

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 18, 2017**

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

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

Chairman Mark Yarbrough presented a proclamation proclaiming September 2017 as Gynecologic Cancer Awareness Month in Limestone County. Angie Norwood from Mildred's Angels accepted the proclamation on behalf of the Laura Crandall Brown Foundation and their "A State of Teal" initiative. Angie requested everyone to wear teal on Tuesday to show support of the awareness initiative.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the minutes of August 7 & 16, 2017.

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

**MOTION** was made by Stanley Hill and seconded by Jason Black to approve the following claims

8/01/17	Check # 44318	\$ 717.66
8/04/17	Check # 44319 – 44391	\$231,705.93
8/11/17	Check # 44392 – 44452	<u>\$183,085.02</u>
	TOTAL	<u>\$415,508.61</u>

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

**MOTION** was made by Steve Turner and seconded by Stanley Hill to authorize the Chairman to execute the following agreement with the Mental Health Center of North Central Alabama, Inc. to continue providing an on-site Juvenile Court Liaison for 40 hours per week beginning October 1, 2017 through September 30, 2018; \$57,750.00 annually.

## MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 18, 2017

### MENTAL HEALTH CENTER OF NORTH CENTRAL ALABAMA, INC. *and* LIMESTONE COUNTY, BOARD OF COUNTY COMMISSIONERS SERVICE AGREEMENT

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

1. This service agreement will go into effect October 1, 2017 and will continue through September 30, 2018.
2. Beginning October 1, 2017 ALCC will continue to provide Commission with an on-site Juvenile Court Liaison. JCL will provide services for the District Court of Limestone County or as specified by Commission.
3. ALCC JCL will provide on-site services for forty (40) hours per week during the normal Monday through Friday work schedule. Work schedule will be mutually agreed upon between ALCC and Commission.
4. ALCC JCL services will include, but are not limited to: mental health assessments; mental health evaluations; crisis counseling and interventions; individual, group and family counseling; consultation to District Court staff, adolescent anger management classes and other related services as needed. Prioritization of JCL services will remain a function of Chief District Judge of Limestone County.
5. Commission agrees to provide in-kind contributions of office space and furniture as well as reasonable access to a phone, internet access, copying machine, fax and the like in order for the JCL to carry out their job duties.
6. Commission and the District Court of Limestone County will abide and follow all state and federal requirements for sharing client protected health information (PHI).
7. Rates for stated JCL services will be fifty-seven thousand, seven hundred and fifty dollars (\$57,750) annually or four thousand, five-hundred, twelve dollars and fifty cents (\$4,812.50) per month. Method of invoicing will remain *consistent* with established JCL invoicing practices.

Monthly payments for JCL services are to be sent to:

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

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

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\_\_\_\_\_  
Mark Yarbrough, Chairman  
Limestone County, board of  
County Commissioners

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following agreement between Neel-Schaffer, Inc. and the Limestone County Commission for Engineering Services for six bridge bearing replacements on Easter Ferry Road Bridge over Elk River.

**FEE PROPOSAL and AGREEMENT FOR PROFESSIONAL SERVICES  
ENGINEERING SERVICES: 6 BRIDGE BEARING REPLACEMENTS  
Easter Ferry Road Bridge over Elk River**

Neel-Schaffer, Inc. (NSI) is pleased to provide this proposal and agreement for providing professional engineering services related to replacement of 6 deteriorated bearing devices at the above referenced bridge. The bearings to be replaced include three bearings at each expansion end of the 3 span continuous main span units for the above referenced bridge which were selected for replacement after our recent inspection of the bearings for this bridge.

This document will provide formal terms of our agreement with the County for this project.

**SCOPE OF WORK**

Neel-Schaffer, Inc. shall provide the following services in relation to this project:

- Prepare preliminary schematics and recommendations regarding the type of bearing repairs to be detailed in the final plans.
- After review and acceptance of the type of replacement bearings, complete the final contract plans.
- Provide technical specifications for inclusion by the County into the Contract Manual for bidding purposes.
- Upon advertisement of the project by the County, be available to attend a preconstruction meeting at the County's discretion and provide formal responses to questions from prospective bidders on behalf of the County.

**POST-BID SERVICES**

Post-bid services are not currently included as part of this agreement, but may be performed as additional services at a later date under an amendment to this agreement.

