

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 4, 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.

Mr. Jack Brown addressed the Commission regarding a flooding issue on Toone Road in District 1 and requested that the Commission look at putting in a storm drain. County Engineer Marc Massey informed Mr. Brown that the solution for this location is very costly and difficult due to that location being a depression and retains water. Engineer Massey did agree to take another look at the problem.

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

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of September 20, 2021.

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

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

9/24/2021	Check # 62802 - 62847	\$	1,360,702.25
9/28/2021	Check # 62848	\$	10.00
9/30/2021	Check # 62849 – 62978	\$	602,497.45
9/30/2021	Check # 62979 – 62981	\$	<u>6,540.00</u>
	TOTAL	\$	1,969,749.70

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve the following resolution to extend participation in the Association of County Commissions Workers' Compensation Fund, Inc. for a three-year period concluding September 30, 2024.

RESOLUTION

WHEREAS, Limestone County is a member of the Association of County Commissions of Alabama Workers' Compensation Self-Insurers Fund ("the Fund") on Oct.1, 2021; and

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WHEREAS, the County's participation in the Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Fund continues to be in the best interest of Limestone County and its officials and employees; and

WHEREAS, the Fund is providing a 2024 Longevity Bonus to those County participants who remain active members of the Fund through at least Sept. 30, 2024; and

WHEREAS, Limestone County would benefit by voluntarily agreeing to extend its contracted annual participation in the Fund for a three-year period concluding on Sept. 30, 2024, at which time the provisions of the existing contract between Limestone County and the Fund will remain in force unless altered as provided therein.

NOW, THEREFORE, BE IT RESOLVED by the Limestone County Commission that it renews its participation in the Fund through Sept. 30, 2024 and hereby directs its Chair to immediately provide the original signed copy of this resolution to the Fund.

AND, BE IT FURTHER RESOLVED, by the Limestone County Commission that, should it voluntarily withdraw from the Fund prior to Sept. 30, 2024, it agrees to return the 2024 Longevity Bonus provided by the Fund, plus five (5) percent annual interest.

Adopted this the 4th day of October 2021.

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve the following State of Alabama Department of Corrections contract with the Limestone County Community Corrections Program to provide an allocation of \$280,424.00 for reimbursement funding of qualified offenders and to approve Mandy Morgan, Community Corrections Director, to execute the contract. Contract will begin October 1, 2021 and end September 30, 2022.

**State of Alabama
Department of Corrections**

Alabama Criminal Justice Center
301 South Ripley Street
P. O. Box 301501
Montgomery, AL 36130-1S01
(334)353-3883

Fiscal Year 2022 Community Corrections Program Contract
The Limestone County Community Corrections Program
Federal or Employer Identification Number 63-6001607

This contract is entered into by and between the Alabama Department of Corrections (hereinafter referred

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to as the “ADOC”) and the Limestone County Community Corrections Program (hereinafter referred to as the “Program”), the foregoing entities being individually referred to as a “Party” and collectively described by the term “Parties.” The Parties agree as follows:

1. The Program has submitted, and the ADOC has approved, a Community Corrections Plan (“Plan”), which is adopted and incorporated as set forth herein.
2. The ADOC has provided an allocation of \$280,424 for reimbursement funding of qualified offenders at a rate of ten dollars (\$10) per day for expenditures encumbered for Fiscal Year 2022, from October 1, 2021 to September 30, 2022 except for those offenders qualified at a higher rate through incentivized reimbursement of a special diversion program. An allocation for the remaining quarters will be made based on available funding as determined by the ADOC Community Corrections Division Director.
3. The Program expressly agrees that any funds available for disbursement or paid for reimbursement of supervision under this Contract is done so at the total discretion of the Commissioner of the ADOC and is also contingent upon available Community Corrections funding appropriated by the Alabama State Legislature.
4. The Program hereby agrees to:
 - a. Comply with the Community Punishment and Corrections Act of 1991, as amended, codified as *Alabama Code Section 15-18-170, et seq*; the *ADOC Community Corrections Program Minimum Standards*; and ADOC Administrative Regulation 490, Community Corrections Program.
 - b. Provide evidence-based treatment programs, services, and supervision for offenders based on the risk of reoffending through utilization of the *Ohio Risk Assessment System (ORAS)* and the *Community Corrections Offender Contact and Supervision Matrix*
 - c. Perform a monthly review, reconcile, and validate the Program offender population with the ADOC Monthly CCP Population Report.
 - d. Participate in ADOC program evaluations, program assessments, and data collection.
 - e. Establish and maintain a good working relationship with the ADOC, judges, District Attorneys, local Bar Associations, Circuit Clerks, Sheriffs, and other local law enforcement agencies to encourage and promote the growth and expansion of Community Corrections.
 - f. Participate in training provided by the ADOC including, but not limited to, training requirements of the Prison Rape Elimination Act (PREA) and ORAS, as required.
5. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.

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6. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
7. The Program understands and agrees that none of its employees, agents, or volunteers will be subject to the provisions, or entitled to, the State Merit System Law as a consequence of this Agreement.
8. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom
9. In compliance with Act 2016-312, the Program hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
10. Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates - with or without the consent of the inmate - is illegal. Under Alabama law, it constitutes a felony - custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct - including suspected conduct - that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Director of the Community Corrections Division of the ADOC or his designee.
11. **The ADOC reserves the right to terminate this contract upon one hundred eighty (180) days written notice to the Program.**
12. This Contract shall begin on the date of the last signature below and continue for one year. Thereafter, it may be renewed under the same terms and conditions upon mutual agreement of the Parties.
13. **The Parties agree that this Contract and the Plan constitute the entire agreement of the parties. Any changes, amendments, or renewals must be in writing and signed by both Parties to be valid.**

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve the following Memorandum of Understanding between the Limestone County Drug Court and the Alabama Administrative Office of Courts to approve financial support in the amount of \$25,000.00 to the Limestone County Drug Court. MOU will begin on October 1, 2021 and end on September 30, 2022.

MEMORANDUM OF UNDERSTANDING

Between

Limestone County Drug Court

and

THE ALABAMA ADMINISTRATIVE OFFICE OF COURTS

This Memorandum of Understanding (“MOU) is entered into between the Limestone County Drug Court (hereinafter referred to as “Grantee”) and the Alabama Administrative Office of Courts (hereinafter referred to as “AOC”).

Preamble

The AOC has a significant interest in developing and supporting methods to implement diversionary tools for drug-affected offenders involved in the court system in Alabama through the utilization of drug courts. The Grantee has expressed interest in implementing or enhancing one or more of the following: Adult Drug Court, Family Drug Court, Juvenile Drug Court, Mental Health Court, or Veterans Treatment Court, and has sought financial assistance from the AOC for this purpose. The AOC, having received an appropriation from the Alabama Legislature as a part of the FY2022 budget to implement and enhance drug courts throughout the state, hereby agrees to provide financial support to the Grantee in its endeavor to the extent that is agreed upon in this MOU.

Article I - Period of Award

This MOU shall begin on October 1, 2021 and shall not extend beyond September 30, 2022.

Article II – Consideration

The total amount of funds to be transferred from AOC to the Grantee pursuant to this agreement shall not exceed \$25,000. Funds shall be disbursed in equal quarterly allotments at the beginning of each quarter (i.e. not on a reimbursement basis). Programs awarded a grant from AOC will be guaranteed the first quarter amounts, however, the second through fourth quarter be contingent upon continued funding from the legislature. AOC reserves the right to withhold payments in the event that the grantee has failed to comply with the grant requirements or has failed to expend funds previously distributed within a reasonable time period. In return, the Grantee agrees to apply all of the funds received from the AOC pursuant to this agreement toward the implementation, facilitation, and/or continuation of a Drug Court program. The Grantee shall provide assessment, referral, placement, case management, and drug testing services for participants who are referred in the above listed jurisdiction(s).

Article III - Use of Funds

The Grantee shall use the funds as specified in the final approved budget. Requests for changes to the budget

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must be approved prior to deviation from the approved budget. The funds shall be used to hire personnel to run the drug court docket and assist in the case management of participants (e.g. Drug Court Coordinator, Case Manager), provide assessment or treatment services for participants, attend training or continuing education for staff or team members, or purchase supplies and equipment for the program (e.g. drug testing equipment, office supplies, etc.). All funded programs are required to send at least one drug team member to the Alabama Association of Drug Court Professionals conference each year.

