



Board of Aldermen Request for Action

MEETING DATE: 11/18/2025

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1527 – Agreement with Clay County Senior Services – Grant Funding

REQUESTED BOARD ACTION

A motion to approve Resolution 1527, authorizing and directing the Mayor to enter into an agreement with Clay County Senior Services for grant funding to provide senior services.

SUMMARY

The City has applied for the 2026 Funding Renewal Application for the Smithville Senior Center through Clay County Senior Services (CCSS) for the fiscal year 2026.

The City applies for a CCSS grant each year to help cover expenses for the Senior Center, including meals, supplies, paper goods, program costs, fitness activities, and personnel costs. Since 2013, the City has received funding from CCSS, including \$68,000 awarded for fiscal year 2025, with \$60,000 allocated for senior supplies and personnel, and \$8,000 for fitness programs. For fiscal year 2026, the operating budget includes a total allocation of \$100,000 for Senior Services. The City requested \$77,000 from CCSS and plans to cover the remaining \$23,000, which represents 23% of the total costs.

The City requested an increase in the grant for Senior Center Supplies and Personnel, raising it from \$60,000 to \$69,000. This increase is necessary to cover anticipated expenses for meals, supplies, paper goods, program costs, and personnel, enabling us to maintain our expanded offering of five meals per week that began on February 1, 2025. There was no requested increase for senior fitness, as there is no current need for additional funds in that area.

CCSS officially awarded the City of Smithville \$66,000 to cover Senior Center equipment, supplies, and personnel costs, as well as \$8,000 for fitness, for a total of \$74,000. This amount is \$3,000 less than initially requested. After consulting with the Finance Department, we will monitor expenses throughout the year and communicate with CCSS if additional funds become available near year's end. Please see the breakout below:

Program Amount

Senior Center Equipment/Supplies	\$27,920
Senior Services Personnel	\$38,080
Fitness Instructors/Equipment	<u>\$ 8,000</u>
Total	\$74,000

PREVIOUS ACTION

CCSS contacts have been approved by the Board of Aldermen since 2013.

POLICY ISSUE

N/A

FINANCIAL CONSIDERATIONS

The FY2026 Budget includes \$100,000, which should cover Senior Center operational and programming expenses. The CCSS grant funding provides revenues to cover the majority of these expenditures.

ATTACHMENTS

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☒ Contract

☐ Plans

☐ Minutes

RESOLUTION 1527

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CLAY COUNTY SENIOR SERVICES FOR GRANT FUNDING TO PROVIDE SENIOR SERVICES

WHEREAS, the City of Smithville desires to offer senior services at the Smithville Senior Center; and

WHEREAS, the City of Smithville has applied for a 2026 funding renewal application to fund the senior center meals, supplies, paper goods, program costs, fitness and personnel; and

WHEREAS, the City of Smithville has received funding from Clay County Senior Services since 2013; and

WHEREAS, the City of Smithville was awarded \$74,000 from Clay County Senior Services for meals, supplies, paper goods, program costs, fitness, and personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI

THAT the agreement with Clay County Senior Services for grant funding to provide senior services, in substantially the form attached hereto as **Exhibit A**, incorporated into this Resolution as if fully set forth herein, is approved.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 18th day of November 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



CONTRACT AGREEMENT

THIS AGREEMENT, effective as of **January 1, 2026** by and between **City of Smithville**, (hereinafter referred to as “Contractor”) and Clay County Senior Citizens’ Service Board Fund-DBA Clay County Senior Services, a governmental entity (hereinafter referred to as “CCSS”), with offices located at 4444 N. Belleview, Suite 110, Gladstone, Missouri 64116.

WITNESSETH:

WHEREAS, the Board of Directors of CCSS has been duly appointed pursuant to R.S.Mo. 67.993 to control and manage the Senior Citizens Tax Fund and use said fund to provide programs to improve the health, nutrition, and quality of life of Clay County residents sixty years of age or older; and

WHEREAS, CCSS seeks to fulfill this purpose by contracting with independent providers of service to serve eligible recipients; and

WHEREAS, Contractor desires to assist CCSS in this endeavor; and

WHEREAS, Contractor warrants that it is capable and will provide the services included in this Agreement at an agreed upon rate.

