

MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 3, 2019

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

Tere Richardson, Athens Main Street, presented the Commission with the 2018 Award of Excellence for Public/Private Partnerships from Main Street Alabama. This award recognizes creative joint ventures between local organizations and public entities.

Present: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Steve Turner and seconded by Daryl Sammet to approve the minutes of August 16 & 28, 2019.

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

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

8/16/19	Check # 54246 – 54315	\$ 582,019.50
8/23/19	Check # 54316 – 54369	\$ 631,044.65
8/30/19	Check # 54370 – 54455	<u>\$1,192,227.73</u>
	TOTAL	\$2,405,291.88

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

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve an amendment to the project agreement for the Recreational Trails Program, to extend the end date to September 30, 2020.

STATE OF ALABAMA	RTP AGREEMENT NUMBER:	17-RT-54-09
DEPARTMENT OF ECONOMIC	AMENDMENT NUMBER:	2
AND COMMUNITY AFFAIRS	LIMESTONE COUNTY COMMISSION	

AMENDMENT TO PROJECT AGREEMENT

This amendment to project agreement number 17-RT-54-09 is hereby made and agreed upon by the State of Alabama acting through the Director of the Department of Economic and Community Affairs and the Limestone County Commission pursuant to the Recreational Trails Program Act of 1998.

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The State and project sponsor, in mutual consideration of the promises made herein and, in the agreement, of which this is an amendment, do promise that the above referenced agreement is amended as follows:

- 1. Extend the Period of Performance end date to September 30, 2020.
- 2. No other changes.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered below.

STATE OF ALABAMA

LIMESTONE

 Kenneth W. Boswell, Director
 Alabama Department of Economic
 and Community Affairs

 (Signature) (Date)

 Collin Daly
 (Printed Name)

This contract/grant has been reviewed for content,
 Legal form, and it complies with all applicable
 Laws, rules and regulations of the State of Alabama
 Governing these matters.

 Chairman
 (Title)

 Claudia Kennedy Smith, ADECA General Counsel

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

MOTION was made by Steve Turner and seconded by Jason Black to authorize the Chairman to execute the following TARCOG SenioRx Program FY20 contract, in the amount of \$20,848.00.

**TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING**

This contract is effective this 1st day of October, 2019, 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, 2019 and shall terminate no later than September 30, 2020 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.

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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.

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

Limestone County Commission

Mary Caudle
Board President

Collin Daly, Chairman

Witness:

Witness:

Michelle G. Jordon
Executive Director

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

MOTION was made by Steve Turner and seconded by Daryl Sammet to authorize the Chairman to execute the following TARCOG Area Agency on Aging FY20 contract, in the amount of \$129,530.00.

**TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING**

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This Contract effective this 1st day of October, 2019, 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 Stat. 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 of Governments Planning and Service Area.
3. Initiation of Services. The services of the Contractor shall commence on October 1, 2019, and shall continue until September 30, 2020, 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, 2020. 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

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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.
 - 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 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

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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 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;
 - 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

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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 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 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.

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- 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:

Limestone County Commission
BY:

Mary Caudle, President
TARCOG Board of Directors

Collin Daly, Chairman

WITNESS:

WITNESS:

Michelle G. Jordan
Executive Director, TARCOG

SCOPE OF SERVICES

- I. 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.
 - 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 recognize the County Council on Aging as an advisory council for this program and will seek its recommendations on major issues involving the welfare of the elderly and the delivery of services. The Long-term Care Committee in the County will serve as the advisory body for the TARCOG Ombudsman Program.
 - 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.

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- 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.
 - 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 include the delivery of services to older individuals of whom at least 20% will be low-income older persons. At least 2.8% of the total served will be minority older persons; of these, at least 30% of these will 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 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, 2020.
- 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.
- 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.

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- 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.
- 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 governments in order to assure a comprehensive service delivery system. Through this program the contractor will coordinate the provision of a minimum of 16,000 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 107,000 units of community-based care, with no less than 105,000 meals to homebound participants.

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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 2016*, 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 2020.
- iii. Recruit, train, and supervise an active volunteer force for the home-delivered meals program.