**SCHEDULE / AUTHORIZATION**

The professional services outlined herein will commence immediately upon your acceptance of this agreement. If the terms of this agreement are acceptable, please provide authorization by signing where indicated on the last page of this Agreement and returning a copy to our office by facsimile, mail, or other means of delivery.

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FEE

It is proposed that the services provided under this agreement be performed on a Lump Sum Basis:

FEE: \$17,500 Lump Sum.

Terms of payment will be net 30 days from receipt of the NSI invoices and will be submitted to the County monthly based upon a percentage completion of services.

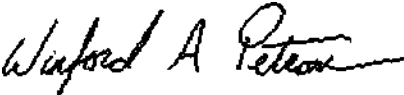
LIMITATIONS

This Agreement will be subject to the terms and conditions presented in Exhibit A of this proposal.

This letter consisting of two pages and, Exhibit A "General Terms and Conditions" consisting of four pages; represent the entire agreement between *Neel-Schaffer, Inc. and the LIMESTONE COUNTY COMMISSION*. This Letter Agreement may only be modified or amended by a duly executed written document.

We sincerely appreciate the opportunity to work with you on this project. Please contact me at 615-318-2601 or email me at [win.petrone@neel-schaffer.com](mailto:win.petrone@neel-schaffer.com) if you have any questions concerning this agreement or need any additional information. If this Agreement is acceptable, please execute and return one copy to us.

Sincerely,  
NEEL-SCHAFFER, INC.



Winford A. Petrone, P.E.  
Senior Project Manager

Attachment  
cc: Mary Margaret Nicholson, Vice President, P.E.  
Engineer Manager

ACCEPTED:  
County Commission; Limestone County, Alabama

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 18, 2017

## EXHIBIT A

### NEEL-SCHAFFER, INC. (NSI)

#### GENERAL TERMS AND CONDITIONS

#### PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Owner.** NSI shall serve as the Owner's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. NSI shall not be considered to be the agent of the Owner. The Professional consultant shall not be considered to be the agent of the Owner. To the extent that Owner is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Owner, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Owner is responsible for retaining an independent registered municipal advisor for such advice or recommendation.
2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Owner shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Owner shall give prompt written notice to NSI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Owner shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Owner becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Owner and the Owners' contractors or subcontractors to notify the Professional consultant shall relieve the Professional consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be the property of NSI. NSI shall have the right to retain copies of all documents for its files.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Owner agrees they should not be used by the Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Professional consultant from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Owner further acknowledges that any reports or studies prepared by NSI are intended solely for the Owner's use and information, and the Owner shall defend and indemnify NSI from any liabilities arising out of other entities' reliance on such reports or studies.
7. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
8. **Suspension of Services.** Owner may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Owner, under the same terms, whenever Owner shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Owner.
10. **Delays.** If NSI's services are delayed by the Owner, or for other reasons beyond NSI's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NSI shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the negligent act, error or omission of NSI.
13. **Legal Proceedings.** In the event NSI's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Owner will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Insurance.** Within the context of prudent business practices, NSI shall maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000.
16. **Information** Provided by the Owner. NSI shall indicate to the Owner the information needed for rendering of services hereunder. The Owner may elect to provide this information (including services by others) to NSI. In this case, the Owner recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Owner. In addition, the Owner agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Owner which is insufficient.
17. **Risk Allocation.** The Owner recognizes that NSI's fee includes an allowance for funding a variety of risks which affect NSI by virtue of their agreeing to perform planning services on the Owner's behalf. One of these risks stems from the NSI's potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit NSI's liability to the Owner arising from NSI's professional acts, errors or omissions, such that the total aggregate liability of NSI to all those named shall not exceed \$50,000 or NSI's total fee for the services rendered on this project, whichever is greater.
18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Owner. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Owner shall be taken to mean that the Owner is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Owner fails to make payments; then NSI, after giving seven (7) days written notice to the Owner, may suspend services until the Owner has paid in full all amounts due for services, expenses, and other related charges without recourse to the Owner for loss or damage caused by such suspension. The Owner waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Owner contests an invoice, the Owner may withhold only that portion so contested and pay the undisputed portion, after the Owner has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
19. **Force Majeure.** Neither Owner nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama
23. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.  
By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.
24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
29. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Owner, if Owner is not the Project Owner, shall provide to Professional Consultant the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Owner's point of contact with the Owner for the Project.
30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Owner and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Owner and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Owner and Professional Consultant.
31. **Course of Dealing.** Owner and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Owner or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

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

**MOTION** was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following agreement with the City of Athens effective October 1, 2017 until September 30, 2020 for housing and services to be provided for City prisoners at the Limestone County Jail; \$43 per City prisoner per resident day for housing and \$4 per City prisoner per resident day for feeding.

### STATE OF ALABAMA COUNTY OF LIMESTONE

#### AGREEMENT

This AGREEMENT, made and entered into this 18<sup>th</sup> day of August, 2017 by and between the City of Athens, Alabama, a municipal corporation ("City"), the Limestone County Commission ("County") and by the Sheriff of Limestone County ("Sheriff").

In consideration of the covenants and promises recited herein, the City, County and Sheriff agree as follows:

#### 1. DEFINITIONS.

A. CITY PRISONER - means any prisoner of the City, whether an adult or juvenile, to be housed at the County Jail at the request of the City, said prisoner:

(1) not having been charged with a felony or arrested on a child support matter;

(2) either being charged with or convicted of a misdemeanor or non-felony traffic offense, or a probation violation with the underlying charge being either a misdemeanor or a non-felony traffic offense, said offenses being under the jurisdiction of the City of Athens; and

(3) not being arrested or incarcerated on a Limestone County misdemeanor warrant, felony warrant, probation revocation warrant, bond revocation warrant, or alias warrant.

B. COUNTY JAIL - the Limestone County Detention Facility located at 101 West Elm Street, Athens, Alabama; in the event the Limestone County Detention Facility is housing prisoners in excess of the number it was designed to house, or is, for whatever reason, deemed to be inappropriate for housing any prisoner, then city prisoners may be housed in any facility in Limestone County owned, controlled, or operated by the County or Sheriff as a jail for the incarceration, commitment, or safekeeping of prisoners and other such persons as maybe committed or confined thereto by authority of law.



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C. RESIDENT DAY – each calendar day during which a City prisoner is housed in the facility.

D. CITY CUSTODY - a city prisoner is in City Custody upon his arrest by the City of Athens until he is housed in the Limestone County Jail and during those times which the City of Athens is transporting the city prisoner pursuant to the terms of this agreement.

E. COUNTY CUSTODY - a city prisoner is in County Custody upon being housed in the Limestone County Jail, except for those times which he is being transported by the City of Athens pursuant to the terms of this agreement.

### **F. HOUSED –**

(1) ADULT – any adult City prisoner is housed in the Limestone County Jail as of the time he is booked in until either the time he makes bond or the time he is released due to serving the end of his sentence.

(2) JUVENILE - any juvenile City prisoner is considered “housed” in the County Jail from the time he is booked in until either he is released to an adult who is willing and able to provide supervision or is transported to Tennessee Valley Youth Detention Center. Any subsequent transportation of a juvenile City prisoner shall be provided by the City. A juvenile City prisoner shall not be housed at the County Jail for any continuous period longer than 6 hours.

## **2. PURPOSE.**

The purpose of this Agreement shall be for the County and Sheriff to provide space and services at the County Jail to the City specifically for the housing of City prisoners at the County Jail.

## **3. TERM.**

This Agreement shall be for a term of three (3) years from its effective date.

## **4. EFFECTIVE DATE.**

This Agreement shall take effect on the 1<sup>st</sup> day of October, 2017, and shall continue in full force and effect through the 30<sup>th</sup> day of September, 2020.

## **5. RENEWAL.**

This Agreement shall be renewed upon agreement of the City, County, and Sheriff.

## **6. TERMINATION.**

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This Agreement may be terminated upon any of the following:

A. In the event of a material breach by either party, the non-breaching party may terminate this Agreement upon giving thirty (30) days written notice of the breach to the other party together with that party's intent to terminate the Agreement.

B. Upon either party giving one hundred and eighty (180) days written notice to the other party of that party's intent to terminate the Agreement.

C. By mutual agreement of the parties upon such terms and conditions as may be set forth in writing.

D. In addition to the foregoing, this Agreement shall be subject to termination if same is determined, in whole or in part, to violate or no longer be permissible under any law, rule or regulation of the State of Alabama or any agency thereof, or to be, in whole or in part, beyond or outside the authority of any party to make this Agreement.

### **7. CONTROL OF THE COUNTY JAIL.**

The Sheriff shall have the legal custody and charge of the County Jail and all prisoners committed thereto, except as may be otherwise provided by law, as set forth in §14-6-1 of the Code of Alabama, 1975, as amended.

