

AGENDA
COMMITTEE OF THE WHOLE MEETING
CITY OF BERLIN
TUESDAY, FEBRUARY 7, 2017, 7:00 PM
CITY HALL COUNCIL CHAMBERS

1. Roll Call.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. 107 W. Huron Street Raze Order. RECOMMENDATION: Discuss and action as appropriate.
4. Update to Park Regulations Relating to Feeding of Migratory Waterfowl.
RECOMMENDATION: Recommend to Common Council to approve Ordinance Amending Park Regulations Relating to Feeding of Migratory Waterfowl.
5. Annual Senior Transportation Grant Contracts. RECOMMENDATION: Recommend to Common Council to approve the Memorandum of Agreement Between the Green Lake County Commission on Aging and City of Berlin for January 1, 2017 through December 31, 2017 and the Purchase of Service Contract-CY2017 with Green Lake County Department of Health & Human Services.
6. Berlin Senior Center Meal Program Agreement with Green Lake County.
RECOMMENDATION: Recommend to Common Council approval of the CY2017 Agreement Between Green Lake County DHHS Aging/Long-Term Care Unit and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.
7. Chamber Board Position of City Representative. RECOMMENDATION: Recommend to Common Council to authorize the appointment of Lindsey Kemnitz to the City Liaison position on the Chamber Board
8. Appointment to Waushara County Economic Development Board. RECOMMENDATION: Recommend to Common Council to authorize the appointment of Lindsey Kemnitz, Community Development Director to the Waushara County Economic Development Board.
9. Appointment to Green Lake County Economic Development Board. RECOMMENDATION: Recommend to Common Council to authorize the appointment of Lindsey Kemnitz, Community Development Director, to be appointed to the Green Lake County Economic Development Board.
10. Adjourn.

In adherence to the City of Berlin Public Meeting Participation Policy, public participation will be allowed under each agenda item at the discretion of the presiding officer, with the exception of the Consent Agenda. Attendees must register their intention to participate on either a general comments section or a specific agenda item prior to the meeting by filling out a Registration Card, which can be obtained from the Internet, City Clerk's office or in the City Hall Council Chambers at the podium. Registration Cards should be turned in prior to the meeting to either the presiding officer or City Clerk.

AN ORDINANCE AMENDING PARK REGULATIONS
RELATING TO FEEDING OF MIGRATORY WATERFOWL

The Common Council of the City of Berlin do ordain as follows:

Section 50-72(30) is hereby created as follows:

Sec. 50-72. - Regulations.

The following regulations shall apply to parks within the city:

...

(30) *Feeding of Migratory Waterfowl.* The feeding of migratory waterfowl, or the placement, depositing, scattering or distributing of any type of food, including but not limited to corn, wheat or other grains, bread, popcorn, scraps or any substance likely to be eaten by migratory waterfowl, in a location accessible to migratory waterfowl, shall be entirely prohibited in city parks, except that during the months of April, May, June, July, August and September, feeding of migratory waterfowl by hand shall be allowed, provided the feed is not placed more than 30 feet away from the person doing the feeding and the person makes all reasonable efforts to clean up the unconsumed feed before moving a distance greater than 30 feet from the deposited feed. For purposes of this provision, "migratory waterfowl" shall have the meaning set forth in Sec. 46-152.

This ordinance shall take effect the day after publication.

The numeric section numbers and headings shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the City's current Code of Ordinances.

Passed, approved and adopted this ____ day of _____, 2017.

ROLL CALL VOTE:

CITY OF BERLIN

____ AYES
____ NAYS
____ ABSENT

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson, City Clerk

Matthew G. Chier, City Attorney

DATE: February 1, 2017

TO: Mayor and Committee of the Whole

FROM: Jodie Olson

RE: Annual Senior Transportation Grant Contracts: Memorandum of Understanding and Purchase of Service Contract for Senior and Handicapped Transportation.

BACKGROUND: We annually sign agreements with Green Lake County in order to receive reimbursement through 8521 funds for the Senior & Handicap Transportation expenses. The Memorandum indicates the specifics of how the program is to be run thru the Commission on Aging, and the Purchase of Service Contract indicates the funding amount and requirements to receive the funding. These are simply on-going agreements between the County and the City to provide funding and is a budgeted revenue. The agreement funds \$27,900 for our transportation program.

RECOMMENDATION: Approve the Memorandum of Agreement Between the Green Lake County Commission on Aging and City of Berlin for January 1, 2017 through December 31, 2017 and the Purchase of Service Contract-CY2017 with Green Lake County Department of Health & Human Services.

