

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 20, 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 Absent: LaDon Townsend. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Danny Barksdale and seconded by Jason Black to approve the minutes of September 7 & 16, 2021.

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve the following claims

9/03/2021	Check # 62599 – 62654	\$552,422.08
9/10/2021	Check # 62655 – 62711	<u>\$157,501.25</u>
	TOTAL	\$709,923.33

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve a Resolution to authorize the Chairman to enter a contract with Contech Engineered Solutions in the amount of \$67,025.65 to construct and deliver a large box culvert required to improve drainage conditions along Chapman Hollow Road. Said Resolution is due to Limestone County receiving a Community Development Block Grant.

LIMESTONE COUNTY COMMISSION

RESOLUTION#:

WHEREAS, the Alabama Community Development Block Grant Program has been established to assist local governments in meeting community development and housing needs consistent with the objectives as set forth in Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Limestone County has received a Community Development Block Grant to construct road and drainage improvements along Chapman Hollow Road.

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THEREFORE, in accordance with CDBG regulations the Limestone County Commission has solicited bids and received no bids from qualified materials suppliers to provide the large box culvert required to improve drainage conditions along Chapman Hollow Road.

NOW, THEREFORE, be it resolved that in accordance with the Alabama Public Works Law and County's approved Purchasing Policies and Procedures the Limestone County Engineering Department has negotiated a price below the approved project budget amount with Contech Engineered Solutions to construct and supply the above referenced box culvert; and

THAT, Collin Daly, Chairman, be and is hereby authorized to enter a contract with Contech Engineered Solutions in the amount of \$67,025.65 to construct and deliver the above referenced box culvert.

READ AND ADOPTED this the 20th day of **September 2021**.

Signed for the Limestone County Commission:

By: _____
Collin Daly, Chairman

Attest:

Ellen Morell, County Administrator

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve grant award from Alabama Mountains Rivers & Valleys RC&D Council to build ADA compliant bathrooms at the Limestone County Farmers Market. The award amount is \$12,000. If approved, the County Commission agrees to pay the remainder of the project. The total project cost is estimated to be \$24,500. The County Commission will pay \$12,500.

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**Alabama Mountains
Rivers & Valleys**

5514 US Highway 31S Hartselle, AL 35640
(256) 773-8495

Cooperative Agreement

This Agreement is made and entered into on October 1, 2021 by and between the Alabama's Mountains, Rivers and Valleys Resource Conservation and Development Councils, Inc. (hereinafter called the "Council"), and **Limestone County Commission** (hereinafter called the "Grantee").

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **Athens Limestone Farmers Market ADA Bathrooms**.

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:

- A. To provide \$12,000.00 after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2021 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations and are subject to proration if ordered by the State Finance Director.
- B. To only fund other non-profits or units of government. Exceptions would be rare and determined by the AMRV-Board.
- C. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- D. Payment of grant funds will be made on a reimbursement basis after all items listed in G are completed and reported.

2. The Grantee Agrees:

- A. Use the funds only on a project that will have public benefits.
- B. Document the total value of the project in the final report.
- C. Operate and maintain the project with local resources.
- D. Allow pre-arranged public tours of the project.
- E. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
- F. To spend grant funds only on items included and approved in the project proposal.

G. Submit Required Documentation:

- a. Return this signed COOPERATIVE AGREEMENT WITHIN 15 DAYS. **IF WE DO NOT RECEIVETHIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.**
- b. Provide a written or verbal status report prior to the AMRV RC&D Spring Quarterly Meeting in April 2022. If at all possible, we would love for you to attend this meeting and present in person.
- c. Complete the project according to the identified budget / deliverables and have the appropriate documentation in our office on or before August 1, 2022. A budget revision may be approved by the RC&D in certain cases. All unused funds must be returned to the **AMRV RC&D**.
- d. All final reports will be submitted online at the completion of the grant.
- e. Submit copies of invoices and proof of payment by uploading to website or sending via email at the time the final report is completed
- f. Upload photos to website or submit via email.
- g. Notify the RC&D office when the project is ready for pictures, two weeks prior if possible.

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- h. Give credit to the Alabama's Mountains, Rivers and Valleys RC&D Council **on press releases & publications**. Please notify AMRV RC&D prior to releasing any information to the press. Failure to recognize the AMRV RC&D may result in forfeiting your right to participate in future grant programs.
 - i. Call or contact Projects Manager Celia Moore @256-773-8495 or email to celia.moore@amrvrcd.com with questions relative to spending funds.
- H. **All funding will be distributed on a reimbursement basis. Please note AMRV-RC&D will not reimburse for food, drinks or awards.** Exceptions can be determined by the AMRV RC&D's Executive Director.
- I. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and the right to examine all records, books, papers or documents related to this agreement for up to three years after the funded project is completed.
- J. **Project funds will be LOST OR re-allocated IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY August 1, 2022.** If you will be unable to complete your project by August 1, 2022, please notify Celia Moore @ (256) 773-8495 as soon as possible. This should be a rare occurrence! Grantees who have not started or made significant progress on their grant project by June 1, 2022 are SUBJECT TO REVOCATION OF ALL FUNDS.
- Grantees who are not able to utilize the grant funds by August 1, 2022 AND DID NOT NOTIFY AMRV-RC&D BY JUNE 1, 2022 will not only lose the funds but, may also forfeit their right to participate in future grant programs.***
- K. Provide the AMRV-RC&D with a Federal Tax ID number
3. **It is mutually agreed:**
- A. This agreement shall become effective on the date appearing in the first paragraph.
 - B. This agreement may be revised upon mutual consent of both parties.
 - C. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
 - D. By signing this agreement, you are authorizing AMRV RC&D to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Limestone County Commission Athens Limestone Farmers Market ADA Bathrooms \$12,000.00
Signatures

AMRV RC&D

Date

Responsible party Limestone County Commission

Date

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve a grant agreement with The Alabama Department of Youth Services for funding of a diversion program through the Juvenile Probation Office. The funding is \$49,756 beginning October 1, 2021 through September 30, 2022. There is no County match.

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2021-2022

The Alabama Department of Youth Services hereby awards to
Limestone County Commission
(Fiscal Agent, hereinafter called Recipient)

The amount of Forty-nine thousand seven hundred fifty-six and no/100 dollars (\$49,756.00) These funds shall be used for non-residential diversion services for *Limestone County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Limestone County Juvenile Court (LCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **45** youth annually with an ongoing capacity of **15** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses. These funds shall be utilized for the following purpose/activities:

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

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:

- Males / Females between the ages of 11 - 18
- Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website

- Be developed by or in collaboration with the *Limestone County Juvenile Court (LCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

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- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

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

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

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include court referrals, JPO reports, service plans, progress notes and termination summaries. The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____ BY: _____

Steven P. Lafreniere
Executive Director

Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 20TH day of September 2021.

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BY: _____

BY: _____

Program Director/ Agent

Limestone County Commission

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve a Memorandum of Understanding with the Family Life Center, Inc. to provide outpatient substance abuse treatment and services for adolescents referred by the Juvenile Probation Office. The MOU begins October 1, 2021 and ends September 30, 2022 for a total cost of \$15,000 to be paid with funding through the Alabama Department of Youth Services grant.

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

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Family Life Center, Inc., herein after referred to as FLC, and the Limestone County Commission, herein after referred to as LCC. The service period for this MOU begins October 1, 2021 and continues through September 30, 2022.

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 the Juvenile Probation Office. Services to be provided under this MOU will be conducted at the Limestone County Juvenile Probation Office in Athens, AL.

B. SERVICES TO BE PROVIDED:

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

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

C. DRUG SCREENS:

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

D. PAYMENT FOR SERVICES:

FLC will provide services for a total of \$15,000 for the period between October 1, 2021 and September 30, 2022. 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

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Attention: Tara Pressnell, Chief JPO
1109 W. Market Street, Suite D&E
Athens, AL 35611
Invoice may be emailed to: sonya.anthonv@limestonecountv-al.gov

Payments will be sent to:
Family Life Center, Inc.
3022 Greenhill Blvd.
Fort Payne, AL 35968

E. SCHEDULING:

JPO referrals will be coordinated through the Limestone County Juvenile Court Mental Health Liaison or a process mutually agreed upon. Questions regarding intakes and referral under MOU should be directed to Sheree Logan at (256) 538-7458 or shereel@familvlifecenter.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.

Collin Daly, Chairman
Limestone County Commission

Gene Cleckler, Executive Director
Family Life Center, Inc.

Date

Date

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

MOTION was made by Danny Barksdale and seconded by Jason Black to approve an Agreement with Katye Hanson for the position of Community Service Coordinator with the Juvenile Probation Office Diversion program. The Agreement begins October 1, 2021 and ends September 30, 2022 for a cost of \$25,974 to be paid with funding through the Alabama Department of Youth Services grant.

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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, 2021 and ending September 30, 2022, 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 nonprofit community agencies utilizing the services of juveniles ordered to perform community service hours.

C. Submit updated information on the status of each juvenile's completion, partial completion of or non-compliance with ordered community service hours each week to the

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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.

D. LCC shall provide \$25,974 to the Community Service Coordinator for carrying out the goals and objectives listed in this agreement. This provides 30 hours per week at \$16.65 per hour for 52 weeks for a total of \$25,974. The LCC will be invoiced bi-weekly by Katie Hanson (CSC) for 60 hours (30 hours per week). The Community Service

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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 Katye 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.

Collin Daly, Chairman
Limestone County Commission

Katye Hanson
Community Service Coordinator

Date

Date

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

MOTION was made by Jason Black and seconded by Daryl Sammet to authorize the Chairman to approve an Agreement with Tracking Solutions for electronic monitoring services with the Juvenile Probation Office Diversion program. The Agreement begins October 1, 2021 and ends September 30, 2022 for an approximate cost of \$7,000 to be paid with funding through the Alabama Department of Youth Services grant.

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

This Agreement, **effective as of October 1, 2021** (“the effective date”), is between **Tracking Solutions**, a sole proprietorship (“Company”), having an office at 239 Veteran’s Pkwy, Suite FI, Murfreesboro, TN 37128 and **Limestone County Commission** (“Customer”), a government agency, having an office at 310 W. Washington St. Athens, AL 35611.

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

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

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

1. **Scope of Work:** Company will provide Customer electronic monitoring equipment. Customer will receive and process alarms in the manner that best suits the needs of the Customer. Company shall facilitate initial and on-going training as well as provide equipment as needed.
2. **Agreement Term and Renewal:** This Agreement shall begin on the Effective Date for a one (1) year term as provided herein (“Initial Term”), ending on September 30, 2022. Following the Initial Term, this Agreement, its terms and conditions, and authorized amendments, may renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date; but only at Limestone County’s approval. However, either party may terminate this

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Agreement at any time with or without cause by providing at least ninety (90) days written notice of termination to the other party. Customer shall pay Company for the equipment and/or services provided as set forth in the Attached Exhibit for the period prior to and after such termination notice and until such time as the equipment is returned to Company

3. **Customer Obligations:**

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

3.2 **Computers/Phones:** Customer shall provide its own computer hardware and internet access that meets manufacturer's minimum requirements for access to the monitoring service. Customer is responsible for providing computer and/or phone access to receive alarms per the alarm protocol chosen by Customer.

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

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

3.5 **Invoices:** Customer will receive a detailed invoice monthly. Customer shall notify Company of any discrepancies. If Company is not notified within sixty (60) days of any discrepancies, the invoice will be considered complete and accurate.

4. **Company Obligations:**

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

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

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

4.4 **Training:** Company will provide Customer reasonably necessary training for personnel who shall be monitoring individuals so that personnel may properly use the user interface for monitoring individuals. Training may be in

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via person or webinar, depending upon the initial quantity of individuals to be monitored. Customer access to the software shall be generally limited to password-controlled internet access and no software will be delivered to Customer.

4.5 **Customer Support:** Company shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to the equipment, monitoring services and overall operation of the monitoring system. Customer support shall include answering Customer questions, technical support, equipment information, and software assistance. Customer support will be provided from Company as well as the equipment manufacturer.

4.6 **Pricing:** See Attachment A

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

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

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

Notwithstanding anything to the contrary in this Agreement, Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, THE EQUIPMENT, THE USER INTERFACE OR THE MONITORING SERVICE. Company is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access, the user interface, the failure to follow any instructions or abide by any policies related thereto or to the monitoring service, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of the equipment, user interface or monitoring service to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Company. Customer's sole remedy against Company for any failure whatsoever relating in any way to the use of equipment, monitoring and other services all be limited to the replacement of equipment, if applicable; provided that any such failure of equipment, monitoring and other services was not caused by any act or omission on part of Customer. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Company's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes.

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

8. Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

8.10 **Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) on the date sent by facsimile or electronic mail if sent during normal business hours, and otherwise on the next business day if sent after normal business hours of the recipient, (c) on the date of the recipient's signature if sent via an overnight service or (d) on the 3rd business day following the date of mailing if sent via USPS.

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

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

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

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

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

COMPANY: <u>Tracking Solutions</u>	CUSTOMER: <u>Limestone County Commission</u>
Printed Name: <u>Kristen Zachary</u>	Printed Name: _____
Signature: _____	Signature: _____
Title: <u>Owner</u>	Title: <u>Chairman</u>
Address: <u>239 Veteran's Pkwy, Suite F-1</u> <u>Murfreesboro, TN 37128</u>	Billing Address: <u>310 W Washington Street</u> <u>Athens, AL 35611</u>
Phone: <u>615-337-9367</u>	Billing Phone: <u>256-233-6400</u>
Email: <u>kristen@TrackingSolutionsNow.com</u>	Billing Email: <u>sonya.anthony@limestonecounty-al.gov</u>

PRICING SCHEDULE

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GPS TRACKING						
Product Name	Service	Alarm Notification	Data Collection Times	Daily Rate 0-9 Active Devices	Daily Rate 10-24 Active Devices	Daily Rate 25+ Active Devices
ReliAlert™ GPS Device ¹	ReliAlert™ Premium and Standard	Includes Monitoring center Alarm intervention. Mata reported in real time. Alarm notification via voice, email and/or text including calls to officer and to individual on device. Each alarm is customized for your agency. Ideal for highest risk or domestic violence cases.	1 minute or 5 minutes	\$6.50	\$6.00	\$5.50
	ReliAlert™ Passive	Data reported in real time hut NO teal time alarm notification. Alarm notification via daily alarm report	5 minutes	\$6.00	\$5.50	\$5.00
Shadow™ GPS Device ¹	Shadow™ Active	Includes Monitoring Center Alarm Intervention: Data reported in real time. Alarm notification via voice, email and/or text including calls to officer. Each alarm is customized for your agency.	1 minute	\$6.50	\$6.00	\$5.50
	Shadow™ Passive	Data reported in real time but NO real time alarm notification. Alarm notification via daily alarm report	1 minute	\$5.50	\$5.00	\$4.50
Inactive GPS devices	n/a	n/a	\$1.50	\$1.50	\$1.50 10% of active devices credited	\$1.50 + 10% of active devices credited

APP TRACKING						
Product Name	Service	Alarm Notification	Data Collection Times	Daily Rate 0-9 Active Devices	Daily Rate 16-24 Active Devices	Daily Rate 25+ Active Devices
Empower™ Victim App ²	Victim App	Notifies victim of offender proximity regardless of location. Includes panic button. Real time notification via phone/ text/email.	n/a	\$1.25	\$1.25	\$1.25
VCheck24™ App Tracking ²	Offender Tracking via App	Offender tracking via smartphone app. Real time notification via email or text.	every 3-5 min..while moving	\$3.50	\$3.25	\$3.00

ALCOHOL TRACKING			
Product Name	Service	Alarm Notification	Daily Rate
SoberLink Handheld Alcohol Device	Active alcohol detection via Handheld device	Email and/ or text + daily report	\$6.00
TAD Transdermal Alcohol Device	Passive alcohol detection via transdermal	Email and/ or text + daily report	\$8.00
Inactive Alcohol Device	n/a	n/a	\$1.50

■Optional insurance for ReliAlert™, Shadow™ and BacTrack™ equipment.

There is a \$0.50 per calendar day insurance option that will cover certain lost, stolen or damaged equipment assigned to Customer. The insurance charge applies to all devices, active or inactive. There is a \$50.00 deductible applied to the transmitter, if unrecovered. There is a \$15.00 deductible for the charger, if unrecovered. Idle charges will continue until equipment has been reported as lost/ stolen/damaged, at which time daily charges cease. *If the insurance option is not selected, Customer will be responsible for all damaged, lost, stolen equipment at the normal replacement rate. If no option is selected by the Customer, Company will assume Customer does not want insurance.* The insurance may be added or removed from the account at any time by written permission from the Customer. Insurance is not available for the SoberLink device.

Choose One of the following: _____ Insurance Accepted _____ Insurance Declined

²Requires smart phone and data plan.

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

MOTION was made by Daryl Sammet and seconded by Jason Black to authorize the Chairman to approve a Service Agreement with Mental Health Center of North Central Alabama, Inc. to continue providing an on-site Juvenile Court Liaison for forty (40) hours per week. The Agreement begins October 1, 2021 and ends September 30, 2022 for a cost of \$58,905.00 annually.

MENTAL HEALTH CENTER OF NORTH CENTRAL ALABAMA, INC.

and

LIMESTONE COUNTY, BOARD OF COUNTY COMMISSIONERS

SERVICE AGREEMENT

The Mental Health Center of North Central Alabama, through the auspices of its outpatient treatment facility in Limestone County, the Athens-Limestone Counseling Center, herein after referred to as ALCC, and the Limestone County, Board of County Commissioners, herein after referred to as Commission, do enter into an agreement for ALCC to continue providing Commission with a Juvenile Court Liaison (JCL) with the following characteristics:

1. This service agreement will go into effect October 1, 2021 and will continue through September 30, 2022.
2. Beginning October 1, 2021 ALCC will continue to provide Commission with an on-site Juvenile Court Liaison. JCL will provide services for the District Court of Limestone County or as specified by Commission.
3. ALCC JCL will provide on-site services for forty (40) hours per week during the normal Monday through Friday work schedule. Work schedule will be mutually agreed upon between ALCC and Commission.
4. ALCC JCL services will include but are not limited to: mental health assessments; mental health evaluations; crisis counseling and interventions; individual, group and family counseling; consultation to District Court staff, adolescent anger management classes and other related services as needed. Prioritization of JCL services will remain a function of Chief District Judge of Limestone County.
5. Commission agrees to provide in-kind contributions of office space and furniture as well as reasonable access to a phone, internet access, copying machine, fax and the like in order for the JCL to carry out their job duties.
6. Commission and the District Court of Limestone County will abide and follow all state and federal requirements for sharing client protected health information (PHI).

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7. Rates for stated JCL services will be fifty-eight thousand, nine hundred and five dollars (\$58,905) annually or four thousand, nine-hundred and nine dollars (\$4,909) per month. Method of invoicing will remain consistent with established JCL invoicing practices.

Monthly payments for JCL services are to be sent to:

Mental Health Center of North Central Alabama, Inc. Attention:
Melanie Reid, CFO 1316 Somerville Road, SE, Suite 1 Decatur,
Alabama 35601-4317
(256) 260-7342 / (256) 355-6092 fax / Mreid@mhcna.org

This service agreement shall be in effect upon completed signatures. Either party may dissolve this agreement by providing thirty (30) days written notice to the other party.

Collin Daly, Chairman
*Limestone County, Board of
County Commissioners*

Lisa S. Coleman, Executive Director
*Mental Health Center of North Central
Alabama, Inc.*

Date

Date

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve a License Agreement to allow Recovery Services of Dekalb County, Inc. the privilege to enter Suite C located at 503 South Jefferson Street for the purpose of providing services in conjunction with the Limestone County Community Corrections Program for a monthly fee of \$1,000. The Agreement begins October 1, 2021 and ends September 30, 2022.

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

LICENSE AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Limestone County Commission, as the governing body of Limestone County, Alabama, hereinafter referred to as "LICENSOR" does hereby grant unto Recovery Services of Dekalb County, Inc., an Alabama not-for-profit corporation, hereinafter referred to as "LICENSEE" on and effective the 1st day of October 2021, the privilege to enter upon that certain real property of LICENSOR located at 503 South Jefferson Street, Athens, Alabama 35611, in Limestone County, Alabama, and specifically within Suite C thereof, hereinafter collectively referred to as the "Premises" subject to the following terms and conditions:

1. LICENSEE shall have the privilege and license to enter upon the Premises and, as needed to access the Premises, the common areas thereof for the purpose of providing assessment, counseling, group meetings, intensive outpatient program (IOP) classes, and other such services

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in conjunction with and in furtherance of the Limestone County Community Corrections Program.

2. LICENSEE shall agree to pay to LICENSOR a monthly rental payment in the sum of \$1,000.00 payable in advance on the 1st day of October 2021 and on the 1st day of each month thereafter until the 30th day of September 2022.

3. This license hereby granted shall continue for a period of one (1) year, terminating at 4:30 p.m. CST, September 30, 2022 unless terminated as otherwise provided herein.

4. LICENSOR shall have the right to terminate this agreement and the privilege and license herein granted, without cause, upon giving thirty (30) days written notice to LICENSEE.

5. LICENSOR shall have the right to terminate this agreement and the privilege and license herein granted, effective immediately, if LICENSEE uses the Premises, or allows use of the Premises, for any purpose other than as contemplated herein in conjunction with and in furtherance of the Limestone County Community Corrections Program or for any unlawful purpose, up to and including any improper and unlawful use of the Premises by any of LICENSEE'S employees, agents, representatives, vendors, suppliers, or guests.

6. LICENSEE shall be permitted to enter upon the Premises with any and all equipment and supplies it deems necessary for the purposes set forth herein, and LICENSEE agrees to use the property in a lawful manner at all times.

7. It is acknowledged and agreed that LICENSEE'S primary use of the Premises will be during the normal operating hours of the Limestone County Community Corrections Program though LICENSEE shall not be prohibited from using the Premises in conjunction with and in the furtherance of the Limestone County Corrections Program after normal operating hours on nights and weekends. However, prior to any such use of the Premises after such normal operating hours of the Limestone County Community Corrections Program, LICENSEE shall give express notice of the days and times at which the Premises will be so used to the Director of the Limestone County Community Corrections Program and receive the Director's consent to so use the Premises at those times.

8. At the discretion of LICENSOR, LICENSEE may be provided its own access to the Premises by way of a key or other coded or permitted entry, and LICENSOR reserves the right to revoke any such access at any time for, but in no way limited to, the security and/or maintenance of the Premises or for such other reason as LICENSOR may determine in its sole discretion.

9. LICENSEE agrees to be responsible for any damages directly caused by it and/or its employees, agents, representatives, vendors, suppliers, and guests, and/or resulting from any of their use or misuse of the Premises, and LICENSEE agrees to indemnify and hold LICENSOR harmless therefrom, including any claim for workers compensation benefits that is brought by a covered employee or contractor of LICENSEE against it for such benefits.

10. LICENSEE shall not alter, manipulate, nail or drill into, or otherwise deconstruct any portion of the Premises or its doors, doorways, walls, ceilings, floors, electric and cable outlets,

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light fixtures, and the like without the express consent of LICENSOR or the Director of the Community Corrections Program, which consent shall not be unreasonably withheld.

11. LICENSEE shall carry and maintain, at its sole cost and expense, commercial general liability, property and premises liability, automobile liability, and workers compensation and employers liability insurance, all of which insurance, to the extent possible, shall name LICENSOR as an additional insured, and which insurance shall not be cancelled without thirty (30) days' notice of cancellation of any such insurance policies to LICENSOR, save circumstances where notice in such time period is not possible and LICENSEE notifies LICENSOR as soon as may otherwise be reasonably possible thereafter. LICENSEE shall provide proof and/or a certificate of such insurance, including with LICENSOR as an additional insured when applicable, to LICENSOR at such times as LICENSOR may reasonably request. LICENSEE shall be solely responsible for any insurance carried on its own personal property, business, employees, and the like, and LICENSOR shall have no obligation to so insure any such property or persons.

12. No amendment, modification or alteration of the terms of this license is binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

13. This Agreement and the privilege and license herein granted shall not be assigned by LICENSEE without the express written consent of LICENSOR.

14. The undersigned parties warrant and represent to the other that by signing this Agreement each has full legal power and authority to bind the other to the obligations herein.

15. The parties agree that this Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective on the day first above written.

LICENSOR
Limestone County Commission

LICENSEE
Recovery Services of Dekalb County, Inc.

Collin Daly, Chairman

Signature

By: _____
Print Name

Its: _____

ATTEST

ATTEST

Ellen Morell, County Administrator

Signature

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Print Name

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve a Court Referral Officer Contract between the Administrative Director of Courts and the Limestone County Community Corrections Program. The Contract begins October 1, 2021 and ends September 30, 2022 with the maximum amount to be reimbursed is \$31,920.

**COURT REFERRAL OFFICER CONTRACT
Between
THE ADMINISTRATIVE DIRECTOR OF COURTS
JUDICIAL BRANCH, STATE OF ALABAMA
and
Limestone County Commission**

This contract is made and entered into by and between the Administrative Director of Courts (hereinafter referred to as the "ADC") and Limestone County Community Corrections Program, (hereinafter referred to as the "Contractor").

Pursuant to the Mandatory Treatment Act of 1990, Section 12-23-4, Code of Alabama 1975, the ADC wishes to contract for Court Referral Officer ("CRO") services with you. Under this contract, the following services will be provided by the Contractor:

1. Work as a court referral officer for 40 hours a week in Limestone County, in accordance with Administrative Office of Courts ("AOC") criteria and the provisions of the Mandatory Treatment Act of 1990 (Section 12-23-1, et seq. Code of Alabama 1975). General supervision and direction of CROs will be provided by local judges, the ADC and the AOC Court Referral Staff in accordance with Section 12-23-4(a), Code of Alabama.
2. Provide evaluation, referral and placement for defendants who are referred in the above-listed jurisdiction(s). Such services will be provided in accordance with the Operational Screening Criteria, the statewide Court Referral Program Policies and Procedures Manual, as revised from time to time by the AOC, as well as utilizing AOC approved testing instrument(s) authorized by the ADC or his designee in writing.
3. Provide case management plans, monitoring, and drug testing services for all appropriate defendants in accordance with the Operational Screening Criteria, the statewide Court Referral Program Policies and Procedures Manual, and/or the CRO Field Manual, as revised from time to time by the AOC.
4. Monitor compliance by referred defendants with specific court orders.
5. Provide all recordkeeping services required by the AOC concerning all defendants referred for alcohol and drug intervention services pursuant to the Mandatory Treatment Act. Records shall include all financial documents containing information on evaluation, monitoring, drug testing, rescheduling, and any and all other fees collected by the CRO. These records are subject to review at any time, with or without notice. All CRO files are the property of both the AOC and the entity that has the contract for that area. Additionally, provide automated data to the AOC as required in a format compatible with the existing AOC database or any AOC database which may supersede the existing database during this contract period. All reports are due by the 10th of each month; reimbursement checks will not be released to you until AOC receives your report; failure to timely submit your monthly report may constitute immediate grounds for cancellation of this contract.

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- a. In order to provide a reputable, credible financial reporting system and to comply with the demands of the technology utilized, partial payments are not to be collected unless specifically ordered by the judge for a particular individual. In such case, a copy of this order must be included in the client's file and accompany each monthly report that includes the partial payment. Aside from this specific judicial order, full payment must be made, and a receipt generated upon receiving the full payment for the individual service.
- b. Reports should be reviewed by the submitting CRO and Director prior to their submission to AOC. Reports containing errors will not be sufficient for receiving the respective program's monthly reimbursement and funds will be held by AOC until corrected reports are submitted.
6. During the contract period, participate in CRO certification, and all continuing education training programs required by the AOC.
7. Utilize all available education and treatment services for defendants in accordance with the Operational Screening Criteria, policies and procedures established in the CRO Field Manual and the Court Referral Program Policies and Procedures Manual as revised from time-to-time by the AOC.
8. Collect, issue pre-numbered receipts for, and deposit daily in FDIC or FSLIC insured financial institutions, all assessment, monitoring, and indigent offender alcohol and drug treatment fees of defendants referred for alcohol and drug intervention services in accordance with the Mandatory Treatment Act and provide an accounting of such funds in conjunction with the regular annual audit. Such fees shall be forwarded by the tenth day of each month to the State Comptroller as provided by the Mandatory Treatment Act, utilizing standard reporting forms provided by the AOC. A copy of each report must also be provided to the CRO Program Manager at AOC. Failure to timely remit these fees shall constitute grounds for immediate cancellation of your contract. Additionally, you are expressly prohibited from using any defendant fees provided by this paragraph for personal or business use of any kind, as such practice will constitute immediate grounds for cancellation of this contract and may result in criminal prosecution.
9. Provide evaluation, referral, placement, case management plans, drug testing, and monitoring plans for all defendants granted diversion from prosecution for drug offenses established in Section 12-23-5, Code of Alabama 1975, by the prosecutor(s) in your service area.
10. Provide training and technical assistance to the judiciary, law enforcement agencies, treatment programs, and general public in the service area on the services provided/offered under the Mandatory Treatment Act in conjunction with the Court Referral Program staff at AOC.
11. In addition to these duties, a court referral officer must successfully attend, complete and become fully certified or maintain full certification status as a court referral officer following the annual court referral officer certification program. Failure to become certified or maintain full certification status as a court referral officer is cause for immediate termination of this contract.
12. Perform such other duties to further the purposes of the Mandatory Treatment Act as directed by the court or the ADC (or her designees).
13. Submit to an annual site visit by the AOC staff to audit adherence to the Court Referral Officer Field Manual. This site visit will be comprehensive every year. The comprehensive site visit will consist of a scoring system, multiple day visits and a jurisdictional Judges & Clerks survey or questionnaire that will determine if the contract will be offered to your agency or program the following year.
14. In order to develop an automated defendant tracking system which is uniform throughout the state, AOC is requiring all CRO contract providers to use MIDAS. The contractor will be granted Active Directory accounts for specific, designated Court Referral Officer Program users to access the MIDAS system at no charge. All components of MIDAS must be used by the contracting agency to include, but not be limited to reports, forms,

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accounting, and drug testing. The MIDAS Administrator has the right to immediately revoke or suspend a user or the contracting agency from the use of MIDAS for any detected, suspected or alleged misuse after consultation with, and the approval of, the State Coordinator of Court Referral Programs.

15. The Director must attend in person, or through a designated staff member by proxy all court referral meetings called by the AOC during the certification period. The director must personally attend at least 50% of those meetings. If the meeting is offered through Zoom or any other audio-video communication platform, the director or designee must be available for the Zoom meeting.

16. The Contractor's Local Policy and Procedure Manual must accompany this contract at the time of its submission.

17. In addition to Item 8 above, collect court costs, fines, fees and other assessments owed by defendants upon the discretion of the presiding circuit judge, circuit clerk, and the court referral director. Collection procedures for these monies will be provided by the Administrative Director of Courts or his designee(s).

