAS are due by the 10th of each month. Grant funds shall not be released to the Grantee until the reports are received.** Failure to timely submit your monthly report may constitute delay or cancellation of funding.

The Grantee shall submit to an annual site visit by the AOC staff or designees. Services of Adult Drug Courts shall be provided in accordance with the Alabama Drug Offender Accountability Act and the Ten Key Components of Drug Court. Mental Health courts shall comply with the Ten Essential Elements of Mental Health Court. Veterans Treatment Courts shall comply with the Ten Key Components of Veterans Treatment Courts. Juvenile Drug Courts shall comply with die Sixteen Strategies of Juvenile Drug Courts.

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Family Drug Courts shall comply with the Seven Key Ingredients of Family Drug Courts.

Each Grantee must maintain the minimum standards for treatment courts which includes but not limited to; holding court at least twice a month and meeting requirements of drug testing as laid out in the Adult Drug Court Best Practice Standards. Failure to comply with these standards may result in reduce funding of future applications.

Additionally, the Grantee shall submit an annual programmatic report by the fifteenth day of January each year. The Grantee shall also submit organizational information-including policies and procedures, forms, MOUs, evaluations, and other materials-upon request to the AOC.

The AOC reserves the right to withhold payments in the event that the Grantee has failed to comply with the grant requirements. Additionally, the AOC may suspend funding in whole or in part for failure to make satisfactory progress toward the goals or strategies set forth in the Grantee's application for funding. New programs shall be operable and accepting participants within 90 days of the date of this Memorandum of Understanding. The AOC may withhold further payments if the Grantee is not operational after 90 days.

Article V - Substance Abuse Treatment Providers

The Grantee shall ensure that all mental health and substance abuse treatment providers are certified by the Alabama Department of Mental Health. Furthermore, the grantee shall ensure that a state approved psychosocial assessment conducted by a certified clinician in accordance with the criteria certified by the Department of Mental Health is utilized to determine appropriate levels of care and duration of services.

Article VI-MIDAS

All Grantees shall utilize all components of the MIDAS automated participant tracking system to include, but not be limited to reports, interview, accounting, and drug testing. This system shall be provided by AGC at no charge. The MIDAS Administrator has the right to immediately revoke or suspend a user or the contracting agency from the use of MIDAS for any detected, suspected, or alleged misuse at his or her discretion.

Article VII - Status of Employment

Nothing in this Memorandum of Understanding is intended to create an employment relationship between the Grantee and the AOC. For all purposes, the Grantee shall be deemed an "Independent Contractor."

Article VIII - Warrant and Indemnification

The AOC and the Grantee agree to indemnify, defend, and hold each other harmless including each party's directors, officers, agents, and employees against any third party's actions, claims, suits, proceedings, liabilities, and damages including, without limitation, attorney fees, arising out of or in any way related to the performance of this MOU.

Article IX - Confidentiality, Publication, and Non-Disclosure

The Grantee acknowledges and agrees that certain confidential information pursuant to applicable federal, state or local laws, codes, regulations, rules, and/or orders may be obtained or created through its work with the AOC during the Term on this MOU. The Grantee agrees to take necessary and appropriate measures to protect the privacy and confidential nature of individual information during the Term of this MOU.

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Article X - Records and Audit

The Grantee shall retain any and all documents, data, or other materials related to this MOU (“Records”) for five (5) years (“Retention Period”) after final payment has been made by the AOC and all pending matters have been closed. If an audit, litigation, or other action involving the Records occurs before the end of the five (5) year Retention Period, the Grantee agrees to retain the Records until all issues arising out of an audit, litigation, or other action are resolved or until the end of the Retention Period, whichever is later. Following the Retention Period, the Grantee may in its sole discretion continue to retain or dispose of the Records, provided that the Grantee shall make all good faith efforts to dispose of the Records in a confidential manner. All costs and reimbursements related to this Memorandum of Understanding shall be subject to annual audit by both the AOC and the Grantee.

Article XI - Conflict of Interest

The Grantee represents and warrants that it has no current actual knowledge of any agreements or transactions in which the rights, duties, obligations, or interests of the Grantee or any affiliate or related party of the Grantee, conflicts with or is inconsistent with the rights, duties, obligations, or interests of the Grantee, the AOC, or this MOU. The AOC represents and warrants that the AOC has no current actual knowledge of any agreements or transactions in which the rights, duties, obligations, or interests of the AOC or any affiliate or related party of the AOC conflicts with or is inconsistent with the rights, duties, obligations, or interests of the AOC, the Grantee, or this Memorandum of Understanding.

Article XII - Compliance with Laws

In performance of the Services, the AOC and the Grantee shall comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders.

The AOC and the Grantee agree to abide by any applicable State Travel and Per Diem Policies and all accounting and federal grant restrictions, as applicable.

All grantees must register with the E-Verify Program before the funding is approved by the Administrative Director of Courts. E-Verify is an Internet-based system that compares information from an employee's Form 1-9, Employment Eligibility Verification, to data from U.,S, Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The Grantee must also complete the Beason-Hammon Taxpayer and Citizen Protection Act Forms. Complete the Affidavit for Business Entity/Employer/Contractor and the E-Verify MOD for Employers. The affidavit must be sealed by a Notary Public and signed by the Notary Public and Affiant. The Grantee must return these two forms with this MOU.

The contractor is not considered a merit system employee and is not entitled to any benefits of the State Merit System. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they 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, a contracting party 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. In compliance with Act 2016-312, the contractor 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 this state can enjoy open trade. In the event any dispute between the parties, senior officials of both parties shall meet and engage in good faith attempt to resolve the dispute. Should the effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment with the State of Alabama. For any and all disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize the appropriate forms of

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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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 Alabama State Bar. In compliance with Ala. Act No 2023- 409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

Article XIII- Miscellaneous

- A. Waiver. A Party’s failure to insist on compliance or enforcement of any provision of this MOU shall not affect the validity or enforceability or constitute a waiver or future enforcement of that provision or any other provision of this MOU by that party or any other party.

- B. Disputes. 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 MOU 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 agreement shall be deemed null and void. The contractor’s sole remedy for the settlement of any and all disputes arising under the terms of this MOU shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

- C. Governing Law. This MOU shall in all respect be subject to, and governed by, the laws of the State of Alabama.

- D. Severability. The invalidity or unenforceability of any provision in this Memorandum of Understanding shall not in any way affect the validity or enforceability of any other provision of this MOU, and this MOU shall be construed in all respects as if such invalid or unenforceable provision had never been in the MOU.

- E. Notices. All notices, requests, demands, and other communications between any party to this MOU shall be in writing and shall be deemed to have been duly given: (1) on the date served personally on the party to whom notice is to be given; or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

All communications to the Grantee shall be provided to the Project Director. All correspondence, reports, and forms to the AOG shall be provided to:

Administrative Office of
Courts Attention: Drug
Court Services Division 300
Dexter Ave.
Montgomery, AL 36104

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- F. Assignment. The rights, benefits, and duties pursuant to this MOU may not be assigned without the prior written notice to and consent of the other party.
- G. Amendments. This MOU may be amended at any time by mutual consent of the parties hereto, with any such amendment to be invalid unless in writing and signed by all parties.
- H. Entire Memorandum of Understanding. This MOU and the attachments hereto contain the entire MOU, covenants, conditions, and understanding by and between the AOC and the Grantee with respect to the terms contained herein, and no other representations, promises, agreements, or understandings, written or oral, related in any way directly or indirectly to the terms contained in this MOU, shall be of any force or effect.
- I. Binding Effect. This MOU shall be binding upon and shall inure to the benefit of the Grantee and the AOC.
- J. No Representations. Both parties represent that they have had opportunity to obtain separate legal counsel and have participated in the drafting of this MOU and nothing in this MOU shall be construed or interpreted against a party by having drafted any of the provisions hereof.

Article XIV - Termination

This MOU may be terminated by either party at any time and for any reason, by giving 30 days written notice to the other party (“Termination Notice”). Any termination of this MOU does not release either party from any objection or liability accrued or outstanding pursuant to this MOU prior to the date of termination, including, without limitation, any payment or other obligation(s) accruing prior to the date of termination.


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Article XV – Endorsements

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the first date indicated below.

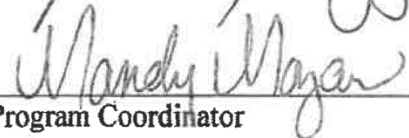
Alabama Administrative Office of Courts and Limestone County Veterans Treatment Court.

Federal Employer ID#



Judge or Authorizing Official

Date 9/10/24



Program Coordinator

Date 9/10/24

Dr. Rich Hobson, Administrative Director of Courts

Date

Mandi Hall, Director, Family Court Division

Date

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Eric L. Locke, Staff Attorney
Administrative Office of Courts

Date

This contract has been reviewed for and is approved as to content.

Cheryl Plato-Bryant, State Coordinator
Administrative Office of Courts

Date

Donna Oates, Treatment Court Specialist
Administrative Office of Courts

Date

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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MEMORANDUM OF UNDERSTANDING

Between

Limestone County Drug Court

and

THE ALABAMA ADMINISTRATIVE OFFICE OF COURTS

This Memorandum of Understanding (“MOU”) is entered into between the Limestone County Veterans Treatment Court (hereinafter referred to as “Grantee”) and the Alabama Administrative Office of Courts (hereinafter referred to as “AOC”).

Preamble

The AOC has a significant interest in developing and supporting methods to implement diversionary tools for drug-affected offenders involved in the court system in Alabama through the utilization of drug courts. The Grantee has expressed interest in implementing or enhancing one or more of the following: Adult Drug Court, Family Treatment Court, Juvenile Drug Court, Mental Health Court, or Veterans Treatment Court, and has sought financial assistance from the AOC for this purpose. The AOC, having received an appropriation from the Alabama Legislature as a part of the FY2025 budget to implement and enhance drug courts throughout the state, hereby agrees to provide financial support to the Grantee in its endeavor to the extent that is agreed upon in this MOU.

Article I - Period of Award

This MOU shall begin on October 1, 2024, and shall not extend beyond September 30, 2025.

Article II - Consideration

The total amount of funds to be transferred from AOC to the Grantee pursuant to this agreement shall not exceed \$17,357. **Funds shall be disbursed in equal quarterly allotments at the beginning of each quarter i.e., not on a reimbursement basis.** Programs awarded a grant from AOC will be guaranteed the first quarter amounts, however, the second through fourth quarter amounts will be contingent upon continued funding from the legislature. AOC reserves the right to withhold payments in the event that the grantee has failed to comply with the grant requirements or has failed to expend funds previously distributed within a reasonable time period.

In return, the Grantee agrees to apply all of the funds received from the AOC pursuant to this agreement toward the implementation, facilitation, and/or continuation of a Specialty Court program. The Grantee shall provide assessment, referral, placement, case management, and drug testing services for participants who are referred in the above listed jurisdiction(s).

Article III - Use of Funds

The Grantee shall use the funds as specified in the final approved budget Requests for changes to the budget must be approved prior to deviation from the approved budget.

The funds shall be used to hire personnel to run the specialty court docket and assist in the case management of participants (e.g., Specialty Court Coordinator, Case Manager), provide assessment or treatment services for participants, attend training or continuing education for staff or team members, or purchase supplies and equipment for the program (e.g., drug testing equipment, office supplies, etc.). All funded programs are

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required to send at least one team member to the Alabama Association of Drug Court Professionals conference each year.

The funds shall not be used for any other purpose outside of the Treatment Court program; nor shall the funds be utilized to supplement the salary of any sitting or active judge or any other UJS employee. These funds cannot be used to supplant services, salaries, supplies, or other costs that have been funded by other sources such as grants, participant fees, or other appropriations. The AOC encourages programs to seek other grant funding; however, if such funding is obtained during the contract year, the Grantee shall notify the AOC immediately and provide documentation showing how the grant funds shall be utilized so that funds do not duplicate or supplant AOC funds.

Grant funds shall be held in a non-interest accruing account of an entity with a federal tax identification number. Any remaining funds at the end of the fiscal year shall not lapse into any county or city general fund but shall be retained in the Drug Court fund for the use of grant approved activities by the Grantee. The Grantee shall maintain separate accounting records of these grant funds and provide quarterly expense reports to the AOC.

The Grantee shall maintain records of their financial transactions and accounts in accordance with generally accepted accounting principles. The Grantee shall maintain separate accounting records of the use of AOC grant funds. The Grantee agrees to submit a signed and notarized invoice to the AOC no later than the 10th of the first month of each quarter in order to receive fund installments.

The Grantee shall be responsible for any taxes assessed on the grant funds unless the Grantee has non-profit status.

Article IV — Reporting and Compliance

The Grantee shall also submit a quarterly financial report on a form provided by the AOC, along with supporting documentation (invoices, receipts, timesheets, etc.), no later than the 10th of the first month of each quarter. **Installments shall not be released until both the invoice and complete expense report for the previous quarter are received.** The Grantee shall supply a copy of an annual financial audit at the end of the fiscal year.

The Grantee agrees to collect and provide program and participant data in the following form and manner. **Monthly reports generated from MIDAS are due by the 10th of each month. Grant funds shall not be released to the Grantee until the reports are received.** Failure to timely submit your monthly report may constitute delay or cancellation of funding.

The Grantee shall submit to an annual site visit by the AOC staff or designees. Services of Adult Drug Courts shall be provided in accordance with the Alabama Drug Offender Accountability Act and the Ten Key Components of Drug Court. Mental Health courts shall comply with the Ten Essential Elements of Mental Health Court. Veterans Treatment Courts shall comply with the Ten Key Components of Veterans Treatment Courts. Juvenile Drug Courts shall comply with die Sixteen Strategies of Juvenile Drug Courts. Family Drug Courts shall comply with the Seven Key Ingredients of Family Drug Courts.

Each Grantee must maintain the minimum standards for treatment courts which includes but not limited to; holding court at least twice a month and meeting requirements of drug testing as laid out hi the Adult Drug Court Best Practice Standards. Failure to comply with these standards may result in reduce funding of future applications.

Additionally, the Grantee shall submit an annual programmatic report by the fifteenth day of January each year. The Grantee shall also submit organizational information-including policies and procedures, forms,

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MOUs, evaluations, and other materials-upon request to die AOC.

The AOC reserves the right to withhold payments in the event that the Grantee has failed to comply with the grant requirements. Additionally, the AOC may suspend funding in whole or in part for failure to make satisfactory progress toward the goals or strategies set forth in the Grantee’s application for funding. New programs shall be operable and accepting participants within 90 days of the date of this Memorandum of Understanding. Hie AOC may withhold further payments if die Grantee is not operational after 90 days.

Article V - Substance Abuse Treatment Providers

The Grantee shall ensure that all mental health and substance abuse treatment providers are certified by the Alabama Department of Mental Health. Furthermore, the grantee shall ensure that a state approved psychosocial assessment conducted by a certified clinician in accordance with the criteria certified by the Department of Mental Health is utilized to determine appropriate levels of care and duration of services.

Article VI-MIDAS

All Grantees shall utilize all components of the MIDAS automated participant tracking system to include, hut not be limited to reports, interview, accounting, and drug testing. This system shall be provided by AGC at no charge. The MIDAS Administrator has die right to immediately revoke or suspend a user or the contracting agency from the use of MIDAS for any detected, suspected, or alleged misuse at his or her discretion.

Article VII - Status of Employment

Nothing in this Memorandum of Understanding is intended to create an employment relationship between the Grantee and the AOC. For all purposes, the Grantee shall be deemed an “Independent Contractor.”

Article VIII - Warrant and Indemnification

The AOC and the Grantee agree to indemnify, defend and hold each other harmless including each party's directors, officers, agents, and employees against any third party’s actions, claims, suite, proceedings, liabilities, and damages including, without limitation, attorney fees, arising out of or in any way related to the performance of this MOU.

Article IX - Confidentiality, Publication, and Non-Disclosure

The Grantee acknowledges and agrees that certain confidential information pursuant to applicable federal, state or local laws, codes, regulations, rules, and/or orders may be obtained or created through its work with the AOC during the Term on this MOU. The Grantee agrees to take necessary and appropriate measures to protect the privacy and confidential nature of individual information during the Term of this MOU.

Article X - Records and Audit

The Grantee shall retain any and all documents, data, or other materials related to this MOU (“Records”) for five (5) years (“Retention Period”) after final payment has been made by the AOC and all pending matters have been closed. If an audit, litigation, or other action involving the Records occurs before the end of the five (5) year Retention Period, the Grantee agrees to retain the Records until all issues arising out of an audit, litigation, or other action are resolved or until the end of the Retention Period, whichever is later. Following the Retention Period, the Grantee may in its sole discretion continue to retain or dispose of the Records, provided that the Grantee shall make all good faith efforts to dispose of the Records in a confidential manner. All costs and reimbursements related to this Memorandum of Understanding shall be subject to annual audit by both the AOC and the Grantee.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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Article XI - Conflict of Interest

The Grantee represents and warrants that it has no current actual knowledge of any agreements or transactions in which the rights, duties, obligations, or interests of the Grantee or any affiliate or related party of the Grantee, conflicts with or is inconsistent with the rights, duties, obligations, or interests of the Grantee, the AOC, or this MOU. The AOC represents and warrants that the AOC has no current actual knowledge of any agreements or transactions in which the rights, duties, obligations, or interests of the AOC or any affiliate or related party of the AOC conflicts with or is inconsistent with the rights, duties, obligations, or interests of the AOC, the Grantee, or this Memorandum of Understanding.

Article XII - Compliance with Laws

In performance of the Services, the AOC and the Grantee shall comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders.

The AOC and the Grantee agree to abide by any applicable State Travel and Per Diem Policies and all accounting and federal grant restrictions, as applicable.

All grantees must register with the E-Verify Program before the funding is approved by the Administrative Director of Courts. E-Verify is an Internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The Grantee must also complete the Beason-Hammon Taxpayer and Citizen Protection Act Forms. Complete the Affidavit for Business Entity/Employer/Contractor and the E-Verify MOD for Employers. The affidavit must be sealed by a Notary Public and signed by the Notary Public and Affiant. The Grantee must return these two forms with this MOU.

The contractor is not considered a merit system employee and is not entitled to any benefits of the State Merit System. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they 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, a contracting party 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. In compliance with Act 2016-312, the contractor 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 this state can enjoy open trade. In the event any dispute between the parties, senior officials of both parties shall meet and engage in good faith attempt to resolve the dispute. Should the effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment with the State of Alabama. For any and all disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize the 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 Alabama State Bar. In compliance with Ala. Act No 2023- 409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

Article XIII- Miscellaneous

- C. Waiver. A Party's failure to insist on compliance or enforcement of any provision of this MOU shall not affect the validity or enforceability or constitute a waiver or

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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future enforcement of that provision or any other provision of this MOU by that party or any other party.

- D. Disputes. 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 MOU 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 agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this MOU shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- CI. Governing Law. This MOU shall in all respect be subject to, and governed by, the laws of the State of Alabama.
- K. Severability. The invalidity or unenforceability of any provision in this Memorandum of Understanding shall not in any way affect the validity or enforceability of any other provision of this MOU, and this MOU shall be construed in all respects as if such invalid or unenforceable provision had never been in the MOU.
- L. Notices. All notices, requests, demands, and other communications between any party to this MOU shall be in writing and shall be deemed to have been duly given: (1) on the date served personally on the party to whom notice is to be given; or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

All communications to the Grantee shall be provided to the Project Director. All correspondence, reports, and forms to the AOG shall be provided to:

Administrative Office of
Courts Attention: Drug
Court Services Division 300
Dexter Ave.
Montgomery, AL 36104

- M. Assignment. The rights, benefits, and duties pursuant to this MOU may not be assigned without the prior written notice to and consent of the other party.
- N. Amendments. This MOU may be amended at any time by mutual consent of the parties hereto, with any such amendment to be invalid unless in writing and signed by all parties.
- O. Entire Memorandum of Understanding. This MOU and the attachments hereto contain the entire MOU, covenants, conditions, and understanding by and between the AOC and the Grantee with respect to the terms contained herein, and no other representations, promises, agreements, or understandings, written or oral, related in any way directly or indirectly to the terms contained in this MOU, shall be of any force or effect.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

- P. Binding Effect. This MOU shall be binding upon and shall inure to the benefit of the Grantee and the AOC.
- Q. No Representations. Both parties represent that they have had opportunity to obtain separate legal counsel and have participated in the drafting of this MOU and nothing in this MOU shall be construed or interpreted against a party by having drafted any of the provisions hereof.

Article XIV - Termination

This MOU may be terminated by either party at any time and for any reason, by giving 30 days written notice to the other party (“Termination Notice”). Any termination of this MOU does not release either party from any objection or liability accrued or outstanding pursuant to this MOU prior to the date of termination, including, without limitation, any payment or other obligation(s) accruing prior to the date of termination.

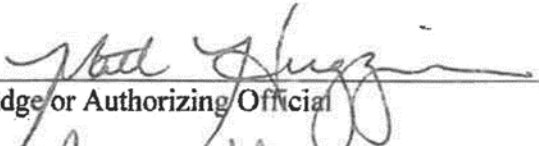
**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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Article XV – Endorsements

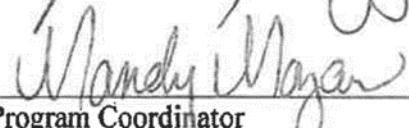
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the first date indicated below.

Alabama Administrative Office of Courts and Limestone County Veterans Treatment Court.

Federal Employer ID#



Judge or Authorizing Official



Program Coordinator

Date 9/10/24

Date 9/10/24

Dr. Rich Hobson, Administrative Director of Courts

Date

Mandi Hall, Director, Family Court Division

Date

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Eric L. Locke, Staff Attorney
Administrative Office of Courts

Date

This contract has been reviewed for and is approved as to content.

Cheryl Plato-Bryant, State Coordinator
Administrative Office of Courts

Date

Donna Oates, Treatment Court Specialist
Administrative Office of Courts

Date

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

MEMORANDUM OF UNDERSTANDING

Between

Limestone County Family Treatment Court

and

THE ALABAMA ADMINISTRATIVE OFFICE OF COURTS

This Memorandum of Understanding (“MOU”) is entered into between the Limestone County Veterans Treatment Court (hereinafter referred to as “Grantee”) and the Alabama Administrative Office of Courts (hereinafter referred to as “AOC”).

Preamble

The AOC has a significant interest in developing and supporting methods to implement diversionary tools for drug-affected offenders involved in the court system in Alabama through the utilization of drug courts. The Grantee has expressed interest in implementing or enhancing one or more of the following: Adult Drug Court, Family Treatment Court, Juvenile Drug Court, Mental Health Court, or Veterans Treatment Court, and has sought financial assistance from the AOC for this purpose. The AOC, having received an appropriation from the Alabama Legislature as a part of the FY2025 budget to implement and enhance drug courts throughout the state, hereby agrees to provide financial support to the Grantee in its endeavor to the extent that is agreed upon in this MOU.

Article I - Period of Award

This MOU shall begin on October 1, 2024, and shall not extend beyond September 30, 2025.

Article II - Consideration

The total amount of funds to be transferred front AOC to the Grantee pursuant to this agreement shall not exceed \$29,540.00. **Funds shall be disbursed in equal quarterly allotments at the beginning of each quarter i.e., not on a reimbursement basis.** Programs awarded a grant from AOC will be guaranteed the first quarter amounts, however, the second through fourth quarter amounts will be contingent upon continued funding from the legislature. AOC reserves the right to withhold payments in the event that the grantee has failed to comply with the grant requirements or has failed to expend funds previously distributed within a reasonable time period.

In return, the Grantee agrees to apply all of the funds received from the AOC pursuant to this agreement toward the implementation, facilitation, and/or continuation of a Specialty Court program. The Grantee shall provide assessment, referral, placement, case management, and drug testing services for participants who are referred in the above listed jurisdiction(s).

Article III - Use of Funds

The Grantee shall use the funds as specified in the final approved budget Requests for changes to the budget must be approved prior to deviation from the approved budget.

The funds shall be used to hire personnel to run the specialty court docket and assist in the case management of participants (e.g., Specialty Court Coordinator, Case Manager), provide assessment or treatment services for participants, attend training or continuing education for staff or team members, or purchase supplies and equipment for the program (e.g., drug testing equipment, office supplies, etc.). All funded programs are

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required to send at least one team member to the Alabama Association of Drug Court Professionals conference each year.

The funds shall not be used for any other purpose outside of the Treatment Court program; nor shall the funds be utilized to supplement the salary of any sitting or active judge or any other UJS employee. These funds cannot be used to supplant services, salaries, supplies, or other costs that have been funded by other sources such as grants, participant fees, or other appropriations. The AOC encourages programs to seek other grant funding; however, if such funding is obtained during the contract year, the Grantee shall notify the AOC immediately and provide documentation showing how the grant funds shall be utilized so that funds do not duplicate or supplant AOC funds.

Grant funds shall be held in a non-interest accruing account of an entity with a federal tax identification number. Any remaining funds at the end of the fiscal year shall not lapse into any county or city general fund but shall be retained in the Drug Court fund for the use of grant approved activities by the Grantee. The Grantee shall maintain separate accounting records of these grant funds and provide quarterly expense reports to the AOC.

The Grantee shall maintain records of their financial transactions and accounts in accordance with generally accepted accounting principles. The Grantee shall maintain separate accounting records of the use of AOC grant funds. The Grantee agrees to submit a signed and notarized invoice to the AOC no later than the 10th of the first month of each quarter in order to receive fund installments.

The Grantee shall be responsible for any taxes assessed on the grant funds unless the Grantee has non-profit status.

Article IV — Reporting and Compliance

The Grantee shall also submit a quarterly financial report on a form provided by the AOC, along with supporting documentation (invoices, receipts, timesheets, etc.), no later than the 10th of the first month of each quarter. **Installments shall not be released until both the invoice and complete expense report for the previous quarter are received.** The Grantee shall supply a copy of an annual financial audit at the end of the fiscal year.

The Grantee agrees to collect and provide program and participant data in the following form and manner. **Monthly reports generated from MIDAS are due by the 10th of each month. Grant funds shall not be released to the Grantee until the reports are received.** Failure to timely submit your monthly report may constitute delay or cancellation of funding.

The Grantee shall submit to an annual site visit by the AOC staff or designees. Services of Adult Drug Courts shall be provided in accordance with the Alabama Drug Offender Accountability Act and the Ten Key Components of Drug Court. Mental Health courts shall comply with the Ten Essential Elements of Mental Health Court. Veterans Treatment Courts shall comply with the Ten Key Components of Veterans Treatment Courts. Juvenile Drug Courts shall comply with die Sixteen Strategies of Juvenile Drug Courts. Family Drug Courts shall comply with the Seven Key Ingredients of Family Drug Courts.

Each Grantee must maintain the minimum standards for treatment courts which includes but not limited to; holding court at least twice a month and meeting requirements of drug testing as laid out hi the Adult Drug Court Best Practice Standards. Failure to comply with these standards may result in reduce funding of future applications.

Additionally, the Grantee shall submit an annual programmatic report by the fifteenth day of January each year. The Grantee shall also submit organizational information-including policies and procedures, forms,

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MOUs, evaluations, and other materials-upon request to die AOC.

The AOC reserves the right to withhold payments in the event that the Grantee has failed to comply with the grant requirements. Additionally, the AOC may suspend funding in whole or in part for failure to make satisfactory progress toward the goals or strategies set forth in the Grantee’s application for funding. New programs shall be operable and accepting participants within 90 days of the date of this Memorandum of Understanding. Hie AOC may withhold further payments if die Grantee is not operational after 90 days.

Article V - Substance Abuse Treatment Providers

The Grantee shall ensure that all mental health and substance abuse treatment providers are certified by the Alabama Department of Mental Health. Furthermore, the grantee shall ensure that a state approved psychosocial assessment conducted by a certified clinician in accordance with the criteria certified by the Department of Mental Health is utilized to determine appropriate levels of care and duration of services.

Article VI-MIDAS

All Grantees shall utilize all components of the MIDAS automated participant tracking system to include, hut not be limited to reports, interview, accounting, and drug testing. This system shall be provided by AGC at no charge. The MIDAS Administrator has die right to immediately revoke or suspend a user or the contracting agency from the use of MIDAS for any detected, suspected, or alleged misuse at his or her discretion.

Article VII - Status of Employment

Nothing in this Memorandum of Understanding is intended to create an employment relationship between the Grantee and the AOC. For all purposes, the Grantee shall be deemed an “Independent Contractor.”

Article VIII - Warrant and Indemnification

The AOC and the Grantee agree to indemnify, defend and hold each other harmless including each party's directors, officers, agents, and employees against any third party’s actions, claims, suite, proceedings, liabilities, and damages including, without limitation, attorney fees, arising out of or in any way related to the performance of this MOU.

Article IX - Confidentiality, Publication, and Non-Disclosure

The Grantee acknowledges and agrees that certain confidential information pursuant to applicable federal, state or local laws, codes, regulations, rules, and/or orders may be obtained or created through its work with the AOC during the Term on this MOU. The Grantee agrees to take necessary and appropriate measures to protect the privacy and confidential nature of individual information during the Term of this MOU.