GREEN LAKE COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

HEALTH & HUMAN SERVICES

571 County Road A

PO Box 588

Green Lake WI 54941-0588

VOICE: 920-294-4070

FAX: 920-294-4139

Email: glcdhhs@co.green-lake.wi.us



FOX RIVER INDUSTRIES

222 Leffert St.

PO Box 69

Berlin WI 54923-0069

VOICE: 920-361-3484

FAX: 920-361-1195

Email: fri@co.green-lake.wi.us

January 11, 2017

City of Berlin
%Jodie Olson
PO Box 272
Berlin WI 54923

RE: CY 2017 - Memorandum of Understanding and Purchase of Service Contract

Dear Ms. Olson:

Enclosed you will find the CY 2017 - Memorandum of Understanding and Purchase of Service Contract for signature. Please have the appropriate designee sign the Memorandum and Contract, make a copy, and return the originals to our office as soon as possible.

If you have any questions, contact Betty Bradley, Aging/Long-Term Care Unit Manager. Thank you for your anticipated cooperation.

Sincerely

Cathy Schmit
Green Lake County Administrator

Enclosures

**GREEN LAKE COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES**

HEALTH & HUMAN SERVICES

571 County Road A

PO Box 588

Green Lake WI 54941-0588

VOICE: 920-294-4070

FAX: 920-294-4139

Email: glcdhhs@co.green-lake.wi.us



FOX RIVER INDUSTRIES

222 Leffert St.

PO Box 69

Berlin WI 54923-0069

VOICE: 920-361-3484

FAX: 920-361-1195

Email: fri@co.green-lake.wi.us

A. Purchaser:

Green Lake County Department of Health & Human Services

Betty Bradley, Aging/Long Term Care Unit Manager

PO Box 588

571 County Road A

Green Lake WI 54941

Telephone #: (920)294-4070

Fax #: (920)294-4139

glcdhhs@co.green-lake.wi.us (kdavis@co.green-lake.wi.us)

B. Provider:

Organization Name: **City of Berlin**

Address: 108 N Capron St PO Box 272 Berlin WI

Telephone:

Fax:

Contact: Jodie Olson

Contact E-Mail:

C. Contract Information and Funding Source

Contract number:

Services to be provided: **Transportation Services**

Contract Period: January 1, 2017 – December 31, 2017

Source of Funding: _____

D. Term: This Contract becomes effective when it has been signed by the last signer below.

This Contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

Signatures

Purchaser

Catharine Schmit, County Administrator

Provider

Jodie Olson

Catharine Schmit 11/01/17

Signature

Date

Signature

Date

Per Wis. Stat. §46.036(3)(a) Purchase of services contracts shall include the following information:

- A. Total dollar amount to be purchased or awarded
- B. Number of clients to be served
- C. Number of client service units
- D. Unit rate per client
- E. Total dollar amount of each service

SPC or HIPAA code for service	Service	No. of clients (a)	Client service units (b)	Rate/unit (excluding room & board) (c)	Room & board/unit (d)	Total per service (e) a x b x (c + d)
	Transportation Services					\$27,900.00
Contract total (sum of column e)						\$27,900.00

Prepayments: Per Wis. Stat. §46.036(3)(f) Advance payments of up to one-twelfth of an annual contract may be allowed under the Contract. If the advance payment exceeds \$10,000, the provider shall supply a surety bond for an amount equal to the amount of the advance payment applied for. No surety bond is required if the provider is a state agency. The cost of the surety bond shall be allowable as an expense.

Article 1 Audit

Section 1.1 Type of audit

Unless waived by the Purchaser, the Sub-recipient/Contractor (Provider) shall submit an annual audit to Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) for all contracts \$25,000 or more. In determining the amount of annual funding provided by the Purchaser, the sub-recipient/contractor shall consider both:

- A. Funds provided through direct contracts with the Purchaser; and
- B. Funds from the Purchaser passed through another agency which has one or more contracts with the sub-recipient/contractor.

Section 1.2 Audit Standards

The audit shall be in accordance with the generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this Contract. In addition, the sub-recipient/contractor is responsible for ensuring that the audit copies are in compliance with other standards and guidelines that may be applicable depending on the type of services provided, and are reconciled/in accordance with the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- A. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific Federal agency rules for accepting Federal sub-awards.
- B. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a State single audit. Section 1.3 lists the required conditions.
- C. The Department of Health Services (DHS) Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS sub-recipient/contractor audit requirements. An audit report is due if a sub-recipient/contractor receives more than \$25,000 in pass-through money as determined by Wis. Stat. § 46.036.

Section 1.3 Audit Schedules

In addition to the schedules required under the *State Single Audit Guidelines* the reporting package sent to the Purchaser shall include supplemental schedule showing revenue and expenses for this Contract.

For profit Providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract or by service category.

Non-profit Providers shall include a Reserve Supplemental in their audit reports, and this schedule shall also be by contract or service category. State Single Audit Guidelines (SSAG).

Section 1.4 Submitting the Reporting Package

The Provider shall send the required reporting package to the Purchaser at the address listed in this Contract. The reporting package should include the following items:

- A. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent Purchaser's opinion on the statements and schedule.

- B. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
- C. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
- D. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
- E. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
- F. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the sub-recipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the sub-recipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the Provider reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
- G. *Reserve Supplemental Schedule is only required if the sub-recipient/contractor is a non-profit and paid on a prospectively set rate.
- H. *Allowable Profit Supplemental Schedule is only required if the sub-recipient/contractor is a for-profit entity.
- I. *Additional Supplemental Schedule(s) required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the Purchaser 180 days from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

For sub-recipient/contractors that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to Purchaser shall include all of the above items except items 4 and 5.

Section 1.5 Access to Provider's Records

The Provider must provide the Purchaser with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the Purchaser to perform the required audit.

The Provider shall permit appropriate representatives of Purchasers to have access to the Provider's records and financial statements as necessary to review the Provider's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of Purchaser to conduct or arrange for other audits or review of federal or state programs. Purchaser shall use information from the audit to conduct their own reviews without duplication of the independent Purchaser's work.

Section 1.6 Access to Purchaser's work papers

The Purchaser shall make audit work papers available upon request to the Provider, Purchaser or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

Section 1.7 Failure to comply with the requirements of this section

Purchaser may impose sanctions when needed to ensure that Providers have complied with the requirements to provide Purchaser with an audit that meets the applicable standards and to administer State and Federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

- A. The Provider did not have an audit.

- B. The Provider did not send the audit to Purchaser or another granting agency within the original or extended audit deadline.
- C. The Purchaser did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
- D. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
- E. The Provider does not cooperate with Purchaser or another granting agency's audit resolution efforts; for example, the Provider does not take corrective action or does not repay disallowed costs to the granting agency.

Section 1.7.1 Sanctions

Purchaser will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

- A. Requiring modified monitoring and/or reporting provisions;
- B. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the Provider is in compliance;
- C. Disallowing the cost of audits that do not meet these standards;
- D. Conducting an audit or arranging for an independent audit of the Provider and charging the cost of completing the audit to the Provider;
- E. Charging the Provider for all loss of Federal or State aid or for penalties assessed to Purchaser because the Provider did not comply with audit requirements;
- F. Assessing financial sanctions or penalties;
- G. Discontinuing contracting with the Provider; and/or
- H. Taking other action that Purchaser determines is necessary to protect federal or state pass-through funding.

Section 1.7.2 Close-Out

A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the Provider ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by Purchaser upon written request from the sub-recipient/contractor, except when the Contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The Provider shall ensure that its auditor contacts Purchaser prior to beginning the audit. Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the Purchaser. Payment of increased audit costs, as a result of the additional testing requested by Purchaser, is the responsibility of the Provider.

Purchaser may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Purchaser may require that the Purchaser annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

Article 2 Grant Agreement Compliance

The Parties agree to abide by all terms and conditions of the Specialized Transportation Assistance Grant Agreement between the State of Wisconsin and Green Lake County of 2017, a copy of which is attached hereto and incorporated herein by reference, including but limited to compliance with all laws referred to in said agreement, compliance with all requirements of record creation and retention referred to in said agreement, and compliance with all requirements concerning the maintenance and retention of accounts. Provider shall maintain and retain all records and accounts required by the grant agreement or organizations to which the grant recipient (Purchaser) gives financial assistance under the grant agreement.

Article 3 Civil Rights Compliance Plan

Section 3.1 Civil Rights Compliance

Provider shall comply with the Wisconsin Contract Compliance Law under Wis. Stat. § 16.765 and the Wis. Admin. Code Ch. ADM 50. Provider must agree to equal employment and affirmative action policies and practices in its employment programs. Purchaser must file a Civil Rights Compliance Letter of Assurance for the compliance period of 2014-2017 regardless of the number of employees and the amount of funding received to the Purchaser. Complete instructions are located online [Civil Rights Compliance \(CRC\) Information](#).

Section 3.2 Affirmative Action Plan

The Provider must submit to the Purchaser an Affirmative Action Plan within fifteen (15) working days of returning the signed Contract. Exceptions exist and are identified in the instructions for vendors [Civil Rights Compliance \(CRC\) Information](#).

Article 4 Client Rights and Grievances

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the Client Rights grievance procedure. The Provider shall post the client rights and the grievance procedure, including the name of the Client Rights Specialist, in an area readily available to clients and staff of the program.

