

## **AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Arkansas City, hereinafter referred to as "City", and South Central Kansas Area Agency on Aging, Inc, hereinafter referred to as "SCKAAA".

### **PURPOSE:**

South Central Kansas Area Agency on Aging (SCKAAA) is under contract from the Kansas Aging and Disability Services (KDADS) to provide nutrition services, including congregate meal services, home delivered meal services and nutritional information to senior residents over a ten county area in South Central Kansas. The City of Arkansas City is a municipal corporation operating under Kansas statutes and home rule authorities applicable to cities of the second class. The City owns and operates a Senior Citizens Center located at 320 S A Street. The purpose of this Agreement is for the City to enter into an agreement with SCKAAA for the provision of personnel management services and building space.

### **NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE CITY AND SCKAAA AS FOLLOWS:**

**SECTION 1. *Personnel Management.*** The City will supply SCKAAA with personnel management services sufficient to provide nutritional services that meet Federal and State regulations as outlined through KDADS. All employees managed by the City will be City Employees and shall be governed by the City's rules and regulations as outlined in the City personnel handbook. The City shall have sole discretion in the hiring and termination procedures of all employees. SCKAAA shall reimburse the City on a monthly basis for payroll, Medicare and FICA in accordance with a written budget mutually approved annually by City and SCKAAA. The City shall be allowed at its discretion to increase the pay and benefits of staff retained to perform work for SCKAAA to conform to other similar City staff. City staff retained to work for SCKAAA will perform their duties in accord with standards and protocols established by SCKAAA. Any concerns about staff qualifications, training or performance will be addressed and resolved by the City within a reasonable time frame agreed to by SCKAAA. In the event of a dispute between City personnel policies and SCKAAA protocols, the parties shall confer in good faith to resolve the matter in writing. If the parties are unable to resolve the matter, then they are free to pursue any and all remedies available at law or in equity.

**SECTION 2. *Space.*** The City shall provide SCKAAA with space in the building for preparation of meals, storage of commodities, serving congregate meals and for distribution of prepared meals to the home delivered or satellite congregate meal programs. Kitchen facilities shall be available for use for SCKAAA meal service during hours necessary for preparation of meals and clean up. The dining room will be available from 10:00am to 1:30pm on the days that services are provided by SCKAAA. Excluded days shall be:

- |                          |                    |                 |
|--------------------------|--------------------|-----------------|
| * New Years Day          | * Labor Day        | * Christmas Day |
| * Martin Luther King Jr. | * Veterans Day     | * New Years Eve |
| * Presidents Day         | * Thanksgiving Day |                 |

\* Memorial Day

\* Day after Thanksgiving

\* Fourth of July

\* Christmas Eve

Designated storage areas are available to SCKAAA on a continuous basis throughout the term of the Lease. SCKAAA may provide a breakfast program if it so chooses. If so, the dining room will be available from 8:00am to 9:00am. SCKAAA shall reimburse the City for any additional payroll expenses due to additional breakfast programs based on the rate of pay outlined in agreement with SCKAAA.

The City will be responsible for all ordinary and extraordinary repairs to the building facility including the space occupied by SCKAAA.

The City will be responsible for payment of the cost of all utilities for the senior center including the utility charges generated by SCKAAA's use of the facility. In its use of the facility SCKAAA will conduct its operations in an energy efficient fashion, consistent with best practices for the operation of a commercial kitchen.

The kitchen and storage areas designated for SCKAAA use will have lockable doors at access points. SCKAAA will have access to these areas when needed, but only when the City employees are available. The Senior Center Director shall have the right of entry to any and all areas of the Senior Center and shall maintain master keys to all locks in the facility for inspection and emergency purposes.

The kitchen and equipment will not be available for use during hours that it is not in use by SCKAAA. No kitchen equipment may be taken off the premises without express permission from SCKAAA. No SCKAAA food products may be used without the express permission of SCKAAA.

**SECTION 3: Equipment.** SCKAAA agrees to provide all the equipment necessary for the operation of the kitchen and storage rooms. The equipment will be maintained in safe and sanitary condition according to generally accepted standards. The City will provide utility hookups to the equipment. SCKAAA will provide the City with an inventory listing SCKAAA equipment in the Center to be kept in the Center office.

The City will provide all tables and chairs necessary for the serving of congregate meals in the dining room, provided that the City acknowledges that SCKAAA originally provided 18 dining tables to the Center. The City and SCKAAA will each provide for the necessary maintenance and replacement of their own equipment.

**SECTION 4: Commodities and Supplies.** SCKAAA will provide all commodities and supplies necessary and appropriate for the operation of its nutrition program at the Center.

**SECTION 5: Donations and Accounting.** All donations to SCKAAA for nutrition services provided to senior citizens or fees paid by others to the program will be received and accounted for by the City in accordance with SCKAAA standard procedures. It is acknowledged that all center staff under the age of 60 shall be required to pay SCKAAA the non-senior price for any SCKAAA meals consumed.

All SCKAAA and City fundraising will be kept separate, each entity following rules, regulations and guidelines set forth by their funding sources. Any donations made to the Center will be received by the City staff and accounted for as per policy set forth by SCKAAA and the City. In addition, the City shall have the prerogative of augmenting the funds available for nutrition services provided that use of such funds is acceptable to SCKAAA.

It is the specific intention of both SCKAAA and the City that the Center operates smoothly as a coordinated, multifaceted program for the benefit and enjoyment of all senior citizens of Arkansas City.

**SECTION 6: Reports.** SCKAAA will provide adequate financial and service reports to the City on its nutrition operation as requested. The City will provide SCKAAA with reports on the operation of the Center and the personnel services cost and staff hours provided as requested. SCKAAA shall be responsible for the completion of all regulatory report requirements outlined by State, Federal, and Local agencies. The City and Senior Center Director shall be responsible for maintaining and submitting required information to SCKAAA to meet requirements set forth by KDADS and other regulatory agencies.

**SECTION 7: Term.** This Agreement will be for the term of one year from and after July 1, 2025, until September 30, 2026. Should at any time either SCKAAA or the City become unable or unwilling to substantially perform its duties and responsibilities as set out hereinabove in this Agreement either through physical damaged to the facility, loss of funding or some other reason, the other party shall receive a "30 Day-Notice of Agreement Termination" in writing and the Agreement shall effectively terminate with neither party having further rights or responsibilities under the Agreement.

**SECTION 8: Insurance.** The City will purchase and keep in force a fire and extended coverage policy covering any damage to the building and contents. The City will purchase worker's compensation insurance naming SCKAAA as an additional insured under this coverage. SCKAAA will purchase property insurance for its equipment and commodities and a product liability policy covering its operations, naming the City as an additional insured under this coverage. Both the City and SCKAAA shall be responsible for their own operations and shall hold each other harmless and indemnify each other against any claims for damages or injury arising out of their respective operations.

**SECTION 9: Both Parties Agree to:** This agreement will terminate upon contract expiration, termination by either party with thirty (30) days' notice, the closure of either business or facility or mutual termination by both parties effective at a date agreed upon."

Now, the City and SCKAAA hereinbelow affix their signatures to this Agreement and bind their heirs, successors and assigns to the faithful performance of the terms and conditions hereinabove set forth on the date first written above.

CITY OF ARKANSAS CITY, KANSAS

MEALS ON WHEELS/FRIENDSHIP MEALS

\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Executive Director, SCKAAA

CITY OF ARKANSAS CITY, KANSAS

\_\_\_\_\_  
City Clerk