

## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 1, 2018

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

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

Chairman Yarbrough presented Sandy Thompson, Director of the Alabama Veterans Museum, with a proclamation proclaiming November 11, 2018 as Bells of Peace: A World War 1 Remembrance Day in Limestone County to commemorate the 100<sup>th</sup> anniversary of the Armistice that ended the fighting in World War 1 at 11:00 a.m. on November 11, 1918.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Steve Turner and seconded by Stanley Hill to approve the minutes of September 17 & 26, 2018.

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

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the following claims

9/14/18	Check # 50112 – 50167	\$ 676,847.47
9/21/18	Check # 50168 – 50257	\$1,242,942.50
9/21/18	Check # 50258	\$ 1,059.00
9/28/18	Check # 50259 – 50419	<u>\$1,683,651.61</u>
	TOTAL	\$3,604,500.58

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

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

1. **MOTION** was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following Alabama Department of Youth Services Agency Grant Agreement for the Juvenile Diversion Program for fiscal year 2018 - 2019 in the amount of \$44,100.00, no match required; pending the following statistical changes: by diverting ~~70+~~ 60 youth annually, based on an ~~maximum~~ average capacity of ~~30~~ 15-18 youth, with an average length of participation of ~~30-60 days~~ 16-20 weeks.

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## ALABAMA DEPARTMENT OF YOUTH SERVICES AGENCY GRANT AGREEMENT Fiscal Year 2018 – 2019

The Alabama Department of Youth Services hereby awards to

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

the amount of **Forty-four thousand one hundred and no/100 dollars (\$44,100.00)**

These funds shall be used for non-residential services for Limestone County youth who would otherwise be committed to the Department of Youth Services (DYS). As a result of the interventions funded by these monies, the parties expect that the county will eliminate commitments to DHS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting **60+ youth annually, based on an average capacity of 15-18 youth, with an average length of participation of 16-20 weeks.**

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 (HIT or regular DHS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 11-18
  - Delinquent youth with a medium or high risk of re-arrest, as determined by the risk assessment instrument available on the DHS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DHS, youth with the following characteristics only will not be eligible for participation:
  - Youth charged with harassment, simple assault, or first-time misdemeanors, unless mitigating circumstances warrant involvement with the program.
- 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;
- Maintain data on program participants as required in the DHS Grantee Information Management System database (GIMS) on a monthly basis.

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- Produce an annual report (required forms available on DYS website) by November 30, that includes the following information, at a minimum:
  - A narrative description of each program funded by the grant
  - Annual summary of participant data
  - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). 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 HIT.

Both **LCJC** and DYS acknowledge that this Award may be terminated at will by **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 and/or Medicaid 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 1<sup>st</sup>. 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 will be made available for review. Program records will also be subject to a financial review.

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 extends the prior year agreement for one 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: \_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

BY: \_\_\_\_\_  
Legal Review  
Approved as to form only

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**ACCEPTANCE OF AWARD**

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 1<sup>st</sup> day of October, 2018.

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

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

**MOTION** was made by Steve Turner and seconded by Stanley Hill to authorize the Chairman to execute the following agreement for services with Katye Hanson beginning October 1, 2018 and ending September 30, 2019 to coordinate community services for juveniles assigned through the Limestone County Juvenile Court.

**AGREEMENT FOR SERVICES**  
*Between*  
**LIMESTONE COUNTY COMMISSION**  
*and*  
**Katye Hanson, Private Contractor**  
**Community Service Coordinator**

This Contract for Services (Contract) is hereby made and entered into by and between Katye Hanson (private contractor), and the Limestone County Commission, herein after referred to as LCC.

**A: PURPOSE:**

The purpose of this Contract is to coordinate Community Services for juveniles assigned through the Limestone County Juvenile Court.

Services to be Provided:

Beginning in October 1, 2018 and ending September 30, 2019, or as mutually agreed upon, Katye Hanson will coordinate activities to accomplish the goals and objectives outlined below in the capacity of Community Service Coordinator.

