RESOLUTION - ACTION REQUESTED 2014-318

MEETING: July 8, 2014

TO: The Board of Supervisors

FROM: Terri Peresan, Community Services Director

RE: Approve Coulter Cafe Agreement for Senior Nutrition Program FY 2014-15

RECOMMENDATION AND JUSTIFICATION:
Approve the Agreement with the Coulter Café to provide services for the Area 12 Agency on Aging (A12AA) Title III C-1 Restaurant program operating in North County Mariposa for Fiscal Year 2014-15, and authorize the Board of Supervisors’ Chair to sign the Agreement.

The Coulter Café has been an ongoing contracted provider with the County of Mariposa since 1999 providing hot meals, either a breakfast or a lunch, 6 days per week to eligible seniors, 60+ years of age and their spouses (regardless of age) of North County Mariposa that are enrolled in the Area 12 Agency on Aging Title III C-1 Restaurant program. This contract has a not to exceed amount of $20,625 and is included in the Department's requested budget for fiscal year 2014-2015.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has historically approved and the Board Chair has signed previous agreements with Coulter Café since 1999.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement; program eligible seniors living in North County Mariposa would not have access to a senior meal program that could provide at least one-third of the recommended daily nutritional allowance.

FINANCIAL IMPACT:
The Senior Restaurant Program contract for FY 2014-15 is included in the requested budget.

ATTACHMENTS:
Coulter Cafe Agreement FY 2014-15 (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
COUNTY OF MARIPOSA—DEPARTMENT OF COMMUNITY SERVICES

SENIOR NUTRITION PROGRAMS

5246 Spriggs Lane, Mariposa CA 95338
Phone (209) 966-5315  Fax (209) 742-7405

AGREEMENT FOR SENIOR NUTRITION PROGRAM

THIS AGREEMENT is effective July 1, 2014, regardless of the date of execution, by and between the County of Mariposa, Department of Community Services, hereinafter referred to as "County," and Janelle Daniel, 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) years and over. Eligible participants must complete an Area 12 Agency on Aging (A12AA) Intake Form, at least annually, must 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, County residency, or the lack of an approved voucher. 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 Wednesdays) except on special days of the year when Provider is normally closed. Provider will only bill County for breakfast and lunch from the approved menus.

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 Registered Dietitian (RD), at a temperature of not less than One Hundred Forty (140) degrees or cold food not warmer more 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 not exceed 2,500.

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 comply will Area 12 Agency on Aging's Policies regarding food service operation, policies under Title 22, outlined in Title III C-1 in compliance with the Older Americans Act Nutrition Services.

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

D. Provider shall indemnify County against any loss or damage, including attorney's fees and other costs of litigation, caused by Provider's agents and/or employees. Provider shall defend any suit against County alleging personal injury, sickness, or disease arising out of the consumption of the food served.

E. Provider shall procure and maintain Worker's Compensation Insurance as prescribed by the laws of the State of California.

F. County reserves the right to inspect Provider's premises and food preparation, at any reasonable time, to determine compliance with Mariposa County Health Department's sanitation standards and Area 12 Agency on Aging's food services policies regarding food service operation.

BILLING

County shall pay Provider for the number of meals served, not to exceed 2,500 meals, per a receipt of monthly invoice and corresponding breakfast and lunch vouchers delivered by Provider to County, which are collected and verified by County for payment at the rate of Eight Dollars and Twenty-Five Cents ($8.25) per meal; payments to Provider shall not exceed $20,625.00.

County shall make such payment to Provider during County's normal payment cycle after said vouchers are delivered to and verified by 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(s).

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 service 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 and/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 public assistance, or housing subsidies.

AGREEMENT DURATION AND TERMINATION

This Agreement shall be effective as of July 1, 2014, regardless of the date of execution, and shall expire on June 30, 2015, unless sooner terminated hereunder. However, either party may at any time 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 occurrence(s), 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:

Kévin Cann, Chair
Marijosa County
Board of Supervisors, District IV

Date: 7-9-14

PROVIDER:

Janelle Danel, Owner
dba Couler Café

Date: 6/25/11

APPROVED AS TO FORM:

Steven W. Dahlem
Marijosa County Counsel

Date: 7-8-14