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 a committee (of at least two people) to ensure that those with the greatest social and economic need are being served. Each recipient should 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:

- 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 2016*, including any successive versions and amendments,
- ii. The Contractor must provide an annual total of 28,000 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 2020.

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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 2016*, 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.

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.

D. 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 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.

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- 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 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 34,000 units of information assistance and referral will be provided to seniors.
- VII. Recreation
The Contractor will provide socialization and recreation opportunities to older persons to alleviate loneliness and isolation. During the year 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 1,500 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 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.

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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.

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.

**EXHIBIT 1.1
SERVING DAYS FOR FISCAL YEAR 2020**

<u>OCTOBER</u>	<u>APRIL</u>
Serving Days: 22	Serving Days: 20
Theme Day: None	Theme Day: April 9
Holidays: Oct. 14	Holidays: April 10 Easter Obser. April 27 Confed. Memo.
<u>NOVEMBER</u>	<u>MAY</u>
Serving Days: 18	Serving Days: 20
Theme Day: Nov. 27	Theme Day: May 22
Holidays: Nov. 11 Veteran's Day Nov. 28-29 Thanksgiving	Holidays: May 25 Memorial Day
<u>DECEMBER</u>	<u>JUNE</u>
Serving Days: 15	Serving Days: 21
Theme Day: Dec. 20	Theme Day: None
Holidays: Dec. 23-31 Christmas	Holidays: June 1 Jefferson Davis

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JANUARY

Serving Days: 21
Theme Day: None
Holidays: Jan. 1 New Year's Day

JULY

Serving Days: 22
Theme Day: July 2
Holidays: July 3 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: 22
Theme Day: None
Holidays: None

SEPTEMBER

Serving Days: 21
Theme Day: None
Holidays: Sept. 7 Labor Day

TOTAL SERVING DAYS = 242

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.

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(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.

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 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.

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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: _____

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

By: _____
Collin Daly, Chairman

**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.

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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;

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- (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, 5075 Research Drive N. W., Huntsville, AL 35805. Notice shall include the identification number(s) 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 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;

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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, 5075 Research Drive N.W., Huntsville, AL. 35805. When notice is made to such a central point, it shall include the identification number(s) 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.

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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.

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

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following grant agreement with the Alabama Department of Youth Services for the Juvenile Diversion Program for FY20 in the amount of \$47,840.00 with no match required.

**ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2019 - 2020**

The Alabama Department of Youth Services hereby awards to

Limestone County Commission
(Fiscal Agent, hereinafter called Recipient)

*the amount of **Forty-seven thousand eight hundred forty and no/100 dollars (\$47,840.00)***

These funds shall be used for non-residential diversion services for **Limestone County** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the **Limestone County Juvenile Court (LCJC)** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **60** youth annually with an ongoing capacity of **30** youth at any given time. Thereby aiding in a reduction of county commitments to **DYS** (including **CLIMB**, formerly known as **HIT**), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (**CHINS**), **DYS** will permit the program to provide diversion services to no more than **10%** of youth with **CHINS** offenses.

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

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

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (**CLIMB** or regular **DYS**) in the absence of the funded program. Specifically, this includes youth with the following characteristics:

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- Males / Females between the ages of 11 - 18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the **Limestone County Juvenile Court (LCJC)**.
 - Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program.
 - Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
 - Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youths reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

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

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

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

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

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

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ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 3rd day of September, 2019.

BY: _____
Limestone County Commission

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

MOTION was made by Steve Turner and seconded by Jason Black to authorize the Chairman to execute the following Agreement for Services with Katye Hanson beginning Oct. 1, 2019 and ending Sept. 30, 2020 to coordinate community services for juveniles assigned through the Limestone County Juvenile Court. This program is funded by an Alabama Department of Youth Services grant for 30 hours per week at \$16.15 per hour.

AGREEMENT FOR SERVICES

Between

LIMESTONE COUNTY COMMISSION

and

Katye Hanson, Private Contractor

Community Service Coordinator

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

A: PURPOSE:

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

Services to be Provided:

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Beginning in October 1, 2019 and ending September 30, 2020, or as mutually agreed upon, Katye Hanson will coordinate activities to accomplish the goals and objectives outlined below in the capacity of Community Service Coordinator.

