

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2023–2024 FOR THE KINGSPORT SENIOR CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on July 18, 2023, the board approved Resolution No.: 2024-041 authorizing the mayor to sign an agreement with First Tennessee Development District's Area Agency on Aging (FTAAAD) which serves as a pass through entity for funding for the Tennessee Commission on Aging and Disability for the Kingsport Senior Center; and

WHEREAS, the city was approved for \$30,810.00 in grant funds at the time; and

WHEREAS, FTAAAD has extra funding available for the Senior Center in the amount of \$25,000.00, which will change the total amount to \$55,810.00; and

WHEREAS, City is required to contribute a 10% match to receive the additional grant funds and the city's matching funds are available in the Kingsport Senior Center operating Budget; and

WHEREAS, staff recommends approving the agreement for the additional funds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an amendment to the agreement with FTAAAD which serves as a pass through entity for funding for the Tennessee Commission on Aging and Disability for the Kingsport Senior Center is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with FTAAAD for the Kingsport Senior Center, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment being generally as follows:

**AMENDMENT 1
OF GRANT CONTRACT 106-24**

This Grant Contract Amendment is made and entered by and between **First Tennessee Development District Area Agency on Aging and Disability** (FTAAAD), hereinafter referred to as the "Agency" and **City of Kingsport, TN - Kingsport Senior Center**, hereinafter referred to as the "Grantee" or "Service Provider." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section A.4.12 is added with the following:

A.4.12. There is a required ten (10%) local match to Title III-B funds and to ARP Title III-B funds.

2. Grant Contract A.7. is added with the following:

A.7. Disease Prevention and Health Promotion (Title III-D) Scope of Services template for use with Sub-contract between Agency and Service Provider/Sub-contractor

1. In using Title III-D funding, (the service provider) shall arrange for the provision of disease prevention and health promotion evidence-based programs approved by any operating division of the federal Health and Human Services. Preferable programs are found at: https://www.ncoa.org/wp-content/uploads/Title-III-D-Highest-Tier-Evidence_Feb.-2017-1.pdf

2. Prior to the implementation of any programs, (the service provider) shall submit to the AAAD for approval the evidence-based program(s) selected. The AAAD shall then submit the evidence-based program(s) selected to the State Unit on Aging (SUA) for their approval.

3. During the contracting year, at least once per quarter, (the service provider) shall maintain and fill out the chart below for each evidence-based program provided that includes: the name of the evidence-based program implemented; the number of sessions required to reach completion with fidelity; the unduplicated number of participants completing the required number of sessions, the number of unduplicated participants who did not complete the required number of sessions; identification of reasons for non-completion; and verification that all trainers are certified to lead the sessions according to the requirements of the program.

4. For any evidence-based programs, (the service provider) shall submit quarterly reports every state FY quarter to the AAAD. This report must include the names of trainers who lead classes/workshops, names of new trainers, and the total number of participants. For workshops with finite number of sessions, this report should also include the start and end dates of the workshops as well as the number of participants in each workshop.

5. Utilizing the information secured through Section 3 above, (the service provider) shall document the participants served in the SUA-approved database or submit the documentation to the AAAD for entering the data into SUA-approved database. If (the service provider) inputs the information requested, they are to use the following chart:

Chart One:

| County | Name of Evidence Based Course | Total Number of Sessions in Each Course | Budgeted Funds |
|--------|-------------------------------|---|----------------|
| | | | |
| | | | |

6. Chart to be completed by (the service provider) during the contracting year for each evidence-based course provided:

Chart Two

| County | Location Where Course was held | Name of Evidence Based Course | Total Number of Sessions in Each Course | Total Number of Enrollees in Course | Unduplicated Number of Enrollees Completing the Required Number of Sessions | Unduplicated Number of Enrollees who Did Not Complete the Required Number of Sessions |
|--------|--------------------------------|-------------------------------|---|-------------------------------------|---|---|
| | | | | | | |

7. There is no match on III-D funds or ARP III-D funds.

8. (The service provider) shall submit, via email to the AAAD fiscal manager, a monthly invoice on or before the 10th day of the month for the preceding month.

3. Grant Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of the Agency under this Grant Contract exceed Fifty-Five Thousand and Eight Hundred Ten Dollars (\$55,810.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

4. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION IV. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 16th day of January, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY