

AGREEMENT  
BETWEEN THE TOWN OF LANSING  
AND FOODNET MEALS ON WHEELS  
FOR THE PROVISION OF MEAL SERVICES TO ELDERLY RESIDENTS OF THE TOWN

AGREEMENT, made as of the 1<sup>st</sup> day of January, 2025, by and between TOWN OF LANSING, 29 Auburn Road, Box 186, Lansing, NY 14882, 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 the needy which have the greatest economic and social needs: low income, frail, vulnerable, and 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, 2025 through December 31, 2025.
2. The services that the CONTRACTOR shall provide under this contractual agreement includes home-delivered meals. The services shall be provided to Town of Lansing residents who are eligible elderly or handicapped persons who are unable to prepare their own meals and to convalescents after hospitalization. The CONTRACTOR will prepare the meals at its place of business and deliver meals to the home of the recipients.
3. The TOWN will pay the CONTRACTOR \$4,750 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 and they shall retain all books, records and other documents relating to this agreement for six years after final payment for services to which they relate during which time authorized Town, State, and or Federal auditors shall have full access to and the right to examine same.
6. The CONTRACTOR certifies to the TOWN that the programs and services to be provided and described herein are accessible for the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.


7. The CONTRACTOR agrees to comply with the requirements as set forth in Title VI and VII of the Civil Rights Act and Section 504 of the Rehabilitation Act in their hiring practices and in services 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 and all 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.
10. If CONTRACTOR intends to resume congregate dining, including at the YMCA, such shall be deemed included services under this Agreement, as the parties recognize that the COVID-19 pandemic curtailed certain operations. Once the CDC and Department of Health guidance so permit or allow, conditions have improved (as determined by CONTRACTOR), and the CONTRACTOR and YMCA come to agreement pertaining the resumption of congregate dining, the same may recommence.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Town of Lansing

Date: 8/26/24

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