

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024,  
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today, at 9:32 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 LaDon Townsend to approve the minutes of September 16, 2024.

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

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

9/17/2024	0080513	\$	1,005.00
9/20/2024	0080514 – 0080576	\$	359,263.18
9/27/2024	0080577 – 0080663	\$	1,807,591.71
9/27/2024	0080664 - 0080665		VOID
9/27/2024	0080666 – 0080930	\$	3,890.98
9/30/2024	0080931 – 0080987	\$	177,686.88
9/30/2024	0080988 – 0080989	\$	4,042.60
10/4/2024	0080990	\$	10,000.00
10/4/2024	0080991 – 0081037	\$	788,990.30
	<b>TOTAL</b>	<b>\$</b>	<b>3,152,470.65</b>

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 Danny Barksdale to approve a Resolution to allocate ARPA funds for upgrade of county’s emergency response communications system.

**RESOLUTION TO ALLOCATE AMERICAN RESCUE PLAN ACT FUNDS  
FOR UPGRADE OF COUNTY’S EMERGENCY RESPONSE COMMUNICATIONS  
SYSTEM**

WHEREAS, Limestone County, Alabama, (the “County”) has received an award of Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) under the American Rescue Plan Act (“ARPA funds”) from the U.S. Department of the Treasury (“Treasury”); and

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WHEREAS, the Limestone County Commission (the "Commission") is charged with ensuring the expenditure of the County's ARPA revenue replacement funds in accordance with state and federal law; and

WHEREAS, ARPA funds may be used to provide enhancements to emergency services in the community, including, specifically, enhancements to the emergency communications systems; and

WHEREAS, the Commission has determined that using ARPA funds to purchase and install bidirectional amplifier equipment to enhance its emergency services communications system is a necessary, eligible, and reasonable use its ARPA revenue replacement funds that will enable the County to provide emergency response and assistance services throughout the County; and


WHEREAS, this equipment has been procured consistent with the Alabama Competitive Bid Law, as well as federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

- 1) The Commission hereby allocates up to \$119,645.40 of its ARPA funds to purchase and install bidirectional amplifier equipment from Motorola Solutions to support its emergency communications system,
- 2) The County is hereby authorized to expend ARPA funds to the designated vendor to support the emergency communications system as described herein.
- 3) Notwithstanding any provision of this Resolution to the contrary, ARPA revenue replacement funds allocated by this Resolution shall not be used for the following purposes:
  - a) To make deposits into a pension fund;
  - b) To service debt or replenish rainy day funds;
  - c) To satisfy settlements and judgments; or
  - d) To fund programs, services, or capital expenditures that undermine efforts to stop the spread of COVID-19.
- 4) Expenditure of ARPA funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for expenditures not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 7<sup>th</sup> day of October 2024.

Attest:   
**Ellen Morell, Administrator**

  
**Collin Daly, Chairman**

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<b>Purchasing Co:</b>	Limestone County Sheriff's Office
<b>Attn:</b>	Marc Massey
<b>Address:</b>	
<b>Phone:</b>	256-262-2693
<b>Email:</b>	marc.massey@limestonecounty-al.gov

<b>Date:</b>	9/26/2024
<b>Budgetary Quotation No.:</b>	09-2625-20
<b>Version #</b>	

<b>Prepared By:</b>	Mike Williams
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<b>Sales Rep:</b>	Kyle Sanderson
<b>Phone:</b>	205-239-6179
<b>Email:</b>	Kyle.Sanderson@MotorolaSolutions.com

<b>Job Location:</b>	Limestone County, AL
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<b>Scope of Work :</b>		Technical Assistance for Limestone County, AL BDA	
<b>Budgetary Quote Pricing Proposal</b>			
	1	BDA Equipment & Install Materials	\$ 41,547.59
	1	Engineering, Installation and Optimizations	\$ 84,163.75
		<b>SUBTOTAL</b>	\$ 125,711.34
		<b>STATE CONTRACT 15% DISCOUNT</b>	\$ 6,065.94
		<b>Total Cost</b>	\$ 119,645.40
<b>Respectfully submitted:</b>			
<i>Mike Williams</i> CSM- Alabama 09/26/2024			
<b>Company</b>	<b>Date</b>	<b>Customer</b>	<b>Date</b>

NOTE: All prices in accordance with Motorola Solutions, Inc Alabama state contract MA220000003341-5

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024,  
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve a Resolution authorizing the Chairman to enter into an agreement with L3 Harris Technologies, Inc. in the amount of \$557,343.51 to purchase all radios and accessories listed in Quote #Limestone County AL-976990\_082724. Funds received from CDBG-CV grant.

**LIMESTONE COUNTY COMMISSION**

**RESOLUTION: 1037-27**

**WHEREAS**, the Limestone County Commission has received a grant from the Alabama Department of Economic and Community Affairs Community Development Block Grant - Covid Relief (CDBG-CV) Program to purchase P-25 interoperable radios for the Limestone County EMA, the Sherriff Department, and Volunteer Fire Departments in Limestone County.

**WHEREAS**, in accordance with CDBG-CV regulations the Limestone County Commission has accepted competitive bids for the P-25 interoperable radio system and all accessories as part of their ARPA funding.

**NOW, THEREFORE**, be it resolved that the L3Harris Technologies, Incorporated is the low bidder for all equipment required to complete the county's P-25 interoperable radio system and the County Commission has a unit price agreement with L3Harris Technologies, Incorporated to purchase all items needed to complete this radio system; and

**THAT**, Collin Daly, Chairman, be and is hereby authorized to enter into an agreement with L3Harris Technologies, Incorporated in the amount of \$557,343.51 to purchase all radios and accessories listed in attached Quote #Limestone County AL\_976990\_082724.

**READ AND ADOPTED** the 7th day of **October 2024**.

**SIGNED FOR THE LIMESTONE COUNTY COMMISSION:**

Attest:

  
Ellen Morell, Administrator

  
Collin Daly, Chairman



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L3Harris Technologies, Inc.  
Public Safety and Professional Communications  
221 Jefferson Ridge Parkway  
Lynchburg, Virginia 24501  
Phone: 1-800-368-3277  
Fax: 321-409-4393

Quote Name: Limestone County AL\_Terminals\_976990\_082724

Limestone County AL EMA  
Eddie Gilbert

Date: 8/27/2024 Valid for 30 days  
Sales POC: Matthew Thornton  
Sr Spec, Sales/Account Manager - Alabama  
434-241-9947  
Christopher.Thornton@L3Harris.com

**L3Harris' Internal Use Only**  
Quote by: S. Spence  
CRM #  
CCC Case # INC-000336871

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
<b>XL-200P</b>							
1	XL-PFM1M-NA	PORTABLE,XL-200P,FKP,BLK,US,NA	14	\$ 3,950.00		\$ 2,332.80	\$ 32,659.20
2	XL-PL9F	FEATURE, P25C FALLBACK/MS FAILSOFT	14	\$ 300.00		Included	Included
3	XL-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	14	\$ 395.00		Included	Included
4	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	14	\$ 0.01		Included	Included
5	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	14	\$ 275.00		Included	Included
6	XL-PL8Y	FEATURE, ENCRYPTION LITE	14	\$ 0.01		Included	Included
7	XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	14	\$ 785.00		Included	Included
8	XL-PKGP	FEATURE PACKAGE,P25 DATA	14	\$ 395.00		Included	Included
9	XL-PKGP	FEATURE PACKAGE,P25 TRUNKING	14	\$ 1,800.00		Included	Included
10	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	14	\$ 1,795.00	75%	\$ 444.00	\$ 6,216.00
11	XL-PA4K	BATTERY,LH-ION,HI-CAPACITY,4800MAH	14	\$ 195.00		Included	Included
12	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	14	\$ 125.00		Included	Included
13	XL-AE4B	SPEAKER MICROPHONE,EMER BUTTON	14	\$ 255.00		Included	Included
14	XL-HC3L	BELT CLIP,METAL	14	\$ 30.00		Included	Included
15	XL-CH6F	CHARGER, SINGLE BAY +	14	\$ 250.00		Included	Included
						<b>Subtotal</b>	<b>\$ 38,875.20</b>
<b>XL-200M - EMA as control stations with individual antennas</b>							
16	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	5	\$ 4,275.00		\$ 4,055.10	\$ 20,275.50
17	XZ-PL4J	FEATURE, VHF BAND	5	\$ 600.00	26%	\$ 444.00	\$ 2,220.00
18	XZ-PL4K	FEATURE, UHF BAND	5	\$ 600.00		Included	Included
19	XZ-PL4L	FEATURE, 700/800 MHZ BAND	5	\$ 600.00		Included	Included
20	XZ-PL8Y	FEATURE, ENCRYPTION LITE	5	\$ 0.01		Included	Included
21	XZ-PL4F	FEATURE, PHASE 2 TDMA	5	\$ 275.00		Included	Included
22	XZ-PL5K	FEATURE P25 OTAP PROFILE	5	\$ 395.00		Included	Included
23	XZ-PL9F	FEATURE, P25C FALLBACK/MS FAILSOFT	5	\$ 300.00		Included	Included
24	XZ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	5	\$ 785.00		Included	Included
25	XZ-PKGP	FEATURE PACKAGE, P25 TRUNKING	5	\$ 1,800.00		Included	Included
26	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	5	\$ 495.00		Included	Included
27	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	5	\$ 105.00		Included	Included
28	XZ-AN8A	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800	5	\$ 210.00		Included	Included
29	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	5	\$ 80.00		Included	Included
30	XZ-L56A	SPEAKER, EXTERNAL, MOBILE	5	\$ 60.00		Included	Included
31	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	5	\$ 120.00		Included	Included
32	XZ-CP6A	CONTROL UNIT, XL-CH	5	\$ 1,850.00		Included	Included
33	XZ-CA6L	CABINET, XL DESKTOP, 120V, NA	5	\$ 725.00	26%	\$ 536.50	\$ 2,682.50
34	XZ-CA6R	CABLE, POWER, Y-SPLIT, DESKTOP	5	\$ 175.00	26%	\$ 129.50	\$ 647.50
35	XZ-CA6A	CABLE, XL-MOBILE, ETHERNET, 45CM	5	\$ 16.00	26%	\$ 11.84	\$ 59.20
36	XZ-MC6C	MICROPHONE, XL-MOBILE, DESKTOP	5	\$ 245.00	26%	\$ 181.30	\$ 906.50
37	XZ-CA6M	CABLE, XL DESKTOP, ACCESSORY	5	\$ 250.00	26%	\$ 185.00	\$ 925.00
38	XZ-MA4C	BRACKET, MOUNTING, XL CONTROL HEAD	5	\$ 68.00	26%	\$ 50.32	\$ 251.60
						<b>Subtotal</b>	<b>\$ 27,967.80</b>
<b>XL-200M - Mobile Command trailer</b>							
39	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	5	\$ 4,275.00		\$ 4,055.10	\$ 20,275.50
40	XZ-PL4J	FEATURE, VHF BAND	5	\$ 600.00	26%	\$ 444.00	\$ 2,220.00
41	XZ-PL4K	FEATURE, UHF BAND	5	\$ 600.00		Included	Included
42	XZ-PL4L	FEATURE, 700/800 MHZ BAND	5	\$ 600.00		Included	Included
43	XZ-PL8Y	FEATURE, ENCRYPTION LITE	5	\$ 0.01		Included	Included
44	XZ-PL4F	FEATURE, PHASE 2 TDMA	5	\$ 275.00		Included	Included
45	XZ-PL5K	FEATURE P25 OTAP PROFILE	5	\$ 395.00		Included	Included
46	XZ-PL9F	FEATURE, P25C FALLBACK/MS FAILSOFT	5	\$ 300.00		Included	Included
47	XZ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	5	\$ 785.00		Included	Included
48	XZ-PKGP	FEATURE PACKAGE, P25 TRUNKING	5	\$ 1,800.00		Included	Included
49	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	5	\$ 495.00		Included	Included
50	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	5	\$ 105.00		Included	Included
51	XZ-AN8A	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800	5	\$ 210.00		Included	Included