18. Anti-"Double-Dipping" Policy: Court Referral Officers and monitoring specialists operating under a Community Corrections program are prohibited from assessing duplicative fees for providing the same service, also known as "double-dipping." For example, a CRO or monitoring specialist who monitors a defendant and assesses a monitoring fee under the auspices of the Mandatory Treatment Act of 1990 shall not also assess a "supervision fee" or "user fee" or any other fee authorized by the "Alabama Community Punishment and Corrections Act" when providing the same service to a defendant or where no additional service distinguishable from a monitoring session occurs. Violation of this policy shall result in immediate termination of the Court Referral Officer services contract.

Specific instructions relative to work to be performed under the terms of this contract will be provided by the ADC, her assigns or successors. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

The Contractor will be reimbursed monthly \$2,660.00 for services performed under the terms of this contract for CRO salaries, FICA, fringe benefits, administrative services, utilities, rent, office supplies and/or travel. The maximum total amount to be reimbursed under the terms of this contract is \$31,920.00. Billing must be provided by the Contractor to the AOC on a monthly basis. The Contractor and the ADC further agree that their mutual responsibilities provided by this agreement shall be contingent upon the availability of funds in the CRO Trust Fund for the performance of the agreement including the reimbursement of expenses, and that such responsibilities shall terminate if said funds cease to be available.

A detailed budget proposal outlining anticipated income and expenditures shall be submitted to AOC no later than November 1, 2021, or no more than 30 days after the effective date of this contract. Additionally, a Certified Financial Statement or an annual audit conducted by a Certified Public Accountant based on generally accepted accounting standards and procedures reflecting all revenue and expenditures for Fiscal Year 2019-20 shall be submitted to AOC by no later than September 30, 2021.

In the performance of his/her contractual obligations hereunder, the Contractor agrees that he/she will at all times indemnify and save harmless the Unified Judicial System, its elected and appointed officials, employees, and agents, including, the ADC, the AOC, the municipal, district, circuit, and other courts, their judges, clerks, registers and employees, from any loss or claim for damages of any nature whatsoever against those parties, arising out of its negligence, gross negligence, or willful misconduct in the performance of this contract by the Contractor, his/her successors or assigns, including claims by third parties. It is expressly understood and agreed by the parties hereto that no liability shall attach to the Unified Judicial System, the ADC, the AOC, or officials, employees, and agents thereof by reason of entry into this contract, except as expressly provided herein.

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The Contractor agrees at his own expense to obtain and maintain broad form comprehensive general liability insurance in an amount of not less than \$500,000.00 per occurrence, with umbrella coverage provided for a minimum of \$500,000.00. Such insurance coverage shall be maintained in full force and effect during the duration of this contract and for a period of one year following the expiration of this contract, or any renewal thereof. The Contractor also agrees to ensure that he/she will be bonded in an amount sufficient to cover any potential loss to the State of Alabama based on estimated revenues for the area served by your agency under this contract. Before this contract is effective, the Contractor shall furnish the ADC proof of insurance coverage by a certificate of insurance and proof of adequate bond. The Contractor agrees that he/she will operate in accordance with all applicable federal, state and local laws, ordinances, codes and regulations including, but not limited to, the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act of 1990, as amended; and the Civil Rights Act of 1991, as amended.

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 26. It is further agreed that if any provision of this contract 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 contract shall be deemed null and void. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center of Dispute Resolution of the Alabama State Bar. The contractor understands and agrees that neither he or she, nor his or her employees, agents, volunteers, etc., will be subject to the provisions of, or entitled to the benefits of, the State Merit System Law as a consequence of this contract.

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 there from.

The contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and the contractor shall not begin performing work under this contract until notified to do so by the contracting state department. The contractor is entitled to no compensation for work performed prior to the effective date of this contract. This contractual agreement will be in effect for the period **October 1, 2021**, through **September 30, 2022**, unless terminated earlier in accordance with the terms of this contract. Payment of all expenses are subject to availability of funds in the CRO Trust Fund. The funding period is from July of the current year to June of the following year. The Funding formula is 85% of the funds will remain with the agency (Contractor) and the remaining 15% will remain with the Administrative Office of Courts (AOC).

This contract may be terminated upon thirty (30) days' written notice by either party. Further, failure to comply with any portion of this contract by the Agency without written approval from the ADC shall constitute sufficient grounds for immediate termination and possible loss of court referral program certification.

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CONTRACTOR: PERSON

Federal Employer ID#

Authorized Officer Title

Date

Rich Hobson
Administrative Director of Courts

Date

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Eric L. Locke, Staff Attorney
Administrative Office of Courts

Date

This contract has been reviewed for and is approved as to content.

Cary McMillan, Director
Family Court & Court Services

Date

Cheryl Plato-Bryant, State Coordinator
Alabama Court Referral Programs

Date

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve an Animal Control Service Contract with Athens-Limestone Animal Shelter for a monthly cost of \$46,540.63. The Contract begins October 1, 2021 and ends September 30, 2022.

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

**CONTRACT
ANIMAL CONTROL SERVICES**

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 20, 2021
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This Contract and Agreement made and entered into by and between Limestone County, Alabama, a political subdivision of the State of Alabama, acting by and through the Limestone County Commission, hereinafter referred to as FIRST PARTY, and the Athens-Limestone Animal Shelter (Dr. Robert E. Pitman), hereinafter referred to as SECOND PARTY, and the same witnesseth:

1. This Contract and Agreement shall be for a term of twelve (12) months, commencing effective October 1, 2021 and ending at the close of business on September 30, 2022.
2. If this Contract and Agreement is not otherwise amended, any continuation of the contract terms and obligations shall be on a month-to-month basis.
3. SECOND PARTY shall perform all services necessary or proper to receive, house, and dispose of animals delivered to him for disposal by Limestone County Animal Control, Limestone County Sheriff's Deputies, and residents of Limestone County. All housing and disposal of animals shall be within the requirements of the laws and regulations of the State of Alabama and United States of America. SECOND PARTY shall be solely responsible for all costs and expense of housing and disposal of animals.
4. FIRST PARTY shall pay to SECOND PARTY the sum of Forty-Six Thousand Five Hundred Forty Dollars and 63/100 Cents (\$46,540.63) per month for such services, payable on the first day of each month commencing October 1, 2021.
5. SECOND PARTY is, and shall be, an Independent Contractor, and shall not be an employee of agent of FIRST PARTY. SECOND PARTY shall control the housing and disposal of animals, subject to the terms and conditions herein contained.
6. SECOND PARTY shall at all times be, and remain, licensed with full authority to perform veterinary medicine and veterinary services in Limestone County, with lawful authority to house and dispose of animals.

WITNESS OUR HANDS AND SEAL, at Athens, Alabama, effective as of the day and year first above written.

LIMESTONE COUNTY COMMISSION

COLLIN DALY, CHAIRMAN
FIRST PARTY

ATHENS-LIMESTONE ANIMAL SHELTER
DR. ROBERT E. PITMAN
SECOND PARTY

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, 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 Consulting Agreement with Cobbs, Allen & Hall to assist with strategic benefit planning, design, funding, administration, and communication with respect to employee benefit programs.

Consulting Agreement

This Consulting Agreement, hereinafter referred to as “Agreement” is between the Limestone County Commission, hereinafter referred to as “Client” and Cobbs, Allen & Hall, hereinafter referred to as “Consultant.”

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has experience in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting for the following benefit programs listed below **(Full List included in Exhibit 1):**

- Strategic Planning
- Financial / Healthcare Analysis
- Renewal
- Marketing
- Open Enrollment
- Account Management Services
- Compliance Consulting
- Health and Wellness
- Human Resources Consulting
- Communication
- Benefit Technology Resources (technology consultant)

A. Strategic Benefit Planning. Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

B. Benefit Design. Consultant will provide recommendations to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

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C. Funding. Consultant will advise regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates.

