

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 6, 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: Steve Turner, Jason Black, and Ben Harrison. Absent: Stanley Hill, due to surgery. Mark Yarbrough, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Steve Turner and seconded by Ben Harrison to suspend the Rules of Order to add a Non-Reimbursable Agreement with Athens Utilities and a Drug Court Grant for Community Corrections.

The Administrator called the roll. Steve Turner, aye; Ben Harrison, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve the minutes of October 16 and November 1, 2017.

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

MOTION was made by Jason Black and seconded by Ben Harrison to approve the following claims

10/13/17	Check # 45502 – 45568	\$ 276,217.15
10/20/17	Check # 45569 – 45640	\$ 515,740.82
10/27/17	Check # 45641 – 45709	\$1,276,812.97
10/31/17	Check # 45710 – 45733	\$ 45,533.67
10/31/17	Check # 45734 – 45735	<u>\$ 3,000.00</u>
	TOTAL	\$2,117,304.61

with detailed claims of the above being on file for review upon request to the County Administrator.

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

MOTION was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the following agreements:

- Approve Reimbursable Agreement with Athens Gas Department for relocation of utility facilities on private or public right-of-way (Project # ACAA-61945-ATRP-013, to add lanes on East Limestone Road from McLemore Circle to East Limestone School); total estimated cost with betterment \$14,111.01.

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- Approve Reimbursable Agreement with Limestone County Water & Sewer Authority for relocation of utility facilities on private or public right-of-way (Project # ACAA-61945-ATRP-013, to add lanes on East Limestone Road from McLemore Circle to East Limestone High School); total estimated cost with betterment \$64,622.93.
- Approve Non-Reimbursable Agreement with AT&T for relocation of utility facilities on public right-of-way (Project ACAA-61945-ATRP-013, to add lanes on East Limestone Road from Elkins Road to East Limestone High School).
- Approve Non-Reimbursable Agreement with Charter Communications for relocation of utility facilities on public right-of-way (Project # ACAA-61945-ATRP-013, to add lanes on East Limestone Road from Elkins Road to East Limestone High School).
- Approve Non-Reimbursable Agreement with Athens Utilities for relocation of utility facilities on public right-of-way (Project # ACAA-61945-ATRP-013, to add lanes on East Limestone Road from Elkins Road to East Limestone High School).

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

MOTION was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following Memorandum of Understanding between Limestone County Drug Court and The Alabama Administrative Office of Courts, not to exceed \$22,500 total funds to be transferred from AOC to Community Corrections.

MEMORANDUM OF UNDERSTANDING

Between

LIMESTONE COUNTY DRUG COURT

and

THE ALABAMA ADMINISTRATIVE OFFICE OF COURTS

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

Preamble

The AOC has a significant interest in developing and supporting methods to implement diversionary tools for drug-affected offenders involved in the court system in Alabama through the utilization of Drug Court, Mental Health Court, and Veterans Treatment Court programs. The Grantee has expressed interest in implementing or enhancing an Adult Drug Court and Juvenile & Family Drug Court and has sought

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financial assistance from the AOC for this purpose. The AOC, having received an appropriation from the Alabama Legislature as a part of the FY2018 budget to implement and enhance Drug Courts, Mental Health Courts, and Veterans Treatment Courts throughout the state, hereby agrees to provide financial support to the Grantee in its endeavor to the extent that is agreed upon in this MOU.

Article I - Period of Award

This MOU shall begin on October 1, 2017 and shall not extend beyond September 30, 2018.

Article II – Consideration

The total amount of funds to be transferred from AOC to the Grantee pursuant to this agreement shall not exceed \$22,500. **Funds shall be disbursed in equal quarterly allotments at the beginning of each quarter (i.e., not on a reimbursement basis).** In the event the Governor should place the General Fund Budget in proration, the quarterly amounts could be reduced accordingly. AOC reserves the right to withhold payments in the event that the grantee has failed to comply with the grant requirements or has failed to expend funds previously distributed within a reasonable time period.

In return, the Grantee agrees to apply all of the funds received from the AOC pursuant to this agreement toward the implementation, facilitation, and/or continuation of a Drug Court program. The Grantee shall provide assessment, referral, placement, case management, and drug testing services for participants who are referred in the above listed jurisdiction(s).

Article III - Use of Funds

The Grantee shall use the funds as specified in the final approved budget. Requests for changes to the budget must be approved prior to deviation from the approved budget.

The funds shall be used to hire personnel to run the Drug Court docket and assist in the case management of participants (e.g. Drug Court Coordinator, Case Manager), provide assessment or treatment services for participants, attend training or continuing education for Drug Court staff or team members, or purchase supplies and equipment for the Drug Court program (e.g. drug testing equipment, office supplies, etc.).

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

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

The Grantee shall maintain records of their financial transactions and accounts in accordance with generally accepted accounting principles. The Grantee shall maintain separate accounting records of the use of AOC grant funds. The Grantee agrees to submit a signed and notarized invoice to the AOC no later

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than the 10th of the first month of each quarter in order to receive fund installments.

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

Article IV - Reporting and Compliance

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

The Grantee agrees to collect and provide program and participant data in the following form and manner. **Monthly statistical reports are due by the 10th of each month. Grant funds shall not be released to the Grantee until the reports are received.** Failure to timely submit your monthly report may constitute delay or cancellation of funding.

