

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 2, 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.

The meeting began with the Pledge of Allegiance.

MOTION was made by Stanley Hill and seconded by Jason Black to approve the minutes of September 18 & 27, 2017.

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 Jason Black to approve the following claims

9/15/17	Check # 44932 – 45036	\$1,518,825.86
9/15/17	Check # 45037 – 45038	\$ 3,938.50
9/15/17	Check # 45039	\$ 75.00
9/19/17	Check # 45040	\$ 199.99
9/22/17	Check # 45041 – 45121	\$ 442,708.19
9/26/17	Check # 45122	\$ 25,945.57
9/29/17	Check # 45123 – 45127	\$ 3,336.18
9/29/17	Check # 45128 – 45261	\$1,209,069.82
9/29/17	Check # 45262 – 45430	<u>\$ 18,471.21</u>
	TOTAL	<u>\$3,222,570.32</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. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following Resolution Providing for Limestone County’s Participation in the Severe Weather Preparedness Tax Holiday.

**RESOLUTION PROVIDING FOR LIMESTONE COUNTY’S
PARTICIPATION IN THE “SEVERE WEATHER PREPAREDNESS TAX HOLIDAY”
AS AUTHORIZED BY ACT NO. 2012-256**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, which provides an exemption of the state sales and use tax for certain “covered items” purchased related to severe weather preparedness during the first full weekend of July 2012 and the last full weekend of February in subsequent years; and

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WHEREAS, Act No. 2012-256 authorizes the county commission to provide for an exemption of county sales and use taxes for “certain” items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least 30 days prior to the last full weekend of February in subsequent years; and

WHEREAS, the Limestone County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256, beginning at 12:01 a.m. on Friday, February 23, 2018, and ends at twelve midnight on Sunday, February 25, 2018; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2018 herein adopted by the county commission is an amendment to the county’s sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 23, 2018 and ending at twelve midnight on Sunday, February 25, 2018.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the 2nd day of October, 2017 meeting of the Limestone County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 2nd day of October 2017.

Mark Yarbrough, Chairman

Attest: _____
Pam Ball, Administrator

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

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute a contract with the Department of Youth Services for the 2017-2018 Diversion Grant for the Juvenile Probation Office, in the amount of \$44,100.00.

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**ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT**

Fiscal Year 2017 – 2018

The Alabama Department of Youth Services hereby awards to

Limestone County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of **Forty-four thousand one hundred and no/100 dollars (\$44,100.00)**

These funds shall be used for non-residential services for Limestone County youth who would otherwise be committed to the Department of Youth Services (DYS). As a result of the interventions funded by these monies, the parties expect that the county will eliminate commitments to DHS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting **70+ youth annually, based on a maximum capacity of 30 youth, with an average length of participation of 30-60 days.**

These funds shall be utilized for the following purpose/activities:

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

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DHS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males / Females between the ages of 11-18
 - Delinquent youth with a medium or high risk of re-arrest, as determined by the risk assessment instrument available on the DHS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DHS, youth with the following characteristics only will not be eligible for participation:
 - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses, unless mitigating circumstances warrant involvement with the program.
- Be developed by or in collaboration with the **Limestone County Juvenile Court (LCJC)**;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;

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- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report (required forms available on DYS website) by November 30, that includes the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or HIT.

Both *LCJC* and DYS acknowledge that this Award may be terminated at will by *LCJC* or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds and/or Medicaid funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

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ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 2nd day of October, 2017.

BY: _____
Limestone County Commission

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

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute a contract with Katye Hanson to be the Community Service Coordinator for the Juvenile Probation Office program, paid for by the 2017-2018 the Department of Youth Services grant. The contract is for 30 hours per week at \$14.00 per hour.

AGREEMENT FOR SERVICES
Between
LIMESTONE COUNTY COMMISSION
and
Katye Hanson, Private Contractor
Community Service Coordinator

This Contract for Services (Contract) is hereby made and entered into by and between Katye Hanson (private contractor), and the Limestone County Commission, herein after referred to as LCC.

A: PURPOSE:

The purpose of this Contract is to coordinate Community Services for juveniles assigned through the Limestone County Juvenile Court.

Services to be Provided:

Beginning in October 1, 2017 and ending September 30, 2018, or as mutually agreed upon, Katye Hanson will coordinate activities to accomplish the goals and objectives outlined below in the capacity of Community Service Coordinator.

B: STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

- Benefits to LCC include lowering the recidivism rate for juveniles in Limestone County Juvenile Court as well as providing job training for juveniles through the Limestone County Juvenile Court.