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L3Harris Technologies, Inc.  
Public Safety and Professional Communications  
221 Jefferson Ridge Parkway  
Lynchburg, Virginia 24501  
Phone: 1-800-368-3277  
Fax: 321-409-4393

Limestone County AL EMA  
Eddie Gilbert

Sales POC: *Matthew Thornton*  
*Sr Spec, Sales/Account Manager - Alabama*  
*434-241-9947*  
*Christopher.Thornton@L3Harris.com*

<b>L3Harris Internal Use Only</b>	
Quote by:	<i>S. Spence</i>
CRM #	
CCC Case #	<i>INC-000336871</i>

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
52	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	5	\$ 80.00		Included	Included
53	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	5	\$ 60.00		Included	Included
54	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	5	\$ 120.00		Included	Included
55	XZ-CP6A	CONTROL UNIT, XL-CH	5	\$ 1,850.00		Included	Included
56	XZ-CA6L	CABINET, XL DESKTOP, 120V, NA	5	\$ 725.00	26%	\$ 536.50	\$ 2,682.50
57	XZ-CA6R	CABLE, POWER, Y-SPLIT, DESKTOP	5	\$ 175.00	26%	\$ 129.50	\$ 647.50
58	XZ-CA6A	CABLE, XL-MOBILE, ETHERNET, 45CM	5	\$ 16.00	26%	\$ 11.84	\$ 59.20
59	XZ-MC6C	MICROPHONE, XL-MOBILE, DESKTOP	5	\$ 245.00	26%	\$ 181.30	\$ 906.50
60	XZ-CA6M	CABLE, XL DESKTOP, ACCESSORY	5	\$ 250.00	26%	\$ 185.00	\$ 925.00
61	XZ-MA4C	BRACKET, MOUNTING, XL CONTROL HEAD	5	\$ 68.00	26%	\$ 50.32	\$ 251.60
<b>Subtotal</b>							<b>\$ 27,967.80</b>
<b>XL-200M - remote mounted in vehicles with NO cage and NO GPS.</b>							
62	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	4	\$ 4,275.00		\$ 4,055.10	\$ 16,220.40
63	XZ-PL4J	FEATURE, VHF BAND	4	\$ 600.00	26%	\$ 444.00	\$ 1,776.00
64	XZ-PL4K	FEATURE, UHF BAND	4	\$ 600.00		Included	Included
65	XZ-PL4L	FEATURE, 700/800 MHZ BAND	4	\$ 600.00		Included	Included
66	XZ-PL8Y	FEATURE, ENCRYPTION LITE	4	\$ 0.01		Included	Included
67	XZ-PL4F	FEATURE, PHASE 2 TDMA	4	\$ 275.00		Included	Included
68	XZ-PL5K	FEATURE P25 OTAP PROFILE	4	\$ 395.00		Included	Included
69	XZ-PL9F	FEATURE, P25C FALLBACK/MS FAILSOFT	4	\$ 300.00		Included	Included
70	XZ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	4	\$ 785.00		Included	Included
71	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	4	\$ 1,800.00		Included	Included
72	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	4	\$ 495.00		Included	Included
73	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	4	\$ 105.00		Included	Included
74	XZ-AN8A	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800	4	\$ 210.00		Included	Included
75	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	4	\$ 80.00		Included	Included
76	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	4	\$ 60.00		Included	Included
77	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	4	\$ 120.00		Included	Included
78	XZ-CP6A	CONTROL UNIT, XL-CH	4	\$ 1,850.00		Included	Included
<b>Subtotal</b>							<b>\$ 17,996.40</b>
<b>XL-200P- FIRE</b>							
79	XL-PFM1P-NA	PORTABLE, XL-200P, FKP, PGRN, US, NA	133	\$ 3,950.00		\$ 2,332.80	\$ 310,262.40
80	XL-PL9F	FEATURE, P25C FALLBACK/MS FAILSOFT	133	\$ 300.00		Included	Included
81	XL-PL5K	FEATURE, PROFILE OTAP OVER-THE-AIR PRGM	133	\$ 395.00		Included	Included
82	XL-FW2X	OPERATION, LOAD NIFOG PERSONALITY	133	\$ 0.01		Included	Included
83	XL-PL4F	FEATURE, P25 PHASE 2 TDMA	133	\$ 275.00		Included	Included
84	XL-PL8Y	FEATURE, ENCRYPTION LITE	133	\$ 0.01		Included	Included
85	XL-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	133	\$ 785.00		Included	Included
86	XL-PKGGPD	FEATURE PACKAGE, P25 DATA	133	\$ 395.00		Included	Included
87	XL-PKGGPT	FEATURE PACKAGE, P25 TRUNKING	133	\$ 1,800.00		Included	Included
88	XL-PKGF1	FEATURE PACKAGE, ALL BANDS, V+U+7/800	133	\$ 1,795.00	75%	\$ 444.00	\$ 59,052.00
89	XL-PA4K	BATTERY, LI-ION, HI-CAPACITY, 4800MAH	133	\$ 195.00		Included	Included
90	XL-NCSZ	ANTENNA, FLEX, HELICAL, 136-870 MHZ	133	\$ 125.00		Included	Included
91	XL-AE4B	SPEAKER MICROPHONE, EMER BUTTON	133	\$ 255.00		Included	Included
92	XL-HC3L	BELT CLIP, METAL	133	\$ 30.00		Included	Included
93	XL-CH6F	CHARGER, SINGLE BAY +	133	\$ 250.00		Included	Included
<b>Subtotal</b>							<b>\$ 369,314.40</b>
<b>Programming and Install</b>							
94	MISC-SERV-PO-REF	Programming and Install Services	1	\$ 75,221.91	0%	\$ 75,221.91	\$ 75,221.91
<b>Subtotal</b>							<b>\$ 75,221.91</b>
Lead time is subject to material availability at time of order						<b>Sale Price</b>	<b>\$ 557,343.51</b>

**Terms and Conditions:**

- The Terms and Conditions are governed by the agreement between L3Harris Technologies and Limestone County Commission. Please reference MBP# 976990 and contract number XXX, if applicable.

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L3Harris Technologies, Inc.  
Public Safety and Professional Communications  
221 Jefferson Ridge Parkway  
Lynchburg, Virginia 24501  
Phone: 1-800-368-3277  
Fax: 321-409-4393

Limestone County AL EMA  
Eddie Gilbert

Sales POC: **Matthew Thornton**  
Sr Spec, Sales/Account Manager - Alabama  
434-241-9947  
Christopher.Thornton@L3Harris.com

L3Harris' Internal Use Only	
Quote by:	S. Spence
CRM #	
CCC Case #	INC-00036871

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
2.		<i>Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.</i>					
3.		<i>Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (item 1) and could be subject to change.</i>					

**Purchase Order requirements:**

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable.

Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

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 Daryl Sammet to approve an agreement for architectural services and pre-design services with AMBL Studios, Inc. for a new construction metal building structure to house a recycling center.



