

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 16, 2021
COMMISSION MEETING**

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

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

The meeting began with the Pledge of Allegiance.

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the minutes of August 2, 2021.

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

MOTION was made by Jason Black and seconded by LaDon Townsend to approve the following claims

7/23/2021	Check # 62204 - 62248	\$ 294,633.74
7/30/2021	Check # 62249 - 62318	\$ 1,590,083.22
8/06/2021	Check # 62319 - 62385	<u>\$ 237,569.28</u>
	TOTAL	\$ 2,122,286.24

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the Digital Information Cooperative Agreement with the Alabama Department of Transportation for a FHWA grant in the amount of \$10,000.00 to be applied toward the completion of the 2021 photography and mapping project; ALDOT \$8,000.00, County \$2,000.00.

DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the _____ day of _____, 2021 by and between the Limestone County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting

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the constituents of Limestone County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital orthophotography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.1 Definitions. As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2021 computerized mapping project.

1.2 The County has entered into a contract with Pictometry to acquire digital ortho-photography and updated mapping for the County. The aerial photography and resulting data will be collected in accordance with the Alabama Department of Revenue's Property Tax Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY.

The terms of the grant are as follows:

- (a) This agreement is for a federal grant in the amount of **\$10,000** to be applied toward the completion of the 2021 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor.
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (**\$8,000**) and the county will provide the remaining 20% (**\$2,000**) cost share toward the grant. The COUNTY will be responsible for

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funding the balance of the project cost.

- (c) The COUNTY shall provide the ALDOT a copy of the 2021 photography contract.
- (d) The COUNTY shall provide the ALDOT a copy of the “Data Set” and all deliverables generated from the County’s 2021 photography contract.
- (e) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 - Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2021. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2021, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.1 Term. The term of this Agreement shall commence on the date of execution by the Governor of Alabama and shall continue for one year.

2.2 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. Either party may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor’s duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 4. Force Maieure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon,

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and inure to the benefit of the successors and permitted assigns of the parties.

Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and **nothing** in this Agreement creates an agency relationship between the parties.

Section 10. 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.

Section 11. By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312. The Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 12. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials agents, servants, and employees.

Section 13. For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or mis expenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL:

ASSEST:

LIMESTONE COUNTY, ALABAMA

(Notary Signature)

County Commission, Chairman

Type Name

Type Name (County Commission
Chairman)

**THIS AGREEMENT HAS BEEN
LEGALLY REVIEWED AND
APPROVED AS TO FORM AND
CONTENT:**

Chief Counsel, William F. Patty Alabama
Department of Transportation

RECOMMENDED FOR APPROVAL:

State Design Engineer, Stanley C. Biddick,
PE Alabama Department of Transportation

Chief Engineer, Don T. Arkle, PE Alabama
Department of Transportation

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION**

Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this _____ day of _____, 2021.

Governor of Alabama, Kay Ivey

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the following TARCOG contracts:

- SenioRX contract in the amount of \$20,848 from October 1, 2021 - September 30, 2022.
- Aging Contract in the amount of \$129,530.00 from October 1, 2021 - September 30, 2022.

22-Rx-Lim-3

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

This contract is effective this 1st day of October, 2021 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, 2021 and shall terminate no later than September 30, 2022 or any time prior if funds for this contract are no longer available or other conditions or circumstances should cause this contract to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of this contract, the contract shall terminate upon notice by TARCOG.

TARCOG AGREES TO DO THE FOLLOWING:

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

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

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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

Nancy Griggs
Board President

Collin Daly, Chairman

Witness:

Witness:

Michelle G. Jordan
Executive Director

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TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING

This Contract effective this 1st day of October, 2021 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 111 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, 2021, and shall

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continue until September 30, 2022, 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, 2022. It is agreed that TARCOG may unilaterally amend the terms of this Contract if the funds received from the Department are less than the amount of funds received from the Department during the previous fiscal year.