C: COMMUNITY SERVICE COORDINATOR SHALL:

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Goal 1

Hold juvenile offenders accountable for the criminal offenses they have committed.

Objective 1: Insure that an average of 75% of juvenile offenders ordered by the Limestone County Juvenile Court to perform Community Service hours satisfactorily complete the ordered hours within six months of being ordered.

Activities

- A. Utilize Community Service Coordination Program to insure timely flow of orders from the Limestone Court for juvenile offenders to perform community service under supervision of Limestone County Juvenile Probation Officer.
- B. Document completion, partial completion of or non-compliance of ordered community service hours with time sheets signed by on-site supervisor in the public or private non-profit community agencies utilizing the services of juveniles ordered to perform community service hours.
- C. Submit updated information on the status of each juvenile's completion, partial completion of or non-compliance with ordered community service hours each week to the Limestone County Juvenile Probation Office.

Goal 2

Develop and maintain community service assignments that will allow the juvenile to make a positive impact by providing needed services in public and private non-profit organizations.

Objective 1: Community Service Coordinator will cultivate and maintain a minimum of 15 partnerships with public or private non-profit community-based agencies where juveniles can be assigned to perform community service activities.

Objective 2: Community Service Coordinator will develop a minimum of 3 new partnerships with public or private non-profit community-based agencies each year where juveniles can be assigned to perform community service activities.

Activities

- A. Community Service Coordinator will recruit participation by community-based public and private non-profit organizations and agencies to provide meaningful work experiences, to volunteer to supervise offenders sentenced to community service and to serve as mentors for adjudicated youth in community service capacities.

Goal 3

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Help offenders develop new skills through supervised work activities.

Objective 1: Insure that 100% of community service assignments provide the juveniles an opportunity for skill development and interaction with positive role models, as well as learning about the needs of others and helping to create something of lasting benefit to the community.

Activities

- A. Limestone County Juvenile Court will seek opportunities for juvenile offenders to participate in human service and public works tasks, such as those provided through participation in projects through Habitat for Humanity, Christmas in April, Make A Difference Day and other community-wide service projects.
- B. Limestone County Juvenile Court and Community Service Coordinator will develop Memorandum of Understanding with each public or private non-profit agency agreeing to participate in the Community Services Program.
- C. Limestone County Juvenile Court and Community Service Coordinator will develop job descriptions with each participating agency or organization for the jobs/tasks to be assigned juveniles performing community service hours.

D: LCC SHALL:

LCC shall provide \$20,580.00 to the Community Service Coordinator for carrying out the goals and objectives listed in this agreement. This provides 30 hours per week at \$14 per hour for 49 weeks for a total of \$20,580.00. The LCC will be invoiced bi-weekly by Katye Hanson (CSC) for 60 hours (30 hours per week).

The Community Service Coordinator will also be paid an additional payment of \$25 per ankle monitor placed on Juveniles referred to the In- Home Detention Program.

E: IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

MODIFICATION Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

TERMINATION Katye Hanson (CSC) or LCC may, in writing, terminate this instrument in whole or in part at any time by providing thirty (30) days written notice to the other party.

Mark Yarbrough, Chairman
Limestone County Commission

Katye Hanson
Community Service Coordinator

Date

Date

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

MOTION was made by Ben Harrison and seconded by Stanley Hill to authorize the Chairman to execute the following contract with the Family Life Center, Inc. to provide outpatient substance abuse treatment to juveniles in the Juvenile Probation Office program; paid for by the 2017-2018 Department of Youth Services grant. Cost of this service is \$15,000 for the grant cycle.

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

This Memorandum of Understanding (MOU) is hereby made and entered into by and between The Family Life Center, Inc., herein after referred to as FLC, and the Limestone County Commission, herein after referred to as LCC. The service period for this MOU begins October 1, 2017 and continues through September 30, 2018.

A. PURPOSE:

The purpose of this MOU is to establish a framework of cooperation between FLC and LCC in order to provide outpatient substance abuse treatment and related services for adolescents referred by JPO. Services to be provided under this MOU will be conducted at the Limestone County Juvenile Probation Office in Athens, AL.

