

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 19, 2015

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.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Stanley Hill to approve the minutes of October 5, 9 & 14, 2015.

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

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

10/02/15	Check # 35138 – 35183	\$ 1,914,728.53
10/06/15	Check # 35184	\$ 25.50
10/08/15	Check # 35185	\$ 501.27
10/08/15	Check # 35186 – 35269	\$ 467,352.12
10/13/15	Check # 35270	\$ <u>36.00</u>
	TOTAL	\$ 2,382,643.42

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. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to Suspend the Rules of Order to add a resolution 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 Jason Black and seconded by Stanley Hill to approve the following resolution supporting the Eva Surplus Warehouse.

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A RESOLUTION SUPPORTING THE EVA SURPLUS WAREHOUSE

WHEREAS, the Alabama Department of Economic and Community Affairs has announced it will consolidate the operations of its Surplus Property Division into a single warehouse in Montgomery; and

WHEREAS, this consolidation will cease operations at the Eva Surplus Warehouse on January 1st; and

WHEREAS, the Eva facility, located in Morgan County, is utilized by over 30 government agencies and nonprofit organizations on a daily basis; and

WHEREAS, the Eva facility is essential for the North Alabama Counties to obtain surplus equipment at tremendous discounts; and

WHEREAS, closing of the Eva Surplus Warehouse will create a hardship for those who use the facility.

BE IT RESOLVED THAT THE LIMESTONE COUNTY COMMISSION respectfully requests and pleads with Governor Bentley to keep the Eva Surplus Warehouse open.

Approved this 19th day of October, 2015.

Mark Yarbrough, Chairman

Stanley Hill, Commissioner

Jason Black, Commissioner

Steve Turner, Commissioner

Ben Harrison, Commissioner

The Chairman asked if there was any discussion. Commissioner Black read the resolution aloud. Commissioner Harrison encouraged people to contact their representative and Governor Bentley to request the warehouse be kept open. He said it is not a budget issue or a cost savings, and if they close it there should be some justification. Commissioner Black stated that over the years, it has saved a lot of money for our county. He said, "Just this year I have purchased \$40,000 worth of surplus equipment for District 3. If this was in Montgomery, we wouldn't be having this discussion, they want it down there and I don't understand what the problem is; it has three employees and a building that's paid for."

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

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MOTION was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the following agreement with the Department of Youth Services for FY 2015/2016 Juvenile Diversion Program Grant; \$41,700.00 with no matching cost to the County.

**ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2015 – 2016**

The Alabama Department of Youth Services hereby awards to

Limestone County Commission
(Hereinafter called Recipient)

the amount of **Forty-one thousand seven hundred and no/100 dollars (\$41,700.00)**

These funds shall be used for non-residential services for Limestone County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that the county will aim to eliminate **100-115** commitments annually to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses).

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. This program utilizes the services of the Limestone County Family Resource Center in Athens.

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 DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - **Males / Females between the ages of 12-18**
 - High risk youth adjudicated for misdemeanor and felony property offenses
 - Risk of re-arrest will be determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics only will not be eligible for participation:

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- Youth charged with harassment, simple assault, or first time misdemeanors
- Status offenders
- 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, including:
 - Demographic Information (name, SSN, Alabama case number, race, gender, home zip)
 - Most Serious Current Offense
 - Most Serious Prior Offense
 - Risk Level
 - Hearing Officer
 - Probation Officer
 - Date Started Program
 - Date Completed Program (if applicable)
 - Successful Completion (Yes or No)
 - If Unsuccessful, Why
 - Committed Due To Unsuccessful Completion (Yes or No)
 - Re-Arrested while in program (Yes or No)
 - Attended all court hearings while in program (Yes or No)
 - Successfully completed probation after program completion (Yes or No)

Recipient shall input and update student data regularly (at least monthly) in the DYS Grantee Information Management System database (GIMS).

- Produce an annual report 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 annual report (required forms available on DYS website) shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants will be made based on the courts' ability to show through these reports that the funds have been effective in reducing the numbers of youth committed to DYS or HIT.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Both **LCJC** and DYS acknowledge that this Award may be

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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. 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.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will plan site visits (both announced and unannounced), and that all records pertaining to the program will be made available for review.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
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 ___ day of _____, 2015.