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

6. Payment of Funds.

- a. Subject to receipt of funds from the Department, TARCOG shall advance funds on a monthly basis to the Contractor to be used for the purpose of the contract. Requests for funds are to reach TARCOG not later than the 10th of the month preceding the month for which funds are to be expended. Upon review of the reasonableness of anticipated expenditures, TARCOG will advance funds in the amount of anticipated expenditures less the amount of unexpended funds on hand or will request that funds be forwarded by the Department. Unexpended funds will automatically revert to TARCOG at the end of the contract period.
- b. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$129,530.00 for all of the services rendered.

7. Record Maintenance, Accessibility and Retention.

- 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

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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

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of TARCOG.

11. Non-Expendable Property. A property inventory, including source of funds for acquisition, cost acquisition, description, model and serial number, and condition, will be maintained on all non-expendable items of equipment acquired for the project, provided however, that no accounting shall be required for items with an acquisition cost of under \$500 per unit. Upon termination of the project, an inventory report will be submitted to TARCOG for a determination by the Department as to the disposition of the equipment items. At the discretion of the Department, equipment accountability may be satisfied by refunding to the Department an amount equivalent to the fair market value of the equipment, returning the equipment to the Department, using the equipment on other aging projects, declaring equipment surplus, or transferring the equipment to another federal grantee. The Contractor will be responsible for reporting the loss, damage, or destruction of any equipment item and for replacing or repairing such equipment items.

12. Grant-Related Income. The Contractor is accountable for the federal share of any income derived from activities conducted under the auspices of the Contract. With the approval of TARCOG, accountability may be satisfied by reducing the level of expenditures from grant funds by an amount equal to the federal share of grant-related income, treating the funds as a partial payment to the award of a successive budget period, or payment to TARCOG for refund to the Department.

13. Evaluation. The Contractor agrees that TARCOG may carry out monitoring and evaluation 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

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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.

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17. Equal Employment Opportunities. The Contractor will comply with the provisions of the law as legislated in Title VII of the Civil Rights Act, Section 504 of the Rehabilitation Act, Age Discrimination in Employment Act, Vietnam Era Veterans Readjustment Act, and any other laws and regulations issued concerning discrimination in employment.

18. Debarment. Suspension, Lobbying and Drug-free Workplace. The Contractor will sign and return Exhibit No. 3. *Certification Regarding Debarment, Suspension and Other Responsibility Matters; Drug-free Workplace Requirements and Lobbying*, of this contract stating that the Contractor will comply with all applicable certifications contained herein.

19. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Department under which this Contract is made is terminated by the Department, TARCOG shall thereupon 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.

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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. 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.

26. 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.

27. 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

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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.

28. 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:


Nancy Griggs, President
TARCOG Board of Directors

WITNESS:

Michelle G. Jordan Executive
Director, TARCOG

Limestone County Commission

BY:



Collin Daly, Chairman

WITNESS:

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Exhibit No. 1

SCOPE OF SERVICES

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.
- 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.

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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, 2022 in preparation for the coming fiscal year.

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.

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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 111 clients if they receive any of the following services during the year: Congregate Meals, Home Delivered Meals. Transportation, Nutrition Counseling, Adult Day Care/Health, Personal Care, Homemaker, Chore, Case Management, or Disease Prevention & Health Promotion.

M. The Contractor will provide program personnel with copies of its official administrative and/or personnel policies, will keep on file resumes from current program employees, and will keep on file current job descriptions for all positions.

N. Any major public notices and publicity given to this program must acknowledge TARCOG and shall state that the program is made possible by a grant from the Alabama Department of Senior Services through the TARCOG Area Agency on Aging. No material produced with funds under this contract shall be subject to copyright.

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.

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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.

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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.

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 Meat 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 2022.
- 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 mealtime; 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.

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- 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 2022.

B. Contributions.

- i. Follow all guidelines and procedures for collection of confidential participants contributions according to the *Alabama Elderly Nutrition Program Guide to Meal Services, October 2016*, including any successive versions and amendments.

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- 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.

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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.
- 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 an 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.

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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 111-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 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.

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EXHIBIT 1.1

SERVING DAYS FOR FISCAL YEAR 2022

OCTOBER

Serving Days: 20
Theme Day: None
Holidays: Oct 11 Columbus Day

APRIL

Serving Days: 19
Theme Day: April 14
Holidays: April 15 Good Friday
April 25 Confed Mem

NOVEMBER

Serving Days: **19**
Theme Day: Nov. 24
Holidays: Nov. 11 Veteran's Day
Nov. 25-26 Thanksgiving

MAY

Serving Days: 21
Theme Day: May 27
Holidays: May 30 Memorial Day

DECEMBER

Serving Days: 17
Theme Day: Dec. 22
Holidays: Dec. 24-30 Christmas
Dec. 31 New Year Observe

JUNE

Serving Days: 20
Theme Day: None
Holidays: June 6 Jefferson Davis
June 20 Juneteenth

JANUARY

Serving Days: 20
Theme Day: None
Holidays: Jan. 17 ML King Day

JULY

Serving Days: 20
Theme Day: July 1
Holidays: July 4 Independence
Day

FEBRUARY

Serving Days: **19**
Theme Day: None
Holidays: Feb 21 President's Day

AUGUST

Serving Days: 23
Theme Day: None
Holidays: None

MARCH

Serving Days: 23
Theme Day: None
Holidays: None

SEPTEMBER

Serving Days: 21
Theme Day: None
Holidays: Sept. 5 Labor Day

TOTAL SERVING DAYS = 242

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Home Delivered Meals Eligibility Criteria

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

1. Is the person homebound?

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

AND

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

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

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

AND

3. Does the person meet the vulnerability criteria?

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

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

AND

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

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:

I 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.

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

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

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

Dated: _____

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

By: _____
Collin Daly, Chairman (Form HHS-690)

EXHIBIT 3, Page 1

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

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

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

A. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

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- (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 I. Grantees Other Than Individuals

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

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about —
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to the Director, TARCOC 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:

EXHIBIT 3, Page 2

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

310 W. Washington Street Athens-Limestone County, Alabama 3561

Check ☐ if there are workplaces on file that are not identified here

Alternate II. Grantees Who Are Individuals

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

- A. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant,
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the Director, TARCOC 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

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Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

<u>Limestone County Commission</u>	<u>Aging Services</u>
NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT
<u>Collin Daly, Chairman</u>	

PRINTED NAME AND TITLE OF AUTHORIZED
REPRESENTATIVE

DATE

21-Lim- CAA-4

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING

This Contract effective this 1st day of July, 2021, 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

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WHEREAS, pursuant to said grant TARCOG desires to engage the Contractor to render certain activities and supports in the delivery of services as described in the Consolidated Appropriations Act (CAA) authorized under Title 111 of the Older Americans Act.

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 awarded under the Title III C-2 allocation and must be accounted for under this part as described in Exhibit 1. Scope of Services, attached hereto and made a part of this Contract.
2. Definitions. As used in this Contract. "Contractor" means the entity, public or private which has the responsibility for administering a TARCOG service component or activity.
3. Initiation of Services. The services of the Contractor shall commence on July 1, 2021, and shall continue until December 31, 2021, 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.
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 to the Contractor to be used for the purpose of the contract. Requests for funds are to reach TARCOG not later than the 10th of the month preceding the month for which funds are to be expended. Upon review of the reasonableness of anticipated expenditures, TARCOG will advance funds in the amount of anticipated expenditures less the amount of unexpended funds on hand or will

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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 \$35,000 for 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 by keeping all client files in a locked cabinet that is located behind a locked door.

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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 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

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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 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

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qualified will not be discriminated against in any areas of employment. The Contractor further assures that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities provided under this Contract, nor be subjected to discrimination.

17. Equal Employment Opportunities. The Contractor will comply with the provisions of the law as legislated in Title VII of the Civil Rights Act, Section 504 of the Rehabilitation Act, Age Discrimination in Employment Act, Vietnam Era Veterans Readjustment Act, and any other laws and regulations issued concerning discrimination in employment.