D. Compliance Tools & Legislative Information. Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.

2. Term & Termination

A. Term. The initial term of this Agreement is for the time period commencing on September 20, 2021 and ending September 19, 2022. Thereafter, this Agreement shall automatically renew for successive renewal terms under the same conditions as the initial term until terminated as described below.

B. Termination. This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) Effective upon sixty (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term;
- c) By mutual written agreement of the parties; or

3. Cost of Services

See Exhibit 2.

4. Personnel

Cobbs, Allen & Hall will assign its personnel according to the needs of Client, and according to the disciplines required to complete the appointed task in a professional manner. Cobbs, Allen & Hall retains the right to substitute personnel with reasonable cause.

5. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to provide the services described in this agreement. Such information will be made available as promptly as possible. Consultant will recommend vendors for Client that Consultant believes are suitable for client's needs. While Consultant will make recommendations to Client, Client acknowledges and agrees that Client is the sole decision maker with regard to which vendors are engaged. Client agrees that Consultant is not responsible for the services provided by any vendor or any claim against Client that may arise directly or indirectly out of Client's use of a vendor or any service provided to Client by a vendor, including, but not limited to, claims arising under the Patient Protection and Affordable Care Act, the Employee Retirement Income Security Act of 1974, as amended or the United States Internal Revenue Code of 1986, as amended, regardless of whether the claim is related to the group health insurance plan sponsored by Client.

6. Disclaimer

As a part of the Compliance Consulting services provided under this agreement, Consultant may, from time to time, supply Client with information compiled or obtained from third-party sources ("compliance information") for educational purposes and to assist Client with compliance issues. Consultant will make reasonable efforts to ensure the compliance

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information is complete and accurate. However, Client acknowledges and agrees that Consultant does not guarantee its completeness or accuracy. Client understands that there is no attorney-client relationship between Client and Consultant and that none of the compliance information provided should be construed as legal advice. The Client's use or reliance upon compliance information is voluntary and should only be undertaken after an independent review by Client's own qualified legal counsel.

Neither Consultant nor its employees warrant explicitly or impliedly that the compliance information, if followed, will prevent, or serve as a defense to, any criminal, civil, regulatory, or administrative audits, investigations, penalties, claims, or liabilities. As such, Client acknowledges and agrees that neither Consultant nor its employees assume any liability for compliance information provided by Consultant. Client agrees to indemnify and hold harmless Consultant and any of its employees from any audit, investigation, penalty, claim, or liability arising directly or indirectly out of Client's use of, or reliance upon, the compliance information

7. Records and Information

Cobbs, Allen & Hall understands and agrees to limit its use and disclosure of protected health information as described the Business Associate Agreement attached in **Exhibit 3**.

8. Fiduciary Responsibility

Client acknowledges that: (i) Cobbs, Allen and Hall shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Cobbs, Allen & Hall shall exercise no authority or control with respect to management or disposition of the assets of Client benefit plans; and (iii) Cobbs, Allen and Hall shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Cobbs, Allen & Hall as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Cobbs, Allen & Hall in the performance of its obligations under this Agreement. Client agrees to submit all information in its (or their) control reasonably necessary for Cobbs, Allen & Hall to perform the services covered by this Agreement.

9. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement shall only be in writing signed by both parties

Signature – Limestone County Commission

Date

Title

Date

Signature – Cobbs, Allen & Hall, Inc.

Date

Executive Vice President

Title

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**Exhibit 1
Services / Consulting Fees**

The following services are included

Strategic Planning

- Assist in defining and prioritizing strategic health and welfare plan objectives
- Development of one, three and five-year goals
- Assist in the evaluation of administration of benefit programs
- Evaluate current vendor relationships and monitor plan performance
- Assess carrier/vendor customer service levels
- Proactively develop project action timelines Plan design recommendations
- Quarterly review meeting by Cobbs Allen account team
- Onsite participation in critical carrier meetings each year
- Investigation of alternative funding methods and networks

Financial Analysis

- Assess current funding arrangements for appropriateness and make recommendations as needed
- Assist in developing appropriate contribution levels
- Evaluate current cost of benefits versus effectiveness of plan design

Renewal

- Request renewals 180 days in advance of renewal
- Analyze and negotiate renewals with vendors
- Review vendor renewal methodology, experience data and assumptions for accuracy
- Develop and present alternative plan designs and provisions with associated financial impact
- Provide renewal analysis and recommended alternatives including financial projections
- Coordinate vendor meeting participation

Marketing

- Develop plan specification based on feedback from strategic planning meeting Jointly determine list of vendors best suited to meet plan goals and objectives
- Perform pre-marketing evaluation of census data, network service areas and administrative needs
- Evaluate carrier client support services
- Review vendor financial ratings
- Perform analysis and comparison of plan features and costs
- Assist in the scheduling of selected finalist site visits as needed
- Assist in conducting finalist negotiations
- Provide a report with proposed carrier and plan design
- Assist in the notification of all bidders as to the outcome

Open Enrollment

- Provide guidance on delivering a comprehensive communication strategy
- Assist developing / creating the production of employee communications
- Coordinate vendor sponsored communication materials
- Coordinate information and communication campaign between enrollment vendor and employer
- CA account team will assist employer with questions regarding benefits

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Account Management Services

- Serve as employer's first point of contact for all issues involving insurance companies / vendors
- Monitor administrative process and assist in the resolution of issues
- Review contracts, certificates and benefit booklets to ensure fees, benefits, rates and eligibility are as agreed to during the renewal/marketing process
- Act as an employer advocate in the resolution of ongoing claims issues
- Assist with billing issues
- Coordinate changes in legal documents (contracts and policies)
- Provide implementation support for carrier / vendor changes Regular service calls by Client Executive

Compliance

Assist with compliance with Federal Laws and Regulations

Assistance with required employee communication

Access to Employment Law attorneys for escalated issues

Monitoring of laws an impacting Employee Benefits and Human Resources such as ERISA, COBRA, HIPPA, and IRS Code

Provide access to periodic webcasts and compliance sessions

Human Resources

- Provide Human Resource Consulting by Cobbs Allen internal HR management team
- Provide assistance with HR structural, administrative and organizational issues
- Development and delivery of training modules, including Harassment, Supervisor, Drug-Free Workplace, Discipline and Discharge, FMLA, FLSA and other programs as needed to job description templates
- Salary Center – access to national compensation database
- Employee Handbook Review
- Serve as “outsourced HR helpdesk” for general HR questions
- Employment Policy – Review, revisions and development

Communication

- Development of employee engagement strategies
- Customized communication materials to aid in educating the workforce
- Communication Formats:
 - Benefits Guides
 - Benefit Statements
 - Calendars
 - Posters
 - Postcards
 - Employee Surveys

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**BTR consulting and investigative services are included.
Actual costs of systems are not included**

Benefit Technology Resources
<ul style="list-style-type: none"> • Review your existing HR technology configuration to ensure compliance with health care reform • Review current HR technologies and workflows to ascertain efficiencies and gaps to maximum existing products • Review current HR technology pricing to ensure competitiveness • Conduct calls with your current technology providers to assist with any processing concerns or problems • Assist with selecting the right HR technology for payroll, time keeping, HRIS, benefits administration, performance management, recruitment/applicant tracking and onboarding • Draft, manage and oversee the RFP selection process for a new provider

**Exhibit 2
Cost of Services**

Cobbs, Allen & Hall commission and/or fees are based upon time expended by specific individuals as well as the value-added resources that will be utilized by Client. The compensation arrangement begins on the commencement of the agreement. The compensation arrangement between Cobbs, Allen & Hall and Client is outlined below.

Description of service or product	Fee or commission
<ul style="list-style-type: none"> • Take over group insurance coverage at current commission amounts in accordance with carrier contracts 	

Billing Terms:

Cobbs, Allen & Hall may receive contingency payments, overrides and/or bonuses from carriers that are not expensed to the Client.