BY: _____
Limestone County Commission

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

MOTION was made by Jason Black and seconded by Stanley Hill to authorize the Chairman to execute the following contract with Katye Hanson to coordinate community service for juveniles assigned through the Limestone County Juvenile Court. This program is funded by a grant from the Department of Youth Services.

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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, 2015 and ending September 30, 2016, 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:

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.

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- 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.
- 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.

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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 weekly by Katy Hanson (CSC) for 30 hours.

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. Jason Black, aye; Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following Memorandum of Understanding with The Family Life Center, Inc. to provide outpatient substance abuse treatment and related services for adolescents referred by the Juvenile Probation Office from October 1, 2015 to September 30, 2016. Services are fully paid by the Department of Youth Services Grant. No County match required. *Retroactive October 1, 2015.*

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

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This Memorandum of Understanding (MOU) is hereby made and entered into by and between The 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, 2015 and continues through September 30, 2016.

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 be providing 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
4. 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.

D. PAYMENT FOR SERVICES:

FLC will provide services for a total of \$15,000 for the period between October 1, 2015 and September 30, 2016. 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: tara.pressnell@alacourt.gov

Payments will be sent to:
Family Life Center, Inc.
501 McGlathery Lane SE
Decatur, AL 35601

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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 referrals under this MOU should be directed to Debbie Garner at (256) 601-1008 or debbieg@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.

Mark Yarbrough, Chairman
Limestone County Commission

Gene Cleckler, Executive Director
Family Life Center, Inc.

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 Stanley Hill and seconded by Steve Turner to authorize the Chairman to execute the following contract agreement with Tracking Solutions, an ankle monitoring company, for GPS electronic monitoring for individuals in the Juvenile Probation program funded by the Department of Youth Services. Grant funds all costs. No match from County. Grant period is October 1, 2015 to September 30, 2016. *Retroactive October 1, 2015.*

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Tracking Solutions Contract Agreement

This Agreement, effective as of October 1, 2015 ("the effective date"), is between Tracking Solutions ("Company"), having an office at 8500 Carlton Road, Christiana, TN 37037 and Limestone County Commission ("Customer"), having an office at 310 West Washington Street, Athens, AL 35611.

WHEREAS, Customer desires to have the ability to electronically monitor the location of certain individuals using GPS equipment that is worn 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:

I. Scope of Work: Company will provide Customer GPS 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.

II. Agreement Term and Renewal: This Agreement shall begin on the Effective Date and shall continue through September 30, 2014, unless terminated or renewed as provided herein ("Initial Term "). 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, provided that if Company terminates this Agreement without cause, Customer's rights and obligations hereunder shall extend to the later of the aforementioned ninety (90) days or through the stated term of the contracts with end-users who are utilizing the Products and Services pursuant to this agreement which Customer has in effect at the time of notice of termination. Notwithstanding any termination, Customer shall pay Company for the equipment and/or services provided as set forth in the Attached Exhibit for the period prior to such termination.

III. Payment: Customer shall pay for services herein within 30 days of Company's invoice, to be issued at the end of each calendar month. Any invoices not paid within thirty calendar days shall 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 three (3) 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

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attempts necessary to collect monies due, Company 's attorney 's fees and 1½ percent interest per month in which the payment is overdue.

IV. Customer's Obligations: In addition to any obligation s and responsibilities otherwise noted herein, Customer understands and acknowledges that during the term of this Agreement and any renewals thereof, it has complete authority and responsibility for the selection, management and administration of Offenders. "Offenders" for purposes of this Agreement shall be persons whose whereabouts are monitored pursuant to a governmental program, such monitoring including but not limited to (a) designating a monitoring level, or coordinating with the respective government agency, for all individuals monitored with the leased equipment, (b) identifying and making available Customer staff during the term of this Agreement, and (c) establishing alert notification protocols and parameters.

V. 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.

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 related to, offenders and any claim, injury, loss, damage or expense arising out of willful and intentional acts of Customer or Offenders.

VI. Miscellaneous Provisions:

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

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 three (3) 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 twenty-four (24) hour 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 here in; (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

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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 effects 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.

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 accrues.

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

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.

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).

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

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.