### **8. TRANSPORTING OF CITY PRISONER.**

All City prisoners to be housed at the County Jail shall be transported to and from the County Jail by the City. It shall be the responsibility of the City to see that all warrants and other such pertinent paperwork of City prisoners necessary for the housing of the City prisoner at the County Jail are retrieved and transported with each City prisoner to be housed in the County Jail, whether before or after conviction. No City prisoner will be accepted without proper paperwork.

### **9. CONDITIONS FOR ACCEPTANCE OF CITY PRISONER.**

Except as otherwise may be provided by law or Court order, no City prisoner will be accepted by the Sheriff for incarceration or safekeeping if seriously ill, visibly wounded, known by the arresting officer or transporting officer to have been injured, or has a blood alcohol content level of 0.30% or greater.

Except as otherwise may be provided by law or Court order, no City prisoner will be accepted by the Sheriff for incarceration or safekeeping if the nurse on staff at the County Jail determines that the prisoner is seriously ill, visibly wounded, or is known by the arresting officer or transporting officer to have been injured to the extent that said City prisoner needs immediate emergency care. No City prisoner will be accepted with a blood alcohol content percentage of 0.30 or greater.

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In the event immediate emergency care is required, the City shall transport the City Prisoner to the appropriate health care provider for treatment, and the County Jail shall accept said City Prisoner upon his release from the medical provider. In the event a nurse is not available at the County Jail upon the arrival of a City Prisoner, a member of the Sheriff's Department with authority to make such a medical determination shall determine whether immediate emergency care is necessary.

### **10. COUNTY JAIL RULES AND REGULATIONS.**

City prisoners shall be subject to the same rules and regulations of the County Jail and shall be treated by the Sheriff in the same manner as other prisoners in the County Jail, except as otherwise may be provided by law. All compensation of good time will be the same as County prisoners.

### **11. EQUAL TREATMENT.**

City prisoners shall be permitted to participate in all programs and activities permitted to other prisoners in the County Jail, in accordance with appropriate classification, and as may be allowed by law, including, but not limited to, any Work Release Program of the County or Sheriff as same may be allowed by the City's Municipal Court.

### **12. RECORDS.**

All booking information will be entered and retained on the Sheriff's Office computer database system, or other such system has may be used for record storage and information retrieval. The City shall have reasonable access to records relating to City prisoners and may obtain copies of the records relating to City prisoners as same may be provided by law.

### **13. MUNICIPAL BONDS AND MUNICIPAL HEARINGS.**

All City prisoners shall follow the same bond procedures as County prisoners. The Chief of Police may approve bonds and release of City prisoners. The City will be responsible for providing the Sheriff's Department with Municipal Bonds. The City will provide the County Jail Administrator with a municipal court docket no later than 72 hours prior to the court appearance. The City will be responsible for insuring that a magistrate is on call for all 48 and 72 hour hearings. The City will also have a magistrate conduct 12-hour hearings for City prisoners charged with domestic violence. All City officers will be available for all probable cause hearings. The City must provide a case disposition of all charges of all City prisoners in a timely manner.

### **14. HEALTH CARE AND MEDICAL EXPENSES.**

The City prisoners will be covered by the Health Services Contract for which health services are provided to inmates in the custody and control of the County Jail, per the terms and conditions set forth in said contract for professional medical, dental, and health care services, including covered and uncovered expenses. Any uncovered expenses that would otherwise be charged directly to the County or Sheriff for health

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care services to be provided County prisoners, shall likewise be charged directly to the City for health care services, including without limitation charges for medication or off-site medical services. The City shall be responsible for all medication charges associated with City prisoners and shall be billed directly for such cost.

The County's contracted medical staff will refer all sick City prisoners that need outside medical attention to the same medical facilities and medical professionals used by the County Jail. Should any City prisoner need non-emergency, outside medical attention, the Sheriff shall notify the City as soon as may be practicable and the City shall be responsible for the transporting of all City prisoners to and from the outside medical provider, such as, without limitation, to a doctor, dentist, hospital, psychiatrist, mental health facility, or other like medical appointment. The City shall be responsible for any security and/or supervision, which is necessary or otherwise, required during the City prisoner's medical treatment. Emergency medical treatment required by a City prisoner shall be secured by the staff of the County Jail in accordance with the policies and procedures that is followed when a County inmate requires emergency medical treatment. Upon securing emergency medical treatment for a City prisoner, the County Jail shall notify the City immediately so that the City can provide any required security or supervision, and any subsequent transportation.