18. Debarment. Suspension, Lobbying and Drug-free Workplace. The Contractor will sign and return Exhibit 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

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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 :

Nancy Griggs, President TARCOG
Board of Directors

Limestone County Commission

BY:

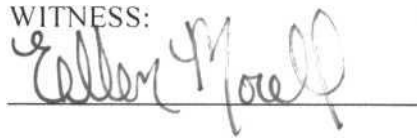


Collin Daly, Chairman

WITNESS:

Michelle G. Jordan Executive
Director, TARCOG

WITNESS:



SCOPE OF SERVICES

Exhibit 1

Administration and Staff

- A. The Contractor will administer Title II1-C services to support the Aging population by

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 16, 2021 COMMISSION MEETING

meeting their needs as related to the Coronavirus Pandemic. Services are to be implemented in Limestone County and 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 and staffing to ensure proper storage and refrigeration of food items.

C. The Contractor will adhere to all service definitions and eligibility criteria as established by the Department and provided to the Contractor by TARCOG. 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.

D. 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.

E. 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.

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F. The Contractor will maintain an individual record for each participant on the Title 111 State of Alabama Department of Senior Services, Older Americans Act Services Client Enrollment Form as prepared by the Department.

G. 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.

H. 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.

I. 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.

11. Outreach

In order to provide services and services as deemed necessary due to the Coronavirus Pandemic, 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

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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. 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. As in all activities and services, all staff and volunteers are required to wear masks and practice social distancing.

Exhibit 2 ASSURANCE OF COMPLIANCE

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

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

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance from the Department.
5. 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,

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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: 7/19/2021

Limestone County Commission
3 10 W. Washington Street
Athens, AL 35611

By: _____
Collin Daly, Chairman (Form HHS-690)

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, "Government wide Debarment and Suspension (Nonprocurement)" and the "Government wide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when TARCOG determines to award the covered transaction, grant, or cooperative Contract.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

A. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

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

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

2. DRUG-FREE WORKPLACE REQUIREMENTS

Alternate 1. Grantees Other Than Individuals

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

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
- (2) Establishing an ongoing drug-free awareness program to inform employees about —
 - (a) The dangers of drug abuse in the workplace,
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

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- (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

310 W. Washington Street

Place of Performance (Street address, city, county, state, ZIP Code)
Athens, AL 35611 Limestone County

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

Alternate II. Grantees Who Are Individuals

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

- A. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant,
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the Director, TARCOG Area Agency on Aging, 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 ensure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

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

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

Limestone County Commission

NAME OF APPLICANT

Aging Services

AWARD NUMBER AND/OR PROJECT

Collin Daly, Chairman

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

7/19/2021

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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; Danny Barksdale, aye; and LaDon Townsend, aye. Motion carries unanimously.

MOTION was made by LaDon Townsend and seconded by Jason Black to approve the following Senior Community Service Employment Program Host Agency Agreements with TARCOG:

- Alabama Department of Senior Services
- Center for Workforce Inclusion.

**ADSS SCSEP Host Agency Agreement
PY2021**

To comply with the requirements of the Alabama Department of Senior Services (ADSS), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

Limestone County Commission

hereinafter referred to as the Host Agency, and _____ **TARCOG** _____ ,
hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the participant's Individual Employment Plan (1EP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned participants, the Host Agency agrees to document any inappropriate work behaviors of participants that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

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The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide adequate supervision. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description. The Host Agency must notify the Subgrantee before initiating this type of assignment.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the participants, particularly absences of three days or longer.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their 1EP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for participants serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participant worked the hours claimed on their time sheet and will assure that both they and the participant sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be like "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes.

Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that participants currently assigned to the Host Agency are not to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

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The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties

This Agreement is in effect from July 1, 2021- June 30, 2022

Definition of Host Agency Status

(Check one)

- ☐ This host agency is a government agency. FEIN 63-6001607 (Required by USDOL).
- ☐ This host agency is certified non-profit under Section 501 (c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
_____ **501 (c) (3) documentation is attached.**

Signed –Host Agency

Host Agency: Limestone County Commission

Representative's Name: Collin Daly

Representative's Signature: _____

Host Agency Title: Chairman

Host Agency Supervisor: Susan McGrady

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 16, 2021
COMMISSION MEETING**

Address: 310 W. Washington Street., Athens, AL 35611

Phone: 256-233-6400

Fax: 256-233-6403

Email: susan.mcgrady@limetonecounty-al.gov

Date: 8/16/2021

Signed — SCSEP Sponsor

SCSEP Sponsor: Top of Alabama Regional Council of Governments TARCOG

Representative's Name: John D. Sanders

Representative's Signature: _____

Title: Program Director

Address: 5075 Research Dr. NW, Huntsville, AL 35805

Phone: 256-716-2454 Fax: 256-830-0843

Email: john.sanders@tarcog.us Date: _____

SCSEP Host Agency Agreement PY2021

To comply with the requirements of the Center for Workforce Inclusion (the Center] Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

Limestone County Commission

hereinafter referred to as the Host Agency, and **TARCOG** hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies

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regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any participant has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each participant for regular employment, either fulltime or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned participants, the Host Agency agrees to document any inappropriate work behaviors of participants that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide adequate supervision. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Subgrantee before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the participants, particularly absences of three days or longer.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for participants serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide properly prepared time sheets (the supervisor will confirm that the participant worked the hours claimed on their time sheet and will assure that both they and the participant sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be like

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"in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that participants currently assigned to the Host Agency are not to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held annually to acquaint all concerned with the

SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a nonprofit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached.

The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

**This Agreement is retroactive to July 1, 2021, and in effect
from July 1, 2021 - June 30, 2022**

Definition of Host Agency Status

**MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 16, 2021
COMMISSION MEETING**

(Check one)

- ☐ This host agency is a government agency. FEIN 63-6001607 (Required by USDOL).
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- _____ **501 (c) (3) documentation is attached.**

Signed –Host Agency

Host Agency: Limestone County Commission

Representative's Name: Collin Daly

Representative's Signature: _____

Host Agency Title: Chairman

Host Agency Supervisor: Susan McGrady

Address: 310 W. Washington Street., Athens, AL 35611

Phone: 256-233-6400 Fax: 256-233-6403

Email: susan.mcgrady@limetonecounty-al.gov Date: 8/16/2021

Signed Host Agency

CSEP Sponsor:- Top of Alabama Regional Council of Governments TARCOG

Representative's Name: John D. Sanders

Representative's Signature: _____

Title: Program Director

Address: 5075 Research Dr. NW, Huntsville AL 35805

Phone: 250-716-2454 Fax: 256-830-0843

Email: john.sanders@tarcog.us Date: _____

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
ATRIP 42-05-31	Thach Rd Culvert Replacement	Miller & Miller	\$327,000.00

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve the following personnel actions:

- Transfer Kelly Adams as GIS Specialist for the Revenue Commission.
- Hire Nathan “Colby” McNatt as a Corrections Officer, pending drug screening.
- Hire Cheyenne “Faith” Legg as a Corrections Officer, pending drug screening.
- Transfer Eddie Gilbert as the Director of EMA.

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

MOTION was made by Daryl Sammet and seconded by Danny Barksdale to approve the FY 2022 County Transportation Plan pursuant to the Rebuild Alabama Act.

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FY 2022 County Transportation Plan Limestone County



Date Approved by the Limestone County Commission: August 16, 2021

Date Amended by the Limestone County Commission: (If Applicable)

