

Non binding AGREEMENT

Sound Generations' Meals on Wheels and the City of Pacific

This Agreement is between Sound Generations' Meals on Wheels Program (also referred to as "the program"), a non-profit corporation organized under the laws of the State of Washington, 2208 Second Avenue, Suite 100, Seattle, WA 98121-2055, and the City of Pacific (also referred to as "the site"), a municipal corporation organized under the laws of the State of Washington, 100 - 3rd Ave. S.E., Pacific, WA 98047. The parties agree as follows:

1. **Purpose.** In recognition of the need to provide home-delivered meal service to homebound elders in the Pacific and Algona area through the use of community/senior center facilities and volunteer delivery staff, and in recognition that Sound Generations has been granted funds to contribute to the cost of such activities, it is hereby agreed that the City of Pacific and Sound Generations Meals on Wheels Program will work together to achieve these ends for the greater good of the community, with emphasis on the most vulnerable and underserved citizens in the community. This includes, however is not limited to, those with very low income, those who have difficulty with or do not speak English, and members of ethnic/cultural groups who are more likely to experience food and nutritional insecurity.

2. **Responsibility of the Parties:**

A. Sound Generations. Sound Generations shall have the following responsibilities under this Agreement:

1. provide, at no cost to Pacific, frozen, pre-prepared meals sealed in microvavable containers;
2. deliver the meals from the Meals on Wheels warehouse to the Pacific Senior Center, located at 100 - 3rd Avenue SE, Pacific, WA, on Wednesday or Thursday of each week, or at Sound Generation's option, meals may be delivered to a client's home. Client meal delivery will occur on Wednesday or Thursday of each week unless there is a schedule change due to a holiday or emergency situation. Sound Generations will make every effort to provide free access to the Meals on Wheels area for the delivery day and any other days where packing and ordering may need to take place at the site;
3. place the meals in a freezer at the Senior Center, which freezer has been purchased by Sound Generations; and
4. establish the eligibility criteria for the persons (clients) receiving the meals and determine which clients are eligible to receive meals under the program.

B. City of Pacific. The City of Pacific shall have the following responsibilities under this Agreement:

1. hand out applications for eligibility for the Meals on Wheels program at the Senior Center and transmit them to the King County Meals on Wheels office;
2. sort and deliver the meals at the Senior Center to the pre-approved, eligible clients;

3. order the meals with Sound Generations on the first and third Monday of each month;
4. immediately notify Sound Generations of any freezer malfunction;
5. provide space sufficient for the storage, handling and packing of meals, as well as unobstructed pathways for delivery of meals, space for the use of a computer and printer, a phone line, and internet access if possible;
6. allow access to the Meals on Wheels area for monitoring visits by staff from Sound Generations or our funding agencies, including Aging and Disability Services and COPEs, to ensure compliance with program standards.

3. **Use of Volunteers at the Senior Center:** When possible, Pacific will help recruit Sound Generation's volunteers to operate the meal delivery system with the help of program staff located at Sound Generations' downtown administrative offices. Sound Generations will conduct background checks for all volunteers with access to Meals on Wheels clients and/or their information. These checks shall be conducted by staff at the downtown office at the start of volunteer service and every two years thereafter. Sound Generations reserves the right to terminate a volunteer's service with Meals on Wheels at any time, with or without cause.

4. The site shall support service provision in accordance with all program guidelines and contracts, as outlined in this MOU.

5. **Senior Center.** Sound Generation shall ensure that Meals and other inventory items at the site shall be kept to a minimum, and are the property of the program until distributed. Sound Generations desires an environment that is welcoming and culturally sensitive for everyone. Site staff are expected to make all requested efforts to assure this is the case. Racial and sexual harassment will not be tolerated and will be grounds for service termination. Any program information or community/senior center information intended for Meals on Wheels participants must first be approved by Sound Generations prior to distribution.

6. **Confidentiality:** Sound Generations acknowledges that the City of Pacific is subject to and must comply with the Public Records Act, chapter 42.56 RCW. All program and client information is to be kept confidential, and shared only on a need to know basis, for program operations, in accordance with the Meals on Wheels Confidentiality Policy. Client data is considered the property of Sound Generations. This data must not be used for any purpose other than for the Meals on Wheels program.

7. **Termination.** This Agreement shall be in effect for a period commencing upon execution by the authorized representatives of both parties, and ending December 31, 2020. It may be amended by mutual agreement of the parties. Either party may terminate this Agreement with or without cause by providing the other party thirty (30) days' advance notice, to the addresses listed in Section 8 herein.