**Proposal For Architectural Services + Pre-Design Services**  
07.17.24

AMBL Studios, Inc.  
106 Washington St.  
Athens, AL 35611

601.502.5360  
[info@AMBLstudios.com](mailto:info@AMBLstudios.com)  
[www.AMBLstudios.com](http://www.AMBLstudios.com)

**Client:**  
Limestone County  
Attn: Collin Daly  
310 W Washington St.  
Athens, AL 35611

**Project Name:**  
1305 N Jefferson St

**Project No:**  
P24.22

**Client Contact:**  
256.233.6400  
collin.daly@limestonecounty-al.gov

**Project Location:**  
1305 N Jefferson St  
Athens, AL 35611

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING

*This Agreement is the offer of AMBL Studios, Inc. (herein referred to as "the Architect"), to perform the consulting services described in this Proposal. Acceptance by the Client is strictly limited to this Proposal and the attached Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed.*

*This Agreement supersedes all prior written proposals, and/or negotiations not referenced herein, between the parties and is expressly conditioned upon the Client's agreement of the attached Terms and Conditions. This Agreement may only be modified in writing and executed by both parties. This Agreement will be attached as an Exhibit to the appropriate AIA Standard Form of Agreement between Owner & Architect (as required). This Agreement will be considered void after 60 days from the date it is issued.*

## Project Description:

The Scope of Work\* for 1305 N Jefferson (herein referred to as "the Project") includes Architectural design and pre-design services for a new construction metal building structure to house a recycling center. The metal building is to be approximately 5,000SF (70' x 70') and 18' - 0" eaves. The metal building shall include the following program elements:

- Storage area with dedicated space for (1) paper compactor machine
- (1) office (recycling manager)
- Small reception/lobby
- Break room with kitchenette
- Restrooms as required by code
- (1) or (2) 14'-0" roll-up doors

Estimated Cost of Construction: \$800,000

**\*Scope of Work** – all elements of the Project to be designed or specified by the Architect that will have an associated construction cost.

## Client Responsibilities

- Prior to the commencement of Architectural Services, the Client shall provide the Architect with a Project budget, reasonable contingencies, and legal description of the property.
- The Client shall also provide site surveys and engage services of special consultants including geotechnical engineers as required for the production of drawings and reports determining the existing characteristics of the Project site along with any other relevant studies or data appropriate for the Project. *Refer to Terms & Conditions for more information.*

106 Washington St.  
Athens, AL 35611

info@amblstudios.com  
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## Consultant Services

- The Architect shall recommend to the Client any consultants that may be required for the Project. Such consultants may include: Civil Engineers, Structural Engineers, Mechanical, Electrical, & Plumbing Engineers, & Landscape Architects, along with any other consultants necessary to complete the Project. *Consultant services are not included in this Agreement.*

## SCOPE OF SERVICES

### Pre-Design (PD) Services

#### Programming

- Programming is the process of identifying and organizing essential information about the Project.
- The Architect will provide one (1) meeting to discuss the Client's goals and establish the Project's Scope of Work including an initial Project budget, programmatic & spatial requirements, & aesthetic preferences.
- A Program Statement shall be prepared by the Architect and it shall be approved by the Client prior to proceeding with any design work.

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING

## Basic Architectural Services

### Schematic Design (SD) Phase

- Based on the requirements established at the Programming meeting, the Architect shall prepare a schematic design of the Project consisting of (1) scheme. The schematic design scheme will include floor plans and exterior building elevations as required to illustrate the Project schemes. *Additional schemes can be provided upon request as an additional service.*
- The Architect will provide (1) meeting to present the scheme to the Client. The Client shall provide feedback on the scheme and discuss any changes to the scheme that better meet the Project requirements.
- The Architect will prepare (1) revision to the scheme and provide one (1) meeting to present the revision to the Client. *Any additional revisions during the Schematic Design Phase shall be considered Additional Services.*
- The Schematic Design drawings shall be approved by the Client prior to proceeding to the next phase. It is the Client's responsibility to evaluate and adjust the Project Budget as necessary following the Schematic Design Phase.

### Design Development (DD) Phase

- Based on the approved design established in the Schematic Design Phase, the Client shall engage the necessary Consultants required for the Project.
- The Architect will host (1) project kick-off meeting with all parties of the Design Team to review the design and discuss any changes that might be required in order to accommodate the Consultants' Scope of Work.
- The Architect shall further develop the floor plans & exterior elevations and prepare additional drawings and details to fix and describe the character of the Project.
- The Architect will coordinate these services with the service of any Consultants also engaged on the Project. *The Architect is not responsible for the management of the Consultants.*
- **Interior Design:**
  - The Architect shall specify general materiality for the project as required by the local codes & authorities having jurisdiction and will work with the Client to select building materials, systems, furniture, fixtures & equipment (FF&E) as required based on the aesthetic, code, & programmatic requirements of the Project.
  - The Architect shall prepare interior elevations and coordinate with the services of Consultants as necessary to describe the locations and arrangements of these materials, systems & FF&E.

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### Construction Documents (CD) Phase

- The Architect shall prepare Construction Documents based on the approved Design Development drawings and any further adjustments in the scope or the budget for the Project.
- These documents will consist of drawings and specifications that describe the Scope of Work, are suitable for filing with the Building Department, and suitable for construction by a qualified General Contractor.
- Construction Documents shall include:

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING

- Architectural Floor Plans delineating the existing construction, demolition, new construction, and the cross referencing of details and sections on subsequent drawings.
- Reflected Ceiling Plans provide accurate placement of ceiling mounted lighting fixtures.
- Building Elevations at each exterior facade showing the existing structure as required with the proposed new construction including notes indicating finishes, materials and any special conditions.
- Details, Sections, Schedules and Notes communicating, in detail, different aspects of the design relating to construction and code requirements. These details are essential in conveying the design concept to the General Contractor, the Subcontractors, and to the Building Department.

The Construction Documents shall be approved by the Client prior to proceeding to the next phase.

*\*Engineering Note: The Architect's Scope of Services does not include mechanical, electrical, plumbing, fire suppression, structural engineering, or any other special consultant engaged for the Project. It is possible that some of the aforementioned services are rendered by these Consultants and conveyed on their drawings rather than the Architect's. The Architect will coordinate their services with the services of the Consultants. See the attached Standard Terms and Conditions for more information.*

## **Permitting, Bidding, & Negotiating Phase**

### **Building Permit**

- Not required for scope of work.

*Fees associated with the Application for Building Permit are the responsibility of the Client. See the STC for in-house printing fees.*

### **Bid Coordination**

- Upon completion of the permitting process, the Architect shall assist the Client in assembling, distributing, and evaluating the bid packages to General Contractors. Typical Bid Coordination Services include:
  - Preparing and distributing the Construction Documents to each Bidder selected by the Client
  - Coordinate and attend a pre-bid meeting with the Bidders (as required)
  - Address Bidder's questions (Bid RFIs) and issuing clarifications or addenda (as required)
  - Assist the Client with the evaluation of the bids
  - Assist the Client with the awarding of the contract

## **Construction Administration (CA) Phase**

---

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**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024,  
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**Fee Breakdown:**

Pre Design & Schematic Design	25%	\$10,925
Design Development	20%	\$8,740
Construction Documents	25%	\$10,925
Permitting	5%	\$2,185
Bidding & Negotiation	10%	\$4,370
Construction Administration	15%	\$6,555

**ACCEPTANCE OF PROPOSAL**


*The aforementioned Project Description, Scope of Services, Compensation and the attached Standard Terms and Conditions for Architectural Services are hereby accepted as the Agreement between Client and Architect. If there is a conflict between this Agreement and the STC, then this Agreement shall take precedent. The Architect is authorized to proceed as specified. Payments will be made as indicated above. Refer to the STC for Agreement validity duration.*

Accepted by:

Name of Client(s)

Date:

Accepted by:

  
Name of Architect for AMBL Studios, Inc.

Date: 10.02.24

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING



## Standard Terms & Conditions for Architectural Services

### 1. COMPENSATION

**Fee:** The attached Agreement describes the tasks, phases and compensation terms.

**Terms of Payment:** Invoices shall be submitted upon completion of a phase or monthly based on the percentage of a phase's completion at that time. Hourly projects will be invoiced on a monthly basis. Payments are due upon the Client's receipt of invoice. Amounts that are unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month. A minimum finance charge of \$10.00 shall be assessed on all overdue payments.

**Payments Withheld:** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those which the Architect is adjudged to be liable.

**Suspension:** If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

### 2. ADDITIONAL SERVICES

All Additional Services shall be approved by the Client and the Architect in writing prior to proceeding. The following are Additional Services that are not specified above and are considered beyond the Basic Architectural Services.

**Master Planning:** The Architect may assist the Client in developing and preparing a long term Master Plan. All work associated with the Master Plan, including all preliminary design work, shall be considered an Additional Service.

**Construction Management Services:** The Architect may assist the client in selecting a team of contractors to construct the Project, scheduling the work of the contractors and managing the construction process. Construction Management Services shall be considered Additional Services.

**Redesign to Meet Project Budget Costs:** The Client is responsible to establish Project Budget Costs and obtain required cost estimates. If the Architect is not contracted to provide Cost Estimating services, the Architect shall not be liable to redesign to meet the project budget costs. If redesign is required due to revised or miscalculated project budget costs furnished by a party other than the Architect, the time required shall be considered Additional Services.

**Public Hearings / Municipal Filings:** In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), the Architect shall invoice the Client on an hourly basis for both the preparation and time spent at the meeting.

**Interior Design Services:** The Architect may assist the Client in the selection of plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint colors, artwork, accessories, etc. Interior Design Services shall be considered

Additional Services.

**Built-in Woodwork:** The Architect may design built-in woodwork, such as bookshelves, audio/video cabinets, window seats, computer workstations, etc. The design of such built-in woodwork shall be considered Additional Services.

**Procurement through the Office of the Architect:** Products and materials such as plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint, artwork, accessories, etc., may be purchased through the office of the Architect. The full trade discount, as applicable, shall be forwarded to the Client. A purchasing coordination and handling fee of twenty percent (20%) shall be applied to the cost of all items purchased through the office of the Architect.

**Physical Modeling & Rendering:** The Architect may develop and prepare a physical scale model of the proposed project for the Client. They may also prepare renderings of the project to be used for marketing purposes. Physical models and rendering shall be considered Additional Services.

**Engineering:** Based upon the particular needs of the Client, engineering services may be required for heating, air conditioning, electrical, energy calculations, plumbing, structural calculations, site planning, grading, septic systems, and/or fire suppression. Engineering services are not included in this Agreement unless stated otherwise in the Proposal for Pre-Design and Basic Architectural Services. If Engineering Services are incorporated into the Basic Architectural Services, and it has been determined that the Engineer (or consultant) has made an error or omission, the Client shall seek legal remedy from the Engineer (or consultant) directly, without participation by the Architect.

**Management of Consultants' and/or Client's Work:** Any management of the Work performed directly by the Client or work performed by consultants hired by the Client, including but not limited to structural engineers, mechanical engineers, kitchen designers, landscape designers, interior design consultants, audio/video consultants, lighting designers, etc., shall be considered Additional Services.

**Fees for Additional Services:** The Architect may provide Additional Services beyond those listed in the Proposal for Pre-Design and Basic Architectural Services by a negotiated sum or on an hourly basis. The Architect's hourly rates are as follows:

Position:	Rate / Hour:
Principal	\$275
Project Architect	\$220
Project Manager	\$195
Sr. Job Captain	\$165
Job Captain	\$145
Designer II	\$130
Designer I	\$110
Clerical	\$65

Hourly rates specified above are valid for twelve (12) months from the date listed on the Proposal for Pre-Design and Basic Architectural Services and shall be increased five percent (5%) on the first day of the thirteenth month to reflect market



# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING



conditions, employee benefits and salary compensation. Each rate increase is valid for an additional twelve (12) months.

### 3. REIMBURSABLE EXPENSES

Reimbursable expenses shall include, but not be limited to, consultants' fees, printing, reproductions, bulk copying, photographic services, long distance telephone calls, postage, shipping, delivery, long distance travel expenses, lodging, meals and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus ten percent (10%), unless a specific cost is listed below:

- In-house Prints: 8.5 x 11 B&W	\$0.10
- In-house Prints: 8.5 x 11 Color	\$0.25
- In-house Prints: 11 x 17 B&W	\$0.20
- In-house Prints: 11 x 17 Color	\$0.50
- In-house Prints: 24 x 36 B&W	\$2.00
- In-house Prints: 24 x 36 Color	\$6.00
- Travel >60 Miles:	
- Hourly Rate x .80 + IRS Mileage Rate/Mile	

### 4. CLIENT RESPONSIBILITIES

**Project Budget:** The Client shall establish a Project Budget with reasonable contingencies that meets the Project requirements. The Project Budget shall be established by the Client prior to the Architect proceeding with Basic Architectural Services.

**Property Surveys:** Unless otherwise specified, Property Surveys are not included in Basic Architectural Services. The Architect shall assume that the Property Surveys, if required, shall be readily available. The Architect assumes all information on these documents is accurate and is not responsible for any information completed by others.

**Project Representative:** The Client shall appoint and authorize a Project Representative to answer field questions and make timely decisions (within five (5) business days). The Architect assumes that the Client shall be the Project Representative unless the Client notifies the Architect, in writing, that another Project Representative has been appointed. If the Client replaces or selects a new Project Representative, any time spent by the Architect to bring the new Project Representative current shall represent Additional Services.

**Cost Estimates:** If the Architect is not contracted to provide cost estimating services, the Client shall employ a Contractor or construction cost estimating consultant to provide cost estimating services. The Architect and their consultants do not warrant, guarantee or certify the construction cost for the project or any part of the project.

**Selection of Qualified Contractor(s):** If the Architect is not contracted to provide Construction Management Services, the Client shall select a qualified Contractor(s) with a minimum of three (3) years of construction experience in work similar in nature to the Project Description located in the immediate vicinity. The Contractor shall provide a minimum of three (3) references as mutually agreed upon by the Client and the Architect.

**Consultants:** The Client shall furnish the services of consultants when such services are requested by the Architect and are reasonably required by the Project.

### 5. SCHEDULE

The Architect shall commence work on this project within twenty (20) business days of authorization to proceed. If through no fault of the Architect, Basic Architectural Services has not been completed within twelve (12) months of the date first specified on the Proposal for Basic Architectural Services, compensation for the Architect's services beyond that time shall be considered Additional Services.

### 6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain an ownership and property interest therein. The Architect grants the Client a license to use instruments of the Architect's professional service for the purpose of constructing, occupying and maintaining this specific Project. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold the Architect harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through the Client.

**Notice of Copyright:** All ideas, designs, arrangements and/or plans indicated or represented by the Architect's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of the Architect.

### 7. PUBLICITY

The Architect and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

### 8. INSURANCE, INDEMNITY AND LIMITATIONS

**Insurance:** The Architect shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this Agreement (As required). Certificates of insurance are available on request. The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Client in excess of the standard coverage of the Architect and its consultants shall be borne by the Client.

**Limitation of Liability:** For any damage on account or error, omission or other professional negligence, the Architect's liability shall be limited to the Architect's fee received under this Agreement.

**Waiver of Consequential Damage:** The Architect and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

**Hazardous Substances:** The Architect shall not be responsible for the identification, removal, testing and/or certification of removal relative to any hazardous substance including, but not be limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead, and any other similar substances. The

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING



Architect and the Client acknowledge that the Basic Architectural Services does not include any terms related to a Hazardous Environmental Condition.

**Unforeseen, Latent or Hidden Conditions:** Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When architectural services are required to address these conditions, those services shall be deemed Additional Services.

## 9. STANDARD OF PRACTICE

Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

## 10. DISPUTE RESOLUTION

**Mediation and Arbitration:** It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns. Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Limestone County, AL.

## 11. MISCELLANEOUS PROVISIONS

**Architect's Representative:** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**Approved Project Scope:** The Project Scope shall be all elements of the Project to be designed or specified by the Architect that will have an associated construction cost. Upon completion of the Schematic Design Phase, the Owner shall approve the Project Scope and associated Construction Budget. If, after approval, the Project Scope changes at the Client's request, the Construction Budget will be updated and the Architect's fee will be adjusted accordingly.

**Cost of the Work (Construction Costs):** Upon completion of the Schematic Design Phase, the Architect shall calculate a Cost of the Work for each Schematic Design solution. The Cost of the Work shall be calculated by determining the area of the Project Scope and multiplying the result by a cost figure based on the expected level of finish described by the Client and discussed at the Pre-Design meeting. The Architect shall apply an approximate lump sum to items that will have a cost, but cannot be determined by an area calculation. The Cost of the Work shall be an approximation of Construction Cost. The Architect and its consultants do not warrant, guarantee or certify the Construction Cost for the Project or any part of the Project.

**Certification of the Construction Documents:** The final Construction Documents shall be reviewed and certified by the Client and Architect prior to Contractor bidding and/or municipal review. Certification by the Client and Architect shall indicate that the Construction Documents meet with all party's full approval. All revisions made to the Construction Documents subsequent to the certification shall be considered Additional Services.

**Termination:** Either party may elect to terminate this Agreement with not less than fourteen (14) days notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Client shall compensate the Architect for any services performed up to the point of termination. The Client shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration portion or phase of the work.

**Agreement Validity:** This Agreement shall remain in effect for thirty (30) days from the Agreement Date. If not executed within this period of time, this Agreement may be deemed null and void by the Architect.

**Method and Means of Construction:** The Architect and the Architect's Consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) and executed by both parties.

**Storage of Materials:** The Contractor is responsible for the storage and proper protection of materials. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination.

## 12. DEFINITIONS

**Cost of the Work (Construction Costs):** Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Client of all elements of the Project designed, selected or specified by the Architect based on a square footage calculation. Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Client and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Project.

Cost of the Work does not include the compensation of the Architect and the Architect's Consultants or any other costs that are the responsibility of the Client as provided in this Agreement.

**Surveyed Space:** Surveyed Space shall be all the space surveyed and documented during an Existing Conditions Survey (ECS) as measured from the interior surface of the exterior walls. Surveyed Space shall include all interior space including, but not limited to, basements, garages, mechanical rooms, closets, storage rooms, covered porches, and similar space.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024,  
COMMISSION MEETING**

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

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve a contract between the AL Dept. of Corrections and the Limestone Community Corrections Program for the FY25 Community Corrections Program.



**State of Alabama  
Department of Corrections**

Alabama Criminal Justice Center  
301 South Ripley Street  
P. O. Box 301501  
Montgomery, AL 36130-1501  
(334) 353-3883



Fiscal Year 2025 Community Corrections Program Contract  
The Limestone Community Corrections Program  
Federal or Employer Identification Number 63-6001607

This contract is entered into by and between the Alabama Department of Corrections (hereinafter referred to as the "ADOC") and the Limestone Community Corrections Program (hereinafter referred to as the "Program"), the foregoing entities being individually referred to as a "Party" and collectively described by the term "Parties." The Parties agree as follows:

1. The Program has submitted, and the ADOC has approved, a Community Corrections Plan ("Plan"), which is adopted and incorporated as set forth herein.
2. The Contract term shall be October 1, 2024 through September 30, 2025.
3. The ADOC has provided an allocation of \$413,500 for reimbursement funding of qualified offenders at a rate of fifteen dollars (\$15) per day for expenditures encumbered for Fiscal Year 2025, from October 1, 2024 to September 30, 2025 – except for those offenders qualified at a higher rate of twenty dollars (\$20) per day through incentivized reimbursement of a special diversion program.
4. The Program expressly agrees that any funds available for disbursement or paid for reimbursement of supervision under this Contract is done so at the total discretion of the Commissioner of the ADOC and is also contingent upon available Community Corrections funding appropriated by the Alabama State Legislature.
5. The Program hereby agrees to:
  - a. Invoices shall be submitted no later than the 5<sup>th</sup> of the month on Form 490B (Attachment A) in Excel Form.
  - b. The Program must make every effort to ensure that Form 490B is accurate and true to their knowledge.
  - c. Per diem will not be paid for offenders sentenced under an excluded offense. Excluded offenses are those in *Alabama Code Section 15-18-171, et seq*; the *ADOC Community Corrections Program Minimum Standards*.
6. The Program is required to be registered as a vendor in the State's STAARS accounting system in order to receive payments from the State. It is understood that payments may be delayed at the end

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024,  
COMMISSION MEETING**

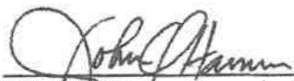
of the fiscal year, which shall not be considered a breach. Invoices should be submitted to the following address:

Alabama Department of Corrections  
Attn: Jeffery Williams, Deputy Commissioner  
P.O. Box 301501  
Montgomery, AL 36130-1501

7. The Program hereby agrees to:
  - a. Comply with the Community Punishment and Corrections Act of 1991, as amended, codified as *Alabama Code Section 15-18-170, et seq*; the *ADOC Community Corrections Program Minimum Standards*; and ADOC Administrative Regulation 490, Community Corrections Program.
  - b. Provide evidence-based treatment programs, services, and supervision for offenders based on the risk of reoffending through utilization of the *Ohio Risk Assessment System (ORAS)* and the *Community Corrections Offender Contact and Supervision Matrix*.
  - c. Perform a monthly review, reconcile, and validate the Program offender population with the ADOC Monthly CCP Population Report.
  - d. Participate in ADOC program evaluations, program assessments, and data collection.
  - e. Establish and maintain a good working relationship with the ADOC, judges, District Attorneys, local Bar Associations, Circuit Clerks, Sheriffs, and other local law enforcement agencies to encourage and promote the growth and expansion of Community Corrections.
  - f. Participate in training provided by the ADOC including, but not limited to, training requirements of the Prison Rape Elimination Act (PREA) and ORAS, as required.
8. It is agreed that the terms and commitments contained herein shall not constitute 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 XXVI. It is further agreed that if any provision of this Agreement 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. All other terms and conditions shall remain in full force and effect.
9. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
10. The Program understands and agrees that none of its employees, agents, or volunteers will be subject to the provisions, or entitled to, the State Merit System Law as a consequence of this Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024,  
COMMISSION MEETING**

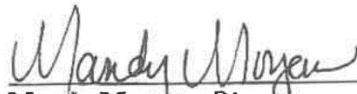
11. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this 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.
12. In compliance with Act 2016-312, the Program 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.
13. Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Director of the Community Corrections Division of the ADOC or his designee.
14. The ADOC reserves the right to terminate this contract upon thirty (30) days written notice to the Program.
15. The Parties agree that this Contract and the Plan constitute the entire agreement of the parties. Any changes, amendments, or renewals must be in writing and signed by both Parties to be valid.

  
\_\_\_\_\_  
John Q. Hamm, Commissioner  
Alabama Department of Corrections

Date: 10-1-2024

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Mandy C. Speirs, Assistant General Counsel

  
\_\_\_\_\_  
Mandy Morgan, Director  
Limestone Community Corrections Program

Date: 10/1/24

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024,  
COMMISSION MEETING**

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 Danny Barksdale and seconded by Daryl Sammet to approve an Alabama Department of Youth Services Agency Grant Agreement for FY24-25 in the amount \$47,840.00.

ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2024 – 2025

The Alabama Department of Youth Services hereby awards to

**Limestone County Commission**  
(Fiscal Agent, hereinafter called Recipient)

the amount of Forty-seven thousand eight hundred forty and no/100 dollars (\$47,840.00)

These funds shall be used for non-residential diversion services for *Limestone County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Limestone County Juvenile Court (LCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to 45 youth annually with an ongoing capacity of 14 youth at any given time. Thereby aiding in a reduction of county commitments to DHS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DHS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

These funds shall be utilized for the following purpose/activities:

*The Limestone County Youth Diversion Program provides assessments and treatment for juvenile offenders by providing group and individual counseling through the Intensive Outpatient Therapy program. Electronic monitoring allows juvenile offenders to be supervised at home and community service assignments allow juveniles to be held accountable for their offenses.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DHS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 10 – 18
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DHS website
  - Be developed by or in collaboration with the *Limestone County Juvenile Court (LCJC)*.
  - Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).



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- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, successful completion rates, CHINS percentage limitations, strengths-based treatment approaches, services as outlined in the application, and acceptable outcome measures for the program as a whole. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youths reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the *LCJC* and DYS acknowledge that this Award may be terminated at will by the *LCJC* or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

**ALABAMA DEPARTMENT OF YOUTH SERVICES**

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Steven P. Lafreniere  
Executive Director

Legal Review  
Approved as to form only

**ACCEPTANCE OF AWARD**

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 26 day of September, 2024.

BY: *Katherine Hanna*  
Program Director / Agent

BY: \_\_\_\_\_  
Limestone County Commission

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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 LaDon Townsend to approve to enter into an Ordering Document/Agreement with Houndtowne, Inc. (Shelterluv) for adoption software for use at the Limestone County Animal Care and Control.

**Ordering Document**

Houndtowne, Inc. ("**Houndtowne**") and the shelter identified below ("**Shelter**") hereby enter into this Ordering Document as of the date of full execution, as set forth below. This Ordering Document is governed by the terms and conditions available at: <https://www.shelterluv.com/pdf/termsandconditions> (the "**Terms**", and collectively, with this Ordering Document, the "**Agreement**"). Capitalized terms not defined in this Order Form will have the meanings set forth in the Terms.

Terms with initial capital letters that are not defined in this Ordering Document are defined in the applicable Exhibit. In the event of a conflict, the terms of this Ordering Document control over the terms of the Exhibit.

**Organization Information**

**Payment Method**

**Customer Name:** Limestone County Animal Care & Control

~~Credit Card~~ **PO**

**Street Address:** 521 Hwy 72

**City/State/Zip:** Athens, AL 35611

**Country:** United States

**Contact:** Collin Daly

**Phone:** (256) 2336400

**Email Address:** collin.daly@limestonecounty-al.gov

Retailer to pay all fees set forth below:

<b>Item Description</b>	<b>Fee Per Adoption</b>
Houndtowne Service	\$2.00 USD

**Term:** The Initial Term of this Agreement begins on the Effective Date and continues until 12 months after the Launch Date (the "Initial Term"). The Agreement will automatically renew for additional, successive one-month periods,(each a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either party gives written notice to the other party of its intent not to renew within five (5) days of the end of any Renewal Term, or the Agreement is terminated in accordance with the Terms and Conditions.

**You will automatically be charged, on a monthly basis, in arrears, for the adoptions completed in the preceding month, based on the Fee per Adoption set forth above. You acknowledge and agree that**



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Houndtowne is authorized to charge the Payment Method above in this manner.

You further acknowledge and agree that Houndtowne may change the payment terms at any time upon notice to Customer.

By signing below, you certify that you are an authorized representative of the Shelter and that Shelter agrees to be bound by this Agreement, including all Exhibits referenced in this Ordering Document. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. This Agreement, together with all Exhibits referenced in this Order Document, constitutes the sole, final and entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements between the parties regarding such subject matter.

Houndtowne, Inc.

Limestone County Animal Care & Control



Name: Greg Lucas

Name: Collin Daly

Title: President

Title: County Chairman

09-23-2024

09-26-2024

## Terms & Conditions

The communications between Customer and Houndtowne relating to the Service may use electronic means. For contractual purposes, Customer: (a) consents to receive communications from Houndtowne in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Houndtowne provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing.

### 1. Definitions

1. "Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
2. "Customer Data" means any content, information, photos, or other materials provided, imported or uploaded to the Service by Customer or Users or on Customer's behalf.

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3. "Documentation" means Houndtowne-provided standard user manuals and documentation for the Service.
4. "Order Form" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted in written form and specifying, among other things, the number of licenses and other service contracted for, the applicable fees and other terms as agreed to between the Parties.
5. "Professional Services" means any implementation, set-up, integration, training, custom development or other professional services made available to Customer by Houndtowne pursuant to a statement of work hereto.
6. "Service" means Houndtowne's proprietary software application(s) regarding which a right to access is granted pursuant to these Terms.
7. "Users" means Customer's employees, consultants and representatives who are authorized to utilize the Service and who are provided with access to the Service by virtue of a password or the equivalent thereof.

### 2. Access Grant and Restrictions.

1. **Access Grant.** Subject to the terms and conditions of the Agreement, Houndtowne grants Customer a non-exclusive, non-transferable right to permit Users to access the features and functions of the Service ordered under an Order Form solely for Customer's internal business purposes during the Term.
2. **Limitations.** Customer agrees that it and its Users will not: (a) permit any third party to access and/or use the Service, other than the Users; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or service or copy any ideas, features, functions or graphics of the Service; (f) use the Service to stalk, harm and/or harass another; or (g) access or use the Service in any manner that could damage, disable, overburden or impair any Houndtowne server or the networks connected to any Houndtowne server. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Section 2.2. Customer acknowledges and agrees that the Service will not be used, and are not licensed for use, in connection with any time-critical or mission-critical functions. Customer will be responsible for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service.
3. **Usernames and Passwords.** Customer will provide to Houndtowne information and other assistance as necessary to enable Houndtowne to establish usernames for Users, and Customer will verify all User requests for account passwords. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer will notify Houndtowne promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement.

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Houndtowne reserves the right to terminate any username and password, which Houndtowne reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by a User which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer.

- 4. IP Ownership.** The Service and any of the Houndtowne's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Customer by Houndtowne in providing the Service and, if applicable, Professional Services, as well as any intellectual property rights therein (the "Houndtowne Technology") is the exclusive property of Houndtowne or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Service or the Houndtowne Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Houndtowne Technology. All rights not expressly granted to Customer are reserved to Houndtowne.