**B: STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

- Benefits to LCC include lowering the recidivism rate for juveniles in Limestone County Juvenile Court as well as providing job training for juveniles through the Limestone County Juvenile Court.

**C: COMMUNITY SERVICE COORDINATOR SHALL:**

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### Goal 1

Hold juvenile offenders accountable for the criminal offenses they have committed.

*Objective 1:* Insure that an average of 75% of juvenile offenders ordered by the Limestone County Juvenile Court to perform Community Service hours satisfactorily complete the ordered hours within six months of being ordered.

#### Activities

- A. Utilize Community Service Coordination Program to insure timely flow of orders from the Limestone Court for juvenile offenders to perform community service under supervision of Limestone County Juvenile Probation Officer.
- B. Document completion, partial completion of or non-compliance of ordered community service hours with time sheets signed by on-site supervisor in the public or private non-profit community agencies utilizing the services of juveniles ordered to perform community service hours.
- C. Submit updated information on the status of each juvenile's completion, partial completion of or non-compliance with ordered community service hours each week to the Limestone County Juvenile Probation Office.

### Goal 2

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

*Objective 1:* Community Service Coordinator will cultivate and maintain a minimum of 15 partnerships with public or private non-profit community-based agencies where juveniles can be assigned to perform community service activities.

*Objective 2:* Community Service Coordinator will develop a minimum of 3 new partnerships with public or private non-profit community-based agencies each year where juveniles can be assigned to perform community service activities.

#### Activities

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

### Goal 3

Help offenders develop new skills through supervised work activities.

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

#### Activities

- A. Limestone County Juvenile Court will seek opportunities for juvenile offenders to participate in human service and public works tasks, such as those provided through participation in projects through Habitat for Humanity, Christmas in April, Make A Difference Day and other community-wide service projects.

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- B. Limestone County Juvenile Court and Community Service Coordinator will develop Memorandum of Understanding with each public or private non-profit agency agreeing to participate in the Community Services Program.
- C. Limestone County Juvenile Court and Community Service Coordinator will develop job descriptions with each participating agency or organization for the jobs/tasks to be assigned juveniles performing community service hours.

**D: LCC SHALL:**

LCC shall provide \$20,580.00 to the Community Service Coordinator for carrying out the goals and objectives listed in this agreement. This provides 30 hours per week at \$14 per hour for 49 weeks for a total of \$20,580. The LCC will be invoiced bi-weekly by Katy Hanson (CSC) for 60 hours (30 hours per week).

The Community Service Coordinator will also be paid an additional payment of \$25 per ankle monitor placed on Juveniles referred to the In- Home Detention Program.

**E: IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

MODIFICATION Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

TERMINATION Katy Hanson (CSC) or LCC may, in writing, terminate this instrument in whole or in part at any time by providing thirty (30) days written notice to the other party.

\_\_\_\_\_  
Mark Yarbrough, Chairman  
Limestone County Commission

\_\_\_\_\_  
Katy Hanson  
Community Service Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**MOTION** was made by Steve Turner and seconded by Jason Black to authorize the Chairman to execute the following Agreement with Tracking Solutions for electronic monitoring services for juveniles (ankle monitoring) beginning October 1, 2018 and ending September 30, 2019.

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### AGREEMENT FOR ELECTRONIC MONITORING SERVICES Between Tracking Solutions and Limestone County Commission

This Agreement, **effective as of October 1, 2018** (“the effective date”), is between **Tracking Solutions**, a sole proprietorship (“Company”), having an office at 8500 Carlton Road, Christiana, TN 37037 and **Limestone County Commission** (“Customer”), a government agency, having an office at 310 West Washington Street, Athens, AL 35611.

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

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

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

**1. Scope of Work:** Company will provide Customer electronic monitoring equipment. Customer will receive and process alarms in the manner that best suits the needs of the Customer. Company shall facilitate initial and on-going training as well as provide equipment as needed.

**2. Agreement Term and Renewal:** This Agreement shall begin on the Effective Date for a one (1) year term as provided herein (“Initial Term”), ending on September 30, 2019. Following the Initial Term, this Agreement, its terms and conditions, and authorized amendments, will renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date. However, either party may terminate this Agreement at any time with or without cause by providing at least ninety (90) days written notice of termination to the other party. Customer shall pay Company for the equipment and/or services provided as set forth in the Attached Exhibit for the period prior to and after such termination notice and until such time as the equipment is returned to Company.

**3. Customer Obligations:**

**3.1 Case Selection** Customer understands agrees and acknowledges that during the Term it shall (a) retain complete authority and responsibility for the selection, management and administration of individuals who participate in electronic monitoring, (b) identify and make available Customer staff and/or equipment in order to use and access the Monitoring Services, (c) perform or oversee orientation, installation and de-installation of equipment, (d) establish alert notification protocols and parameters that best meet the needs of Customer, offenders, courts and public safety, (e) establish an alert responsibility protocol for personnel to handle equipment alarms (f) seek assistance or training as needed so that Customer is proficient at using electronic monitoring equipment and software and, (g) ensuring that Customer contact information is up to date at all times so that equipment alarms are sent to the correct location.

**3.2 Computers/Phones:** Customer shall provide its own computer hardware and internet access that meets manufacturer’s minimum requirements for access to the monitoring

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service. Customer is responsible for providing computer and/or phone access to receive alarms per the alarm protocol chosen by Customer.

**3.3 Payment:** Customer shall pay for services herein within thirty (30) days of Company's invoice, to be issued at the end of each calendar month. Any invoices not paid within thirty (30) calendar days may be deemed a "Late Payment Breach" of this Agreement. Company shall notify Customer in writing (with email and fax also being allowable as in writing) of any Late Payment Breach and Customer shall have ten (10) calendar days to cure ("late Payment Cure Period"). If the Late Payment Breach is not cured within the Late Payment Cure Period, Company shall have the absolute right to immediately deactivate any products and services pursuant to this Agreement and make any attempts necessary to collect monies due, Company's attorney's fees and 1 ½ percent interest per month in which the payment is overdue. Customer agrees to be responsible for taxes, if any, relating to this Agreement.

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

### **4. Company Obligations:**

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

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

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

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

**4.5 Customer Support:** Company shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to the equipment, monitoring services and overall operation of the monitoring system.

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### 4.6 Pricing: See Attachment A

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

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

**7. Warranty and Indemnity:** Company is leasing the equipment to Customer "as-is". Company agrees to transfer to Customer as necessary and to the extent permitted by law or applicable contracts, any warranties made to Company by a manufacturer or vendor of the equipment to the extent permitted by law or applicable contracts. Customer agrees that, regardless of cause, Customer shall not assert any claim whatsoever against Company for any and all direct, special or indirect damages, without limitation, which may result from use of equipment, monitoring and other services or any obligation of Company under this Agreement. Customer understands that Company and the manufacturer(s) of the equipment are separate, independent companies, and that neither a manufacturer nor any vendor of the equipment is Company's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the equipment is binding on Company, and no breach by a manufacturer or any such vendor shall excuse Customer obligations hereunder.

Notwithstanding anything to the contrary in this Agreement, Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, THE EQUIPMENT, THE USER INTERFACE OR THE MONITORING SERVICE. Company is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper

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activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access, the user interface, the failure to follow any instructions or abide by any policies related thereto or to the monitoring service, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of the equipment, user interface or monitoring service to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Company. Customer's sole remedy against Company for any failure whatsoever relating in any way to the use of equipment, monitoring and other services all be limited to the replacement of equipment, if applicable; provided that any such failure of equipment, monitoring and other services was not caused by any act or omission on part of Customer. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Company's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes.

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

### **8. Miscellaneous Provisions:**

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

**8.2 Continued Performance:** When this Agreement terminates, both parties will continue to comply with all of the terms of this Agreement which call for performance prior or

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subsequent to the termination date, including their respective obligations to protect confidential and proprietary information.

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

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

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

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

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

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

**8.9 Modifications and Waivers:** If either party waives or modifies any term or condition of this Agreement, this will not

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

**8.10 Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and shall be deemed duly

given (a) on the date of delivery if delivered personally, (b) on the date sent by facsimile or electronic mail if sent during normal business hours, and otherwise on the next business day if sent after normal business hours of the recipient, (c) on the date of the recipient's signature if sent via an overnight service or (d) on the 3rd business day following the date of mailing if sent via USPS.

**8.11 Signatures:** A manually signed copy of this Agreement or any other transaction documents delivered by facsimile,

email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

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

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

**COMPANY:** Tracking Solutions

**CUSTOMER:** Limestone County Commission

**Printed Name:** Kristen Zachary

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** Owner

**Title:** \_\_\_\_\_

**Address:** 8500 Carlton Rd

**Billing Address:** \_\_\_\_\_

Christiana, TN 37037

**Phone:** \_\_\_\_\_

**Billing Phone:** \_\_\_\_\_

**Email:** [kristen@TrackingSolutionsNow.com](mailto:kristen@TrackingSolutionsNow.com)

**Billing Email:** \_\_\_\_\_

Shipping Address \_\_\_\_\_

(If different than above) \_\_\_\_\_

### Attachment A

### PRICING SCHEDULE

#### GPS Monitoring

	Service	Alarm Notification	Data Collection Times	Daily Rate
	ReliAlert Premium	Data reported in real time. Alarm notification via voice, email and/or text including calls to officer and to individual on device. Each alarm is customized for your agency. Ideal for highest risk or domestic violence cases.	1 minute 5 minute	\$8.75 \$8.25
	ReliAlert Standard	Data reported in real time. Alarm notification in real time via text or email. Daily alarm report.	1 minute 5 minute	\$7.50 \$7.00
	ReliAlert Passive	Data reported in real time but NO real time alarm notification. Alarm notification via daily alarm report	5 minute	\$6.00
	Inactive devices	n/a	n/a	\$1.50

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	Shadow Active	Data reported in real time. Alarm notification via voice, email and/or text including calls to officer. Each alarm is customized for your agency.	1 minute	\$6.50
	Shadow Passive	Data reported in real time but NO real time alarm notification. Alarm notification via daily alarm report	1 minute	\$5.50
	Inactive devices	n/a	n/a	\$1.50
	Victim App	Notifies victim of offender proximity *Victim must have Android smartphone and ability to download app.	n/a	\$1.25

### OPTIONAL GPS INSURANCE

\$0.50 per calendar day for insurance to cover any lost, stolen or damaged GPS equipment assigned to Customer. The insurance charge applies to all devices, active or inactive. There is a \$50.00 deductible applied to the bracelet plus \$5.00 deductible for the charger if unrecovered. Idle charges will continue until equipment has been reported as lost/stolen/damaged, at which time daily charges cease. *If the insurance option is not selected, Customer will be responsible for all damaged, lost, stolen equipment at the normal replacement rate.*

Choose One of the following:       Insurance Accepted       Insurance Declined

### Alcohol Monitoring

	Service	Alarm Notification	Daily Rate 1-9 active devices
	SoberLink Active	Email and/or text + daily report	\$6.50
	SoberLink Inactive	n/a	\$1.00
	BACTrack Active**	Email and/or text + daily report	\$6.00
	BACTrack Inactive	n/a	\$1.00

\*Insurance not available for alcohol equipment.