8. **Notice.** Notices shall be sent to:

City of Pacific

Attn: City Administrator
100 - 3rd Avenue S.E.
Pacific, WA 98047
(253) 929-1100

Sound Generations

Attn: Susan Doerr, CEO
2208 Second Avenue, Suite 100
Seattle, WA 98121-2055
(206) 727-6263

9. **Independent Contractor.** Sound Generations and the City agree that Sound Generations is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Sound Generations nor any employee or volunteer of Sound Generations shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation or otherwise assuming the duties of an employer with respect to Sound Generations or any employee or volunteer of Sound Generations.

10. **Indemnification.** Each party agrees to indemnify, defend and hold harmless the other Party and its officers, officials, employees, agents and volunteers from and against all liabilities, losses, damages, and costs (including reasonable attorneys' fees they may suffer as a result of Third Party claims, demands, actions, suits or judgments against them resulting from or arising out of the negligence, recklessness or willful misconduct on the party of the Indemnifying Party. In the event of liability for damages or losses arising out of the concurrent negligence of both Parties, each Party's liability hereunder shall only be to the extent of that Party's negligence. This provision shall survive the termination of this Agreement.

11. **Insurance.** The Parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by both Parties, which shall include the following insurance maintained with the following minimum amounts:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. If the Contractor will be conducting excavation or underground operations, then the Commercial General Liability insurance shall be endorsed for the Contractor's liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy, and Umbrella policy, with respect to the work performed for the City using ISO

Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. The Contractor's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage."

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products - completed operations aggregate limit.

12. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. The written provisions of this Agreement shall supersede all prior verbal statements of the Parties.

13. **Severability.** The provisions of this Agreement are severable.

14. **Resolution of Disputes and Governing Law.** If a dispute arises from or relates to this Agreement and the dispute cannot be resolved through direct discussions, the parties may select a mediator to resolve the dispute. In the event that the dispute is not resolved, or if the parties waive mediation, any action arising from this Agreement shall be filed in King County Superior Court.

SOUND GENERATIONS

SITE/CITY OF PACIFIC



Susan Doerr
Chief Executive Officer

09.13.17

Date



Leanne Guier
Mayor, City of Pacific

9/6/17

Date

MEMORANDUM

DATE: March 09, 2004
FROM: William Moyer, Nutrition Projects Director
RE: 2004 Meals on Wheels Service Agreement

Enclosed you will find three signed copies of the 2004 Meals on Wheels service agreement. Please sign and date all three copies. Mail two back to the Nutrition Projects, and keep one for your records. If you have any questions about this agreement, please call Maryfrances Thompson at (206) 448-5768.

Return agreements to:
Maryfrances Thompson
Nutrition Projects
Senior Services of Seattle/King County
2208 Second Avenue
Seattle WA 98121

MEMORANDUM OF AGREEMENT

Meals on Wheels Satellite Site: Pacific

This Memorandum of Agreement is between Senior Services of Seattle/King County Meals on Wheels Program and the City of Pacific.

In recognition of the need to provide home-delivered meal service to the elderly in the Pacific area through the use of senior center facilities and volunteer delivery staff, and in recognition that Senior Services has been granted funds to contribute to the cost of such activities, it is hereby agreed that City of Pacific and Senior Services Meals on Wheels Program will work together to achieve these ends for the greater good of the community.

1. It is agreed that this satellite home-delivered meal distribution site shall be located at the Pacific Senior Center, 100 Third SE, Pacific, Washington 98047.
2. The program has supplied a freezer for storage of the meals. The site Meals on Wheels coordinator is responsible for proper maintenance of that freezer, including defrosting and keeping it free of non-Meals on Wheels items. In the case of malfunction, the main office shall be notified immediately and be responsible for its repair.
3. The Pacific site provides volunteers/staff to operate the meal delivery system.
4. The site shall not deny meals to any eligible participant because of his/her ability to donate. In turn, the program will not deny meals to the site because of participant's inability to pay.

The suggested donation per meal is \$3.00, and participants must be given the opportunity to decide for themselves how much they wish to donate toward the cost of the meal.

Eligible participants under 60 years of age must be charged \$3.75 for each meal provided to them.

5. All donations received from participants shall be handled in accordance with "Meals on Wheels Program Procedures for the Handling of Participant Donations." It is the responsibility of the Meals on Wheels Coordinator to safeguard the donations.
6. Deposit slips validated by the bank should be forwarded to the main office at month's end along with the weekly deposit reports.
7. The weekly ordering of meals is the responsibility of the Meals on Wheels Site Coordinator. The order should reflect the number of clients being served and additional inventory should be kept to a minimum.
8. The participant has the right to select any meal item up to fourteen meals per person per week. Except in extreme cases, substitutions shall not be made without notifying the participant.
9. The program agrees to provide the site with the necessary forms to assist in the operation of the home-delivered meal service to the elderly (information sheets, application forms, menus, etc.).