B. SERVICES TO BE PROVIDED:

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

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

C. DRUG SCREENS:

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

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D. PAYMENT FOR SERVICES:

FLC will provide services for a total of \$15,000 for the period between October 1, 2017 and September 30, 2018. JPO will be invoiced each month in twelve (12) equal monthly payments of \$1,250.00

Invoices will be sent to:

Limestone County Juvenile Probation Office
Attention: Tara Pressnell, Chief JPO
1109 W. Market Street, Suite D & E
Athens, AL 35611

Invoice may be emailed to: sonya.anthony@limestonecounty-al.gov

Payments will be sent to:

Family Life Center, Inc.
501 McGlathery Lane SE
Decatur, AL 35601

E. SCHEDULING

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

F. PROTECTED HEALTH INFORMATION (PHI)

1. Information regarding services may be shared with appropriate JPO staff as part of servicing the MOU and ONLY with a valid authorization. It is the responsibility of JPO to secure necessary releases for FLC to communicate with authorized JPO staff.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts FLC or LCC from participating in similar activities with other public or private agencies, organizations, and individuals.

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3. **TERMINATION:** FLC or LCC may, in writing, terminate this instrument in whole or in part, at any time by providing thirty (30) days written notice to the other party.

Mark Yarbrough, Chairman
Limestone County Commission

Gene Cleckler, Executive Director
Family Life Center, Inc.

Date

Date

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 Steve Turner and seconded by Jason Black to authorize the Chairman to execute an agreement with North Alabama Highway Safety Office (NAHSO) for Project Funds in the amount of \$2,000.00 approved under the following grants, retroactive September 25, 2017:

- 402 STEP 18-SP-PT-003 \$1,000.00
- High Visibility Alcohol 18-HD-M5-003 \$1,000.00

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 Stanley Hill and seconded by Jason Black to authorize the Chairman to execute the following contract with Tracking Solutions to provide ankle monitoring services to juveniles in the Juvenile Probation Office program, paid for by the 2017-2018 Department of Youth Services grant.

Tracking Solutions Agreement

This Agreement, effective as of October 1, 2017 ("the effective date"), is between Tracking Solutions ("Company"), a sole proprietorship, having an office at 8500 Carlton Road, Christiana, TN 37037 and Limestone County Commission ("Customer"), a government entity, having an office at 310 West Washington St, Athens, AL 3561 1.

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

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

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

I. Scope of Work: Company will provide Customer electronic monitoring equipment. Customer will receive and process alarms in the manner that best suits the needs of the Customer. Company shall facilitate initial and on-going training as well as provide equipment as needed.

II. Agreement Term and Renewal: This Agreement shall begin on the Effective Date and shall continue through September 30, 2018, unless terminated or renewed as provided herein ("Initial Term"). Following the Initial Term, this Agreement, its terms and conditions, and authorized amendments, will renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date. However, either party may terminate this Agreement at any time with or without cause by providing at least ninety (90) days written notice of termination to the other party, provided that if Company terminates this Agreement without cause, Customer's rights and obligations hereunder shall extend to the later of the aforementioned ninety (90) days or through the stated term of the contracts with end-users who are utilizing the Products and Services pursuant to this agreement which Customer has in effect at the time of notice of termination. Notwithstanding any termination, Customer shall pay Company for the equipment and/or services provided as set forth in the Attached Exhibit for the period prior to such termination.

III. Payment: Customer shall pay for services herein within sixty (60) days of Company's invoice, to be issued at the end of each calendar month. Any invoices not paid within sixty (60) calendar days shall be deemed a "Late Payment Breach" of this Agreement. Company shall notify Customer in writing (with email and fax also being allowable as in writing) of any Late Payment Breach and Customer shall have ten (10) calendar days to cure ("late Payment Cure Period"). If the Late Payment Breach is not cured within the Late Payment Cure Period, Company shall have the absolute right to immediately deactivate any products and services pursuant to this Agreement and make any attempts necessary to collect monies due, Company's attorney's fees and 1 1/2 percent interest per month in which the payment is overdue.

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

V. Nondisclosure: The parties hereto agree to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other party's information to any third party without the other's written permission. The term proprietary information means confidential materials, documents, data and other information which

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Company or Customer has designated or marked as proprietary and confidential. Neither Company nor Customer will be required to protect proprietary information that is or becomes publicly available (other than as a result of a breach of this Agreement), is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

To the extent permitted by federal and state law, Customer shall indemnify and hold harmless Company for matters that involve monitoring of, or in any way providing services to agencies related to, offenders and any claim, injury, loss, damage or expense arising out of willful and intentional acts of Customer or Offenders.

VI. Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

Customer acknowledges that neither the Company, equipment, nor the monitoring service shall prevent, and that neither is intended to prevent, any client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a client to remove the equipment by unauthorized means, and that Company expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a client while using the equipment, as well as any liability for any acts committed by a client who removes the equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under

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the laws or policy of the State under which the terms of this Agreement are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that use of the equipment and the monitoring service shall be reserved for those clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer agrees to indemnify, defend and hold Company harmless from and against any and all claims for any losses, damages, or injuries, which may be asserted on any basis, including those listed above, by client or any other third party against Company. The provisions of this section shall continue to be in force even after the expiration of the Agreement Term.

