

AGREEMENT

This Agreement made and entered into this _____ day of _____, by and between the City of Arkansas City, hereinafter referred to as "City", and Aging Projects, Inc., hereinafter referred to as "API".

PURPOSE:

API is a not-for-profit corporation operating under a contract with the South-Central Kansas Area Agency on Aging (SCKAAA) 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 statues 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 API for the provision of personnel management services and building space.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE CITY AND API AS FOLLOWS:

SECTION 1. *Personnel Management.* The City will supply API with personnel management services sufficient to provide nutritional services that meet Federal and State regulations as outlined through the South-Central Kansas Area Agency on Aging. 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. API shall reimburse the City monthly for payroll, Medicare, and FICA in accord with a budget mutually agreed upon by API in the SCKAAA contract as listed in Schedule 1. The City shall be allowed at its discretion to increase the pay and benefits of staff retained to perform work for API to conform to other similar City staff. City staff retained to work for API will perform their duties in accord with standards and protocols established by API and or 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 API.

SECTION 2. *Space.* The City shall provide API 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 API 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 days that services are provided by API. Excluded days shall be November 23 and 24, 2023; December 25 and 26, 2023; January 1 and 15, 2024; March 29, 2024; May 27, 2024; June 19, 2024; July 4, 2024; and September 2, 2024, or as mutually agreed between API and the City. Designated storage areas are available to API on a continuous basis throughout the term of the Lease. API may provide a breakfast program if it so chooses. If so, the dining room will be available from 8:00am to 9:00am. API shall reimburse the City for any additional payroll expenses due to additional breakfast programs based on the rate of pay outlined in their agreement with SCKAAA.

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

The city will be responsible for payment of the cost of all utilities for the senior center including the utility charges generated by API's use of the facility. In its use of the facility API 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 API use will have lockable doors at access points. API will have a key to the doors and may restrict access, as it may deem appropriate to maintain the security of its commodities and equipment and to prevent injury or accident from unauthorized persons using the equipment. API will provide the city with a list of all persons to whom it provides a key to any of the doors. This list will be added to the master list of persons holding keys maintained at the Center. Any equipment locks as well as persons having keys to those locks will also be reported to the Senior Center Director. The Senior Center Director shall have the right of entry to 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 shall be available for use during hours that it is not in use by API or the City, in accordance with City policy requirements. No kitchen equipment may be taken off the premises without express permission of API. No API food products may be used without the express permission of API. The city may require a cleanup deposit to cover the cost of cleaning the kitchen if the group using the kitchen fails to do so.

SECTION 3: Equipment. API agrees to provide all 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. API will provide the city with an inventory listing API 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 API originally provided 18 dining tables to the Center. The City and API will each provide for the necessary maintenance and replacement of their own equipment.

SECTION 4: Commodities and Supplies. API 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 API 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 API standard procedures. It is acknowledged that all center staff under the age of 60 shall be required to pay API the non-senior price for any API meals consumed.

All API and City fund raising 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 API and the City. In addition, the City shall have the prerogative of augmenting the funds available for nutrition services if use of such funds is acceptable to API.

It is the specific intention of both API 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.* API will provide adequate monthly financial and service reports to the City on its nutrition operation. The city will provide API with monthly reports on the operation of the Center and the personnel services cost and staff hours provided. API shall be responsible for the completion of all regulatory report requirements outlined by SCKAAA and other State, Federal, and Local agencies. The City and Nutrition Manager shall be responsible for maintaining and submitting required information to API to meet requirements set forth by SCKAAA and other regulatory agencies.

SECTION 7: *Term.* This Agreement will be for the term of one year from and after October 1, 2023, until September 30, 2024, or may expire at the time SCKAAA reviews its annual agreement with API at the option of SCKAAA. Should at any time either API 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 API as an additional insured under this coverage. API 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 API 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.

Now, the City and API 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

Mayor

Executive Director

AGING PROJECTS, INC.

MEALS ON WHEELS/FRIENDSHIP MEALS

President, Board of Directors

Nutrition Center Council

CITY OF ARKANSAS CITY, KANSAS

City Clerk

SCHEDULE 1
(Rev. 2/91)

BUDGET COST JUSTIFICATION III-C(1)
(Program Component)

DATE May 16, 2022

PSA NO. 10

Budget Period October 1, 2022 to September 30, 2023

PAGE 1 OF 2

All positions are 100% time, except as noted; the full compensation of all positions is reported here, except as noted.

PRIMARY & ASSOCIATED COSTS

COOKS	(14) 80 hours/day @ \$10.08375/hr x 260 days	(48%)	\$101,122
KITCHEN HELPERS	(18) 71.25 hours/day @ \$9.26/hr x 260 days	(48%)	\$82,704
TRANSPORTERS	(5) 14.25 hours/day @ \$9.26/hr x 260 days	(48%)	\$16,541
UTILITIES-EST			\$19,188
CALDWELL	723		
CEDAR VALE	2290		
EUREKA	2894		
GRENOLA	482		
HOWARD	2411		
HUTCH KIT.	4677		
KINGMAN	3471		
MADISON	770		
TURON	750		
ZENDA	720		

SCHEDULE DDD

10/02

TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

DATE May 16, 2022

PSA # 10

NAME OF PROJECT: AGING PROJECTS, INC

Page 1 of 5

PERSONNEL BUDGET LINE ITEM(S)	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) SITE OPERATIONS	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
COOKS	101,122						101,122
NUTRITION CTR MGRS		109,207					109,207
CENTRAL OFFICE (48%)			55,740	68			55,808
EXECUTIVE DIRECTOR							
FISCAL MANAGER							
ADM. ASSISTANT							
MENU PLANNER							
KITCHEN HELPERS	82,704						82,704
TRANSPORTERS	16,541						16,541
SUBSTITUTES	5,924	3,495					9,419
FRINGES	50,779	12,369	15,849	7			79,004
FICA							
SUT							
LIFE INSURANCE							
HEALTH INSURANCE							
WORKERS COMP (8,278)							
TOTALS	257,070	125,071	71,589	75	0	0	453,805

SCHEDULE DDD

10/02

TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

DATE

May 16, 2022

PSA #

10

0

NAME OF PROJECT:

AGING PROJECTS, INC

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OTHER EQUIPMENT BUDGET LINE ITEM(S)	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) SITE OPERATIONS	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
SMALL EQUIPMENT equipment for meal preparation office equipment	2,411	250	482				3,143
TOTALS	2,411	250	482	0	0	0	3,143

SCHEDULE DDD

10/02

TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

DATE

May 16, 2022

PSA #

10

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FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

NAME OF PROJECT: AGING PROJECTS, INC

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OTHER COSTS page 1 of 2 BUDGET LINE ITEM(S)	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) SITE OPERATIONS	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
RAWFOOD	285,387						285,387
190258 meals @\$1.50							30,972
COMMODITIES	30,972						30,972
190258 meals @\$.1625							24,125
BONUS COMMODITIES-EST	24,125						24,125
TRAINING	202	750	482				1,434
material							3,375
SUPPLIES			3,375				3,375
190258 meals @ \$.25	47,565						47,565
NUTRITION ED MATERIAL				50			50
PEST CONTROL	2,290						2,290
UTILITIES	19,188		1,157				20,345
MAINT. & REPAIR (kitchen)	4,300						4,300
CENTER USAGE FEE		1,200					1,200
EQUIPMENT LEASE (D/W's)	5,424						5,424
SERVICE CONTRACTS			1,286				1,286
PHONE		600	723				1,323
LIABILITY/BONDING INS.		7,665	1,640				9,305

SCHEDULE 3

RESOURCE JUSTIFICATION for TITLE III-C(1)
(Program Component)

DATE May 16, 2022
PAGE 1 OF 1
PSA #10

Project Name AGING PROJECTS, INC.
Budget Period October 1, 2019 to September 30, 2020