B: STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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

C: COMMUNITY SERVICE COORDINATOR SHALL:

Goal 1

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

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

Activities

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

Goal 2

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

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

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

Activities

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

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Goal 3

Help offenders develop new skills through supervised work activities.

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

Activities

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

D: LCC SHALL:

LCC shall provide \$25,200 to the Community Service Coordinator for carrying out the goals and objectives listed in this agreement. This provides 30 hours per week at \$16.15 per hour for 52 weeks for a total of \$25,200. The LCC will be invoiced bi-weekly by Katy Hanson (CSC) for 60 hours (30 hours per week).

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

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

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

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

Collin Daly, Chairman
Limestone County Commission

Katy Hanson
Community Service Coordinator

Date

Date

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

MOTION was made by Daryl Sammet and seconded by Steve Turner to authorize the Chairman to execute the following Memorandum of Understanding with the Family Life Center, Inc. to provide substance abuse treatment and related services for juveniles referred by the Limestone County Juvenile Court beginning Oct. 1, 2019 and ending Sept. 30, 2020.

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

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Family Life Center, Inc., herein after referred to as FLC, and the Limestone County Commission, herein after referred to as LCC. The service period for this MOU begins October 1, 2019 and continues through September 30, 2020.

A. PURPOSE:

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

B. SERVICES TO BE PROVIDED:

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

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

C. DRUG SCREENS:

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

D. PAYMENT FOR SERVICES:

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FLC will provide services for a total of \$15,000 for the period between October 1, 2019 and September 30, 2019. JPO will be invoiced each month in twelve (12) equal monthly payments of \$1,250.00

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

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

Payments will be sent to:
Family Life Center, Inc.
410 South Jefferson Street
Athens Alabama 35611

E. SCHEDULING:

JPO referrals will be coordinated through the Limestone County Juvenile Court Mental Health Liaison or a process mutually agreed upon. Questions regarding intakes and referral under MOU should be directed to Sheree Logan at (256) 582-1471 or shereel@familylifecenter.ws.

F. PROTECTED HEALTH INFORMATION (PHI)

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

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

1. MODIFICATION: Modifications within the scope of the instrument shall be made

by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. PARTICIPAATION IN SIMILAR ACTIVITIES: This instrument in no way

restricts FLC or LCC from participating in similar activities with other public or private agencies, organizations, and individuals.

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

Collin Daly, Chairman
Limestone County Commission

Gene Cleckler, Executive Director
Family Life Center, Inc.

Date

Date

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

MOTION was made by Jason Black and seconded by Daryl Sammet to authorize the Chairman to execute the following agreement with Tracking Solutions for electronic monitoring services (ankle monitoring) for juveniles referred by the Limestone Juvenile Court beginning October 1, 2019 and ending September 30, 2020.

AGREEMENT FOR ELECTRONIC MONITORING SERVICES Between Tracking Solutions and Limestone County Commission

This Agreement, **effective as of October 1, 2019** (“the effective date”), is between **Tracking Solutions**, a sole proprietorship (“Company”), having an office at 8500 Carlton Road, Christiana, TN 37037 and **Limestone County Commission** (“Customer”), a government agency, having an office at 310 W. Washington St, Athens, AL 35611.

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

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

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

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

2. Agreement Term and Renewal: This Agreement shall begin on the Effective Date for a one (1) year term as provided herein (“Initial Term”), ending on September 30, 2020. Following the Initial Term, this Agreement, its terms and conditions, and authorized amendments, will renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date. However, either party may terminate this Agreement at any time with or without cause by providing at least ninety (90) days written notice of termination to the other party. Customer shall pay Company for the equipment and/or services provided as set forth in the Attached Exhibit for the period prior to and after such termination notice and until such time as the equipment is returned to Company.

3. Customer Obligations:

3.1 General: Customer understands agrees and acknowledges that during the Term it shall (a) retain complete authority and responsibility for the selection, management and administration of individuals who participate in electronic monitoring, (b) identify and make available Customer

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staff and/or equipment in order to use and access the Monitoring Services, (c) perform or oversee orientation, installation and de-installation of equipment, (d) establish alert notification protocols and parameters that best meet the needs of Customer, offenders, courts and public safety, (e) establish an alert responsibility protocol for personnel to handle equipment alarms (f) seek assistance or training as needed so that Customer is proficient at using electronic monitoring equipment and software and, (g) ensure that Customer contact information is up to date at all times so that equipment alarms are sent to the correct location.

3.2 Computers/Phones: Customer shall provide its own computer hardware and internet access that meets manufacturer's minimum requirements for access to the monitoring service. Customer is responsible for providing computer and/or phone access to receive alarms per the alarm protocol chosen by Customer.

3.3 Payment: Customer shall pay for services herein within thirty (30) days of Company's invoice, to be issued at the end of each calendar month. Any invoices not paid within thirty (30) calendar days may be deemed a "Late Payment Breach" of this Agreement. Company shall notify Customer in writing (with email and fax also being allowable as in writing) of any Late Payment Breach and Customer shall have ten (10) calendar days to cure ("late Payment Cure Period"). If the Late Payment Breach is not cured within the Late Payment Cure Period, Company shall have the absolute right to immediately deactivate any products and services pursuant to this Agreement and make any attempts necessary to collect monies due, Company's attorney's fees and 1 ½ percent interest per month in which the payment is overdue. Customer agrees to be responsible for taxes, if any, relating to this Agreement

3.4 Equipment: Customer is responsible for any and all loss or damage to, or theft of, the equipment. Damage is defined as any and all damage to the casings, straps, covers, etc. Damage includes cosmetic damage to equipment up to and including damage that renders the equipment inoperable. If the equipment is damaged, lost or stolen while in Customer's possession, Customer agrees to pay Company the full cost to repair or replace such equipment based on the rates set forth by the manufacturer at the time of repair/replacement. Any decision to repair or replace equipment shall be made by Company at Company's sole discretion. Customer has the option in Addendum A to select insurance to help offset the cost of lost, stolen or damaged equipment. If Customer doesn't select any option in the insurance section, Company will assume Customer declines the insurance. The cost for repair or replacement is set by the manufacturer and is subject to change.

3.5 Invoices: Customer will receive a detailed invoice monthly. Customer shall notify Company of any discrepancies. If Company is not notified within sixty (60) days of any discrepancies, the invoice will be considered complete and accurate.

4. Company Obligations:

4.1 Equipment: At the time of initial training, Company will supply to Customer an installation kit for equipment which includes parts necessary to utilize equipment.

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

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

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

4.4 Training: Company will provide Customer reasonably necessary training for personnel who shall be monitoring individuals so that personnel may properly use the user interface for monitoring individuals. Training may be in via person or webinar, depending upon the initial quantity of individuals to be monitored. Customer access to the software shall be generally limited to password controlled internet access and no software will be delivered to Customer.

4.5 Customer Support: Company shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to the equipment, monitoring services and overall operation of the monitoring system. Customer support shall include answering Customer questions, technical support, equipment information, and software assistance. Customer support will be provided from Company as well as the equipment manufacturer.

4.6 Pricing: See Attachment A

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

6. Nondisclosure: The parties hereto agree to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other party's information to any third party without the other's written permission. The term proprietary information means confidential materials, documents, data and other information which Company or Customer has designated or marked as proprietary and confidential. Neither Company nor Customer will be required to protect proprietary information that is or becomes publicly available (other than as a result of a breach of this Agreement), is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

7. Warranty and Indemnity: Company is leasing the equipment to Customer "as-is". Company agrees to transfer to Customer as necessary and to the extent permitted by law or applicable contracts, any warranties made to Company by a manufacturer or vendor of the equipment to the extent permitted by law or applicable contracts. Customer agrees that, regardless of cause, Customer shall not assert any claim whatsoever against Company for any and all direct, special or indirect damages, without limitation, which may result from use of equipment, monitoring and other services or any obligation of Company under this Agreement. Customer understands that Company and the manufacturer(s) of the equipment are separate, independent companies, and that neither a manufacturer nor any vendor of the equipment is Company's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any

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vendor of the equipment is binding on Company, and no breach by a manufacturer or any such vendor shall excuse Customer obligations hereunder.

