

**AGREEMENT BETWEEN
THE TOWN OF GROTON AND FOODNET MEALS ONWHEELS
FOR THE PROVISION OF MEAL SERVICES TO QUALIFYING RESIDENTS OF THE
TOWN**

AGREEMENT, made as of the 1st day of January 2024, by and between TOWN OF GROTON, 101 Conger Blvd, hereinafter referred to as the "TOWN" and NUTRITION FOR THE ELDERLY IN TOMPKINS COUNTY, INC., d/b/a FOODNET MEALS ON WHEELS, 2422 North Triphammer Road, Ithaca, NY 14850, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, Municipalities are authorized and empowered to maintain and support programs for the welfare of the aging in their communities, and to contract with private, non-profit corporations for the operation of such programs under section 95-a of the General Municipal Law, and

WHEREAS, Foodnet Meals on Wheels serves vulnerable populations that have the greatest economic and social needs: low-income, frail, vulnerable, minorities, and

WHEREAS, Foodnet Meals on Wheels is a provider of food and meets all Federal and State standards applicable to providers of such services,

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties agree as follows:

1. The term of this agreement shall be from January 1, 2024, through December 31, 2024.
2. The CONTRACTOR will prepare meals at its place of business and serve meals to Town of Groton residents who are eligible older adults or individuals with disabilities who cannot prepare their meals or to convalescent residents after hospitalization. Meals may be home-delivered or congregate as designated by Federal or New York State guidelines.
3. The TOWN will pay the CONTRACTOR \$5,300 for said services for the year.
4. The CONTRACTOR will provide the TOWN with an annual statement showing the number of meals and number of residents served.
5. The CONTRACTOR shall maintain financial books, records, and necessary supporting documents as required by the TOWN. They shall retain all financial documents relating to this agreement for six years after final payment for services to which they shall allow full access to authorized Town, State, and or Federal auditors.
6. The CONTRACTOR certifies to the TOWN that the programs and services to be provided and described herein are accessible for the handicapped by the provisions of Section 504 of the Federal Rehabilitation Act of 1973.
7. The CONTRACTOR agrees to comply with the requirements outlined in Title VI and VII of the Civil Rights Act and Section 504 of the Rehabilitation Act in their hiring practices and service delivery to client populations.
8. The CONTRACTOR shall indemnify, hold harmless and defend the TOWN, and its officers, employees, agents, and elected officials from and against any claims and actions brought against the TOWN and its officers, employees, agents, and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the CONTRACTOR, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence of the TOWN.
9. The parties hereto recognize that in the performance of this agreement, the greatest benefits

in the interest of the service recipients will be derived by promoting a spirit of cooperation between both parties. Each party does, therefore, intend to carry out the terms of this agreement and to interpret its provisions insofar as it may legally do so, in such manner as will promote the interest of both and render the highest service to the public.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Date: _____

Town of Groton

Date: _____

Executive Director
Nutrition for the Elderly in Tompkins County
d/b/a Foodnet Meals on Wheels