

**MINUTES, LIMESTONE COUNTY COMMISSION, JULY 6, 2021  
COMMISSION MEETING**

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: Daryl Sammet, Danny Barksdale, Jason Black, and LaDon Townsend. Absent: None. Collin Daly, Chairman presided.

Lori Wilson, Treasurer with Learn to Read, addressed the Commission explaining the many benefits of the Learn to Read program and requested an appropriation for the next fiscal year budget in the amount of \$7,500.00.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of June 21, 2021.

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

**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve the following claims

6/25/2021	Check # 61909 - 61964	\$ 1,593,789.34
6/30/2021	Check # 61965 - 62025	<u>\$ 169,742.87</u>
	TOTAL	\$ 1,763,532.21

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

**MOTION** was made by Jason Black and seconded by Danny Barksdale to approve a Work Squad Agreement with Alabama Department of Corrections.

WORK SQUAD  
AGREEMENT

This Work Squad Agreement has been entered into by \_\_\_\_\_

("Agency") and the Alabama Department of \_\_\_\_\_  
Corrections("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,

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WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

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

**TERMS**

1. **TERM.** The term of this Agreement shall begin on July 6, 2021 the date last signed below and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.
2. **SUPERVISOR PLAN.** Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state, Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. **NUMBER.** The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.
4. **SCHEDULE.** Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.
5. **PAYMENT.** In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars (\$15.00) per inmate, per day. For the purposes of this Agreement, any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.
6. **TRANSPORTATION.** Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by {choose one] Agency ADOC (additional charge of \$5.00 per inmate, per day if transported by the ADOC).

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7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.
8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the site discretion of the ADOC, result in immediate termination of this Agreement.
9. PROTECTIVE EQUIPMENT. Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.
10. MEDICAL. In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible, Agency will not be responsible for the payment of any medical expenses.
11. TERMINATION. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
12. NOTICE. Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.
13. NO ASSIGNMENT. At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or

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allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. ADR. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.

15. COMPLIANCE. The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting there from. Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates — with or without the consent of the inmate — is illegal.

Under Alabama law, it constitutes a felony — custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct — including suspected conduct — that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. MERGER. The Parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.

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Agency Representative

\_\_\_\_\_

ADOC Warden/Designee

Printed Name

Date

\_\_\_\_\_

Printed Name

Date

CONTACT  
INFORMATION

\_\_\_\_\_  
ADOC Warden's Designee/  
Institutional Contact Person

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Agency Supervisor/Representative

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Invoice Address

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

\_\_\_\_\_

\_\_\_\_\_

SUPERVISOR PLAN

Date Requested:

\_\_\_\_\_

Name of ADOC Institution:

\_\_\_\_\_

Name of Agency:

\_\_\_\_\_

Name of Supervisor(s)/Representative(s):

\_\_\_\_\_

Type of work needed:

\_\_\_\_\_

\_\_\_\_\_

\*The work shall only before the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

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Number of inmates requested:

\_\_\_\_\_

Location of Work Site.

\_\_\_\_\_

\* No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Additional information may be provided on a separate page, if needed

Agency Supervisor/Representative Signature: \_\_\_\_\_

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

Warden/Designated \_\_\_\_\_

#1

**RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS**

In order to assist you in your assignment, the following requirements are provided for your intonation. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.
2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.
3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.
4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief

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and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.

5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.
6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.
7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.
8. Inmates will obey the orders and instructions of their work supervisor(s).
9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.
10. Inmates will not be allowed to have visitors at the job site.
11. Inmates will not be allowed to drive vehicles unless authorized by the warden.
12. Inmates are not allowed to work on personal property of any description while at the job site.
13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.
14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).
15. Radios will not be allowed at the work site.
16. Books, magazines, or newspapers will not be allowed at the work site.
17. An inmate may not possess any keys, except in the performance of his/her job.
18. Personal hygiene will be maintained by each inmate at all times.

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#2

**RULES AND KEY ISSUES FOR DEPARTMENTAL  
AND NON-DEPARTMENTAL SUPERVISORS**

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.
2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.
3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.
4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.
5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.
6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.
7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."
8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.
9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized



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absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

#2 (Continued)

- a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
- b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
- c. Note the direction in which the escapee was headed if known, or last known location.
- d. [If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
- e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
- f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
- g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
- h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
- i. Record events accurately in writing as soon as possible.

