

## **RESOLUTION NO. 216**

### **A RESOLUTION AUTHORIZING MOUNT CARMEL/HAWKINS COUNTY SENIOR CITIZENS' CENTER, INC. FUNDING AGREEMENT.**

**WHEREAS**, the fiscal year 2000/2001 General Fund Budget has appropriated certain funds to provide financial assistance to the Mount Carmel/Hawkins County Senior Citizens' Center, Inc.; and

**WHEREAS**, Mount Carmel Municipal Code § 1-202 authorizes the Mayor to enter into contracts; and

**WHEREAS**, the Town of Mount Carmel wishes to enter into a funding agreement with the Mount Carmel/Hawkins County Senior Citizens' Center, Inc.; and

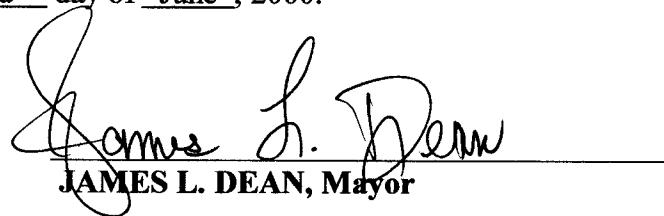
**WHEREAS**, it is in the best interest of the citizens of the Town of Mount Carmel, Tennessee, to provide such funding.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:**

**SECTION I.** The Mayor for the Town of Mount Carmel, Tennessee, is authorized to execute on behalf of the Town the Funding Agreement attached hereto as Exhibit A; and

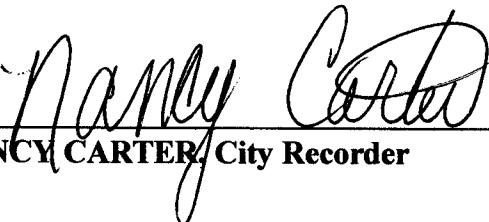
**SECTION II.** This Resolution shall take effect upon its passage as the law requires.

**A D O P T E D** this the 22nd day of June, 2000.

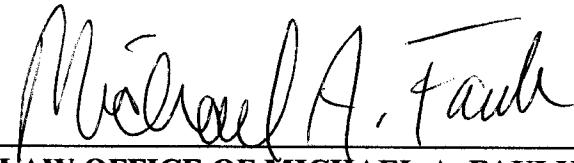


JAMES L. DEAN, Mayor

ATTEST:

  
NANCY CARTER, City Recorder

APPROVED AS TO FORM:

  
LAW OFFICE OF MICHAEL A. FAULK

FIRST READING	AYES	NAYS	OTHER
Henry Bailey	X		
Eugene Christian	X		
James Dean, Mayor			X
Gary Lawson	X		
George Pierce	X		
Thomas Wheeler	X		
Carl Wolfe	X		
<b>TOTALS</b>	<b>6</b>		<b>1</b>

PASSED UPON READING: June 22, 2000

## AGREEMENT

Between

THE TOWN OF MOUNT CARMEL, TENNESSEE

and

MT. CARMEL - HAWKINS COUNTY SENIOR CITIZENS' CENTER, INC.

---

## FUNDING AGREEMENT

---

THIS AGREEMENT made and entered into as of this 22 day of JUNE 2000, 2000, by and between the Town of Mount Carmel, hereinafter called "TOWN", and the Mt. Carmel-Hawkins County Senior Citizens' Center, Inc., hereinafter called "SENIOR CENTER".

### WITNESSETH:

WHEREAS, SENIOR CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §6-54-111 and §48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, TOWN is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organization, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SENIOR CENTER has requested financial assistance pursuant to said Sections which TOWN has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a senior citizens center for senior citizens in the Mount Carmel area and to state the terms and conditions upon which financial assistance will be provided by TOWN and the manner in which the project will be carried out by SENIOR CENTER.

*Final Approved Draft*

**2. DESCRIPTION OF THE PROJECT.**

SENIOR CENTER agrees to perform the following:

- A. Information and Referral as described in the Tennessee Commission on Agency Services Description
- B. Outreach as described in the Tennessee Commission on Agency Services Description
- C. Education as described in the Tennessee Commission on Agency Services Description
- D. Health Screening (activities) as described in the Tennessee Commission on Agency Services Description
- E. Physical Fitness as described in the Tennessee Commission on Agency Services Description
- F. Recreation as described in the Tennessee Commission on Agency Services Description
- G. Telephone Reassurance as described in the Tennessee Commission on Agency Services Description
- H. Visiting as described in the Tennessee Commission on Agency Services Description

**3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by TOWN to SENIOR CENTER under this Agreement shall not exceed FIFTEEN THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS (\$15,525.00) without additional express appropriation by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee.

**4. REQUEST FOR REIMBURSEMENT.** SENIOR CENTER shall request reimbursement from TOWN on a quarterly basis using forms and procedures specified by TOWN, by certified statement of the actual expenses incurred or the purpose for which the advance is requested.

**5. REIMBURSEMENT BY TOWN.** TOWN will honor all requests for reimbursement of monies expended in the performance of the services set forth in Paragraph 2 of this agreement; for the cost of the general liability insurance required by the lease agreement of even date between the parties; and no other purpose without the written authorization of TOWN, up to the amount stated in paragraph 3 provided that SENIOR CENTER is

*Final Approved Draft*

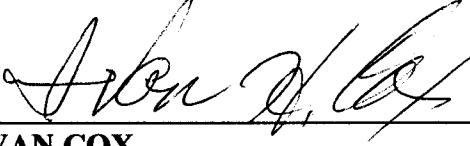
complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section shall not constitute a final determination by TOWN of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** The final determination of the amount, not to exceed FIFTEEN THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS (\$15,525.00), subject to reimbursement under the terms of this Agreement shall be based on an audit conducted by or acceptable to TOWN. All records shall be retained for this purpose for a period of not less than three years. Subsequent to the close of SENIOR CENTER fiscal year for which operating assistance is provided, SENIOR CENTER shall furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which shall include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for SENIOR CENTER fiscal year.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SENIOR CENTER shall establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SENIOR CENTER further agrees to submit to TOWN a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLetting.** SENIOR CENTER shall not assign any rights to funds without prior written authorization from TOWN.
10. **TERMINATION.** This agreement may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of such termination. In the event of termination, SENIOR CENTER shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SENIOR CENTER shall immediately notify TOWN of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SENIOR CENTER hereby assures TOWN that SENIOR CENTER is legally entitled to funds from TOWN.
13. **OPERATING INFORMATION.** SENIOR CENTER will provide any relevant information requested by TOWN concerning SENIOR CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. **PROJECT TERM.** TOWN and SENIOR CENTER have previously agreed that the project term for this contract is from July 1, 2000 to June 30, 2001. Accordingly, funds allocated by TOWN to SENIOR CENTER can be used to reimburse SENIOR CENTER for eligible project expenses beginning on July 1, 2000. In no event shall TOWN participate in project expenses incurred after June 30, 2001.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**MOUNT CARMEL-HAWKINS COUNTY  
SENIOR CITIZENS CENTER, INC.**

  
**IVAN COX**  
Authorized Representative

**TOWN OF MOUNT CARMEL**

  
**JAMES L. DEAN**  
Mayor

ATTEST:

  
**NANCY CARTER**  
Recorder

APPROVED AS TO FORM:

  
**LAW OFFICE OF MICHAEL A. FAULK**