

Sponsor: Mayor Holt and City Council

**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Contract for Services Under Title III of the Older Americans Act of 1965, as amended, between the City of Florence and NACOLG regarding aid for seniors, in an amount not to exceed \$9,700.00, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized, respectively, to execute and attest such agreement on behalf of the City of Florence.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
CITY CLERK

**NORTHWEST ALABAMA COUNCIL OF LOCAL GOVERNMENTS  
AREA AGENCY ON AGING  
CONTRACT FOR SERVICES UNDER TITLE III  
OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

This Agreement, entered into for the contract period of October 01, 2018, through September 30, 2019, by and between the **NACOLG/Department of Aging Services** hereinafter referred to as the “Grantor” and the **City of Florence** hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor has been awarded a grant from the Alabama Department of Senior Services (ADSS), hereinafter referred to as the “ADSS” subject to pertinent DHHS and OHDS regulations and policies applicable to implementation of Area Plans under Title III of the Older Americans Act; and

WHEREAS, pursuant to said grant, the Grantor (contingent upon continued availability of funds) is making certain grant awards and entering into grant agreements for the provision of certain services; and

WHEREAS, pursuant to said grant, the Grantor desires to make a grant to the Grantee and to engage the Grantee through this grant agreement to render certain assistance in such undertakings.

NOW THEREFORE, the parties (Grantor and Grantee) hereto do mutually agree as follows:

1. **Employment of Contractor:** The Grantor agrees to engage the Grantee and the Grantee hereby agrees to perform the services hereinafter set forth in connection with the NACOLG/Department of Aging Services under Title III of the Older Americans Act of 1965, as amended.
2. **Scope of Services:** The Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Grantor, and in compliance with the guidelines, standards and regulations of Title III of the Older Americans Act of 1965, as amended, the services described in Appendix A, “Scope of Services” attached hereto and a part of this Agreement.
3. **Time of Performance:** The services of the Grantee are to commence on the first day of October 2018, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by September 30, 2019. Upon mutual agreement of the Grantee and the Grantor, this agreement may be renewed for up to two additional grant periods.
4. **Modifications:** This Agreement may be modified by amendment duly executed by authorized official(s) of the Grantor and the Grantee. However, in the event

funding to the Grantor is reduced by the ADSS, Grantor retains the right to immediately reduce the amount of the grant awarded under this Agreement, upon written notice to the Grantee.

5. **Match Requirements/Payment of Funds:** The Grantee agrees to provide a minimum of 10 percent match of the total contract amount and a cash match of **\$4,850.00 per senior center for a total of \$9,700.00 (The Club and Magnolia Gardens)**. Subject to receipt of funds from the ADSS, the Grantor shall reimburse the Grantee on a quarterly basis. Expenditures are to be reported on Contractor's Quarterly Expenditures and Request for Reimbursement Form. Unexpended funds will automatically revert to the Grantor at the end of the Contract period. Payments under this Agreement are limited to costs incurred in accordance with the budget. 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 **\$15,000.00** for all the services required.
  
6. **Unservd Meal Compensation:** The Grantee agrees to compensate the Grantor for all unserved meals. The Alabama Department of Senior Services has issued a policy stating any meal not served to an eligible participant cannot be reimbursed with Title III funds. Therefore, it will be the responsibility of the Grantee to pay the Grantor for all unserved meals.  
  
Invoices for unserved meals will be sent to the Grantee on a monthly basis. Payment is due upon receipt of invoice.
  
7. **Compensation:** The Grantor agrees to pay the Grantee for all reasonable expenses incurred while performing services outlined in this Contract and as agreed upon between the Grantee and the Grantor.
  
8. **Maintenance of Records:** The Grantee shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by the Grantor and the ADSS to assure a proper accounting of all project funds. These records shall be retained for three years from the date of submission of the final expenditure report under this contract. With the exception of employees records, they should be retained permanently and be accessible. The Internal Revenue requires that W-2s and other related tax forms should be maintained for seven years.
  
9. **Indemnification:** The Grantee does hereby agree that it will, to the limits of the Constitution and the laws of the State of Alabama, indemnify and save harmless, Northwest Alabama Council of Local Governments and the Department of Aging Services against any and all liability, loss, damaged, cost or expense resulting from any person suffering any personal injury, death, property loss or damage caused by any office, agent, employee or volunteer of the Grantee.

10. **Audits and Inspections:** During the contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, the Grantor, ADSS and/or the State Examiners or their authorized representatives, shall have the right of access to any books, documents, papers, or other records with respect to all matters covered by this contract in order to make audit examination, excerpts and/or transcripts.
11. **Evaluation:** The Grantee agrees that the Grantor may carry out monitoring and evaluation activities as determined necessary by the Grantor and the ADSS, and that the Grantee will conform to and expeditiously implement the recommendations made as a result of such monitoring and evaluation.
12. **Subcontracts:** None of the work or services covered by this Agreement will be subcontracted without prior written approval of the Grantor.
13. **Civil Rights:** The Grantee must complete an Assurance of Compliance with Title VI of the Civil Rights Act of 1964 (Form HEW-441) attached hereto and made a part of this Agreement (Appendix C).

The Grantee will assure that the project makes no distinction on the grounds of race, color, or national origin 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 agreement.

Specifically, the Grantee must:

- a. Ensure that all services or benefits under this program are provided on a nondiscriminatory basis;
- b. Make available, without distinction on the grounds of race, color, or national origin, the use of any facility, e.g., any room, equipment, office, waiting rooms, rest rooms, restaurant, recreational facilities, or concessions;
- c. Afford opportunities for participation on a non-discriminatory basis in the project as conferees, 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 statement, 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 of Aging Services, the ADSS or the Administration on Aging
- g. Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended. The Grantee hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794). All requirements imposed by the applicable U.S. Department of Health and

Human Services (HHS) regulations (45 CFR Part 84) and all guidelines and interpretations issued pursuant thereto. Section "504" requires, in part, that a site providing services under this or other Federal programs be free of architectural barriers impeding handicapped access to the site, and the Agency agrees to take all necessary steps to ensure that facilities serving the elderly under this program are "barrier-free."

- h. The Grantee is responsible for conducting a self-assessment of facilities serving the elderly to ensure full compliance with Section 504 and to correct any identified deficiencies. The Grantee shall retain on file a copy of the self-assessment regarding handicapped non-discrimination and provide a copy to the Department of Aging Services of any findings and plans for corrective action.

14. **USDA Equal Opportunity Public Notification Policy:** The Grantee agrees to abide by the non-discrimination statement set out below and shall post in full the USDA's Office of Civil Rights issued Departmental Regulation 4300-3, Equal Opportunity Public Notification Policy provided by the Grantor:

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's Target Center at (202) 729-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, Room 326-W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW, Washington DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

15. **Conflict of Interest:** The Grantee shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.
16. **Liability/Insurance:** The Grantee hereby agrees that it will indemnify and save harmless the Department of Aging Services against any and all liability, loss, damage, cost or expenses which may be incurred (1) by reason of any service recipient suffering personal injury, death or property loss or damage either while participating in or receiving services to be furnished under this agreement, (2) by reason of any service recipients causing injury to another person or damage to the property of another person at any time, place, or location or in any matter related to services to be furnished under this grant agreement, (3) by reason of any person suffering any personal injury, death, or property loss or damage caused by any

officer, agent, employee or volunteer of the Grantee, or (4) by reason of any of the aforementioned personnel suffering injury, death or property loss or damage during working hours or at any time, place or location, or in any matter related to services to be furnished under this grant agreement. The Grantee will assure that adequate insurance coverage is maintained with regard to all Older American's Act programs. The liability insurance of the Food Vendor may be jeopardized if any outside food is brought into the center and eaten during the hours the meals program is in effect. The Grantee and the Grantee's employees are liable if this rule is not strictly adhered to and sickness occurs. All participants riding the vans must wear a seatbelt. Anyone refusing to wear a seatbelt shall not be allowed to ride the van. Insurance for all vans is provided by Northwest Alabama Council of Local Governments. Should an accident occur the Grantee must notify the Grantor.

17. **Personnel:** The Grantee represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with the Grantor (unless the employee is a Senior AIDE), other than through this agreement. Staff assigned to this Contract must meet the approval of the Grantor. The Grantor does reserve the right to intervene in personnel matters in circumstances that jeopardize the integrity of the Title III Program, including reassignment of the contract personnel if deemed necessary.
18. **In-service Training, Workshops, Meetings:** The Grantee will ensure that personnel hired under this agreement will participate in all training events sponsored by the NACOLG/Department of Aging Services and the ADSS.
19. **Targeting of Services/Outreach:** The Grantee agrees to target low-income minority individuals and attempt to provide services to satisfy the service needs of low-income individuals of the area.  
The Grantee will ensure Outreach activities designed to seek out and identify older persons (60) years old or older and their spouse) informing them of eligibility requirements and assistance available in the area. Grantee agrees to provide a minimum of 46 hours of Outreach services.
20. **Advisory Council:** The Grantee will ensure that an Advisory Council member, representative of the Senior Center or a representative from the center's local area, be provided to work with the NACOLG/Department of Aging Services in carrying out advisory functions to help further the Agency's mission of developing and coordinating community-based systems of services for all older persons in the PSA, as well as, advising the NACOLG/Department of Aging Services on matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan.
21. **Termination or Suspension of Contracts:** If through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligation under this

Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of the Agreement, or if the grant from the ADSS under this Agreement is terminated by the ADSS, the Grantor shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee 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 Grantor, under this Agreement shall, at the option of the Grantor, become the property of the Grantor and the Grantee shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Agreement. If, through any cause, the Grantee desires to terminate this Agreement, written notice embodying reasons for termination and effective date thereof, shall be submitted to the Grantor at least thirty (30) days prior to termination.

22. **Certification of "Drug-Free" Workplace Requirement:** The Grantee must certify that it will provide a drug-free workplace as outlined in Appendix D.
23. **Americans with Disabilities Clause:** The LESSOR, CONTRACTOR, GRANTEE hereby agrees to indemnify and hold the Northwest Alabama Council of Local Governments/Department of Aging Services harmless from and against any and all liability, loss, damage, cost, and expense, including court cost and attorney fees (whether or not litigation be commenced) of whatever nature or type, that the GRANTEE may suffer, be put to pay or layout by reason of LESSOR's, CONTRACTOR's, GRANTEE's failure to make leased facilities conform to all applicable local, state, and federal building requirements, ordinances, and laws requiring that facilities be accessible to individuals with disabilities for the purpose of employees working in the facility of such individuals attending programs conducted by or through the NACOLG/Department of Aging Services (Appendix E).
24. **Immigration Status:** The Grantee hereby attests that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.
25. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction:** By signing and submitting this Contract, the prospective lower tier participants, as defined in 45 CFR, certify to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  - b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to the contract.

26. **Lobbying:** The Grantee assures that no Federal funds are used by or on its behalf to influence or attempt to influence an officer or employee of any agency in connection with the awarding of any Federal contract, Federal loan or any other matter.

**NORTHWEST ALABAMA COUNCIL OF LOCAL GOVERNMENTS**

**CONTRACT CONDITIONS**

The conditions of this Contract are controlled by funding from the Alabama Department of Senior Services to the Grantor.

Should these funds not be granted to the Northwest Alabama Council of Local Governments, this Contract and all obligations hereunder would then become null and void.

In witness whereof, the Grantor and the Grantee have executed this third party Contract effective October 1, 2018 through September 30, 2019.

\_\_\_\_\_  
Executive Director  
Northwest Alabama Council  
of Local Governments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director  
Department of Aging Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



## Appendix A

### TITLE III SCOPE OF SERVICES

The Grantee shall do, perform and carry out in compliance with Title III guidelines, standards and regulations, and also in a proper and satisfactory manner as determined by the Grantor the services described below for eligible recipients residing in the region.

#### CONGREGATE MEALS:

Grantee shall provide, in compliance with Title III-C-I guidelines and to the approval of the Grantor, the following minimum standards:

1. Provide and maintain Senior Centers in locations easily accessible by seniors.
2. Maintain a minimum daily attendance of 25 at each Senior Center according to the following criteria:
  - a. Persons 60 years of age or older, and their spouse, regardless of age (if accompanied by eligible spouse);
  - b. Disabled persons living with an eligible client;
  - c. Disabled persons living in public, low-income housing where a senior center is located.  
Priority should be given to those in the greatest economic and social need, with particular attention given to low-income, minority individuals.
3. Provide Centers that are sanitary, neat, have access to kitchen and restrooms and meet all requirements as set forth by local health standards and building codes, and meet the approval of the Grantor. To the greatest extent possible, these facilities will be completely accessible to handicapped individuals.
4. Health Department inspections are to be conducted annually and a copy of the inspection sheet maintained in the Senior Center.
5. Provide a center director to work a minimum of four (4) hours each day the center is open. No reimbursement is allowed for additional hours without the prior approval of the NACOLG/Department of Aging Services.