\*\*Requires offender to have smartphone with ability to download an app and data plan

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following Memorandum of Understanding with Family Life Center, Inc. to provide off-site substance abuse treatment and related services for juveniles referred by Limestone County JPO and/or Juvenile Court beginning October 1, 2018 and ending September 30, 2019 for a total of \$15,000.

**MEMORANDUM OF UNDERSTANDING**  
*between*  
**FAMILY LIFE CENTER, INC.**  
*and*  
**LIMESTONE COUNTY COMMISSION**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Family Life Center, Inc., herein after referred to as FLC, and the Limestone County Commission, herein after referred to as LCC. The service period for this MOU begins October 1, 2018 and continues through September 30, 2019.

### **A. PURPOSE:**

The purpose of this MOU is to establish a framework of cooperation between FLC and LCC in order to provide outpatient substance abuse treatment and related services for adolescents referred by JPO. Services to be provided under this MOU will be conducted at the Limestone County Juvenile Probation Office in Athens, AL.

### **B. SERVICES TO BE PROVIDED:**

Beginning at a day that is mutually agreed upon. FLC will provide off-site substance abuse treatment and related services for adolescents referred by the Limestone County JPO Office and/or Juvenile Court. Services will include.

1. Assessment/Intake
2. Individual Treatment and/or Group Treatment
3. Rapid Drug Screens as directed by FLC

### **C. DRUG SCREENS:**

FLC shall provide rapid drug screens to their clients at the expense of FLC as they determine necessary to effectuate their program. All other drug screens for participants shall be referred to Limestone County Community Corrections for testing and shall be paid by the individual participants.

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### D. PAYMENT FOR SERVICES:

FLC will provide services for a total of \$15,000 for the period between October 1, 2018 and September 30, 2019. JPO will be invoiced each month in twelve (12) equal monthly payments of \$1,250.00

Invoices will be sent to:  
Limestone County Juvenile Probation Office  
Attention: Tara Pressnell, Chief JPO  
1109 W. Market Street, Suite D&E  
Athens, AL 35611

Invoice may be emailed to: [sonya.anthony@limestonecounty-al.gov](mailto:sonya.anthony@limestonecounty-al.gov)

Payments will be sent to: Family  
Life Center, Inc.  
410 South Jefferson Street  
Athens Alabama 35611

### E. SCHEDULING:

JPO referrals will be coordinated through the Limestone County Juvenile Court Mental Health Liaison or a process mutually agreed upon. Questions regarding intakes and referral under MOU should be directed to Sheree Logan at (256) 582-1471 or [shereel@familylifecenter.ws](mailto:shereel@familylifecenter.ws).

### F. PROTECTED HEALTH INFORMATION (PHI)

1. Information regarding services may be shared with appropriate JPO staff as part of servicing the MOU and ONLY with a valid authorization. It is the responsibility of JPO to secure necessary releases for FLC to communicate with authorized JPO staff.

### G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts FLC or LCC from participating in similar activities with other public or private agencies, organizations, and individuals.

3. TERMINATION: FLC or LCC may, in writing, terminate this instrument in whole or in part, at any time by providing thirty (30) days written notice to the other party.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 1, 2018**

\_\_\_\_\_  
Mark Yarbrough, Chairman  
Limestone County Commission

\_\_\_\_\_  
Gene Cleckler, Executive Director  
Family Life Center, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**MOTION** was made by Steve Turner and seconded by Jason Black to suspend the Rules of Order to add a contract to the agenda.

The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Steve Turner to approve the following State of Alabama Department of Corrections Contract for the Limestone County Community Corrections Program beginning October 1, 2018, for an allocation of \$287,124.00 reimbursement funding, and to authorize Tony Gravier as Director to execute the contract.

