

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today at 10:05 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

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

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of February 20, 2024.

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

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve the following claims:

2/16/2024	0073046 - 0073109	\$	406,975.47
2/13/2024	0073110 - 0073154	\$	221,793.62
2/26/2024	PAYPAL	\$	307.85
2/29/2024	0073155-0073228	\$	543,476.00
3/1/2024	0073229-0073264	\$	1,830,423.42
	TOTAL	\$	3,002,976.36

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. Derrick Gatlin, aye; LaDon Townsend, aye; Daryl Sammet, aye; and Danny Barksdale, aye. Motion carries unanimously.

**MOTION** was made by Danny Barksdale and seconded by Derrick Gatlin to approve a Service Agreement with the Lioce Group for a copier in the Probate Judge's office.

# MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024, COMMISSION MEETING



The Lioce Group  
2950 Drake Avenue  
Huntsville, AL 35805

## Service Agreement

**Date** 2/26/2024  
**Customer #**  
**Representative** Taylor Parker

Ship To	Bill To
Limestone County Probate 100 S. Clinton St, Suite D Athens, AL 35611 Contact: Bobbie Bailey Meter Contact: Bobbie Bailey Meter Method: <a href="mailto:bobbi.bailey@limestonecounty-al.gov">bobbi.bailey@limestonecounty-al.gov</a> E-Mail: bobbi.bailey@limestonecounty-al.gov 256-233-6427	Limestone County Probate 100 S. Clinton St, Suite D Athens, AL 35611

Installation and Service Agreement Options	
<i>Appropriate categories must be initialed by the client in the box to the left of the option.</i>	
Maintenance Type:	0
Contract Length (months):	36
Contract Start Date:	

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	0.0091		0 Monthly	0.0091 Monthly	
Toner	Included				
Paper	Not Included				
Staples	Not Included				

If wide-format, billing is per Square foot / Linear Foot

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
bizhub 300i with DF-714 (Sourcewell) 30 ppm Printer/Cc				
bizhub 300i with DF-714 (Sourcewell) PC-216 2-way Pa				

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance			Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date	
X	Collin Daly	County Chairman			

# MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024, COMMISSION MEETING

## Terms and Conditions

### General Terms and Conditions

- 1. DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and The Lone Group Inc. ("TLG") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and TLG concerning the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or Software provided by TLG and covered under this Maintenance Agreement.
- 2. INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.
- 3. Maintenance with Supplies.** If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, TLG will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). TLG will furnish the following supplies, to be delivered at accepted intervals as determined by usage history criteria as determined by TLG and additional electronics as required: Toner, Developer, Drum or Photoreceptor, Fuser, Charge, Fuser Oil, Webs, Maintenance with Supplies does not include paper, labels, staples or transparencies of any kind. TLG reserves the right to charge Customer for shipping and handling charges incurred by TLG for the delivery of any Consumable Supplies delivered to the Customer. TLG agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 15, TLG shall have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.
- 4. EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in Base Allowance on the face of the Maintenance Agreement (the "Initial Term"). Base Allowance copies are accumulated from the meter reader. Customer shall provide TLG with meter readings on the last day of each month and/or when requested by TLG. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplicate copies shall be counted at twice the rate of simplex copies. For models equipped with color printing capabilities, the following meter click charges shall apply: 16" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 6 clicks. TLG reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide TLG access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide TLG with meter readings on the last day of the month, TLG shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be rendered either monthly, quarterly, semi-annually or annually as determined by TLG.
- 5. PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to TLG or by credit card, all amounts rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. TLG does not accept cash payments. If any part of any payment due to TLG hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover TLG's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum) or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, TLG shall have the right to discontinue service in the event Customer becomes delinquent in payment.
- 6. CUSTOMER CHANGES.** TLG reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for TLG to provide service to Customer or the Equipment.
- 7. MAINTENANCE ONLY.** If Customer selects the Maintenance Only Option on the Maintenance Agreement, TLG will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, essential and preventive maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging units, drum cartridges, masters) and user unit clean/flush/cleaners (fuser webs, cleaning rollers, wicks, belts, fuser oil). Consumable Supplies are toner, developer, fuser, paper, preventive maintenance kits, print sheets/strips, ribbons, ink cartridges, staples and waste bins, large recyclables. If Customer uses parts or supplies other than TLG Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable item), service problems or unacceptable copy quality, then TLG may terminate this Maintenance Agreement and the instant portion of any amount due to TLG in its sole and absolute discretion. In the event TLG so terminates this Maintenance Agreement, Customer will be offered continuing service from TLG at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges at established TLG rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established TLG rates then in effect.
- 8. BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during TLG's normal business hours, which is hereby defined as 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of TLG holidays and subject to change by TLG. At Customer's request, TLG may render service outside of normal business hours, subject to availability of personnel and additional charges at established TLG rates then in effect.
- 9. RETAINED TITLE.** Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in TLG until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to TLG on demand. Additionally, TLG reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to TLG's standard formula for such proration.
- 10. AVAILABILITY OF SUPPLIES.** TLG Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineers use.
- 11. RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repair and parts replacement cannot keep a unit in satisfactory operating condition, TLG will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, TLG may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.
- 12. NETWORK INTEGRATION.** If Network Integration services are provided by TLG, Customer warrants that the TLG Digital Site Survey has been accurately completed and TLG may rely on the information contained in the Site Survey in providing network integration services. TLG reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
- 13. SYSTEM MONITORING.** TLG will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with TLG products) for the purpose of automated meter reading, scheduled performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in TLG's DRA). Should Customer opt-out of ongoing System Monitoring, TLG reserves the right to assess an incremental monitoring fee on Customer not to exceed \$25 per invoice.
- 14. DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opts-out at DSS at the time of execution of the Maintenance Agreement, or thereafter by providing not less than thirty (30) days prior written notice to TLG, TLG shall provide Customer with DSS, for a fee based on the Cost Schedule set forth in the DSS Addendum, when fees shall be

filled with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting, network connectivity issues, network scan and fax resolution, product driver updates, installation of additional printer drivers and installation of additional scan/fax destinations, including issues arising as a result of changes in operating systems, e-mail domains or servers that require reconnection to Customer's equipment.

- 15. AUTOMATIC RENEWAL.** This Maintenance Agreement shall be automatically renewed without any notice from TLG or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at TLG's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 5% price increase over the prior term and equipment is in service for 3 years at which the maximum annual increase will not exceed 10%.
- 16. CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, TLG may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term of contract contained herein. TLG may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, TLG will not issue any refund for the unused portion.
- 17. LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to TLG the following amounts as liquidated damages (and not as a penalty): (a) During the last six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed at three times the monthly charge. In the event Customer is in default of any obligation under this agreement and contains in default for seven (7) days after notice thereof, TLG may cancel this agreement and collect damages according to the foregoing formula.
- 18. NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by TLG does not constitute a waiver of such rights by TLG, or in any way prevent TLG from enforcing such rights, or any other rights hereunder at a later time.
- 19. ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order, is the entire agreement between Customer and TLG related to the maintenance of the Equipment, and any and all prior negotiations, agreements, oral or written, understandings (oral or written), or communications between the parties relating to this Maintenance Agreement are hereby superseded.
- 20. NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth hereon as an inducement to the execution of this Equipment Order.
- 21. NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be revised, modified, or changed except by written agreement executed by a duly authorized representative of TLG and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.
- 22. AUTHORITY.** Customer and TLG each represent and warrant that their respective signatures to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.
- 23. LIMITATION ON LIABILITY.** Under no circumstances shall TLG be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. TLG's liability in case of non-performance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to TLG pursuant to the Maintenance Agreement.
- 24. INDEMNITY.** CUSTOMER SHALL INDEMNIFY TLG AGAINST AND HOLD TLG HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnifiable claim hereunder, TLG agrees to present such indemnifiable claim as a matter of course to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnifiable claim.
- 25. DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND TLG MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABILITY. TLG expressly disclaims any duty as insurer of the Equipment, and Customer shall pay for all costs of repair and parts or replacement of the Equipment deemed necessary, but not limited to loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non-TLG personnel. TLG will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Card, nor is any external electrical work covered under this agreement.
- 26. ATTORNEYS FEES; COSTS.** In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring TLG to refer said matter to an attorney and/or to initiate or defend any court action in any way related to this Maintenance Agreement, Customer agrees to pay TLG's reasonable attorney's fees and all costs resulting from such action.
- 27. CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and enforceable in the State of Alabama. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with TLG shall be with any state or federal court of competent jurisdiction in Madison County, AL.
- 28. WAIVER OF JURY TRIAL.** CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.
- 29. NOTICE.** Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to TLG, said notice shall be sent to the registered agent for TLG in the state in which the transaction arose or to TLG, Attention: Nick Love, 2950 Drake Avenue, Huntsville, AL 37478. If to Customer, the notice shall be sent to the address of the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to TLG.
- 30. FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.
- 31. AFFIRMATIVE ACTION.** TLG and all vendors and/or subcontractors are obligated to do so, to the best of TLG's knowledge comply with the EEO clause of 41 CFR 60.1.4(j) and The Affirmative Action Clauses of 25D.4(a) and 741.4(a).