The Provider shall give the Purchaser a written report for each grievance that is filed in orally or in writing with the Provider by a client or anyone on the clients' behalf. The Provider shall deliver these reports to the Purchaser in person or via registered mail within 5 business days of the Provider's receipt of the oral or written grievance. The Provider shall also inform the Purchaser in writing of the resolution of each grievance.

At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary report of all grievances that have been filed with the Program by clients or anyone on the clients' behalf since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the Purchaser in person or via registered mail within 30 days of the end of the Contract period. Additional summary reports requested by the Purchaser shall be due within ten (10) days of the Purchaser's request for the reports. All reports shall be delivered to the Purchaser in person or via registered mail.

Article 5 Conditions of the Parties' Obligations

Section 5.1 Contingency

This Contract is contingent upon authorization of Wisconsin and United States laws. In the event of any material amendment or repeal of applicable law affecting relevant funding or authority, the parties agree to negotiate in good faith to amend the Contract such that it may continue in effect. If it is not possible to amend the Contract such that it may remain in effect due to changes in applicable law, or if the parties are unable to negotiate amendments to the Contract, this Contract shall terminate.

Section 5.2 Powers and Duties

Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.

Section 5.3 Items Comprising the Contract

It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Article 6 Confidentiality

Section 6.1 Client confidentiality

The Provider shall comply with all applicable confidentiality laws in connection with its maintenance, use or disclosure of information concerning eligible clients who receive services from Provider. These laws include but are not limited to Wis. Stat. §§ 51.30, 48.78, 146.82, 48.981(7), 49.45(4), 49.83, 252.11(7), 252.15, 253.07(3)(c), 938.396 and 938.78 and 42 CFR Part 2. The Provider agrees it is part of the Provider's obligations under this Contract to know all applicable confidentiality laws and understand their provisions.

Section 6.2 Contract not confidential

Except for documents identifying specific clients, the Contract and all related documents are not confidential. Provider understands and agrees that, because Purchaser is a party to this agreement, provisions of the Wisconsin Open Records Law and other laws pertaining to public records may apply to records kept by Provider. Provider agrees to fully comply with such laws, and to cooperate with Purchaser in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Purchaser or other upon request of Purchaser. Compliance and cooperation of Provider shall be at its sole cost and expense.

Article 7 Conflict of Interest

The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

Provider shall also require its employees, consultants, and members of the board to avoid outside activities which cause, or tend to cause, conflicts between their personal interests and their responsibilities under this Contract.

Article 8 Debarment and Suspension

The Provider certifies through signing this Contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Purchaser may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 23 "Special conditions for high risk contract" or for revising or terminating the contract under Article 21 "Renegotiate or termination of the contract."

Section 8.1 Certification Regarding Debarment and Suspension

The provider certifies, by signing the attached Certification Regarding Debarment and Suspension, that neither they nor any of its principals are debarred or suspended or declared ineligible from participating in Federal assistance programs. (See attachment "Certification Regarding Debarment and Suspension")

Article 9 Eligibility

(Check Appropriate box.)

Provider will follow program guidelines to determine eligibility as provided by purchaser.

Purchaser determines eligibility

The Provider shall provide services only to individuals who are eligible for services. The Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this Contract from the Provider will be determined by the Purchaser and given to the Provider.

Article 10 Health Insurance Portability and Accountability Act of 1996 "HIPAA" Applicability

Section 10.1 General Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Contract.

Article 11 Indemnity and Insurance

Section 11.1 Indemnity

The Provider agrees that it will at all times during the existence of this Contract indemnify and hold harmless the Purchaser, its appointed, hired and/or elected officers, agents, employees and designees from any and all claims, loss, damages, and costs or expenses which the Purchaser may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from participating in or receiving the care and services furnished by the Provider under this Contract or on account of enforcing the provisions of the agreement against Provider or its agents or employees, including but not limited by enumeration, reasonable attorneys' fees and court costs incurred by Purchaser in defending any claim or in enforcing this provision. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Purchaser.

Section 11.2 Insurance

The Provider agrees that, in order to protect itself as well as the Purchaser under the indemnity provision set forth in the above paragraph, the Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
- Umbrella Liability (as necessary): minimum amount \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage. Upon signing this Contract, Provider will furnish Purchaser with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter indemnified against, Purchaser shall notify the Purchaser by registered mail within five business days.

Article 12 Independent Contractor

Nothing in this Contract shall create a partnership or joint venture between the Purchaser and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Purchaser.

Article 13 License, Certification, and Staffing

Section 13.1 License and Certification

The Provider shall meet State and Federal service standards and applicable state licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this Contract. The Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Provider to this Contract when returning the signed Contract to the Purchaser. During the Contract period, the Provider shall also send the Purchaser copies of any licensing inspection reports within five (5) business days of receipt of such reports.

