

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 7, 2022
COMMISSION MINUTES

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

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

A representative with Liberty National Insurance addressed the Commission regarding their insurance services.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Danny Barksdale to approve the minutes of October 17, 2022.

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve the following claims:

10/21/2022	Check #0067462-0067526	\$	874,782.65
10/25/2022	Check #0067527	\$	1,503.18
10/28/2022	Check #0067528-0067579	\$	594,089.72
10/31/2022	Check #0067580-0067610	\$	111,861.98
11/01/2022	Check #0067612	\$	32.00
11/04/2022	Check #0067613-0067682	\$	1,600,807.10
11/04/2022	Check #0067683-0067684	\$	234.00
	Total:	\$	<u>3,183,310.63</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. Daryl Sammet, aye; LaDon Townsend, aye; Danny Barksdale, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Danny Barksdale to approve an agreement with North Central Highway Safety Office for overtime traffic safety enforcement beginning October 1, 2022 through September 30, 2023.

NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O.Box 1300 • Russellville, AL 35653 • PHONE #256-332-1138
Eddierussell4nahso@gmail.com

Traffic Enforcement Agreement

Fiscal Period: October 01, 2022 - September 30, 2023

(NOT the same as a grant's authorized spending period during this Agreement Period)

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2022-FP-CP-037.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the 17 County ADECA/LETS Region herein the North Central Alabama area. The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO". and the governing entity of the law enforcement department of the following: **Limestone Sheriff Department**, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants. and are at allowable rates of pay. plus, allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2022 through September 30, 2023; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

Upon approval of grant(s). funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY'S receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. NO AGENCY will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY'S grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.) CORE Project Reimbursement Form. (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant. **(6.) time sheets or timecards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy.** The above-mentioned paperwork should be kept on file by each agency for no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO on the same schedule

as the AGENCY' Pay Period Follows.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The agency is subject to a "Review of Claims Process" by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies /errors occurred.

In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

The **agency**, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but **shall be an independent contractor in every respect. The agency is solely responsible for the acts and omissions of its employees and agents.** NAHSO assumes **no responsibility** the way or means by which the AGENCY performs its activities pursuant to this agreement. The AGENCY will also be deemed as an Independent Contractor in all aspects related to Federal/State Accounting programmatic annual audits.

Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

Signatures required.

Signature of AGENCY'S **Authorizing Official**
(Mayor Comm. Chain authorized to enter Agreement)

Colin Dalv Commission Chairman Printed Name of
Authorizing Official and Title Mayor/Comm. Chair)

Signature of AGENCY'S **Chief Law Enforcement Official**
(Chief of Police or (Sheriff))

Joshua McLaughlin
Printed Name of Chief LE Official and Title (Chief/Sheriff)

Signature of Region Director
North Central Alabama Highway Safety Office

Eddie Russell
Printed Name of Region Director

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

MOTION was made by Daryl Sammet and seconded by LaDon Townsend to approve an agreement with Katye Hanson for the position of Service Coordinator with the Juvenile Probation Office Diversion program beginning October 1, 2022 through September 30, 2023. Funding is paid through the Alabama Department of Youth Services grant.

AGREEMENT

for Services Between
the Limestone County Commission
and

Katye Hanson, Private Contractor
Service Coordinator

This contract for services (Contract) is hereby made and entered into by and between Katye Hanson, Private Contractor (Service Coordinator), and the Limestone County Commission (LCC).

PURPOSE:

The purpose of this Contract is to coordinate diversion services for juveniles assigned through the Limestone County Juvenile Court, including community service, ankle monitoring, and outpatient substance abuse programs.

SERVICES TO BE PROVIDED:

Beginning in October 1, 2022 and ending September 30, 2023, or as mutually agreed upon, Katye Hanson will coordinate activities to accomplish the goals and objectives outlined below in the capacity of Service Coordinator.

STATEMENT OF MUTAL BENEFIT AND INTERESTS:

Benefits to LCC include lowering the recidivism rate for juveniles in Limestone County Juvenile Court and providing opportunities to connect positively with the community for juveniles through the Limestone County Juvenile Court.

COMMUNITY SERVICE COORDINATOR SHALL:

Conduct the following three (3) main components to the Diversion Program, and they are as follows:

Component I: Intensive Outpatient Program for substance abuse - IOP meets Tuesdays and Thursdays from 4pm-6pm each week at the JPO location. Individual or Parent sessions are scheduled as needed.