NOW THEREFORE, the parties hereto agree as follows:

1. **Services of Contractor:** CCSS hereby agrees to engage Contractor and Contractor hereby agrees to perform the services as set forth in this agreement.
2. **Time of Performance:** The services of Contractor are to commence on January 1, 2026 and shall be completed by December 31, 2026 unless this Agreement is terminated pursuant to the terms of this Agreement as hereinafter provided.
3. **Scope and Location of Services:** Contractor shall provide and carry out to the satisfaction of CCSS the services of activities related to the City of Smithville as specified in the Contractor’s proposal and approved by CCSS as well as the specifications in this Agreement as described below:
 - A. **Smithville Senior Center**
 1. Support the operations of Smithville Senior Center five days per week;
 2. Provide nutritious, congregate meals;

3. Provide fitness programs, educational programs, socialization opportunities, entertainment, and a resource for additional community resources;
4. Contractor agrees that any event publications or brochures should list Clay County Senior Services as a partner or funder with CCSS's logo included on the promotional material;
5. Contractor agrees to notify CCSS in writing or by email to the CCSS Executive Director of all outreach activities to include but not be limited to senior center events, classes and presentations so that CCSS can assist in making referrals;
6. Total Compensation for this program shall not exceed **twenty-seven thousand nine hundred twenty and 00/100 (\$27,920.00)**. CCSS shall prepare an invoice for the first quarter payment for funds to be paid to the Contractor in January of the Contract year.
 - a) The Contractor shall be paid one-fourth the total amount each quarter.
 - b) Contractor shall provide a report each quarter on the form as provided by CCSS. The Quarter Reports shall be due as follows along with an invoice provided by CCSS requesting funds. CCSS shall make payment to the Contractor upon receipt of both items. The 4th Quarter Report will not include an invoice requesting funds.
 - 1st Quarter Report due by April 10, 2026
 - 2nd Quarter Report due by July 10, 2026
 - 3rd Quarter Report due by October 10, 2026
 - 4th Quarter Report & Year End Report due by January 10, 2027

B. Senior Services Personnel

1. CCSS agrees to provide funds for part-time personnel to develop and manage programs, perform community outreach, coordinate volunteers, provide facility oversight, perform data collection and reporting and to provide advocacy and support of older adults;
2. Contractor's staff shall be familiar with all of CCSS's programs to make appropriate referrals as necessary;
3. Total compensation for this program shall not exceed **thirty-eight thousand eighty and 00/100 dollars (\$38,080.00)**.
 - a) The Contractor shall be paid one-fourth the total amount each quarter.
 - b) Contractor shall provide a report each quarter on the form as provided by CCSS. The Quarter Reports shall be due as follows along with an invoice provided by CCSS requesting funds. CCSS shall make payment to the Contractor upon receipt of both items. The 4th Quarter Report will not include an invoice requesting funds.
 - 1st Quarter Report due by April 10, 2026
 - 2nd Quarter Report due by July 10, 2026
 - 3rd Quarter Report due by October 10, 2026
 - 4th Quarter Report & Year End Report due by January 10, 2027

C. Fitness Instructors and Class Equipment

1. CCSS agrees to provide funds to the Contractor for health, wellness and exercise opportunities to be provided through the Contractor's exercise facility as named in Contractor's proposal and as approved by CCSS.
 2. CCSS will provide funds in an amount not to exceed **eight thousand dollars and 00/100 (\$8,000.00)** to reimburse the Contractor for "class instructors" who provide classes and instruction to Clay County seniors age 60 and older and equipment to execute these classes.
 - a) Contractor's invoice for reimbursement of instructor funds shall include the following information regarding these classes: Name of instructor, name of class provided, dates of classes, number of sessions held for each class, total number of participants, and amount paid to instructor.
 - b) Contractor's invoice for reimbursement of class equipment shall include the following information: Type of equipment and cost.
 - c) Contractor agrees to handle the collection of all registrations and fees.
 - d) Contractor agrees to prepare and provide invoices to CCSS on a quarterly basis. However, the final invoice shall be provided to CCSS no later than **December 10, 2026**.
4. **Compensation:** Contractor and CCSS expressly agree that in no event shall the total compensation and reimbursement paid hereunder exceed **seventy-four thousand dollars and 00/100 (\$74,000.00)**, which represents the amount expressly accepted and approved in writing by CCSS, notwithstanding any higher amounts originally proposed by Contractor. The Amounts agreed to are as follows:

<u>Program</u>	<u>Amount</u>
Senior Center Equipment/Supplies	\$27,920.00
Senior Services Personnel	\$38,080.00
Fitness Instructors/Equipment	<u>\$ 8,000.00</u>
Total	\$74,000.00

5. **Monitoring of Total Expenditures:** Contractor shall be responsible for monitoring the total expenditures of the funds so as not to exceed the designated amount as allocated for the contract year.

6. **Program Activities:** Program Contractor agrees to provide to CCSS information regarding any program promotional activities and events during the previous quarter with dates and locations along with copies of flyers, brochures, and articles provided. In addition, Contractor shall provide to CCSS five (5) copies of any printed information or materials the Contractor may develop regarding membership and exercise class opportunities for seniors at their facility.

7. **Promotional Material:** Contractor agrees that for any events related to the subject of this Contract Agreement it shall list CCSS as a partner or funder with CCSS's logo included on the promotional materials to include but not be limited to: flyers, brochures, catalogs, social media sites and websites.

8. **License and Certification Requirements:** Contractor represents and shall warrant, it has current all the required applicable licenses and certifications or registrations as mandated by any state or local government body or board prior to the commencement of work as outlined in this Agreement.

9. **Indemnity/Insurance:** Contractors shall indemnify and hold harmless the officers, agents and employees of CCSS from and against any and all actions, claims, demands, costs which may be asserted or incurred by Contractor's failure to perform obligations under this agreement.

10. **W-9 Form:** The Contractor must provide CCSS a completed W-9 form with a correct and current Employer Identification Number (EIN) and current address; otherwise, CCSS is required to withhold 28 percent of all Contractor's earnings per IRS regulations. It is the Contractor's responsibility to provide to CCSS the W-9 Form to insure prompt payment. Once the Contractor has submitted a W-9 Form, CCSS will keep it on file. Contractor does not need to provide another W-9 form unless there is a change in the required information. It is the Contractor's responsibility to provide CCSS with an up-to-date W-9 form should any of the information change so that CCSS always has a current form on file.

11. **Abuse & Neglect Policy:** Contractor's staff and volunteers shall be trained to recognize situations of possible abuse, neglect, exploitation, or likelihood of serious physical harm involving older persons. Conditions or circumstances which place the older person or household in the likelihood of serious physical harm shall be immediately reported to the State Elder Abuse Hotline: 1-800-392-0210.

12. **Drug-Free Workplace:** The Contractor warrants that it is knowledgeable of and in compliance with the requirements of the Drug-Free Workplace Act.

13. **Non-Discriminatory Policy:** Contractor shall not, with respect to its own employment practices or the provision of its services, in any way directly or indirectly discriminate against any person because of age, race, color, national origin, citizenship, disability, gender, gender identity or expression, sexual orientation, military status, religious creed or any other characteristic or status protected by law. Contractor agrees that it will comply with all applicable civil rights laws.

14. **Quality Assurance & Grievance:** At least once a year, Contractor is required to survey its service recipients to determine their level of satisfaction with the services being provided. CCSS shall provide some survey questions under separate cover to be incorporated into the Contractor's survey to assist in the best measure of client satisfaction and feedback. Contractor shall summarize the survey results in writing and provide the summary to CCSS no later than **September 1 of the contract year.** Contractors shall establish written procedures which

provide a system through which service recipients may present grievances concerning the operation of the service program and provide each service recipient with such written information regarding the availability of such procedures.