**Fiscal Year 2019 State Corrections Program Contract  
The Limestone County 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 County 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 ADOC has provided an allocation of \$287,124 for reimbursement funding of qualified offenders at a rate of ten dollars (\$10) per day for expenditures encumbered for Fiscal Year 2019, from October 1, 2018, to September 30, 2019 except for those offenders qualified at a higher rate through incentivized reimbursement of a special diversion program. An allocation for the remaining quarters will be made based on available funding as determined by the ADOC Community Corrections Division Director.
3. 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

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discretion of the Commissioner of the ADOC and is also contingent upon available Community Corrections funding appropriated by the Alabama State Legislature.

4. 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 Alabama Risk Assessment System (ARAS) 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 ARAS, as required.
5. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 1 1, 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.
6. 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.

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7. 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.
8. 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.
9. 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.
10. 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.
11. The ADOC reserves the right to terminate this contract upon one hundred eighty (180) days written notice to the Program.
12. This Contract shall begin on the date of the last signature below, and continue for one year. Thereafter, it may be renewed under the same terms and conditions upon mutual agreement of the Parties.
13. 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.

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\_\_\_\_\_  
 Jefferson S. Dunn  
 Commissioner

Date: \_\_\_\_\_

Approved as to legal form:  
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\_\_\_\_\_  
 Tony Gravier, Director  
 Limestone County Community Corrections Program

Date: \_\_\_\_\_

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

**MOTION** was made by Jason Black and seconded by Steve Turner to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded to</b>	<b>Amount</b>
2657	Appraisal Uniform Lease (Revenue Commission)	Aramark (negotiated price – 36 months)	\$30.06 weekly
2660	Dispatch & Jail Uniforms (Sheriff's Office)	NAFECO	Polo Shirt SS \$32.00 Polo Shirt LS \$35.00 Lightweight Trousers \$32.50 Heavyweight Trousers \$32.50 Heavyweight Jacket \$70.50 Lightweight Jacket \$19.95
2661	Gasoline & Diesel	W. H. Thomas Oil Com. (Oct. 6, 2018 to Jan. 5, 2019)	30¢ margin over rack

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

**MOTION** was made by Steve Turner and seconded by Stanley Hill to hire Tevy McDole as Case Manager at Community Corrections, pending drug screening.

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to hire Stephen Usery as HVAC Technician in the Custodial Department, pending drug screening.

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

**MOTION** was made by Stanley Hill and seconded by Steve Turner to hire Bill Lindsey and Patsy Appleton as Van Drivers for Council on Aging, pending drug screenings.

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

**MOTION** was made by Stanley Hill and seconded by Steve Turner to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Hogan Hill Subdivision	Major	Preliminary	31	1	East side of Gatlin Rd

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

**MOTION** was made by Stanley Hill and seconded by Jason Black to sell the following on GovDeals:

Department	Item	Inventory #
District 1	10' 2610 Legend Flex Wing Bush Hog	4509

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

**MOTION** was made by Steve Turner and seconded by Stanley Hill to remove the following from inventory:

Department	Item	Inventory #	Serial/Vin. #
Dare	Gateway Computer	4107	0038643818
Dare	Gateway Computer	4108	0038913967
Jail	Huebsch Dryer	2583	
Sheriff's Dept.	2006 Ford Van (to trade in)	9742	1FBNE31L36HA84203