	RESOURCE	NAME OF DONOR	PROGRAM CATEGORY	AMOUNT
SHARE MATCH	A. CASH			
			Sub-Total	
NON-FEDERAL	B. THIRD PARTY IN-KIND			
	4757.29 hours @ \$7.25	VOLUNTEERS	Site Operation	\$34,490
			Sub-Total	\$34,490
NON-MATCH	C. OTHER RESOURCES			
	190258 meals @\$.488363	NSIP CASH	Primary & Associated	\$92,915
	190258 meals @\$.162789	NSIP Supplement	Primary & Associated	\$30,972
	190258 meals @\$.126802	NSIP Entitlement	Primary & Associated	\$24,125
	193636 meals @\$.213163	NSIP Bonus-est.	Primary & Associated	\$41,275
	193636 meals @\$2.065608	Participants & Guests	Program Management	\$399,976
	193636 meals @\$4.79616	Participants & Guests	Primary & Associated	\$92,871
	Mill Levy	Participants & Guests	Site Operation	\$750
Mill Levy (est.)	Reno County	Site Operation	\$13,950	
	CL, HP, RN, RC, SU	Primary & Associated	\$696,834	
		Sub-Total	\$696,834	
	Have you included all non-Title III Resources?		GRAND TOTAL	\$731,324

SCHEDULE 1
(Rev. 2/91)

BUDGET COST JUSTIFICATION FOR III-C(2)
(Program Component)

DATE May 16, 2022⁰

PSA NO. 10

Budget Period October 1, 2022 to September 30, 2023

PAGE 2 OF 2

All positions are 100% time, except as noted; the full compensation of all positions is reported here, except as noted.

PRIMARY & ASSOCIATED COSTS

UTILITIES-EST

CALDWELL	777
CEDAR VALE	2460
EUREKA	3106
GRENOLA	518
HOWARD	2589
HUTCH KIT.	5023
KINGMAN	3729
MADISON	830
ZENDA	680

\$19,712

MEAL DELIVERY

NUTRITION CENTER MANAGERS

UAI Assessments 100 hours @ \$9.90/hr

\$990

TRANSPORTERS

(7) 16.5 hours/day @ \$7.76/hr x 262 days

\$39,725

SCHEDULE EEE

10/02

TITLE III-C(2) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

DATE May 16, 2022⁰
 PSA # 10

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

NAME OF PROJECT: AGING PROJECTS, INC
 Page 2 of 5

TRAVEL	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
BUDGET LINE ITEM(S) CENTRAL OFFICE (52%) meals/lodging/mileage			5,654				5,654
TOTALS	0	0	5,654	0	0	0	5,654

SCHEDULE EEE

10/02

TITLE III-C(2) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

DATE May 16, 2022⁰
PSA # 10

NAME OF PROJECT: AGING PROJECTS, INC
Page 4 of 5

CONTRACTUAL	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
BUDGET LINE ITEM(S)							
ARK CITY PERSONNEL (52%)	16,631						16,631
AUDITOR (50%)			9,658				9,658
DIETITIAN (52%)	388						388
TOTALS	17,019	0	9,658	0	0	0	26,677

SCHEDULE EEE

10/02

TITLE III-C(2) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

DATE May 16, 2022

PSA # 10

0

FOR BUDGET YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

NAME OF PROJECT: AGING PROJECTS, INC

OTHER COSTS page 1 of 2 BUDGET LINE ITEM(S)	PROGRAM CATEGORIES						TOTALS (1-6)
	(1) P & A COSTS	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) TRANSP.	(6) SHOPPING ASSISTANCE	
FOOD LICENSES (26)	3,190						3,190
IN-KIND		21,751					21,751
AAA ADM MATCH			1,549				1,549
CLASSIFIED ADS	311		129				440
BOARD OF DIRECTORS			1,958				1,958
TRANSPORT OF MEALS	16,573	41,803					58,376
AUTO INSURANCE	2,962	6,105					9,067
TOTALS	472,681	152,711	12,941	53	0	0	638,386