Initials:

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

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
COMMISSION MEETING**

**MOTION** was made by Derrick Gatlin and seconded by Daryl Sammet to approve a Memorandum of Agreement between the Town of Mooresville, AL, and the Limestone County Commission for work on Mooresville's streets.

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE TOWN OF MOORESVILLE, ALABAMA AND  
THE LIMESTONE COUNTY COMMISSION FOR WORK  
ON MOORESVILLE'S STREETS**

This Memorandum of Agreement is entered into by and between the town of Mooresville, Alabama, a municipal corporation ("Mooresville"), and the Limestone County Commission, as the governing body of Limestone County, Alabama ("Limestone County"), and shall be effective as of the date this Agreement is executed by the parties hereto with the latest date of execution being the effective date in the event the authorized signatures are fixed on different dates.

WHEREAS, the sections of North Street, High Street, Lauderdale Street, and Broad Street set forth herein are roads lying within the jurisdiction of Limestone County; and,

WHEREAS, the sections of North Street, High Street, Lauderdale Street, and Broad Street are to have paving work completed for a distance of approximately .33 miles, which sections are referred to hereafter as the "Mooresville Streets"; and,

WHEREAS, Title 11, Chapter 102 of the Code of Alabama (1975), as amended, expressly provides for counties and incorporated municipalities in the State of Alabama such as the parties hereto to enter into a written contract such as this Agreement for the joint exercise of any power or service that each of them are authorized to execute individually; and,

WHEREAS, the parties have a common interest in improving these sections of the Mooresville Streets, and hereby desire to enter into this Agreement to participate in the improvement of the Mooresville Streets in a manner that will allow them to work together in the improvement of these roads;

**NOW, THEREFORE,** the Parties, intending to be legally bound hereby, memorialize the terms and conditions of their agreement and declare that the terms and conditions of their agreement are and shall be as follows:

1. Mooresville shall pay for and Limestone County, utilizing its annual paving contract, shall perform the work on the Mooresville Streets, which shall include, specifically, but shall not necessarily be limited to, resurfacing, and in furtherance thereof:
  - (a) The parties acknowledge and agree that the total cost estimate of the Mooresville Streets work is Two Hundred Fifty Thousand Dollars (\$250,000), which is a good faith estimate known and understood by all parties at this time. Mooresville shall be responsible for paying all costs of work on the Mooresville Streets.
  - (b) The project will be performed by Limestone County utilizing its annual paving contract, and Mooresville shall manage the project and shall provide assistance as reasonably requested by Limestone County.
  - (c) Limestone County shall invoice Mooresville for all costs of the work on the Mooresville Streets, and Mooresville shall pay the invoices within thirty (30) days of receipt.
2. Each party hereto grants unto the other full use of and access to their respective rights-of-way for the performance of the work and obligations herein.
3. Upon completion of the work described herein, Mooresville shall remain responsible for the maintenance of the Mooresville Streets within its jurisdiction, subject to any separate or subsequent agreement between them regarding same.
4. The parties hereto agree and acknowledge that this Agreement may be executed in counterparts with all executed signature pages, collectively, being one binding and enforceable agreement.

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5. Each party hereby warrants and represents unto the other by the execution of this Agreement that the representative of each entity hereby executing this Agreement has done so with full authority to bind each entity hereto.

6. This Agreement shall expire upon completion of and payment for the resurfacing work or one year from the effective date, whichever occurs later. If either party desires to terminate the agreement, then it shall give a thirty (30) day notice to the other party and, if that party is Mooresville, then it shall pay all invoices for which it is responsible pursuant to this Agreement prior to the termination date.

**TOWN OF MOORSEVILLE, ALABAMA,  
A Municipal Corporation**

**LIMESTONE COUNTY, ALABAMA**

*Nikki Sprader*  
Nikki Sprader, Mayor

\_\_\_\_\_  
Collin Daly, Chairman

Date: 1/12/24

Date: \_\_\_\_\_

ATTEST:

ATTEST

*Mike Sprader*  
Mike Sprader, Clerk

\_\_\_\_\_  
Ellen Morell, County Administrator

By: Mike Sprader  
Print name

Date: \_\_\_\_\_

Date: 1.12.24

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

**MOTION** was made by LaDon Townsend and seconded by Daryl Sammet to approve to enter into an agreement with the Alabama Emergency Management Agency for a State Subaward Emergency Management Performance Grant (EMPG) for an allocation amount of \$2,266.00 for the effective dates of 10/1/2023 through 9/30/2024.