The funds shall not be used for any other purpose outside of the Treatment Court program; nor shall the funds be utilized to supplement the salary of any sitting or active judge or any other UJS employee. These funds cannot be used to supplant services, salaries, supplies, or other costs that have been funded by other sources such as grants, participant fees, or other appropriations. The AOC encourages programs to seek other grant funding; however, if such funding is obtained during the contract year, the Grantee shall notify the AOC immediately and provide documentation showing how the grant funds shall be utilized so that funds do not duplicate or supplant AOC funds.

Grant funds shall be held in a non-interest accruing account of an entity with a federal tax identification number. Any remaining funds at the end of the fiscal year shall not lapse into any county or city general fund but shall be retained in the Drug Court fund for the use of grant approved activities by the Grantee. The Grantee shall maintain separate accounting records of these grant funds and provide quarterly expense reports to the AOC.

The Grantee shall maintain records of their financial transactions and accounts in accordance with generally accepted accounting principles. The Grantee shall maintain separate accounting records of the use of AOC grant funds. The Grantee agrees to submit a signed and notarized invoice to the AOC no later than the 10th of the first month of each quarter in order to receive fund installments.

The Grantee shall be responsible for any taxes assessed on the grant funds unless the Grantee has non-profit status.

Article IV — Reporting and Compliance

The Grantee shall also submit a quarterly financial report on a form provided by the AOC, along with supporting documentation (invoices, receipts, timesheets, etc.), no later than the 10th of the first month of each quarter. Installments shall not be released until both the invoice and complete financial report for the previous quarter are received. The Grantee shall supply a copy of an annual financial audit at the end of the fiscal year.

The Grantee agrees to collect and provide program and participant data in the following form and manner. Drug Court Monthly reports generated from MIDAS are due by the 10th of each month. Grant funds shall not be released to the Grantee until the reports are received.

Failure to timely submit your monthly report may constitute delay or cancellation of funding. The Grantee shall **submit** to an annual site visit by the AOC staff or designees. Services of Adult Drug Courts shall be provided in accordance with the Alabama Drug Offender Accountability Act and the Ten Key Components of Drug Court. Mental Health courts shall comply with the Ten Essential Elements of Mental Health Court. Veterans Treatment Courts shall comply with the Ten Key Components of Veterans Treatment Courts. Juvenile Drug Courts shall comply with the Sixteen Strategies of Juvenile Drug Courts. Family Drug Courts shall comply with the Seven Key Ingredients of Family Drug Courts.

Additionally, the Grantee shall submit an annual programmatic report by the fifteenth day of January each

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year. The Grantee shall also submit organizational information-including policies and procedures, forms, MOUs, evaluations and other materials - upon request to the AOC.

Each Grantee must maintain the minimum standards for treatment courts which includes but not limited to holding court at least twice a month and meeting requirements of drug testing as laid out in the Adult Drug Court Best Practice Standards. Failure to comply with these standards may result in reduce of future applications.

The AOC reserves the right to withhold payments in the event that the Grantee has failed to comply with the grant requirements. Additionally, the AOC may suspend funding in whole or in part for failure to make satisfactory progress toward the goals or strategies set forth in the Grantee's application for funding. New programs shall be operable and accepting participants within 90 days of the date of this Memorandum of Understanding. The AOC may withhold further payments if the Grantee is not operational after 90 days.

Article V - Substance Abuse Treatment Providers

The Grantee shall ensure that all mental health and substance abuse treatment providers are certified by the Alabama Department of Mental Health. Furthermore, the grantee shall ensure that a state approved psychosocial assessment conducted by a certified clinician in accordance with the criteria certified by the Department of Mental Health is utilized to determine appropriate levels of care and duration of services.

Article VI - MIDAS

All Adult Drug Court Grantees (Adult/Mental Health/Veterans Treatment/Family) shall utilize all components of the MIDAS automated participant tracking system to include, but not be limited to reports, interview, accounting, and drug testing. This **system** shall be provided by AOC at no charge 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 at his or her discretion. Nothing in this Memorandum of Understanding is intended to create an employment relationship between the Grantee and the AOC. For all purposes, the Grantee shall be deemed an "Independent Contractor."

Article VIII - Warrant and Indemnification

The AOC and the Grantee agree to indemnify, defend and hold each other harmless including each party's directors, officers, agents, and employees against any third party's actions, claims, suits, proceedings, liabilities, and damages including, without limitation, attorney fees, arising out of or in any way related to the performance of this MOU.

Article IX - Confidentiality, Publication, and Non-Disclosure

The Grantee acknowledges and agrees that certain confidential information pursuant to applicable federal, state or local laws, codes, regulations, rules, and/or orders may be obtained or created through its work with the AOC during the Term on this MOU. The Grantee agrees to take necessary and appropriate measures to protect the privacy and confidential nature of individual information during the Term of this MOU.

Article X - Records and Audit

The Grantee shall retain any and all documents, data, or other materials related to this MOU ("Records") for five (5) years ("Retention Period") after final payment has been made by the AOC and all pending matters have been closed. If an audit, litigation, or other action involving the Records occurs before the end of the five (5) year Retention Period, the Grantee agrees to retain the Records until all issues arising out of an audit, litigation, or other action are resolved or until the end of the Retention Period, whichever is later. Following the Retention Period, the Grantee may in its sole discretion continue to retain or dispose of the Records, provided that the Grantee shall make all good faith efforts to dispose of the Records in a confidential manner. All costs and reimbursements related to this Memorandum of Understanding shall be subject to annual audit by both the AOC and the Grantee.

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Article XI - Conflict of Interest

The Grantee represents and warrants that it has no current actual knowledge of any agreements or transactions in which the rights, duties, obligations, or interests of the Grantee or any affiliate or related party of the Grantee, conflicts with or is inconsistent with the rights, duties, obligations, or interests of the Grantee, the AOC, or this MOU. The AOC represents and warrants that the AOC has no current actual knowledge of any agreements or transactions in which the rights, duties, obligations, or interests of the AOC or any affiliate or related party of the AOC conflicts with or is inconsistent with the rights, duties, obligations, or interests of the AOC, the Grantee, or this Memorandum of Understanding.

Article XII - Compliance with Laws

In performance of the Services, the AOC and the Grantee shall comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders. The AOC and the Grantee agree to abide by any applicable State Travel and Per Diem Policies and all accounting and federal grant restrictions, as applicable. All grantees must register with the E-Verify Program before the funding is approved by the Administrative Director of Courts. E-Verify is an Internet-based system that compares information from an employee's Form 1-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The Grantee must also complete the Beason-Hammon Taxpayer and Citizen Protection Act Forms. Complete the Affidavit for Business Entity/Employer/Contractor and the E-Verify MOU for Employers. The affidavit must be sealed by a Notary Public and signed by the Notary Public and Affiant. The Grantee must return these two forms with this MOU. In Compliance with Act 2016-312, the grantee 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.

Article XIII- Miscellaneous

- A. Waiver. A Party's failure to insist on compliance or enforcement of any provision of this MOU shall not affect the validity or enforceability or constitute a waiver or future enforcement of that provision or any other provision of this MOU by that party or any other party.
- B. Disputes. 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 MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this MOU shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- C. Governing Law. This MOU shall in all respect be subject to, and governed by, the laws of the State of Alabama.
- D. Severability. The invalidity or unenforceability of any provision in this Memorandum of Understanding shall not in any way affect the validity or enforceability of any other provision of this MOU, and this MOU shall be construed in all respects as if such invalid or unenforceable provision had never been in the MOU.
- E. Notices. All notices, requests, demands, and other communications between any party to this MOU shall be in writing and shall be deemed to have been duly given: (1) on the date served personally on the party to whom notice is to be given; or (2) on the third day following mailing if mailed to the party

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to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. All communications to the Grantee shall be provided to the Project Director. All correspondence, reports, and forms to the AOC shall be provided to:

Administrative Office of Courts Attention:
Drug Court Services Division 300 Dexter Ave.
Montgomery, AL 36104

- F. Assignment. The rights, benefits, and duties pursuant to this MOU may not be assigned without the prior written notice to and consent of the other party.
- G. Amendments. This MOU may be amended at any time by mutual consent of the parties hereto, with any such amendment to be invalid unless in writing and signed by all parties.
- H. Entire Memorandum of Understanding. This MOU and the attachments hereto contain the entire MOU, covenants, conditions, and understanding by and between the AOC and the Grantee with respect to the terms contained herein, and no other representations, promises, agreements, or understandings, written or oral, related in any way directly or indirectly to the terms contained in this MOU, shall be of any force or effect.
- I. Binding Effect. This MOU shall be binding upon and shall inure to the benefit of the Grantee and the AOC.
- J. No Representations. Both parties represent that they have had opportunity to obtain separate legal counsel and have participated in the drafting of this MOU and nothing in this MOU shall be construed or interpreted against a party by having drafted any of the provisions hereof.

