

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 14, 2019

The Limestone County Commission reconvened the meeting from August 5, 2019 at 10:00 a.m. today at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.

Present: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

Jerry Crabtree and members of the Veterans Museum Building Committee came before the Commission for the second time asking the commission to consider turning over the Event Center to the museum. Mr. Crabtree said with a half-million in the building fund they would like to proceed with the project and proposed a 20-year lease. He said the museum is an icon in the Tennessee Valley and would like to improve the museum through visuals and audio. The museum has 12,000 visitors annually and those numbers would increase once the improvements were made. Jerry Barksdale, member of the museum building committee, proposed that the county deed the event center over to the museum. He recommended an agreement that would allow the county to continue to use the event center for certain events. After further discussion by the commission, Chairman Daly said the issue would be put on the work session agenda for August 28th for discussion. He said that would give the commissioners and the county attorney time to review before making a final decision.

Janice Moore, P. O. Box 417, Athens, along with Sandra Jess, a representative from DaVita Dialysis Center addressed the commission regarding the dialysis transport van. Since 2008 the County Commission and the City of Athens have partnered with Athens Limestone Hospital to provide a driver. The van currently transports 15 patients; 2 are in the county while 13 are in the city. Mrs. Moore stated that while the county has increased its appropriation to the hospital the City had decreased their funding. As of October 1, 2019, the hospital will no longer provide a driver for the dialysis van unless the hospital can use pass through billing for the full amount used during that period including salary, benefits, and other charges. Mrs. Moore proposed that the county hire a driver. She would like to know prior to the August 26th council meeting whether the county would be willing to consider hiring a driver so she could take that information to the council. She said the hospital has agreed to train the new driver in CPR and if for some reason the driver is sick and unable to driver, they will supply a temporary driver, but will charge full hospital drivers' expense at the end of that substitution. She concluded by stating, "This is not a convenience, it is a lifesaving service. All the 15 patients riding the bus currently have no family or friends that can provide long term transportation to the dialysis center 3 times a week indefinitely." Chairman Daly stated the county is not only paying the hospital for a driver but also paying to maintain the van. He said, "If we hire an employee, I think it would need to be a 50/50 share with the city."

County Engineer Marc Massey requested to add to the agenda the FY2020 County Transportation Plan. He said the Rebuild Alabama Acts requires a detailed list of projects the county anticipates completing.

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 14, 2019

MOTION was made by Steve Turner and seconded by Ben Harrison to suspend the Rules of Order.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Ben Harrison, aye; Daryl Sammet, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following Work Squad Agreement with the Alabama Department of Corrections.

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Limestone County Commission ("Agency") and the Alabama Department of Corrections ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,
WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. **TERM.** The term of this Agreement shall begin on August 14, 2019 the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.
2. **SUPERVISOR PLAN.** Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. **NUMBER.** The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 14, 2019

4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.
5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars (\$15.00) per inmate, per day. For the purposes of this Agreement, any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.
6. TRANSPORTATION. Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates. Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [choose one] ___ Agency X ADOC (additional charge of \$5.00 per inmate, per day if transported by the ADOC).
7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates. Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.
8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.
9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.
10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.
11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 14, 2019

12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.
13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.
14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 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 contract 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. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.
15. COMPLIANCE. 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 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.

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 an employee of a contractor of the ADOC 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 Offenses and Custodial Sexual Misconduct. 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 Warden of the Institution, or his designee.
16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

Agency Representative

Printed Name

Date

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 14, 2019

ADOC Warden/Designee

Printed Name

Date

CONTACT INFORMATION

ADOC Warden's Designee/
Institutional Contact Person

Agency Supervisor/Representative

Phone Number

Phone Number

•Additional contacts, designees, and/or supervisors,
or updated contact information, may be added
as needed without formal amendment, but shall
be attached hereto.

Invoice Address

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

Items were discussed for the August 16, 2019 agenda.

Commissioner Sammet discussed the inclement weather. He said the torrential rains may cause road damage drivers can't see and asked motorist to be patient and careful when driving after heavy storms.

Commissioner Turner reported his district is finishing the county portion of the Newby Road turn lane project.

Commissioner Black reported his district is replacing driveway tiles, patching and bush hogging.

Commissioner Harrison reported the paving crew worked on Salem Minor Hill Road and relocating to Quinn Road. His district crew is working on Lentzville Road trying to fix base failures. He said the roads are being covered with gravel until the road is resurfaced. He requested patience until the roads are completed.

Adjourned at 11:04 a.m.