### **15. HEALTH SERVICES CONTRACT FOR THE COUNTY JAIL**

By entering into this Agreement, the City acknowledges that it willfully enters into this Agreement for the providing of health care services to City prisoners housed at the County Jail. The City expressly agrees to be subject to the terms of the Health Care Services Contract for the County Jail, that may now or hereafter exist, to the extent that the City shall be responsible for the payment of any uncovered health care services and medication charges of City prisoners in like manner as the County or Sheriff is responsible for the payment of any uncovered expenses for health care services and medication charges incurred for County prisoners.

The County and Sheriff hereby acknowledge that they have provided the City with a copy of the current Health Services Contract for the Limestone County Jail, or that they have given the City the opportunity to read and obtain a copy of same. The County agrees to notify the City of any amendment, addendum, termination or renewal of the said Health Services Contract as soon as may be practicable thereafter.

### **16. SECURITY.**

The City shall be responsible for the security of prisoners transported to or from the County Jail by the City's authorized officers.

### **17. COMPENSATION.**

A. HOUSING. For housing and services to be provided City prisoners at the County Jail under this Agreement, the City shall pay to the Sheriff the sum of \$43.00 per City prisoner per resident day.

## **MINTUES, LIMESTONE COUNTY COMMISSION, AUGUST 18, 2017**

B. FOOD AND FEEDING. For food and meals to be provided City prisoners at the County Jail under this Agreement, the City shall pay to Sheriff \$4.00 per City prisoner per resident day for the feeding of City prisoners.

### **18. BILLING.**

The Sheriff shall provide City a monthly report listing the names of each person booked and released and the dates thereof and the official number count of City prisoners each day. A bill for housing and feeding of said prisoners will be sent to the City on or before the 5<sup>th</sup> day of the following month. The City agrees to pay said bill in full on or before the 15<sup>th</sup> day of each month the bill was received. Checks shall be made payable to the Sheriff's Office clearing account. From said clearing account, the Sheriff's Office will make payment to the County Commission for housing and forward a copy of the invoice charged to the City along with the check for payment before the last day of each month.

### **19. DISPUTES.**

If the City disputes the billed amount to be paid to the County, then the City, on or before the date the invoice is payable, shall advise Sheriff and County, in writing, of the basis for the dispute.

### **20. PRIORITY**

The City shall have priority of housing City prisoners at the County Jail over any extra-jurisdictional prisoners to be housed at the County Jail with respect to the housing capacity to the extent said priority is permitted by law and is not otherwise determined to violate or no longer be permissible under any law, rule or regulation of the State of Alabama or any agency thereof, be in violation of any court order, or to be, in whole or in part, beyond or outside the authority of any party to make this Agreement.

### **21. NON-WAIVER**

Nothing contained in this Agreement shall be construed in any way to waive, limit, abrogate or compromise immunities of any type or any other protections provided by the Constitution of the State of Alabama or the United States, the common law, or federal and state statutes, including any limitation on the amount of damages potentially recovered against a party.

### **22. NOTICE.**

Any notice, correspondence, billing or communication otherwise required to be made in writing upon one party by another under this Agreement shall be deemed to have been duly given if delivered personally in hand or sent by US Mail, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the party(s):

**MINTUES, LIMESTONE COUNTY COMMISSION, AUGUST 18, 2017**

City of Athens  
ATTN: City Clerk  
200 West Hobbs Street  
Athens, Alabama 35611

Limestone County Commission  
ATTN: County Administrator  
200 West Washington Street  
Athens, Alabama 35611

Limestone County Sheriff's Office  
ATTN: Sheriff  
101 West Elm Street  
Athens, Alabama 35611

**IN WITNESS WHEREOF**, the City of Athens has caused this Agreement to be executed by its Mayor, the Limestone County Commission has caused the Agreement to be executed by its Chairman, and the undersigned Sheriff has executed this Agreement in his capacity as Sheriff of Limestone County, all as of the date first indicated above.

CITY OF ATHENS, ALABAMA

By: \_\_\_\_\_  
Mayor

LIMESTONE COUNTY COMMISSION

By: \_\_\_\_\_  
Chairman

LIMESTONE COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Sheriff

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

**MOTION** was made by Jason Black and seconded by Stanley Hill to accept the FY 2017 Emergency Management Performance Grant (17EMF), in the amount of \$41,676.00.