**STATE SUBAWARD  
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

1. Grantee: Limestone County EMA	2. Effective Dates: 10/01/2023-09/30/2024
3. Issuing Agency: Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. FAIN: N.A.
5. CA Number: 24EMA-\$2,266.00	
6. Total Allocation Amount:	<b>\$2,266.00</b>
7. CFDA #: N.A.	8. State Award Date: 10/01/2023

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The Director/Coordinator will ensure that state funding is used for the sole purpose of emergency management preparedness programs and will be matched 50/50 with local funds. It is also agreed that the Alabama Emergency Management Agency Director can elect to withhold or withdraw this funding from the Local EMA for failure to complete program activities and failure to provide a justification statement explaining the reason why the activity was not accomplished.

Subgrantee agrees: (1) to provide in a timely manner any information requested by AEMA regarding the subgrantee's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Division; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction of the claim. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) all claims relating to this grant must be submitted by October 30, 2024; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary costs of operation for the local EMA office; such salaries, benefits, and supplies, maintenance of facilities, and other necessary costs of operation for the local EMA office; (8) all EMPG related files/documents will be made available to AEMA personnel for monitoring and review.

**Subgrantee agrees that the AEMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for: (1) non-compliance with any portion of the terms stated in this document; (2) failure to perform appropriately in an emergency situation; (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards; or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.**

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Local EMA Director/Coordinator / Date

Certification By County Official Authorized to Sign:

I certify that I understand and agree to comply with the general & fiscal provisions of this subaward to include the terms and conditions; to comply with provisions of the regulations governing these funds and all other related federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this subaward; that costs incurred prior to Subgrantee approval may result in the expenditures being absorbed by the Subgrantee; and, that the receipt of these grant funds through the Subgrantee will not supplant state or local funds.

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Chief Elected Official / Date

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Jeff Smitherman, Director  
Alabama Emergency Management Agency

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

**MOTION** was made by Daryl Sammet and seconded by LaDon Townsend to approve to an Agreement with OCV, LLC for a mobile app for the Limestone County Sheriff's Office. All costs will be paid through the Limestone County Sheriff's Office discretionary funds.

# 1 YOUR INVESTMENT

#20240127-072300514

**Issued**  
January 27,  
2024

**Expires**  
April 26, 2024

**The pricing of this agreement shall continue for a period of 3 years (Renewable annually thereafter)**

<b>Products &amp; Services</b>	<b>Billing Frequency</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Price</b>
Mobile App Development (IOS/Android) - Tier 5		1	\$19,990.00	\$0.00 after \$19,990.00 discount
Mobile App Annual Support & Maintenance - Tier 5	Annually	1	\$8,995.00 /year	\$8,995.00 /year
Inmate Search Integration - Tier	Annually	1	\$2,595.00 /year	\$0.00/ year

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<b>Products &amp; Services</b>	<b>Billing Frequency</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Price</b>
5				after \$2,595.00 discount
Sex Offender Integration	Annually	1	\$550.00 / year	\$0.00/ year after \$550.00 discount
Annual subtotal				\$8,995.00
				after \$3,145.00 discount
One-time subtotal				\$0.00
				after \$19,990.00 discount
<b>Year One Total</b>				<b>\$8,995.00</b>



OCV, LLC proposes to develop an iPhone and Android app for Limestone County Sheriff's Office - AL.

THIS AGREEMENT is made between OCV, LLC ("Host") having an address at 809 2nd Avenue, Opelika, AL. 36801 and Limestone County Sheriff's Office - AL ("Client") having a mailing address at 310 West Washington Street, , Athens, AL 35611 and is effective from Date Customer Signs Proposal to End Date: 3 years Following Signature (Renewable Annually Thereafter)



**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
COMMISSION MEETING**

1. **SERVICES:** Host agrees to provide custom mobile app development services and support.

2. **BILLING AND PAYMENT:**

50% Invoiced Net 30 at Contract Signing  
50% Invoiced Net 30 upon App approval for Release

Annual Maintenance / Subscription Payment Schedule - 2025 and Beyond

Total Annual Maintenance / Subscription Fee - Annual fee billed annually on contract anniversary date.