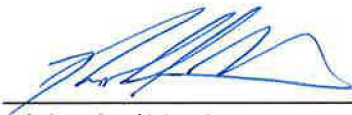
10. Any program information or community/senior center information intended for Meals on Wheels participants must first be approved by Senior Services of Seattle/King County prior to distribution.
11. Initial assessments to determine eligibility will be made by the Site Coordinator when a person applies to the program. Reassessments of all participants shall be conducted by the Site Coordinator during June and December of each year and/or on a 6-month basis.
12. The site agrees to submit Monthly Activity Reports to the program on the forms provided.
13. The site shall maintain client and other program service records (meals delivered). Such records shall be maintained for a period of seven (7) years. If necessary, any out-dated records may be stored at our warehouse.
14. Client data is considered confidential and the property of Senior Services of Seattle/King County. This data must not be used for any purpose other than for the Meals on Wheels program.
15. The program shall provide consultation and support services.
16. This Memorandum of Agreement may be terminated with sixty (60) days written notice by either party.
17. The term of this Agreement shall be from January 1, 2004, to December 31, 2004, and may be amended to extend thereafter by mutual agreement of the parties.

**SENIOR SERVICES
OF SEATTLE/KING COUNTY**

CITY OF PACIFIC



Chuck Riley
Acting Executive Officer



Richard Hildreth
Mayor

3-8-04

Date

3-11-04

Date

FREEZER INVENTORY NUMBER: _____

MEMORANDUM OF AGREEMENT

Meals on Wheels Satellite Site: Pacific

This Memorandum of Agreement is between Senior Services Meals on Wheels Program and the City of Pacific.

In recognition of the need to provide home-delivered meal service to the elderly in the Pacific area through the use of senior center facilities and volunteer delivery staff, and in recognition that Senior Services has been granted funds to contribute to the cost of such activities, it is hereby agreed that City of Pacific and Senior Services Meals on Wheels Program will work together to achieve these ends for the greater good of the community.

1. It is agreed that this satellite home-delivered meal distribution site shall be located at the Pacific Senior Center, 100 Third SE, Pacific, Washington 98047.
2. The program has supplied a freezer for storage of the meals. The Meals on Wheels site coordinator is responsible for proper maintenance of that freezer, including defrosting and keeping it free of non-Meals on Wheels items. In the case of malfunction, the main office shall be notified immediately and be responsible for its repair.
3. Client meal delivery will occur every Thursday, unless there is a schedule change due to a holiday or emergency situation.
4. The Pacific site provides volunteers/staff to operate the meal delivery system.
5. The site shall not deny meals to any eligible participant because of his/her ability to donate. In turn, the program will not deny meals to the site because of participant's inability to pay.

The suggested donation per meal is \$3.00, and participants must be given the opportunity to decide for themselves how much they wish to donate toward the cost of the meal.

Eligible participants under 60 years of age must be charged \$4.50 for each meal provided to them.

6. All donations received from participants shall be handled in accordance with "Meals on Wheels Program Procedures for the Handling of Participant Donations." It is the responsibility of the Meals on Wheels Coordinator to safeguard the donations.
7. Deposit slips validated by the bank should be forwarded to the main office at month's end along with the monthly deposit report, client delivery report, monthly inventory and new applications.
8. The weekly ordering of meals is the responsibility of the Meals on Wheels Site Coordinator. The order should reflect the number of clients being served and additional inventory should be kept to a minimum.
9. The participant has the right to select any meal item up to fourteen meals per person per week. Except in extreme cases, substitutions shall not be made without notifying the participant.

10. The program agrees to provide the site with the necessary forms to assist in the operation of the home-delivered meal service to the elderly (information sheets, application forms, menus, etc.).
11. Senior Services desires an environment that is welcoming and culturally sensitive for everyone. Site staff are expected to make all requested efforts to assure this is the case. Racial and sexual harassment will not be tolerated and will be grounds for service termination.
12. Any program information or community/senior center information intended for Meals on Wheels participants must first be approved by Senior Services prior to distribution.
13. Initial assessments to determine eligibility will be made by the Site Coordinator, with the support of other Meals on Wheels staff, when a person applies to the program. Reassessments of all participants shall be conducted by the Site Coordinator or other designated volunteer once a year.
14. The site shall maintain client and other program service records (meals delivered). Such records shall be maintained for a period of seven (7) years. If necessary, any outdated records may be stored at the Meals on Wheels warehouse.
15. Client data is considered confidential and the property of Senior Services. This data must not be used for any purpose other than for the Meals on Wheels program.
16. The program shall provide consultation and support services.
17. This Memorandum of Agreement may be terminated with thirty (30) days written notice by either party.
18. The term of this Agreement shall begin January 1, 2009. It may be amended thereafter by mutual agreement of the parties.

