

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY CLERK-TREASURER

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 2025, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract, but

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

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

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

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 Participant), 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

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:

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, 2025 through September 30, 2026.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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

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.

December 2025	17	19, 23-26	29-31
January 2026	20	1, 19	0
February 2026	19	16	0
March 2026	22	0	0
April 2026	20	3, 27	0
May 2026	20	25	0
June 2026	20	1, 19	0
July 2026	21	3	0
August 2026	21	0	0
September 2026	21	7	0
	<hr/>	<hr/>	<hr/>
	240	19	3

**19 STATE HOLIDAYS**

- October 13 Columbus Day
- November 11 Veteran's Day
- November 27-28 Thanksgiving
- December 23-26 Christmas
- January 1 New Year Day
- January 19 MLK Day
- February 16 President's Day
- April 3 Good Friday
- April 27 Confederate Memorial Day
- May 25 Memorial Day
- June 1 Jefferson Davis
- June 19 Juneteenth
- July 3 Independence Day
- September 7 Labor Day

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.

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.

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.

**September 4, 2025**

**To:** Title III Contractors

**From:** Cindy Roberts, AAA Director

Enclosed is your **Title III Contract for FY26**. Please review the document carefully and ensure it is signed and witnessed on **page 7**.

Your timely execution of this contract is essential to continue our shared mission of serving seniors throughout the NACOLG region. The completed contract must be returned to our office **no later than Friday, September 26, 2025**.

**Return to:**

NACOLG

Attn: Aging Services

P.O. Box 2603

Muscle Shoals, AL 35662

If you have any questions or need clarification, please contact me directly at **256-389-0534**.

We appreciate your partnership and look forward to another successful year of service.