Article XIV - Termination

This MOU may be terminated by either party at any time and for any reason, by giving 30 days written notice to the other party (“Termination Notice”). Any termination of this MOU does not release either party from any objection or liability accrued or outstanding pursuant to this MOU prior to the date of termination, including, without limitation, any payment or other obligation(s) accruing prior to the date of termination.

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a three year renewal Amendment to a Service Agreement for Clarity Connect for support to maintain the www.votelimestone.com website with SOE Software Corporation (d/b/a SCUTL). Amount annually is \$6,300.00.

**AMENDMENT STANDARD TERM SaaS AGREEMENT
BETWEEN
SOE SOFTWARE CORPORATION d/b/a SCYTL and LIMESTONE COUNTY COMMISSION**

PREAMBLE

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This Extension Amendment (the "Amendment") is entered into as of October 4, 2021 (the Effective Date), by SOE SOFTWARE CORPORATION (d/b/a SCYTL) with principal offices at 1111 N. Westshore Blvd, Suite 450 Tampa, FL 33607("SOE") and LIMESTONE COUNTY COMMISSION with principal offices at 310 W Washington Street, Athens, AL 35611 ("Customer").

Collectively, SOE and Customer shall be referred to as the "Parties" and each separately as a "Party". In consideration of the mutual promises and covenants hereinafter set forth, SOE and the CUSTOMER acknowledge and agree that the Software as a Service Agreement for Clarity Connect entered into as of December 5, 2012 and then again on November 1, 2015 and August 17, 2018, by and between the Parties (the Agreement) is hereby extended for another three (3) years and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To EXTEND the Election Services for three (3) year from December 1, 2021 to November 30, 2024 (the Extended Term).
2. To update the Maintenance and Service terms as indicated below:

During the Term of this Agreement, SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as Appendix 1, being an integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors, or malfunctions in the SOFTWARE.

The support services provided by Scytl include:

- Account Management support, such as application setup review and questions; content updates; and technical support.
- Support services are limited to 20 hours. When you have reached 80% of the allotted support service hours, you will be notified, and you may choose to add additional hours via a work order. If the issue is determined to be a product error, hours will not be deducted.
- If additional support service hours are not purchased and they are required due to a non-product error, the customer will be charged at a rate of \$150/hr.
- Refunds or carry over are not considered if the allotted support service hours are not consumed at the end of the Agreement (and on a yearly basis).

3. To Update the Service Level Agreement (SLA) as indicated in the attached Appendix 1.
4. To pay the fee/s as indicated below for any renewal (Fee). The Fee shall be non- cancellable, non-refundable and in addition to the fees already paid/to be paid according to the Agreement. The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased in a minimum five (5) %.
5. The Customer will be invoiced the Fee annually in advance each year, in accordance with the following schedule:

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6. Except as modified below, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.

Service	Fee	Invoicing Date
Clarity Connect Annual Assurance 12/01/2021-11/30/2022	\$6,300.00	November 1, 2021
Clarity Connect Annual Assurance 12/01/2022 -11/30/2023	\$6,300.00	November 1, 2022
Clarity Connect Annual Assurance 12/01/2023 -11/30/2024	\$6,300.00	November 1, 2023

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

APPENDIX 1

1 Software Maintenance and Support - Technical Service description

1.1 Definitions

The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

- **"Software maintenance"** is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs; to improve performance or other attributes; or to adapt to a changed environment.

- **"Perfective maintenance"** includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.

- **"Adaptive maintenance"** includes modifications and upgrades applied to keep the software product up- to-date and tuned to the changing environment.

- **"Preventive maintenance"** includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment, but may cause serious issues in the future.

- **"Corrective maintenance"** includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.

- **"Response time"** means the time elapsing between the reporting of an Issue by a Customer and the response from a Scytl's Technical Support Services engineer acknowledging receipt of the reported Issue.

- **"Diagnosis time"** means the time elapsing between the Response time and the diagnosis of the Issue made by Scytl's Technical Support Services engineer.

- **"Issue"** means either:
A failure of the Software to conform to the specifications set out in the documentation relating to that version of the

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Software, resulting in the inability to use, or restriction in, the use of the Software; or A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.

- **"Resolution or Patch or Bug Fix"** means either a Software modification or addition that, when made or added to the Software, corrects an Issue, or a procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of the issue on you.
- **"Upgrade"** means a revision or change of version of the Software released by Scytl to its end user customers generally during the Support Services Term, to add new and different functions or to increase the capacity of the Software.
- **"Maintenance Release"** is a release of or for the Software, that includes the most recent Patches and Upgrades.
- **"Current Software Version"** means the most recently released, commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to Scytl hereunder.
- **"Supported Versions"** means SCYTL's obligations with respect to the Maintenance Services, which shall apply only to those versions of the Software that are within one (1) year time frame of the Current Software Version.
- **"Hosted System"** means Software hosted by Scytl externally in its data center to which the Customer may access it over the Internet from anywhere at any time.
- **"Annual Pool of Hours"** means the number of support hours as captured in the contract. Support hours may include application "how to" questions, content modifications and technical support. Application issues as a result of Scytl product updates and hosting are not deducted from the pool of hours.

1.2 General Terms and Conditions

The Customer shall be entitled to the following Support and Maintenance services during the Term and upon payment of the Fee:

1.2.1 Scytl Technical Services.

Scytl Support and Maintenance Services include perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The Support Services do not include any post installation configuration or development support, such as integrations of the Software with the user or third-party developed software or data, configuration advice that is not related to the initial installation and setup, or non-bug related technical problem resolution.

1.2.2 Resolutions and Severity levels.

Scytl will make commercially reasonable efforts to provide a resolution or patch designed for resolving a reported issue in accordance with the Service Schedule hereto. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release/Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure, or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:

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<i>Severity</i>	<i>Description</i>	<i>Details</i>
<i>CRITICAL</i>	An immediate and sustained effort using all available resources until issue is resolved.	<ul style="list-style-type: none"> • Business critical function is down • Major impact to Customer's business • No workarounds exist
<i>HIGH</i>	Technicians respond immediately, assess the situation, and may interrupt other staff working low or medium priority jobs for assistance.	<ul style="list-style-type: none"> • Business critical function is impaired or degraded • There are time-sensitive issues that impact on-going production • Workaround exists, but it is only temporary
<i>MEDIUM</i>	Respond using standard procedures and operating within normal Management structures.	<ul style="list-style-type: none"> • Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded
<i>LOW</i>	Respond using standard operating procedures and as time allows.	<ul style="list-style-type: none"> • Non-critical, function down or impaired • No business impacts • General Service Enhancements

1.2.3 Technical Support Contacts.

Scytl Maintenance and Support Services will be accessible by one (1) designated contact (Technical Support Contact) and one (1) back up contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to Scytl's Technical Support Contact, who will be the main interface to the Scytl Maintenance and Support Services.

1.2.4 Exclusions from Scytl's Technical Services.

Scytl is not obligated to provide Technical Services in the following situations:

- a) When Scytl determines that the Issue is caused by unauthorized changes or modifications to the Software provided by Scytl, resulting in malfunctioning of the Software. This is not applicable if the changes or modifications are made under the direct supervision of Scytl;
- b) The Software has been damaged through negligent use by the Customer.
- c) The issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of Scytl;
- d) The issue is caused by third party software not licensed by or through Scytl;
- e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release;
- f) The Customer has not installed up-to-date browser and system software;

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- g) The Customer has not paid the Technical Service fees when due;
- h) The version of the Software that the Customer is using is not a Supported Version;
- i) If the Customer has not complied with Scytl's license Agreement; or
- j) Failures related to an accident, disaster, or other Force Majeure event.

1.2.5 Agreement in Force.

Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement.