6. Center directors and volunteers must adhere to all food service regulations outlined in the "Alabama Elderly Nutrition Program Guide to Meal Services", and follow guidance from the Alabama Department of Senior Services and the Department of Aging Services pertaining to menu replacement/substitution items, packaging and serving requirements.
7. Maintain a variety of informational programs, educational programs and recreational activities for all interested clients.

### **HOME DELIVERED MEALS:**

Grantee shall provide, in compliance with Title III-C-2 guidelines and to the approval of the Grantor, the following minimum standards:

1. Home delivered meals will be made available to eligible Title III recipients who are confined to their homes due to illness or physical or mental handicap, whose best interests would not be served by attending the congregate centers.
2. Home delivered meals must be packaged at and delivered from a center that is operating a congregate program.
3. To the greatest extent possible, home delivered meals purchased by Title III monies will not exceed 35 percent of the total meal allotment for a given center.
4. The Center Manager will conduct annual evaluations of each homebound client to determine their continued eligibility for Title III-C-2 services.
5. When available, written materials about the various programs conducted at the congregate centers shall be distributed to homebound clients.

### **INFORMATION:**

1. Grantee shall provide an effective system to link people in need of services to the appropriate resources. This system will remain in place Monday through Friday during the Grantee's office hours.
2. Grantee shall develop and maintain, distribute and disseminate information regarding services and opportunities available to older persons.
3. Grantee shall develop and maintain a system for referral and follow-up of individuals found to be in needs of service.

## SERVING DAYS FOR FISCAL YEAR 2018 - 2019

MONTH	SERVING DAYS	STATE HOLIDAYS	ADDITIONAL AAA CLOSING DAYS
October 2018	22	8	0
November 2018	19	12, 22, 23	0
December 2018	15	24, 25, 26, 27, 28, 31	0
January 2019	21	1, 21	0
February 2019	19	18	0
March 2019	21	0	0
April 2019	20	19, 22	0
May 2019	22	27	0
June 2019	19	3	0
July 2019	18	4, 5	1, 2, 3
August 2019	22	0	0
September 2019	20	2	0
	248	20	3

### 20 State Holidays

October 8 <sup>th</sup>	Columbus Day
November 12 <sup>th</sup>	Veterans Day
November 22 <sup>nd</sup> , 23 <sup>rd</sup>	Thanksgiving
December 24 <sup>th</sup> , 25 <sup>th</sup> , 26 <sup>th</sup> , 27 <sup>th</sup> , 28 <sup>th</sup> , 31 <sup>st</sup>	Christmas
January 1 <sup>st</sup>	New Year's Day
January 21 <sup>st</sup>	Martin Luther King Day
February 18 <sup>th</sup>	President's Day
April 19 <sup>th</sup>	Good Friday
April 22 <sup>nd</sup>	Confed. Memorial Day
May 27 <sup>th</sup>	Memorial Day
June 3 <sup>rd</sup>	Jefferson Davis
July 4 <sup>th</sup> , 5 <sup>th</sup>	Observe Independence Day
September 2 <sup>nd</sup>	Labor Day

### 3 Additional Closing Days by NACOLG AAA

July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>

### Appendix C

#### **ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

The Grantee HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, 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; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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 or structure is used for a purpose for which the Federal financial 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. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance.

## Appendix D

### **CERTIFICATION OF DRUG FREE WORKPLACE REQUIREMENTS**

The Grantee certifies that it will provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 45 CFR Part 76, subpart F. All contractors, subcontractors and host agencies must notify the Department of Aging Services in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of a grant or contract funded through the Department of Aging Services, or by any employee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any Contractor, subcontractor and host agency that knowingly fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with the Department of Aging Services provided through the respective program.

Appendix E

**ASSURANCE ON COMPLIANCE WITH THE  
U.S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT**

The Grantee HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Applicant received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Grantor, 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. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in the assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance.