

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 16, 2024, the board approved Resolution No.: 2025-020 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 operational and transportation funding for the Kingsport Senior Center; and

WHEREAS, the city was approved for \$29,780.00 in grant funds for FY25; and

WHEREAS, instead of issuing new grant agreements for FY26, FTAAAD desires to amend the agreement for FY25 to award additional funding in the amount of \$30,050.00 and to extend the terms through June 30, 2026; 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 amendment to the agreement with FTAAAD 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, to award additional funding in the amount of \$30,050 and to exceed the terms through June 30, 2026 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 106-25

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. The following is inserted as Grant Contract Section A.6.:

a. 6. The Grantee shall be responsible for complying with all requirements established in both Titles 52, and 68. The Grantee shall also be responsible for verifying through the State of Tennessee websites or other appropriate databases that any individual having direct contact with or direct responsibility for persons receiving services under this Grant Contract on behalf of Grantee, including but not limited to, all of the Grantees employees, subcontractors and volunteers, regardless of hire date, are not listed on:

b. The Tennessee Department of Health Elderly or Vulnerable Abuse Registry. The Department of Health pursuant to Tennessee Code Annotated (TCA) § 6811-1001, *et seq.*, maintains this registry for individuals substantiated for abuse, neglect, mistreatment, and exploitation of vulnerable persons, which includes persons with intellectual disabilities. The law contains all pertinent provisions for notice to individuals and procedures for an administrative appeal before any registry placement;

c. The Tennessee Sexual Offender List. The Tennessee Sexual Offender List is maintained pursuant to TCA § 40-39-201, *et seq.*, and provides a list of individuals convicted by a court of law of sexual offenses in Tennessee or who have been judicially determined to have some other sort of qualifying condition. Such sexual offenses are contained in the law and in TCA, Title 39 of the state criminal code; and,

d. State of Tennessee, Department of Disability and Aging's (DDA) Substantiated Investigations Records Inquiry ("SIRI") database. SIRI contains information about persons who have been substantiated at the Class I level for abuse, neglect, misappropriation of property of, or exploitation of, a vulnerable person; or who have three (3) or more Class II substantiations in separate investigations for incidents occurring or discovered within a twenty-four (24) month period, whether or not the substantiation(s) resulted in a referral for placement on the State's Abuse Registry. No substantiated perpetrator's

name will appear on the SIRI unless that person has been first afforded an opportunity to exercise his/her due process rights to challenge the substantiation(s) pursuant to DDA Rules 0465-03-.01, *et seq.*

2. Grant Contract Section B.1. is deleted in its entirety and replaced with the following:

2.1. This Grant Contract shall be effective for the period beginning on **7/1/2025** ("Effective Date") and ending on **6/30/2026** ("Term"). The Agency shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

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 Twenty-Nine Thousand Seven Hundred Eighty Dollars (\$29,780.00) for Agency Fiscal Year ("FY") 2025 and Thirty Thousand Fifty Dollars (\$30,050.00) for FY 2026 with a contract total of Fifty-Nine Thousand Eight Hundred Thirty Dollars (\$59,830.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is for FY 2026 is 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. The following is inserted as Grant Contract Section D.36.:

D.36. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Agency a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the Agency, the Contractor may submit one attestation that applies to all contracts with the Agency. All Contractor attestations shall be maintained by the Contractor and made available to Agency officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to Agency officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Agency.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide

services under the Contract.

5. Grant Contract Attachment A attached hereto is added as new attachment.

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 15th day of July, 2025

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY