

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

The Limestone County Commission met in a regular meeting today, at 10:01 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. Collin Daly, Chairman 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 August 16, 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:

8/16/2024	0080163 – 0080215	\$ 484,761.92
8/23/2024	0080216 – 0080265	\$ 865,709.62
8/30/2024	0080266 - 0080345	\$ 2,445,565.61
	TOTAL	\$ 3,796,037.15

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 Daryl Sammet and seconded by Derrick Gatlin to approve a Resolution adopting February 21-23, 2025, as 2025 Severe Weather Preparedness Tax Holiday.

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

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

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

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

WHEREAS, the Limestone County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256, beginning at 12:01 a.m. on Friday, February 21, 2025, and ends at 12:00 a.m. on Sunday, February 23, 2025; and

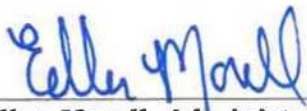
WHEREAS, *Code of Alabama 1975, § 11-51-210(e)* requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2025 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975, § 11-51-210(e)*;

WHEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 21, 2025, and ending at 12:00 a.m. on Sunday, February 23, 2025.

BE IT FURTHER RESOLVED that a copy of this Resolution be spread upon the minutes of the 3rd day of September 2024 meeting of the Limestone County Commission and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e)*.

IN WITNESS WHEREOF, the Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 3rd day of September 2024.

Attest: 
Ellen Morell, Administrator


Collin Daly, Chairman

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

MOTION was made by Danny Barksdale and seconded by Daryl Sammet to approve a Resolution approving the renewal/modification of the Limestone County Solid Waste Management Plan.

RESOLUTION NO. 1036-24

**A RESOLUTION APPROVING THE RENEWAL/MODIFICATION OF THE
LIMESTONE COUNTY SOLID WASTE MANAGEMENT PLAN**

WHEREAS, the City of Athens and Limestone County are required by law to adopt a solid waste management plan, and to periodically renew and update that plan;

WHEREAS, the Solid Waste Disposal Authority of Athens and Limestone County (“Authority”) has recommended that the City of Athens and Limestone County adopt the renewed/modified *Limestone County Solid Waste Management Plan* (the

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

“Plan”) attached hereto as Exhibit A:

WHEREAS, the Limestone County Commission held a public hearing concerning the Plan at its meeting on August 5, 2024, and there has also been advertisement and a public comment period as required by § 22-27-47 of the *Code of Alabama* and

WHEREAS, the Limestone County Commission finds and determines that the Plan is appropriate and desires to approve it.

THEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION OF LIMESTONE COUNTY, ATHENS, ALABAMA on September 3 2024, that pursuant to § 22-27-47 of the *Code of Alabama*, the Limestone County Commission does hereby approve the Plan attached hereto as Exhibit A, and, upon the Limestone County Commission’s approval of the Plan, the Mayor (or his designee) is authorized to submit the Plan to the Alabama Department of Environmental Management as required by § 22-27-47(i) of the *Code of Alabama*.

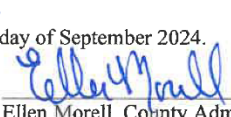
ADOPTED this the 3rd day of September 2024.

CERTIFICATION OF COUNTY ADMINISTRATOR

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, Ellen Morell, County Administrator of Limestone County Commission, Limestone County, Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the Limestone County Commission, Limestone County, Athens, Alabama, on the 3rd day of September 2024.

Witness my hand and seal of office this 3rd day of September 2024.



Ellen Morell, County Administrator

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

MOTION was made by LaDon Townsend and seconded by Derrick Gatlin to approve the awarding of the Department of Homeland Security grant for a Safeboat 27’ Center

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

Console Patrol Boat for the Sheriff's Department. The Federal share of the grant will be \$336,674.00 and the County share will be \$112,225.00.

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 a contract with TARCOG for the Council on Aging Program beginning October 1, 2024, through September 30, 2025. The total compensation and reimbursement will not exceed the sum of \$129,530.00.

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING

This Contract effective this 1st day of October 2024, by and between the Top of Alabama Regional Council of Governments, Area Agency on Aging hereinafter, referred to as "TARCOG," and the Limestone County Commission, hereinafter referred to as "Contractor."

WHEREAS, TARCOG has been awarded a grant from the Alabama Department of Senior Services, hereinafter referred to as the "Department," under authority of Public Law 93-29, 87 State. 36-45, and subject to pertinent regulations and policies applicable to implementation of Area Plans under Title III of the Older Americans Act; and

WHEREAS, pursuant to said grant TARCOG is undertaking certain activities within the counties of DeKalb, Jackson, Limestone, Madison, and Marshall; and

WHEREAS, pursuant to said grant TARCOG desires to engage the Contractor to render certain technical assistance in such undertaking.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

1. **Contractor Agrees.** The Contractor shall, in a satisfactory and proper manner as determined by TARCOG, perform the services described in Exhibit No. 1, Scope of Services, attached hereto and made a part of this Contract.
2. **Definitions.** As used in this Contract:
 - a. "Contractor" means the entity, public or private, which has the responsibility for administering an Area Plan component or activity.
 - b. "Area Plan" means the Area Plan for Aging for the Top of Alabama Regional Council
3. **Initiation of Services.** The services of the Contractor shall commence on October 1, 2024, and

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

shall continue until September 30, 2025, or less time if funds for this Contract are exhausted.

4. **Modifications.** This Contract may be modified by mutual amendment duly executed by authorized officials of the Contractor and TARCOG. TARCOG will not know the exact amount of funds it will receive from the Department until after January 1, 2025. It is agreed that TARCOG may unilaterally amend the terms of this Contract if the funds received from the Department are less than the amount of funds received from the Department during the previous fiscal year.

5. **Request for Funds.** A monthly budget for anticipated expenditures will be prepared by the Contractor and submitted to TARCOG. Such requisitions for payment will be accompanied by a cumulative report of expenditures for the contract period and a statement of unexpended funds on hand. Reports on expenditures will include amounts of non-federal matching funds expended.