10. Simple guide to writing a report containing the information usually needed:

- a. WHO — inmate and/or person(s) involved
- b. WHAT - what took place/what did you do
- c. WHEN — date and time, d, WHERE — location of events or situation
- e. HOW — how did the incident take place

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.

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12. Supervisors shall not allow inmates to pick up or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.

13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

#2 (Continued)

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. inmates are to address supervisors appropriately.

15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.

16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.

17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.

18. Gambling of any kind by staff or inmates is strictly prohibited.

19. Drugs and/or alcoholic beverages are strictly prohibited.

20. Ensure all safety requirements are adhered to at all times.

21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

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

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**MOTION** was made by Jason Black and seconded by LaDon Townsend to approve Investing in Alabama Counties Program Maintenance & Support Membership Agreement.

**Association of County Commissions of Alabama  
Investing in Alabama Counties Program  
Maintenance and Support Membership Agreement**

The American Rescue Plan Act of 2021

Pursuant to the American Rescue Plan Act of 2021, federal funds will be allocated directly to Alabama counties based on the county share of the U.S. population based on the most recent data available from the U.S. Census Bureau. The first half of these funds will be distributed in May 2021 and the second half will be distributed not sooner than 12 months later. These funds are designed to aid in response to the COVID-19 public health emergency and its negative impacts. The funds are to be used by December 31 , 2024.

Pursuant to the American Rescue Plan Act of 2021, allowable uses of these funds are:

- to respond to the public health emergency with respect to COVID-19; ■to provide assistance to households, small businesses and nonprofits related to the negative economic impacts of COVID-19; ■ to aid impacted industries such as tourism, travel and hospitality; ■ to provide for government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency;
- to make necessary investments in water, sewer or broadband infrastructure; or ■ to include premium pay for eligible workers performing essential work (as determined by each state) during the pandemic.

The United States Treasury is expected to issue more detailed guidelines for the expenditure of these funds in the near future. Alabama law will govern ways counties can offer services. Local governments are ultimately responsible for the appropriate use of the funds and should ensure that the proper internal controls are in place.

Purpose of the ACCA Investing in Alabama Counties Program

The Association of County Commissions of Alabama (The Association) is organized for the purpose of promoting better county government, economy, efficiency in office, and representing the interests of the several counties of the State. The Association acts as an agency of cooperation among Alabama's counties and other governmental bodies for the advancement of the joint and several interests and general welfare of its members. The Association wishes to partner with counties in developing programs that best meet the needs of the participating counties and have the greatest lasting impact for each county. The Investing in Alabama Counties Program will serve as an educational, intergovernmental, compliance and technical resource to participating counties for the

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administration, planning, management and completion of projects authorized by the American Rescue Plan Act.

Based upon the foregoing, the Association of County Commissions of Alabama (hereinafter "The Association") and Limestone County Commission (hereinafter "The County") do hereby enter into this Maintenance and Support Membership Agreement (hereinafter "Agreement").

1. Pursuant to authority granted in Ala. Code S 11-1-15, Code of Alabama (1975), The County hereby agrees to participate in The Association's Investing in Alabama Counties Program wherein The Association will provide administrative, planning, management and completion support in the areas of educational, intergovernmental, compliance and technical assistance related to the use of funds received by The County from the American Rescue Plan Act of 2021.

2. The County understands and agrees that it will provide The Association with all information, cooperation and assistance that, in the opinion of The Association, is necessary for the proper implementation of this Agreement.

3. In maintenance and support of The Association's Investing in Alabama Counties Program, The County hereby agrees that it will appropriate to The Association a flat fee of 6% on the first \$7 million in funds to be received and 4% on any funds to be received in excess of \$7 million.

4. The County agrees that it will report to The Association the amount of the funds the County receives as the first tranche payment within 30 days of receipt of the funds or within 30 days of entering into this agreement whichever occurs later. The County agrees that it will report to The Association the amount of the funds the County receives as the second tranche payment and any subsequent payment within 30 days of receipt of the funds or within 30 days of entering into this agreement whichever occurs later.

5. The Association will provide an invoice to the County based on the funds received by the County as the first tranche payment, with the fee to be paid in accordance with the terms of paragraph 3 to the Association no later than October 6, 2021. The Association will provide an invoice to the County based on the funds received by the County as the second tranche payment and any subsequent payment with the fee to be paid in full to the Association within 30 days of receipt of an invoice.

