

RESOLUTION NO. 1013

A RESOLUTION APPROVING A SENIOR NUTRITION SERVICES AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND LOAVES & FISHES CENTERS, INC.

WHEREAS, the Wilsonville Community Center is a City-owned and operated site, whose major activities and programs are focused toward serving the community's senior citizens; and

WHEREAS, this part of the Wilsonville Community Center's operation is hereinafter referred to as the "Wilsonville Senior Center"; and

WHEREAS, the City of Wilsonville/Wilsonville Senior Center and Clackamas County, acting by and through its Human Services, Social Services Division, are contracting for the City to provide senior social services for the fiscal year 1993-1994, which include but are not limited to, meal site management; and

WHEREAS, Loaves & Fishes Centers, Inc., has special expertise in providing senior nutrition programs to congregate participants and Meals-On-Wheels clients and is so recognized by Clackamas County, having been awarded by contract to provide such programs in the county; and

WHEREAS, the City and Loaves & Fishes Centers, Inc., desire to enter into a cooperative working relationship, Senior Nutrition Services Agreement (Attached as Exhibit "A"), for the purpose of providing a Senior Nutrition Program to congregate participants at, and Meals-On-Wheels clients through, the Wilsonville Senior Center for fiscal year 1993-1994, ; and

WHEREAS, the City and Loaves & Fishes have consulted with Clackamas County in developing terms and conditions of this agreement in accordance with the city's aforementioned contract with the county.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. To enter into a Senior Nutrition Services Agreement with Loaves & Fishes Center, Inc., the terms and conditions of which are outlined in the attached Exhibit "A".

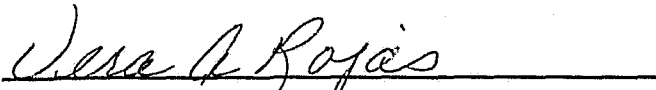
2. That in furtherance of the cooperative working relationship between the parties, the City shall take over the responsibility from Loaves & Fishes Center, Inc., of employing an Information & Referral Specialist and a Bus Driver for the Senior Center, effective July 1, 1993.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of June, 1993 and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:



VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Van Eck	<u>ABSENT</u>
Councilor Carter	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Lehan	<u>AYE</u>

**SENIOR NUTRITION SERVICES AGREEMENT
BETWEEN
CITY OF WILSONVILLE
AND
LOAVES AND FISHES CENTERS, INC.**

This contractual agreement is between the **City of Wilsonville**, hereinafter referred to as "City", and **Loaves and Fishes Centers, Inc.**, hereinafter referred to as "Loaves and Fishes". In consideration of the mutual recitals, terms and conditions set forth below, the parties agree as follows:

RECITALS

1. The Wilsonville Community Center is a City-owned and operated site, whose majority of activities and programs are focused toward serving the community's senior citizens. This part of the Wilsonville Community Center's operation is referred to as the "Wilsonville Senior Center".

2. The City of Wilsonville/Wilsonville Senior Center and Clackamas County, acting by and through its Human Services, Social Services Division, hereinafter referred to as "Clackamas County", are contracting for the City to provide senior social services for the fiscal year 1993-1994. One of the areas of work the City has contracted to accomplish is meal site management.

3. Loaves and Fishes has special expertise in providing senior nutrition programs to congregate participants and Meals-On-Wheels clients and is so recognized by Clackamas County, having been awarded by contract to provide such programs in the county.

4. The City and Loaves and Fishes desire to enter into a cooperative working relationship for the purpose of providing a Senior Nutrition Program, including meal site management, to congregate participants at, and Meals-On-Wheels ("MOW") clients through, the Wilsonville Senior Center for fiscal year 1993-1994, and have consulted with Clackamas County in developing the terms and conditions of this agreement in accordance with the City's aforementioned contract with the County.

5. In furtherance of the cooperative working relationship between the parties, the City shall, effective July 1, 1993, take over from Loaves and Fishes the responsibility of employing Kelley Daughtery as an Information & Referral Specialist and Larry Rice as a bus driver.

