

ITEM A.1D

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 4, 2013 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>                |
|---|---|-------------------------------------|
| AWARD OF CONTRACT —<br>EASTERN NEBRASKA OFFICE ON AGING | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | SCOTT STOPAK<br>RECREATION DIRECTOR |

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office on Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

**FISCAL IMPACT**

There is no cost to the city for the nutrition program.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Eastern Nebraska Office On Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to not less than twenty five (25) older adults between the hours of 9:00 a.m. and 1:00 p.m. three (3) days per week on Monday, Wednesday, and Friday. The city pays the Program Coordinator salary.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program

PASSED AND APPROVED THIS 4TH DAY OF JUNE, 2013.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## **CONTRACT**

**THIS CONTRACT** is made and entered into the **first day of July 2013** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a division of the Eastern Nebraska Human Services Agency, an agency formed under the Nebraska Interlocal Cooperation Act (herein referred to as "ENOA") and **CITY OF LAVISTA**, a Nebraska non-profit corporation (herein referred to as "Contractor").

**WHEREAS**, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "State") to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County (herein referred to as the "Area"); and

**WHEREAS**, ENOA has been created according to Sections 13-801 through 13-807 Revised Statutes of Nebraska, 1943, Reissue 1987, and further has been recognized by the State as the official area agency on aging for the Area; and

**WHEREAS**, ENOA has determined in its area plan for fiscal year 2013-2014 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

**WHEREAS**, Contractor maintains premises located at 8116 Parkview Boulevard in LaVista, Nebraska with accommodations suitable to serve and provide meals to not less than twenty-five (25) older adults between the hours of 9:00a.m. and 1:00pm, three (3) days per week on Monday, Wednesday, and Friday.

**NOW, THEREFORE, IT IS AGREED** as follows:

### **ARTICLE I**

#### **APPOINTMENT**

Contractor is hereby retained and appointed to represent ENOA in connection with providing a Nutrition Program for the elderly at 8116 Parkview Blvd. in LaVista, Nebraska. .

### **ARTICLE II**

#### **SERVICES**

In carrying out the terms of this Contract, Contractor agrees to provide the following services:

- (a) To provide a Manager who will be responsible for the day-to-day operation of the program.
- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures.
- (c) To place food order with the ENOA Nutrition Division by 1:15pm, on day prior to serving day, for the number of meals needed for the serving day.
- (d) To ascertain that all claims for meals delivered are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (e) To collect money contributed for meals, record on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable), and deposit amount in ENOA designated account, according to ENOA policies and procedures.
- (f) To ensure that food temperatures are no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (g) To clean the utensils or containers food is delivered in and properly dispose of all leftovers.
- (h) To make special provisions as necessary to serve handicapped individuals.
- (i) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (j) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (k) Manager must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily.
- (l) To provide for supporting social services as follows:
  - 1) Conduct outreach activities by identifying and contacting older persons in the vicinity who are eligible for the Nutrition Program.
  - 2) Refer senior citizens to ENOA for additional available services.
  - 3) Provide activities which create opportunities for socialization. These activities could include but not be limited to trips, crafts, games, and special entertainment/programs.

- 4) Provide activities which enhance potential for creating and maintaining a healthy lifestyle. These activities could include but not limited to health promotion, nutrition education, physical activities and dissemination of information regarding mental and physical health issues.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for the elderly at the facility.
- (o) To determine that all recipients meet requisite age requirements or are the spouse of an active participant. Under-age participants must pay full cost of the meal as required by ENOA Nutrition Program policies.
- (p) Participant level at the center must average a minimum of 25 per day in the various activities.
- (q) To operate the center every Monday, Wednesday, and Friday, except for those occurring on a holiday. Contractor shall notify ENOA of holidays to be taken. Any other center closing must be pre-approved by ENOA.
- (r) The Center Manager is invited to attend the regularly scheduled center manager meetings. Further, the Center Manager may be invited to attend training meetings that ENOA may provide for skill development.

In carrying out the terms of this Contract, ENOA agrees to provide the following services:

- (a) To provide in-service training for senior center staff to improve job-related skills.
- (b) To provide nutrition education and recreational technical assistance to center staff.
- (c) To provide administrative and technical assistance and monitor contract compliance by:
  - 1) Reviewing reports and records submitted to ENOA as described in Contract;
  - 2) Unannounced center evaluations and center visits by program administrative staff; and
  - 3) Other activities as deemed necessary by ENOA Director.
- (d) To provide meals which supply one-third of the Recommended Daily Allowance. Paper products, coffee, tea, sugar, cream, condiments, etc. supplied by ENOA.

## **ARTICLE III**

### **TERM**

This Contract shall be in effect for one (1) year from **July 1, 2013** through and including **June 30, 2014**.

## **ARTICLE IV**

### **TERMINATION**

- a) Early termination may occur if:
  - ENOA and the contractor, by mutual written agreement, may terminate the contract at any time.
  - ENOA, in its sole discretion, may terminate the contract for any reason upon 30 written notice to the contractor. In the event of cancellation, the contractor shall be entitled to payment, determined on a pro rata basis for products or services satisfactorily performed or provided
- b) ENOA may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. ENOA may, by providing a written notice of default to the contractor, allow the contractor to correct a failure or breach of contract within a period of thirty (30) days.
- c) ENOA may terminate the contract, in whole or in part, in the event funding is no longer available. ENOA will give the contractor written notice thirty (30) days prior to the effective date of any termination. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

## **ARTICLE V**

### **AUTHORIZED REPRESENTATIVE**

The Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any, shall be accomplished only by a properly executed modification of this Contract in accordance with terms and conditions of Article VIII hereof.

## ARTICLE VI

### CONDITIONS

This Contract is subject to the following conditions:

- a) All materials and information provided by ENOA or acquired by the contractor on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify ENOA immediately of said breach and take immediate corrective action.
- b) Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all contract expenses. All contractor books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this contract shall be subject to review or audit. Contractor shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.
- c) Contractor shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the contract for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a contract completion report to be submitted within fifteen (15) days upon termination or completion of the contract.
- d) A representative from ENOA shall have the right to enter any premises where the contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.
- e) Contractor shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.
- f) The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or

privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract.

- g) The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.
- h) It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.
- i) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of ENOA. The contractor will hold ENOA harmless from any and all such claims.
- j) The contractor warrants that all persons assigned to the project shall be employees of the contractor and shall be fully qualified to perform the work required. Contractor agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for the contractor, to solicit or secure the contract and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the contract. For breach of this statement, ENOA shall have the right to annul contract without liability.
- k) The contractor shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.
- l) For the duration of the contract, all communication between contractor and ENOA regarding the contract shall take place between the contractor and individuals specified by ENOA. Communication about the contract between contractor and individuals not designated as points of contact by ENOA is strictly forbidden.

- m) Contractor or ENOA shall consent to enter into discussion at any time to review terms of this Contract should an evaluation suggest that program requirements necessitate a modification or change in center operations.
- n) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from contracts between the Contractor and third parties made to effectuate the purpose of this Contract and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract or any travel related thereto.
- o) The contractor shall not commence work under this contract until he or she has obtained ENOA a certificate of insurance coverage. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Contractor shall furnish ENOA with proof of insurance coverage on the following:

General Liability in the amount of \$2,000,000;  
Personal Liability in the amount of \$1,000,000;  
Medical Expenses (any one person) in the amount of \$5,000;

- p) Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.
- q) The contractor, by signature to the contract, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor shall immediately notify ENOA if, during the term of this contract, contractor becomes debarred. ENOA may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

## **ARTICLE VII**

### **ASSIGNMENT**

Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

## ARTICLE VIII

### **MODIFICATION**

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**ATTEST:**

**CITY OF LAVISTA**

*By* \_\_\_\_\_  
*Authorized Representative*

*Date* \_\_\_\_\_

**ATTEST:**

**EASTERN NEBRASKA HUMAN  
SERVICES AGENCY-OFFICE ON AGING**

*By* \_\_\_\_\_  
*Governing Board*

*Date* \_\_\_\_\_