6. **Payment of Funds.**

a. Subject to receipt of funds from the Department, TARCOG shall advance funds on a monthly basis to the Contractor to be used for the purpose of the contract. Requests for funds are to reach TARCOG not later than the 10th of the month preceding the month for which funds are to be expended. Upon review of the reasonableness of anticipated expenditures, TARCOG will advance funds in the amount of anticipated expenditures less the amount of unexpended funds on hand or will request that funds be forwarded by the Department. Unexpended funds will automatically revert to TARCOG at the end of the contract period.

b. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$129,530.00 for all of the services rendered.

7. **Record Maintenance. Accessibility and Retention.**

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

- a. *Maintenance.* The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by TARCOG and the Department to assure a proper accounting for all project funds, including both federal and non-federal matching funds expended.
 - b. *Accessibility.* At any time during normal business hours and as often as TARCOG may deem necessary, there shall be made available to TARCOG for examination all of the Contractor's records with respect to all matters covered by this Contract. Contractor will permit TARCOG or its designated representative to audit, examine, and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract. The Contractor is subject to applicable federal regulations covering audit of federal funds.
 - c. *Retention.* These records shall be retained for four years from the date of submission of the final Expenditure Report under this contract or until final resolution of any audit findings, whichever is later.
8. **Confidentiality.** Each recipient of an award must assure that no personal information obtained from an individual in conjunction with the project will be disclosed in a form in which it is identified with him, without written consent of the individual(s) concerned. All project records must be maintained in such a manner that confidentiality will not be violated. The Contractor will comply with any and all privacy regulations outlined in the Health Insurance Portability and Accountability Act (HIPAA) in order to safeguard the protected health information of clients. HIPAA training is required annually and provided through TARCOG.
9. **Fidelity Bonding: Requirement.** Prior to the disbursement of funds to the Contractor, TARCOG shall receive a statement from the Contractor's chief fiscal officer assuring that all

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

persons handling funds received or disbursed under this Contract are covered by fidelity insurance in an amount consistent with sound fiscal practice.

10. **Shift of Funds.** Funds may be shifted between budget categories only with prior written approval of TARCOG.
11. **Non-Expendable Property.** A property inventory, including source of funds for acquisition, cost acquisition, description, model and serial number, and condition, will be maintained on all non-expendable items of equipment acquired for the project, provided however, that no accounting shall be required for items with an acquisition cost of under \$500 per unit. Upon termination of the project, an inventory report will be submitted to TARCOG for a determination by the Department as to the disposition of the equipment items. At the discretion of the Department, equipment accountability may be satisfied by refunding to the Department an amount equivalent to the fair market value of the equipment, returning the equipment to the Department, using the equipment on other aging projects, declaring equipment surplus, or transferring the equipment to another federal grantee. The Contractor will be responsible for reporting the loss, damage, or destruction of any equipment item and for replacing or repairing such equipment items.
12. **Grant-Related Income.** The Contractor is accountable for the federal share of any income derived from activities conducted under the auspices of the Contract. With the approval of TARCOG, accountability may be satisfied by reducing the level of expenditures from grant funds by an amount equal to the federal share of grant-related income, treating the funds as a partial payment to the award of a successive budget period, or payment to TARCOG for refund to the Department.
13. **Evaluation.** The Contractor agrees that TARCOG may carry out monitoring and evaluation

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

activities as determined necessary.

14. **Subcontracts.** None of the work or services covered by this Contract will be subcontracted without prior written approval by TARCOG and the Department.
15. **Civil Rights.** The Contractor will complete the Assurance of Compliance with Title VI of the Civil Rights Act of 1964 (Form HHS-690) incorporated into this contract as Exhibit No. 2. By signing the Assurance of Compliance, the Contractor will assure that the project makes no distinction on the grounds of race, color, age, sex, national origin, or physical or mental handicap in providing to individuals any services, financial aid, or other benefits financed in whole or in part with funds provided through the terms of this Contract.

Specifically, the Contractor must:

- a. ensure that all services or benefits under this Contract are provided on a non-discriminatory basis;
- b. make available, without distinction on the ground of race, color, age, sex, national origin, or physical or mental handicap the use of any facility, e.g., any room, office, equipment, waiting rooms, restrooms, restaurant, recreational facilities, or concessions;
- c. afford opportunities for participation on a non-discriminatory basis in the project such as conferences, observers, consultants, advisors, members of review committee, or as volunteers;
- d. inform effectively all beneficiaries, participants, and other interested persons about the provisions of Title VI and the Regulations. Specific methods by which beneficiaries are to be informed of this policy should include public statements, press, radio, meetings, letters, brochures, posted notices, and meetings with community groups;

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

- e. train or orient staff members regarding non-discriminatory policies and requirements for implementing Title VI of the Civil Rights Act; and
 - f. inform all beneficiaries of their right to file complaints with the Department and the Administration on Aging.
16. **Americans With Disabilities Act.** The Contractor will comply with all provisions of the Americans with Disabilities Act (ADA). The Contractor assures that individuals with disabilities who are otherwise qualified will not be discriminated against in any areas of employment. The Contractor further assures that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities provided under this Contract, nor be subjected to discrimination.
17. **Equal Employment Opportunities.** The Contractor will comply with the provisions of the law as legislated in Title VII of the Civil Rights Act, Section 504 of the Rehabilitation Act, Age Discrimination in Employment Act, Vietnam Era Veterans Readjustment Act, and any other laws and regulations issued concerning discrimination in employment.
18. **Debarment. Suspension.** Lobbying and Drug-free Workplace. The Contractor will sign and return Exhibit No. 3, *Certification Regarding Debarment, Suspension and Other Responsibility Matters; Drug-free Workplace Requirements and Lobbying*, of this contract stating that the Contractor will comply with all applicable certifications contained herein.
19. **Termination of Contract.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Department under which this Contract is made is terminated by the Department, TARCOG shall thereupon

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of TARCOG, become the property of TARCOG, and the Contractor shall be entitled to compensation for any reimbursable expenses incurred in satisfactory performance of this Contract.