1.3 Escalation Process

For each issue:

1. The Customer's Technical Support Contact will notify Scytl of the issue through the agreed channels;
2. A Scytl Technical Support contact will acknowledge the reception of the issue;
3. A Scytl Technical Support contact will do an initial diagnosis and complete the incident details in the Incident Management Tool:
 - Services affected;
 - Level of disruption;
 - Cause of the incident, if known;
 - Estimated time to resolve the issue or time of next update;
 - Feasible workaround.
4. The Scytl Technical Support contact will call or email the Customer's Technical Support Contact providing the diagnosis and incident identifier and will agree on a *Criticality Level* based on a predefined set of criteria;
5. The Scytl Technical Support contact will provide regular updates on the incident status.

1.4 Service Level Agreements [SLAs]

To guarantee a smooth and efficient relationship between Scytl and their partners, Scytl assigns a Service Manager (Account Manager) who will be the main point of contact to coordinate regular maintenance and support activities. The Service Manager will periodically report on the different activities performed, as well as the status of the contracted pools of support hours (if any).

<i>What is included</i>	• Single Point of Contact (SPOC)
<i>What is not included</i>	• Project Management activities for Electoral Events

In the event the Hosted System fails to perform as required by this Agreement (an "Issue"), the following Issue Response Procedure shall apply: Customer will notify Scytl of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist Scytl in resolving any Issue with the Software. Upon notification of an Issue, Customer and Scytl by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 1.2.2. Scytl shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, Scytl shall provide Customer with an initial assessment of the

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Issue in conjunction with any identified steps for the parties to mitigate the Issue.

1.4.2.1 Service Availability

<i>Severity</i>	<i>Response Time</i>
<i>Critical Priority</i>	0-30 minutes (during business hours)
<i>High Priority</i>	Within 2 hours
<i>Medium Priority</i>	Within 24 hours
<i>Low Priority</i>	Within 5 working days

1.4.2 Service Details.

Scytl's Software Support and Maintenance Service is divided into different sub-services:

- Service availability;

<i>Service hours</i>	Monday to Friday from 8 AM to 5 PM EST (Eastern Time)
<i>After hours support</i>	On-call staff can be reached via the support telephone and/or support email. Calls received outside of Service Support Hours will be forwarded to the on-call service manager's mobile telephone. Email support is available using the support email product.suDDortOscvtl.com . Calls and emails received outside of the service time frame will receive a response in accordance with the priority of the reported issue.
<i>Response time</i>	Dependent on issue priority (see section 1.4.1)
<i>Diagnosis time</i>	Dependent on issue priority (see section 1.4.1)
<i>Service volume</i>	Annual pool of hours (see contract).
<i>Rules of use</i>	<ul style="list-style-type: none"> • In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

- Planned Maintenance Service and Technical Support;
- Hosting.

1.4.2.2 Planned Maintenance Service and Technical Support

1.4.2.2.1 Service Description - Planned Maintenance

Scytl is responsible for guarantying the quality of the Software provided under the Agreement, as well as facilitating the inclusion of new features as a result of a product evolution. Upon a **Maintenance Release**, Scytl guarantees the data integration for the **Supported Versions**.

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<i>What is included</i>	<ul style="list-style-type: none"> • Perfective maintenance; • Adaptive maintenance; • Preventive maintenance (including updates such as digital certificates); • Corrective maintenance.
<i>What is not included</i>	<ul style="list-style-type: none"> • Extension of any existing functionality, which should be handled via the Change Management process; • The development of any new functionality, which should be handled via the Change Management process.

1.4.2.2.2 Service details - Planned Maintenance

1.4.2.2.3 Service Description - Specialized Technical Support Service

Scytl provides specialized technical support for those software components embedded in the provided solution. The specialized technical support includes responses to technical questions and providing technical support during maintenance or testing activities¹. The support service will be handled through the defined Technical Support Contacts.

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM EST Maintenance activities may be planned as after-hours service or during the weekends as agreed by the Customer.
<i>Response time</i>	Within 2 working days
<i>Diagnosis time</i>	<ul style="list-style-type: none"> • Critical and High severity issues - Within 8 service hours • Medium severity issues - Within 16 service hours

<i>What is included</i>	<ul style="list-style-type: none"> • Response to technical questions related to the products making up the solution; • Deployment or support to the deployment on the Licensee's infrastructures after a maintenance release. • Ad-hoc digital signature of applications after a Maintenance Release; • Ad-hoc Trusted Build activities after a Maintenance Release.
<i>What is not included</i>	<ul style="list-style-type: none"> • Support on solution configuration for specific electoral processes.

1.4.2.2.4 Service details - Specialized Technical Support Service

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM EST
<i>Response time</i>	Within 2 working days
<i>Diagnosis time</i>	Within 3 working days
<i>Service volume</i>	Annual pool of hours (see proposal/contract).

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Scytl is responsible for new releases, security, maintenance, and uptime and will provide the Customer with the following services:

- a. Hosting of the software on Scytl servers in an Amazon Data Center rented by Scytl located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day, except for scheduled maintenance.
- b. Installation, test, and initial system set up in the servers in the Data Center.

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

MOTION was made by Jason Black and seconded by LaDon Townsend to approve the following First Amendment to Tax Abatement Agreement for Tricap and M2H2. The original tax abatements were approved December 3, 2018.

**FIRST AMENDMENT TO
TAX ABATEMENT AGREEMENT**

This FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT is made and entered into effective this 4th day of October 2021 (this “Amendment”), by and between

LIMESTONE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the “County”), TRICAP DEVELOPMENT LLC, an Alabama limited liability company (“Owner”), and M2H2 HOLDINGS LLC, an Alabama limited liability company (the “Company”).

RECITALS:

WHEREAS, Owner and the Company applied for and were granted certain tax abatements by the County pursuant to the provisions of the Tax Incentive Reform Act of 1992, codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the “Tax Abatement Act”), in connection with the acquisition, development and construction of a manufacturing facility located at 20941 Sandy Road, Tanner, AL (the “Facility”) by Owner, and the equipping and operation of such Facility by the Company (collectively, the “Project”), such tax abatements being described in that certain Tax Abatement Agreement dated December 3, 2018, by and between the County, Owner and the Company (the “Tax Abatement Agreement”), a copy of which is attached hereto as **Exhibit A:** and

WHEREAS, Owner and the Company have changed the scope of the Project and correspondingly (i) increased the estimated amount of investment by Owner and the Company in the Project, and (ii) extended the estimated date for the Project to be placed in service; and

WHEREAS, Owner anticipates that it will invest approximately \$33,150,000 in connection with the Project instead of the originally estimated \$14,750,000, and the Company anticipates that it will invest approximately \$12,043,112 in connection with the Project instead of the originally estimated \$6,110,000; and

WHEREAS, it was the intention and mutual understanding of the parties at the time the County granted the tax abatements for the Project that Owner and the Company would receive tax abatements for all Noneducational Ad Valorem Taxes, Construction Related Transactional Taxes, and Mortgage and Recording Taxes associated with the Project (as such terms are defined in the Tax Abatement Act), to the

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fullest extent permitted under the Tax Abatement Act, and without regard to the original estimate by the Company of its capital investment in the Project; and

WHEREAS, Owner and the Company have each submitted to the County an Amended Application to Granting Authority for Abatement of Taxes (collectively, the “Amended Applications”), copies of which are attached hereto as **Exhibit B**, indicating (i) the additional capital investments for Owner and the Company, and (ii) the delay in the estimated date for the Project to be placed in service;

WHEREAS, the County has performed an updated cost/benefit analysis and concluded that it is to the advantage of the public that abatements be granted in accordance with this Amendment; and

WHEREAS, Owner, the Company and the County desire to enter into this Amendment to confirm the additional capital investments by Owner and the Company and the delayed estimated date for the Project to be placed in service, as reflected in the Amended Applications and the tax abatements granted by the County as an inducement for Owner and the Company to continue developing the Project.

NOW, THEREFORE, in consideration of the respective agreements on the part of the County, Owner and the Company, as contained in the Tax Abatement Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, Owner and the Company hereby agree as follows:

1. Amendments. The Tax Abatement Agreement shall be amended as follows:
 - (a) The third recital of the Tax Abatement Agreement is hereby amended to (i) replace “\$14,750,000” with “\$33,150,000”, and (ii) replace “\$6,110,000” with “\$12,043,112”.
 - (b) Section 1(a) of the Tax Abatement Agreement is hereby amended to (i) replace “the Company’s investment in the Project” with “Owner’s and the Company’s investment in the Project”, (ii) to replace “\$635,380 (of which \$590,000 is attributable to the Owner and \$133,880 is attributable to the Company)” with “\$1,374,846 (of which \$1,127,100 is attributable to the Owner and \$247,746 is attributable to the Company)”, and (iii) to replace “\$316,400 (of which \$222,000 is attributable to Owner and \$94,400 is attributable to the Company)” with “\$996,690 (of which \$826,000 is attributable to Owner and \$170,690 is attributable to the Company)”.
 - (c) Section 2(a) of the Tax Abatement Agreement is hereby amended to replace “\$20,860,000” with “\$45,193,112”.
2. Full Force and Effect. Except as expressly amended hereby, all other terms of the Tax Abatement Agreement shall continue in full force and effect.
3. Captions. The titles and captions contained in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope or intent of this Amendment.
4. Controlling Law. This Amendment will be governed by and construed and enforced in accordance with the laws of the State of Alabama without giving effect to principles of conflict of laws.

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IN WITNESS WHEREOF, the County and the Company have caused this Amendment to be executed in their respective names, have caused their respective seals to be hereunto affixed, in several counterparts, each of which shall be deemed an original, and have caused this Amendment to be effective as of the date first set above.

I, the undersigned County Administrator of LIMESTONE COUNTY, ALABAMA, a political subdivision of the State of Alabama, hereby certify that the attached pages numbered consecutively from 1 to 5, inclusive, together with: (a) the attached Amended Applications to Granting Authority for Abatement of Taxes designated **Exhibit “A”**; and (b) the attached form of First Amendment to Tax Abatement Agreement designated **Exhibit “B”**, constitute a true, correct, and complete copy of excerpts of the minutes of a regular public meeting of the Limestone County Commission held on October 4, 2021 as the same appear in the records of the Limestone County Commission.

CERTIFICATE OF COMPLIANCE WITH OPEN MEETINGS LAW I, Ellen Morell, as County Administrator of **LIMESTONE COUNTY, ALABAMA**, hereby certify that the regular public meeting of the Limestone County Commission was held in full compliance with the Open Meetings Law, Act No.2005-40, and that

- (a) the date and hour fixed for the meeting of the Limestone County Commission referred to above was posted in compliance with Section 11-3-8 of the Code of Alabama (1975), as amended;
- (b) the place for posting public ordinances, resolutions and other matters respecting actions by the Limestone County Commission has been, since at least October 1, 2005, the public areas of the County Courthouse and the Limestone County Commission;
- (c) a preliminary agenda was prepared for the meeting referred to above;
- (d) the meeting was conducted in accordance with procedures previously adopted by the Limestone County Commission; and
- (e) votes on all matters were taken orally in the presence of the members of the Limestone County Commission and those assembled.

WITNESS my signature as said Administrator, under the seal of Limestone County, Alabama

**MINUTES OF A REGULAR PUBLIC MEETING OF THE LIMESTONE
COUNTY COMMISSION**

The members of the **LIMESTONE COUNTY COMMISSION** held a regular public meeting at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama, on October 4, 2021 at 10:00 a.m. local time. The following members of the Limestone County Commission were present at the meeting.

Commission Member	PRESENT	ABSENT
Collin Daly	X	
Daryl Sammet	X	
Danny Barksdale	X	
Jason Black	X	
Ladon Townsend	X	

Collin Daly acted as chairman of the meeting (the “Chairman”), and Ellen Morell acted as secretary of the meeting. A quorum being present, the Chairman declared the meeting open for the transaction of business.

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The following written resolution was introduced:

BE IT RESOLVED by the members of the LIMESTONE COUNTY COMMISSION (the “Commission”), as follows:

Section 1. Recitals. The Commission does hereby find, declare and ascertain as follows:

- (a) The Commission granted certain tax abatements to TRICAP DEVELOPMENT LLC, an Alabama limited liability company (“Owner”), and M2H2 HOLDINGS LLC, an Alabama limited liability company (the “Company”), pursuant to Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the “Tax Abatement Act”), in connection with the acquisition, development and construction of a manufacturing facility located at 20941 Sandy Road, Tanner, AL (the Facility) by Owner, and the equipping and operation of such Facility by the Company (collectively, the “Project”), and such tax abatements are described in that certain Tax Abatement Agreement dated December 3, 2018, between Limestone County, Alabama (the “County”), Owner and the Company (the “Original Tax Abatement Agreement”)
- (b) The Company has changed the scope of the Project and correspondingly (i) increased the estimated amount of investment by Owner and the Company in the Project, and (ii) extended the estimated date for the Project to be placed in service;
- (c) Owner and the Company have each submitted to the Commission for its review, acceptance and approval an Amended Application to Granting Authority for Abatement of Taxes (each, an “Amended Application” and collectively, the “Amended Applications”) presented to the meeting at which this resolution is adopted, and such Amended Applications are attached hereto as **Exhibit “A”** and made a part of this resolution as if fully and completely set forth herein;
- (d) Owner and the Company have submitted to the Commission for its review, acceptance and approval a so-called “First Amendment to Tax Abatement Agreement” (the “Amendment”) between the County, Owner and the Company (which form is attached hereto as **Exhibit “B”** and made a part of this resolution as if fully and completely set forth herein), setting forth the additional capital investments by Owner and the Company and the delayed estimated date for the Project to be placed in service;
- (e) The Company’s increased capital investment with respect to the Project will promote trade and commerce in the State of Alabama and in the County; and
- (f) It is desirable and appropriate for the Commission to accept and approve the Amended Applications, to confirm and approve the grant of tax abatements for the Company’s total estimated investment in the Project as reported in the Amended Applications, and to approve and cause the Commission to enter into the Amendment.

Section 2. Grant of Abatements. To induce Owner and the Company to continue developing the Project, the Commission, pursuant to the provisions of the Tax Abatement Act, hereby grants the abatements with respect to the total capital investment in the Project by Owner and the Company, as reported in the Amended Applications, for all Noneducational Ad Valorem Taxes, Construction Related Transaction Taxes, and Mortgage and Recording Taxes to the fullest extent allowed under the Tax Abatement Act (as such terms are defined in the Tax Abatement Act).

Section 3. Amendment. In order to further induce Owner and the Company to develop the Project and to ensure that the applicable provisions and requirements of the Tax Abatement Act are respected and carried out, the Chairman of the Commission is hereby authorized to execute and deliver, for and in

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the name and behalf of the Commission, the Amendment, effective as of the date of the Original Tax Abatement Agreement, with such changes thereto, not inconsistent with the provisions hereof, as the Chairman of the Commission shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution, and the Administrator is hereby authorized to affix the seal of the Commission to the Amendment and to attest the same.

Section 4. Ancillary Documents. The Chairman of the Commission and the County Administrator are hereby further authorized and directed to execute, deliver, seal, and attest such other ancillary documents and certificates as may be necessary to effect the transaction authorized by this resolution, and their signatures thereon shall be conclusive evidence of the due exercise of this authority.

Section 5. Severability. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

Section 6. Miscellaneous. The terms of this resolution shall be deemed a contract with Owner and the Company and may not be rescinded or amended by the Commission without the express, written consent of Owner and the Company.

Commissioner Jason Black moved that the foregoing resolution be adopted, which motion was seconded by Commissioner LaDon Townsend, and, upon the same being put to vote, the following vote was recorded:

Commission Member	YEAS:	NAYS:	ABSTENTIONS:
Collin Daly			
Daryl Sammet	X		
Danny Barksdale	X		
Jason Black	X		
Ladon Townsend	X		

The Chairman thereupon announced that the motion for the adoption of said resolution had been carried.

Upon conclusion of business to come before the meeting, the same was adjourned as allowed by law.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to submit a Centers for Disease Control and Prevention/Department of Justice Grant, through the Alabama Department of Public Health, with no match from the county, for the following:

- Cost of four Corrections Officers for three years is approximately \$665,958.48.

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- Cost of CourtCall video system is approximately \$64,800.00 for three years. CourtCall will provide remote court appearances that will provide 2 kiosks for use within the jail and will equip four courtrooms with laptops, that have unlimited usage.
- Cost of 200 COVID-19 tests for 3 years is approximately \$3,000.00.
- Cost of PPE (i.e., gloves, respirators, masks, and gowns), for three years, is approximately \$35,055.00.

DETECTION & MITIGATION OF COVID-19 IN CONFINEMENT FACILITIES

GUIDANCE

PROJECT E: EMERGING ISSUES

BACKGROUND AND PURPOSE

CDC, in partnership with the Department of Justice, is providing financial assistance to ELC recipients to respond to Coronavirus Disease 2019 (COVID-19) in confinement facilities within their jurisdictions. For the purposes of this guidance, the term 'confinement facilities' includes adult prisons and jails; juvenile confinement facilities; police lockups; and community confinement facilities as defined by 28 CFR § 115.5. State recipients must support units of local government within their jurisdiction to reach the fullest complement of confinement facilities in the state.

According to the March 2021 Department of Justice (DOJ) Office of Justice Programs (OJP) Bureau of Justice Statistics Special Report, Impact of COVID-19 on the Local Jail Population. January-June 2020, "... from March to June 2020, jails conducted 215,360 inmate COVID-19 tests. More than 11% of these tests were positive. Jails in counties with confirmed residential COVID-19 infection rates of 1% or more tested nearly 21% of persons admitted to their jails from March to June 2020." In addition, The Marshall Project: COVID Cases in Prisons found that, "by mid-December [2020], one in five state and federal prisoners in the United States had tested positive for the coronavirus -- a rate more than four times higher than the general population." Additionally, COVID-19 infections in confinement facility staff have significantly hampered operations of the facilities and services to residents/detainees/inmates. Finally, as states begin to reopen their facilities for visitors and service/care providers, mitigation of new transmission of COVID-19 must be addressed.

To meet the need to combat COVID-19 in confinement facilities, CDC in partnership with DOJ will assist ELC recipients in responding to COVID-19 in confinement facilities. ELC recipients should familiarize themselves with and incorporate elements from the CDC guidance on the Management of COVID-19 in Correctional and Detention Facilities when developing workplans and budgets for this award.

FUNDING STRATEGY

A total of \$700,000,000, made available through the *American Rescue Plan Act of 2021*, P.L. 117-2 and under this *Detection & Mitigation of COVID-19 in Confinement Facilities* project, will be awarded to the current 64 ELC recipients according to a formula based on a recipient's jurisdictional incarcerated population divided into the total national incarcerated population.

Funds will be awarded in Budget Period 3 (i.e., August 1, 2021 through July 31, 2022); however, the awards will have an extended budget period to support activities through July 31, 2024.

The objectives and goals of this funding are primarily focused on providing resources to confinement facilities

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for the detection and mitigation of COVID-19. ELC recipients may choose to enter into agreements with other state entities to distribute funds for these purposes. A minimum of 85% of the award must directly support the activities, goals, and objectives of this guidance. Up to 15% may be used by recipients for coordination, management, technical assistance, monitoring, and data collection and reporting activities. In addition to this financial assistance, technical assistance will be provided by DOJ. Details for accessing technical assistance will be provided in future communications.

Financial expenditures will be monitored and assessed with recipients monthly.

ALLOWABLE COSTS

Recipients should consider requesting the following when developing the *Detection & Mitigation of COVID-19 in Confinement Facilities* budgets.

1. Personnel (term, temporary, students, overtime, consultant and/or contract staff, etc.) related to testing and mitigation efforts.
2. Laboratory equipment used for COVID-19 testing and necessary maintenance contracts.
3. Collection supplies, test kits, reagents, consumables, and other necessary supplies for existing or new screening testing or onboarding new platforms to support testing.
4. Personal Protective Equipment (PPE) (e.g., masks, gloves, gowns) for those collecting samples and/or conducting testing.
5. Courier service contracts (new or expansion of existing agreements) related to testing efforts.
6. Service contracts for provision of end-to-end services such as tests, collection and reporting.
7. Hardware and software necessary for reporting to public health and communication and coordination of follow up on any positive cases detected.
8. Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19, that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).
9. Contracts with academic institutions, private laboratories, other non-commercial healthcare entities, and/or commercial entities that may provide all or part of the testing needs.
10. Software or systems to assist with quality management, biosafety, or training needs related to testing and mitigation efforts.
11. Expenses associated with outreach and assistance related to testing and mitigation efforts (e.g., support provided through education leaders, community-based organizations).
12. Expenses associated with meeting resident/detainee/inmate needs resulting from COVID-19-related limited/restricted mobility and/or access to the facility. This includes communication access to/by family, legal representation, and service providers, such as educators and mental health professionals (e.g., providing testing costs for visitors, having more room for proving appropriate distancing during visits, etc.).

The above list covers the anticipated, most relevant costs associated with achieving the activities in this guidance. This list does not represent a full list of allowable costs. Recipients are referred to the cost principles regulation found at [45 CFR Part 75 Subpart E - Cost Principles](#).

In determining if costs are allowable, consideration must be given to applicable regulations; the overall underlying cooperative agreement (CK19-1904); be considered necessary and reasonable; and be considered allocable (see: [45 CFR 75.403](#)). Any questions about specific budget items should be directed to the Office of Grants Services (OGS) and the ELC Project Officer.

Please also note, the CDC is not prescribing the specific tests that may be used for implementing testing; however, recipients are encouraged to adhere to CDC and FDA guidance when selecting a test type and determining the particular approach to testing.

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COVID-19 TERMS AND CONDITIONS

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116- 139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2020 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117- 2] agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID- 19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable. Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, in accordance with HHS' regulatory requirements for pass-through entities at 45 CFR 75.352, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer testing and mitigation without discriminating on non-public-health grounds within a prioritized group.

Acknowledgement of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents -such as tool-kits, resource guides, websites, and presentations (hereafter "statements")-describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

1. The percentage and dollar amount of the total costs of the program or project funded with federal money; and,
2. The percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the [full name of the

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OPDIV/STAFFDIV] of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by **[OPDIV/STAFFDIV]/HHS**. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by **[OPDIV/STAFFDIV]/HHS**, or the U.S. Government. For more information, please visit **[OPDIV/STAFFDIV website, if available]**.

The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources: This **[project/publication/program/website, etc.] [is/was]** supported by the [full name of the **OPDIV/STAFFDIV]** of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by **[OPDIV/STAFFDIV]/HHS** and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by **[OPDIV/STAFFDIV]/HHS**, or the U.S. Government. For more information, please visit **[OPDIV/STAFFDIV website, if available]**.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement. Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

Termination

This award may be terminated in whole or in part consistent with 45 CFR 75.372. CDC may impose other enforcement actions in accordance with 45 CFR 75.371- Remedies for Noncompliance, as appropriate.

PROCESS FOR WORKPLAN AND BUDGET SUBMISSION

Within five (5) business days of receipt of this guidance, the recipient's Authorized Official is required to acknowledge receipt of this guidance by submitting a Grant Note in Grant Solutions. The acknowledgement must be submitted on the recipient's official agency letterhead and utilize the 'Acknowledgement Letter for CK19-1904 - COVID Supplemental Funds' template provided at the end of this guidance document.

This funding will be awarded in the ELC Budget Period 3 (BP3) (i.e., August 1, 2021 - July 31, 2022) under CK19-1904. However, recipients should note that this supplemental funding is for a thirty-six (36) month project period and will end on July 31, 2024. The expanded project period coincides with the end of Budget Period 5 (BP5) (i.e., July 31, 2024) of the ELC Cooperative Agreement (CK19-1904). Therefore, workplans and revised budgets should reflect activities and associated costs that will end on July 31, 2024.

Within 90 days of receipt of the Notice of Award (NOA), the recipient is required to submit a workplan and revised budget describing its proposed activities. Upon submission, budgets and workplans will be reviewed by CDC and feedback will be provided and discussed with the recipient. Any necessary or recommended changes may be agreed upon between the recipient and CDC and documented in REDCap; and any agreed upon changes must be captured in GrantSolutions, the system of record, as necessary.

To appropriately document workplans, budgets, and facilitate recipients meeting the 90-day requirement:

1. Workplan entries will be completed in the 'Detection & Mitigation of COVID-19 in Confinement Facilities' page, under 'ELC COVID-19 Projects' portal, in REDCap; and
2. Revised budgets must be completed by using the Excel budget workbook template provided via

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GrantSolutions Grant Notes at time of NOA issuance. **Note:** If a recipient does not meet the 90-day submission requirement and has not received written approval for an extension from CDC, then the Payment Management System (PMS) account associated with this award may be restricted. The restriction will result in a manual drawdown process that requires CDC approval of each PMS charge. This restriction will remain in effect until the recipient satisfactorily meets the workplan and budget submission requirement.

a. Funds will be awarded under the 'Other' cost category and will be accessible in the Payment Management System (PMS) during the 90-day budget revision period for use in accomplishing activities outlined in this guidance;

b. Recipients will adjust the cost category allocations of awarded funds to reflect the areas where financial assistance is needed;

c. Recipients will upload the revised budget into GrantSolutions via a budget revision amendment, with a courtesy copy into REDCap 'Detection & Mitigation of COVID-19 in Confinement Facilities' page of the 'ELC COVID-19 Projects' portal, by the 90-day post award deadline; and

d. The ELC Project Officer and OGS will process the budget revision amendment in GrantSolutions and the recipient will receive a revised NOA reflecting the requested cost category allocations.

