RESOLUTION - ACTION REQUESTED 2014-317

MEETING: July 8, 2014

TO: The Board of Supervisors

FROM: Terri Peresan, Community Services Director

RE: Amended Agreement with Coulter Cafe

RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the Agreement Between Mariposa County Community Services and Janelle Danel, Dba Coulter Cafe, Authorize the Board of Supervisors Chair to Sign the Amendment, and Approve Budget Action Transferring Funds Between Veterans, C-1 Congregate to the C-1 Restaurant Program to Offset the Additional Expenses Incurred.

The Title III C-1 Restaurant Program meals served to north county seniors by the Coulter Cafe have surpassed the original agreement amount of 1,950. An additional $1,444 is needed to cover the estimated 175 meal overage count. There are sufficient funds available in the department’s budgets.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 23, 2013, Resolution 2013-154, the Board approved the Agreement with the Coulter Cafe to provide services for the Area 12 Agency on Aging’s Title III C-1 Restaurant program operating in North County Mariposa effective July 1, 2013, for fiscal year 2013-14. This Amended Agreement will increase the total maximum number of meals served to 2,125 and increase the total maximum reimbursement to Coulter Cafe to $17,532.

The Board has approved past amended agreements presented by the Department of Community Services when necessary to continue meal services to seniors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
Appropriations in the Senior Nutrition Fund are being transferred between the Veterans, C-1 Congregate to the C-1 Restaurant Senior Nutrition programs to offset the overage of meals served in the Senior Restaurant program.

ATTACHMENTS:
Contract for Svs-- Coulter Cafe AM FORM (DOC)
Budget Action Amended Agreement (XLS)
Exhibit A--Original Agreement Coulter Cafe (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: John Carrier, District V Supervisor
SECONDER: Janet Bibby, District III Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier
# BUDGET ACTION FORM

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| TOTALS | $1,444 | $1,444 |

## TRANSFER BETWEEN FUNDS

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| TOTALS | 544     | 544     |

**ACTION REQUESTED:** (Check all that apply)

- Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies

- Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

**JUSTIFICATION:** Appropriation changes to Sr. Nutrition & Veterans programs for Amended Agreement.

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**DEPT HEAD SIGNATURE**

**DATE** 06/27/14

**APPROVED BY RES NO.** 14-317

**CLERK** 7-8-14

**DEPARTMENT** Community Services

**AUDITOR'S USE ONLY**

**BA #**

Budget Revision Form Revised 07/2000
MARIPOSA COUNTY
DEPARTMENT OF COMMUNITY SERVICES
AMENDMENT

THIS AMENDMENT is made and entered into this 1st day of June, 2014, by and between the County of Mariposa, Department of Community Services, a political subdivision of the State of California, hereinafter referred to as "County," and Janelle Danel, Owner DBA Coulter Café, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor have heretofore entered into a Contract effective July 1, 2013, dated wherein Contractor agreed to provide hot meals for the Mariposa County Department of Community Services’ Senior Nutrition Program at the Coulter Café in Coulterville, California, to eligible participants, age Sixty (60) years and over; and

WHEREAS, County and Contractor desire to amend said Contract to change the number of meals served and the maximum amount of compensation be provided to Contractor;

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 8, "BILLING," is hereby amended to provide that an additional $1,444.00 will be added to the original contract price of $16,088.00, making the total compensation paid to Contractor the not to exceed amount of $17,532.00. An annual maximum number of 2,125 meals shall be provided to eligible participants, age Sixty (60) years of Mariposa County.

2. Except as herein amended, the agreement dated July 1, 2014 shall remain in full force and effect. See Exhibit A.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on
the date first above written.

COUNTY OF MARIPOSA:

KEVIN CANN, CHAIRMAN
Mariposa County Board of Supervisors

CONTRACTOR:

JANELLE DANIEL, OWNER
DBA Coulter Cafe

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

ACCOUNT DATA:
AGREEMENT FOR SENIOR NUTRITION PROGRAM

THIS AGREEMENT is effective July 1, 2013, regardless of date of execution, by and between the County of Mariposa, hereinafter referred to as "County", and Janelle Danel, Owner, dba Coulter Café, hereinafter referred to as "Provider". In consideration of the mutual promises and covenants herein, County and Provider agree as follows:

Provider agrees to provide hot meals for the Mariposa County Department of Community Services' Senior Nutrition Program at the Coulter Café in Coulterville, California, to eligible participants, age Sixty (60) and over, and their spouse, regardless of age. Eligible participants must complete an Area 12 Agency on Aging (A12AA) Intake Form, may be a resident of the County of Mariposa, and are entitled to use one meal voucher per day.

No eligible participant may be denied a meal regardless of race, color, religion, handicap, or any other reason, except minimum age or the lack of an approved voucher, for participating, or County residency. The number of meals will be reported to County by Provider as specified by County. No meals will be served by Provider unless the eligible participant has completed an A12AA Intake Form (at least annually) and produces an approved voucher for each meal.