SENIOR SERVICES



Denise Klein
Executive Director

Date

CITY OF PACIFIC



Richard Hildreth
Mayor

Date

FREEZER INVENTORY NUMBER: _____



King County

Community Services Division

Department of Community and Human Services
401 Fifth Avenue, Suite 510
Seattle, WA 98104

206 263-9040 FAX: 206 205-6565
TTY RELAY: 711

May 5, 2009

Joanne Barkley
City of Pacific
100 Third Ave. SE
Pacific, WA 98047

RE: Executed CSD Contract Amendment, D38959

For your records, attached is a fully executed copy of your contract amendment.

You may call your Program Manager, Linda Wells, at 206-263-9069, if you have any questions.

Sincerely,

Elaine Goddard
CSD Contracts Administration

cc: Linda Wells, Program Manager–Aging Program, King County Community Services Division

CONTRACT AMENDMENT

DCHS / <u>CSD / Aging Program</u>	Contract No.	<u>D38959D</u>
Project/Exhibit(s) <u>Senior Services</u>	Original Contract Date	<u>01/01/2009</u>
Agency/Contractor <u>City of Pacific</u>	Amendment No.	<u>1</u>
Address <u>100 - 3rd Ave SE</u>	Amendment Start Date	<u>07/01/2009</u>
<u>Pacific, WA 98047</u>		

Amendment Requested By: Community Services Division Linda Wells, 206-263-9069	Amendment Effects: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Time of Performance <input checked="" type="checkbox"/> Compensation <input type="checkbox"/> Method of Payment
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PURPOSE

Extend Contract end date and add \$5,000 in order to serve 90 participants at the senior center program from July 1, 2009 to December 31, 2009.

A. STANDARD CONTRACT CHANGES

Add \$5,000 in one time only General Funds.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	\$17,157	01/01/2009 to 06/30/2009
COUNTY	\$ 5,000	07/01/2009 to 12/31/2009
TOTAL	\$22,157	01/01/2009 to 12/31/2009

Section II. DURATION OF CONTRACT, Change Contract end date to 12/31/2009

B. EXHIBIT CHANGES

EXHIBIT II, CITY OF PACIFIC SENIOR CENTER PROGRAM

Section I: WORK STATEMENT. Change second sentence and third sentence to read as follows: "The Agency shall be compensated for the provision of such service in an amount not to exceed a total of \$22,157 in General Funds. Of the total, \$17,157 is one time only "Lifeboat" funds which shall be spent between January 1, 2009 through June 30, 2009, and \$5,000 is one time only funding which is available from July 1, 2009 through December 31, 2009."

Section II: PROGRAM DESCRIPTION. Change D., Program Requirements, paragraph 1. to read as follows:

a. "Hours of Center Operation"

	1 st qtr	Jan- Mar	2 nd qtr	Jan- Jun	3 rd qtr	Jan - Sep	4 th qtr	Jan- Dec
No. of Hours of Center Operation	390	390	390	780	117	897	117	1,014

b. Unduplicated Number of Clients Served

	1 st qtr	Jan- Mar	2 nd qtr	Jan- Jun	3 rd qtr	Jan - Sep	4 th qtr	Jan- Dec
Unduplicated No. of Clients Served	200	200	100	300	45	345	45	390"

Section III. COMPENSATION AND METHOD OF PAYMENT. Change paragraph A. to read as follows:

"A. Billing Invoice Package

The Agency shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section IV., REPORTING AND EVALUATION REQUIREMENTS, in a format approved by the County. The Billing Invoice Package is due within ten working days after the end of each month, except for the December Billing Invoice Package which is due within five working days after the end of December."

Section III. COMPENSATION AND METHOD OF PAYMENT. Insert paragraph B. title, and change paragraph 1. to read as follows:

"B. Method of Payment

1. The monthly payment schedule shall be:

"Lifeboat Funding:
January – May 2009 \$2,859
June 2009 \$2,862

One time only General Funds:
July – November 2009 \$ 833
December 2009 \$ 835"

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

CITY OF PACIFIC



King County Executive

FOR


Signature


Date


NAME (Please type or print)


Date