Notwithstanding anything to the contrary in this Agreement, Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, THE EQUIPMENT, THE USER INTERFACE OR THE MONITORING SERVICE. Company is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access, the user interface, the failure to follow any instructions or abide by any policies related thereto or to the monitoring service, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any

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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. 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.

Agency 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.

Agency 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. Agency 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.

VII. Pricing: See Attachment A

VIII. Entire Agreement: This Agreement sets forth the full understanding between the parties and may only be changed in writing, duly executed by both Parties.

IX. 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.

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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 Jason Black and seconded by Ben Harrison to authorize the Chairman to execute the following agreement with Ingenuity to customize, implements, maintains and supports a Registration and Licensing Application for the Limestone County License Commission's Office, starting November 11, 2015 and ending October 21, 2018. \$20,000 Initial Implementation Fee. \$2,200 per month for 12 months starting with the month that the Application is implemented, \$2,420 per month for the next 12 months, and \$2,662 per month for all months thereafter, pending county attorney approval.

Ingenuity MASTER AGREEMENT

This Master Agreement (the "Agreement") is made this 1st day of November, 2015, by and between Ingenuity, Inc., an Alabama corporation, ("Ingenuity") and the Limestone County Commission ("Limestone County").

A. Ingenuity is a professional services firm that provides a broad range of business and technology services.

B. Limestone County desires to retain Ingenuity to provide certain products and/or services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both Ingenuity and Limestone County shall be attached hereto and shall become subject to and part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

1. SERVICES. Ingenuity shall perform for Limestone County the services (the "Services") described and agreed to in a SOW. In the event of any conflict between the terms of a SOW and this Agreement, the SOW shall control. As required for Ingenuity to perform the Services, Limestone County shall provide Ingenuity access to Limestone County's facilities and all relevant Limestone County information.

2. TERM. The initial term of this Agreement shall be for three (3) years beginning as of the date of this Agreement. The term of this Agreement shall be automatically extended as necessary to include the term of all SOWs and the payments related to all SOWs.

3. PAYMENT FOR SERVICES.

(a) Payment. Limestone County shall pay Ingenuity as set forth in all applicable SOWs.

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(b) Travel and Other Expenses. All expenses incurred by Ingenuity related to providing Services to Limestone County hereunder shall be paid by Ingenuity unless otherwise agreed upon in writing by both parties.

(c) Terms of Payment. Ingenuity shall submit invoices to Limestone County as agreed upon in the applicable SOW and Limestone County shall pay Ingenuity for the Services performed within thirty (30) days after the date of Ingenuity's invoice. Limestone County shall pay interest at the rate of twelve percent (12%) per annum compounded monthly on any balance not paid within thirty (30) days of the due date.

4. CONFIDENTIALITY. In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the other party uses to protect its own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, Limestone County shall incur no liability and will not breach this Agreement by disclosing any documents, records, or information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended.

5. WARRANTIES.

(a) Ingenuity Warranty. Ingenuity shall perform the Services in a professional and workmanlike manner.

(b) WARRANTY EXCLUSION. THIS AGREEMENT PROVIDES FOR SERVICES AND UNLESS OTHERWISE SPECIFIED IN A SOW IS NOT A SALE OF GOODS. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF INGENUITY HAS ANY RIGHT TO MAKE ANY WARRANTY OR PROMISE ON INGENUITY'S BEHALF WITH RESPECT TO THE SERVICES.

6. OWNERSHIP OF SOFTWARE AND PROCESSES. Ingenuity's software and processes, including but not limited to Ingenuity's methodology, procedures, strategies, trade secrets, know how, ideas and expertise, used by Ingenuity in providing Services, are not included in any deliverable and Ingenuity retains all right, title and interest in and to such software and processes, including all intellectual property rights pertaining thereto.

7. INSURANCE. Ingenuity will secure and maintain reasonably adequate worker's compensation insurance in accordance with the law of the work site. Ingenuity will also

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maintain comprehensive general liability and property damage insurance in accordance with generally accepted industry standards.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH LIMESTONE COUNTY' OBLIGATION TO PAY INGENUITY FOR THE SERVICES, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY LIMESTONE COUNTY FOR INGENUITY SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

9. INDEPENDENT CONTRACTORS. Ingenuity's relationship with Limestone County shall be that of an independent contractor and not that of an employee of Limestone County or any affiliate. Each party shall be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, workers' compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party. Ingenuity does not undertake to perform any obligation of Limestone County, whether regulatory or contractual, or to assume any responsibility for Limestone County' business or operations. Ingenuity has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Services.

10. TERMINATION. Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement that is not cured as listed below. The non-breaching party shall give the breaching party thirty (30) business days prior written notice with an opportunity to cure the breach within such thirty (30) business day period. In the event that the breaching party fails to cure the breach within the thirty (30) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. NONSOLICITATION. Each party agrees that during the term of this Agreement and for a period of twelve (12) months thereafter, neither it nor any person or entity affiliated with it will directly or indirectly employ or otherwise engage in any capacity any person who is or has been an employee of the other party at any time during the term of this Agreement, nor will a party or any affiliate solicit or encourage any such person to leave the employ of the other party for any reason.

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12. MISCELLANEOUS.

(a) This Agreement and any executed SOWs constitute the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Ingenuity and Limestone County. The parties agree that the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

(b) Except for the disclosure of any records, documents, or information by Limestone County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 or 11 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any state court in the State of Alabama or federal district court in Alabama, in addition to any other remedy to which they may be entitled, at law or in equity.

(c) Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Ingenuity, Inc.
8137 Helena Road, Suite 2000
Pelham, AL 35124
Attention: President

Washington St. Courthouse Annex
310 W. Washington St.
Athens, AL 35611
Attention: County Administrator

(d) The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

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(e) In the event of any action or proceeding at law or in equity between Limestone County and Ingenuity to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the party not prevailing in such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred therein by such prevailing party and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

(f) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(g) In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays in delivery due to a Force Majeure Event shall automatically extend the delivery date(s) for the period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

(h) In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws.

(j) Ingenuity shall have the right to prepare and distribute a news release announcing Limestone County as a customer of Ingenuity. Limestone County has the right to approve any related news release prior to its distribution, and Limestone County agrees to cooperate with Ingenuity in providing an appropriate quotation for an approved release. Ingenuity may reference Limestone County' name and use

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Limestone County' logo in Ingenuity's sales calls and in lists of Ingenuity's customers. This provision shall survive the termination of this Agreement.

(k) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Limestone County Commission

Ingenuity, Inc.

Signature: _____
By: Mark Yarbrough
Title: Chairman

Signature: _____
By: Rick A. Hayes
Title: President

**Statement of Work – 01
Registration and Licensing**

This Statement of Work ("SOW") dated November 1, 2015 references and is incorporated within the Master Agreement ("Agreement") dated November 1, 2015 between the Limestone County Commission ("Limestone County") and Ingenuity, Inc. ("Ingenuity").

Services: Ingenuity will customize, provide, implement, maintain and support a Registration and Licensing Application (the "Application") for the Limestone County License Commissioner's Office ("Limestone License"). The Application will include functionality for processing the initial registration and registration renewals for automobiles, boats and manufactured homes as well as functionality for processing new business licenses and business license renewals. These Services are further described in Attachment 1 - Scope Document.

Limestone License and Limestone County shall not provide (and shall not allow any of its employees, contractors or agents to provide) the Application, any related object or source code, or any related documentation to any other person or entity. Ingenuity shall retain all intellectual property rights and interests in the Application, including (1) all ideas, designs, concepts, techniques, inventions, discoveries, and improvements, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (2) all works of authorship regardless of copyright ability but including copyrights and any moral rights recognized by law; and (3) all other similar rights.

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Price: Limestone County will pay Ingenuity \$2,200 per month (the "Monthly Fee") for twelve (12) months starting with the month that the Application is implemented for Limestone License. The Monthly Fee will be increased to \$2,420 per month for the next twelve (12) months and to \$2,662 per month for all months thereafter. Limestone County will pay Ingenuity a fee of \$20,000 (the "Implementation Fee") to cover the initial services and expenses including the initial database conversion, system implementation, training, testing and related travel. The Implementation Fee will be due within 30 days of the execution of this SOW.

Start Date: 11/01/2015 - the Application will be implemented as soon as possible following all of the necessary initial services including user testing. The target date for implementation is the first business day of December 2015.

End Date: 10/31/2018

Payment Schedule: Ingenuity will invoice Limestone County on a monthly basis for all applicable services and fees. Limestone County will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Limestone County Representative: Greg Tucker, Limestone County License Commissioner

Limestone County Commission

Ingenuity, Inc.

Signature: _____
By: Mark Yarbrough
Title: Chairman

Signature: _____
By: Rick A. Hayes
Title: President

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

MOTION was made by Stanley Hill and seconded by Jason Black to promote Dusty Wallace to Equipment Operator III in District 1.

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.

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MOTION was made by Stanley Hill and seconded by Jason Black to promote Joseph Jackson to Equipment Operator II in District 1.

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 Ben Harrison and seconded by Steve Turner to promote Stephanie Chambers to Title Clerk in the License Commissioner's Office.

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 employ William Chad Harbin as a Deputy at the Sheriff's Department, pending drug & alcohol screening.

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 approve Family Medical Leave for Theresa Marlin beginning October 13, 2015 and ending October 26, 2015.

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 Ben Harrison to approve Family Medical Leave for Sara Barksdale beginning October 26, 2015 and ending December 9, 2015.

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

MOTION was made by Steve Turner and seconded by Stanley Hill to approve the following contract with Abby Lee Duran to act as a temporary Web Editor while current employee is on medical leave of absence, at the rate of \$15.35 per hour, not to exceed 6 weeks.

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SERVICES CONTRACT FOR LIMESTONE COUNTY COMMISSION

This Services Contract is made and entered into this 19th day of October 2015, by and between the Limestone County Commission and Abby Lee Duran.

PURPOSE

The purpose of this Contract is for Abby Lee Duran to act as the temporary Web Editor for the Limestone County Commission while the current employee is on a medical leave of absence.

OBLIGATIONS AND SERVICES

It is understood that any obligations, services, or other terms of this Contract shall refer to the services to be provided by Abby Lee Duran to the Information Technology Department.

Duran shall perform the following services and obligations:

- To follow and perform duties and responsibilities as outlined in the current Limestone County Job Description of the Web Editor.
- To work with the IT Department and report to its Director.
- To provide a time card detailing hours worked on a weekly basis for payment to be made the following Friday.

COMPENSATION

The County shall pay Abby Lee Duran \$15.35 per hour for time worked.

TERM; TERMINATION

This contractual agreement will be in effect beginning October 26th, 2015 for a period of time not to exceed 6 weeks. This contract may be terminated without cause upon either party giving written notice to the other party of that party's intent to terminate the contract. Upon termination compensation shall be pro-rated and paid through the effective date of termination.

RELATIONSHIP OF THE PARTIES

It is expressly acknowledged by the parties hereto that no relationship of employer and employee is created by this Contract between the County and Duran. It is understood and acknowledged that Duran is at all times acting and performing this Contract as an Independent Contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract and effective on the date first above written:

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LIMESTONE COUNTY COMMISSION

BY: _____
Mark Yarbrough, Chairman

ATTEST: _____
Pam Ball, Administrator

Abby Lee Duran

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 revise the following Engineering Assistant CAD/GIS job description.

**Limestone County
JOB DESCRIPTION**

Job Title: Engineering Assistant - CAD/GIS/Elections
Department: Engineering
FLSA: Nonexempt
Job Description Prepared: January 2013
Grade: X
Revised 10-19-15

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: County Engineer
Subordinate Staff: None
Other Internal Contacts: District Commissioners; Probate Office; Administration; Parks and Recreation; Safety Committee; EMA, Engineering Foreman
External Contacts: General Public; Contractors; City of Athens; Water Department; School Board; Board of Registrars

Job Summary

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Under the direction of the County Engineer, the employee performs general engineering duties, prepares engineering drawings for road, site and building construction projects using CAD programs. Performs mapping and Geographic Information System duties to prepare and update County maps and mapping information. Performs duties as an election specialist, as required, to assist with the delivery, validation and maintenance of voting machines for elections. Assists with surveys. Prepares and maintains the County input to the GovDeals.com website.

Job Domains

A. GIS Operations

1. Operates and maintains the Geographic Information Systems (GIS) software.
2. Gathers and maintains data for County's Geographic Information System.
3. Develops and implements basic procedures and methods for the gathering, recording, accessing and maintaining GIS data obtained from various sources.
4. Writes applications for mobile GIS devices.
5. Produces maps using a plotter or printer.
6. Maintains the input of signage and herbicide data in the GIS.
7. Maintains GIS paving records.
8. Function as County Representative for GIS Consortium.