Notwithstanding anything to the contrary in this Agreement, Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, THE EQUIPMENT, THE USER INTERFACE OR THE MONITORING SERVICE. Company is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access, the user interface, the failure to follow any instructions or abide by any policies related thereto or to the monitoring service, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of the equipment, user interface or monitoring service to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Company. Customer's sole remedy against Company for any failure whatsoever relating in any way to the use of equipment, monitoring and other services all be limited to the replacement of equipment, if applicable; provided that any such failure of equipment, monitoring and other services was not caused by any act or omission on part of Customer. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Company's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes. To the extent permitted by federal and state law, Customer shall indemnify and hold harmless Company for matters that involve monitoring of, or in any way providing services to agencies and any claim, injury, loss, damage or expense arising out of willful and intentional acts of Customer or individuals monitored. Customer acknowledges that neither the Company, equipment, nor the monitoring service shall prevent, and that neither is intended to prevent, any client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a client to remove the equipment by unauthorized means, and that Company expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a client while using the equipment, as well as any liability for any acts committed by a client who removes the Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this Agreement are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that use of the equipment and the monitoring service shall be reserved for those clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer agrees to indemnify, defend and hold Company harmless from and against any and all claims for any losses, damages, or injuries, which may be asserted on any basis, including those listed above, by client or any other third party against Company. The provisions of this section shall continue to be in force even after the expiration of the Agreement Term.

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8. Miscellaneous Provisions:

8.1 Ownership: Customer is neither the owner of the equipment nor has title to the equipment. Customer may not sell, transfer, or assign the equipment, without the express prior written permission of Company. Customer may not attempt to alter or otherwise tamper with equipment. Customer agrees that it shall at all times keep the equipment free from any legal process or lien whatsoever, and agrees to give Company immediate notice if any legal process or lien is asserted or made against the equipment.

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

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

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

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

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

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

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

8.9 Modifications and Waivers: If either party waives or modifies any term or condition of this Agreement, this will not void, waive or change any other term or condition. If either party waives a default by the other, this will not waive future or other defaults. If any part of this Agreement, for any reason is declared to be invalid, it shall be deemed modified as necessary to be valid.

The remainder of this Agreement shall continue in effect as if the Agreement has been entered without the invalid portion.

8.10 Notices: Notices to the parties hereto pursuant to this Agreement shall be given in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) on the date sent by facsimile or electronic mail if sent during normal business hours, and otherwise on the next business day if sent after normal business hours of the recipient, (c) on the date of the recipient's signature if sent via an overnight service or (d) on the 3rd business day following the date of mailing if sent via USPS.

8.11 Signatures: A manually signed copy of this Agreement or any other transaction documents delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Entire Agreement: This Agreement sets forth the full understanding between the parties and may only be changed in writing, duly executed by both Parties. No party has made any

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representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify, or panel this Agreement except as provided herein. Customer also understands that only an officer of Company is authorized to make such amendments, modifications or cancelations.

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

In witness whereof, each of the parties has executed this Agreement as of the date and year first set forth herein on Page 1.

COMPANY: Tracking Solutions

CUSTOMER:

Printed Name: Kristen Zachary

Printed Name: Collin Daly

Signature: _____

Signature:

Title: Owner

Title: Chairman, Limestone County Commission

Address: 8500 Carlton Rd
Christiana, TN 37037

Billing Address: 310 W. Washington St.
Athens, AL 35611

Phone: 615-337-9367

Billing Phone: 256-216-3424

Email: kristen@TrackingSolutionsNow.com
sonya.anthony@limestonecounty-al.gov

Billing Email:

Shipping Address Limestone County Juvenile Probation
(If different than above)
1109 W. Market St. Suite D
Athens, AL 35611