3. **\*TERM AND TERMINATION:** The term of this agreement shall begin as of the effective date (date of signatures of both parties) and shall continue thereafter for a period of 3 years.

\*At the end of the initial contract period, Host will contact the customer for a renewal confirmation. Confirmation is typically communicated through email or other electronic means. Host will also send a renewal invoice 30 days prior to the expiration of this agreement. Receiving the invoice without renewal confirmation does not lock the customer into renewal. Customer will have 30 days to decline renewal. Host retains ownership of all intellectual property rights associated with the services, its technology and any enhancements or modifications thereof.

4. **AMENDMENTS:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5. **ACCEPTANCE OF TERMS:** Use of services provided by Host constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.



## **OCV, LLC TERMS AND CONDITIONS**

1. **MOBILE APP CREATION AND REVIEW PERIOD:** Upon execution of this contract, the OCVapps team will go to work on designing and building your

## MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024, COMMISSION MEETING

app(s). At the design phase, we will solicit your initial design ideas, existing graphics and logos and use any other existing asset that you have to set the direction. A mock up / prototype will be developed using graphics and be sent to you for approval/ review. This will happen prior to the start of coding. Upon electronic approval of the prototype images, OCV, LLC will begin coding your app (contingent on having all information from the customer).

Upon completion of the code, OCV will review and test the app at all levels. Once the app passes our internal review and processes, we will upload it to the Apple iTunes Store/Google Play store for official App review and release.

Upon acceptance of the app within the iTunes store/ Google Play store, we will notify you via email/phone. After the App is released in the stores we will train you how to use the control panel and how to update your app. Total elapsed time estimate: ~ 45 - 60 days after all information is provided to Host project management staff.

2. **OCV, LLC Features:** Features will be solidified after contract acceptance.

3. **CUSTOMER/OCV CONTROL:** An OCvapp exists in two parts: the “features” and “content”. The features remain static in nature. The “content” is the update-able features that the client can update. OCV will work with your team to ensure that you can edit the “content” via RSS feeds and a custom web accessible control panel. Unless requested of OCV by the client, only the client can make changes to the content within the control panel.

4. **PUSH NOTIFICATION AND OTHER ALERT NOTIFICATIONS:** An OCvapp may be instrumented with a Push notification or other Alert terminology. OCV does not warranty, suggest, or advertise that an OCvapp is designed for life saving immediate warnings. The OCvapp push notification and alert systems are simply intended to give a central location for end users to see the latest information. While it will be the intent of a push notification to be delivered to your OCvapp, it is not something that can be guaranteed. Due to the technical limitations, multiple internet connections and outside factors that are out of the control of OCV, we suggest that our warnings will almost always be delivered in less than a minute. Some instances will show quicker and others slower. There is a chance that during a storm or other emergency, information may slow due to power outages, mobile phone network shortages or outages and many other factors. In severe situations, the feed may not happen at all.

Note: Never assume that the end user has received the push notification. Due to the requirements of the marketplace, push notifications are opt-in services. A user can turn off the notifications at any time or uninstall the app.

5. **Warranties Disclaimer:** Due to the many links in the overall national and regional communication networks and infrastructure (national/regional

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
COMMISSION MEETING**

cellular/mobile communication networks and their traffic management, land-phone lines and regional switching networks, power grids, etc.) all of which are completely outside the control or monitoring of OCV, OCV disclaims any and all warranties with respect to the Client's use of an App developed by OCV, direct or indirect, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event shall OCV, its affiliates, business partners, service providers, employees, agents, representatives, or shareholders be liable to customer for any incidental, consequential, indirect, special, or punitive damages (including damages due to: service failures, business or service interruptions, etc.) for any aspect of its service outside of OCV's direct control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

This Agreement, together with the following Attachments, constitute the entire Agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement.

The Agreement shall commence on date of customer signature.

The total cost of the agreement is outlined in Section One (1) - Your Investment.

**Added Jurisdiction and Venue.**

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction. The parties further agree that (i) any claim of whatever character arising under this Agreement or relating in any way, directly or indirectly, to the dealings between them during the term of this Agreement shall be brought exclusively in a federal or state court of competent jurisdiction in Limestone County in the State of Alabama (including, any application for provisional relief); (ii) any such claim that is filed in any other court shall be conclusively deemed as violating the expressed intent of the parties in this mandatory forum selection clause; and (iii) any challenge to the filing of any such claim in a forum designated in this clause shall be deemed waived.