3. A letter, indicating that all ELC Governance Team members (i.e., Project Director, Epidemiology Lead, Laboratory Lead, Health Information Systems Lead, and Financial Lead) have both contributed to and agreed upon the workplan and revised budget submitted, must be signed by all Governance Team Members (hard copy or digital signature) and submitted with the documents in the REDCap portal.

GrantSolutions

Within 90 days of receipt of the NOA, the recipient is required to submit a '**Budget Revision Amendment**' as part of the recipient's current award (CK19-1904), Budget Period 3.

The budget revision amendment' must consist of the following documents:

1. Budget information: SF-424A

a. Recipient can use the form generated by the ELC budget workbook;

b. Or, recipient can submit a PDF of this form.

c. Please do not use the **e-form in GrantSolutions** as it creates issues when processing the revised NOA.

2. **Cover Letter** signed by the Authorized Official of record in GrantSolutions.

3. **Completed revised budget** using the ELC budget workbook that was provided in GrantSolutions as a Grant Note.

Note: In a cooperative agreement, CDC staff is substantially involved in the program activities, above and beyond routine grant monitoring.

CDC responsibilities include but are not limited to:

1. Provide ongoing guidance, programmatic support (including guidance on evaluation, performance measurement, and workplan changes), technical assistance and subject matter expertise to the activities outlined in this supplemental funding announcement guidance.

2. Convene trainings, meetings, conference calls, and site visits with recipients.

3. Share best practices identified and provide national coordination of activities, where appropriate.

REQUIRED TASKS

Note: If a recipient does not meet the below required tasks and has not received written approval for an extension from CDC, recipient may have their funds restricted in the Payment Management System (PMS) for specific costs/activities. Recurring or repeat non-compliance may result in additional restrictions or other

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actions being taken, consistent with applicable grant regulations. In addition to the programmatic activities noted below in further detail, recipient responsibilities include but are not limited to:

1. Within **five (5) business days** of receipt of this guidance the Authorized Official is required to acknowledge receipt of this guidance by submitting a Grant Note in GrantSolutions. The acknowledgement must be submitted on the recipient's official agency letterhead and utilize the 'Acknowledgement Letter for CK19-1904 COVID Supplemental Funds' template provided at the end of this guidance document.
2. Regular participation in calls with CDC &/or DOJ for technical assistance and monitoring of activities supported through this cooperative agreement. The call schedule will be quarterly; however, additional technical assistance calls may be scheduled on an ad hoc basis depending on recipient workplan progress and financial reporting.

On-time submission of all requisite reporting. This may include but is not limited to reporting of performance measures on a quarterly basis, progress on milestones on a quarterly basis, and/or financial updates on a monthly basis within REDCap.

3. Report expenditures and unliquidated obligations (ULOs) on a monthly basis. On the 5th day of the month, the expenditures and ULOs from the prior month shall be reported in the REDCap 'Detection & Mitigation of COVID-19 in Confinement Facilities' page.
4. Documentation of any necessary budget change/reallocation through GrantSolutions and REDCap.

ACTIVITIES

This award has 15 allowable activities which are designed to detect, diagnose, trace, and monitor SARS-CoV-2 and COVID-19 infections, and mitigate the spread of COVID-19 in confinement facilities. The first activity is required; whereas, the other activities are optional to address needs within a recipient's jurisdiction.

Required Activity

- 1) Assist facilities in establishing and implementing diagnostic and screening testing programs for residents/detainees/inmates, staff, and visitors.

Optional Activities

- 2) Conduct COVID-19 testing and contact tracing within confinement facilities.
- 3) Support facilities in planning and implementing recommended isolation and quarantine strategies including for confirmed and suspected cases and close contacts.
- 4) Implement distancing policies and support staff training to maintain distancing practices.
- 5) Support staffing strategies that reduce the risk of virus transmission (e.g., organize staff assignments so that the same staff are assigned to the same areas of the facility over time).
- 6) Support transportation policies and practices consistent with recommendations to reduce transmission.
- 7) Implement visitor policies consistent with recommendations to reduce virus risk.

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- 8) Implementation of infection control practices inside facilities.
- 9) Develop and implement procedures and systems to improve confinement facility preparedness and response efforts.
- 10) Coordinate preparedness and response efforts with state, local, tribal, and territorial public health departments to prevent, prepare for, and respond to COVID-19 within confinement facilities.
- 11) Enhance/improve the practices of confinement facilities to mitigate the spread of COVID-19, and to reduce the risk of virus transmission and exposure to environmental health hazards.
- 12) Purchase of additional supplies to sanitize and clean the confinement facilities. Funding must not supplant existing expenditures on such supplies and can only be used to support enhanced cleaning efforts.
- 13) Educate and train confinement facility staff and residents/detainees/inmates on sanitation and minimizing the spread of infectious diseases.
- 14) Implement COVID-19 mitigation practices to minimize potential opportunities for exposure including video conferencing technology and other measures for attorney/client purposes, court appearances, family visiting, and programming.
- 15) Based on state and local laws and regulations, and training and technical assistance provided by the DOJ, review and analyze policies and practices and implement policy and practice changes to safely reduce populations in confinement facilities to mitigate the spread of COVID-19. This could include creating policies and practices that may divert individuals from confinement, determine the optimal population for the facility given physical plant/structure and public health guidelines, and the revision of appropriate release practices. The DOJ will make training and technical assistance available to grantees to help ensure these activities comport with state and local laws and evidence-based practices and are administered solely by state and local correctional agencies.

PERFORMANCE MEASURES

Performance measures will be developed and shared with recipients within 30 days of award.

The ELC Program Office will utilize existing data sources whenever possible to reduce the reporting burden on recipients and, where appropriate.

SUMMARY OF REPORTING REQUIREMENTS

The following is a summary of the reporting requirements for the *Detection & Mitigation of COVID-19 in Confinement Facilities* award.

1. Within five (5) business days of receipt of this guidance, the Authorized Official is required to acknowledge receipt of this guidance by submitting a Grant Note in Grant Solutions.
2. Quarterly progress reports on milestones in approved workplans via REDCap.
3. Monthly fiscal reports (beginning 30 days after NOAs are issued).
4. Performance measure data.
5. CDC may require recipients to develop annual progress reports (APRs). CDC will provide APR guidance and optional templates should they be required.

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Detection & Mitigation of COVID-19 in Confinement Facilities

Date:

Organization Name:

Subject: Acknowledgement Letter for CK19-1904 - COVID-19 Supplemental Funds - 'Detection & Mitigation of COVID-19 in Confinement Facilities'

Reference: Guidance for the use of supplemental funding for CK19-1904 'Detection & Mitigation of COVID-19 in Confinement Facilities' through the American Rescue Plan Act of 2021.

This is to acknowledge that I have received, reviewed, and understand the requirements in the attached programmatic guidance.

The federal funding received will be in support of the supplemental funding referenced herein and will be spent in accordance with the legislation and programmatic guidance.