Article X - Records and Audit

The Grantee shall retain any and all documents, data, or other materials related to this MOU (“Records”) for five (5) years (“Retention Period”) after final payment has been made by the AOC and all pending matters have been closed. If an audit, litigation, or other action involving the Records occurs before the end of the five (5) year Retention Period, the Grantee agrees to retain the Records until all issues arising out of an audit, litigation, or other action are resolved or until the end of the Retention Period, whichever is later. Following the Retention Period, the Grantee may in its sole discretion continue to retain or dispose of the Records, provided that the Grantee shall make all good faith efforts to dispose of the Records in a confidential manner. All costs and reimbursements related to this Memorandum of Understanding shall be subject to annual audit by both the AOC and the Grantee.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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Article XI - Conflict of Interest

The Grantee represents and warrants that it has no current actual knowledge of any agreements or transactions in which the rights, duties, obligations, or interests of the Grantee or any affiliate or related party of the Grantee, conflicts with or is inconsistent with the rights, duties, obligations, or interests of the Grantee, the AOC, or this MOU. The AOC represents and warrants that the AOC has no current actual knowledge of any agreements or transactions in which the rights, duties, obligations, or interests of the AOC or any affiliate or related party of the AOC conflicts with or is inconsistent with the rights, duties, obligations, or interests of the AOC, the Grantee, or this Memorandum of Understanding.

Article XII - Compliance with Laws

In performance of the Services, the AOC and the Grantee shall comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders.

The AOC and the Grantee agree to abide by any applicable State Travel and Per Diem Policies and all accounting and federal grant restrictions, as applicable.

All grantees must register with the E-Verify Program before the funding is approved by the Administrative Director of Courts. E-Verify is an Internet-based system that compares information from an employee's Form 1-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The Grantee must also complete the Beason-Hammon Taxpayer and Citizen Protection Act Forms. Complete the Affidavit for Business Entity/Employer/Contractor and the E-Verify MOD for Employers. The affidavit must be sealed by a Notary Public and signed by the Notary Public and Affiant. The Grantee must return these two forms with this MOU.

The contractor is not considered a merit system employee and is not entitled to any benefits of the State Merit System. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they 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, a contracting party 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. In compliance with Act 2016-312, the contractor 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 this state can enjoy open trade. In the event any dispute between the parties, senior officials of both parties shall meet and engage in good faith attempt to resolve the dispute. Should the effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment with the State of Alabama. For any and all disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize the 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 Alabama State Bar. In compliance with Ala. Act No 2023- 409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

Article XIII- Miscellaneous

- E. Waiver. A Party's failure to insist on compliance or enforcement of any provision of this MOU shall not affect the validity or enforceability or constitute a waiver or

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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future enforcement of that provision or any other provision of this MOU by that party or any other party.

- F. Disputes. 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 MOU 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 agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this MOU shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- CII. Governing Law. This MOU shall in all respect be subject to, and governed by, the laws of the State of Alabama.
- R. Severability. The invalidity or unenforceability of any provision in this Memorandum of Understanding shall not in any way affect the validity or enforceability of any other provision of this MOU, and this MOU shall be construed in all respects as if such invalid or unenforceable provision had never been in the MOU.
- S. Notices. All notices, requests, demands, and other communications between any party to this MOU shall be in writing and shall be deemed to have been duly given: (1) on the date served personally on the party to whom notice is to be given; or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

All communications to the Grantee shall be provided to the Project Director. All correspondence, reports, and forms to the AOG shall be provided to:

Administrative Office of
Courts Attention: Drug
Court Services Division 300
Dexter Ave.
Montgomery, AL 36104

- T. Assignment. The rights, benefits, and duties pursuant to this MOU may not be assigned without the prior written notice to and consent of the other party.
- U. Amendments. This MOU may be amended at any time by mutual consent of the parties hereto, with any such amendment to be invalid unless in writing and signed by all parties.
- V. Entire Memorandum of Understanding. This MOU and the attachments hereto contain the entire MOU, covenants, conditions, and understanding by and between the AOC and the Grantee with respect to the terms contained herein, and no other representations, promises, agreements, or understandings, written or oral, related in any way directly or indirectly to the terms contained in this MOU, shall be of any force or effect.

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- W. Binding Effect. This MOU shall be binding upon and shall inure to the benefit of the Grantee and the AOC.
- X. No Representations. Both parties represent that they have had opportunity to obtain separate legal counsel and have participated in the drafting of this MOU and nothing in this MOU shall be construed or interpreted against a party by having drafted any of the provisions hereof.

Article XIV - Termination

This MOU may be terminated by either party at any time and for any reason, by giving 30 days written notice to the other party (“Termination Notice”). Any termination of this MOU does not release either party from any objection or liability accrued or outstanding pursuant to this MOU prior to the date of termination, including, without limitation, any payment or other obligation(s) accruing prior to the date of termination.


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Article XV – Endorsements

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the first date indicated below.

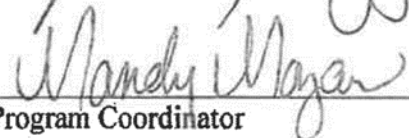
Alabama Administrative Office of Courts and Limestone County Veterans Treatment Court.

Federal Employer ID#



Judge or Authorizing Official

Date 9/10/24



Program Coordinator

Date 9/10/24

Dr. Rich Hobson, Administrative Director of Courts

Date

Mandi Hall, Director, Family Court Division

Date

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Eric L. Locke, Staff Attorney
Administrative Office of Courts

Date

This contract has been reviewed for and is approved as to content.

Cheryl Plato-Bryant, State Coordinator
Administrative Office of Courts

Date

Donna Oates, Treatment Court Specialist
Administrative Office of Courts

Date

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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; Daryl Sammet, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve a Cooperative Agreement between AMRV RC&D Council and the Limestone County Commission for a grant in the amount of \$21,695.00 to implement the project entitled "Creating Handicap Accessibility for Richard Martin Trail."



COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into on October 1, 2024 (the "Effective Date") by and between the **Alabama's Mountains, Rivers and Valleys Resource Conservation and Development Council, Inc.**

(hereinafter, the "Council"), and **Limestone County Commission** (hereinafter, the "Grantee").

The Purpose of this Agreement is to implement the project entitled **Creating Handicap Accessibility for Richard Martin Trail** (hereinafter, the "Project"), which is incorporated herein by reference. In the event of a conflict between this Agreement and the Project application, this Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Council and the Grantee deem it mutually advantageous to cooperate in this Project and hereby agree as follows:

1. The Council Agrees:

- A. To provide **\$21,695.00** in Grant Funds" (the "Grant Funds") upon final completion of the Project, including all requirements set forth herein, as determined in the sole discretion of the Council, solely to the extent the Grant Funds are available to the Council. **No Grant Funds will be available until after October 1, 2024** for the Project and such Grant Funds are contingent on adequate funding, as determined in the Council's sole discretion. Grant Funds are subject to proration if ordered by the State Finance Director.
- B. To provide other reasonable assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- C. **Grant Funds are distributed to Grantee only upon final completion of the Project, including all requirements set forth herein, as determined in the sole discretion of the Council.** The payment of Grant Funds will be made in accordance with this Agreement only after receipt of the required documentation listed below in Section 2.E and is otherwise contingent on Grantee's strict compliance with this Agreement.

2. The Grantee Agrees:

- A. To use the funds only on the Project as approved by the Council and only to the extent the Project will have public benefits.
- B. To comply with all applicable State and Federal laws, regulations, and ordinances (the "Laws"), including without limitation the Civil Rights Act of 1964, as amended.
- C. To spend Grant funds only on items included and approved in the Project application and otherwise strictly in compliance with this Agreement.

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- D. To credit the Council on all published, printed, or social media relative to the funding for this Project by including the approved Council logo with no alterations.
- E. **To Sign & Document as follows:**
 - i. **To return this signed Cooperative Agreement within 15 days from the date issued.**
 - ii. To submit any Final Reports and any other required reports in the manner and format requested by the Council.
 - iii. To submit financial documentation including without limitation: receipts, invoices, proof of payment (such as canceled checks and/or bank/credit card statements), and any other financial documents requested by the Council.
 - iv. To submit photos of the Project as requested by the Council.
 - v. To contact Grant Manager, Christy Cochran, at **(256) 770-5168** or christy.cochran@amrvrcd.com, or such other person as designated in writing by the Council, with questions relative to this project.
- F. To submit Project reports (in a form satisfactory to the Council) and other updates, including without limitation photos, upon request by the Council.
- G. **To fully complete the Project and send all requested documentation to the Council office on or before June 30, 2025.**
- H. To keep all records related to the Project and to give the Council and State of Alabama Public Examiners, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the Project or this Agreement until at least September **30, 2028**.
- I. To cooperate with the Council in supplying additional information or in complying with any procedures or requests which might be required by any governmental agency or authority in order for the Council to establish the fact that it has observed all requirements of any applicable Law with respect to this Grant.
- J. To hold harmless, indemnify, and defend the Council, its officers, directors, Council members, employees, attorneys, representatives, and authorized agents from any and all liabilities, expenses, claims, causes of action, damages, injuries, and losses, including without limitation reasonable attorney's fees and litigation costs, arising under or related to the Project of the payment of Grant Funds to the Grantee.
- K. That failure to strictly comply with the terms and conditions of this Agreement will result in the withholding of the Grant Funds, disqualification from receiving future Council grants, and/or such other remedies and consequences as the Council deems appropriate as determined in its sole discretion.

It is mutually agreed:

- A. **This Agreement shall become effective on October 1, 2024.**
- B. This Agreement may be amended or modified only by a written instrument signed by both parties, and upon such conditions as required by the Council.
- C. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and permitted assigns of the parties hereto. This Agreement may not be assigned or otherwise transferred by Grantee without the prior written consent of the Council.
- D. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or employee/employer relationship between the parties hereto. None of the parties hereto shall be liable for any obligations or liabilities incurred by the other party other than those obligations explicitly set forth herein.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and the parties hereto agree to the sole and exclusive jurisdiction of the state and federal

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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courts located in Montgomery County, Alabama as to any disputes arising under or related to this Agreement or the subject matter hereof. **The parties hereto waive the right to a jury trial for any civil action arising under or related to this Agreement.**

- F. This Agreement and any attachments, exhibits and documents incorporated herein by reference, contain the entire and only agreement between the parties hereto concern the subject matter hereof, and supersede all prior and conflicting agreements, representations, promises or conditions, whether oral or written, concerning the subject matter hereof.
- G. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as applicable. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. All titles, section headings, or captions in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope or intent of any provisions of this Agreement. The recitals are a material part of this Agreement and are hereby incorporated into the body of this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Agreement.
- H. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision hereof, or the application thereof to any person or circumstance, shall be invalid or unenforceable, for any reason and to any extent, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- I. The Council may take appropriate action to ensure compliance with the terms and conditions of this Agreement, which may include termination, suspension, or other remedies deemed necessary, as determined in the Council's sole discretion.

Name of Project: Creating Handicap Accessibility for

Richard Martin Trail **Award: \$21,695.00**

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Name of Project: Creating Handicap Accessibility for Richard Martin Trail

Award: \$21,695.00

Signature Section

GRANTEE:

Entity: Limestone County Commission

Sign: _____

Print: _____

As Its: _____

Date: _____

Grantee Federal Tax ID Number: _____

COUNCIL:

Sign: _____

Print: _____

As Its: _____

Date: _____

By signing this Agreement, the Grantee represents and warrants that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Laws, including without limitation Federal Civil Rights laws, rules, regulations, and policies. All policies and assistance of the Council are available without regard to race, color, national origin, gender religion, age, disability, political beliefs, sexual orientation, and marital or family status. The Council is an equal opportunity provider and employer.

AMRV RC&D | 5514 US Highway 331S | Hartselle, AL 35603 | (256) 773-8495

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.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve a MOU with Athens Limestone County Emergency Communication District concerning RAVE Alert system from September 1, 2024, through August 30, 2025.

**MEMORANDUM OF UNDERSTANDING
CONCERNING RAVE ALERT**

THIS MEMORANDUM OF UNDERSTANDING CONCERNING RAVE ALERT (the “MOU”) is by and between Limestone County, Alabama (the “County”) and the Athens Limestone County Emergency Communication District (the “District”). (The County and District are sometimes referred to herein collectively as the “Parties”).

WHEREAS, RAVE Alert is a mass notification system that is used to provide alerts concerning severe weather threats, road closures, office closures, and other information to users of electronic devices throughout Limestone County, or portions of it;

WHEREAS, the District secured the RAVE Alert system and makes it available to the County for its use;

WHEREAS, the County assists the District in securing the RAVE Alert system by contributing fifty percent (50%) of the District’s cost for the same;

WHEREAS, the total annual cost of the RAVE Alert system is presently \$11,000, such that 50% of the cost is \$5,500.00;

WHEREAS, the District and the County wish to memorialize this arrangement in this MOU; and

WHEREAS, the District and County find and determine that this MOU works to confer a public purpose and public benefit upon the residents of Limestone County, Alabama.

THEREFORE, in consideration of the premises, the mutual covenants herein contained, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and County hereby agree as follows:

1. **Term**. The term of this MOU shall be from September 1, 2024, through August 30, 2025 (the “Term”). Each year, at the end of the then-current Term, unless either Party gives the other prior written notice before the end of the then-current Term, the Term shall renew and extend for an additional one-year period.

2. **RAVE Alert**.

(a) During the Term, the District shall secure the availability of the RAVE Alert system for itself and the County, to the extent that such system is offered and reasonably available to the District.

(b) The District shall pay the cost of securing the RAVE Alert system for itself and the County, and then provide the County with notice of 'A of such cost. The County shall then pay the District A of such cost, reimbursing the District for 50% of its payment to secure the RAVE Alert system for itself and the County.

3. **Termination**. Either Party may terminate this MOU at any time upon written notice to the other. However, neither party shall be entitled to any refund of any funds paid to the other party pursuant

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to this MOU prior to such termination, nor shall any party be relieved of any obligation to pay such other party an amount pursuant to this MOU where it received notice that such amount was owed prior to such termination.

4. Warranties. Both parties agree that neither of them exercises any control or maintenance of the RAVE Alert system, and that both parties are merely licensees or users of the RAVE Alert system that is provided by a third party. As such, both parties agree that neither issues any sort of warranty or assurance to the other concerning the performance, use, effectiveness, or reliability of the RAVE Alert system. Any warranty, express or implied, with respect to the RAVE Alert system, is hereby disclaimed.

IN WITNESS WHEREOF, the County and District, by their duly authorized representatives, have executed this MOU and made the same effective as of this 11th day of September 2024.

LIMESTONE COUNTY, ALABAMA

Attest:

Its County Clerk

By: _____
Its Chairman of the Limestone County
Commission
Date: _____

**ATHENS LIMESTONE COUNTY
EMERGENCY COMMUNICATION
DISTRICT**

Attest:

Kristin Skinner
Name: Kristin Skinner

By: [Signature]
Its Director
Date: 9/11/24

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.

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve for Limestone County EMA to apply for a FMA Planning grant.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve an addendum to the Alabama Department of Youth Services Long Term Detentions Subsidy Contract.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Limestone County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2024 through September 30, 2025, to subsidize the detention of children in licensed juvenile detention facilities pursuant to Alabama Code §12-15-208, and to reimburse the county commission responsible for the cost of detention as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305.