Please note that because your office has been a previous client with OCV, LLC, we are waiving the setup development fees and only charging the annual support and maintenance fee.

**Signature**

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
COMMISSION MEETING

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name**

**Countersignature**

\_\_\_\_\_  
**Countersignature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name**

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 Derrick Gatlin, aye. Motion carries unanimously.

**MOTION** was made by Derrick Gatlin and seconded by Danny Barksdale to approve a CDBG Grant Agreement, pending attorney review, between Appalachian Regional Commission (ARC) and Limestone County for the intersection improvements located at Mooresville Road and Huntsville-Brownsferry Road.

**Grant Agreement  
Between  
Appalachian Regional Commission  
and  
Limestone County**

**(Fiscal Agent for Limestone County: Alabama Department of Economic  
and Community Affairs)**

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<b>ARC Contract Number:</b> AL-20715-2023	
<b>Project Title:</b> Mooresville Road Improvement Project	
<b>ADMINISTRATIVE/FISCAL AGENT:</b> of Economic and  Alabama Department Community Affairs 401 Adams Avenue Montgomery, AL 36104  Fiscal Agent's EIN: 63-6000619 Fiscal Agent Contact:	<b>GRANTEE:</b> Limestone County 310 Washington Street Athens, AL 35611-2561 Project Director: Terry Acuff 256-890-4240  <b>ARC Project Coordinator:</b> Susan Long <b>State Administration/Liaison Officer:</b> Crystal Talley 3343532630
Part I - Special Provisions	

**1. Statement of Purpose - Incorporation of Proposal:**

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to construct critically needed improvements to Mooresville Road to improve access to the new Toyota Mazda Manufacturing Facility in Limestone County. The project involves improvements to a six-mile road located about one mile from the \$2.3 billion Mazda Toyota Manufacturing (MTM) facility that has been under construction since 2018. The road provides a direct route from Interstate 565, which connects Huntsville to Decatur and beyond, to the new MTM facility. The project will involve structural repairs to the failing sections of the road and resurface its entire length. Improvements will allow traffic to flow without congestion and for business to be conducted efficiently and safely.

ARC funds are being made available to the project through the Alabama Department of Economic and Community Affairs (ADECA) and will be administered in accordance with the Memorandum of Understanding (MOU) between ADECA and the Appalachian Regional Commission, executed on April 7, 2015, which is attached to and hereby incorporated into this agreement.

This project shall be carried out in general accord with Grantee's proposal, received at ARC on May 6, 2022. Grantee's proposal is incorporated by this reference as a supplement to this agreement. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

**2. Order of Precedence:**

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, these Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Memorandum of Understanding, the Registered State Basic Agency Grant Administration Manual, and any other incorporated Supplements. Any conflicts among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

**3. Reports:**

The Grantee shall submit reports for this project to the Fiscal Agent semi-annually, or at a greater frequency determined by the Fiscal Agent. An annual report for this project shall be submitted by the Fiscal Agent to

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
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ARC, as required by the Memorandum of Agreement referenced in Article 1 on a schedule to be agreed to between the Fiscal Agent and the ARC Project Coordinator.

**4. Consideration and Method of Payment:**

**A. Total.**

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$1,000,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$1,898,240 in cash, contributed services, or in-kind contributions, as approved by ARC. Payments under this Agreement shall be made to the Grantee through the Alabama Department of Economic and Community Affairs, as Fiscal Agent. The Grantee shall not incur any project-related costs nor begin construction without prior approval from the Fiscal Agent.

**B. Method.**

Progress payments in the full amount of the total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the agreement, Grantee shall receive any balance of funds, which may be due under this agreement. Payments under this agreement shall be made under the Automated Standard Application for Payments (ASAP) process or, if necessary, upon the receipt of the Fiscal Agent's invoice.

**5. Budget:**

Costs will be determined in general accord with the budget (which is attached to and hereby incorporated into this agreement), subject to the terms of this Grant Agreement, the Registered State Basic Agency Grant Administration Manual, and pertinent ARC Code Provisions.

**6. Period of Performance:**

The grant period of performance shall be 1/1/2024 through 1/1/2027.

**7. Federal Retention of Interest:**

Title to equipment and/or real property purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but ARC retains a property interest in such equipment and/or real property. The equipment and/or real property must be accounted for during and after the end of the project period according to OMB property standards at 2 C.F.R. 200.310-316. To satisfy accountability, all Grantees and Subgrantees purchasing equipment and/or real property must continue to use the equipment and/or real property in the same or other projects related to objectives of ARC, as approved by ARC. If the Grantee or Subgrantee wishes to change the use of the equipment and/or real property, or dispose of it or transfer ownership, the Grantee or Subgrantee must contact ARC to request disposition instructions. ARC is entitled to an amount equal to the value of the ARC share at the time of the change of use, disposal, or transfer of ownership.