6. The term "Seniors" is meant to be defined as residents of Clackamas County and Wilsonville, age 60 and older.

TERMS AND CONDITIONS

I. SCOPE OF WORK: Loaves and Fishes agrees to the following:

A. Personnel

1. Provide the Cater Manager and Kitchen Assistant for congregate meal and Meals On-Wheels services.

2. Provide supervision by the Loaves and Fishes' Regional Manager to include:
 - a. Training Loaves and Fishes staff.
 - b. Technical assistance and training for Volunteer & Senior Services Director.
 - c. Review "meal enhancements" menu revisions.

B. Meal Service

1. Provide meals Monday, Tuesday, Wednesday and Friday except the following holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.
2. Provide final on-site preparation of meals, including:
 - a. Menu preparation/food ordering.
 - b. Serve congregate meals at noon.
 - c. Supervise congregate and MOW volunteers .
 - d. Cooperatively, determine MOW routes and schedule drivers with the City.
 - e. Provide safe, sanitary food.
3. Provide "meal enhancements" throughout the year, including:
 - a. Meet periodically with Volunteer & Senior Services Director for input on kinds of "special touches" and to plan budget.
 - b. Plan "meal enhancements" monthly when menu arrives from Resource Center.
 - c. Review monthly plans with Center Director for his/her approval.
 - d. Keep records of money spent as set-up by Center Director.
 - e. "Meal enhancements" may include such items as:
 - 1) Bread items baked on site - either quick breads made on-site and/or yeast rolls from the central kitchen baked on-site.
 - 2) Seasonal fresh fruits.
 - 3) Site prepared desserts, such as cookies and fresh fruit compotes.
 - 4) Holiday and special occasion meals - tablecloths, colored placemats, colored napkins, fresh flowers, nut cups, punch, birthday cakes, etc.
 - 5) Any other items the parties agree to, and consideration shall be given to input from seniors as to "special touches" items.

- C. Volunteers - Train, supervise and schedule volunteers for: kitchen help, dining room set-up, meal service and clean-up, MOW packing, loading and drivers, and any special projects related to meal service.
- D. Sanitation
1. Keep kitchen and dining room clean and sanitary during hours Loaves and Fishes staff are on duty.
 2. Keep all equipment clean and sanitary. Schedule any maintenance of large equipment or replacement of small equipment with the Volunteer & Senior Services Director.
 3. Provide City with cleaning checklist to be followed by any other organization or group using the kitchen and/or dining room. Report any problems after such use to Volunteer & Senior Services Director.
 4. Monitor temperatures of food (congregate and MOW) as referred to in Loaves & Fishes Food Handlers Manual.
 5. Monitor refrigerator/freezer temperatures.
- E. Reports - Keep records of the following and report data to the Volunteer & Senior Services Director at agreed upon intervals:
1. Meals served (congregate and MOW).
 2. Volunteer hours.
 3. Daily record of congregate and MOW received by each client.

II. RESPONSIBILITIES OF CITY

- A. Site Management, Including:
1. Greet people in dining room and make announcements prior to meal service.
 2. Supervise sign-in desk.
 3. Arrange programs and activities for meal site.
 4. Collect, count, bank and keep records of program income (participant donations).
 5. Keep participant unduplicated count (congregate and MOW).
 6. Recruit volunteers.
 7. Monitor number of meals ordered with meals delivered and meals served.
 8. Monitor quality and quantity of meals served, while avoiding waste.
 9. Form Senior Advisory Board to assist the city in accordance with county guidelines.
- B. Oversee MOW authorization process in accordance with county guidelines.