Section 13.2 Staffing

The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements per Wis. Stat. §85.21(3m) (b), (bm), (d) and (dm). All drivers shall be selected and employed or contracted with by Provider. Purchaser shall have no responsibilities to drivers, including but not limited to, responsibility for the payment of wages, the provision of workers' compensation or unemployment compensation insurance and benefits, or the provision of other insurance or benefits. Provider shall act with reasonable diligence and safety in the hiring, training, discipline and termination of drivers, all of which shall be the responsibility of Provider, and for which Purchaser shall have no responsibility. All drivers shall be equipped with and able to use fully operational cellular telephones.

Article 14 Miscellaneous Provisions

Section 14.1 Successors and Assigns

The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives to the other party to this Agreement and to the Successors, executors, administrators, permitted assigns, legal representatives of such other party in respect to all provisions of this Agreement.

Section 14.2 No Construction Against Either Party

This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

Section 14.3 Multiple Originals

This Agreement may be executed in multiple originals, each of which, together shall constitute a single Agreement.

Section 14.4 Legal Protections

It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of either party of any immunity, liability limitation or other protection available to either party under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either legal or contractual, provide a greater benefit to the Purchaser shall apply unless the Purchaser elects otherwise.

Section 14.5 Waiver

A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Section 14.6 Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any even rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent his entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Section 14.7 Choice of Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceedings arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Green Lake County, Wisconsin.

Section 14.8 Survival

The warranties, representations and covenants of this Agreement shall survive the completion of the Services under this Agreement or any termination of this Agreement.

Article 15 Matching, Level of Effort and Earmarking

(Check Appropriate box.)

☒ **Situation #1:**

Situation #1 – No requirement for matching, level of effort, or earmarking

No matching, level of effort, or earmarking requirement.

☐ **Situation #2:**

Situation #2 – Provider must comply with a matching requirement

The Provider must provide a 50% match for funds earned under this Contract. For example, in order to earn

\$100.00 under this contract, the Provider must have \$150.00 in allowable expenditures.

The source of the funds used for match cannot be Federal or State programs or other programs from this Purchaser, unless expressly permitted by the funding source. All expenditures claimed for match must meet the standards for allow ability in the Allowable Cost Policy Manual and be supported by the Provider's records. The Provider shall include all expenditures claimed for match on the monthly cost reimbursement report.

☐ **Situation #3:**

Situation #3 – Provider must comply with a level of effort requirement

The Provider must use funds provided under this Contract to supplement, and not supplant, what it would otherwise spend on the program. The Provider must have records showing an increase in level of services in proportion to the amount of funding provided through this Contract. All expenditures supporting this requirement must meet the standards for allow ability in the Allowable Cost Policy Manual and be supported by the Provider's records.

☐ **Situation #4:**

Situation #4 – Provider must comply with an earmarking requirement

At least% of expenditures under this contract must be targeted to services for _____ all expenditures supporting this requirement must meet the standards for allow ability in the Allowable Cost Policy Manual and be supported by the Provider's records.

Article 16 Payment and Allowable Costs

Any grant funds not expended by Provider in the fiscal year need to be returned to Purchaser at the end of the calendar year.

Article 17 Records

Section 17.1 Maintenance of records

The Provider shall maintain and retain such records and financial statements as required by State and Federal laws, rules, and regulations.

Section 17.2 Access to records

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review the Provider's compliance with Contract requirements for the use of the funding.

Article 18 Reporting

The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by the Purchaser. All reports shall be supported by the Provider's records (See Article 18 "Records"). All reports shall be hand delivered to the Purchaser or sent to the Purchaser via registered mail at the address listed in this contract.

The following reports are required:

Monthly

- (a) the total number of one-way passenger trips per reporting period by passenger type
- (b) the total number of one-way passenger trips per reporting period by trip purpose.
- (c) the total number of service hours per reporting period.
- (d) the total number of service miles per reporting period.
- (e) the total copayments received per reporting period.
- (f) the total voluntary contributions received per reporting period.
- (g) the total number of waivers granted per reporting period.

Semi - Annually

Wis Admin Code Trans §1.08(1) and (2) require the county to provide reports to WisDOT on a semiannual basis, therefore, the Provider needs to get the raw data to the Purchaser to complete and place in the report.

Article 19 Resolution of Disputes

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the Contract and Chapter 68, Wis. Stats.

Article 20 Renegotiation or Termination of this Contract

Section 20.1 Cause for Renegotiation or termination of this Contract

Provider's failure to comply with any part of this Contract may be considered cause for termination of this Contract.

Section 20.2 Renegotiation of this Contract

Either party may renegotiate this Contract. Renegotiation of this Contract must be agreed to by both parties by a written addendum signed by their authorized representatives.

Section 20.3 Termination of this Contract

Either party may terminate this Contract by a 60 day written notice to the other party.

Upon termination, the Purchaser's liability shall be limited to payments under the terms of the Contract for services provided by the Provider up to the date of termination. If the Purchaser terminates the Contract for reasons other than non-performance by the Provider, the Purchaser may, in its sole discretion, compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties. If the Purchaser terminates the Contract for the Provider's failure to comply with the Contract, the Provider may be liable for any additional costs the Purchaser incurs for replacement services.

Article 21 Services to be Provided

Section 21.1 Description of services

For each eligible client referred by the Purchaser, the Provider agrees to provide the following services:

Rides will be provided to elderly persons (over age 60) and disabled persons living within the City of Berlin and within a five-mile radius around the city. Service shall be provided with an eight (8) passenger, wheelchair lift equipped van. The services shall be a flexible, door-to-door service. Individuals wishing to schedule a ride must call the Berlin Senior Center to schedule the ride. Medical trips shall take priority over all others and all rides shall be scheduled on a first come first served basis. The service is fee based and can be reduced or waived by the project manager in cases where the rider is unable to pay.

The goal of the service is to promote the general public health and welfare by providing transportation services for seniors and individuals with disabilities, and to thereby improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to those people who would not otherwise have an available or accessible method of transportation.

Section 21.2 Other Program Requirements

(Check Appropriate Box)

☒ In providing required services under this Contract, the Provider shall comply with the following program requirements: *[list the requirements]*

- Or -

☐ In providing required services under this Contract, the Provider shall comply with the requirements described in *[reference the comment that lists the required activities that the Provider must perform or the prohibited activities]*.

Section 21.3 Inability to provide quality or quantity of services

The Provider shall notify the Purchaser in writing and delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services. Upon such notification, the Purchaser and Provider shall determine whether such inability will require a change or termination of this Contract. (See Article 21 "Renegotiation or termination of the Contract.")

Section 21.4 Documentation of quality and quantity of services

The Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under the Contract. The Purchaser reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this Contract.

Section 21.5 Standards for performance in delivery of services

The Purchaser will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet Contract goals and expected results, the Purchaser may reduce or terminate the Contract. When providing these services, the Provider agrees to meet the following standards of performance:

- A. Quarterly rider reports will be submitted by the 15th of April, July, October and January
- B. Annual financial reports will be submitted by January 31st.

Section 21.6 Assessing performance in delivery of services

The Purchaser retains sole authority to determine whether the Provider's performance under the Contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the Purchaser's care manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and the Contract.
- B. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate with the Purchaser in implementing the Purchaser's program for assessing client satisfaction with services. The Purchaser reserves the right to require the Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall submit all performance and other program reports listed below:
- G. [list the performance and other program reports here]

Article 22 Special Provisions for High Risk Contract

(Check Appropriate Box)

☐ **Situation #1:**

Situation #1 – The Purchaser is concerned about the Contract becoming high risk during the Contract period.

During the course of the Contract, the Purchaser may determine that this Contract is high risk as a result of evaluating the Provider's performance or other factors. Determination of high risk status could result in Purchaser unilaterally implementing the following changes:

- A. Modifying the payment method to a cost reimbursement basis;
- B. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- C. Requiring additional, more detailed financial reports;
- D. Performing additional project monitoring;
- E. Requiring the Provider to obtain technical or management assistance;
- F. Establishing additional prior approvals; or
- G. Other conditions that the Purchaser considers appropriate considering the circumstances.

The Provider may appeal these changes under Article 20 "Resolution of disputes," or it may request renegotiation of the Contract or give notice of termination of the Contract under Article 21 "Renegotiation or termination of the Contract."

☐ **Situation #2:**

Situation #2 – The Purchaser has determined that this is a high risk Contract

The Purchaser has determined that this is a high risk Contract. [...Describe the reason(s) for the high risk designation and the additional Contract requirement(s) for mitigating these risks...]

The Purchaser may unilaterally implement other changes depending on experience with the Contract:

- A. Modifying the payment method to a cost reimbursement basis;
- B. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- C. Requiring additional, more detailed financial reports;
- D. Performing additional project monitoring;
- E. Requiring the Provider to obtain technical or management assistance;
- F. Establishing additional prior approvals; or
- G. Other conditions that the Purchaser considers appropriate considering the circumstances.

The Provider may appeal these changes under Article 20 "Resolution of disputes," or it may request renegotiation of the Contract or give notice of termination of the Contract under Article 21 "Renegotiation or termination of the Contract."

☒ **Situation #3: Not Applicable**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

MEMORANDUM OF AGREEMENT
BETWEEN THE GREEN LAKE COUNTY COMMISSION ON AGING
AND
CITY OF BERLIN

FOR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

WHEREAS, the County of Green Lake has applied for and received a mass transit operating assistance Grant for the provision of elderly and handicapped transportation under Wisconsin State Statutes Section 85.21, and

WHEREAS, the Green Lake County Health & Human Services Aging/Long Term Care Unit has been designated by the Green Lake County Board of Supervisors as the administrative body responsible for the coordination, development and fiscal management of the Transit Grant Project, and,

WHEREAS, the Green Lake County Health & Human Services Aging/Long Term Care Unit desires to provide transit operating funds to the City of Berlin of Wisconsin during the period of January 1, 2017 to December 31, 2017, therefore,

FOR THIS PURPOSE, it is mutually agreed by the Green Lake County Health & Human Services Aging/Long Term Care Unit, hereinafter referred to as "COMMISSION" and the City of Berlin of Wisconsin, hereinafter referred to as "CITY OF BERLIN", as follows:

1. AREA SERVED

The areas served will be Berlin and a radius of five miles surrounding Berlin.

2. PASSENGER DEFINITION

A. Elderly

1. Definition: All persons 60 years of age and over.
2. Identification: Medicare Card or Senior Citizen ID Card.

B. Handicapped

1. Definition: A handicapped person will be defined as any individual who by reason of illness, injury, age, congenital malfunction or other permanent or temporary incapacity or disability, is unable without special facilities or special planning or design to utilize mass transportation facilities and services as effectively as persons who are not so affected.

C. Other Residents of the Area

1. Other age groups will be served on a space available basis.

3. SCOPE OF SERVICES

A. Type of Service

Door to door route.

B. Hours of Operation

Mondays through Fridays, 8:30 a.m. to 4:00 p.m. Special provisions may be made through the transportation coordinator for other scheduled rides.

C. Service Requests

Service is a door to door system where persons for long distance medical trips must be arranged in advance for more than 24 hour notice.

D. Trips Priorities

Service is designed to first meet the scheduling needs of persons attending the health clinics and nutrition sites.

E. Vehicle Maintenance

A regular preventive maintenance program shall be established to lengthen vehicle life and reduce the number of equipment breakdowns.

F. Progress Report

The City of Berlin shall submit to the COMMISSION on a quarterly basis, a program evaluation which includes ridership and mileage data, as required by the Department of Transportation. The City of Berlin, Senior Center Director will be responsible for submitting all reports.

G. Financial Report

The City of Berlin shall submit to the COMMISSION on a quarterly basis, financial documentation outlining transportation revenue and expenses. The City of Berlin agrees to maintain within its accounting system, a method whereby all project charges may be readily identified for project final audit purposes.

4. PROGRAM ADMINISTRATION

A. Method of Payment


The COMMISSION will reimburse the City of Berlin for eligible expenses on a yearly basis not to exceed a total amount of \$ 27,900.00.

Requests for payment should reflect that passenger revenues are being used before 85.21 monies to off-set operating expenses.

The COMMISSION agrees to maintain within its accounting system, a method whereby all project charges may be readily identified for project final audit purposes.

5. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the City of Berlin OR COMMISSION fail to fulfill obligations under this Agreement, either party may terminate said Agreement at any time upon 60 day written notice.



Jason Jerome, Director
Green Lake County Department
of Health & Health & Human Services

Jodie Olson
City of Berlin

DATE: February 2, 2017

TO: Mayor and Committee of the Whole

FROM: Jodie Olson

RE: Berlin Senior Center Meal Program Agreement with Green Lake County

BACKGROUND: As part of the Senior Nutrition Program at the Senior Center, we have an agreement to get reimbursed for meal costs thru a grant administered by Green Lake County. The agreement outlines the program requirements and that the reimbursement rate will be \$5.30/meal, which is the same as last year.

The Nutrition program has a budget of \$30k and we recoup \$20-\$25k of that in grant funding thru Green Lake County.

RECOMMENDATION: Recommend to Common Council approval of the CY2017 Agreement Between Green Lake County DHHS Aging/Long-Term Care Unit and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.

GREEN LAKE COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

HEALTH & HUMAN SERVICES

571 County Road A

PO Box 588

Green Lake WI 54941-0588

VOICE: 920-294-4070

FAX: 920-294-4139

Email: glcdhhs@co.green-lake.wi.us



FOX RIVER INDUSTRIES

222 Leffert St.

PO Box 69

Berlin WI 54923-0069

VOICE: 920-361-3484

FAX: 920-361-1195

Email: fri@co.green-lake.wi.us

January 24, 2017

City of Berlin
%Jodie Olson
PO Box 272
Berlin WI 54923

RE: CY 2017 - Agreement regarding Berlin Senior Center Meal Program

Dear Ms. Olson:

Enclosed you will find the CY 2017 - Agreement regarding Berlin Senior Center Meal Program for signature. Please have the appropriate designee sign the Memorandum and Contract, make a copy, and return the originals to our office as soon as possible.