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

**MOTION** was made by Jason Black and seconded by Steve Turner to transfer the following equipment:

<b>Transfer from</b>	<b>Transfer to</b>	<b>Item</b>	<b>Inventory #</b>
Sheriff's Dept.	I. T. Dept.	Dell PE R710 Server	4787
Sheriff's Dept.	I. T. Dept.	Equal Logic San Array	4788
Sheriff's Dept.	I. T. Dept.	Dell PE R410 Server	4791
Sheriff's Dept.	I. T. Dept.	Dell PE R410 Server	4814
Sheriff's Dept.	I. T. Dept.	Equal Log San Array	4919
Sheriff's Dept.	I. T. Dept.	Cisco 2960S Switch	4963
Sheriff's Dept.	I. T. Dept.	Dell PER R620 Server	4970
Sheriff's Dept.	I. T. Dept.	Dell PER R620 Server	4971
Sheriff's Dept.	I. T. Dept.	MacBook Pro Laptop	4974
Sheriff's Dept.	I. T. Dept.	Cisco 3560X 24-Port Switch	4986
Sheriff's Dept.	I. T. Dept.	Cisco 3560X 48-Port Switch	5026
Sheriff's Dept.	I. T. Dept.	Equal Logic San Array	5032
Sheriff's Dept.	I. T. Dept.	Cisco 48 Port Switch	5036
Sheriff's Dept.	I. T. Dept.	Battery Backup	15341
Sheriff's Dept.	I. T. Dept.	Cisco 3560CG	15344
Sheriff's Dept.	I. T. Dept.	Cisco 3560CG	15346
Sheriff's Dept.	I. T. Dept.	Equal Logic PS4210	15373
Sheriff's Dept.	I. T. Dept.	Equal Logic PS4210	15374
Sheriff's Dept.	I. T. Dept.	Isonas System	19013
Sheriff's Dept.	I. T. Dept.	VMWare Robo Software	19037

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

Chairman Yarbrough announced a Public Hearing is tentatively scheduled for October 15, 2018 at 10:00 a.m. in conjunction with the regular commission meeting to receive comments relative to the proposed action to renew cable franchise agreement with Mediacom.

Chairman Yarbrough announced a Public Hearing is scheduled for October 15, 2018 at 10:00 a.m. in conjunction with the regular commission meeting to receive comments relative to the proposed action to vacate a portion of Sugar Creek Road Right of Way.

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Chairman Yarbrough announced a Public Hearing is scheduled for October 15, 2018 at 10:00 a.m. in conjunction with the regular commission meeting to receive comments relative the proposed action to rename Seaman Road to Big Creek Road.

**MOTION** was made by Ben Harrison and seconded by Jason Black to open the public hearing regarding the Public Hearing Called to Order to receive comments relative to the proposed action to renew cable franchise agreement with Charter Communications.

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

The following comments were received relative to the proposed action regarding the renewal of the Charter Communications cable franchise agreements.

Gary VanWagnen, 13093 St. Andrews Drive, Athens. As the county looks to renew its cable franchise, a much stronger commitment is required to connect to the mostly rural sections of our county. As a parent, our kids need to get the opportunity other kids have. As a developer, I virtually cannot sell lots because they say you have electricity and water, but you do not have internet that is a basic utility, a fundamental. First, I ask the Commission to obtain a commitment from the provider to demonstrate a buildout in the rural and developing areas of our county over some reasonable time frame, recognizing this is a business case. Secondly, for a point of contact be established with the provider. Thirdly, establish check points to monitor progress. Finally, encourage the Commission to look for available grants for the unserved areas.

Tim Bauer, 15164 Spring Lake Drive, Athens. There are 17 homes in the neighborhood and we don't have an option for cable or internet. I mirror what Mr. VanWagnen said, I would like for the Commission to consider requiring the provider to expand its coverage. We have school children in the neighborhood that need internet access to do their homework. It would help us grow in this new century for Charter to expand its coverage in the unserved areas.

Kyle Bridgeforth, P.O. Box 282, Tanner. I ask for highspeed internet access in our community located on the south end of Lucas Ferry Road and Settles Road that have internet access. If Charter would commit and build internet access for the Bridgeforth Road community, it would complete the loop. We have several homes and families with students that need internet access. We have a thriving agricultural business that absolutely need it. For years, we had some of our peers and other competitors from other states surpass us simply because of their highspeed data access. We work a global agriculture market to make sales to people across the world. We host delegates and other groups on the farm, and without internet access there is no ability to give presentations or share data. We deal with a lot of issues with not being able to have accurate date because of low internet speeds. We need a hard-lined highspeed source for our equipment. If you would make sure Charter builds in our area, it would be beneficial for the farm and the community.

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Lenwood Herron, on behalf of the residents on Bridgeforth Road. The Commission is the gatekeeper for the growth, future and economic development of this county. One of the first things asked when recruiting industrial development, is do you have highspeed telecommunications. Limestone County is primed for an explosion and highspeed internet would be a necessity as north Alabama's industrial boom continues. With 4,000 jobs coming to the Greenbrier area, you're in for a massive economic push in Tanner and all the area south. Efforts to expand highspeed internet should focus on extending network infrastructure to underserved rural communities such as Bridgeforth Road.

Robert Smith, Sr. Manager, Governmental Affairs for Charter Communications. There is an effort to map out what parts of the county are not currently being served. It's a costly process that cost approximately \$14,000 to go from pole to pole. We're not a utility; we invest our own money to build a cable company. We don't receive incentives from the state or federal government. We hire our employees from here, they pay taxes here, they pay bills here, they educate their families off their salaries. We want to serve the county, but there are cost restrictions. I am leaving my business cards for the Commission and those that spoke to contact me. I want to be that advocate for you.

### Report of Officers:

Commissioner Hill stated that highspeed internet is important for our school children and industrial development. Going forward we should have a contact person that can be called. He reported his district is performing routine maintenance. He announced the Harvest Road project has been delayed to spring. The new bridge on Redus Hollow Road should be opening in the first part of October.

Commissioner Turner stated the Commission recognizes the importance of having highspeed internet. There are areas at East Limestone, just 10 miles from Redstone Arsenal, that are lacking internet service. Limestone County should not be struggling to get internet access to its citizens. He reported the county is continuing to have a problem with signs being placed on the county right-of ways. Limestone County has a local act that governs signs on the county right-of-way and said he would be glad to furnish anyone a copy. As keepers of the county right-of-way we are responsible for maintaining. When a tractor operator must get off to move a sign it cost time, not to mention the signs look unsightly. He reiterated that signs will be removed from the county right-of-way.

Commissioner Black talked about the broadband incentives by Senator Clay Scofield passed in the 2018 Legislative session that establishes a grant program to encourage the expansion of broadband services into rural Alabama. He said the county's students are being sent home with MacBook's and are having to drive due to the lack of internet access. We're essentially sending a text book home with no words on the paper. It is a necessity for our kids to excel and get a good education. We want all county residents to have internet accessibility. He reported his district is having a problem with people

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parking cars and putting decorations in front of their houses on the county right-of-way. The right-of-way is a safety zone and access for the county to be able to use.

Commissioner Harrison stated he had talked AT&T U-Verse a couple of years ago about their cost structure and why some people cannot get U-Verse when someone 100' down the road has access. They have different modules and it is a \$250,000 piece of equipment for each module and when it's fully populated, it's another \$250,000 to serve 100 customers. It's a low percentage of utilization of the equipment. He said he didn't know if Charter's cost structure was similar. He would like to know what the barriers are to fill the gaps. He would like to sit down with Charter and go through the issues to get a better understanding, see what the county do whether it's legislation or grants to get highspeed internet in the underserved areas. He said the county franchise agreements are nonexclusive, AT&T and Mediacom have some of the same issues as Charter, and they are only going to do this if it makes economic sense. He reported his district is performing some rehabilitation on some gravel roads, portions of Shelton Road and Sugar Creek Road, and prepping Belly Hill Road for chip seal.

Chairman Yarbrough urged the Commission to consider the following points when considering the franchise agreement. Charter is a business and is not going to do business if they lose money. Highspeed internet is a necessity to educating our children on up. It is important to have a point of contact. Charter pays a 5% franchise fee to the county, maybe the Commission could consider cutting the franchise fee to 2.5% to assist in getting internet to the underserved areas. He reiterated that the franchise agreement is nonexclusive, it allows a company to provide a service in Limestone County.

Commission Meeting adjourned at 10:53 a.m. until 10:00 a.m. on Wednesday, October 10, 2018 at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.