



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1286, Approval of a contract with Clay County Senior Services for Grant Funding for Senior Services

REQUESTED BOARD ACTION:

A motion to approve Resolution 1286, authorizing and directing the Mayor to enter into an agreement with Clay County Senior Services for grant funding for the purpose of providing senior services.

SUMMARY:

Clay County Senior Services has provided grant funding for Senior Center services to the City since 2013. The original agreement allocated a funding amount of \$250,000 from Clay County Senior Services on behalf of the Smithville Senior Citizen Center to be used towards the "renovations/rent" of the building. The Clay County Senior Services funding was provided in two \$125,000 payments received in October 2013 and April 2014. Since then, the City has resubmitted for grant funding each year to operations costs to cover lunches and senior center expenses. The grant does not cover insurance, utilities, repairs and maintenance to the building, WIFI, or janitorial services. In 2024 we were awarded \$ \$21,050.

In 2020 the City started offering Senior Fitness classes at the Senior Center after we were awarded a \$5,000 fitness grant from Clay County Senior Services. The City offers three classes a week in the morning. Currently, our Monday and Friday classes have seen an impressive turnout, with an average attendance of 25-30 members. In 2024 we were awarded \$8,000. The additional funding will primarily be allocated to cover the costs of class instructors, the procurement of necessary equipment and supplies, and fitness instructor pay increases.

In June 2023, City Officials, Senior Board Representatives, and Clay County Senior Services convened to enhance services for the elderly population in the City of Smithville. Following these discussions, it has been determined that it is in the community's best interest to appoint a part-time Senior Services Coordinator. This individual would play a pivotal role in various aspects including program development and management, community outreach, volunteer coordination, facility oversight, data collection and reporting, as well as advocacy and support. Both the community and the city concur that this position is essential to customize services, improve the quality of life for seniors, and serve as a valuable community asset. The Senior Services Coordinator will be supervised by the Parks and Recreation Department. Following these discussions, the City was approved to increase our grant with Clay County Senior Services for the 2024 season by \$25,000 to cover the cost of the part-time position.

In total, Clay County Senior Services is awarding the City \$54,050 for Senior Services. There is no match needed by the City.

The amounts agreed to are as follows:

-Smithville Senior Center	\$21,050
-Senior Services Coordinator	\$25,000
-Fitness Instructors/Equipment	\$ 8,000
Total:	\$54,050

PREVIOUS ACTION:

POLICY OBJECTIVE:

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FINANCIAL CONSIDERATIONS:

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ATTACHMENTS:

- ☐ Ordinance
- ☒ Resolution
- ☐ Staff Report
- ☐ Other:

- ☒ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1286

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

WHEREAS, the City of Smithville has a desire to provide senior services to community members; and,

WHEREAS, the ongoing need of the senior services programs can be fulfilled by grant funding through Clay County Senior Services; and,

WHEREAS, Clay County Senior Services can provide funding and resources to the City to be successful; and,

WHEREAS, the City and Clay County Senior Services desire to enter into an agreement for Clay County Senior Services to provide grant funding for senior services.

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

THAT the Board authorizes the Mayor to sign the agreement with Clay County Senior Services for grant funding for the purpose of providing senior services in the amount of \$54,050.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of November 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



CONTRACT AGREEMENT

THIS AGREEMENT, effective as of **January 1, 2024** 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. Bellevue, 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, 2024 and shall be completed by December 31, 2024 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 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 three days per week;
 2. Provide recreation before and after meals including exercise and educational programs;
 3. Contractor agrees to notify the CCSS Executive Director in writing 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;

4. Total compensation for this program shall not exceed **Twenty-One Thousand Fifty Dollars (\$21,050.00)**. A payment of **Five Thousand Two Hundred Sixty-Two Dollars and Fifty Cents (\$5,262.50)** shall be made to the Contractor by CCSS each quarter.

B. Senior Services Coordinator

1. To fund a part-time employee 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. 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 **Twenty-Five Thousand Dollars (\$25,000.00)**. A payment of **Six Thousand Two Hundred Fifty Dollars (\$6,250.00)** shall be made to the Contractor by CCSS each quarter, following the first date of employment.

C. Fitness Instructors and Class Equipment

1. To provide instructors for health, wellness and exercise programs to be provided through the Contractor's facility and as approved by CCSS.
 2. Total compensation for this program shall not exceed **Eight Thousand Dollars (\$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, 2024**.
4. **Compensation:** Contractor and CCSS expressly agree that in no event shall the total compensation and reimbursement paid hereunder exceed **Fifty-Four Thousand Fifty Dollars (\$54,050.00)** as set forth by Contractor's proposal and accepted by CCSS.

- A. For the Smithville Senior Center and Senior Services Coordinator, Contractor shall be paid one-fourth the total amount each quarter. CCSS shall initiate the first payment in January of the Contract year (with the exception of the Senior Services Coordinator, which shall be after first date of employment). Thereafter, each payment shall be made by CCSS upon receipt of an invoice and a quarterly report as prepared by the Contractor and submitted to CCSS. The 4th Quarter Report shall not include an invoice requesting funds.

1st Quarter Report due by April 10, 2024

2nd Quarter Report due by July 10, 2024

3rd Quarter Report due by October 10, 2024

4th Quarter Report & Year End Report due by January 10, 2025

- B. For the Fitness Instructors and Class Equipment 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, 2024.
1. 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.
 2. 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/or exercise class opportunities for seniors at their facility.

C. The amounts agreed to are as follows:

<u>Program</u>	<u>Amount</u>
Smithville Senior Center	\$21,050.00
Senior Services Coordinator	\$25,000.00
<u>Fitness Instructors/Equipment</u>	\$ 8,000.00
Total	\$54,050.00

- 5. 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.
- 6. 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.

7. **Indemnity/Insurance:** Contractor 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. Contractor agrees to maintain comprehensive general public liability insurance, personal injury liability, and broad form contractual liability, with minimum limits of coverage in the amount of not less than \$500,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate limit. *Contractor shall provide a certificate as proof of such insurance to CCSS within fifteen days of execution of this agreement and, thereafter, maintain a current certificate with CCSS at all times.*
8. **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.
9. **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.
10. **Drug-Free Workplace:** The Contractor warrants that it is knowledgeable of and in compliance with the requirements of the Drug-Free Workplace Act.
11. **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.
12. **Determination of Client Eligibility:** Contractor is responsible for determining that each client meets each program's specific eligibility criteria as established by CCSS.
13. **Required Reports and Invoices:** Contractor is required to provide an invoice and report on activities and each service provided as indicated in each provider's contract 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.

14. **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.
15. **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 Project Manager, CCSS shall be notified immediately.
16. **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.
17. **Governing Law:** This Agreement shall be governed and interpreted according to the laws of the State of Missouri.
18. **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.
19. **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.
20. **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.
21. **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's 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, should the Contractor fail to maintain applicable licenses and

22. **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.
23. **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.
24. **Assignment:** Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
25. **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 and 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.

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