2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.

3. DYS shall also pay on behalf of County, the per diem expenses incurred for each day after DYS is required to accept children for commitment (i.e., after 12 business days, or 16 business days between October 1, 2024, and September 30, 2025), including, but not limited to, medical, dental, and mental health costs, as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.

4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.

5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.

6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Tennessee Valley Juvenile Detention Center

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT ADDENDUM

THIS Addendum to the contract is to replace item number 6 with the below change and to add item number 7.

6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made pursuant to paragraph 2 of this agreement.

7. The distribution, expenditure, or application of payments made on behalf of the county pursuant to paragraph 3 of this agreement shall be at the sole discretion of County.

Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

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 Danny Barksdale and seconded by Daryl Sammet to approve a contract for consulting veterinarian services for the Limestone County animal pound.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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CONSULTING VETERINARIAN AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 16th day of September, 2024 by and between Jessica S. Tully, DVM, an individual (hereinafter, "Tully"), and Limestone County, Alabama, a political subdivision of the State of Alabama (hereinafter, "the County").

WITNESSETH:

WHEREAS, Tully is a veterinarian licensed to practice in Alabama; and

WHEREAS, the County is opening and operating its own animal facility pursuant to Ala. Code § 3-7A-7 and requires the service of a consulting veterinarian to assist in that pursuit;

WHEREAS, Tully desires to be the consulting veterinarian for the County and the County desires to engage her services in that respect as an independent contractor.

WHEREAS, the parties desire to provide for their rights and obligations, each to the other, as set forth in this agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, each by the other, the parties intending to be legally bound, agree as follows:

1. Term. This Agreement shall be for a term of twelve (12) months, commencing effective September 16, 2024 and ending at the close of business on September 30, 2025. Unless either party notifies the other in writing thirty (30) days before the expiration of the term of this agreement of its or her intention not to renew and continue the same, such term shall be automatically extended for a further period of one (1) year; and in such event all the terms and provisions hereof shall continue in full force and effect during the extension period. This agreement may have up to four (4) one year renewal terms for a maximum total of five (5) years (including the initial term and all renewal terms) under this agreement, at which time the parties may negotiate and enter into a new agreement.

2. Fee. The County shall pay to Tully the sum of Two Thousand Dollars (\$2,000.00) per month for the services set forth in this agreement, payable on the first day of each month commencing October 1, 2024. The County shall pay to Tully a prorated amount by September 30, 2024, in the amount of One Thousand Five Dollars (\$1,005.00) to compensate her for services rendered between September 16, 2024 and September 30, 2024.

3. Services. Tully shall provide the County the following services:

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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- A. Tully shall act as the County's "Consulting Veterinarian", as that term is used in Rule 930-x-1-.36(b) of the Alabama Administrative Code. Tully shall allow her name to be submitted by the County as such "Consulting Veterinarian" to the Alabama State Board of Veterinary Medical Examiners (hereinafter, "the Board") and shall take whatever reasonable actions are required by said Board so that the County is in compliance with Alabama law with respect to an requirement related to the "Consulting Veterinarian" (including, but not necessarily limited to, completing and filing any documents required by the Board).
- B. Tully shall be available to the County, its employees and agents, to receive and respond to questions concerning the treatment and medical care of the animals coming to, staying in, or leaving the animal pound facility.
- C. Tully shall provide the County with a schedule of services for animal care listing the prices at which she will provide medical care and procedures not explicitly or implicitly addressed in other parts of this agreement to animals in the animal pound facility. The location the scheduled services are provided to each animal shall be made on a case-by-case basis by Tully based on consultation with the County. Payment for those scheduled services shall be in addition to the payment for services set forth in this agreement in Paragraph 2. The County shall not be required to use any scheduled services offered.
- D. From time to time, Tully shall perform a walk through of the County's animal pound facility and provide comment to the County on improvements that could be made and issues that require redress.
- E. Tully shall assist the County in obtaining a location for CET training by personnel approved by the Board to conduct such training. Tully shall be compensated for any time spent assisting classroom or practical training at an additional rate to be negotiated between Tully and the County (which shall be in addition to the payment contemplated under Paragraph 2).

4. Independent Contractor Status. Tully shall be an Independent Contractor, and shall not be an employee of or agent of the County.

5. Licenses Required. Tully shall at all times during the term of this agreement maintain a license in Alabama which grants her full authority to perform veterinary medicine and veterinary services in Limestone County, Alabama.

6. Applicable Law. This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama. The exclusive venue of any disputes arising out of or relating to this agreement shall be in the courts of Limestone County, Alabama.

7. Notices. All notices provided for herein shall be in writing and shall be mailed or delivered to the following addresses as either party may specify by notice to the other.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

If to the County: Collin Daly, Chairman
310 W. Washington St.
Athens, AL 35611

With a copy to: Andrew D. Dill, County Attorney
310 W. Washington St.
Athens, AL 35611

If to Tully: Jessica S. Tully, DVM
136 Plaza Boulevard, Suite D
Madison, AL 35758

8. Entire Agreement. This writing constitutes the entire agreement of the parties and supersedes any prior understandings or agreements among the parties with respect to the subject matter and may not be modified or amended orally. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this agreement, except those fully expressed herein. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This agreement shall be binding upon the parties hereto, and upon their successors and assigns.

9. Successors in Interests. Except as otherwise provided herein, all provisions of this agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, executors, administrators, personal representative, successors and assigns of any of the parties to this agreement.

10. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11. Captions. The captions or headings in this agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this agreement.

12. Construction. Whenever the singular number is used in this agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13. Severability. If any provision of this agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14. Miscellaneous. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. The provisions of this agreement shall be severable and if any provision shall be invalid or void or unenforceable, in whole or in part for any reason, then the remaining provisions shall remain in full force and effect.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

IN WITNESS WHEREOF, the parties have hereunto affixed their seals and executed this Consulting Veterinarian Agreement effective on the day and date first above written.

COUNTY:

TULLY:

LIMESTONE COUNTY COMMISSION

JESSICA S. TULLY, DVM

By: _____

Collin Daly
Its: Chairman

By: 

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to suspend the Rules of Order to add an item to approve to for a Department of Justice grant for the District Attorney's Office.

The Chairman asked if there was any 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 LaDon Townsend to approve to apply for a Department of Justice grant for the District Attorney's Office

The Chairman asked if there was any discussion. Chairman Daly stated that he knows the District Attorney's Office has had funding issues, and maybe this grant will help with funding. The Administrator called the roll. Danny Barksdale, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Derrick Gatlin, aye. Motion carries unanimously.

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to authorize Ellen Morell to approve department budget revisions as necessary for the end of the year procedures.

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

MOTION was made by Daryl Sammet and seconded by Derrick Gatlin to approve the FY24-25 budget, effective October 1, 2024.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

001 GENERAL FUND

Account Number - Description	Budget Amount
41110- COUNTY PROPERTY AD VALOREM TAX	11,310,898.00
41116- SUPERNUMERARY TAX OFFICIALS	85,225.00
41300- FRANCHISE TAX - CABLE CO	425,000.00
41310- MORTGAGE & DEED FILING TAX	860,000.00
43100- BUSINESS PRIVILEGE LICENSE	90,000.00
43800- MFG HOMES REG & PENALTY	5,000.00
44113- SALES TAX ON ALCOHOLIC BEVERAGE	15,000.00
44130- FINANCIAL INSTITUTION EXICSE	400,000.00
44135- TRANSPORTATION NETWORK FEE	500.00
44140- STATE SALES TAX	6,000.00
44141- SIMPLIFIED SALES TAX	2,645,560.00
44150- FRANCHISE TAX - STATE OF ALA	118,500.00
44165- CERTIFICATE OF FORMATION FEES	50,000.00
44230- STATE COST SHARING ELECTIONS	50,000.00
44240- STATE COST SHARING BOARD OF REGISTRARS	40,000.00
44280- STATE COST SHARING COURTS	200.00
44801- WHEELER REFUGE-IN LIEU OF TAXES	2,800.00
44850- T.V.A. PAYMENTS IN LIEU OF TAXES	1,700,000.00
44860- TARCOG (HSE AUTHORITY IN-LIEU)	5,000.00
45100- COURT FEES	67,500.00
45110- COURT FEES / CIR CT	1,000.00
45210- JUDGE OF PROBATE - FEES & COMM	450,000.00
45220- TAX ASSESSOR - FEES & COMM	850,000.00
45230- TAX COLLECTOR - FEES & COMM	875,000.00
45250- LICENSE COMM - FEES & COMM	880,000.00
45290- OTHER - CHARGES FOR SERVICES	2,500.00

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

45811- GASOLINE / LABOR	17,000.00
45821- HOUSING OF NON-COUNTY PRISONER	85,000.00
45902- ADMIN FEE-FIRE PROTECTION SVC	20,000.00
47100- INTEREST EARNED	150,000.00
47395- MISCELLANEOUS SALES	1,000.00
47956- REIMBURSEMENT SHERIFF OFFICE	5,000.00
47957- MISCELLANEOUS REVENUE	50,000.00
61130- TRANSFER-IN/ JAIL COURT FEE	100,000.00
61123- TRANSFER-IN/ PUB HWY & TRAFFIC	<u>375,000.00</u>

Total Revenues	<u>21,738,683.00</u>
001 GENERAL FUND	

Account Number - Description	Budget Amount
001-51100 COUNTY COMMISSION	1,952,545.00
001-51151 WORK ON PRIVATE PROPERTY- D1	45,855.00
001-51152 WORK ON PRIVATE PROPERTY- D2	24,675.00
001-51153 WORK ON PRIVATE PROPERTY- D3	24,675.00
001-51154 WORK ON PRIVATE PROPERTY- D4	34,675.00
001-51200 CIRCUIT COURT	576,181.00
001-51220 CIRCUIT CLERKS	3,535.00
001-51280 COURT REPORTER	5,670.00
001-51300 PROBATE JUDGE'S OFFICE	1,125,577.00
001-51500 TAX OFFICE- SUPERNUMERARY	35,625.00
001-51600 LICENSE OFFICE- SUPERNUMERARY	49,600.00
001-51910 ELECTIONS	388,265.00
001-51920 BOARD OF REGISTRARS	200,542.00
001-51922 DRIVERS LICENSE EXAMINER	13,030.00
001-51923 FARMERS MARKET PAVILION	17,900.00
001-51924 SUBDIVISION REGULATIONS	82,157.00

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

001-51940 VETERANS SERVICE OFFICE	17,280.00
001-51945 SOIL & CONSERVATION OFFICE	25,000.00
001-51950 FORESTRY COMMISSION	15,705.00
001-51954 AMRV RC&D, INC	3,500.00
001-51955 INDUSTRIAL DEVELOPMENT	90,000.00
001-51965 INFORMATION TECHNOLOGY	1,026,329.00
001-52100 SHERIFF'S OFFICE	7,359,493.00
001-52200 JAIL	5,625,024.00
001-52400 CORONER'S OFFICE	96,524.00
001-52600 YOUTH SERVICES DEPARTMENT	151,925.00
001-52951 SAFETY COMMITTEE	11,295.00
001-52952 COURTHOUSE SECURITY	498,463.00
001-53200 DISTRICT 1	79,250.00
001-53300 DISTRICT 2	80,075.00
001-53400 DISTRICT 3	86,125.00
001-53500 DISTRICT 4	83,700.00
001-53600 ENGINEERING DEPARTMENT	204,295.00
001-53700 COUNTY WAREHOUSE	18,150.00
001-55100 COUNTY PUBLIC HEALTH OFFICE	12,000.00
001-55250 NORTH ALABAMA MENTAL HEALTH	12,500.00
001-56230 RETIRED SENIOR VOLUNTEER PROGRAM	2,500.00
001-56300 SERVICES FOR THE INDIGENT	3,500.00
001-56501 BOYS & GIRLS CLUB	2,500.00
001-56531 LIMESTONE COUNTY FAMILY RESOURCE	20,000.00
001-56535 LIMESTONE COUNT CHILD ADVOCACY	24,000.00
001-56901 COMMUNITY ACTION PARTNERSHIP	5,000.00
001-57000 ATHENS MAIN STREET	18,000.00
001 GENERAL FUND	

Account Number - Description	Budget Amount
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**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

001-57200 PARKS & RECREATION	27,300.00
001-57530 PRYOR STREET BUILDING	21,100.00
001-57600 COUNTY ARCHIVES	207,989.00
001-58100 COUNTY BOARD OF EDUCATION	93,300.00
001-58200 EXTENSION SERVICE	79,080.00
001-58801 LEARN TO READ	3,500.00
001-59202 PRYOR FIELD AIRPORT AUTHORITY	30,000.00
001-59209 ATHENS-LIMESTONE PUBLIC LIBRARY	80,000.00
001-59211 BEAUTIFICATION BOARD	2,500.00
001-59212 MPO	440.00
001-62145 TRANSFER OUT/ EMA	385,455.00
001-62152 TRANSFER OUT/SRO	488,071.00
001-62162 TRANSFER OUT/ DEBT SERVICE	161,308.00
001-62191 TRANSFER OUT/ HAZMAT	<u>6,000.00</u>
 Total Expenditures	 <u>21,738,683.00</u>
 Excess Revenues Over (Under) Expenditures	 <u><u>-</u></u>
002 REVENUE/ LICENSE COMMISSION	
Account Number - Description	Budget Amount
 41117- PROPERTY TAX	 2,350,288.00
41118- SALARY OF REV/LIC COMMISSIONER	<u>265,219.00</u>
 Total Revenues	 <u>2,615,507.00</u>
 002-51550 REVENUE COMMISSIONER	 948,706.00
002-51600 LICENSE COMMISSIONER	<u>1,666,801.00</u>
 Total Expenditures	 <u>2,615,507.00</u>
 Excess Revenues Over (Under) Expenditures	 <u><u>-</u></u>
011 EQUIPMENT ACQUISITION FUND	

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Account Number - Description	Budget Amount
61200- PROCEEDS FROM THE SALE OF FIXED ASSETS	<u>2,550,737.00</u>
Total Revenues	<u>2,550,737.00</u>
62152-000- TRANSFER OUT/ DEBT SERVICE	<u>2,550,737.00</u>
Total Expenditures	<u>2,550,737.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
101 JAIL/COURT FEE (\$35.00)	

Account Number - Description	Budget Amount
45190- JAIL, CONSTRUCTION/RENOVATION	<u>363,183.00</u>
Total Revenues	<u>363,183.00</u>
62110-000- TRANSFER OUT TO GENERAL FUND	100,000.00
62152-000- TRANSFER OUT TO 309	<u>263,183.00</u>
Total Expenditures	<u>363,183.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
102 PUBLIC HEALTH	