6. The County agrees that it will comply with the requirements of The American Rescue Plan Act of 2021, any written guidelines provided by the United States Department of Treasury or the Office of the Inspector General, and all applicable requirements under Alabama or federal law. The Association will not be financially and/or legally responsible for any misuse of the funds by the County.

7. All parties understand and agree that all information exchanged with each other and/or any other entity pursuant to this Agreement and any procedures for the implementation, operation, or administration of the Investing in Alabama Counties Program, including but not limited to printed, written, oral, or computer formatted information, shall be held in the strictest confidence and shall be used solely for the purposes that are the subject of this Agreement, unless otherwise provided by law. Both parties shall fully maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination, unless otherwise provided by law.

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8. Both parties agree that this Agreement shall become effective upon execution by both parties and remain and continue in full force and effect until December 31, 2024, unless and until terminated in writing by either party upon 90 days written notice to the other party. Upon termination of the Agreement, a refund will be limited to unearned fees.

9. By signing this Agreement, both 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 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. A party found to be in violation of this provision shall not be entitled to a refund of any fees previously paid.

10. This Agreement is not assignable or transferrable to any other party.

11. This Agreement shall be construed, and the provisions hereof interpreted under and in accordance with the laws of the State of Alabama.

12. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

13. The terms of this Agreement may be supplemented, amended or modified as necessary under the provisions of the American Rescue Plan Act of 2021 or federal or state guidance and to allow for the best delivery of services to the County. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

14. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express, or implied.

Executed on this the 6<sup>th</sup> day of July 2021.

THE COUNTY

ASSOCIATION OF COUNTY  
COMMISSIONS OF ALABAMA

BY: \_\_\_\_\_  
Signature of Authorized Agent

BY: \_\_\_\_\_  
Signature of Authorized Agent

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Title

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Title

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

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend to transfer Audrey Kilpatrick from Administrative Clerk to Tag Clerk.

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

**MOTION** was made by LaDon Townsend and seconded by Jason Black to promote Daniel Craig to Patrol Sergeant.

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

**MOTION** was made by Jason Black and seconded by Daryl Sammet to approve to hire Tami Cartwright as Office Assistant at Council on Aging.

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

**MOTION** was made by LaDon Townsend and seconded by Danny Barksdale to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Jamie Ezell	Appraisal Clerk	7/25/2021
Makayla Kennedy	Appraiser	7/5/2021
Michelle Burns	Appraisal Clerk	7/21/2021

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

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**MOTION** was made by Danny Barksdale and seconded by Jason Black to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Town Mill Phase 1	Major	Preliminary	121	2	East side of Mooresville Rd approx. ½ mile North of Huntsville Brownsferry Rd
Betty Lu Subdivision	Minor	Preliminary & Final	3	2	Southwest corner of Hastings Rd & Pepper Rd intersection

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

**MOTION** was made by LaDon Townsend and seconded by Jason Black to remove the following from inventory:

Department	Item	Serial #
<b>EMA</b>	<b>(3) Microsoft Surfaces</b>	<b>18816-18819</b>

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

Commissioner Daryl Sammet reported that paving season is going well, and he expressed his appreciation for all the work that the employees had been contributing to the paving season.

Commissioner Jason Black reported that District 3 was also in paving season, and they were doing a fantastic job. Commissioner Black stated, "It's amazing how much we have improved on the engineering aspects of paving." Commissioner Black also mentioned the retirement of EMA Director, Rita White, and stated, "She's been fantastic for our county, and we are going to miss her."

Commissioner LaDon Townsend reported that District 4 was bush hogging and thanked Commissioner Black for allowing him to use one of District 3's bush hogs. Commissioner Townsend stated, "I am running two tractors, and we are really trying to get caught up this year."

Chairman Collin Daly requested that the records reflect that budget hearings would begin at 1:30 p.m. today and thanked the departments for getting their budgets ready. Chairman Daly also thanked Rita White for her service and noted that Eddie Gilbert

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would be Interim EMA Director. The Chairman further thanked Governor Ivey for attending the ribbon cutting for the grand opening of the Athens Veterans Museum and Archives and further commented on the great things that the Museum has done.

Adjourned at 10:14 a.m. until 9:00 a.m. on Monday, July 19, 2021 at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.