20. **Independent Contractor.** The Contractor shall function solely as an independent contractor for all purposes under this Contract, and neither the Contractor nor any personnel of the Contractor providing services hereunder shall be considered an employee or agent of TARCOG.
21. **Liability for Negligence.** The parties, recognizing the erosion of the doctrine of governmental and charitable immunity in some instances, agree that any judgment entered against either party hereto will be the sole responsibility of such judgment debtor, and further, that defense of legal actions brought against either or both of the parties hereto, shall be their individual responsibility.
22. **Interest of Members of the Contractors and Others.** No officer, member or employee of the Contractor and no public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
23. **Insurance.** The Contractor shall maintain adequate liability insurance and establish

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

appropriate safety precautions during the term of this contract.

24. A Contractor shall immediately notify the county's Department of Human Resources once the Contractor has reasonable cause to believe a Consumer is the victim of elder abuse, neglect, or exploitation.
25. **Grievance Procedures.** As required by the Older Americans Act, TARCOG has established a grievance procedure for older individuals and persons with disabilities who are dissatisfied with or denied services funded through this contract. In order to assist in this procedure, TARCOG funded organizations are required to adopt a grievance procedure which allows for appeal to the organizations' Board of Directors or equivalent body to hear, on an impartial basis, the nature of the complaint and to respond accordingly. A written determination shall be given to the complainant together with information stating that if the individual remains dissatisfied, they may take their complaint to TARCOG. A copy of the Contractor's grievance procedure and the method by which it will be made known to individuals seeking or currently receiving services shall be placed on file at TARCOG.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

26. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The contracting party will be required to demonstrate proof of enrollment in E-Verify by attaching a copy of their E-Verify MOU to the contract.

IN WITNESS WHEREOF, TARCOG and the Contractor have executed this Contract as of the date first above written.

Top of Alabama Regional
Council of Governments
BY:


Connie Spears, President
TARCOG Board of Directors

WITNESS:

Michelle G. Jordan
Executive Director, TARCOG

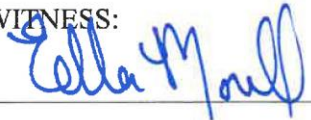
Limestone County Commission

BY:



Collin Daly, Chairman

WITNESS:



SCOPE OF SERVICES

A. Administration and Staff

A. The Contractor will administer a program for aging to be implemented in Limestone County that will serve as a comprehensive and coordinated system of services for the elderly.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

- B. The Contractor will provide this program with adequate facilities, equipment and supplies.
- C. The Contractor, with the approval of TARCOG, will be responsible for the hiring and supervision of adequate staff consistent with standards set by TARCOG including the designation of a particular person to serve as the Director for the Title III program and be responsible to TARCOG for the services to be rendered under this contract. General program guidance and supervision will be provided by TARCOG staff. The director will cooperate and coordinate with TARCOG staff in identifying service gaps and in planning and implementing programs.
- D. The Contractor will require the County Council on Aging to provide representation on the TARCOG Advisory Council for this program and will seek its recommendations on major issues involving the welfare of the elderly and the delivery of services.
- E. The Contractor will conduct a public hearing and/or needs assessment to give the general public an opportunity to express their concerns about existing and needed Aging programs.
- F. The Contractor will maintain a working relationship with all service providers possible to affect a coordinated and comprehensive service delivery system to the elderly.
- G. The Contractor will adhere to all service definitions and eligibility criteria as established by the Department and provided to the Contractor by TARCOG, as well as any successive updates to these definitions for Nutrition Services, Transportation Services and Supportive Services.
- H. The Contractor will give priority for services under this contract to those with the greatest social and economic need. According to the Older Americans Act which

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

provides governance for all Title III Aging Programs:

- i. Social needs are those associated with non-economic factors such as physical and mental disabilities, language barriers and cultural or racial isolation (minorities), which restrict an individual's ability to perform normal tasks or threaten one's capacity to live independently.
 - ii. "Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Office of Management and Budget.
 - iii. Requirements of this Contract will give priority to the delivery of services to older individuals of whom at least 20% should be low-income older persons. At least 2.8% of the total served should be minority older persons; of these, at least 30% of these should be low-income minority older persons. Priority will also be given to those older individuals with Alzheimer's Disease or related disorders, and to those with limited English-speaking abilities.
 - iv. The Contractor agrees to provide TARCOG with a Target Plan for meeting the service needs of rural, minority, low-income, and low-income minority older individuals in its service area, and that the plan will be provided no later than September 1, 2025, in preparation for the coming fiscal year (FY 2026).
- I. The Contractor will require the staff to participate in training sessions and other meetings sponsored by TARCOG and the Department.
 - J. The Contractor will submit monthly reports as required by TARCOG. These reports will be due by the eighth day of the month following the report period.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

- K. The Contractor will maintain such financial and other records as are necessary to meet federal, state and local requirements; will perform all necessary bookkeeping; will submit, by the tenth of each month, a copy of the monthly financial report itemizing expenditures, receipts, and balance to TARCOG; will make all accounts available for audit upon notification of TARCOG.
- L. The Contractor will maintain an individual record for each participant on the Title III State of Alabama Department of Senior Services Older Americans Act Services Client Enrollment Form as prepared by the Department.
- i. New clients must complete this form when they request services; existing clients must update this form each year, no more than 12 months since the most recent form on record.
 - ii. This form is required of all Title III clients if they receive any of the following services during the year: Congregate Meals, Home Delivered Meals, Transportation, Nutrition Counseling, Adult Day Care/Health, Personal Care, Homemaker, Chore, Case Management, or Disease Prevention & Health Promotion.
- M. The Contractor will provide program personnel with copies of its official administrative and/or personnel policies, will keep on file resumes from current program employees, and will keep on file current job descriptions for all positions.
- N. Any major public notices and publicity given to this program must acknowledge TARCOG and shall state that the program is made possible by a grant from the Alabama Department of Senior Services through the TARCOG Area Agency on Aging. No material produced with funds under this contract shall be subject to copyright.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

O. The Contractor and/or director will also coordinate with all TARCOG-sponsored Aging programs, such as Ombudsman, Senior Aides, Medicaid Waiver, Alabama Cares, Insurance Counseling Assistance, SenioRx, Farmers' Market, SNAP and Legal Services.