Account Number - Description	Budget Amount
41110- AD VALOREM TAX	4,140,690.00
44150- BUSINESS PRIVILEGES TAX	26,400.00
44801- WHEELER REFUGE - IN LIEU OF TAXES	1,300.00
44850- T.V.A. - IN LIEU OF TAXES	350,000.00
47100- INTEREST EARNED	20,000.00
47751- DONATIONS	<u>5,000.00</u>
Total Revenues	<u>4,543,390.00</u>

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

102-52200 JAIL	1,275,000.00
102-52400 CORONER'S OFFICE	800,000.00
102-55200 ARC- BERTIE THORNTON	7,000.00
102-55400 ANIMAL CONTROL/ SHELTER	644,903.00
102-55803 DIALYSIS TRANSPORTATION	55,800.00
102-56200 SERVICES FOR THE ELDERLY	611,344.00
102-56300 SERVICES FOR THE INDIGENT	42,500.00
102-59201 TRI-COUNTY DISTRICT HEALTH	200,000.00
102-59204 NORTH AL MENTAL HEALTH	113,905.00
102-59216 TOWN OF ARDMORE	25,530.00
102-59217 TOWN OF ELKMONT	18,600.00
102-62136 TRANSFER OUT/ AGING	694,833.00
102-62137 TRANSFER OUT/ SENIOR RX	<u>53,975.00</u>
Total Expenditures	<u>4,543,390.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
104 LANDFILL ACCOUNT	
Account Number - Description	Budget Amount
35910- BEGINNING FUND BALANCE	<u>415,412.00</u>
Total Revenues	<u>415,412.00</u>
104-54150 SOLID WASTE PICK-UP	116,300.00
104-54151 RECYCLING	224,612.00
104-59201 TRI-COUNTY DISTRICT HEALTH	49,500.00
104-59210 KEEP ATHENS LIMESTONE BEAUTIFUL	<u>25,000.00</u>
Total Expenditures	<u>415,412.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
108 SCHOOL RESOURCE OFFICERS	

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Account Number - Description	Budget Amount
44901- COUNTY BOARD OF EDUCATION	732,107.00
61110- TRANSFER-IN / GENERAL FUND	<u>488,071.00</u>
 Total Revenues	 <u>1,220,178.00</u>
 108-52100 SCHOOL RESOURCE OFFICERS	 <u>1,220,178.00</u>
 Total Expenditures	 <u>1,220,178.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
110 LEGISLATIVE DELEGATION	

Account Number - Description	Budget Amount
44850- TVA IN-LIEU-OF TAXES	<u>485,000.00</u>
 Total Revenues	 <u>485,000.00</u>
 59200-700- LEGISLATIVE DELEGATION OFFICE	 <u>485,000.00</u>
 Total Expenditures	 <u>485,000.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
111 GASOLINE TAX FUND	

Account Number - Description	Budget Amount
District 1	
35910-100 BEGINNING FUND BALANCE	180,306.00
41220-100 COUNTY GASOLINE TAX	425,000.00
44190-100 STATE GASOLINE TAX	375,000.00
44221-100 STATE COST SHARING ENG SALARY	50,000.00
45292-100 SUB-DIVISION FEES	10,000.00
47250-100 RENTAL OF CONSTRUCTION EQUIP	15,000.00
61122-100 TRANSFER-IN PUBLIC BLDG	<u>550,000.00</u>

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Total Revenues- District 1	1,605,306.00
111-53200 ROAD DISTRICT 1	906,670.00
111-53600 ENGINEERING ALLOCATION	698,636.00
Total Expenditures- District 1	1,605,306.00
Excess Revenues Over (Under) Expenditures	-

111 GASOLINE TAX FUND

Account Number - Description	Budget Amount
District 2	
41220-200 COUNTY GASOLINE TAX	425,000.00
44190-200 STATE GASOLINE TAX	375,000.00
44221-200 STATE COST SHARING ENG SALARY	50,000.00
45292-200 SUB-DIVISION FEES	10,000.00
47250-200 RENTAL OF CONSTRUCTION EQUIP	7,500.00
61122-200 TRANSFER-IN PUBLIC BLDG	550,000.00

Total Revenues- District 2	1,417,500.00
111-53300 ROAD DISTRICT 2	718,864.00
111-53600 ENGINEERING ALLOCATION	698,636.00
Total Expenditures- District 2	1,417,500.00
Excess Revenues Over (Under) Expenditures	-

111 GASOLINE TAX FUND

Account Number - Description	Budget Amount
District 3	
35910-300 BEGINNING FUND BALANCE	120,000.00
41220-300 COUNTY GASOLINE TAX	425,000.00
44190-300 STATE GASOLINE TAX	375,000.00

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

44221-300 STATE COST SHARING ENG SALARY	50,000.00
45292-300 SUB-DIVISION FEES	10,000.00
47250-300 RENTAL OF CONSTRUCTION EQUIP	5,000.00
61122-300 TRANSFER-IN PUBLIC BLDG	<u>550,000.00</u>

Total Revenues- District 3	<u>1,535,000.00</u>
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111-53400 ROAD DISTRICT 3	836,364.00
111-53600 ENGINEERING ALLOCATION	<u>698,636.00</u>

Total Expenditures- District 3	<u>1,535,000.00</u>
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Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
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111 GASOLINE TAX FUND

Account Number - Description	Budget Amount
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District 4

35910-400 BEGINNING FUND BALANCE	84,084.00
41220-400 COUNTY GASOLINE TAX	425,000.00
44190-400 STATE GASOLINE TAX	375,000.00
44221-400 STATE COST SHARING ENG SALARY	50,000.00
45292-400 SUB-DIVISION FEES	10,000.00
47250-400 RENTAL OF CONSTRUCTION EQUIP	12,500.00
61122-400 TRANSFER-IN PUBLIC BLDG	<u>550,000.00</u>

Total Revenues- District 4	<u>1,506,584.00</u>
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111-53500 ROAD DISTRICT 4	791,810.00
111-53600 ENGINEERING ALLOCATION	698,636.00
111-62160 TRANSFER OUT/ DEBT SERVICE	<u>16,138.00</u>

Total Expenditures- District 4	<u>1,506,584.00</u>
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Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
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MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024, COMMISSION MEETING

112 PUBLIC BUILDING, ROAD AND BRIDGE

Account Number - Description	Budget Amount
41110- AD VALOREM TAX	5,085,000.00
44150- BUSINESS PRIVILEGE TAX	30,600.00
44801- WHEELER REFUGE-IN LIEU OF TAXES	1,495.00
44850- T.V.A - IN LIEU OF TAXES	684,905.00
47100- INTEREST EARNED	<u>40,000.00</u>
 Total Revenues	 <u>5,842,000.00</u>
 112-51002 COURTHOUSE	 227,500.00
112-51003 SOUTH JEFFERSON ANNEX	7,000.00
112-51100 COUNTY COMMISSION	87,500.00
112-51300 PROBATE JUDGE	5,000.00
112-51550 REVENUE COMMISSIONER	5,000.00
112-51600 LICENSE COMMISSIONER	5,000.00
112-51905 CLINTON STREET PROPERTY	175,000.00
112-51954 INDUSTRIAL DEVELOPMENT SUPPORT	180,000.00
112-51965 INFORMATION TECHNOLOGY	5,000.00
112-52200 JAIL	250,000.00
112-52300 EMERGENCY MANAGEMENT	5,000.00
112-52930 COMMUNITY CORRECTIONS	10,000.00
112-53200 DISTRICT 1	500,000.00
112-53300 DISTRICT 2	500,000.00
112-53400 DISTRICT 3	500,000.00
112-53500 DISTRICT 4	500,000.00
112-53600 ENGINEERING	615,000.00
112-56200 SERVICES FOR THE ELDERLY	5,000.00
112-56531 FAMILY RESOURCE CENTER	10,000.00

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

112-57630 RAILROAD DEPOT- ARCHIVES	10,000.00
112-58100 COUNTY BOARD OF EDUCATION	10,000.00
112-59209 ATHENS- LIMESTONE LIBRARY BUILDING	20,000.00
112-59900 MARKET STREET BUILDING	10,000.00
112-62121 TRANSFER OUT/ GASOLINE FUND	<u>2,200,000.00</u>

Total Expenditures 5,842,000.00

Excess Revenues Over (Under) Expenditures -

113 PUBLIC HIGHWAY AND TRAFFIC

Account Number - Description Budget Amount

43801- MOTOR VEHICLE LICENSES 230,000.00

44170- MOTOR VEHICLE LICENSES & TITLE 145,000.00

Total Revenues 375,000.00

62110-000- TRANSFER-OUT / GENERAL FUND 375,000.00

Total Expenditures 375,000.00

Excess Revenues Over (Under) Expenditures -

116 CAPITAL IMPROVEMENT FUND

Account Number - Description Budget Amount

44197- OIL & GAS CAPITAL PAYMENT 512,377.00

Total Revenues 512,377.00

62000-000- TRANSFER OUT TO FUND 311 343,130.00

62160-000- TRANSFER OUT TO FUND 312 169,247.00

Total Expenditures 512,377.00

Excess Revenues Over (Under) Expenditures -

117 RRR GASOLINE FUND

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Account Number - Description	Budget Amount
District 1	
44190-100- STATE GASOLINE TAX	208,000.00
44193-100- PETROLEUM PRODUCTS PERMIT & INS	8,500.00
44196-100- 5 CENT GASOLINE TAX / RRR GAS	103,000.00
61125-100- TRANSFER IN/ SECONDARY RD	<u>93,750.00</u>
 Total Revenues- District 1	 <u>413,250.00</u>
 117-53200 ROAD DISTRICT 1	 <u>413,250.00</u>
 Total Expenditures- District 1	 <u>413,250.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
117 RRR GASOLINE FUND	

Account Number - Description	Budget Amount
District 2	
44190-200- STATE GASOLINE TAX	208,000.00
44193-200- PETROLEUM PRODUCTS PERMIT & INS	8,500.00
44196-200- 5 CENT GASOLINE TAX / RRR GAS	103,000.00
61125-200- TRANSFER IN/ SECONDARY RD	<u>93,750.00</u>
 Total Revenues- District 2	 <u>413,250.00</u>
 117-53300 ROAD DISTRICT 2	 <u>413,250.00</u>
 Total Expenditures- District 2	 <u>413,250.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
117 RRR GASOLINE FUND	

Account Number - Description	Budget Amount
District 3	

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

44190-300- STATE GASOLINE TAX	208,000.00
44193-300- PETROLEUM PRODUCTS PERMIT & INS	8,500.00
44196-300- 5 CENT GASOLINE TAX / RRR GAS	103,000.00
61125-300- TRANSFER IN/ SECONDARY RD	<u>93,750.00</u>

Total Revenues- District 3	<u>413,250.00</u>
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117-53400 ROAD DISTRICT 3	<u>413,250.00</u>
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Total Expenditures- District 3	<u>413,250.00</u>
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Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
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117 RRR GASOLINE FUND

Account Number - Description	Budget Amount
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District 4

44190-400- STATE GASOLINE TAX	208,000.00
44193-400- PETROLEUM PRODUCTS PERMIT & INS	8,500.00
44196-400- 5 CENT GASOLINE TAX / RRR GAS	103,000.00
61125-400- TRANSFER IN/ SECONDARY RD	<u>93,750.00</u>

Total Revenues- District 4	<u>413,250.00</u>
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117-53500 ROAD DISTRICT 4	<u>413,250.00</u>
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Total Expenditures- District 4	<u>413,250.00</u>
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Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
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118 SECONDARY ROAD FUND

Account Number - Description	Budget Amount
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44171- MOTOR VEHICLE LICENSE - TRUCK	260,000.00
44192- PETROLEUM INSPECTOR FEE	<u>115,000.00</u>

Total Revenues	<u>375,000.00</u>
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**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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62124-100- TRANSFER-OUT / R R R	93,750.00
62124-200- TRANSFER-OUT / R R R	93,750.00
62124-300- TRANSFER-OUT / R R R	93,750.00
62124-400- TRANSFER-OUT / R R R	<u>93,750.00</u>

Total Expenditures	<u>375,000.00</u>
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Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
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119 SEVERED MATERIAL TAX FUND

Budget Amount

Account Number - Description

44194- SEVERED MATERIAL TAX	<u>120,000.00</u>
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Total Revenues	<u>120,000.00</u>
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53300-213- ROAD CONSTRUCTION SUPPLIES	60,000.00
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53400-213- ROAD CONSTRUCTION SUPPLIES	<u>60,000.00</u>
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Total Expenditures	<u>120,000.00</u>
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Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
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120 APPRAISAL FUND

Budget Amount

Account Number - Description

41115- PROPERTY TAX -APPRAISAL UPDATE	<u>1,877,883.00</u>
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Total Revenues	<u>1,877,883.00</u>
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120-51810 APPRAISAL OFFICE	<u>1,877,883.00</u>
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Total Expenditures	<u>1,877,883.00</u>
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Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
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123 TOURISM, RECREATION AND CONVENTION

Budget Amount

Account Number - Description

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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41250- COUNTY LODGING TAX	75,000.00
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Total Revenues	75,000.00
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123-57200 TOURISM	75,000.00
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Total Expenditures	75,000.00
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Excess Revenues Over (Under) Expenditures	-
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124 SERVICES FOR THE ELDERLY	Budget Amount
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Account Number - Description

44400- REGIONAL AGENCIES & COMMISSIONS	129,530.00
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61110- TRANSFER-IN/ PUBLIC HEALTH	694,833.00
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Total Revenues	824,363.00
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124-56200 SERVICES FOR THE ELDERLY	824,363.00
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Total Expenditures	824,363.00
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Excess Revenues Over (Under) Expenditures	-
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127 COMMUNITY CORRECTIONS	Budget Amount
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Account Number - Description

45805- COMMUNITY CORRECTIONS FEES	613,895.00
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Total Revenues	613,895.00
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127-52930 COMMUNITY CORRECTIONS	613,895.00
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Total Expenditures	613,895.00
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Excess Revenues Over (Under) Expenditures	-
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128 WORK RELEASE PROGRAM	Budget Amount
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Account Number - Description