B. Election Specialist

1. Assists Probate Judge to determine beat and box lines for proper ballot placement.
2. Picks up election materials and data packs from printer.
3. Performs diagnostics on all electronic vote counting machines.
4. Analyzes malfunctions and makes appropriate repairs.
5. Creates test ballots to make sure machines are working properly prior to public test.
6. Assists Probate Judge to hold public test prior to each election.
7. Delivers and picks up each machine, ensures machines are delivered to appropriate place and are in working order.
8. Delivers privacy booths to polling place prior to election, picks up privacy booth after election.
9. Assists with school for inspectors and chief clerks before each election.
10. Works on election day to repair any machine problems and assist polling officials with questions that they may have during the day of election.
11. Works election night, receives returns as they are brought to the Courthouse.
12. Destroys old and used ballots after use.
13. Generates testing reports.
14. Attends training classes.
15. Performs other duties as assigned.

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C. General Engineering Support

1. Prepares engineering-level drawings and plans for construction of roads, bridges, buildings, recreational facilities, etc using CAD software.
2. Assists the County Engineer and District Commissioners in determining maintenance and improvement projects and priorities.
3. Assists in investigating complaints, requests and reports of hazards and other information.
4. Maintains accurate records of personnel and equipment used, quantities of materials used, work accomplished and problems encountered on projects.
5. Programs, installs and downloads traffic counters.
6. Assists with engineering inspections, as needed.
7. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, policies and procedures.
2. *Knowledge of County road and bridge systems.
3. Knowledge of safety rules including accident causation and prevention.
4. *Knowledge of civil engineering methods and practices related to road and bridge maintenance and construction.
5. *Knowledge of traffic safety laws, manuals and traffic control systems.
6. *Knowledge and skills in the use of Computer Aided Drafting Software such as Microstation or AutoCAD or the ability to learn such.
7. Knowledge and skills in the use of GIS software such as ESRI ArcGIS.
8. *Knowledge of election laws as it applies to voting machines.
9. Reading skills to comprehend directives, procedures, technical writings, technical drawings, memorandums and maps.
10. Verbal skills to communicate effectively with supervisor and co-workers.
11. Writing skills to take field notes, write reports, correspondence and recommendations using correct English, grammar, punctuation, and spelling.
12. Basic math skills (add, subtract, multiply, divide).
13. *Drafting skills to prepare plans for resurfacing and widening roads, and plans for bridges and culverts.
14. Ability to perform technical research and offer reliable advice on engineering problems.
15. Ability to participate in field survey, construction and inspection projects.
16. Ability to use computers and computer software.
17. Ability to use standard office equipment.
18. *Ability to gain multiple certifications.
19. Ability to exercise independent judgment and initiative in planning and implementing work.

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20. Ability to read and understand engineering drawings.
21. Ability to drive safely.
22. Ability to read maps.
23. Ability to work under extreme weather conditions.
24. Ability to move/lift objects greater than 50 lbs.
25. Ability to wear and utilize safety equipment, as required.

Minimum Qualifications

1. Possession of a college-level GIS degree or GIS Certificate.
2. Ability & willingness to become proficient in the use of drafting/CAD programs.
3. One-to-two years of experience using ESRI Arcmap or equivalent software.
4. Ability to travel over-night to attend meetings and training programs.
5. Ability to work overtime, weekends or non-standard hours.

Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g. working at great heights under extreme weather conditions, subject to physical attack or mob conditions, or similar situations where conditions cannot be controlled.

Physical Demands

The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 lbs., crouching or crawling in restricted areas, and defending oneself or others from physical attack.

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 Jason Black, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

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Name	Position	Effective Date	Current Rate Per Hour	New Rate Per Hour
Billy Boldin	Equipment Operator III	10/19/15	17.49	18.04
Stephen Croley	Deputy	10/02/15	29.33	30.25
Eddie Gilbert	EMA Officer	10/10/15	22.93	24.36
James Hardaway	Case Manager	10/31/15	20.42	21.06
Emily Lewter	Deputy	10/28/15	19.34	19.95
Gary Lovell	Corrections Officer	10/18/15	20.91	21.57
John McCormick	Deputy	10/16/15	23.28	24.01
Leah Moran	Communications Officer	10/07/15	15.57	16.05
Bryan Robinson	Equipment Operator III	10/03/15	18.04	18.61
Michael J. Stinnett	Patrol Lieutenant	10/17/15	37.82	39.00
Shannon Thrasher	Deputy	10/26/15	18.95	19.54
Julian Tyler	Corrections Officer	10/26/15	22.25	22.94

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 Ben Harrison to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Nancy C. Brown Subdivision	Minor	Preliminary & Final	1	3	East side of Lands End Dr.

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

MOTION was made by Jason Black seconded by Stanley Hill to approve the following Change Orders for Phase III of the Courthouse renovation project; \$45,552.09.

- Garber Time & Material Structural Repairs – change order is for the second draw of the structural repairs to the walls and floors for previous openings placed in walls and floors; \$46,042.50
- Veep Electrical CO#03 – to install “pull box” station in the Northwest corner on the exterior of the building in order to alleviate the amount of bends in a single run for conduit; \$1,209.59
- Veep Electrical CO#04 – reduce the fire pump feeder size from 500 MCM copper wire with a 250 MCM neutral conductor; (\$1,700.00)

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

MOTION was made by Jason Black seconded by Steve Turner to approve the following Change Orders for the Jail Expansion project in the amount of \$13,129.72.

- Veep Electric Service Inc. CO#09 - wiring for auto flush valve in control; \$240.90
- Veep Electric Service Inc. CO#10 - condensate pump circuit; \$366.47
- Veep Electric Service Inc. CO#11 - power for UPS; \$1,343.91
- Veep Electric Service Inc. CO#12 - circuitry for PLC cabinet; \$393.05
- Veep Electric Service Inc. CO#13 - intercom circuit; \$252.45
- Veep Electric Service Inc. CO#14 - circuitry for smoke dampers; \$738.83
- Veep Electric Service Inc. CO#15 - circuitry for smoke evac. interlocks; \$3,975.18
- Veep Electric Service Inc. CO#16 - wiring & light fixtures in mezzanine; \$300.00
- Veep Electric Service Inc. CO#17 - conduit for telephone to PLC; \$206.43
- Veep Electric Service Inc. CO#18 - add annunciators in original bldg; \$4,312.50
- Premier Structures, Inc. CO#11 - handrail at temporary mezzanine; \$1,000.00

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 Jason Black and seconded by Ben Harrison to approve Shades Glass Tinting to install SV-10 one-way mirrored film, not in contract for the jail expansion project; in the amount of \$3,315.00.

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

Motion was made by Jason Black and seconded by Steve Turner to leave the county's insurance providers for Basic & Voluntary Term Life, Long Term & Short Term Disability, and Basic & Voluntary AD&D with American Fidelity and One America.

The Chairman asked if there was any discussion. Commissioner Black thanked the Chairman for bringing other companies in for comparison and stated it's always good to have other options. I feel this is best for our employees and for me. I have had to use American Fidelity in the past and I'm proud to vote for them.

Commissioner Harrison recommended having only one open enrollment instead of two as it is currently set up.

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

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Commissioner Hill: said his district had done a lot of road repairs and ditching and thanked the District 1 employees for all their hard work this summer. He encouraged the citizens to call if they see any problem areas.

Commissioner Turner: said his district is wrapping of the last round of mowing for the season. His district is waiting on the contractor for the paving of Glover Road and Eastland Drive.

Commissioner Black: checked on the Fielding Road Bridge project this morning and it is looking good. He stated that his district is in line to get Ezell Road paved, part of Huntsville-Brownsferry from Tanner Post Office to Highway 31 and on the opposite side, turning lanes put in at Huntsville-Brownsferry turning west.

Commissioner Harrison: said his district will be asphaltting spot repairs on Blue Springs Drive and the north end of Motor Cross Road. He identified Motor Cross as a road Limestone County shares with Lauderdale County. He is investigating taking the Gypsy Ferry Bridge ATRIP project out of ATRIP and doing it themselves with concrete pipes as opposed to the boxed culverts .

Chairman Yarbrough: thanked everyone for attending.

Recessed at 10:28 a.m. until 10:00 a.m. on Wednesday, October 28, 2015, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.