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

**MINTUES, LIMESTONE COUNTY COMMISSION, AUGUST 18, 2017**

**MOTION** was made by Steve Turner and seconded by Jason Black to approve the TARCOG Area Agency on Aging Contract (18-Aging-Limestone-4), effective October 1, 2017 until September 30, 2018, in the amount of \$126,030.00.

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

**MOTION** was made by Jason Black and seconded by Steve Turner to approve the TARCOG SenioRx Program Contract (18-Rx-Lim-3), effective October 1, 2017 until September 30, 2018, in the amount \$20,848.00.

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

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

<b>Department</b>	<b>Account Number</b>	<b>Title of Line Item</b>	<b>Amount</b>
County Commission	112-51100-231	Repairs & Maint. Building	+\$8,780.00
	112-35910-000	Budgetary Fund Balance	- \$8,780.00

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

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

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded to</b>	<b>Amount</b>
2626	Wireless Audio Speaker System (County Commission)	AirNetix, LLC	\$17,578.50
2627	Printing – Business License Mail Notices & Envelopes (License Commission)	IMS Enterprises	Mail notices \$325.00 #10 Envelopes \$ 93.75 # 9 Envelopes \$117.50 <b>Total \$536.25</b>

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

**MINTUES, LIMESTONE COUNTY COMMISSION, AUGUST 18, 2017**

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

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Current Rate Per Hour</b>	<b>New Rate Per Hour</b>
Jonathan Bates	Equipment Operator III	8/01/17	18.61	19.19
Brian Townsend	Equipment Operator III	8/21/17	19.19	19.80

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

**MOTION** was made by Stanley Hill and seconded by Ben Harrison to approve the following subdivisions:

<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Graystone Subdivision Phase 3	Major	Preliminary	30	1	East of Old Schoolhouse Rd & Stonehenge Dr. intersection
Nancy C. Brown Subdivision Replat of Lots C & D	Minor	Preliminary & Final	2	3	East side of Lands-End-Drive

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

**MOTION** was made by Stanley Hill and seconded by Ben Harrison to approve Tax Abatement for North Alabama Laserfab, Inc.

The Chairman asked if there was any discussion. Ben Harrison disclosed his business relationship with Greg Weatherford from North Alabama Laserfab, Inc. and said he will formerly abstain. He said Greg has done a wonderful job, but even if he wasn't going to abstain he would vote no because of his position on economic development. He is trying to work with the Legislature about how we handle economic development. The Administrator called the roll. Stanley Hill, aye; Ben Harrison, abstain; Steve Turner, aye; and Jason Black. Aye. Motion carries.

Economic Development Director, Tom Hill, introduced Greg Weatherford CEO of North Alabama Laserfab, Inc.

**MOTION** was made by Ben Harrison and seconded by Steve Turner to pay travel related expenses plus materials for Shannon Ammonds, CEO of the Alabama Association of Nonprofits, to conduct an educational seminar and pay for working lunch if permissible.



## **MINTUES, LIMESTONE COUNTY COMMISSION, AUGUST 18, 2017**

The Chairman asked if there was any discussion. Commissioner Turner said this is about what we can and can't do with the 501(c)3 organizations and he would like to see more information turned in when asked for appropriations. Commissioner Harrison said he was enlighten when he was in one of Ms. Ammonds seminars about the boards they serve on and about our liability. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; Stanley Hill, aye; and Jason Black, aye. Motion carries unanimously.

Commissioner Hill reported that he still plans to chip seal some roads but is behind because of the weather. They're still working on wash outs and clogged pipes due to flooding.

Commissioner Turner said they are still addressing flooding issues. He encouraged motorist to avoid Nick Davis Road for a few days while they are resurfacing.

Commissioner Black stated he contacted H & R about buying or leasing a tractor for bush hogging, and will be requesting to purchase a tractor and bush hog at the next meeting.

Commissioner Harrison said he can only keep one crew bush hogging because they have other projects. He asked people to let him know if there is poor visibility at intersections.

Commissioner Harrison announced he threw his hat in the ring for the Association of County Commissions of Alabama Board of Directors. He requested his fellow Commissioner's support at 3:45 p.m. next Thursday at the membership meeting.

Chairman Yarbrough announced he and the Commissioners would be at the ACCA Conference next week.

Recessed at 10:28 a.m. until 10:00 a.m. on Wednesday, September 30, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.