Additional programs and services will be provided on a project basis for an additional fee or commission and shall be undertaken upon mutual agreement between Consultant and Client. Consultant reserves the right to pass through any mutually agreed upon reasonable costs related to the printing of any employee communication materials.

**EXHIBIT 3
BUSINESS ASSOCIATE AGREEMENT**

This **BUSINESS ASSOCIATE AGREEMENT** (the “*Agreement*”), is entered into as of the 20th day of September, 2021 (the “*Effective Date*”) by and between the Limestone County Commission (the “*Company*”), on behalf of the Limestone County Commission Group Health Plan (the “*Plan*”),

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and Cobbs, Allen & Hall, Inc. {“*Business Associate*,” and with Company, each a “*Party*” and together the “*Parties*”). This Agreement supersedes and replaces any prior Business Associate Agreements and related amendments thereto between the Parties.

RECITALS

WHEREAS, Company maintains certain health care benefit plans that provide health plan benefits to certain of Company’s employees and their eligible dependents, if any;

WHEREAS, Business Associate performs or will perform certain services for the Plan;

WHEREAS, in the course of performing services for the Plan, Business Associate will have access to, create, maintain, and/or otherwise use and/or disclose Protected Health Information (as defined below); and

WHEREAS, the Parties desire to set forth their respective obligations with respect to Protected Health Information (as defined below) pursuant to the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, and the regulations promulgated at 45 C.F.R. Parts 160-164 (collectively, “*HIPAA*”);

NOW THEREFORE, Company and Business Associate agree as follows:

1. Definitions

The following terms have the following meaning when used in this Agreement:

- a. **Breach** means that term as defined in 45 C.F.R. § 164.402.
- b. **Designated Record Set** means that term as defined in 45 C.F.R. § 164.501.
- c. **Electronic Protected Health Information** means Protected Health Information that is transmitted or maintained in electronic media, including, but not limited to, hard drives, disks, on the internet, or on an intranet.
- d. **HHS** means the Department of Health and Human Services.
- e. **Individual** means that term as defined in 45 C.F.R. § 160.103, and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- f. **Privacy Rule** means the privacy requirements in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164.
- g. **Protected Health Information** means that term as defined in 45 C.F.R. § 160.103, except limited to the information created, received or maintained by Business Associate from or on behalf of the Plan.
- h. **Required by Law** means that term as defined in 45 C.F.R. § 164.103.
- i. **Secretary** means the Secretary of the Department of Health and Human Services or his/her designee.
- j. **Security Incident** means that term as defined in 45 C.F.R. § 164.304.

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k. **Security Rule** means the security requirements set forth in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and C of 45 C.F.R. Part 164.

l. **Subcontractor** means that term as defined in 45 C.F.R. § 160.103, except limited to any such person or entity that receives, maintains, creates or transmits Protected Health Information for Business Associate.

m. **Transaction** means that term as defined in 45 C.F.R. § 160.103.

n. **Unsecured Protected Health Information** means that term as defined in 45 C.F.R. § 164.402. Any capitalized term not specifically defined herein will have the same meaning as set forth in 45 C.F.R. Parts 160 and 164, where applicable. The terms “use,” “disclose” and “discovery,” or derivations thereof, although not capitalized, shall also have the meanings set forth in HIPAA.

2. Obligations and Activities of Business Associate

Business Associate will:

a. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

b. Document and use appropriate administrative, technical and physical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement or in a services agreement entered into between the Parties.

c. Notify Company in writing within five (5) business days of becoming aware of (i) any use or disclosure of Protected Health Information by Business Associate or any Subcontractor that is contrary to this Agreement including, without limitation, any Breach of Unsecured Protected Health Information; or (ii) any Security Incident. If there is a Breach of Unsecured Protected Health Information, Business Associate will:

i. Notify Company in writing of the Breach without unreasonable delay, and in no event more than five (5) business days after discovery of the Breach, and provide (i) a list of all Individuals affected by the Breach, and (ii) any other available information that the Plan are required to include in notifications to such Individuals pursuant to 45 C.F.R. § 164.404(c). In the event any such information is not available when Company is notified of the Breach, Business Associate will provide such information to Company as soon as it becomes available;

ii. Cooperate with Company to notify, at Business Associate’s expense: (i) Individuals whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed; (ii) the media, as required pursuant to 45 C.F.R. § 164.406; and (iii) the Secretary, as required by 45 C.F.R. § 164.408(b), if the legal requirements for media or HHS notification are triggered by the circumstances of such Breach, *provided* that Business Associate will not initiate any such notifications without Company’s express written approval; and

iii. Pay all costs involved in fulfilling the notification requirements set forth in this Section 2(c) and/or otherwise applicable to Business Associate or the Plan pursuant to 45 C.F.R. § 164.404, subpart D, whether such costs are incurred initially by Business

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Associate, any Subcontractor, Company or the Plan.

- d. Establish procedures for mitigating, and follow those procedures and so mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or by any Subcontractor that is contrary to this Agreement.
- e. Ensure that any Subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate enters into a written agreement whereby the Subcontractor agrees to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, in accordance with 45 C.F.R. § 164.502(e)(1)(H) and 45 C.F.R. § 164.308(b)(2).
- f. Provide, in the manner reasonably requested by the Plan and within ten (10) calendar days of receiving a request from the Plan or an Individual, access to Protected Health Information in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual, in order for the Plan to fulfill its obligations under 45 C.F.R. § 164.524 to provide access and copies of Protected Health Information to an Individual.
- g. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed by the Plan pursuant to 45 C.F.R. § 164.526, within fifteen (15) calendar days of receiving a request from the Plan or an Individual or take other measures to satisfy the Plan's obligations pursuant to 45 C.F.R. § 164.526.
- h. Maintain and make available to the Plan or, as directed by the Plan, to an Individual, within fifteen (15) calendar days of the Plan's request, the information required for the Plan to satisfy their obligations pursuant to 45 C.F.R. § 164.528 to respond to a request for an accounting of disclosures of Protected Health Information.
- i. Notify the Plan within five (5) business days of receiving, directly from an Individual, a request for (i) access to Protected Health Information pursuant to 45 C.F.R. § 164.524; (ii) amendment to Protected Health Information pursuant to 45 C.F.R. § 164.526; or (iii) an accounting of disclosures of Protected Health Information pursuant to 45 C.F.R. § 164.528.
- j. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that are applicable to the Plan, if Business Associate is to carry out one or more of the Plan's obligations under Subpart E.
- k. In the event Business Associate transmits or receives a Transaction on behalf of the Plan, Business Associate will comply with all applicable provisions of the HIPAA standards for electronic transactions and code sets (the "*EDI Standards*"). Business Associate will also ensure that any Subcontractor that transmits or receives a Transaction on its behalf does so in accordance with the EDI Standards.
- l. Make its internal practices, books, and records available to the Secretary or the Plan for purposes of a review and assessment of Business Associate's or the Plan's compliance with HIPAA; and notify Company within five (5) business days of receiving a request for any such materials directly from HHS.
- m. Not engage in the Sale of Protected Health Information or otherwise receive direct

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or indirect remuneration in exchange for the Protected Health Information of an Individual, unless Business Associate or the Plan has obtained a valid authorization from the Individual, consistent with the requirements under 45 C.F.R. § 164.508.