15. **Determination of Client Eligibility:** Contractor is responsible for determining that each client meets each program's specific eligibility criteria as established by CCSS.

16. **Required Reports and Invoices:** Contractor is required to provide an invoice and report on activities and each service provided as indicated in each Contractor's agreement. When applicable, CCSS shall provide the program report form that shall include the frequency of reports and the due date of each report and invoice.

17. **Unused Funds:** At the end of the contract period, the Contractor may be required to return to CCSS all unused funds. In the event of termination of the contract by either party, the Contractor shall be required to return all unused funds and repay any funds that may not have been expended in accordance with this Agreement.

18. **Internal Audit:** CCSS may, but it is not required, to conduct an annual audit of the Contractor as part of CCSS's Quality Assurance Program. CCSS shall have the right, upon reasonable prior notice and at reasonable times and places during the term of this Agreement and for one year following termination of this Agreement, to review the books and records of the Contractor solely for the purpose of determining Contractor's compliance with its obligations herein.

19. **Project Manager:** Contractor shall name a project manager who shall represent Contractor in the performance of this Agreement. Contractor shall notify CCSS of such project manager's name within thirty (30) days of the beginning of the contract period, or in the event of a change of the project manager, CCSS shall be notified immediately.

20. **Subcontracts:** None of the service work covered by this Agreement shall be subcontracted by Contractor without the prior knowledge and written approval of CCSS. Contractors approved to provide subcontract services under this Agreement shall furnish CCSS within ten (10) days of the execution of this Agreement, a current list of all subcontractors and any changes made thereto. Subcontractors must incorporate applicable requirements set forth in this Agreement.

21. **Governing Law:** This Agreement shall be governed and interpreted according to the laws of the State of Missouri.

22. **Attorney Fees:** Should any litigation be commenced between the parties concerning this Agreement or either party's performance under this Agreement, or the rights and duties of the parties involved, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover a reasonable sum for reimbursement of attorney fees which shall be determined by the court in such litigation. A separate action may be brought for that purpose.

23. **Notice of Termination:** Either party may terminate this Agreement by providing notification of termination. Notification of termination shall be provided in writing and must be mailed at least ninety (90) days in advance of the intended termination date and served by certified mail to the business address set forth below.

24. **Right to Cure:** In the event the Contractor is not performing the required services in an appropriate manner and in accordance with this Agreement, then CCSS shall provide notice to the Contractor with a thirty (30) day right-to-cure. If the Contractor does not correct its action(s) within the thirty (30) days, CCSS may immediately terminate the contract. Furthermore, if the Contractor fails, refuses or neglects to comply with the provisions of this Agreement then such failure may be deemed a total breach of this contract and this contract may be immediately terminated, canceled, or suspended in whole or in part without providing the Contractor a right to cure.

25. **Notices:** All notices provided herein shall be in written form, either delivered personally or by certified mail, return receipt requested; to the last known address of the party to who notice is directed. Notice shall be deemed effective three (3) days following the date of mailing.

26. **Miscellaneous:** This Agreement and its attached exhibits represent the entire agreement of the parties hereto and supersedes all prior understandings and agreements, oral and written, regarding the subject matter hereof. This Agreement may not be amended except by written agreement signed by both parties hereto

27. **Execution:** This Agreement may be executed in counterparts (including, without limitation, by facsimile, electronic or digital signature), each of which shall be deemed an original all of which, collectively, shall constitute one original document. A party signing by facsimile, electronic or digital signature shall forward to the other party the original execution page if requested by the other party.

(continue to next page for signatures)

IN WITNESS WHEREOF, CCSS and Contractor have executed this Agreement as of the date first written above.

Contractor:

City of Smithville

113 W. Main

Smithville, MO 64089

CCSS:

Clay County Senior Services

4444 N. Belleview, Suite 110

Gladstone, MO 64116

By: _____

Damien Boley

By: _____

Tina Uridge (Date)
Executive Director

Signature

By: _____

Board Officer (Date)

Mayor

Date: November 18, 2025