P. The Contractor and/or director will assist TARCOG in soliciting local funds to be used as matching funds. At least one county-wide fund-raising activity will be coordinated in order to bring in support funds for Aging services.

Q. The director of the Title III program will serve on a minimum of two advisory boards that affect the elderly in his/her county.

R. The Contractor will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 regulations, making facilities and contracted services accessible to individuals with disabilities.

S. The Contractor and/or director will submit a proposal to TARCOG for meeting the prioritized needs established in the county for the upcoming fiscal year.

T. The Contractor will provide staff, including all Elderly Nutrition Center Managers, with a copy of TARCOG's Disaster Readiness Plan and any other information necessary to define their responsibilities during an emergency, i.e., fire, illness, inclement weather, etc. The contractor will ensure that all staff are trained on and can implement these procedures.

II. **Transportation**

The Contractor will coordinate transportation programs for the elderly, making provision for transportation to be accessible for handicapped persons. Emphasis will be placed on serving people sixty and over who have the greatest social and economic need. Efforts will be made to consolidate and coordinate transportation with agencies and/or local govern-

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

ments in order to assure a comprehensive service delivery system. Through this program the contractor will coordinate the provision of a minimum of 14,000 one-way trips.

III. Community-Based Care

The Contractor will coordinate community-based care for homebound elderly. This care will be provided according to need.

- A. The predominate services provided will be home-delivered meals, homemaker, personal care, and chore service. Additional services include referral and visiting.
- B. A comprehensive assessment form and follow-up/evaluation form will be utilized.
- C. Emphasis will be placed on serving the frail elderly (sixty or over) who by reason of illness, disability or isolation, are at risk of institutionalization.
- D. The Contractor will provide a minimum of 62,000 units of community-based care, with no less than 60,000 meals to homebound participants.

IV. Home Delivered Meals Program

A. Service Delivery

- i. The Contractor must follow all Department guidelines for delivery of this service according to the *Alabama Elderly Nutrition Program Guide to Meal Services, October 2023*, including any successive versions and amendments.
- ii. The Contractor must provide meals for all home delivered meals participants Monday through Friday each week except on the Department's official closure days. For this contract period, there are 242 serving days. See EXHIBIT 1.1 for the official closure days for fiscal year 2025.
- iii. Recruit, train, and supervise an active volunteer force for the home-delivered meals program.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

B. Eligibility.

- i. Those 60 years of age or older;
- ii. Caregiver spouses under age 60 residing with and eligible spouse 60 or over;
- iii. Person with a disability of any age residing with an eligible client 60 or over;
- iv. Person with a disability at senior centers located in housing facilities primarily occupied by older individuals; can serve individuals with disabilities under age 60;
- v. Volunteers of any age assisting at meal time; and
- vi. All eligible persons, with the exception of the caregiver spouse and volunteer, must have at least one ADL/IADL impairment and must be considered homebound according to the minimum homebound criteria established by TARCOG, EXHIBIT 1.2.
- vii. Persons requesting home-delivered meals must be visited by the Contractor to assess the need at least once annually, the first visit occurring prior to service initiation.
- viii. Applicants should be reviewed by at least two Council on Aging staff to ensure that those with the greatest social and economic need are being served. Each recipient shall be re-evaluated annually.

V. Congregate Meals Program

A. Service Delivery.

In order to meet minimum standards, the Contractor shall perform and carry out in a satisfactory and proper manner as determined by TARCOG, the following services to maintain the congregate nutrition programs for the elderly:

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

- i. The Contractor must follow all Department guidelines for delivery of this service according to the *Alabama Elderly Nutrition Program Guide to Meal Services, October 2023*, including any successive versions and amendments.
- ii. The Contractor¹ must provide an annual total of 20,000 meals for all congregate meals participants Monday through Friday of each week and must ensure that all Elderly Nutrition Centers are open on the 242 serving days designated by the Department. Centers may only be closed on the Department's official closure days and up to five additional regional closure days as determined and approved by TARCOG. See EXHIBIT 1.1 for the Department's official closure days for fiscal year 2025.

B. Contributions.

- i. Follow all guidelines and procedures for collection of confidential participant contributions according to the *Alabama Elderly Nutrition Program Guide to Meal Services, October 2023*, including any successive versions and amendments.
- ii. The Contractor shall utilize a locked box for contributions.
- iii. Monies collected from participants for both congregate and home-delivered meals will be deposited weekly in a savings account to be used to increase or maintain the nutrition program in the TARCOG area.
- iv. Contribution records are to be kept with separate amounts for congregate and home-delivered meals.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

C. Center Operation.

- i. Operate centers located near concentrations of elderly with greatest social and economic need.
- ii. Provide centers that are clean, pleasant, have access to kitchen and restrooms and meet all requirements as set by local health and building codes.
- iii. The Contractor will be responsible for any necessary supplies.
- iv. Center Councils: Center councils are encouraged at each center and at least one per county is required. More than one-half of the council membership should consist of participants. Other members of the council shall include persons representing public or private agencies related to aging, or local government officials.

Center Staff and Training.

- i. In selecting staff, preference should be given to participants and retired persons if job qualifications are the same. Selections will be made with the approval of TARCOG.
- ii. Provide a center manager to work a minimum of four hours daily at each center.
- iii. Arrange for an adequate number of paid and volunteer staff necessary to carry out the nutrition and supportive services, including clean-up after serving meals.
- iv. Recruit, train, and supervise an active volunteer force for the congregate meals program.