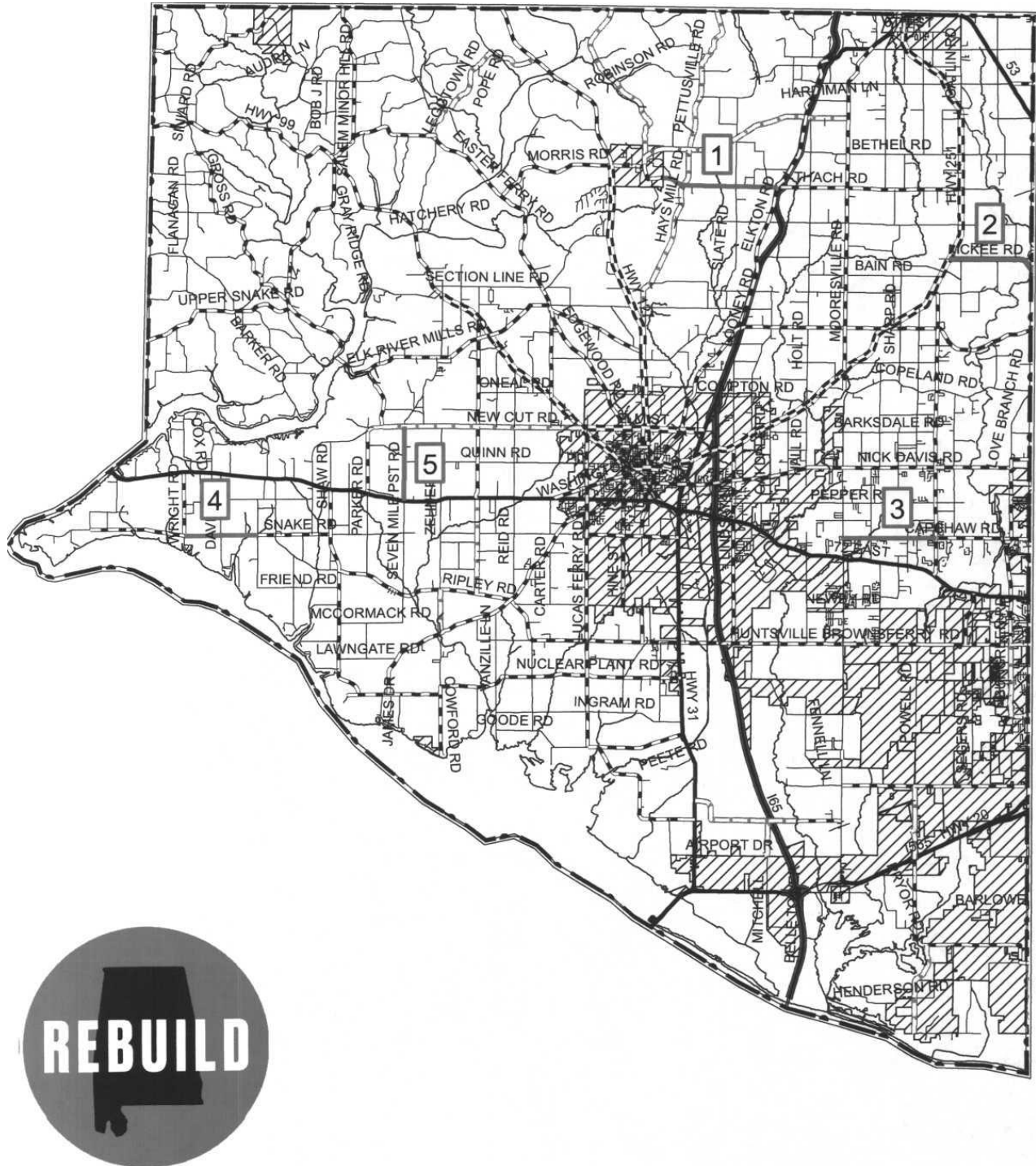
Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Estimated Beginning Balance					\$0.00	\$0.00
										Estimated Annual Revenue					\$1,000,000.00	\$400,000.00
1	RA-LCP 42-192-21	Sandlin Rd	34.9240	86.9638	34.9200	86.9087	X		3.16	Resurfacing and Traffic Striping/Marking from Elkmont Town limits to Elkon Rd	\$400,000.00	\$85,400.00	\$314,600.00	FAEF		\$400,000.00
2	RA-LCP 42-193-21	McKee Rd	34.8897	86.8253	34.8847	86.7840	X		2.50	Resurfacing and Traffic Striping/Marking from AL Hwy 251 to Limestone Creek	\$250,000.00	\$66,400.00	\$183,600.00	CRAF	\$250,000.00	
3	RA-LCP 42-194-21	Capshaw Rd	34.7738	86.8773	34.7738	86.8326	X		2.51	Resurfacing and Traffic Striping/Marking from Mooresville Rd to E Limestone Rd	\$250,000.00	\$37,700.00	\$212,300.00	CRAF	\$250,000.00	
4	RA-LCP 42-195-21	Snake Rd	34.7772	87.1957	34.7773	87.1604	X		2.02	Resurfacing and Traffic Striping/Marking from Wright Rd to Fielding Rd	\$250,000.00	\$250,000.00		CRAF	\$250,000.00	
5	RA-LCP 42-196-21	Seven Mile Post Rd	34.7908	87.0895	34.8213	87.0892	X		2.08	Resurfacing and Traffic Striping/Marking from US-72 to New Cut Rd	\$250,000.00	\$250,000.00		CRAF	\$250,000.00	
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						12.27	Total CTP Estimated Costs	\$1,400,000.00	\$689,500.00	\$710,500.00	Total CRAF/FAEF Remaining Estimated	\$0.00	\$0.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks _____

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Limestone County
FY 2022 COUNTY TRANSPORTATION PLAN



MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 16, 2021
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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Daryl Sammet, aye; Danny Barksdale, aye; Jason Black, aye; and LaDon Townsend, aye. Motion carries unanimously.

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

Name	S/D Type	Approval Type	Lots	District	Location
High Cotton	Minor	Preliminary & Final	3	2	SW corner of Capshaw Rd & McCulley Mill Rd
Lonnie Dale Subdivision, Phase II – replat Lot 17 & 18	Minor	Preliminary & Final	3	2	Located at 23390 St. John Rd
Lonnie Dale Subdivision - Phase IV	Major	Preliminary	22	2	Intersection of Newby Chapel Rd & Saint John Rd

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

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

Transfer from	Transfer to	Item	Inventory or Serial #
District 2	Engineering	2015 Ford F350	1FT8W3BTXFEA63869
Engineering	District 2	2006 F250	1FTSW21596EA78561

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

Commissioner Daryl Sammet thanked Teresa Todd for her hard work in competing to get a tourism conference held here in our county. Commissioner Sammet stated, “She did a good job, and she came in second. I commend her for doing the job that she did for us.”

Commissioner Danny Barksdale stated, “I have had several calls regarding the completion of Burgreen Road, and my understanding is that the contractor will be completing it somewhere around September 7th, and I appreciate your patience.”

Commissioner Jason Black reported that they are continuing to bush hog and install a lot of driveway culverts. Commissioner Black also commented that work was about to begin

MINUTES, LIMESTONE COUNTY COMMISSION, AUGUST 16, 2021
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on Snake Road and stated, "The paving crew would be beginning around the last week of August or the first week of September. They will first chip seal Snake Road, but the chip seal will not be the permanent surface. They will come back and place hot mix on top of the chip seal. I just wanted everybody to know that it will not be left with gravel on it, and I know it is a highly traveled road, so it will be paved." Commissioner Black commented that the same process was done on Shaw Road.

Commissioner LaDon Townsend stated, "The engineering departments are working on Witty Mill Road, and they are closing the road at 8:00 o'clock for the next couple of days, but they are going to re-open the road before school gets out every day in hopes to keep the traffic flowing there as best as they can."

Chairman Collin Daly thanked everyone for attending and thanked all County Commission employees for the job that they do. Chairman Daly stated, "We've been through a lot here lately, but I want to thank them all." Chairman Daly also commented on the census and stated, "Limestone County has 103,570 people, and we had a growth rate of 25.1%. I believe we are now second behind Baldwin County, and now redistricting will be in the works. I want to thank all of the 103,570 citizens of this county."

Adjourned at 10:10 a.m. until 9:00 a.m. on Tuesday, September 7, 2021 at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.