Component IP Community Service-In the initial meeting, the parent/guardian and juvenile meet with the Service Coordinator to discuss guidelines and create a Service Agreement that suits the business and juvenile/parents schedule. This includes the place/business, dates, hours, and completion deadline for service work. The juvenile provides an updated timesheet to the Service Coordinator weekly. Biweekly, the Service Coordinator contacts the businesses to confirm hours worked and Code of Conduct adherence.

Component III: In-Home Detention through Ankle Monitoring- Monitoring is 24/7 via GPS and the tracker app and website. The juvenile must be with a parent/guardian if he/she is not at home or school. Parents call the monitoring number with each change in juveniles' location. The Service Coordinator checks to confirm the monitor location matches the location given on the call. If there is a discrepancy between location and permission, an alarm is sounded on the monitor and the parent/guardian is contacted.

Additional Goals and Objectives that are to be conducted by the Service Coordinator are listed as follows:

Goal #1: Hold juvenile offenders accountable for the criminal offenses they have committed.

Objective #1: Ensure that those juvenile offenders who meet DYS Diversion grant criteria are ordered by the Limestone County Juvenile Court to perform Community Service hours satisfactorily and complete the ordered hours within six (6) months of being ordered.

Activities:

- Utilize Service Coordination Program to ensure timely flow of orders from the Limestone Court for juvenile offenders to perform community service under supervision of the Limestone County Juvenile Probation Officer.
- Document completion, partial completion of or non-compliance or 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.
- Submit updated information on the status of each juvenile's completion, partial completion 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-private organizations.

Objective #1- Service Coordinator will cultivate and maintain a minimum of ten (10) partnerships with public or private non-profit community-based agencies where juveniles can be assigned to perform community service activities.

Objective #2- Service Coordinator will develop a minimum of one (1) 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 Service Coordinator will recruit participation by community-based public and private non-profit organizations and agencies to provide meaningful work experiences.
- Volunteer to supervise offenders sentenced to community service; and to serve as a role model for adjudicated youth in community service capacities.

Goal #3- Help offenders develop new skills through supervised work activities.

Objective #1: Ensure 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:

- 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 KALB, Alabama Veterans Museum, Athens-Limestone Animal Shelter, Athens Boys & Girls Club, and other community-wide service projects.
- Limestone County Juvenile Court and Service Coordinator will develop a Memorandum of Understanding with each public or private non-profit agency agreeing to participate in the Community Services Program.
- Limestone County Juvenile Court and Service Coordinator will develop job descriptions with each participating agency or organization for the jobs/tasks to be assigned to juveniles performing community service hours.

LCC Shall:

LCC shall provide Twenty-five Thousand Nine Hundred Seventy-four Dollars and 00/100 (\$25,974.00) to the Service Coordinator for carrying out the goals and objectives listed in this agreement. This provides thirty (30) hours per week at Sixteen Dollars and 65/100 (\$16.65) per hour for fifty-two (52) weeks for a total of Twenty-five Thousand Nine Hundred Seventy-

four and 00/100 (\$25,974.00). The LCC will be invoiced bi-weekly by Katye Hanson, Private Contractor for sixty (60) hours (30 hours per week).

The Service Coordinator will also be paid an additional payment of Twenty-five Dollars and 00/100 (\$25.00) per ankle monitor placed on juveniles referred to the In- Home Detention Program.

It is mutually understood and agreed by and between the parties that 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.

It is further mutually understood and agreed by and between the parties that Katye Hanson, Private Contractor, Service Coordinator, or the Limestone County Commission may, in writing, terminate this instrument in whole or in part at any time by providing thirty (30) days written notice to either party.

Collin Daly, Chairman
Limestone County Commission

Katye Hanson
Service Coordinator

Dated: _____

Dated: _____

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

MOTION was made by Jason Black and seconded by Danny Barksdale to approve a lease agreement with the Lioce Group for services at the Limestone County EMA for a period of twelve (12) months.



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 Phone: (800) 220-0200

LEASE AGREEMENT

Single-Page Agreement for Transactions Under \$150,000 CFS-1138W (04/16)

CFS AGREEMENT NUMBER:



COMPANY LEGAL NAME DBA PHONE Athens-limestone County Emergency Management Agency ("Customer") (256) 232-2631					
BILLING ADDRESS CITY COUNTY STATE ZIP 1011W. Market Street Athens AL 35611					
EQUIPMENT ADDRESS CITY COUNTY STATE ZIP					
EQUIPMENT INFORMATION					NUMBER AND AMOUNT OF PAYMENTS
Quantity	Serial Number	Make/Model/Description		No. of Payments	Payment Amount *
1		Canon	IR ADV C3530i III	1	\$2,071.43

TERM IN MONTHS: 12 NUMBER OF PAYMENTS IN ADVANCE: PAYMENT FREQUENCY: Monthly Quarterly Other: Annual
 TOTAL AMOUNT DUE AT SIGNING: END OF TERM PURCHASE OPTION: Fair Market Value \$1,000 Other: (\$ or %)
 (estimated) Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.	AUTHORIZED CUSTOMER SIGNATURE
By:	By: Title:
Title:	Printed Name: Email address:
Date:	Tax ID#: If proprietor, DOB: Date:

To: Canon Financial Services, Inc. ("CFS") **ACCEPTANCE CERTIFICATE**
 Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.
 Signature: Printed Name: Title (if any): Date:

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ organized under the laws of the State of _____ with its chief executive office at _____ and Customer leases from CFS with its place of business at 158 Gaither Drive, Suite 200, Mt Laurel, New Jersey 08054, all the equipment described above ("Equipment"). This Agreement shall be effective on the date the Equipment is accepted by Customer ("Commencement Date") provided Customer executes CFS form of acceptance ("Acceptance Certificate") or provides to CFS other written confirmation of its acceptance of the Equipment which shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of the Agreement. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. If Customer has not, within 10 days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever.

2. **PAYMENTS:** Customer shall pay CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). Customer shall also pay CFS an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by CFS. A late payment fee equal to the greater of 10% of the late amount or \$25 will be due if a Payment is late. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the Payment and End of Term Purchase Option ("Purchase Option") herein by up to 15% if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer (a) shall pay an \$85 documentation fee, and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.

3. **NAME, OFFICES:** Customer's legal name (as set forth in its constituent documents), chief executive office address and jurisdiction of organization are as set forth herein. Customer shall provide CFS written notice at least 30 days prior to any change of its legal name, chief executive office address or its form of organization (including its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.

4. **WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty related to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement, and CFS assigns to Customer any warranties agreed between Customer and the manufacturer, dealer, or supplier. Customer acknowledges and agrees that the supplier or dealer is not an agent of CFS and is not authorized to waive or alter any term of the Agreement or make any representation or warranty with respect to this Agreement or the Equipment on behalf of CFS. Customer warrants that the Equipment will not be used for personal, family or household purposes.

5. **LIENS; MAINTENANCE; ALTERATIONS; LOSS:** Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer shall keep and maintain the Equipment in good working order and shall, at its expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment Effective upon delivery to Customer. Customer shall (a) bear the entire risk of any loss, theft, or damage to the Equipment and (b) during the term hereof, including renewals and extensions, keep the Equipment insured with CFS as loss payee. If Customer fails to provide proof of insurance, CFS may, but is not required to, obtain insurance covering CFS' interests, and charge Customer for the costs of such insurance and an administrative fee. CFS and any affiliate may make a profit on the foregoing. No such loss, theft, or damage shall relieve Customer of any obligation hereunder.

6. **DEFAULT:** If Customer fails to pay any amount due to CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) require Customer to immediately pay all unpaid Payments hereunder (whether or not then due), the Purchase Option amount and any other Costs (collectively, "Remaining Lease Balance"), (b) terminate any and all agreements with Customer, (c) repossess the Equipment (d) sell the Equipment and recover the amount by which the Remaining Lease Balance exceeds the net amount CFS received from such sale, and/or (e) pursue any other remedy permitted at law or in equity. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the

Remaining Lease Balance. Customer shall reimburse CFS for its out-of-pocket costs and expenses incurred in enforcing this Agreement and exercising its remedies, including reasonable fees and expenses of attorneys and collection agencies. Any other default hereunder shall entitle CFS to all remedies available at law and equity. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default. Customer will also pay for CFS' reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

7. **ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement if CFS assigns this Agreement the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, and the rights of the assignee will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.

8. **PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION: At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any Costs. (B) PRIOR TO MATURITY PURCHASE: Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS IS WHERE IS" without warranty, except for title.

9. **RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition, ordinary wear and tear from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

10. **DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should: (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

11. **UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

12. **MISCELLANEOUS:** THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and Acceptance Certificate as an original. Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement CFS may insert missing or correct other information, including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise this Agreement embodies the entire agreement.

PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty, SECTION 12

ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the following budget revisions:

Department	Account Number	Title of Line Item	Amount
Parks & Rec	001-57200-199	Miscellaneous Services	+\$6,700.00
	001-35910	Budgetary Fund Balance	- \$6,700.00

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

MOTION was made by Jason Black and seconded by LaDon Townsend to approve the following new hires and transfers:

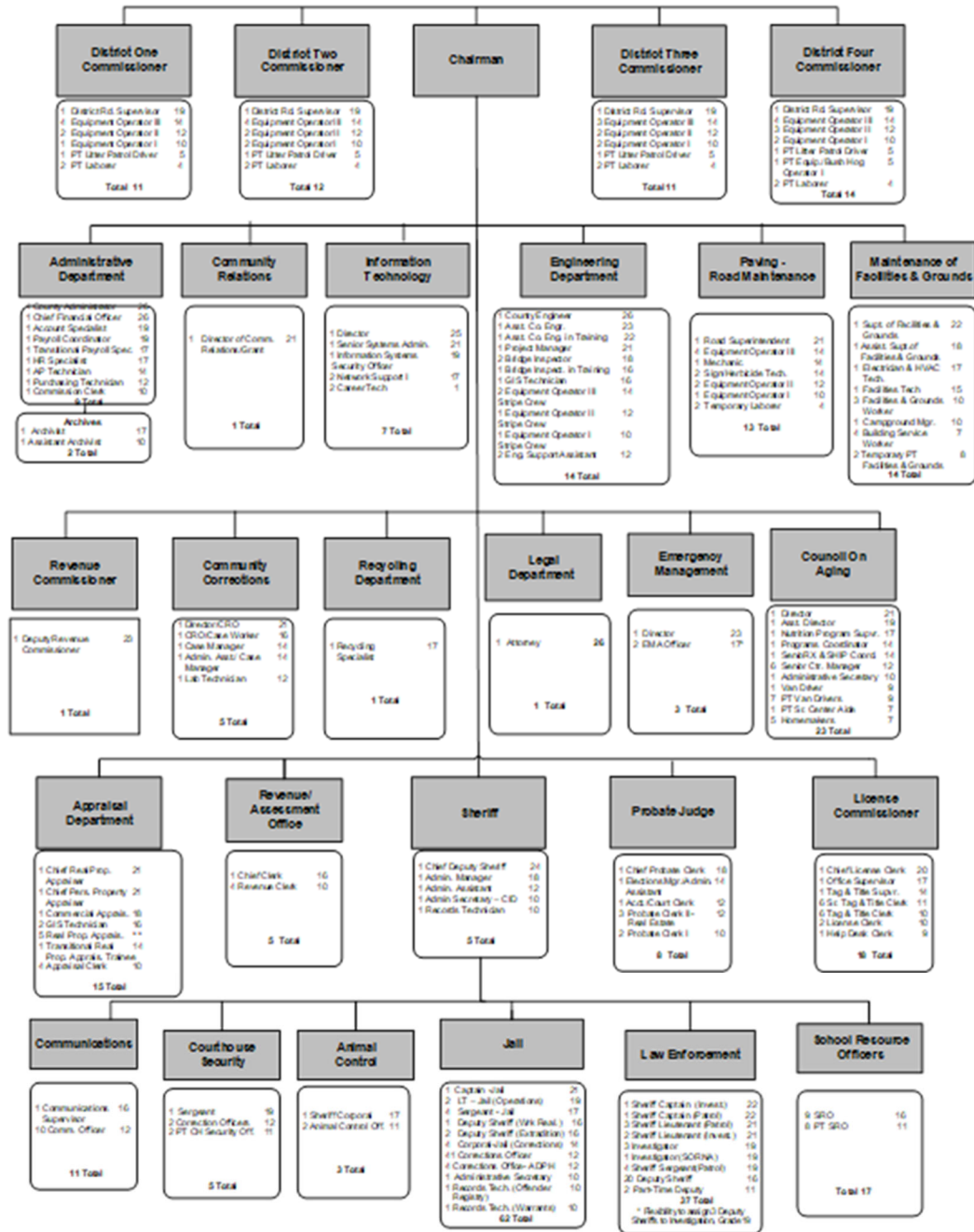
1. Hire Joan Brunson and Phyllis Craft as Council on Aging Part-time Van Drivers pending drug screenings.
2. Hire Carmen Ebbert as Revenue Clerk effective 11/7/2022.
3. Transfer Allyson Smith from Revenue Clerk to Appraisal Clerk effective 11/7/2022.

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

MOTION was made by LaDon Townsend and seconded by Jason Black to approve the following Staffing Plan revision:

1. Under "School Resource Officers" reflect 9 Full-Time School Resource Officers and 8 Part-Time School Resource Officers.

**LIMESTONE COUNTY COMMISSION
STAFFING PLAN
November 7, 2022**



*EMA Officer

10 years' experience & required certifications: 19

**Real Property Appraiser

Trainee: 14; 18 months' experience: 17; State certified: 18

Under "Law Enforcement". "4 Corrections Officer - ADPH" are paid through an ADPPH grant which will go through July 31, 2024.

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Rhonda Mitchell	Tag & Title Clerk (License)	11/3/2022
Marcia Pratt	Tag & Title Clerk (License)	11/6/2022
Daxton Gilbert	Equipment Operator II (D2)	11/9/2022
Rachel Hale	Tag & Title Clerk (License)	11/16/2022
Dustin Gatlin	Equipment Operator III (D2)	11/25/2022
Melissa McGlocklin	Sr. Tag & Title Clerk (License)	11/30/2022

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

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

Name	S/D Type	Approval Type	Lots	District	Location
Upper Elkton Rd Subdivision	Minor	Preliminary & Final	2	1	North of Sandlin Rd & on the west side of Upper Elkton Rd
Hampton Hills Subdivision – replat of Tracts 40-45 & part of Tracts 38, 39, & 46	Minor	Preliminary & Final	2	4	Located on Hampton Cove Way, approx. ¼ mile north of Hwy 72
Briley Cove	Major	Preliminary	10	3	On the north side of Malone Rd about 1300' west of the intersection with Carter Rd
Town Mill, Phase 2	Major	Preliminary	77	2	On the east side of Mooresville Rd, approx. ½ mile north of Huntsville Brownsferry Rd.

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

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to sell the following on GovDeals:

Department	Item	Inventory #	Serial #
EMA	Wireless IP Comms System (Command Post FY10)	4952	n/a

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

Commissioner Sammet expressed his appreciation to Commissioner Black for his 8 years of service.

Commissioner Barksdale reported that the paving crew would be working at the intersection of Huntsville Brownsferry and Mooresville Road. Commissioner Barksdale also wished Commissioner Black well in his future endeavors.

Commissioner Black stated, "A little over 50 years ago, my dad was hired as the Civil Defense Director. For the last 50 years, I've been the county employee. I went everywhere he went. The last eight years have been awesome. I don't regret anything that we did. I hated to see the population increase. I hated to see Limestone County change from the rural area that we were in, but I knew that if we didn't grow, we would die. Our employees benefit from it, the public will benefit from it, and our kids will benefit from it. My employees in District 3, fantastic. Employees in the county, fantastic. There are a lot of changes going on in the Sheriff's Department. Changes for the good. Things happen for a reason, and we don't know why but those things that come along, sometimes you learn from your mistakes. Sometimes your new moves are the ones that win so those are important. I am proud of our Engineering Department. We've done so many things in eight years. We were outsourcing every bit of hauling, every bit of paving, every bit of reclaiming. In the last eight years we've got a department that I'll put up against Rogers Group or any other company in our area. I'm proud of the amount of money that we've made on our dump trucks, and these are just little things that have to be carried on, and the new people need to come up with the new ideas. These things work now but in two years they may not, so keep doing what you do. Years ago, my dad said that if I ever became commissioner the most important thing for me to remember was to remember where I was from. The richest man is no more important than the poorest man. If you got a problem, you go to the source and you handle it. I may have handled some things wrong, but I always believed in going to the source. I always believed in speaking my mind. I always believed in studying enough to know what was right and what was wrong. With that being said, this has been a great journey. County government has been good to my family, and I am going to miss it."

Commissioner Townsend expressed his appreciation to Commissioner Black and stated, "Jason was right there to give me any advice I needed. Your service for this county will not be forgotten. You have done a lot of good things for the county, and I am going to do my best for the next two years to continue, and this county is going to miss you."

Chairman Daly stated, "I want to thank Jason for his service. I know he has served more than just here in this county. He has served on the ACCA boards and NACo. He has really been a pillar block and led the charge on a lot of things. He's always the first guy to jump out and be part of being something good. I want to thank you for your service. Even though he is leaving this walk of life, he'll still be involved in the community and will still lead the community."

Chairman Daly also brought awareness to "Wear Your Orange Day" for the incurable diseases, and his granddaughter happens to have an incurable genetic disease.

Adjourned at 10:20 a.m. until 10:00 a.m. on Wednesday, November 16th, 2022 for an Organizational Meeting which is required according to Section 11-3-1(e) of the Code of Alabama.