E. Provision of Supportive Services.

- i. Provide outreach activities that will ensure maximum utility of meals and

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

- supportive services.
- ii. Provide round-trip transportation for participants who cannot provide their own transportation.
 - iii. Provide daily assistance with information and/or referral to services not available on-site.
 - iv. Provide nutrition education, including meal planning, budgeting, etc., a minimum of once a month using professionally prepared and approved materials.
 - v. Provide public education a minimum of once a month.
 - vi. Provide shopping trips as often as transportation is available.
 - vii. Provide on-going social and recreational activities to be available at all times during program hours except when meals are being served.
 - viii. Provide opportunity to center participants for service access with community agencies and organizations (i.e., Veterans Affairs, Vocational Rehabilitation, Mental Health Center, Community Action Agencies, Social Security, Departments of Human Resources, etc.).

F. Eligibility

- i. Those 60 years of age or older;
- ii. Spouses under age 60 residing and attending with and eligible spouse 60 or over;
- iii. Person with a disability of any age residing and attending with an eligible client 60 or over;
- iv. Person with a disability at senior centers located in housing facilities primarily

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

occupied by older individuals; can serve individuals with disabilities under age 60;

- v. Volunteers of any age assisting during meal center service hours.

VI. Information Assistance & Referral

A **minimum** of 50,000 units of information assistance and referral will be provided to seniors. Council on Aging staff shall use the TARCOG Client Intake Form EXHIBIT 4 to refer clients to TARCOG. Forms will be scanned /emailed to [ADRC\(a tarco g.us\)](mailto:ADRC@tarco.g.us) .

VII. Health Promotion Non -Evidence Based

The Contractor will provide socialization and recreation opportunities to older persons to alleviate loneliness and isolation. During the year, FY 2025 90,000 units of recreation service will be provided.

VIII. Evidence-Based Health Promotion and Disease Prevention

A. At least one health fair will be conducted.

B. Using Title III-D funds and criteria established by the Administration on Aging, at least 500 units of disease prevention and health promotion services will be provided.

These units of service will include only evidence based, preapproved Tier 3 programs taught by certified instructors.

IX. Outreach

The Contractor will conduct and coordinate targeted outreach activities on an on-going monthly basis to ensure participation of eligible older persons. Outreach is an action by a provider reaching out one-on-one to populations who might not otherwise have access to their services. A key component of outreach is that the groups providing it are not stationary, but mobile; in other words they are meeting those in need of outreach services

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

at the locations where those in need are. Through this program, outreach will be provided to at least 900 persons. Efforts will be made to target services to those with greatest social need, low-income, rural, frail and minority older persons as well as those with Alzheimer's disease or related disorders and those with limited English proficiency. The Contractor will report their monthly outreach activities in their monthly report.

X. Other Services

A. The Contractor and TARCOG will jointly plan and implement other services and new programs as the need arises. These shall include the promotion of the Supplemental Nutrition Assistance Program (SNAP), support of Masters Games of Alabama, seminars in specific areas of interest to seniors, assistance with the recruitment of volunteers, and any others as appropriate.

B. Contractor will conduct at least one event to commemorate May as Older Americans Month.

XI. Contributions

The Contractor must provide a free and voluntary opportunity for participants to contribute to the cost of all services, although no one will be denied services if they do not contribute. The contractor will inform participants of donation procedures and give opportunities for participants to make anonymous and confidential donations. All contributions will be utilized to expand the service for which the contribution was made. Contributions for Title III-B services will be spent by the Contractor in the year in which they are received. The receipt and expenditure of these contributions will be reported on the monthly financial report submitted to TARCOG.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

XII. Coordination and Public Awareness

The Contractor will provide for public awareness and referral services throughout the year by:

- A. Ensuring that community focal points for the provision of services specified in this contract are easily identifiable to seniors. This may include signs identifying nutrition and senior centers, listings in telephone directories, and advertising through local media and other methods;
- B. Maintaining and updating "existing services catalogue" of services available to the elderly and distributing information to all key agencies serving the elderly;
- C. Publicizing in the news media and by other methods matters pertaining to the elderly;
and
- D. Providing advocacy efforts in order to communicate information about services, options, and programs to seniors. Information about seniors' needs should be communicated to all elected officials, Silver-Haired Legislators and other community decision-makers.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

**EXHIBIT 1.1
SERVING DAYS FOR FISCAL YEAR 2025**

OCTOBER

Serving Days: 22
Theme Day: None
Holidays: Oct 14 Columbus Day

APRIL

Serving Days: 20
Theme Day: Apr 17
Holidays: Apr 18 Good Friday
Apr 28 Conf Mem Day

NOVEMBER

Serving Days: 18
Theme Day: Nov 27
Holidays: Nov 11 Veteran's Day
Nov 28-29 Thanksgiving

MAY

Serving Days: 21
Theme Day: May 23
Holidays: May 26 Memorial Day

DECEMBER

Serving Days: 17
Theme Day: Dec 20
Holidays: Dec 25-31 Christmas

JUNE

Serving Days: 19
Theme Day: None
Holidays: June 2 Jefferson Davis
June 19 Juneteenth

JANUARY

Serving Days: 21
Theme Day: None
Holidays: Jan 1 New Year Day
Jan 20 ML King Day

JULY

Serving Days: 22
Theme Day: July 3
Holiday: July 4 Independence Day

FEBRUARY

Serving Days: 19
Theme Day: None
Holidays: Feb 17 President's Day

AUGUST

Serving Days: 21
Theme Day: None
Holidays: None

MARCH

Serving Days: 21
Theme Day: None
Holidays: None

SEPTEMBER

Serving Days: 21
Theme Days: None
Holidays: Sept 1 Labor Day

TOTAL SERVING DAYS = 242

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

EXHIBIT 1.2

Home Delivered Meals Eligibility Criteria

When considering home delivered meals eligibility, a person must meet *all* of the following criteria *in addition to* the eligibility criteria established by the Alabama Department of Senior Services:

1. Is the person homebound?

The person must meet the definition of homebound as follows: the definition of homebound is normally unable to leave home without considerable difficulty and/or assistance. A person may leave home for medical treatment or short, infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.

AND

2. Can the person meet his/her basic nutritional needs?

The person must be unable to meet basic nutritional needs. That is, the person is unable to prepare/has difficulty preparing at least one nutritious meal daily because of:

- A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment, or
- Lack of knowledge or skills to select and prepare nourishing and well balanced meals, or
- Lack of means to obtain or prepare nourishing meals, or
- Lack of incentive to prepare and eat a meal alone.

AND

3. Does the person meet the vulnerability criteria?

A person is considered vulnerable if she/he is unable to perform one or more of the activities of daily living (ADL's) or instrumental activities of daily living (IADL's) listed below without assistance due to physical, cognitive, emotional, psychological or social impairment. (Note that the ADL/IADL is one of the ADSS minimum criteria for eligibility.)

- Activities of daily living are eating, dressing, bathing, toileting, transferring in and out of bed/chair, walking.
- Instrumental activities of daily living are preparing meals, shopping, medication management, managing money, using the telephone, doing housework, transportation;

AND

The person lacks an informal support system. That is, the person has no one living with him/her who is both willing and able to perform the service(s) needed, or the informal support system needs to be temporarily or permanently supplemented.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

**Exhibit 2
ASSURANCE OF COMPLIANCE**

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the applicant, its successors, transferees and assignees for the period during which such assistance is provided, if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

This person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance and commit the Applicant to the above provisions.

Dated: Sept 3, 2024

Limestone County Commission
310 W. Washington Street
Athens, AL 35611

By: 
Collins Dally, Chairman (Form HHS-690)

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024, COMMISSION MEETING

EXHIBIT 3, Page 1

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" and the "Governmentwide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when TARCOG determines to award the covered transaction, grant, or cooperative Contract.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110—

- A. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

2. DRUG-FREE WORKPLACE

REQUIREMENTS Alternate 1. Grantees
Other Than Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.510—

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, **distribution, dispensing**, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2) Establishing an ongoing drug-free awareness program to inform employees about —
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, TARCOG Area Agency on Aging, P.O. Box 1087., Huntsville, AL 35807. Notice shall include the identification number) of each affected grant;
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

specific grant:

Place of Performance: (Street address, city, county, state, ZIP Code.)

310 W. Washington Street Athens, Limestone County,
Alabama, 35611

Check ___ if there are workplaces on file that are not identified here.

Alternate II. Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.505 and 26.610 -

- A. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the Director, TARCOG Area Agency on Aging, P.O. Box 1087., Huntsville, AL 35807. When notice is made to such a central point, it shall include the identification numbers) of each affected grant.

3. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative Contract or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.10, the applicant certifies that to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

Submission of this statement is a prerequisite for making or entering into transaction imposed by section 1352, title 31, U.S. Code, to any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

Limestone County Commission

Aging Services

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT

Collin Daly, Chairman

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

Sept. 3, 2024

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

**Exhibit 4
TARCOG CLIENT INTAKE FORM**

County		Date		Time		Taken by		
Referred By:								
Is the person making the referral the:								
Client		Contact		Social Worker		Other		
Basic Client Information								
Last Name:			First Name:			Middle Initial:		
Date of Birth: m/d/y		Age:	Physical Address:				City:	
State:		Zip:	Mailing Address: (if different than physical address)				Gender:	
TIME	FLLW	Home Phone Number:		Cell/Alt. Phone Number:		Household Income:		
SNSTVE	UP					# in Household:		
Program requested:								
AESAP		Legal Meals(Prvt Pay)		Regular I&R/A		Senior Rx/Wellness		
AL Cares		MWS: E&D		SCSEP (Senior Employment)		Transportation		
Cong./ HB Meals				SHIP		Already on Medicare		
Contact information if caller is not client								
Last Name:			First Name:			DOB:		
Mailing Address:			City:		State:	Zip:		
Phone: (Home):		(Cell)		Relationship to client:				

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 a contract with TARCOG the County on Aging SenioRx Program beginning October 1, 2024, through September 30, 2025, in the amount of \$20,848.00.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING

This contract is effective this 1st day of October 2024, by and between the Top of Alabama Regional Council of Governments, Area Agency on Aging, hereinafter referred to as “TARCOG,” and the Limestone County Commission, hereinafter referred to as “Contractor.”

PURPOSE: The purpose of this contract is to award funds to the Commission in order to expand the existing medication assistance program for the elderly, to be known as the Alabama SenioRx Program. This program will enable eligible low-income senior citizens to have access to life-sustaining medications that they would otherwise struggle to afford and access to wellness information and practices.

TERM OF AGREEMENT: The Contract period begins October 1, 2024, and shall terminate no later than September 30, 2025, or any time prior if funds for this contract are no longer available or other conditions or circumstances should cause this contract to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of this contract, the contract shall terminate upon notice by TARCOG.

TARCOG AGREES TO DO THE FOLLOWING:

- A. Will provide \$20,848 to the Commission, subject to receipt of funds from the Alabama Department of Senior Services, to be used for staff time and other support, in order to expand the medication assistance program. The final amount of funds will be confirmed or modified after appropriation from ADSS.
- B. Will provide forms for service records and other reporting materials.
- C. Will coordinate the SenioRx Program in the region and provide specific training for the program to Commission staff as appropriate.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

THE COMMISSION AGREES TO DO THE FOLLOWING:

- A.** Will select and hire staff to expand the medication assistance program for low-income seniors in the County. A minimum of 210 people will be serviced in the County during the project period. At least 14 of the clients should be new clients.
- B.** Will select clients from those people who are over 55 years of age who meet the pharmaceutical companies' standard for financial eligibility for the program and disabled persons of any age who have been approved for Social Security disability but are in the 2-year waiting period for Medicare.
- C.** Will keep and submit accurate service and financial records for program activities and all clients served as required by TARCOG or the Alabama Department of Senior Services, using the AIMS data entry system. These records will be submitted to TARCOG by the 8th day following each month.
- D.** Will adopt and use the program name "SenioRx" for use in any publicity on the program.
- E.** Will work with TARCOG staff to develop a volunteer component for the County's SenioRx Program.
- F.** Will work to connect participating seniors with other services and benefits offered by the County's Aging program.
- G.** Will provide medication management information/assistance services related to the Alabama SenioRx Program to clients as needed and appropriate.
- H.** Will recognize the County Council on Aging as an Advisory Council for this program and will seek its recommendation on major issues involving the welfare of the elderly and the delivery of services. Will adopt HIPAA standards that will protect health information and ensure client confidentiality.

This Contract may be terminated by either party with thirty (30) days written notice.

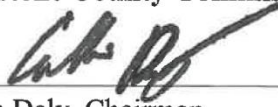
TARCOG

Connie Spears
Board President

Witness:

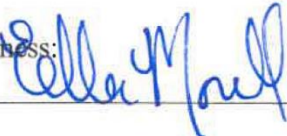
Michelle G. Jordan
Executive Director

Limestone County Commission



Collin Daly, Chairman

Witness:



**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

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 Danny Barksdale and seconded by Daryl Sammet to approve a lease agreement between the Limestone County Commission and John R. Hammons for property located at 521 Hwy 72 W.

STATE OF ALABAMA
COUNTY OF LIMESTONE

LEASE AGREEMENT

This Lease Agreement is made and entered into this 3rd day of September 2024, by and between the Limestone County Commission, the governing body of Limestone County, Alabama (hereinafter referred to as “Lessee”), which is a political subdivision of State of Alabama, and John R. Hammons (hereinafter referred to as “Lessor”).

WITNESSETH:

That for and in consideration of the rents, covenants and conditions herein contained to be kept, performed and observed by Lessee and Lessor, the Lessor hereby rents and leases to Lessee, and Lessee does hereby rent and accept from Lessor, for the term herein specified, the real property (which includes, but is not limited to, two offices and all fixtures and equipment located therein), which is located at 521 Hwy 72 W, Athens, Alabama 35611, which premises shall hereinafter be referred to collectively as “the Leased Premises”.

The parties acknowledge that the purpose of this lease is for the Lessee to obtain office space suitable for use as an Animal Pound with an office out of which to operate and provide animal pound services to Limestone County.

The Lessee has determined that a valid and important public purpose is served by the lease of the Leased Premises to Lessee.

For and in consideration of the terms, covenants, and conditions herein, it is agreed as follows, to wit:

1. This lease shall be for twelve (12) months commencing the 3rd day of September 2024. The Lessee shall have the option to extend this Lease Agreement for up to two additional terms of six (6) months each. Lessee may give Lessor notice of the extension of the lease in accordance with the terms of this Paragraph 1 at any time before the termination of this Lease Agreement. If Lessee extends this Lease Agreement, then Lessee shall be obligated to pay rents through the end of the extension period of the lease term.

2. The Lessee shall pay the Lessor rent in the amount of \$2,700.00 per month during the term of the Lease Agreement. Further, for and in consideration of the lease of the Leased Premises to Lessee by Lessor, the Lessee agrees (1) to maintain the Leased Premises in a reasonable condition, (2) to repair the roof of the largest building on the Leased Premises to a reasonable condition, and (3) to replace and maintain the HVAC units of the two office buildings on the Leased Premises, as necessary, during the term of the Lease Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

3. The Leased Premises shall be used by Lessee as an office space and operational facility for Lessee's Animal Pound.

4. Lessee shall be responsible and liable for any injury or damage done to the Leased Premises that has been caused by the Lessee, its employees, or any other person whom the Lessee permits to be in, on, or about the Leased Premises. The Lessee agrees to repair, cause to be repaired, or pay for any such damage or injury to the Leased Premises within a reasonable time upon being notified by the Lessor that the damage or injury to the Leased Premises has occurred and is an item of damage or injury covered under this Lease Agreement.

5. Lessee agrees to maintenance of the Leased Premises shall be the responsibility of the Lessee during the term of the Lease Agreement. The foregoing notwithstanding, Lessee shall not be responsible for any significant or catastrophic structural failure or whole or partial destruction of the Leased Premises not caused by Lessee during the term of the Lease Agreement.

6. Lessor shall own and retain title to all furniture, fixtures, and appliances located in the Leased Premises when Lessee occupies same.

7. Lessor shall not be liable for the damage, loss, or theft of Lessee property to the extent that such damage, loss, or theft of Lessee property is not the result of the Lessor or the Lessor's employees or agents.

8. Lessor shall not be liable for any damage to person or property sustained by the Lessee, its invitees, or other persons coming upon said premises for Lessee's purposes.

9. Lessee shall not use or permit the use of the premises for any purpose which will unreasonably increase fire hazards to the Leased Premises.

10. Lessee shall not allow or permit any unlawful business to be conducted in, on, or about the Leased Premises.

11. This Lease Agreement may not be assigned by Lessee and no part of the premises shall be sub-let by Lessee without the written consent of Lessor.

12. Lessee shall at the expiration of this Lease Agreement return the peaceable possession of the premises to the Lessor in at least as good of a condition as received, normal wear, tear, and aging excepted. All replaced HVAC units shall remain with Leased Premises.

13. In the event this Lease Agreement should expire without renewal and the Lessee continues thereafter in possession of said premises, it is agreed that the Lessee shall remain as a tenant-at-will on a month-to-month basis.

14. Lessor reserves the right to enter upon and inspect the Leased Premises at such reasonable times as Lessor may deem necessary.

15. Should Lessor sell the Leased Premises during the term of this Lease Agreement, then Lessor shall sell to any new owner subject to the new owners agreeing to abide by all of the terms of this Lease Agreement.

16. Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the rights to the Leased Premises demised herein. Lessor further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have,

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

hold, and enjoy the Leased Premises and all rights and privileges belonging in or otherwise pertaining thereto during the full term or any extensions thereof.

17. The Lessee agrees to indemnify and hold the Lessor, its agents, and the property of the Lessor, including the Leased Premises, free and harmless from any claims, liability, loss, damage or expense resulting from the Lessee's use of the Leased Premises, specifically including, without limitation, any claim, liability, loss or damage arising by reason of the injury to person or property, from whatever cause, while in or on the Leased Premises or in any way connected with the Leased Premises, including, but not limited to, any liability for injury to the person or personal property of the Lessee, and their agents or employees, or by reason of any work performed on the Leased Premises or materials furnished to the Leased Premises at the instance or request of the Lessee, his agents or employees.