Attachment A

PRICING SCHEDULE

GPS Monitoring

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	<i>Service</i>	<i>Alarm Notification</i>	<i>Data Collection Times</i>	<i>Daily Rate 0-9 Active Devices</i>	<i>Daily Rate 10-24 Active</i>	<i>Daily Rate 25+ Active Devices</i>
<i>ReliAlert GPS Device</i>	<i>ReliAlert Premium and Standard</i>	<i>Includes Monitoring Center Alarm Intervention: Data reported in real time. Alarm notification via voice, email and/ or text including calls to officer and to individual on device. Each alarm is customized for your agency. Ideal for highest risk or domestic violence cases.</i>	<i>1 minute or 5 minute</i>	<i>\$6.50</i>	<i>\$6.00</i>	<i>\$5.50</i>
	<i>ReliAlert Passive</i>	<i>Data reported in real time but NO real time alarm notification. Alarm notification via daily alarm report</i>	<i>5 minute</i>	<i>\$6.00</i>	<i>\$5.50</i>	<i>\$5.00</i>
<i>Shadow GPS Device</i>	<i>Shadow Active</i>	<i>Includes Monitoring Center Alarm Intervention: Data reported in real time. Alarm notification via voice, email and/ or text including calls to officer. Each alarm is customized for your agency.</i>	<i>1 minute</i>	<i>\$6.50</i>	<i>\$6.00</i>	<i>\$5.50</i>
	<i>Shadow Passive</i>	<i>Data reported in real time but NO real time alarm notification. Alarm notification via daily alarm report.</i>	<i>1 minute</i>	<i>\$5.50</i>	<i>\$5.00</i>	<i>\$4.50</i>
<i>Empower Victim App</i>	<i>Victim App</i>	<i>Notifies victim of offender proximity regardless of location. Includes panic button. *Victim must have smartphone and ability to download app.</i>	<i>n/a</i>	<i>n/a</i>	<i>\$1.25</i>	<i>\$1.25</i>
<i>Inactive GPS devices</i>	<i>n/a</i>	<i>n/a</i>	<i>\$1.50</i>	<i>\$1.50</i>	<i>\$1.50+10% of active devices credited</i>	<i>\$1.50+10% of active devices credited</i>

Alcohol Monitoring

	<i>Service</i>	<i>Alarm Notification</i>	<i>Daily Rate</i>
<i>SoberLink Alcohol</i>	<i>SoberLink Active</i>	<i>Email and/or text + daily report</i>	<i>\$6.00</i>
<i>BackTrack Alcohol</i>	<i>BACT rack Active* * *</i>	<i>Email and/or text + daily report</i>	<i>\$5.50</i>
<i>Inactive Alcohol Device</i>	<i>n/a</i>	<i>n/a</i>	<i>\$1.50</i>

•If office exceeds 10 active devices (of any kind) a month, an idle credit of 10% of active days will be credited to the monthly invoice **Insurance not available for SoberLink equipment.

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

OPTIONAL INSURANCE for ReliAlert, Shadow and BacTrack equipment.

\$0.50 per calendar day for insurance to cover any lost, stolen or damaged equipment assigned to Customer. The insurance charge applies to all devices, active or inactive. There is a \$50.00 deductible applied to the bracelet plus \$15.00 deductible for the charger if unrecovered. Idle charges will continue until equipment has been reported as lost/stolen/damaged, at which time daily charges cease. If the insurance option is not selected, Customer will be responsible for all damaged, lost, stolen equipment at the normal replacement rate.

Choose One of the following: ___ Insurance Accepted ___ Insurance Declined

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

MOTION was made by Jason Black and seconded by Daryl Sammet to renew the Southern Health Partners Health Services Agreement for inmate medical for additional one-year term, in the amount \$50,746.53 monthly.