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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35910- BEGINNING FUND BALANCE	30,181.00
45285- WORK RELEASE	<u>190,000.00</u>
 Total Revenues	 <u>220,181.00</u>
 128-52910 INMATE WORK RELEASE PROGRAM	 <u>220,181.00</u>
 Total Expenditures	 <u>220,181.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
147 SENIOR DRUG PROGRAM	
	Budget Amount
Account Number - Description	
 44400- REGIONAL AGENCIES & COMMISSION	 20,848.00
61110- TRANSFER IN	<u>53,975.00</u>
 Total Revenues	 <u>74,823.00</u>
 147-56200 SENIOR DRUG PROGRAM	 <u>74,823.00</u>
 Total Expenditures	 <u>74,823.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
152 EMERGENCY MANAGEMENT AGENCY	
	Budget Amount
Account Number - Description	
 44610- FEDERAL COST SHARING -EMA	 41,676.00
44910- REVENUE FROM CITIES	18,000.00
61110- TRANSFER-IN / GENERAL FUND	<u>385,455.00</u>
 Total Revenues	 <u>445,131.00</u>
 152-52300 EMERGENCY MANAGEMENT SERVICES	 <u>445,131.00</u>
 Total Expenditures	 <u>445,131.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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155 TVA MAINTENANCE FUND	
	Budget Amount
Account Number - Description	
44610- FEDERAL COST SHARING - EMA	<u>260,477.00</u>
Total Revenues	<u>260,477.00</u>
155-52300 TVA MANITENANCE	<u>260,477.00</u>
Total Expenditures	<u>260,477.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
220 COUNTY REBUILD ALABAMA FUND	
	Budget Amount
Account Number - Description	
44198- STATE SHARED REVENUES	<u>1,500,000.00</u>
Total Revenues	<u>1,500,000.00</u>
220-53200 DISTRICT 1	375,000.00
220-53300 DISTRICT 2	375,000.00
220-53400 DISTRICT 3	375,000.00
220-53500 DISTRICT 4	<u>375,000.00</u>
Total Expenditures	<u>1,500,000.00</u>
Excess Revenues Over (Under) Expenditures	<u><u>-</u></u>
221 FEDERAL AID EXCHANGE FUND	
	Budget Amount
Account Number - Description	
44199- FEDERAL AID EXCHANGE	<u>400,000.00</u>
Total Revenues	<u>400,000.00</u>
221-53500 DISTRICT 4	<u>400,000.00</u>
Total Expenditures	<u>400,000.00</u>

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Excess Revenues Over (Under) Expenditures	-
302 LEASE SALE DEBT SERVICE	
Account Number - Description	Budget Amount
	2,550,737.00
61115 - TRANSFER-IN / EQUIP ACQUISITION FUND	16,138.00
61122 - TRANSFER-IN / GASOLINE FUND	
	2,566,875.00
Total Revenues	
302-59100 DEBT SERVICE	2,566,875.00
Total Expenditures	2,566,875.00
Excess Revenues Over (Under) Expenditures	-
309 2013 BOND ISSUE	
Account Number - Description	Budget Amount
61151- TRANSFER- IN/ JAIL COURT FEE	263,183.00
Total Revenues	263,183.00
309-59100 DEBT SERVICE	263,183.00
Total Expenditures	263,183.00
Excess Revenues Over (Under) Expenditures	-
310 2009 BOND ISSUE	
Account Number - Description	Budget Amount
61110- TRANSFER- IN/ GENERAL FUND	161,308.00
Total Revenues	161,308.00
310-59100 DEBT SERVICE	161,308.00
Total Expenditures	161,308.00

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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Excess Revenues Over (Under) Expenditures	-
311 2014 BOND ISSUE	Budget Amount
Account Number - Description	
61110- TRANSFER- IN/ CAPITAL IMPROVEMENT	343,130.00
Total Revenues	343,130.00
311-59100 DEBT SERVICE	343,130.00
Total Expenditures	343,130.00
Excess Revenues Over (Under) Expenditures	-
312 FNB WARRANT	Budget Amount
Account Number - Description	
61110- TRANSFER- IN/ CAPITAL IMPROVEMENT	169,247.00
Total Revenues	169,247.00
312-59100 DEBT SERVICE	169,247.00
Total Expenditures	169,247.00
Excess Revenues Over (Under) Expenditures	-
511 SOLID WASTE	Budget Amount
Account Number - Description	
45411- SOLID WASTE COLLECTION FEES	5,761,800.00
Total Revenues	5,761,800.00
511-54100 SOLID WASTE	5,761,800.00
Total Expenditures	5,761,800.00
Excess Revenues Over (Under) Expenditures	-
541 COWFORD CAMPGROUND	Budget Amount

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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Account Number - Description

45481- CAMPGROUND FEES	200,000.00
Total Revenues	200,000.00
541-57210 COWFORD CAMPGROUND	200,000.00
Total Expenditures	200,000.00
Excess Revenues Over (Under) Expenditures	-

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 Danny Barksdale and seconded by Daryl Sammet to approve to award the following bids:

Tire Recycling Project
 BID PROPOSAL NO. 2864
 September 12, 2024-September 16, 2024
 Liberty Tire Recycling
 ATTN: Bryan Crawford
 2058 Highway 145 North
 Saltillo, MS 38866

AMOUNT
\$2750.00/ Load, Trailer Rental \$250.00/Month (van trailer) \$500.00/month (Open top trailer) (Error on the agenda it was listed as "\$2500/Month (van trailer)")

Rental Appraisal Uniforms-Office of Revenue Commissioner
 BID PROPOSAL NO. 2865
 September 11, 2024-September 16, 2024
 Vestis
 ATTN: Devyn McCombs
 201 4th Street, SE
 Decatur, AL 35601

AMOUNT
No bids received. Negotiated price. Continue previous bid price of \$30.06 per week with 36-month contract.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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CRUSHED LIMESTONE
(Picked-up) PER TON
BID PROPOSAL NO. 2866
September 11, 2024- September 16, 2024
Rogers Group. Inc.
Tanner Quarry

Washed Paving Rock (#5, 56, 57, 6, 67, 7, 78 or 89	Crusher Run	Crushed Limestone Screenings	Pug Mix	Surge Rock	Rip Rap
5/57-6/67 \$19.75 78 or 89 \$21.00	\$17.25/ton	\$18.25/ton	\$17.25/ton	\$18.75/ton	\$23.25/ton

CRUSHED LIMESTONE
(Delivered) PER TON
BID PROPOSAL NO. 2867
September 11, 2024- September 16, 2024
Vulcan Const. Materials
Trinity, AL 35673

Washed Paving Rock (#5, 56, 57, 6, 67, 7, 78 or 89	Crusher Run	Crushed Limestone Screenings	Pug Mix	Surge Rock	Rip Rap
D1-5/57 \$36.55,6/67-\$37.30,7/78/89-\$41.30 D2-5/57 \$34.70,6/67-\$35.45,7/78/89-\$39.45 D3-5/57 \$37.15,6/67-\$37.90,7/78/89-\$41.90 D4-5/57 \$39.15,6/67-\$39.90,7/78/89-\$43.90	D1-\$32.80, D2-\$30.95, D3-\$33.40, D4-\$35.40	D1- \$32.80, D2-\$30.95, D3- \$33.40, \$35.40	D1-\$32.05, D2-\$31.20, D3-\$33.65, D4- \$35.65	D1 -\$34.30, D2- \$32.45, D3-\$34.90, D4- \$36.90	D1 CL1- \$39.30 CL2-\$40.30, D2 CL1- \$37.45 CL2-\$38.48, D3 CL1- \$39.90 CL2-\$40.90, D4 CL1-\$41.90 CL2-\$42.90

PLANT MIX (PICKED UP & DELIVERED)
BID PROPOSAL NO. 2868
September 11, 2024-September 16, 2024
Grayson Carter & Son Contracting Inc
Athens, AL

	Picked Up Price	Delivered Price
424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$54.00	\$62.00

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$54.00	\$62.00
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$54.00	\$62.00
424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$54.00	\$62.00
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$54.00	\$62.00
424B-634 Superpave Bituminous Concrete Upper Binder Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$54.00	\$62.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$54.00	\$62.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$54.00	\$62.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B	\$54.00	\$62.00
424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B (Limestone Aggregate)	\$49.00	\$57.00

High Performance Asphalt Cold Patch Material
 BID PROPOSAL NO. 2869
 September 11, 2024-September 16, 2024
 Advanced Asphalt Products, LLC
 Jasper, AL

PICKED UP-PER TON	DELIVERED- PER TON
\$85.00	\$98.00
PICKED UP- 50LB BAG	DELIVERED- 50LB BAG
\$13.50	\$15.50
PICKED UP- 5 GAL PAILS	DELIVERED-% GAL PAILS
No bid	No bid

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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High Performance Asphalt Cold Patch Material
 BID PROPOSAL NO. 2869
 September 11, 2024-September 16, 2024
 Wiregrass Construction Co. Inc.
 Huntsville, AL 35810

Back up vendor #1

PICKED UP-PER TON	DELIVERED- PER TON
\$105.00	\$115.50
PICKED UP- 50LB BAG	DELIVERED- 50LB BAG
\$105.00	\$115.50
PICKED UP- 5 GAL PAILS	DELIVERED-% GAL PAILS
No bid	No bid

High Performance Asphalt Cold Patch Material
 BID PROPOSAL NO. 2869
 September 11, 2024-September 16, 2024
 Eagle Utilities & Vault Company
 Athens, AL

Back up vendor #2

PICKED UP-PER TON	DELIVERED- PER TON
\$0.00	\$0.00
PICKED UP- 50LB BAG	DELIVERED- 50LB BAG
\$12.50	\$14.00
PICKED UP- 5 GAL PAILS	DELIVERED-% GAL PAILS
No bid	No bid

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Guardrails and End Anchors
 BID PROPOSAL NO. 2870
 September 11, 2024-September 16, 2024
 Alabama Guardrails, Inc.
 Cleveland, AL

Description	Cost
<ul style="list-style-type: none"> Type 10 Series End Anchors complete and installed 	\$3,700.00 Each
<ul style="list-style-type: none"> Type 13 Series End Anchors complete and installed 	\$3,500.00 Each
<ul style="list-style-type: none"> Steel Beam Guardrail, Class A, Type 2 complete and installed 	\$38.00 per Foot
<ul style="list-style-type: none"> Type 20 Series End Anchors complete and installed 	\$3,900.00 Each

Liquid Asphalt
 BID PROPOSAL NO. 2871
 September 11, 2024-September 16, 2024
 Ergon Asphalt & Emulsions, Inc.

Description	Price (Picked Up)	Price (Delivered)
EF-1H DF-1h Emulsion	\$2.40/gal	\$2.20/gal
CMS-1pf Emulsion	\$2.40/gal	\$2.20/gal
CMS-1pc Emulsion	\$4.02/gal	\$3.82/gal
CRS-2 Emulsion	\$2.21/gal	\$2.01/gal
CRS-2p Emulsion	\$2.60/gal	\$2.40/gal

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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Concrete Round Pipe (Picked up & delivered)
Concrete Arched Pipe (Picked up & delivered)
BID PROPOSAL NO. 2872
September 11, 2024-September 16, 2024
Foley Products Company
Athens, AL 35611

Estimated Amount
\$146,850.50

Traffic Marking Materials (Delivered)
BID PROPOSAL NO. 2873
September 11, 2024-September 16, 2024
Ennis-Flynt (PAINT ONLY)
PPG Architectural Finishes (GLASS SPHERES)

<u>ITEM</u>	<u>DELIVERED</u>
Paint, Class 1H, High Build, Yellow Traffic Line, Bulk IBC Storage System	\$13.50/ Gallon
Paint, Class 1H, High Build, White Traffic Line, Bulk IBC Storage System	\$13.75/Gallon
Paint, Class 1H, High Build, White Traffic Line, 5 Gallon Bucket	\$15.75/Each
Paint, Class 1H, High Build, Yellow Traffic Line, 5 Gallon Bucket	\$15.50/Each
Glass Spheres, AASHTO Standard Type 1, Drop on Application, Shipped in 50-90 lb. Moisture Proof Bags on Pallets	\$0.58/Pound
Glass Spheres, AASHTO Standard Type 3, Drop on Application, Shipped in 50-90 lb. Moisture Proof Bags on Pallets	\$0.95/Pound
Glass Spheres, AASHTO Standard Type 4, Drop on Application, Shipped in 50-90 lb. Moisture Proof Bags on Pallets	\$0.97/Pound
Glass Spheres, AASHTO Standard Type 1, Drop on Application, Shipped 2000 lb. totes. Moisture Proof Packaging on Pallets	\$0.58/Pound

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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Glass Spheres, AASHTO Standard Type 3, Drop on Application, Shipped 2000 lb. totes. Moisture Proof Packaging on Pallets \$0.95/Pound

Glass Spheres, AASHTO Standard Type 4, Drop on Application, Shipped 2000 lb. totes. Moisture Proof Packaging on Pallets \$0.97/Pound

Asphalt Plant Mix
Laid in Place
BID PROPOSAL NO. 2874
October 1, 2024- September 30, 2025
Grayson Carter & Son Contracting Inc.
Athens, AL

Description	Unit Price
Mobilization to Project Site	\$800.00 Each
Bituminous Concrete Plant Mix (leveling or seal) 1/2" Mx. Aggregate Size Mix	\$78.00/Ton
Bituminous Concrete Plant Mix (leveling or seal) 3/4" Max. Aggregate Size Mix	\$79.00/Ton
Bituminous Concrete Binder Layer, Patching 3/4" Max. Aggregate Size Mix	\$82.00/Ton
Bituminous Concrete Base Layer, Widening 3/4" Max. Aggregate Size Mix	\$82.00/Ton
Aggregate Surfacing, 1 1/2" Down Crusher Run	\$26.50/Ton
Planing Existing Pavement Approximately 1" thru 2"	\$0.90/Square Yard

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve the following hires as Correction Officers, effective 9/16/2024, pending a drug screening:

1. Justin Wilson.
2. Jaslyn Johnson.
3. Kaylee Garrett.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
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4. Eric (Shane) Davis.

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 Daryl Sammet and seconded by Danny Barksdale to approve to hire Bradley K. Jackson as a Communications Officer, effective 9/16/2024.

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 Derrick Gatlin and seconded by LaDon Townsend to approve to hire Yessica Carpio as a Drug Lab/Case Manager, pending a drug screening.

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.

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to promote Michelle Burns to a Real Property Appraiser, effective 9/16/2024.

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 to promote Jeffery Thomas from an Equipment Operator I to an Equipment Operator II in District 1, retroactive August 22, 2024.

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 Daryl Sammet to approve the Engineering Assistant- GIS Floodplain Management job description.



**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Engineering Assistant – GIS and Floodplain Management

ENG-EA/1

Engineering

Grade 18

JOB SUMMARY

This position, under the general supervision of the County Engineer, performs general engineering duties, prepares engineering drawings for road, site and building construction projects using computer-aided-design (CAD) programs. Performs mapping and Geographic Information System duties to prepare and update County maps and mapping information. Reviews Floodplain Development Permit submittals and site development activities to ensure compliance with the county's Floodplain Development Ordinance. Inspects work of contractors and maintains project records for construction of roads, subdivisions, bridges, and traffic control devices. Assists with surveys. Prepares and maintains the County input to the GovDeals.com website.