C. Monitor kitchen and dining room clean-up when facilities are used by other groups.

D. Payment by City to Loaves and Fishes

1. The City shall pay Loaves and Fishes for the following services: Provision of Cater Manager; Kitchen Assistant; Meal enhancements; Center Coordination and training; General liability, and such other services as are mutually agreed upon not to exceed a total of \$30,000.
2. Any major costs not anticipated in this agreement shall be subject to mutual agreement. A contract amendment shall be required in excess of \$30,000 specified herein.
3. The City shall pay for milk locally procured by Loaves and Fishes for the Wilsonville Senior Center upon billing by Loaves and Fishes, or as otherwise agreed.
4. Payment shall be made monthly, based on an itemized accounting of the actual meals served. Bills will be submitted by Loaves and Fishes within 30 days of the delivery of service, and the City will make payments within 30 days of receipt of the billing.

III. GENERAL CONDITIONS

- A. Indemnity - The City and Loaves and Fishes agree to indemnify, save harmless and defend the officers, agents, officials and employees of the other from and against all losses, liabilities, claims and actions or suits, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of each party carrying out its respective role.
- B. Insurance - Loaves and Fishes agrees to furnish the City evidence of comprehensive general liability insurance in the amount of not less than \$500,000 combined single limit per occurrence/\$1,000,000 general aggregate for personal injury and property damage for the protection of its officers, city council and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, in any way related to this contract. The City, at its option, may require a complete copy of the above policy.

The insurance shall include the City as an additional insured and refer to and support the Loaves and Fishes' obligation to hold harmless the City, its officers, agents, city council and employees. Such insurance shall provide 30 days' written notice to the City in the event of cancellation, nonrenewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the City under this insurance.

- C. Amendments - The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Loaves and Fishes and the City.
- D. Termination - This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

Within 30 days notice, the City may terminate this contract effective upon delivery of written notice to Loaves and Fishes, or at such later date as may be established by the City, with no further liability to Loaves and Fishes, under any of the following conditions:

1. If City funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.
 3. If any license or certificate required by law or regulation to be held by Loaves and Fishes to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 4. If Loaves and Fishes fails to provide services or reports as specified by the City in this agreement.
 5. If Loaves and Fishes fails to comply with any requirements in this agreement.
- E. Legal Limitations. Pursuant to Oregon statutory requirements, the following terms and conditions are made a part of this agreement:
1. Loaves and Fishes shall:
 - a. Make payments promptly, as due, to all persons supplying to Loaves and Fishes labor or materials for the prosecution of the work provided for in this agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Loaves and Fishes or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the City of Wilsonville on account of any labor or material furnished.
 2. If Loaves and Fishes fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Loaves and Fishes or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing the City may pay such

claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Loaves and Fishes by reason of this agreement.

3. No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and one-half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

In the case of contracts for personal services as defined in ORS 279.051, laborers shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Loaves and Fishes shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medial, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Loaves and Fishes of all sums which Loaves and Fishes collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. All employers working under this contract are subject employers and are required to comply with ORS 656.017 (Workers' Compensation).
6. This agreement is contingent upon funds being appropriated. Any provisions herein which would conflict with law are deemed inoperative to that extent.

F. Future Support. The City makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this agreement.

G. Contract Renewal. Subject to a cooperative review by both parties.

The term of this agreement shall commence on July 1, 1993, and terminate on June 30, 1994.

LOAVES AND FISHES and the CITY hereby agree to all provisions of this AGREEMENT.

DATED this 27th day of June, 1993.

LOAVES AND FISHES CENTERS, INC.

By *Arnon R. Lerner*
Name

Title

MAILING ADDRESS:
Loaves and Fishes Centers, Inc.
6125 SE 52nd Street
Portland, OR 97206

Employer I.D. Number _____

THE CITY OF WILSONVILLE

By *A. Lobe*
City Manager

Jana A. Ryan *6-30-93*
City Recorder Date

MAILING ADDRESS:
City of Wilsonville
30000 SW Town Center Loop E.
Wilsonville, OR 97070

Approved as to form:
By *Michael E. Kohlhoff*
Michael E. Kohlhoff, City Attorney