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

MOTION was made by Ben Harrison and seconded by Daryl Sammet to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2696	Deputy Uniforms (Sheriff's Office)	Gall, Inc. Deputy's Pants LS Deputy's Dress Shirt SS Deputy's Dress Shirt TOTAL	\$ 38.00 \$ 53.00 \$ 48.00 \$139.00
2698	Printing Business Cards (License Commission)	Currie Systems	\$350.00
2699	Specialty Envelopes with Window (License Commission)	Printers & Stationers Inc.	\$1,767.00
2700	Kraft Envelopes (License Commission)	Currie Systems	\$93.15
2701	Security Envelopes with Window (License Commission)	Printers & Stationers Inc.	\$382.00
2702	Ivory Classic Linen Envelopes (License Commission)	Printers & Stationers Inc.	\$310.00

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

MOTION was made by Steve Turner and seconded by Jason Black to approve a request from Coroner Michael West to move David Malone to Assistant Coroner and Jenny Jacobson to Deputy Coroner.

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

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MOTION was made by Steve Turner and seconded by Daryl Sammet to hire Asa Hawkins as Grounds Keeper/Campground Attendant for Parks & Recreation, pending drug screening.

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

MOTION was made by Ben Harrison and seconded by Jason Black to hire Richard Franks as a Corrections Officer, pending drug screening.

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

MOTION was made by Jason Black and seconded by Daryl Sammet to revise the Van Driver job description at Council on Aging to remove CDL requirement.

**Limestone County
JOB DESCRIPTION**

Job Title: Van Driver

Department: Council on Aging

FLSA: Nonexempt

Grade: IV

Job Description Prepared: February 2013

Revised: Sep 3, 2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Assistant Director; Director

Subordinate Staff: None

Other Internal Contacts: County Shop Personnel; Commission Office

External Contacts: General Public; Senior Citizens; Clients' Families; Fueling Stations; Local Businesses

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Job Summary

Under the direction of the Assistant Director, the employee transports senior citizens to various locations and social service agencies. Employee maintains daily upkeep of van, performs various chores and errands, and completes daily activity report. Employee also collects donations and performs various duties related to Center assistance.

Job Domains

A. Transportation

1. Transports senior citizens to doctor's offices, grocery stores, food stamp office, social security office, nutrition center, and other places of need.
2. Coordinates with dispatcher to determine most efficient route for travel.
3. Maintains daily upkeep of van; alerts County of any mechanical problems; performs regular periodic inspection; performs pre- and post-trip inspections.
4. Assists individuals in getting in and out of van as needed.
5. Assists clients with carrying groceries.
6. Delivers homebound meals.
7. Drives van on out of town trips and outings for seniors.

B. Record Keeping

1. Keeps daily log of the number of people transported to various locations; submits to appropriate individual or office as needed.
2. Maintains records on gas usage mileage, time and other operational statistics.
3. Collects and turns in daily donations for aging programs to appropriate individual as needed.
4. Completes monthly TARCOG report that includes number hours at Center, doing outreach, and handling homebound duties.
5. Maintains reports for submission to ALDOT quarterly.

C. Information and Referral

1. Serves as liaison for clients, their families, and staff.
2. Disseminates appropriate information to clients on such matters as benefits available to elderly; assists in locating the appropriate service.
3. Distributes pamphlets and other informational materials to potential clients.

D. Center Assistance

1. Assumes operation of Center in the absence of the Center Manager as needed.

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2. Packs and prepares homebound meals for delivery; serves lunches at Center.
3. Washes and sanitizes dishes and containers.
4. Retrieves mail from post office.
5. Seeks and recruits new clients.
6. Assists with general Center activities.
7. Performs general clerical duties; types, files, and answers phone.
8. Participates in senior activities.
9. Maintains cleanliness of Center; mops, sweeps, and cleans and sanitizes bathrooms.
10. Assists with fund raisers as needed.
11. Performs other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County rules, regulations, and policies.
2. *Knowledge of County roads and highways, and essential locations.
3. Knowledge of safe driving techniques and standards.
4. Writing skills to complete forms and reports.
5. Reading skills to understand printed materials.
6. Interpersonal skills to deal effectively with clients and their families.
7. Ability to use safe driving techniques.
8. Ability to take direction and perform tasks consistently.
9. Ability to use computer software effectively and efficiently.
10. Ability and strength to assist seniors entering and exiting the van.
11. Ability to work without close supervision.
12. Ability to organize routes to most efficiently pick up riders.
13. Ability to work with seniors and pay attention to health and needs.
14. Ability to conform to all federal, state and local traffic laws and regulations governing operation of commercial vehicles.

Minimum Qualifications

1. Possession of a high school diploma or GED.
2. Possession of a current and valid Alabama driver's license.
3. Ability to attend training sessions in first aid, public safety, and other workshops as required.

Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

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Physical Demands

The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting moderately heavy items such as record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

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

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

Name	S/D Type	Approval Type	Lots	District	Location
Broadway – Huntsville Brownsferry Rd	Minor	Preliminary & Final	2	3	On Huntsville Brownsferry Rd just east of Huntsville Brownsferry & Brownsferry Rd intersection
Maurice Cannon Estate Sub replat Tract 1	Minor	Preliminary & Final	2	4	Approx. 500' north of Airport Rd on the west side of Hwy 127
Sterling Road Subdivision	Minor	Preliminary & Final	5	1	Reyer Rd & Sterling Rd intersection
Ezell Williams Subdivision	Minor	Preliminary & Final	2	4	On Ft. Hampton Rd approx. 1 mile west of Easter Ferry Rd

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

MOTION was made by Jason Black and seconded by Daryl Sammet to give Administrator Pam Ball the authority to approve departmental budget revisions as necessary for end of the year procedures.

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

MOTION was made by Steve Turner and seconded by Jason Black to approve Caleb King's expense report from June 2019 for prisoner transport, in the amount of \$76.78.

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

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MOTION was made by Ben Harrison and seconded by Jason Black to approve to prepare a deed for conveyance of the Limestone County Event Center to the Alabama Veterans Museum and Archives with a reversionary clause that the property reverts to the County if the Veterans Museum no longer uses it as a Veterans Museum.

The Chairman asked if there was any discussion. County Attorney Mark Maclin stated if approved, and the Commission desires to go forth with the transfer, at the next meeting would be a final draft of the deed but also possibly an agreement that sets out some of the specifics of the opportunities for the facility to still be used for other things, such as the Hall of Fame and others that were discussed at the work session. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

Chairman Daly announced Public Hearing on September 16, 2019 to consider vacating a portion of Hampton Lane in District 3.

Chairman Daly announced Public Hearing on September 16, 2019 to consider vacating a portion of Buzzard Roost Road in District 4.

Commissioner Turner stated he was glad to see all the representatives from the Veterans Museum present. He said, "It was a no brainer for me to cast my vote to proceed with this, I hope y'all have good luck going forward."

Commissioner Black requested everyone to be with the people of Elkmont thinking about the losses of life they had last night and early this morning. Also, think about our deputies, firefighters, EMTs, and all the people that responded to the scene, it had to be horrific. Let's keep all those people in our prayers.

Commissioner Harrison mentioned the transfer of the event center, stating he had been a proponent of the move for a long time and glad to see it come to fruition. He announced that the paving crew is in his district. He is in hog-heaven because the new milling machine was delivered last Thursday. The new milling machine was used Friday on Lentzville Road and it works fantastic. He said, "We have the potential to go 8 to 10 times faster milling out bad spots in the plant mix roads and that is part of our strategy to preserve plant mix roads. It's incredibly expensive to resurface a plant mix road or to get it in shape where it can be preserved with a lower cost surface." He thanked his fellow commissioners for going along to approve purchasing the milling machine. "It's expensive, a little bit under \$400,000, but we got a good deal on it and will pay for it in a year and a half from savings from doing it the way we were and be able to do some stuff in-house instead of contracting. For me, it's a fantastic moment in time for roads in Limestone County."

Chairman Daly thanked the Veterans for their service and coming out to support the Veterans Museum program. He echoed Commissioner's Black's comments about the losses of life at Elkmont. He said, "The tragedy at Elkmont hit close to home last night.

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I have a son in the same class as one of the victims. My thoughts and prayers are with everyone involved. I just can't understand it." He thanked everyone for attending.

Recessed at 10:20 a.m. until 10:00 a.m. on Wednesday, September 11, 2019, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.