MAJOR DUTIES

- Prepares engineering-level drawings and plans for construction of roads, bridges, buildings, recreational facilities, etc. using CAD software.
- Prepares, gathers and maintains the County's Geographic Information System data using industry standard GIS software.
- Produces virtual and physical maps utilizing data stored within the County's GIS.
- Reviews submitted development activities and construction for compliance with the County's Floodplain Development Ordinance.
- Maintains physical and digital copies of the reviewed development files.
- Performs regular floodplain area reviews for unapproved activities.
- Performs basic surveys to determine grades and geographic locations.
- Performs roadway inspections for development of construction and drainage plans.
- Inspects traffic control devices for compliance with federal and state regulations.
- Inspects paving and bridge construction projects for compliance with the project standards and specifications.
- Performs related duties as assigned.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024, COMMISSION MEETING

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of civil engineering principles and practices.
- Knowledge of public works infrastructure construction, maintenance, and repair principles.
- Knowledge of engineering design practices.
- Knowledge of Federal Emergency Management Agency (FEMA) and National Flood Insurance Program (NFIP) standards and procedures.
- Attend continuing education courses to maintain a working knowledge of up to date FEMA and NFIP standards and update local practices to maintain compliance with such standards.
- Knowledge of relevant federal and state laws, county ordinances, and department policies and procedures.
- Knowledge of computers and job-related software programs.
- Knowledge of County road and bridge systems. (Can be acquired on the job.)
- Knowledge of safety rules including accident causation and prevention.
- Knowledge of traffic regulations.
- Skills in problem solving, prioritizing, planning, directing the work of personnel, and written and verbal skills to communicate effectively with supervisor and co-workers.

SUPERVISORY CONTROLS

The County Engineer assigns work in terms of general instructions. The supervisor reviews work through conferences, reports, and observations of activities.

GUIDELINES

Guidelines include the Manual of Uniform Traffic Control Devices, AASHTO design guides, ALDOT guidelines, NFIP flood regulations, ADEM stormwater regulations, as well as county and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024, COMMISSION MEETING

COMPLEXITY/SCOPE OF WORK

- The work consists of varied engineering, supervisory, and management duties. The need to balance a variety of competing interests and priorities contributes to the complexity of the work.
- The purpose of this position is to produce engineering drawings and GIS data and review of floodplain development for compliance. Successful performance contributes to safe, well-maintained, and efficient county infrastructure and floodplains.

CONTACTS

- Contacts are typically with coworkers, other county employees, contractors, vendors, utility companies, construction companies, state and local government officials, engineers, surveyors, developers, architects, attorneys, bankers, and the general public.
- Contacts are typically to exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, bending, crouching, stooping, or crawling in restricted areas. The employee frequently lifts light and heavy objects, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee may be exposed to noise, dust, dirt, grease, and machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has no direct supervision over other employees.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of a baccalaureate degree in a course of study related to computer and geographic information system field.
- Completion of the FEMA's Managing Floodplain Development through the National Flood Insurance Program (L273).
- Possession of a current and valid Driver's License; must be insurable.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

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

MOTION was made by Danny Barksdale and seconded by Derrick Gatlin to approve to promote Todd Lawson from a GIS Technician to Engineering Assistant-GIS Floodplain Management, effective October 1, 2024.

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.

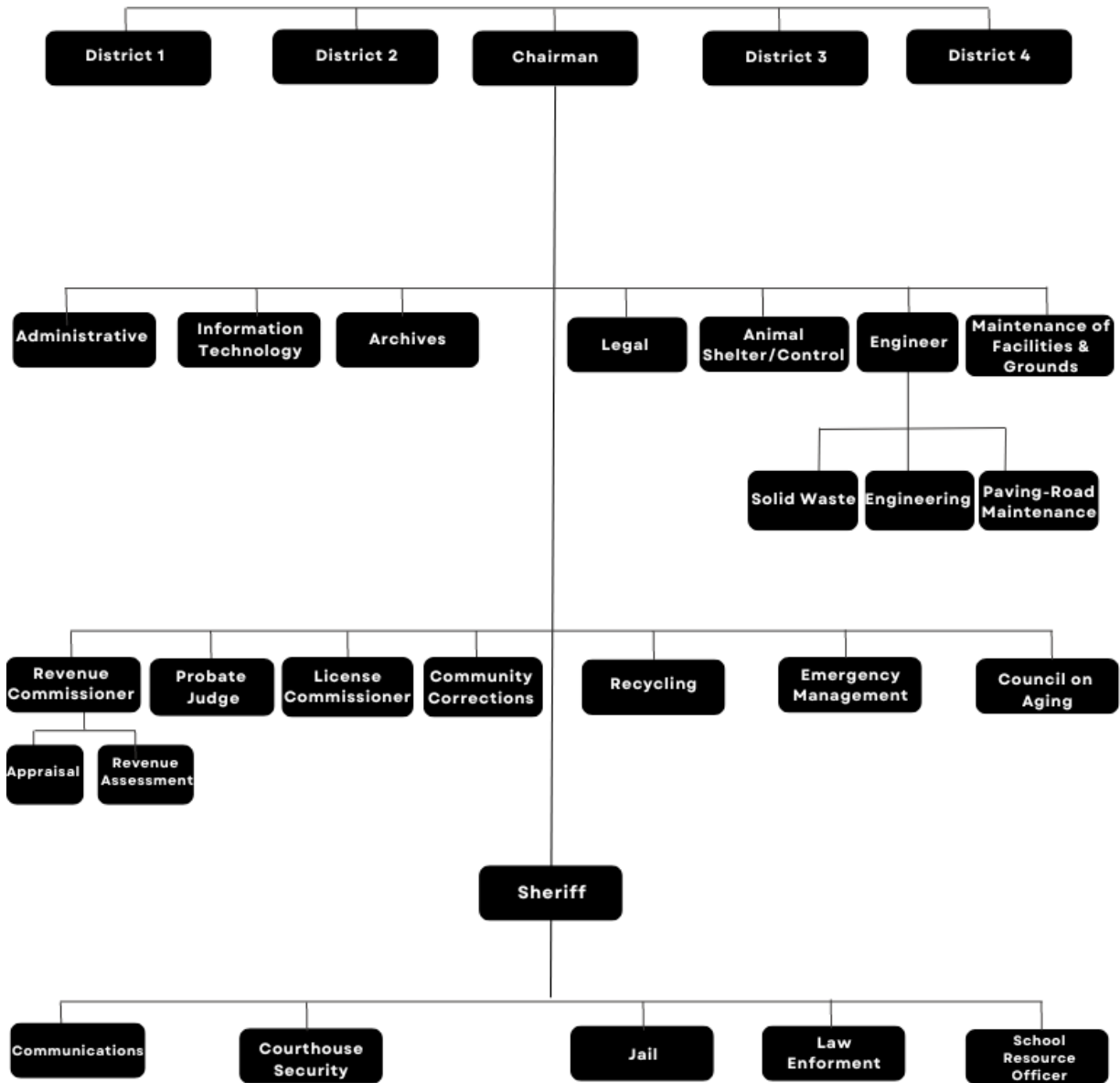
MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve to grant the Chairman authority to approve job descriptions and hiring of employees for the new Animal Shelter/Control Department.

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

MOTION was made by Derrick Gatlin and seconded by Danny Barksdale to approve the Staffing Plan for Fiscal Year 24-25.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

**LIMESTONE COUNTY COMMISSION
STAFFING PLAN
OCTOBER 1, 2024**



**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

<u>District 1</u>			<u>District 2</u>		
1	District Commissioner		1	District Commissioner	
2	District Rd. Supervisors	19	1	District Rd. Supervisor	19
4	Equip. Operators III	14	4	Equip. Operators III	14
2	Equip. Operators II	12	2	Equip. Operators II	12
2	Equip. Operators I	10	2	Equip. Operators I	10
1	PT Litter Patrol Driver	5	1	PT Litter Patrol Driver	5
2	PT Laborers	4	2	PT Laborers	4
Total: 14			Total: 13		

<u>District 3</u>			<u>District 4</u>		
1	District Commissioner		1	District Commissioner	
1	District Rd. Supervisor	19	1	District Rd. Supervisor	19
4	Equip. Operators III	14	3	Equip. Operators III	14
1	Equip. Operators II	12	4	Equip. Operators II	12
1	Equip. Operators I	10	2	Equip. Operators I	10
1	PT Litter Patrol Driver	5	1	PT Litter Patrol Driver	5
2	PT Laborers	4	1	PT Equip./Bush Hog Operator I	5
Total: 11			2	PT Laborers	4
			Total: 15		

<u>Chairman</u>	
Total: 1	

<u>Administrative</u>			<u>Information Technology</u>		
1	County Administrator	26	1	Director	25
1	Chief Financial Officer	26	1	Senior Systems Admin.	21
1	Gov. Admin. Accountant	21	1	Information Systems Security Officer	19
1	Payroll Specialist	17	2	Network Supports I	17
1	HR Specialist	17	2	Career Techs	1
1	AP Technician	14			
1	Purchasing Technician	12			
1	Commission Clerk	10			
Total: 8			Total: 7		

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

<u>Archives</u>	<u>Legal</u>
1 Archivist 17	1 Attorney 26
1 Assistant Archivist 10	1 Grants, Communication Relations, & Legal Specialist 21
Total: 2	Total: 2

<u>Animal Shelter/Control</u>	<u>Engineer</u>
To be determined	1 County Engineer 26
Total:	Total: 1

<u>Solid Waste</u>	<u>Engineering</u>
1 Superintendent 21	1 Assist. County Engineer 23
1 Mechanic 14	1 Assist. County Engineer in Training 22
10 Truck Operators 12	1 Project Manager 21
2 Clerks 12	1 Engineering Assistant – GIS Floodplain Management 18
1 Assistant Mechanic 11	2 Bridge Inspectors 18
4 Laborers 4	1 Bridge Inspector in Training 14
1 PT Laborer 4	2 Equipment Operators III - <i>Striping Crew</i> 14
	1 Equipment Operator II - <i>Striping Crew</i> 12
	1 Equipment Operator I - <i>Striping Crew</i> 10
	2 Eng. Support Assistants 12
Total: 20	Total: 13

<u>Paving - Road Maintenance</u>	<u>Maintenance of Facilities & Grounds</u>
1 Road Superintendent 21	1 Supt. of Facilities & Grounds 22
4 Equipment Operators III 14	1 Assist. Supt. of Facilities & Grounds 18
1 Mechanic 14	1 Electrician & HVAC Tech 17
2 Sign/Herbicide Techs 14	1 Facilities Tech 15
2 Equipment Operators II 12	1 Electrician & HVAC Tech Assistant 14
3 Equipment Operators I 10	
2 Temporary Laborers 4	

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

	1	Campground Manager	10
	4	Facilities & Grounds Workers	10
	2	Temp. PT Facilities & Grounds Workers	8
	4	Building Service Workers	7
	2	Building Service Worker Techs	1
Total: 15			Total: 18

<u>Revenue Commission</u>		<u>Appraisal</u>	
1	Revenue Commissioner	1	Chief Real Property Appraiser 21
1	Deputy Rev. Commissioner 23	1	Chief Personal Property Appraiser 21
		1	Temp. Chief Appraiser Trainee 21
		1	Commercial Appraiser 18
		2	GIS Technicians 16
		5	Real Property Appraisers **
		4	Appraisal Clerks 10
			**Trainee: 14; 18 months' experience: 17; State certified: 18
Total: 2			Total: 15

<u>Revenue Assessment</u>		<u>Probate</u>	
1	Chief Clerk 16	1	Probate Judge
4	Revenue Clerks 10	1	Chief Probate Clerk 18
1	Revenue Clerk Trainee 10	1	Elections Mgr./Admin. Assist. 14
		1	Acct./Court Clerk 12
		3	Probate Clerks II – Real Estate 12
		2	Probate Clerks I 10
Total: 6			Total: 9

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

<u>License Commission</u>		<u>Community Corrections</u>	
1	License Commissioner	1	Director/CRO
1	Chief License Clerk	20	16
1	Office Supervisor	17	14
1	Tag & Title Supervisor	14	1 Admin. Assist./Case Manager
5	Sr. Tag & Title Clerks	11	12
7	Tag & Title Clerks	10	12
2	License Clerks	10	Assist.
2	Help Desk Clerks	9	
Total: 20		Total: 6	

<u>Recycling</u>		<u>Emergency Management</u>	
1	Recycling Specialist	17	1 Director
1	PT Laborer	4	23
Total: 2		*	
		* <10 years' experience: 17 10 years' experience & required certifications: 19	
Total: 2		Total: 3	

<u>Council on Aging</u>		<u>Sheriff</u>	
1	Director	21	1 Sheriff
1	Assist. Director	19	24
1	Nutrition Program Suprv.	17	18
1	Activities/Programs Coord.	14	15
1	SenioRX & SHIP Coord.	14	12
6	Senior Ctr. Managers	12	10
1	Admin. Secretary	10	10
1	FT Van Driver	9	
7	PT Van Drivers	9	
5	Homemakers	7	
1	PT Senior Ctr. Aide	7	
Total: 26		Total: 7	

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

<u>Communications</u>		<u>Courthouse Security</u>	
1	Communications Supervisor	16	
10	Communications Officers	12	
Total: 11		Total: 7	
<u>Jail</u>		<u>Law Enforcement</u>	
1	Captain	21	
2	Lieutenants - Jail Operations	19	
4	Sergeants	17	
1	Deputy Sheriff - Wrk. Release	16	
2	Deputy Sheriffs - Extradition	16	
4	Corporals - Corrections	14	
41	Correction Officers	12	
1	Administrative Secretary	10	
1	Records Tech - Offender Registry	10	
1	Records Tech - Warrants	10	
Total: 58		Total: 46	

*Flexibility to assign 3 Deputy Sheriffs to Investigations, grade 19

<u>School Resource Officers</u>		
9	School Resource Officers	16
8	PT Sr. Deputy Sheriffs	11
Total: 17		

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

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

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Name	Position	Effective Date
Carla Sims	Senior RX and SHIP Coordinator	8/21/2024
Christian Brooke Rollins	Network Support Specialist I	8/29/2024
Steve Ferguson	Investigator	9/19/2024
Keri Chalmers	Recycling Specialist	8/29/2024
Andrew Dill	County Attorney	9/30/2024
Marcus Massey	County Engineer	9/21/2024

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 Danny Barksdale and seconded by LaDon Townsend to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Salem Springs Subdivision	Minor	Preliminary & Final	2	4	On Hwy 99 next to the West Limestone Volunteer Fire Department.
Glass Hollow Estates	Minor	Preliminary & Final	3	4	Near the end of Glass Hollow Rd.
Magnolia Terrace – replat Lot 1	Minor	Preliminary & Final	2	2	At the intersection of Pepper Rd & Tulip Lane.
Stoney Point Subdivision	Major	Preliminary	88	2	On the east side of E. Limestone Rd approx. 1100’ S of the intersection with Carrington Ct.