VII. Pricing: See Attachment A

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

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

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

Attachment A

PRICING SCHEDULE

Active GPS Monitoring

Service	Alarm Notification	Data Collection Times	Daily Rate 1-9 active devices	Daily Rate 10-24 active devices	Daily Rate 25+ active devices
ReliAlert Premium Plus	Data reported in real time. Alarm notification via voice, email and/or text including calls to officer and to offender on device. Each alarm is customized for your agency. Ideal for highest risk or domestic violence cases.	1 minute	\$8.75	\$8.25	\$7.75
ReliAlert Premium	Data reported in real time. Alarm notification via voice, email and/or text including calls to officer and to offender on device. Each alarm is customized for your agency. Ideal for highest risk or domestic violence cases.	5 minute	\$8.25	\$7.75	\$7.25
ReliAlert Standard Plus	Data reported in real time. Alarm notification in real time via text or email. Daily alarm report.	1 minute	\$7.50	\$7.00	\$6.50
ReliAlert Standard	Data reported in real time. Alarm notification in real time via text or email. Daily alarm report.	5 minute	\$7.00	\$6.50	\$6.00

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ReliAlert Passive	Data reported in real time. Alarm notification via daily alarm report	5 minute	\$6.50	\$6.00	\$5.50
Shadow Active	Data reported in real time. Alarm notification via voice, email and/or text including calls to officer. Each alarm is customized for your agency. This device is NOT appropriate for cases in which there is a victim zone.	1 minute	\$6.50	\$6.00	\$5.50
Inactive devices	n/a	n/a	\$1.50	10% of active devices +\$1.50 thereafter	20% of active devices +\$1.50 thereafter
Victim App*	Notifies victim offender proximity *Victim must have Android smartphone and ability to download app.	n/a	\$1.00	\$1.00	\$1.00

OPTIONAL GPS INSURANCE

\$0.50 per calendar day for insurance to cover any lost, stolen or damaged GPS equipment assigned to Customer. The insurance charge applies to all devices, active or inactive. There is a \$50.00 deductible applied to the bracelet plus \$5.00 deductible for the charger if unrecovered. Idle charges will continue until equipment has been reported as lost/stolen/damaged, at which time daily charges cease. If the insurance option is not selected, Customer will be responsible for all damaged, lost, stolen equipment at the normal replacement rate.

Choose One of the following:

_____ Insurance Accepted

_____ Insurance Declined

Alcohol Monitoring*

Service	Alarm Notification	Daily Rate 1-9 active devices	Daily Rate 10-24 active devices	Daily Rate 25+ active devices
SoberLink Active	Email and/or text + daily report	\$7.00	\$6.25	\$5.75
SoberLink Inactive	n/a	\$1.50	\$1.50	\$1.50
BACTrack Inactive	Email and/or text + daily report	\$5.00	\$4.75	\$4.50
BACTrack Inactive	n/a	\$1.00	\$1.00	\$1.00

*Insurance not available for alcohol equipment.

**Requires offender to have smartphone with ability to download an app.

OTHER

Shipping Costs:

Equipment will be shipped from Company to Customer via standard shipping at no cost to the Customer. Overnight shipping at the Customer's request will be billed to Customer. Return shipping will be at Customer's expense and choice of shipping method, unless the equipment is

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returned for technical reasons. If returned for this reason, Company will provide Customer a pre-paid shipping label upon notice by Customer.

Accessories:

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

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

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following agreement with Mobile 311 for work order tracking computer program, pending County Attorney approval.

(Will insert after County Attorney approval.)

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 Ben Harrison to approve the following CCS Garbage Price Modification.

STATE OF ALABAMA COUNTY OF LIMESTONE

ACKNOWLEDGMENT OF RATE ADJUSTMENT

COMES NOW Limestone County, Alabama (hereinafter called the "Grantor"), and CCS Garbage, Inc. (hereinafter called "Grantee"), effective as of October 1, 2017, and hereby acknowledge and agree to an adjustment in the rate payable from Grantor to Grantee under Section 10(a) of the Waste Franchise Agreement (hereinafter the "Agreement"), originally entered into between them on April 1, 2005, with said Agreement having been renewed in successive terms of three (3) years each thereafter, with the most renewal and extension being effective April 1, 2017, as follows:

1. Section 10(b) of the Agreement specifically provides that in the event that the disposal fee, also commonly referred to as a tipping fee, at any disposal site decreased during the term of the Agreement, and that same increased or decreased to an extent beyond that reasonably contemplated by either party in the making of the Agreement, then Grantor and Grantee were to negotiate an adjustment in the rate

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payable from Grantor to Grantee to account for same and to provide a measure of compensation to Grantee consistent with the net of that realized by Grantee during the life of the Agreement.

2. Pursuant to a Solid Waste Contract between Grantor and the Solid Waste Disposal Authority of Athens and Limestone County, all solid waste collected by Grantee pursuant to its contract with Grantor is delivered to the Solid Waste Transfer Station located at 16100 BFI Lane, Athens, Alabama, and the County has been advised that effective October 1, 2017, the tipping fees at the said transfer station will reduce to \$39.98, which reduction is just less than a 25% decrease from the current tipping fee.

3. Pursuant to the above-referenced decrease in tipping fees at the said transfer station, Grantor has notified Grantee of same and that same is a decrease beyond that reasonably contemplated by either party in the making of the Agreement, as renewed and extended, and, pursuant thereto, Grantor and Grantee hereby acknowledge and agree that the rate payable to Grantee from Grantor for collection services required to be performed pursuant to the Agreement shall be adjusted, effective October 1, 2017, to \$10.29 per residential customer per month, which amounts payable to Grantee shall be after any withholdings by Grantor and any other entity(s), such as the City of Athens, from the rate charged the customer and collected by or on behalf of Grantor, and which rate and adjustments are hereby made between the parties to provide Grantee a measure of compensation consistent with the net of that realized by Grantee during the life of the Agreement thus far.

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment to be executed by Mark Yarbrough, Chairman of the Limestone County Commission, who is thereunto duly authorized, and Grantee has caused the same to be executed by its President, Steve Gatlin, who Grantee says and represents is duly authorized to execute same, effective as of the date first above written.

Limestone County Commission

By: _____
Mark Yarbrough, Chairman

CCS Garbage, Inc.

By: _____
Steve Gatlin, President

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

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

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Proposal No.	Item	Awarded to	Amount
2629	Gas & Diesel (Oct. 6, 2017 to Jan. 5, 2018)	W H Thomas Oil Co.	25¢ Margin over rack

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.

The Chairman introduced the holiday decoration bid. He stated only one bid had been received in the amount of \$15,875.00 for incandescent lights, and provided an option for LED lights in the amount of \$19,875.00.

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

Proposal No.	Item	Awarded to	Amount
2630	Holiday Decoration Materials & Installation	Holiday Enlightenment (Upgrade to all LED lights)	\$19,875.00

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 Family Medical Leave for Tom Gilbert beginning September 22, 2017 and ending December 22, 2017.

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 Stanley Hill and seconded by Ben Harrison to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
James William Armstrong Subdivision	Minor	Preliminary & Final	2	1	¾ mile west of I-65 on north side of Sandlin Rd

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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 Jason Black and seconded by Steve Turner to approve to remove the following from inventory:

Department	Item	Inventory #	Serial #
Information Technology	Cisco Digital Media Players	18008	USI134500AK
Information Technology	Cisco Digital Media Players	18009	USI1345004Z
Information Technology	Cisco Digital Media Players	18010	USI1345008G
Information Technology	Cisco Digital Media Players	18011	USI1345009E
Information Technology	Cisco IP Camera	18063	SER1346008N
Information Technology	Cisco IP Camera	18064	SER134301NE
Information Technology	Cisco IP Camera	18065	SER134301N2
Information Technology	Cisco IP Camera	18066	SER134301NF
Sheriff's Department	Sophos UTM Appliance	15262	A1806499A995F24

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.

Commissioner Hill spoke regarding several accidents that have occurred over the last few weeks at the intersection of U. S. Highway 251 and Bethel Road. He said rumble strips are on the Bethel Road right-of-way leading to the intersection and caution light for "Stop Ahead" signs have been ordered. He said the Limestone County Engineering Department and Alabama Department of Transportation are examining Highway 251.

MOTION was made by Steve Turner and seconded by Jason Black to approve to lower the speed limit on Mooresville Road to 45 mph, from Highway 72 to Huntsville Brownsferry Road.

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.

Commissioner Turner reported that District 2 is working on the final round of bush-hogging. He gave an update on chip seal resurfacing projects.

Commissioner Black gave an update on District 3 resurfacing projects.

Commissioner Harrison gave an update on the Baker Hill Road project.

Chairman Yarbrough said our thoughts and prayers are with the shooting victims in Las Vegas.

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Recessed at 10:19 a.m. until 10:00 a.m. on Wednesday, October 11, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.