Grantees and subgrantees, other than state agencies, that purchase or improve real property with ARC funds, and equipment valued in excess of \$100,000, must also file a notice of federal interest (NFI) in such real property or equipment.

It is the Grantee's responsibility to monitor all use to verify that the equipment and/or real property is being used primarily for the purposes of the grant and to notify ARC promptly in the event that the equipment and/or real property is no longer being used for such purposes.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
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Stephanie Jones-9/15/2023

9/15/2023

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**Assistant General Counsel**

**Date**

Collin Daly-9/20/2023

9/20/2023

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**Collin Daly  
Chairman**

**Date**

**ARC Contract No.: AL-20715-2023**

Part II  
Appalachian Regional Commission  
Grant Agreement: General Provisions

**Article 1 General Procedures.**

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

**Article 2 Restrictions on Use of ARC Funds.**

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

**Article 3 Work Plan/Detailed Budget.**

- (1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.
- (2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

**Article 4 Reports.**

- (1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered, and ameliorative actions taken, and a forecast of work for the next report period.
- (2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

## **MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024, COMMISSION MEETING**

### **Article 5 Contracting Procedures**

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

### **Article 6 Subcontracting.**

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

### **Article 7 Coordination and Non-Duplication.**

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

### **Article 8 Project Personnel.**

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

### **Article 9 Compliance with Applicable Laws.**

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.

### **Article 10 Retention of Rights.**

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.



## **MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024, COMMISSION MEETING**

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

### **Article 11 Method of Payment.**

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

**NOTE:** All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

### **Article 12 Grant-Related Income.**

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

### **Article 13 Rebates and Discharges from Liability.**

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission, and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
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**Article 14 Records /Audit.**

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

**Article 15 Responsibilities.**

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission.

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

**Article 16 Grantee's Principal Personnel.**

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

**Article 17 ARC Representative.**

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

## **MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024, COMMISSION MEETING**

### **Article 18 State Administration and Liaison Officer.**

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this Agreement.

### **Article 19 Disputes.**

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

### **Article 20 Suspension/Termination for Cause.**

The ARC shall have the right, upon written notice to the Grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or materially false statement in the conduct of this Agreement or any other ARC grant agreement.

### **Article 21 Termination for Default.**

The ARC may, by written notice to Grantee, terminate this Agreement in whole or in part in accordance with Part 52.249 of the Federal Acquisition Regulations' "Default (Fixed-Price Supply and Service)" clause in effect on the date of this Agreement including, but not limited to provisions regarding failure to perform due to causes beyond the control of Grantee, the status of completed and partially completed work after termination for default, excusable default, ARC's right to reprocure, and other remedies. Such regulations are incorporated by reference as part of this Agreement. The rights and remedies of the ARC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **Article 22 Termination for Convenience.**

The ARC may, by written notice to the Grantee, terminate this Agreement in whole or in part for the convenience of the Commission, whenever the ARC determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties, and obligations of the parties, including compensation of the Grantee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

## **MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024, COMMISSION MEETING**

### **Article 23 Official Not to Benefit.**

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

### **Article 24 Covenant Against Contingent Fees.**

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **Article 25 Equal Opportunity.**

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities.

### **Article 26 Patent Rights.**

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

### **Article 27 Statement of Federal Funding.**

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this Agreement, Grantee agrees and warrants that it shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **Article 28 Lobbying.**

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

### **Article 29 Copyrights.**

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contact funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

**MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 4, 2024,  
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**Article 30 Buy America.**

**General.** None of the ARC funds provided under this grant award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives) are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

**Definitions.** The definitions provided in the ARC website related to the Buy America are hereby incorporated by reference. The ARC Buy America website is available at <http://www.arc.gov/BuyAmericaGuidelines>.

**Exclusions.** This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Waivers.** A waiver on the application of the domestic content procurement preference (Buy America) may be available to the ARC grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the ARC Buy America website, available at <http://www.arc.gov/BuyAmericaGuidelines>.