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APPENDIX A: DETECTION & MITIGATION OF COVID-19 IN CONFINEMENT FACILITIES FUNDING TABLE Total Award: \$700,000,000

Recipient	Award Amount	Recipient	Award Amount
Alaska	\$ 1,610,000	Mariana Islands	\$ 210,000
Alabama	\$ 14,210,000	Mississippi	\$ 9,870,000
Arkansas	\$ 9,310,000	Montana	\$ 2,450,000
American Samoa	\$ 210,000	North Carolina	\$ 20,230,000
Arizona	\$ 20,580,000	North Dakota	\$ 1,190,000
California	\$ 66,150,000	Nebraska	\$ 3,570,000
Chicago	\$ 2,100,000	New Hampshire	\$ 1,470,000
Colorado	\$ 11,760,000	New Jersey	\$ 9,940,000
Connecticut	\$ 4,480,000	New Mexico	\$ 4,830,000
District of Columbia	\$ 700,000	Nevada	\$ 7,140,000
Delaware	\$ 1,820,000	New York	\$ 20,790,000
Florida	\$ 55,160,000	New York City	\$ 2,730,000
Fed. States of Micronesia	\$ 490,000	Ohio	\$ 26,180,000
Georgia	\$ 33,880,000	Oklahoma	\$ 14,210,000
Guam	\$ 700,000	Oregon	\$ 7,560,000
Hawaii	\$ 1,750,000	Pennsylvania	\$ 26,670,000
Houston	\$ 3,290,000	Philadelphia	\$ 1,610,000
Iowa	\$ 5,180,000	Puerto Rico	\$ 980,000
Idaho	\$ 4,620,000	Palau	\$ 70,000
Illinois	\$ 17,990,000	Rhode Island	\$ 980,000
Indiana	\$ 17,220,000	South Carolina	\$ 10,920,000
Kansas	\$ 6,510,000	South Dakota	\$ 2,100,000
Kentucky	\$ 13,230,000	Tennessee	\$ 18,200,000
Louisiana	\$ 17,290,000	Texas	\$ 75,950,000
LA County	\$ 6,230,000	Utah	\$ 4,550,000
Massachusetts	\$ 5,810,000	Virginia	\$ 21,140,000
Maryland	\$ 10,220,000	US Virgin Islands	\$ 490,000
Maine	\$ 1,400,000	Vermont	\$ 630,000
Marshall Islands	\$ 350,000	Washington	\$ 10,990,000
Michigan	\$ 19,880,000	Wisconsin	\$ 13,300,000
Minnesota	\$ 5,670,000	West Virginia	\$ 3,990,000
Missouri	\$ 13,860,000	Wyoming	\$ 1,400,000

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2759	Tire Recycling Project (County Commission)	Liberty Tire Recycling	\$2,750.00 per load
2760	Rental of Appraisal Uniforms (Revenue Commission)	Aramark Uniform Services	\$30.06 per week

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		No bids received. Negotiated price. Continue previous bid price with 36-month contract.	
2761	Printing Security Envelopes with Window (County Commission)	Decatur Printing Solutions	\$212.50

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

MOTION was made by Danny Barksdale and seconded by Jason Black to approve to promote Caleb Durden to Chief Investigator.

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve to hire Trillion Tribble as Corrections Officer, 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; Daryl Sammet, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by LaDon Townsend to approve to amend the Personnel Policy to make changes to the “Promotions” section under “Career Advancement”, and the “Inclement Weather” section under “Administrative Leave Policy.

XVIII. CAREER ADVANCEMENT

- A. Promotions: A promotion is defined as the permanent assignment of an employee to a more responsible position with a higher grade than his/her current grade and an accompanying increase in salary.
- B. Vacancies in classified positions above the entry level will be filled, if possible, by the promotion of qualified classified or temporary employees who meet the qualifications and no announcement or advertisement of the position shall be required for the promotion of any such employee.
- C. Any employee may submit an application to be considered for a vacant higher-level position that is announced and advertised by submitting an application to the Human Resource Coordinator in accordance with the published job vacancy notice.

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D. Promotions will be based on merit, job performance, ability and experience. The Human Resource Coordinator will ensure in each instance of promotion that the employee meets the criteria for the promotion.

E. All promotions shall involve an increase in salary. The amount of salary increase will be determined in accordance with the County pay plan. The promoted employee will be placed on the next step above his/her present rate of pay in the new pay grade.

F. Promotion Procedures:

1. Any vacancies not filled by the promotion of qualified classified or temporary employees will be announced on a community-wide basis. These vacancies will be advertised by the Human Resource Coordinator in appropriate newspaper media. Vacancy notices will be filed with the State Employment Office and posted on bulletin boards in prominent County buildings and other locations. Such vacancies shall be open to any qualified applicant.

2. After the closing date for receipt of applications, the Human Resource Coordinator shall schedule interviews and forward all applications and/or resumes to the department head for interviews and final selection. After the department head makes the selection, he/she will submit a letter to the Human Resource Coordinator who will ensure that all necessary records are updated. The letter will be forwarded to the Commission for approval.

XXII. ATTENDANCE AND LEAVE

d. Inclement Weather: The Limestone County Commission Chairman may close the County offices in the best interest of the public or allow the employees working in the County offices to arrive later or leave early due to inclement weather, natural disaster and/or other emergency situations.

1. This policy only applies to an employee's principal place of residence. An employee who is not at his or her principal place of residence (e.g. beach, lake house or vacation location) and is unable to report to scheduled duty due to any of the above conditions shall use accrued leave to cover his or her absence from work. Compensatory or other time off shall not be given to employees who report to work when others do not.

2. Decisions to allow employees to leave work early in a developing severe weather or other situation will be the responsibility of the Limestone County Commission Chairman. Time lost from work in such an event will be in accordance with Fair Labor Standards Act regulations and will possibly require the use of accrued leave, unless the hours affected fall in a period which is subsequently declared an emergency closure.

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3. If County offices remain open and an employee does not feel secure in coming to work, the employee should contact their supervisor through normal reporting procedures and request that use of annual leave, personal leave, compensatory time or leave without pay to cover the absence. Sick leave may not be authorized for any weather-related absence unless the employee is legitimately sick. The Limestone County Commission Chairman, HR Department or the employee's direct Supervisor may require that anyone who calls in sick during inclement weather bring adequate evidence, including a physician's statement, to document their illness.

4. Employees required to work, such as emergency management employees, sheriff's office employees, and district employees, etc., will receive their normal pay, plus overtime, according to the Fair Labor Standards Act, for those hours over their normal work week. Compensatory time will be awarded for their scheduled workdays.

5. Employees on previously approved leave during the affected period must continue to charge the appropriate leave.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to transfer Beth Gist from Dispatcher to Warrants Clerk.

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

MOTION was made by Jason Black and seconded by LaDon Townsend 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
Justin Smith	Deputy	10/6/21
Richard Clanton	Deputy	10/15/21
Jeremiah Durden	Investigator	10/13/21
John McCormick	Sergeant	10/16/21
Emily Lewter	Deputy	10/28/21
Stephen B. Croley	Lieutenant	10/2/21
Justin McDonald	Corrections Officer	10/20/21
Julian T. Tyler	Corporal	10/26/21

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Sunderlin Hills	Minor	Preliminary & Final	20	4	East side of Tillman Mill Rd between Section Line & Cannon Rd

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve to remove the following from inventory:

Department	Item	Inventory #	Serial #
District 1	HP EliteBook Revolve Laptop	18852	8CG44408JZ

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve to dissolve the Parks and Rec Board effective immediately.

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

Commissioner Daryl Sammet reported that the contractor finished the concrete work on Old School House Road and hoped to have that road opened by the middle of the week. Commissioner Sammet also addressed the issues that occurred on Barnes Road and stated, "Barnes Road was a major undertaking and took a lot of teamwork. I want to thank everyone and especially my crew. We worked together to get it cut out and put back together in the same day. Engineering helped us with the hauling, backfilling and moving the culverts." Commissioner Sammet also expressed his appreciation to Commissioner Black for the loan of District 3's excavator and expressed the importance of the repair and maintenance of bridges and culverts.

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Commissioner Danny Barksdale reported that District 2 would be paving Craft Road, Craft Lane, Ransom Spring Drive and Burgreen Road. Commissioner Barksdale requested that citizens be careful, mindful and considerate of the employees and traffic control.

Commissioner Jason Black reported that District 3 is still cutting the sides of the roads and there will still be one more round of cutting in October or November. Commissioner Black further reported that there are still three roads in his district that need to be paved, and once those roads are paved, that will finish up District 3's projects for the year.

Commissioner LaDon Townsend reported that New Cut Road should be finished this week and requested that citizens be attentive due to "a lot of moving parts" on that road. Commissioner Townsend also reported that Chapman Hollow Road still needed three cross drains installed and then they would be working on the Chapman Hollow bridge in the next few weeks. He further commented that District 4 was also finishing up the second round of bush hogging and running the brush cutters.

Chairman Collin Daly relayed that prayers were being sent out for the Sheffield Police Officers and their families as well as Commissioner Black's family due to the passing of his mothers-in-law. Chairman Daly also presented to the Commission the idea of using an old patrol car and the use of the blue lights during paving projects in order to slow people down, and he expressed the importance of employee safety.

Adjourned at 10:27 a.m. until 9:00 a.m. on Monday, October 18, 2021 at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.