Ownership of all work product, developments, inventions, technology or materials provided by Houndtowne under this Agreement will be solely owned by Houndtowne. Houndtowne, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer or Users to Houndtowne in

connection with the Service (all such comments and suggestions, collectively, "Feedback"). Customer hereby grants Houndtowne a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Houndtowne products and services.

- 5. Modifications.** Houndtowne may change, suspend or discontinue any aspect of the Service at any time without notice or liability to Customer. Houndtowne may also impose limits on certain features and services or restrict Customer's access to part of the Service without liability. Houndtowne may also change the Terms from time to time at its sole discretion, and if Houndtowne makes any substantial changes, it will notify Customer by sending an email to the last email address Customer provided. These changes will be effective thirty (30) days following Houndtowne's dispatch of an email notice to Customer. Houndtowne may require Customer to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. Otherwise, Customer's continued use of the Service constitutes Customer's acceptance of the changes.
- 6. Open Source Software.** The Service may include certain software licensed under "open source" or "free software" licenses and nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such software.
- 7. Professional Services.** Houndtowne may, in its sole discretion, offer Professional Services to Customer related to the Service. Until the Customer has ordered such Professional Services pursuant to a statement of work or Order Form, Houndtowne will have no obligation to provide Professional Services to Customer. Subject to the terms and conditions set forth in this Agreement, Houndtowne shall use commercially reasonable efforts to perform such Professional Services in a professional manner in accordance with industry standards. Houndtowne's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation.

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## 3. Customer Data.

1. **Usage of Customer Data.** In connection with the Service, Houndtowne may collect and/or receive Customer Data. As between the Parties, Customer owns the Customer Data. Customer acknowledges that Houndtowne may use the Customer Data, and Customer hereby licenses Houndtowne to use the Customer Data to provide and improve the Services. At any point during the Term, Customer may export and download a copy of the Customer Data through the Service, as described in the Documentation.
2. **Customer Commitment.** Customer will procure all rights and privileges to obtain and transfer data to Houndtowne under the terms of this Agreement including the Customer Data. The provision of such data from Customer to Houndtowne shall be in compliance with all applicable laws and regulations, including all privacy laws and regulations. Customer hereby represents and warrants that it owns or otherwise has sufficient right to grant Houndtowne access to and use of the Customer Data in accordance with the terms of this Agreement. Customer shall be responsible for and assumes the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Customer Data.
3. **Data Loss.** During the Term, Houndtowne will use commercially reasonable efforts to back up and protect the Customer Data. Notwithstanding the foregoing, Houndtowne recommends that Customer download backup copies of Customer Data from on the Service on a regular basis. Customer agrees that Houndtowne may remove or modify any Customer Data which it deems to violate this Agreement. In the event of a loss of Customer Data caused by Houndtowne's negligence or willful misconduct, Houndtowne will use commercially reasonable efforts to recover the Customer Data within ninety-six (96) hours of notification of loss. If Houndtowne performs recovery services for a loss of Customer Data not caused by Houndtowne, Customer agrees to pay Houndtowne's then-current time and materials rate to recover the Customer Data.

The foregoing constitutes Customer's sole and exclusive remedy for any loss of Customer Data.

4. **Access to Customer Data.** In the event Customer's access to the Service is terminated (other than for Customer's breach), Houndtowne will continue to make available to Customer a file of the Customer Data for thirty (30) days after such termination. Customer agrees and acknowledges that Houndtowne has no obligation to retain the Customer Data, and may delete such Customer Data, at any time on or after the thirty-first (31st) day following termination. Houndtowne reserves the right to withhold, remove and/or discard Customer Data, without notice, for any breach of this Agreement, including Customer's non-payment or violation of any applicable law. Upon termination for cause, Customer's right to access or use Customer Data shall immediately cease, and Houndtowne will have no obligation to maintain or provide any Customer Data.

## 4. Confidentiality.

1. **Confidentiality.** Each Party agrees to: (a) use the Confidential Information of the other Party only as permitted herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement.

## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING

The foregoing provision will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.

2. **Exceptions.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

### 5. Payment.

1. **Fees.** Customer shall pay all fees or charges set forth on the Order Form. Houndtowne has the right to increase such fees or charges at any time upon notice to Customer. Unless otherwise set forth therein, all payments are due within thirty (30) days of the date of the invoice sent by Houndtowne.

All payment obligations are non-cancelable and all amounts paid are nonrefundable.

2. **Billing.** You agree to promptly notify Houndtowne of any changes to the Payment Method you provided during the Term. Houndtowne shall be entitled to withhold performance and discontinue all services until all amounts due are paid in full. Houndtowne's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Houndtowne's income. Customer agrees to provide Houndtowne with complete and accurate billing and contact information. Customer will update this information within thirty (30) days.

### 6. Limited Warranty and Disclaimer.

1. **Warranty.** Houndtowne warrants that it will provide the Service and any Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Houndtowne's then current Documentation for the Service under normal use and circumstances. If Customer notifies Houndtowne of a breach, Houndtowne will reperform the nonconforming portion of the Service or Professional Services. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.

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2. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR CUSTOMER'S BENEFIT ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND HOUNDTOWNE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY HOUNDTOWNE. HOUNDTOWNE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.
3. **Internet Delays.** THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. HOUNDTOWNE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OR ANY OTHER FORCE MAJEURE EVENT. HOUNDTOWNE DOES NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE.

### 7. Limitation of Liability.

1. **Types of Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL HOUNDTOWNE, OR ITS SUPPLIERS, BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH HOUNDTOWNE'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF HOUNDTOWNE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

IN NO EVENT SHALL HOUNDTOWNE BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

2. **Amount of Damages.** THE MAXIMUM LIABILITY OF HOUNDTOWNE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) THE FEES PAID BY CUSTOMER TO HOUNDTOWNE UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM; AND (B) ONE HUNDRED DOLLARS (\$100.00). THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE HOUNDTOWNE'S LIABILITY. IN NO EVENT SHALL HOUNDTOWNE'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.
3. **Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.

## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING

4. **Basis of the Bargain.** The Parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

### 8. Termination.

1. **Term.** This Agreement will commence on the Effective Date set forth on the initial Order Form and continue as long as an Order Form remains in effect, unless earlier terminated by either Customer or Houndtowne as set forth herein (the "Term").
2. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches the Agreement and thereafter has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.
3. **Effect of Termination.** Termination of Customer's account includes: (a) removal of access to all offerings within the Service; (b) deletion of Customer's password and all related information; and (c) barring of further use of the Service. Upon expiration or termination, Customer shall promptly discontinue use of the Service. However, the sections titled IP Ownership, Payment, Customer Data, Limited Warranty and Disclaimer, Limitation of Liability, Effect of Termination and Miscellaneous will survive any termination of the Agreement.

### 9. Miscellaneous.

1. **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in San Mateo County, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
2. **Publicity.** Houndtowne may publicly refer to Customer, including on Houndtowne's website and in sales presentations, as a Houndtowne customer and may use Customer's logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of Houndtowne. Each Party hereby grants the other a limited, worldwide license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of fulfilling its obligations hereunder and as set forth in this Section 9.2. Houndtowne may also issue a press release announcing the relationship with Customer.
3. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the section titled Limited Warranty and Disclaimer.

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4. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
5. **Remedies.** The Parties acknowledge that any actual or threatened breach of the section titled Access Grant and Restrictions will constitute immediate, irreparable harm to the non-breaching Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
6. **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.
7. **Force Majeure.** Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.
8. **Independent Contractors.** Customer's relationship to Houndtowne is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Houndtowne.
9. **Notices.** Customer is responsible for updating Customer's data to provide Houndtowne with Customer's most current email address. In the event that the last email address Customer have provided to Houndtowne is not valid, or for any reason is not capable of delivering to Customer any notices required by this Agreement, Houndtowne's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Houndtowne pursuant to this Agreement should be sent to Houndtowne at the address on the applicable Order Form, attention Chief Executive Officer.
10. **Entire Agreement.** This Agreement are the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersede and merge all prior discussions between the Parties with respect to such subject matters. Unless otherwise specifically stated: (i) the word "including" shall not be construed as terms of limitation, and shall mean "including without limitation" and (ii) any reference to days shall mean calendar days.



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Houndtowne, Inc

Limestone County Animal Care & Control



Name: Greg Lucas

Name: Collin Daly

Title: President

Title: County Chairman

## **Addendum to Houndtowne Service Agreement**

This Addendum (this "Addendum") is entered into by and between Houndtowne, Inc. having its principal place of business at 260 Crandon Blvd Ste 32 #3011 Key Biscayne Florida 33149 ("Houndtowne") and the customer identified below ("Customer") (each of Houndtowne and Customer, a "Party" and collectively, the "Parties"). This Addendum will become effective upon its execution by authorized representatives of both Parties (the "Effective Date"). All capitalized terms used in this Addendum and not otherwise defined herein shall have the respective meaning set forth in the Agreement.

WHEREAS, Houndtowne and Customer are Parties to the Houndtowne Service Agreement, as modified or amended (the "Agreement"); and

WHEREAS, as further described in this Addendum, Houndtowne and Customer desire to supplement the Agreement to include additional terms as set forth herein.

NOW THEREFORE, Houndtowne and Customer agree as follows:

### **1. Definitions**

- a. "Adoption" means each transaction pursuant to which an end customer of Customer adopts (1) pet from the Customer. If an end customer adopts three (3) pets from the Customer simultaneously, each adoption is calculated as a separate transaction such that three (3) "Adoptions" have occurred.
- b. "CCPA" means the California Consumer Privacy Act of 2018 and any binding regulations promulgated thereunder.
- c. "Personal Information" means any "personal information" (as such term is defined in the CCPA) contained within the Customer Data that Houndtowne is processing in connection with performing the Service under the Agreement.
- d. For purposes of this Addendum, the terms "business," "commercial purpose," "processing," "sale," "sell," "service provider," and "third party" shall have the respective meanings given thereto in the CCPA.