18. This Lease Agreement shall be construed under and in accordance with the laws of the State of Alabama. The exclusive venue of any disputes arising out of or relating to this Lease Agreement shall be in the courts of Limestone County, Alabama.

IN WITNESS WHEREOF, the parties have hereunto affixed their seals and executed this Lease Agreement effective on the day and date first above written.

LESSEE:

LIMESTONE COUNTY COMMISSION

By: _____

Collin Daly
Its: Chairman

LESSOR:

JOHN R. HAMMONS

By: _____

John R. Hammons, DVM.

The Chairman asked if there was any discussion. Chairman Daly stated that this is a piece of property that the County is looking at to use to provide animal services. County Attorney Drew Dill added that the lease will be for one year with two 6 month options. Commissioner Sammet added that this issue has been going on for the last thirty years and every year it keeps building more costs. He said he is proud to be a part of starting the animal shelter. In closing, Commissioner Sammet said "Let's just work together and make this work". The Administrator called the roll. Danny Barksdale, aye; Daryl Sammet, aye; Derrick Gatlin, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Danny Barksdale to approve to hire Anna Grace Graham as a Building Service Worker.

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 LaDon Townsend to approve to transfer Taylor Dobson from a Real Property Appraiser to a Chief Appraiser Trainee.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

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 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
Jennifer Turner	Accounting/Court Clerk – Probate	9/4/2024
Roy Brooks	Sergeant – Jail	9/25/2024
Jonathan Russell	Deputy Sheriff – Work Release	9/15/2024
Chester Randolph	Corrections Officer	9/26/2024
Corey Crouch	Deputy Sheriff	9/28/2024
Johnna Ehlerdt	Officer Supervisor – License Commission	9/10/2024
Brooke Rollins	Network Support Specialist I – I.T.	8/29/2024

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 Daryl Sammet and seconded by Danny Barksdale to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Chapel Landing Phase 1	Minor	Preliminary & Final	9	2	West side of Newby Chapel Rd @ the intersection of Glover Rd
Lauderdale Farms	Minor	Preliminary & Final	2	1	West side of Holt Rd just north of the intersection with Black Rd
Gayles West Phase 1	Major	Preliminary	57	1	North side of Drawbaugh Rd & south side of Bain Rd

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.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

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

Department	Item	Inventory #	Serial #
District 3	Gasoline Discharge Pump (3) 24 Volt Jump Generators	n/a n/a	VIN # - 37666-560 n/a

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 Danny Barksdale and seconded by Derrick Gatlin to approve to transfer the following inventory:

Transfer from	Transfer to	Item	Inventory or Serial #
Council on Aging	Commission	2011 Dodge Nitro	0994

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.

MOTION was made by Derrick Gatlin and seconded by LaDon Townsend to approve the new Safety Committee List.

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024, COMMISSION MEETING

Limestone County Commission appoints the following employees to administer a comprehensive safety program that is essential to the welfare of each employee as well as that of the citizens of Limestone County:

Safety Coordinator: Eddie Gilbert

Deputy Safety Coordinator: Daphne Ellison

Safety Committee to consist of the following or their designee

1. Foreman from each district
2. County Engineer
3. Maintenance Supervisor
4. Council on Aging Director
5. Representative from EMA
6. Community Corrections Director
7. Law Enforcement - Chief Deputy and Patrol Captain
8. Corrections - Corrections Captain & Operations Lieutenant
9. Human Resource Coordinator

Approved: March 28, 2012

Amended: July 6, 2015

Amended: August 2, 2021

Amended: September 1, 2022

Limestone County: August 28, 2024

Safety Coordinator:	Eddie Gilbert	eddie.gilbert@limestonecounty-al.gov	256-216-5062
Deputy Safety Coord:	Daphne Ellison	daphne.ellison@limestonecounty-al.gov	256-216-5060

Safety Committee Members

Dennis Wallace, Foreman District 1	dennis.wallace@limestonecounty-al.gov	256-233-6420
Ben Pepper, Foreman District 2	ben.pepper@limestonecounty-al.gov	256-232-2964
Derrick Gatlin, District 3	derrick.gatlin@limestonecounty-al.gov	256-233-2085
Brian Townsend, Foreman District 4	brian.townsend@limestonecounty-al.gov	256-233-1721
Hunter Daws, Assistant Engineer	hunter.daws@limestonecounty-al.gov	256-216-1425
Marc Massey, County Engineer	marc.massey@limestonecounty-al.gov	256-216-3421
Heidi Stinnett, Council on Aging Director	heidi.stinnett@limestonecounty-al.gov	256-233-6412
Allen Aldridge, Supt County Buildings,	allen.aldridge@limestonecounty-al.gov	256-434-0943
Mandy Morgan, Community Corrections	mandy.morgan@limestonecounty-al.gov	256-216-3385
Hillary Riggins, Human Resource Coordinator	hillary.riggins@limestonecounty-al.gov	256-216-3418
Justin Flanagan, Chief Deputy	jflanagan@limestonesheriff.com	256-216-5002
Danny Craig, Patrol Captain	danny.craig@limestonesheriff.com	256-216-5004
Tammy Waddell, Corrections Captain	twaddell@limestonesheriff.com	256-216-5036
Mathew Hayes, Corrections Lieutenant	mhayes@limestonesheriff.com	256-216-5034
Angela Baldwin, Solid Waste Director	angela.baldwin@limestonecounty-al.gov	256-216-3402
Kerri Chalmers, Recycling	kerri.chalmers@limestonecounty-al.gov	256-233-6422

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.

Commissioner Sammet congratulated chairman Daly for been elected second vice president of the ACCA.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2024,
COMMISSION MEETING**

Commissioner Townsend stated that the County will hold funding from the Athens-Limestone Public Library. Commissioner Townsend also explained the misunderstanding surrounding the new animal shelter.

Chairman Daly thanked all county employees for their labor and all they do.

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