3. Permitted Uses and Disclosures by Business Associate

a. Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, the Plan, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary policies and procedures of the Plan, or as otherwise expressly provided in this Section

b. Business Associate may use Protected Health Information to de-identify the Protected Health Information in accordance with 45 C.F.R. § 164.514(a) - (c); provided, however, that Business Associate may use the de-identified information only if and to the extent expressly permitted in this Section 3

c. Business Associate may use or disclose Protected Health Information as Required by Law

d. Any use or disclosure of Protected Health Information by Business Associate will be in compliance with the minimum necessary policies and procedures of the Plan, and with the minimum necessary requirements of HIPAA.

e. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Plan, except that Business Associate may do the following:

i. Use Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate.

ii. Disclose Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable written assurances from the person or entity receiving the information (each a "*Recipient*") that the information will remain confidential, and be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the Recipient; and the Recipient notifies the Business Associate of any instances of which the Recipient is aware in which the confidentiality of the information has been breached.

iii. Use Protected Health Information to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) that relate to the Health Care Operations of the Plan.

f. Business Associate may use Protected Health Information to report violations of law to the appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

g. Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Company. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

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4. Obligations of the Plan

The Plan will:

- a. Notify Business Associate of any limitations in the Plan's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent any such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Notify Business Associate of any restriction on the use or disclosure of Protected Health Information that the Plan has agreed to or are required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- d. Not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Plan, except for uses and disclosures of Protected Health Information by Business Associate in accordance with Section 3(e) above.

5. Term and Termination

- a. The term of this Agreement begins on the Effective Date and ends on the date that any services agreement between the parties terminates, or if earlier, the date that Company terminates this Agreement for cause pursuant to Section 5(b) below.
- b. Company may terminate this Agreement for cause effective as of any date designated by the Company in a notice to Business Associate upon a determination by Company that Business Associate has breached a material term of this Agreement. Company may, in its discretion, allow Business Associate a specified period of time to cure the breach, and upon a cure satisfactory to Company, elect not to terminate the Agreement on account of the breach.
- c. Upon termination of this Agreement for any reason, Business Associate will (and will ensure that its Subcontractors that have had access to Protected Health Information will):
 - i. Retain only the Protected Health Information that is necessary for Business Associate or a Subcontractor to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to the Plan or to the Plan's designee, or upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) any remaining Protected Health Information that Business Associate or any of its Subcontractors maintain in any form;
 - iii. Continue to use appropriate administrative, technical and physical safeguards, and to comply with Subpart C of 45 C.F.R. Part 164, with respect to any Electronic Protected Health Information so as to prevent use or disclosure of the Electronic Protected Health Information other than as specified in this Section 5(c) for as long as Business Associate or any Subcontractor retains the Electronic Protected Health Information;

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iv. Not use or disclose the Protected Health Information retained by Business Associate or by any Subcontractor other than for the purposes for which such Protected Health Information was retained, and subject to all the conditions and limitations set forth in Sections 2 and 3 above that applied prior to termination of the Agreement;

v. Return to the Plan or, upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) the Protected Health Information retained by Business Associate or by any Subcontractor as of the date such Protected Health Information is not needed by Business Associate or the Subcontractor for its proper management and administration or to carry out its legal responsibilities.

6. Miscellaneous

a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule, the Security Rule, or to any other regulation promulgated under HIPAA means the section as in effect or as amended.

b. **Survival.** Sections 2, 3, 5(c) and 6 of this Agreement shall survive the termination of this Agreement.

c. **Interpretation.** Any ambiguity in this Agreement will be resolved to permit the Plan to comply with the Privacy Rule, Security Rule and other provisions of HIPAA.

d. **Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, Company, the Plan and Business Associate, and their respective successors, assigns, administrators and other legal representatives.

e. **No Third-Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company, the Plan and Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

f. **Independent Contractors.** Nothing contained herein shall be deemed or construed by the Parties or by any third party to create a relationship of employer and employee, principal and agent, or joint venture of the Parties, it being understood and agreed that Business Associate provides services to Company and the Plan hereunder as an independent contractor; Business Associate retains full and complete control over its performance under this Agreement; and Company and the Plan have no authority to direct or control Business Associate's conduct or activities in connection with this Agreement.

g. **Governing Law.** The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed and enforced pursuant to the laws of the State of Alabama, except as such laws are preempted by any provision of federal law, including by ERISA or HIPAA. Any action or proceeding arising out of or relating to this Agreement shall be brought and tried exclusively in a federal or state court of competent jurisdiction located in Limestone County, Alabama and in no other court or venue.

h. **Indemnification.** Business Associate will, during and after the term of this Agreement, hold Company, the Plan, and their respective trustees, officers, directors, employees, agents and affiliates, harmless from, and defend and indemnify each of them against, any and all claims, losses, liabilities, penalties, fines, costs, damages and expenses, including reasonable attorneys' fees and costs, incurred by, imposed upon or asserted against any of them as a result,

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directly or indirectly, of Business Associate's or any of its Subcontractors', directors', officers', employees' or agents' breach of this Agreement, HIPAA, the Privacy Rule, the Security Rule or the breach notification rule, 45 C.F.R. Part 160 and Subpart D of 45 C.F.R. Part 164.

i. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable under any new or existing law or regulation or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect if they reasonably can be given effect.

j. **Notices.** All notices to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given five (5) business days after being sent by certified mail, return receipt requested, postage prepaid or one (1) business day after being sent by reputable overnight mail delivery to the other Party, at the address set forth below or at such other address as a Party may designate from time to time.

If to the Company, notice shall be sent to:

**Limestone County Commission
310 Washington Street West Athens, AL 35611 Attention: Collin Daly,
Chairman**

If to the Business Associate, notice shall be sent to:

**Cobbs, Allen & Hall, Inc.
115 Office Park Drive Birmingham, AL 35223
Attention: William H. Hartsfield, Jr.**

k. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA.

l. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies thereof shall be deemed to be originals

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.
Limestone County Commission

By: _____

Name:

Title:

Date:

Cobbs, Allen & Hall, Inc.

By: _____

Name: William H. Hartsfield, Jr.

Title: Executive V.P. of Employee

Benefits Date:

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve to hire Corey Crouch as a Corrections Officer, effective September 29th, pending drug screening.

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve to hire Trenton Simon as an EMA Officer.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. 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 Erin Tyler as a Collection Clerk in the Revenue Commissioner's Office.

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve to hire Joshua Carter as Equipment Operator I in the Engineering Department.

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

MOTION was made by Jason Black and seconded by Daryl Sammet 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
Sabrina Bates	Council on Aging Asst. Director	10/20/2021
Eddie Gilbert	Emergency Management Director	10/10/2021
Kathy Sims	Council on Aging Van Driver	10/07/2021
Steve Usery	HVAC Tech	10/02/2021

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

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

Name	S/D Type	Approval Type	Lots	District	Location
D. E. White Farm Sub. replat tract #1	Minor	Preliminary & Final	2	4	@ 7955 Tommy Hill Rd
Hobbs Park Subdivision	Minor	Preliminary & Final	3	1	NW corner of Hobbs Loop Ln & Hobbs Loop Rd intersection
Karl K. Anderson Estates replat tracts 8 & 9	Minor	Preliminary & Final	4	4	Sewell Rd approx. 600' west of Edgewood Rd
L & C Estates replat Tract 1	Minor	Preliminary & Final	2	2	NE corner of Harold Street & Phyllis Street intersection
The Estates at Piney Chapel Phase 2	Minor	Preliminary & Final	10	1	NW corner of Crutcher Rd & Piney Chapel Rd intersection
The Estates at Piney Chapel Phase 3	Minor	Preliminary & Final	19	1	NW corner of Piney Chapel Rd & Crutcher Rd intersection
Kennesaw Creek Sub. Phase 2	Major	Preliminary	32	2	South side of Nick Davis Rd approx. 1900' west of Jones Rd
Lonnie Dale Sub. Phase III	Major	Final	19	2	Intersection of St. John Rd & Newby Chapel Rd

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

MOTION was by Jason Black and seconded by Danny Barksdale to sell the following on GovDeals:

Department	Item	Serial #
Council on Aging	2006 Ford Pacer LT D11	1FDWE35L56DB32961
District 4	Caterpillar Rd. Reclaimer	6TB06287

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

Adjourned at 10:23 a.m. until 9:00 a.m. on Monday, October 4, 2021, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.