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve to transfer the following inventory:

Transfer from	Transfer to	Item	Inventory or Serial #
Jail	Engineering	Elections & herbicide storage shed	3325-26
Jail	Council on Aging	Dell Latitude Laptop 5290	12567

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

Jail	Board of Education	County Jail (4 acres)	1096
Jail	County Commission	Dell Latitude Laptop 5289	12547
Sheriff's Office	License Commission	Dell Latitude Laptop 5500	12614
Sheriff's Office	I.T. Department	Dell Latitude Laptop 5430	12681
Sheriff's Office	I.T. Department	Dell Latitude Laptop 5420	12636
Sheriff's Office	I.T. Department	Software	18813
Sheriff's Office	I.T. Department	Cisco 9200 Switch 24-Port	12666
Sheriff's Office	I.T. Department	Powerstore 1000T SAN	12672

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 Daryl Sammet and seconded by Danny Barksdale to approve to remove the following from inventory:

Department	Item	Serial #
EMA	Transfer Switch	4575/18369
	Cisco Phone (EICP)	18896
	Transfer Switch	4576/18370
Sheriff's Office	Kneehole Desk	4092
	Desk	4415
	Copier	4534
	Pole Camera	4629
	Wireless Surveillance	4674
	Fujitsu Tablet	4812
	Fujitsu Lifebook	15372
	Vicon V1020W Camera	12622
	Copier	5034
	2013 Chevy Tahoe	5016
Jail	0.25 Construction Cost	3326
	0.25 Construction Cost	3325
	Installation 3T Heat Pump	3358
	Dell D830 Laptop	4523
	Dell D830 Laptop	4526
	Dell D830 Laptop	4527
District 3	Generator	19010
	Generator	19012
	Lawn Mower	18994
Council on Aging	AC Unit	4147
	Refrigerator (1995)	2359
	Desk	18988

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

	ASA 5505 Software	4976
Commission	Dell Latitude E6510 LT Laptop	4885
Solid Waste	2023 Isuzu NRR 2017 FRHT M2106 2016 FRHT M2106 Traded for 2024 Kenworth T280	10211 10220 10221
I.T.	Cisco Catalyst 3750-2	4737
Clinton Street Annex	Video Camera/DVR (Probate)	4548

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 Derrick Gatlin and seconded by LaDon Townsend to approve a 5% cost of living pay increase beginning on September 29th with pay date of October 18th for FY24-25.

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	Grade	
1	\$11.59	\$11.88	\$12.18	\$12.48	\$12.79	\$13.11	\$13.44	\$13.78	\$14.12	\$14.47	\$14.84	\$15.21	\$15.59	\$15.98	\$16.38	\$16.79	\$17.21	\$17.64	\$18.08	\$18.53	\$18.99	\$19.47	1	
2	\$12.17	\$12.47	\$12.79	\$13.11	\$13.43	\$13.77	\$14.11	\$14.47	\$14.83	\$15.20	\$15.58	\$15.97	\$16.37	\$16.78	\$17.20	\$17.63	\$18.07	\$18.52	\$18.98	\$19.46	\$19.94	\$20.44	\$20.44	2
3	\$12.78	\$13.10	\$13.43	\$13.76	\$14.11	\$14.46	\$14.82	\$15.19	\$15.57	\$15.96	\$16.36	\$16.77	\$17.19	\$17.62	\$18.06	\$18.51	\$18.97	\$19.45	\$19.93	\$20.43	\$20.94	\$21.47	\$21.47	3
4	\$13.43	\$13.77	\$14.11	\$14.46	\$14.82	\$15.19	\$15.57	\$15.96	\$16.36	\$16.77	\$17.19	\$17.62	\$18.06	\$18.51	\$18.98	\$19.45	\$19.94	\$20.44	\$20.95	\$21.47	\$22.01	\$22.56	\$22.56	4
5	\$14.11	\$14.46	\$14.82	\$15.19	\$15.57	\$15.96	\$16.36	\$16.77	\$17.19	\$17.62	\$18.06	\$18.51	\$18.98	\$19.45	\$19.94	\$20.44	\$20.95	\$21.47	\$22.01	\$22.56	\$23.12	\$23.70	\$23.70	5
6	\$14.83	\$15.20	\$15.58	\$15.97	\$16.37	\$16.78	\$17.20	\$17.63	\$18.07	\$18.52	\$18.98	\$19.46	\$19.94	\$20.44	\$20.95	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30	\$24.91	\$24.91	6
7	\$15.57	\$15.96	\$16.36	\$16.77	\$17.19	\$17.62	\$18.06	\$18.51	\$18.97	\$19.44	\$19.93	\$20.43	\$20.94	\$21.46	\$22.00	\$22.55	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.15	7
8	\$16.37	\$16.78	\$17.20	\$17.63	\$18.07	\$18.52	\$18.98	\$19.46	\$19.95	\$20.44	\$20.95	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30	\$24.91	\$25.53	\$26.17	\$26.82	\$27.49	\$27.49	8
9	\$17.19	\$17.62	\$18.06	\$18.51	\$18.97	\$19.45	\$19.94	\$20.43	\$20.94	\$21.47	\$22.00	\$22.55	\$23.12	\$23.70	\$24.29	\$24.90	\$25.52	\$26.16	\$26.81	\$27.48	\$28.17	\$28.87	\$28.87	9
10	\$18.06	\$18.51	\$18.97	\$19.45	\$19.93	\$20.43	\$20.94	\$21.47	\$22.00	\$22.55	\$23.12	\$23.70	\$24.29	\$24.90	\$25.52	\$26.16	\$26.81	\$27.48	\$28.17	\$28.87	\$29.59	\$30.33	\$30.33	10
11	\$18.96	\$19.43	\$19.92	\$20.42	\$20.93	\$21.45	\$21.99	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88	\$25.50	\$26.14	\$26.79	\$27.46	\$28.15	\$28.85	\$29.57	\$30.31	\$31.07	\$31.84	\$31.84	11
12	\$19.94	\$20.44	\$20.95	\$21.47	\$22.01	\$22.56	\$23.12	\$23.70	\$24.29	\$24.90	\$25.52	\$26.16	\$26.82	\$27.49	\$28.17	\$28.88	\$29.60	\$30.34	\$31.10	\$31.88	\$32.67	\$33.49	\$33.49	12
13	\$20.94	\$21.46	\$22.00	\$22.55	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16	\$28.87	\$29.59	\$30.33	\$31.09	\$31.86	\$32.66	\$33.48	\$34.31	\$35.17	\$35.17	13
14	\$22.00	\$22.55	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16	\$28.87	\$29.59	\$30.33	\$31.09	\$31.86	\$32.66	\$33.48	\$34.31	\$35.17	\$36.05	\$36.95	\$36.95	14
15	\$23.12	\$23.70	\$24.29	\$24.90	\$25.52	\$26.16	\$26.81	\$27.48	\$28.17	\$28.87	\$29.60	\$30.34	\$31.09	\$31.87	\$32.67	\$33.48	\$34.32	\$35.18	\$36.06	\$36.96	\$37.88	\$38.83	\$38.83	15
16	\$24.29	\$24.90	\$25.52	\$26.16	\$26.81	\$27.48	\$28.17	\$28.87	\$29.60	\$30.33	\$31.09	\$31.87	\$32.67	\$33.48	\$34.32	\$35.18	\$36.06	\$36.96	\$37.88	\$38.83	\$39.80	\$40.80	\$40.80	16
17	\$25.53	\$26.17	\$26.82	\$27.49	\$28.18	\$28.88	\$29.61	\$30.35	\$31.11	\$31.88	\$32.68	\$33.50	\$34.34	\$35.19	\$36.07	\$36.98	\$37.90	\$38.85	\$39.82	\$40.81	\$41.83	\$42.88	\$42.88	17
18	\$26.81	\$27.48	\$28.17	\$28.87	\$29.59	\$30.33	\$31.09	\$31.87	\$32.67	\$33.48	\$34.32	\$35.18	\$36.06	\$36.96	\$37.88	\$38.83	\$39.80	\$40.79	\$41.81	\$42.86	\$43.93	\$45.03	\$45.03	18
19	\$28.17	\$28.87	\$29.60	\$30.34	\$31.09	\$31.87	\$32.67	\$33.49	\$34.32	\$35.18	\$36.06	\$36.96	\$37.89	\$38.83	\$39.80	\$40.80	\$41.82	\$42.86	\$43.94	\$45.03	\$46.16	\$47.31	\$47.31	19
20	\$29.59	\$30.33	\$31.09	\$31.87	\$32.66	\$33.48	\$34.32	\$35.17	\$36.05	\$36.95	\$37.88	\$38.82	\$39.80	\$40.79	\$41.81	\$42.86	\$43.93	\$45.02	\$46.15	\$47.30	\$48.49	\$49.70	\$49.70	20
21	\$32.67	\$33.49	\$34.32	\$35.18	\$36.06	\$36.96	\$37.89	\$38.83	\$39.81	\$40.80	\$41.82	\$42.87	\$43.94	\$45.04	\$46.16	\$47.32	\$48.50	\$49.71	\$50.95	\$52.23	\$53.53	\$54.87	\$54.87	21
22	\$36.05	\$36.95	\$37.88	\$38.82	\$39.79	\$40.79	\$41.81	\$42.85	\$43.92	\$45.02	\$46.15	\$47.30	\$48.48	\$49.70	\$50.94	\$52.21	\$53.52	\$54.85	\$56.23	\$57.63	\$59.07	\$60.55	\$60.55	22
23	\$39.80	\$40.80	\$41.81	\$42.86	\$43.93	\$45.03	\$46.16	\$47.31	\$48.49	\$49.70	\$50.95	\$52.22	\$53.53	\$54.86	\$56.24	\$57.64	\$59.08	\$60.56	\$62.07	\$63.63	\$65.22	\$66.85	\$66.85	23
24	\$43.93	\$45.03	\$46.15	\$47.31	\$48.49	\$49.70	\$50.95	\$52.22	\$53.52	\$54.86	\$56.23	\$57.64	\$59.08	\$60.56	\$62.07	\$63.62	\$65.21	\$66.84	\$68.52	\$70.23	\$71.98	\$73.78	\$73.78	24
25	\$48.50	\$49.71	\$50.96	\$52.23	\$53.53	\$54.87	\$56.25	\$57.65	\$59.09	\$60.57	\$62.08	\$63.64	\$65.23	\$66.86	\$68.53	\$70.24	\$72.00	\$73.80	\$75.64	\$77.53	\$79.47	\$81.46	\$81.46	25
26	\$53.52	\$54.86	\$56.23	\$57.64	\$59.08	\$60.55	\$62.07	\$63.62	\$65.21	\$66.84	\$68.51	\$70.22	\$71.98	\$73.78	\$75.62	\$77.51	\$79.45	\$81.44	\$83.47	\$85.56	\$87.70	\$89.89	\$89.89	26

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.

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve the Limestone County Commission Policy for Electronic Records and Signature.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 16, 2024,
COMMISSION MEETING**

LIMESTONE COUNTY COMMISSION POLICY

ELECTRONIC RECORDS AND SIGNATURES

(1) Legal Basis: The Alabama Uniform Electronic Transaction Act (hereinafter, “the Act”), Code of Ala. 1975, §§ 8-1A-1 et seq., is intended to facilitate the use of electronic documents in business, commercial, and governmental transactions. The Act promotes but does not require the use of electronic signatures and creation of electronic documents. Code of Ala. 1975, § 8-1A-18(a) provides that “each government agency of this state with rule-making authority...may determine by rule whether, and the extent to which, it will send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures” Section 8-1 A-12(a) provides that an electronic record meets other state law requirements for record retention if the electronic record both accurately reflects the original document and is accessible for later reference. Section 8-1 A-13 provides that an electronic record may not be excluded from evidence in court solely because it is in electronic form. Section 8-1 A-12(g) provides that a county commission is not precluded by the Act from placing additional requirements for record retention on agencies. The Limestone County Commission has decided to convert certain paper documents into electronic documents and has established this policy to comply with the Act.

(2) Definitions: Including the definitions provided in the Alabama Uniform Electronic Transactions Act, the following words shall have the meanings as set forth below:

- (a) Act. Alabama Uniform Electronic Transaction Act, Code of Ala. 1975, §§ 8-1 A-1 et seq.
- (b) Commission. Limestone County Commission.
- (c) County. Limestone County, Alabama.
- (d) Electronic. Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, telephonic, or similar capabilities.
- (e) Electronic Record. A record created, generated, sent, communicated, received, or stored by electronic means.
- (f) Electronic Signature. An electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- (g) Information. Data, text, images, sounds, codes, computer programs, software, databases, or the like.
- (h) Information Processing System. An electronic system for creating, generating, sending, receiving, storing, displaying, or processing information.
- (i) Record. Information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- (j) Transaction. An action or set of actions occurring between two or more persons relating to the conduct of business, commercial, or governmental affairs.

(3) Use of Electronic Documents: The Commission may create a retrievable electronic record or copy, by optical scan or otherwise, of paper original documents or make other images or paper copies which

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accurately reproduce the originals and may destroy original paper documents so copied as long as not prohibited by applicable laws or regulations. Electronic copies of original documents, when certified by an authorized Commission record custodian, are admissible in the Commission's administrative hearings or other administrative and judicial proceedings as authorized by the Act as though they were the original document. The electronic document retains the confidential or public document characteristics of the original document.

(4) Electronic Signature Process: The procedures in this subsection with respect to electronic signatures apply to any online application for services provided by Limestone County. When an applicant completes an online application for services using a County provided and maintained computer system, the applicant must complete the following steps which, considered together, will constitute a binding electronic signature:

- (a) Provide full name of the applicant (First Name, Middle Name, Last Name, Suffix);
- (b) Read a disclosure statement advising the applicant that the electronic signature he/she is about to create is legally binding;
- (c) Enter a check in a checkbox indicating that the applicant has read the disclosure statement and understands that by checking the checkbox, he/she is electronically signing the application;
- (d) Click a button or other link causing the completed application for services to be electronically transmitted to the County for eligibility determination by County personnel.

The information contained in this subsection constitutes the minimum that is required for a valid electronic signature. Any County department may require additional reasonable information from an applicant.

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.

Commissioner Barksdale suggested that when the County takes over the animal shelter, there should be excess capacity at the current shelter, and this would be a good time to begin an animal rescue. Since the current shelter has the facilities, a non-profit established, and many volunteers. He also stated that they are bushhogging in District 2.

Commissioner Gatlin expressed appreciation to Emily Ezzell and Stephanie Elkins for all their hard work in completing the FY24-25 budget.

Commissioner Townsend also expressed to Emily Ezzell and Stephanie Elkins for all their hard work in completing the FY24-25 budget. He also thanked all department heads for getting information so that the budget can be completed. He further gave a paving and bushhogging update. In closing, Commissioner Townsend stated that the animal shelter is coming together and will be something to proud of and will be a success.

Chairman Daly thanked Emily Ezzell, Stephanie Elkins and Ellen Morell as well as all department heads for all their hard work in completing the FY24-25 budget. He also stated that they are going to make this new animal shelter a success and will need help from the community. In closing Chairman Daly stated that he is going to work hard through the

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legislative process to be able to get the corrections officers the one for five retirement benefit.

Adjourned at 10:07 a.m. until 9:00 a.m. on Monday, October 7, 2024, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.