Meals will be provided on Provider’s site six (6) days per week (closed Wednesday) except on special days of the year when Provider is normally closed. Provider will only bill County for breakfast and lunch.

MEALS

a) The Provider shall prepare hot meals, from a list of menu items approved by County and the Area 12 Agency on Aging's contracted Registered Dietician, at a temperature of not less than One Hundred Forty (140) degrees or cold food not warmer than Forty-One (41) degrees, according to menu provided, meeting the minimum government requirements.

b) Meals shall be served during the following hours:

I.) Breakfast commencing upon opening in the morning until 11:00 a.m.
II.) Lunch commencing at 11:00 a.m. until 3:00 p.m.

MEAL COUNTS

Original meal vouchers shall be presented to Provider by participants. Provider shall deliver the original vouchers to the designated County representative on the day or days as determined by the Community Services Director with adequate notice to Provider. The total meal vouchers to be distributed and reimbursed, during the term of this Agreement, shall be 1,950.

Vouchers shall be provided to Provider by County on an as needed basis. A quarterly review of vouchers utilized will be performed to ensure that an over-expenditure of funds does not occur.

ACCOUNTABILITY

a) Provider shall comply with all federal, state, and local laws and regulations governing the preparing and handling of food, shall procure and keep in effect all necessary licenses and
permits as are required by law, and shall post such licenses and permits in a prominent place within the meal preparation area as required.

b) Provider shall carry and furnish evidence of public liability insurance, including bodily injury and property damage coverage.

c) Provider shall indemnify County against any loss or damage (including attorney’s fees and other cost of litigation) caused by Provider or Provider’s employees, or negligent acts of omissions, of Provider’s agents or employees. Provider shall defend any suit against County alleging personal injury, sickness, or disease arising out of the consumption of the food served.

d) Provider shall procure and maintain Workers’ Compensation insurance as prescribed by the laws of the State of California.

e) County reserves the right to inspect Provider’s premises and food preparation, at any reasonable time, to determine compliance with Mariposa County Health Department sanitation standards.

BILLING

County shall pay Provider for the number of meals served, no more than 1,950 meals, per a separate monthly invoice with corresponding breakfast and lunch vouchers delivered by Provider to County, and collected by County at the rate of Eight Dollars and twenty-five cents ($8.25) per meal; payments to Provider is not to exceed $16,088.00.

County shall make such payment to Provider during County’s normal payment cycle after said vouchers are delivered to County.

MISCELLANEOUS

Provider shall not assign or subcontract any interest in this Agreement. Claims for money due, or to become due to the Provider from County under this Agreement, may not be assigned to a company, individual, bank, trust company, or other financial institution.

Provider agrees to allow County posters and informational brochures to be posted and/or placed in a prominent location on Provider’s premises.

NON-DISCRIMINATION IN DELIVERY OF SERVICE

Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by County on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, or because such person is a recipient of federal, state, or local, public assistance, or housing subsidies.

Provider shall comply with all applicable provisions of:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.) prohibits discrimination on the basis of race, color, or national origin, in programs receiving federal financial assistance; and

b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the regulations promulgated thereunder, (45 C.F.R. Part 84) prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from federal financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons; and
c) G.L.C. 151b § 4(10) prohibits discrimination in furnishing services on grounds that an individual is a recipient of federal, state or local publish assistance, or housing subsidies.

**AGREEMENT DURATION AND TERMINATION**

This Agreement shall be effective as of July 1, 2013, regardless of date of execution, and shall expire on June 30, 2014, unless sooner terminated hereunder. However, either party may at anytime during the life of this Agreement or any extension thereof, terminate the Agreement, by giving ninety (90) days notice in writing to the other party of its intention to do so, and County may terminate this Agreement, if the terms and conditions thereof are not fully complied with by Provider by giving ten (10) days notice in writing of its intention to do so.

In the event federal funding is reduced or revoked, County will promptly notify Provider and either party shall, in the event of such occurrences, have the right to immediately terminate this Agreement upon giving reasonable notice of the intent to terminate.

**AGREEMENT**

This Agreement constitutes the entire agreement between the County and Provider with respect to the subject matter hereof and there is no other or further written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid, unless in writing, and signed by County and Provider.

No assignment or transfer of this Agreement may be made, in whole or part, without the written consent of County being first obtained.

**COUNTY:**

Lee Stetson, Chair
County of Mariposa
Board of Supervisors, District I

Date: 4-24-13

**PROVIDER:**

Janelle Danel, Owner
dba Coulter Café

Date: 04-25-13

**APPROVED AS TO FORM:**

Steven W. Dahlem
Mariposa County Counsel

Date: 4-23-13