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

**MOTION** was made by LaDon Townsend and seconded by Derrick Gatlin to approve the following budget revision:

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Department	Account Number	Title of Line Item	Amount
Maintenance	001-51200-549	Other Misc. Equipment	+ \$12,000.00
	001-35910	Communication Equipment	- \$12,000.00

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

**MOTION** was made by Daryl Sammet and seconded by Danny Barksdale to approve the award of financing to Bryant Bank for the following items at the listed interest quote:

Item	Lending Institution	Interest Quote
Ten (10) 2025 Kenworth T880 Dump Trucks & Two (2) 2025 Kenworth Low-Boys	Bryant Bank	4.29% One payment payable in fifteen months.
One (1) 2025 Kenworth T480 Truck (Solid Waste/Garbage Truck)	Bryant Bank	4.79% One payment annually for three years, amortized, with one balloon payment in the amount of the guaranteed trade-in value.

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

**MOTION** was made by LaDon Townsend and seconded by Derrick Gatlin to approve to the following:

1. Approve to hire Macy Anna Phillips as a Communications Officer, effective March 4, 2024, pending a drug screening.
2. Approve to hire Vadim Shushanyants as a Patrol Deputy, effective March 4, 2024, pending a drug screening.
3. Approve to transfer Robert Morse from a Deputy Sheriff to a Sheriff Sergeant (Patrol), effective March 4, 2024.
4. Approve to transfer Cathy Robertson from part-time Van Driver to full-time Van Driver, effective March 4, 2024.

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

**MOTION** was made by Derrick Gatlin and seconded by LaDon Townsend to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Debra Davis	Administrative Manager – Sheriff	3/4/2024
Sydnae Townsend	Deputy Sheriff – SRO	3/5/2024
Daniel Craig	Patrol Captain	3/4/2024
Hope Allison Kauppila	Communications Officer	3/4/2024 <small>(anniver. date 3/1/2024)</small>
Cary Moore	Patrol Sergeant	3/8/2024
Justin Flanagan	Chief Deputy Sheriff	3/17/2024
Levi Jarrod Williams	Deputy Sheriff	3/4/2024 <small>(anniver. date 3/1/2024)</small>
Heath Norwood	Corrections Officer	3/4/2024 <small>(anniver. date 3/2/2024)</small>
Tami Jean Teaven	Corrections Officer	3/7/2024
Jonathan Kyle Swart	Corporal – Jail	3/7/2024
Samuel David Beckham	Corporal – Jail	3/7/2024
James Williamson	PT Litter Patrol Driver	3/15/2024
Spencer Wimborough	Equipment Operator III	3/8/2024
Robert Allen Aldridge	Superintendent of Facilities & Maintenance	3/17/2024
Nicole Anderson	License Clerk	3/4/2024 <small>(anniver. date 3/3/2024)</small>
Michelle Holden	License Clerk	3/6/2024

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

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

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Name	S/D Type	Approval Type	Lots	District	Location
Cairo Branch Subdivision	Minor	Preliminary & Final	4	4	Approximately 250' southeast of Tom Rd & Cairo Hollow Rd intersection
Charleston Phase 2	Major	Final	170	2	South side of Capshaw Rd across from Menefee Rd

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

**MOTION** was made by Derrick Gatlin and seconded by Danny Barksdale to approve to sell the following on GovDeals:

Department	Item	Inventory #	Serial #
Commission	2003 Chevy Tahoe	9323000	n/a
District 3	18ft 15k lbs Equipment Trailer	n/a	5MTPF18247
	Craft Flat Bottom Boat and Trailer	n/a	AL-0002 LD
	1967 ¾ ton Trailer	n/a	06-506-67
	1988 Caterpillar D7G Dozer	n/a	3ZD330
	1996 Caterpillar D7F Dozer	n/a	61G344R

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

Commissioner Sammet announced that the Hospice Chili Challenge will be this weekend, and he reminded citizens to get out and vote.

Commissioner Barksdale expressed his appreciation to the political candidates for not placing campaign signs in rights-of-ways on county roads.

Commissioner Gatlin addressed road issues and asked that citizens please be patient while roads are being repaired.

Commissioner Townsend asked Engineer Massey if a meeting could be set up with the district foreman's and get a plan in place for repairing roads. He further reminded all citizens about voting. In closing Commissioner Townsend, stated that if the Commission is going to continue with starting its own animal shelter, then they need to get things in place quickly.



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Chairman Daly reminded citizens about the Hospice Chili Challenge and voting and thanked everyone for coming to the meeting today.

Adjourned at 10:16 a.m. until 9:00 a.m. on Monday, March 18, 2024, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.