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING

## Section 2

With respect to any Personal Information, Customer is a business and Houndtowne is a service provider. Customer represents and warrants that it shall comply with the obligations applicable to it as a business under the CCPA including as it relates to its use of the Service, processing of Personal Information, any instructions of Customer to Houndtowne relating to the processing of Personal Information, and any sale of Personal Information to another business or any third party. Customer agrees to hold harmless Houndtowne from any alleged violation of Customer's obligations under the CCPA.

## Section 3

Houndtowne shall not (a) sell any Personal Information; (b) retain, use or disclose any Personal Information for any purpose other than for the specific purpose of providing the Service; or (c) retain, use or disclose the Personal Information outside of the direct business relationship between Houndtowne and Customer. Houndtowne hereby certifies that it understands its obligations under this Section 3 and will comply with them.

## Section 4

The Parties acknowledge that Houndtowne's retention, use and disclosure of Personal Information authorized by Customer's instructions documented in the Agreement are integral to Houndtowne's provision of the Service and the business relationship between the Parties.

## Section 5

During the Term, Customer will not enter into any agreement with a third party that competes with or otherwise conflicts with a provider of the products, services and offerings made available through the "Shelterpay" functionality of the Service. Customer shall not engage or otherwise use any competing providers, suppliers, or vendors to offer or provide the same or similar products, services, or offerings made available through "Shelterpay".

## Section 6

Customer agrees that it will endeavor to ensure that all Adoptions will be processed and concluded through the "Shelterpay" functionality of the Service, such that the adopter directly views and completes the transaction ("Eligible Transaction"). Any Adoption where the Customer (or its employees or independent contractors) completes the transaction on the adopter's behalf is not considered an "Eligible Transaction". Notwithstanding any fees set forth on the Order Form, Customer acknowledges and agrees that, except as otherwise agreed to in writing in advance by Customer and Houndtowne, in the event fewer than ninety-four percent (94%) of Customer's Adoptions are processed as Eligible Transactions in any monthly period ("Minimum Threshold"), Houndtowne has the right to charge fees in an amount equal to eighteen dollars (\$18) for each Adoption that falls below the Minimum Threshold in the applicable month. For illustrative purposes only, if Customer is below the Minimum Threshold in a given month by two (2) Adoptions, Houndtowne shall have the right to charge Customer, and Customer will pay, an additional thirty-six dollars (\$36) for such month (i.e., eighteen dollars (\$18) multiplied by two (2) Adoptions).

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**Section 7**

Houndtowne shall have the right to suspend access to and/or terminate the Agreement upon sixty (60) days' prior written notice in the event Houndtowne determines, in its sole discretion, that Customer or any of its end customers, are accessing and/or using the Service in a manner that threatens the security or integrity of the Service or otherwise interferes with or disrupts the integrity or performance of the Service.

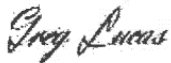
**Section 8**

This Addendum supplements and is made part of the Agreement. The terms of the Agreement remain in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

The Parties have caused their duly authorized representatives to execute this Addendum as of the Effective Date.

**Houndtowne, Inc**

Limestone County Animal Care & Control



Name: Greg Lucas

Name: Collin Daly

Title: President

Title: County Chairman

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## Signature Certificate

Reference number: GPHRL-RVBOS-8CJRI-4U5CI

Signer	Timestamp	Signature
<b>Collin Daly</b> Email: collin.daly@limestonecounty-al.gov Shared via link		
Sent:	23 Sep 2024 18:02:10 UTC	
Viewed:	25 Sep 2024 00:29:34 UTC	
Signed:	26 Sep 2024 14:33:55 UTC	
<b>Recipient Verification:</b> ✓ Email verified	25 Sep 2024 00:29:34 UTC	IP address: 143.59.89.130 Location: Athens, United States

Document completed by all parties on:  
26 Sep 2024 14:33:55 UTC

Page 1 of 1



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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 Derrick Gatlin and seconded by LaDon Townsend to approve to apply for a grant in the amount of \$139,000.00 through ADECA Law Enforcement and Traffic Safety Division for the purchase of two (2) Apex Virtual Reality Training Simulators. There is no county match.

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 Daryl Sammet to approve to apply for a “Quality of Life” grant for Council on Aging from Mazda-Toyota Manufacturing in the amount of \$30,000.00. There is no county match.

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

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

Proposal No.	Item	Awarded to	Amount
2875	Printing – Revenue Commission	DivcoData	<ul style="list-style-type: none"> <li>• <b>Tax notices – real property – statement style:</b> \$0.15 per notice Back of statement printing add \$0.01 per statement \$1.00 per envelope</li> <li>• <b>Certified notices-</b> 499 pieces or less: \$11.70 each 500 pieces or more: \$10.20 each Set-up fee per file: \$175.00</li> <li>• <b>Statement style additional mailings:</b> \$0.55 per notice Back of statement printing add \$0.01 per statement Set-up fee per mailing: \$175.00</li> <li>• <b>BOE notices – statement style:</b> \$0.135 per notice Back of statement printing add \$0.01 per statement</li> </ul>

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024,  
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			<p>\$1.00 per envelope Set-up fee per mailing: \$175.00</p> <ul style="list-style-type: none"> <li>• <b>Personal property renditions – statement style:</b> Renditions priced depending on static form or floating form as dictated by county. Set-up fee per mailing: \$175.00</li> <li>• <b>Personal property renditions reminder notices - postcard style:</b> \$0.10 per card back of postcard printing add \$0.01 per postcard (black print) \$0.12 per card (color print)</li> <li>• <b>Additional services and add-ons:</b> Track &amp; Trace E-Register &amp; E-Deliver PDF files of notices in a single file format: \$75.00 per mailing PDF file of notices as individual PDFs: \$75.00 per mailing plus \$0.01 per converted PDF notice</li> </ul>
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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 the following hires as Corrections Officers, effective October 7, 2024, pending a drug screening:

- Mary Ward
- Hunter Baugher
- Matthew McNatt

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 LaDon Townsend to approve the following job descriptions:

- Animal Shelter Director
- License Veterinary Technician
- Kennel Technician

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**Animal Shelter Director**  
Animal Shelter

AS 01  
Grade 20

**JOB SUMMARY**

This position is responsible for directing the County's Animal Control and Shelter Department.

**MAJOR DUTIES**

- Supervises, directs, and participates in day-to-day animal control and shelter operations. Sets goals and objectives for department operations.
- Directs, supervises/performs various work functions associated with animal control functions in the county.
- Performs, supervises, and assists in the euthanasia of animals.
- Ensures that facilities meet all compliance standards. Supervises and assists in checking animals for sickness and diseases.
- Prepares and submits annual budget requirements for approval. Administers approved budget, approves expenditures, and recommends capital expenditures.
- Completes all required reports and forms, including accident and incident reports.
- Maintains good public relations with local governments, communities, and citizens. Responds to routine requests for information from officials, employees, the public or other individuals.
- Performs related duties.

**KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of animal behavior, as well as various health and medical conditions.
- Knowledge of county animal control ordinances and of state animal control / shelter laws.
- Knowledge of the tools and techniques used in the capture and transport of animals.
- Knowledge of National Animal Control Association standards.
- Skill in the safe capture and transport of animals.

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Animal Shelter Director, Animal Shelter  
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- Skill in treatment of animals humanely and compassionately.
- Skill in customer service and public interaction.
- Skill in the training and supervision of personnel.
- Skill in the use of a computer.
- Skill in oral and written communication.

## SUPERVISORY CONTROLS

The Chair of the County Commission assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

## GUIDELINES

Guidelines include local, state, and federal law, animal control ordinances, and department and county policies and procedures. These guidelines require judgment, selection, and interpretation in application.

## COMPLEXITY/SCOPE OF WORK

- The work consists of management, administrative, supervisory duties and animal control. Potentially dangerous and life-threatening situations contribute to the complexity of the position.
- The purpose of this position is to direct and participate in the county's animal control and shelter program. Successful performance helps ensure the efficacy of the animal control and shelter services.

## CONTACTS

- Contacts are typically with department personnel, other county employees, business owners, citizens, suspects, pet owners, veterinarians, representatives of animal rescue groups, representatives of other law enforcement agencies, and members of the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate persons.

## PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, stooping, bending, crouching or walking. The employee occasionally 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 work requires the use of specialized law enforcement equipment.



# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING

Animal Shelter Director, Animal Shelter  
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## SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over Lead Animal Control Technician, Licensed Veterinary Technician, Animal Control Technician, and Kennel Technician.

## MINIMUM QUALIFICATIONS

- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with two to three years' experience or service in animal control or a related field.
- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.
- Possession of or ability to readily obtain a Euthanasia Technician certification.



**Licensed Veterinary Technician**  
Animal Shelter

AS 03  
Grade 13

## JOB SUMMARY

This position is responsible for providing care to the animals in the county shelter.

## MAJOR DUTIES

- Provide care to animals by determining any illnesses, injuries and other conditions based on physical examinations, observations, and any changes.
- Restrains animals during exams by handling, lifting, and moving animals from kennels to exam rooms.
- Assists with the removal of captured animals from animal-control service vehicles and places animals in shelter cages or other enclosures.
- Maintains a safe, secure, healthy, and humane environment by complying with the Alabama State Board Veterinarian Medicine regulations and rules.

## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 7, 2024, COMMISSION MEETING

- Educates animal owners on animal status, vaccines, flea and heartworm products, dental cleaning, and overall preventative healthcare recommendations.
- Assist Kennel Technicians cleaning animal cages, kennels, equipment, and other related duties.
- Performs related duties as assigned.

### KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of animal behavior and general veterinary practices, procedures, and terminology.
- Knowledge of the tools and techniques used in the capture and transport of animals.
- Knowledge of pharmaceutical drugs, common diseases; their symptoms, means of transmission, treatment and prevention, and other basic preventative health care recommendations.
- Knowledge of the use, care, and storage of veterinary instruments, materials, and equipment.
- Knowledge in recordkeeping, to include records of medical history, vaccine status, medications, laboratory results, messages, client education, etc.
- Knowledge of animal behavior, as well as various health and medical conditions.

Licensed Veterinary Technician, Animal Shelter  
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- Skill in the professional treatment of animals, humanely and compassionately.
- Skill in the ability to assist veterinarians in the practice of medicine and surgery; to remain calm under various types of pressure, not allowing emotions to overwhelm attitude and/or performance.
- Skill in taking vital signs accurately and collecting lab samples; providing first aid to sick/injured animals.
- Skill in the use of a computer.
- Skill in oral and written communication.

### SUPERVISORY CONTROLS

The Animal Shelter Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

### GUIDELINES

Guidelines include local, state, and federal law, department, and county policies and procedures. These guidelines are generally clear and specific but may require judgment, selection, and interpretation in application.

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## COMPLEXITY/SCOPE OF WORK

- The work consists of providing care for animals including physical examinations, dental procedures, surgeries, immunizations, euthanasia as well as client education, and inventory maintenance. The necessity of working around animals contributes to the complexity of the position.
- The purpose of this position is to maintain the health, safety, and well-being of the animals in the shelter.

## CONTACTS

- Contacts are typically with department personnel, other county employees, business owners, pet owners, veterinarians, representatives of animal rescue groups, and members of the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate persons.

## PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed in different areas of the shelter and require intermittently sitting, standing, stooping, bending, crouching, or walking. The employee lifts light and heavy animals and objects, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.

Licensed Veterinary Technician, Animal Shelter  
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- While performing the duties of this job, the employee is exposed to hazards associated with aggressive animals; hazards associated with infected animals and controlled substances; exposure to unpleasant odors and noises; exposure to bites, scratches and animal wastes; possible exposure to contagious diseases.

## SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

## MINIMUM QUALIFICATIONS

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Experience sufficient to thoroughly understand the work required, usually associated with one to three years' experience or service.
- Possession of or ability to readily maintain a Veterinary Technician License from the Alabama State Board of Veterinary Medical Examiners.
- Possession of or ability to readily obtain a Euthanasia Technician Certification.
- Possession of or ability to readily obtain a valid driver's license.

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**Kennel Technician**  
Animal Shelter

AS 05  
Grade 9

**JOB SUMMARY**

This position is responsible for routine manual care, monitoring, and recordkeeping of animals brought in to the animal shelter.

**MAJOR DUTIES**

- Performs daily routine care for the animals in the shelter; cleans and disinfects cages, floors, and walls of kennels.
- Assists with removal of animals from animal-control service vehicles and places animals in shelter cages or other enclosures.
- Feeds, waters, and grooms impounded animals, as well as exercise all eligible dogs and to provide animal enrichment.
- Interacts with the public to provide adoption of available pets and to ensure the return of animals to their proper owners, either in person or over the phone.
- Uses appropriate tools to handle animals in a manner that protects the safety of the employee, animal, coworkers, and the public.
- Completes all required reports and forms.
- Inspects and maintains the facility and equipment to ensure proper functionality of shelter.
- Performs related duties.

**KNOWLEDGE REQUIRED BY THE POSITION**

- Knowledge of general animal care and kennel maintenance.
- Knowledge of the laws, ordinances, and regulations governing the custody and disposition of animals.
- Knowledge of animal behavior.
- Knowledge of safety practices and procedures for dealing with animals.
- Knowledge of the use of various disinfectants and cleaning supplies.

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Kennel Technician, Animal Shelter  
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- Skill in maintaining any necessary records or documents.
- Skill in the use of a computer.
- Skill in oral and written communication.

## SUPERVISORY CONTROLS

The Animal Shelter Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

## GUIDELINES

Guidelines include local, state, and federal law, department, and county policies and procedures. These guidelines are generally clear and specific.

## COMPLEXITY/SCOPE OF WORK

- The work consists of tending to animals including their daily care and janitorial maintenance. The necessity of working around animals contributes to the complexity of the position.
- The purpose of this position is to maintain the health, safety, and well-being of the animals in the shelter.

## CONTACTS

- Contacts are typically with department personnel, other county employees, business owners, pet owners, veterinarians, representatives of animal rescue groups, and members of the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate persons.

## PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed in different areas of the shelter and requires intermittently sitting, standing, stooping, bending, crouching, or walking. The employee lifts light and heavy animals and objects, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell.
- While performing the duties of this job, the employee is exposed to hazards associated with aggressive animals; hazards associated with infected animals and controlled substances; exposure to unpleasant odors and noises; exposure to bites, scratches and animal wastes; possible exposure to contagious diseases.

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**SUPERVISORY AND MANAGEMENT RESPONSIBILITY**

None.

**MINIMUM QUALIFICATIONS**

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Alabama for the type of vehicle or equipment operated.

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 Derrick Gatlin and seconded by LaDon Townsend to approve the following hires as Kennel Technicians, effective September 25, 2024:

- William Newman
- Chad Green

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 to promote Vanessa Yates from Building Service Worker to Kennel Technician, effective September 25, 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 to promote Christy Perry from Archivist to Animal Shelter Director, effective September 23, 2024.

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 to hire Tevin Thurmond as a Veterinary Technician, effective October 1, 2024.

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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 Derrick Gatlin to approve to transfer Alyson Smith from Appraisal Clerk to Revenue Clerk, effective September 18, 2024.

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 Daryl Sammet to approve to transfer Heather Daniel from Revenue Clerk to Appraisal Clerk, effective September 18, 2024.

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

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve to transfer Abbie Crutcher from Revenue Clerk to Appraisal Clerk, effective September 18, 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 LaDon Townsend and seconded by Daryl Sammet to approve to promote Allynn Griffin from Community Corrections Case Manager to Archivist, effective October 7, 2024.

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

**MOTION** was made by Derrick Gatlin and seconded by Danny Barksdale to approve to hire Joseph Liska as Community Corrections Case Manager, effective October 15, 2024.

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 Danny Barksdale and seconded by LaDon Townsend to approve hire Demetria Joines as a Building Service Worker, effective October 15, 2024.

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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 Derrick Gatlin and seconded by Danny Barksdale to approve to hire Gregory Pack as a Solid Waste Truck Driver, effective September 9, 2024.

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 LaDon Townsend to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Justin Smith	School Resource Officer	10/6/2024
John McCormick	Sheriff Sergeant – Courthouse	10/16/2024
Jeremiah Durden	Sheriff Captain – Investigations	10/13/2024
Bryson Leopard	Deputy Sheriff	10/19/2024
Richard Clanton	Sheriff Lieutenant – Patrol	10/15/2024
Sharon Davis	Senior Center Manager	9/23/2024
Trenton Simon	EMA Officer	10/4/2024
Angela Maples	Real Property Appraiser	10/6/2024
Steve Usery	Electrician & HVAC Tech	10/2/2024

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

Name	S/D Type	Approval Type	Lots	District	Location
Barry & Anita Sides Subdivision	Minor	Preliminary & Final	2	4	On the south side of AL Hwy 99 approximately a quarter of a mile west of the intersection with Flanagan Rd



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The Davis Estate Subdivision	Minor	Preliminary & Final	3	3	On the east side of Wright Rd and south of Hwy 72
Gayles West Phase 2	Major	Preliminary	36	1	On the north side of Drawbaugh Rd and the south side of Bain Rd
Chapel Landing Phase 2	Major	Preliminary	27	2	On the west side of Newby Chapel Rd at the intersection of Glover Rd
Autumn Woods Phase 1	Major	Final	42	2	On the north side of Huntsville Brownsferry just west of the intersection of Bowers Rd
Madison Preserve Subdivision Phase 2	Major	Final	120	3	On the north side of Old Hwy 20 approximately 5000 feet west of the intersection with County Line Rd

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

Transfer from	Transfer to	Item	Inventory or Serial #
I.T.	Sheriff's Dept.	Latitude 5430 Laptop	12806-10

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

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Department	Item	Serial #
Council on Aging	2014 Ford Starcraft Bus (White Unit 7) (Sell on GovDeals)	5007

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.

Commissioner Sammet stated that paving season is finishing up, and he thinks that they have paved more roads this year than ever. He also said that they are strip patching roads that were impacted due to the ice storm and urged citizens to be cautious during this process. In closing, Commissioner Sammet asked that citizens also be cautious and slow down on Hwy 251, due to the road being re-paved and loose gravel.

Commissioner Barksdale addressed the amount of money being spent on paving roads and stated that they need to come up with some way to get additional road funds.

Commissioner Gatlin gave a paving update on Ingram, Shaw, and Popular Point Rds. He also reminded citizens to be mindful of tractors cutting grass along roadsides.

Commissioner Townsend gave a bush hogging update, and thanked his fellow Commissioners, Chairman, the Maintenance department, and Litter Patrol for stepping up and working hard to get the animal shelter up and going. He also reminded citizens to sign up for the Veterans' Day Parade on November 11, 2024, at 11 o'clock.

Chairman Daly thanked his fellow Commissioners for their hard work starting the animal control program. He also stated that he is wearing pink in support of breast cancer awareness and encouraged all women to get checked early. In closing, Chairman Daly asked for prayers for Chairman Steve McKennon of Dale County due to the loss of his wife to cancer.

Adjourned at 9:56 a.m. until 9:00 a.m. on Monday, October 21, 2024, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.