The Grantee shall submit to an annual site visit by the AOC staff or designees. Services of Adult Drug Courts shall be provided in accordance with the Alabama Drug Offender Accountability Act and the Ten Key Components of Drug Court. Veterans Treatment Courts shall comply with the Ten Key Components of Veterans Treatment Courts. Juvenile Drug Courts shall comply with the Sixteen Strategies of Juvenile Drug Courts.

Additionally, the Grantee shall submit an annual programmatic report by the fifteenth day of January each year. The Grantee shall also submit organizational information - including policies and procedures, forms, MOUs, evaluations and other materials - upon request to the AOC.

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

Article V - Substance Abuse Treatment Providers

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

Article VI-MIDAS

All Adult Drug Court Grantees (Adult/Mental Health/Veterans Treatment/Family) shall utilize all components of the MIDAS automated participant tracking system to include, but not be limited to reports, interview, accounting, and drug testing. This system shall be provided by AOC at no charge. The MIDAS Administrator has the right to immediately revoke or suspend a user or the contracting agency from the use of MIDAS for any detected, suspected or alleged misuse at his or her discretion.

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Article VII - Status of Employment

Nothing in this Memorandum of Understanding is intended to create an employment relationship between the Grantee and the AOC. For all purposes, the Grantee shall be deemed an "Independent Contractor."

Article VIII - Warrant and Indemnification

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

Article IX - Confidentiality, Publication, and Non-Disclosure

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

Article X - Records and Audit

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

Article XI - Conflict of Interest

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

Article XII - Compliance with Laws

In performance of the Services, the AOC and the Grantee shall comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders.

The AOC and the Grantee agree to abide by any applicable State Travel and Per Diem Policies and all accounting and federal grant restrictions, as applicable.

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All grantees must register with the E-Verify Program before the funding is approved by the Administrative Director of Courts. E-Verify is an Internet-based system that compares information from an employee's Form 1-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The Grantee must also complete the Beason-Hammon Taxpayer and Citizen Protection Act Forms. Complete the Affidavit for Business Entity/Employer/Contractor and the E-Verify MOU for Employers. The affidavit must be sealed by a Notary Public and signed by the Notary Public and Affiant. The Grantee must return these two forms with this MOU.

In compliance with Act 2016-312, the grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Article XIII- Miscellaneous

- A. Waiver. A Party's failure to insist on compliance or enforcement of any provision of this MOU shall not affect the validity or enforceability or constitute a waiver or future enforcement of that provision or any other provision of this MOU by that party or any other party.
- B. Disputes. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this MOU shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- C. Governing Law. This MOU shall in all respect be subject to, and governed by, the laws of the State of Alabama.
- D. Severability. The invalidity or unenforceability of any provision in this Memorandum of Understanding shall not in any way affect the validity or enforceability of any other provision of this MOU, and this MOU shall be construed in all respects as if such invalid or unenforceable provision had never been in the MOU.
- E. Notices. All notices, requests, demands, and other communications between any party to this MOU shall be in writing and shall be deemed to have been duly given: (1) on the date served personally on the party to whom notice is to be given; or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

All communications to the Grantee shall be provided to the Project Director. All correspondence, reports, and forms to the AOC shall be provided to:

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

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

Article XIV - Termination

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

Article XV - Endorsements

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the first date indicated below.

Alabama Administrative Office of Courts and Dale County Adult Drug Court.

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

MOTION was made by Jason Black and seconded by Steve Turner to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Poplar Point Development	Minor	Preliminary & Final	3	3	Poplar Point Rd

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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; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve a 30-mph speed limit on Lewis Road in District 1.

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

MOTION was made by Jason Black and seconded by Ben Harrison to approve proposal from J M Wood Auction Company, Inc. to auction the following equipment at the March 2018 auction.

Department	Item	Serial #
District 1	2017 Mack GU713 Granite Tri Axle Dump Truck	1M2AX07C6HM036596
District 2	2017 Mack GU713 Granite Tri Axle Dump Truck	1M2AX07C3HM036555
District 3	2017 Mack GU713 Granite Tri Axle Dump Truck	1M2AX07C5HM036556
District 3	2017 Mack GU713 Granite Tri Axle Dump Truck	1M2AX07C5HM036574
District 4	2017 Mack CV713 Granite Tri Axle Dump Truck	1M2AX07C1HM036554
District 4	2017 Mack CV713 Granite Tri Axle Dump Truck	1M2AX07C4HM036595

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

MOTION was made by Ben Harrison and seconded by Jason Black to approve purchase of ten Cisco 8841 VOIP Phones and one Cisco Catalyst Ethernet Switch for the Limestone County Extension Office, in the amount of \$5,042.88.

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

Commissioner Turner reported they will start leveling work on Newby Chapel Road soon. The East Limestone Road widening project, which was approved today, has been in the works for a while and will be a much-needed improvement.

Commissioner Black gave an update on the purchase of a Christmas tree for the Courthouse. He thanked all veterans for their service.

Commissioner Harrison stated that work will begin on Barker Road as soon as cross-drains are identified.

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The Chairman and Commissioners all wished Commissioner Hill a speedy recovery.

Recessed at 10:11 a.m. until 10:00 a.m. on Wednesday, November 15, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.