If you have any questions, contact Betty Bradley, Aging/Long-Term Care Unit Manager. Thank you for your anticipated cooperation.

Sincerely

Catherine Schmit

Catherine Schmit, Administrator
Green Lake County

Enclosures

**GREEN LAKE COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES
AGING/LONG-TERM CARE UNIT**

571 County Road A
P.O. Box 588
Green Lake WI 54941-0588
Telephone: (920)294-4070
Fax: (920)294-4139

AGREEMENT

This agreement made the 1st of January 2017 by and between the Green Lake County DHHS Aging/Long-Term Care Unit, hereinafter designated the Program, and the City of Berlin hereinafter designated the Company.

The Company Shall:

1. Prepare meals and other food for service to the following Program Mealsite(s): Berlin Senior Center. Meals are to be prepared five days per week.
2. Prepare meals containing at least 1/3 minimum daily requirements for an older adult according to the following specifications:
 - a. 3 oz. of lean meat, poultry, fish (2 oz in casserole-type dishes).
 - b. One ½ cup serving with each of fruits & vegetables **or** two ½ cup servings of vegetables.
 - c. One serving of bread.
 - d. One teaspoon butter or fortified margarine in individual pats.
 - e. One ½ cup serving dessert.
 - f. One ½ pint milk (2/5 and/or lower fat content).
 - g. At least 1 good source of Vitamin C per meal.
 - h. At least 3 rich sources of Vitamin A per week.
3. Comply with the Federal, State, and local laws, regulations governing the preparing and handling of food. The COMPANY shall procure and keep in effect all necessary licenses and permits.
4. Complete meal preparations and have meals ready for delivery no later than 11:00 a.m.
5. Provide meals for the Program at a cost of \$5.30 per meal. Per meal costs may be reviewed by both parties as necessary for possible adjustment. If a satisfactory adjustment is not resolved, either party may terminate with a thirty (30) day written notice.
6. COMPANY shall forward the COUNTY an accounting, itemized by day, for all meals served for the interim period of the first through the last day of each month. COUNTY shall within 30 days of the receipt of such accounting may pay COMPANY for such meals at the per plate price.
7. COMPANY shall make available nutritional analysis of menus upon request.

The COUNTY Shall:

1. Make payment accordingly for services provided by the Company within 30 days following receipt of invoice.
2. With the consultation of the Nutrition Director responsible to the County, review menus and request revision and/or adjustments as necessary.
3. Maintain the right to refuse payment for meals not meeting the specified dietary requirements.
4. Inspect at any time the Company's food preparation and storage areas to determine the adequacy of the Company's sanitation practice.
5. Provide number of meals to be served with a time schedule for additional or cancellation of daily meal counts.

The COMPANY shall maintain adequate liability insurance providing coverage of losses caused by the Company's negligent act or omission, theft by company employees, or the negligent act of the Company's agents or employees, and such policy shall name the County as an additional insured. The County will maintain adequate liability insurance providing coverage for negligent acts or omissions of its employees. The Company shall defend any suit against the County alleging personal injury, sickness, or disease arising out of the consumption of the meals or other food prepared for the County.

This written Agreement represents entire Agreements between the Green Lake County Department of Health & Human Services – Aging/LTC Unit Nutrition Program and the City of Berlin, and is to be in effect as of January 1, 2016. Either party may at anytime during the life of the Agreement terminate this Agreement by giving thirty (30) days notice in writing to the party of the intention to do so.

In Witness of this Agreement, the duly authorizing officers sign in, in agreement.

Green Lake County

Meal Provider

Catherine J. Schmit
Catherine Schmit, County Administrator
Green Lake County

Jody Olson
City of Berlin

1/30/17
Date

Date

DATE: February 2, 2017

TO: Mayor and Common Council

FROM: Jodie Olson, City Administrator

RE: Authorize the Appointment of Community Development Director as City Representative on Chamber and Green Lake & Waushara County Economic Development Boards.

BACKGROUND: Lindsey needs to be appointed to the Chamber Board Liaison position and to the Waushara County Economic Development Board in Evan's place. Lindsey has also recently been asked to accept appointment to the Green Lake County Economic Development Board to represent Berlin.

RECOMMENDATIONS:

- Recommend to Common Council to authorize the appointment of Lindsey Kemnitz to the City Liaison position on the Chamber Board
- Recommend to Common Council to authorize the appointment of Lindsey Kemnitz, Community Development Director, to the Waushara County Economic Development Board.
- Recommend to Common Council to authorize the appointment of Lindsey Kemnitz, Community Development Director, to the Green Lake County Economic Development Board.

