



**City of Menifee
Senior Advisory Committee
Meeting Agenda
Tuesday, August 25, 2015**

**City Council Chambers
29714 Haun Road
Menifee, CA 92586**

10:00 a.m. Regular Meeting

*THE PURPOSE OF THE SENIOR ADVISORY COMMITTEE MEETINGS ARE TO CONDUCT THE CITY'S
BUSINESS*

PLEASE SEE OUR DECORUM POLICY NOTES AT THE END OF THIS AGENDA

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. PRESENTATIONS**
Detective Phillip Pico / Detective Justino Flores – Riverside County Sheriff's Department
- 5. APPROVAL OF MINUTES**
 - 5.1. Minutes of June 23, 2015**
- 6. AGENDA APPROVAL OR MODIFICATION**
- 7. PUBLIC COMMENTS (non-agenda items only)**
- 8. DISCUSSION ITEMS**
 - 8.1. Computer Lab Programming Review**
 - Review and discuss computer lab programs.
 - 8.2. Facility Tour Scheduling**
 - Discuss and confirm preferred date for a comprehensive tour of public park facilities in the City of Menifee

8.3. FSA Contract Renewal

- Recommend City Council authorize City Manager to enter into Professional Services Agreement with FSA

9. COMMUNITY SERVICES DIRECTOR COMMENTS

9.1. Department Update

- Senior Center Renovation Update
- Senior Center Programs
- Senior Center Excursions

10. COMMITTEE MEMBER REPORTS ON COMMITTEE ACTIVITIES

11. FUTURE AGENDA REQUESTS FROM COMMITTEE MEMBERS:

Items Scheduled for Future Agendas:

Senior Website Updates: Calendar of Events
PEG – Public Access Channel Programming
“Friends and Neighbors” Program
ADA/Mobility Equipment in ROW and Sidewalks

12. ADJOURNMENT

Decorum Policy Notes

Please use a speaker request form when you wish to address the Committee

The Committee anticipates and encourages public participation at its Committee meeting, both on agenda items and during the public comments period. Please use respect by not having your cell phones on, refrain from talking in the audience or outbursts that may be disruptive. While we encourage participation, we ask there be a mutual respect for the proceedings.

Staff Reports

Materials related to an item on this Agenda, including those submitted to the Committee after distribution of the agenda packet, and are available for public inspection by contacting Jen Allen, Deputy City Clerk, at (951) 672-6777 during normal business hours.

Compliance with the Americans with Disabilities Act

If you need special assistance to participate in this meeting, you should contact Jennifer Allen, Deputy City Clerk, at (951) 672-6777. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

**City of Menifee Senior Advisory Committee
Regular Meeting Minutes
June 23, 2015**

1. CALL TO ORDER

Committee Chair Gloria Sanchez called the meeting to order at 10:00 AM.

2. ROLL CALL

Present were: Committee Chair Gloria Sanchez, Committee Vice-Chair Ken Woytek, Committee Member Ruth Goulet, Committee member Victoria Arendain, Community Services Director Robert Lennox, Senior Administrative Analyst Allen Yun, Management Analyst Margarita Cornejo, Community Services Supervisor Jason Hendrix, Community Services Coordinator Erica Toney and seven (7) members of the public. Absent were: Committee member Chuck Reutter.

3. FLAG SALUTE

1. PRESENTATIONS

Ms. Brenda Freeman, Community Action Partnership of Riverside County

Ms. Brenda Freeman with Community Action Partnership of Riverside County provided a brief presentation on the purpose and services of Community Action Partnership (CAP).

2. APPROVAL OF MINUTES

2.1. Minutes of May 26, 2015

A motion to approve the minutes of the May 26, 2015 Meeting was made by Committee member Goulet.

Motion was seconded by Committee member Arendain.

Motion was unanimously approved.

3. AGENDA APPROVAL OR MODIFICATION

As posted.

4. PUBLIC COMMENTS (non-agenda items only)

None.

5. DISCUSSION ITEMS

5.1. 2015-16 Committee Meeting Calendar

- Review and approve the proposed 2015-16 Senior Advisory Committee meeting calendar.

Community Services Director Lennox provided staff report with tentative 2015-16 Senior Advisory Committee meeting calendar for the committee's review.

Committee Vice Chair Woytek indicated it may be beneficial to have SAC meetings also posted on the Menifee Buzz newspaper.

Committee member Goulet stated she would like to see SAC meetings take place in different areas of City apart from District 1.

Committee Chair Sanchez requested staff look at meeting locations at each HOA area.

A motion to approve the proposed calendar was made by Committee member Arendain.

Motion was seconded by Committee member Goulet.

Motion was unanimously approved.

5.2. Senior Trips and Tours Discussion

- Discuss and propose preferred excursion ideas and offsite trip/activity options for a potential Senior Trips and Tours program.

Community Services Director Lennox provided a staff report regarding potential senior trips/tours options based on preliminary staff research.

Committee member Goulet asked for clarification if the proposed pricing range included transportation.

Community Services Director Lennox indicated it did.

Committee Vice Chair Woytek mentioned distance of travel may be something to consider when making final selections.

5.3. Facility Tour Scheduling

- Discuss and confirm preferred date for a comprehensive tour of public park facilities in the City of Menifee.

Community Services Director Lennox provided a brief staff report regarding the Committee's previous request to arrange for a comprehensive facility tour.

Committee Chair Sanchez requested discussion of this item be postponed to future meeting to allow for better weather.

6. COMMUNITY SERVICES DIRECTOR COMMENTS

6.1. Department Update

- Staff Introductions
- Parks, Trails, Open Space and Recreation Master Plan
- Senior Center Renovation
- Events and Activities

Community Services Director Lennox introduced new maintenance and recreation staff including: Community Services Supervisor Jason Hendrix, Community Services Coordinator overseeing Kay Cenicerros Senior Center, Erica Toney, Landscape Supervisor Mark Cooper, Landscape Specialist Bryce Howell, and Landscape Supervisor David Brooks. Director Lennox provided summary on recruitment process and upcoming tasks.

Community Services Director Lennox also provided an update on the Parks Master Plan process, mentioning the online and phone surveys have been completed and results are being compiled by consultant.

Senior Administrative Analyst Allen Yun provided an update on the Senior Center Renovation, interior and exterior, projects, highlighting a majority of the improvements are anticipated to be completed by June 26, 2015. Also, mentioned the Kay Cenicerros Senior Center Grand Re-opening scheduled for June 26, 2015. Senior Administrative Analyst Allen Yun also provided updates on upcoming special events, including: Independence Day Celebration and Movies at the Park series.

7. COMMITTEE MEMBER REPORTS ON COMMITTEE ACTIVITIES

Committee member Goulet mentioned discussion of an attempt to opening a homeless shelter along McCall Boulevard.

Committee Chair Sanchez stated she had met with City Manager and Councilmember recently to discuss the topic.

8. FUTURE AGENDA REQUESTS FROM COMMITTEE MEMBERS:

Items Scheduled for Future Agendas:

- Senior Trolley/Transportation

- Public Safety Presentation
- Computer Lab Programming Review
- Senior Website Updates: Calendar of Events
- PEG – Public Access Channel Programming
- Committee Meeting Dates – Offsite Meetings
- “Friends and Neighbors” Program
- ADA/Mobility Equipment in ROW and Sidewalks
- HOA Lists for City of Menifee

9. ADJOURNMENT

Committee Chair Sanchez adjourned the meeting at 11:10 am.

Margarita Cornejo, Management Analyst

CITY OF MENIFEE

COMPUTER LAB PROGRAMMING REVIEW

MEETING DATE: August 25, 2015

TO: Committee Chair and Committee Members

PREPARED BY: Erica Toney, Community Services Coordinator

REVIEWED BY: Jason Hendrix, Community Services Supervisor
Robert Lennox, Community Services Director

SUBJECT: Computer Lab Programming Review

RECOMMENDED ACTION

Review and discuss computer lab programs.

DISCUSSION

As of August 3, 2015 the Kay Cenicerros Senior Center has opened a small computer lab with six computers operated and maintained by the City of Meniffee. The computer lab has been a great expansion to services at the senior center. Current classes are offered free of charge and are instructed by Community Services Leaders:

- **Tech Time with Staff** **Mondays** **10 am – 2 pm**
Designed for seniors to bring in electrical items they may need step-by-step instructors on.
- **Computers 101** **Tuesdays** **10 am – 11 am**
Designed for seniors with little to no experience. Course provides basic computer instruction on software including: Word, Excel, and Power Point.
- **You've Got Mail** **Wednesdays** **1 pm – 2 pm**
Step-by-step instructions on how to set up an email account and how to communicate with family and friends safely and effectively.

Seniors continue to show excitement for the classes, as attendance continues to grow. To date a total of forty-five seniors have participated in the classes.

Future Capital Improvement Projects (CIP) will include additional space to accommodate class expansion.

Staff recommends Committee review and discuss computer lab programs.

FISCAL IMPACT

None

ATTACHMENTS

None

CITY OF MENIFEE

FACILITY TOUR SCHEDULING

MEETING DATE: August 25, 2015

TO: Committee Chair and Committee Members

PREPARED BY: Erica Toney, Community Services Coordinator

REVIEWED BY: Jason Hendrix, Community Services Supervisor
Robert Lennox, Community Services Director

SUBJECT: Facility Tour Scheduling

RECOMMENDED ACTION

Discuss and confirm preferred date(s) for a comprehensive tour of public park facilities in the City of Menifee.

DISCUSSION

During the June 23, 2015 meeting of the Senior Advisory Committee, members requested to revisit future agenda item to view and tour public facilities that provide recreation and leisure services to residents of Menifee.

Consequently, staff is requesting the consensus of Committee Members for a date or dates that are preferred to conduct a tour on. Additionally, staff is open to suggestions from the Committee on which facilities are most preferred to visit, in the interest of time and relevance to senior services. The Committee is encouraged to consider both existing monthly meeting dates of the Committee or alternatively, a special meeting, on a date of the Committee's choosing.

FISCAL IMPACT

None

ATTACHMENTS

None

CITY OF MENIFEE

RECOMMEND CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FAMILY SERVICE ASSOCIATION TO PROVIDE SENIOR NUTRITION MEALS AT THE KAY CENICEROS SENIOR CENTER AND FOR HOMEBOUND MENIFEE SENIORS

MEETING DATE: August 25, 2015

TO: Committee Chair and Committee Members

PREPARED BY: Jason Hendrix, Community Services Supervisor

REVIEWED BY: Robert Lennox, Community Services Director

SUBJECT: Recommend City Council Authorize the City Manager to execute a Professional Services Agreement with Family Service Association to provide Senior Nutrition meals at the Kay Cenicerros Senior Center and for homebound Meniffee seniors.

RECOMMENDED ACTION

Recommend City Council Authorize the City Manager to execute a Professional Services Agreement with Family Service Association to provide Senior Nutrition meals at the Kay Cenicerros Senior Center and for homebound Meniffee seniors.

DISCUSSION

Family Service Association (FSA)'s Senior Nutrition Program has been part of the existing programs operated within the Kay Cenicerros Senior Center prior to the City assuming ownership and operation of the center as of July 1, 2014. The Senior Nutrition Program provides nutritious meals to seniors throughout Riverside and San Bernardino Counties serving 28,080 meals per year. Warm and nutritionally balanced meals are provided to seniors in a group setting. Seniors are able to socialize with others and experience nutritional training seminars which assist them with eating a more balanced and healthy diet.

Recognizing the benefits of having the Senior Nutrition Program available to Meniffee residents, City staff recommends the City enter into a Professional Service Agreement with FSA for the operation of the Senior Nutrition Program at the Kay Cenicerros Senior Center.

The agreement stipulates that FSA shall not be required to pay rental/lease fees or utility costs so long as the Senior Nutrition program provides meals to Meniffee residents and does not serve as a central kitchen for the region. Changes to the proposed Agreement

include added responsibilities for FSA to provide cleaning of the kitchen facilities on a regular basis as well as proper disposal of trash and left over food product on a daily basis. The new agreement also excludes the City's former center operator contractor (Valley-Wide Recreation and Park District) from the agreement.

FISCAL IMPACT

There is no financial expenditure impact as a result of the actions recommended in this report. The Senior Nutrition Program will be provided at no cost to residents of the City of Menifee.

ATTACHMENTS

Professional Services Agreement between City of Menifee, Family Service Association (FSA)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Professional Services ("Agreement") is made this ___ day of _____, 2015 ("Effective Date") by and between the CITY OF MENIFEE ("City") and Family Service Association, a California non-profit corporation ("FSA"). ("FSA") (together sometimes referred to as the "Parties").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, FSA shall provide to City the services described in the Scope of Work, (Exhibit A) and incorporated here and generally described as the Senior Nutrition Program, which provides nutritious meals for Meniffee senior residents. Senior Nutrition Program services will be provided at Kay Ceniceros Senior Center (29995 Evans Road). As the current center operator, City shall coordinate with FSA regarding dates and times for regular program delivery. FSA will perform subsequent Task Orders as requested by the Contract Administrator, in accordance with the Scope of Work. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on July 1, 2015 and shall end on June 30, 2016, with two (2) single year (July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018) renewals upon mutual agreement, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to FSA to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. Terms are contingent upon FSA maintaining active contract in good standing with the County of Riverside Office on Aging.

1.2 Standard of Performance. FSA shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which FSA is engaged in the geographical area in which FSA practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. FSA shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, FSA shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. FSA shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy FSA's obligations hereunder.

1.5 Authorization to Perform Services. FSA is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 2. COMPENSATION. City hereby agrees to pay FSA a sum not to exceed Zero dollars and zero cents (\$0.00) notwithstanding any contrary indications that may be contained in FSA's proposal, for services to be performed and reimbursable costs incurred under this Agreement; the Senior Nutrition Program will be provided free of cost. In the event

of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail.

Section 3. FACILITIES AND EQUIPMENT. Except as otherwise provided, City shall, maintain and replace at their expense all existing City owned equipment necessary to perform the services required by this Agreement. If equipment repair is due to neglect or misuse by FSA personnel, this expense will be the responsibility of FSA. FSA will be responsible for cleaning and preventative maintenance of County or FSA owned equipment and the daily cleaning of all City equipment used for the services required by this agreement. City shall make available to FSA physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for FSA's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

FSA shall use the Premises solely for the purpose of operating a nutrition program for Menifee seniors, and shall be used for no other use or uses by FSA without the express written consent of the City. Any requests for changes in use of the facility must be presented to the City thirty (30), days in advance of proposed changed.

FSA shall in good faith and with reasonable diligence develop and offer programs that reflect community needs. During the term of this Lease FSA shall endeavor to involve the residents of Menifee in all aspects of their activities and shall continue to invite Menifee residents to be involved in their activities through local media and City Community Services Department resources.

FSA Signs. FSA may, at FSA's sole cost and expense, place signs on and within the Premises which incorporate FSA's name, together with City's names for the Premises. All such signs placed on the Premises shall be approved by the City prior to their installation, and must be in compliance with City ordinances and regulations.

FSA shall be responsible for general cleanliness of all facilities and equipment necessary to provide nutrition program. FSA shall incur all costs associated with daily cleaning of equipment and facilities located on City Premises. FSA and City shall share costs bi-annually to thoroughly clean program area.

City shall provide FSA with Janitorial equipment and basic cleaning supplies for approved FSA staff to utilize. City shall also provide pest control services on an as needed basis.

Section 4. WASTE. FSA shall not conduct or permit to be conducted any public or private nuisance on or from the Premises, or commit or permit to be committed any waste upon the Premises; provided, however, that FSA may perform any work reasonably necessary to cause the Premises to be suitable for FSA's permitted uses subject to the terms of this Agreement, and in particular obtaining City approvals as may be required pursuant to Section 10 A.

FSA shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises.

FSA shall remove all waste incurred from Senior Nutrition and place in city provided waste containers on a daily basis. Waste to be taken daily to the external trash enclosures located adjacent to the Kay Cenicerros Senior Center in the parking lot.

Section 5. PROHIBITED ACTIVITIES. FSA may not do any of the following on the Premises:

- 1) Conduct or permit any type of unlawful conduct on the Premises; or
- 2) Allow the consumption or sale of alcohol in or outside of the Premises.

Security. FSA may, at its option, and at FSA's sole cost and expense, employ or post a security person at the Premises.

COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Compliance with Law. FSA shall comply with all applicable laws and obtain all governmental licenses, permits and approvals necessary for its operation of the Premises. FSA shall defend, indemnify and hold the City and its elected officials, employees and agents from and against any and all liabilities, claims, losses, costs, expenses, penalties, and/or damages which result from FSA's failure to comply with this requirement.

Non-Discrimination. FSA shall not discriminate in the use of the Premises or in its operations thereon, including, but not limited to, membership, administration, and/or employment, against any person or class of persons by reason of race, color, creed, national origin, religion, age or sex or for any other reason prohibited by law.

Drug Free Workplace. FSA shall at all times observe and comply with the City's Drug Free Workplace policy, as that policy may in the future be amended, and a copy of which FSA acknowledges having received from City.

Section 6. CONDITION OF PREMISES

FSA represents that during the term of its occupancy and use of the Premises pursuant to any previous lease or agreement, no waste was committed, that FSA has fully disclosed to City all matters which are subject to disclosure or which may affect the condition of the Premises, and that FSA has not permitted any Hazardous Materials (as defined in this Agreement) to be present on the Premises during FSA's previous occupancy of the Premises.

City represents that (1) it is the owner in fee simple of the Premises; (2) the use of the Premises as set forth in this Agreement does not violate any restrictions applicable to the Premises; (3) the use of the Premises as set forth in this Agreement is a use permitted upon the Premises by the applicable zoning requirements, subject to issuance of applicable permits and approvals; and (4) this Agreement has been approved as required by law.

Section 7. ALTERATIONS AND ADDITIONS

Section 8. Alterations and Additions. FSA shall make no alterations, additions or improvements to the Premises, except for non-structural work, without City's prior written consent. City shall not unreasonably withhold such consent to non-structural work.

Section 9. Mechanic's Liens. To the extent FSA performs any work on the Premises, FSA shall promptly pay or cause to be paid, all money due and payable for and on account of the construction, repair, restoration, replacement, or improvement done by or on behalf of FSA to or on the Premises. FSA shall indemnify, defend and keep and hold City and the Premises free and harmless from any and all mechanics', material men's, contractors' and sub-contractors' liens arising from or growing out of the aforesaid work.

Section 10. Ownership of Improvements/Alterations. All alterations, improvements or additions which are made on the Premises by the FSA shall become the property of the City and shall remain upon and be surrendered with the Premises at the expiration of the term of this Lease. Upon expiration of this Lease, or earlier termination thereof, the Premises (and any alterations or additions thereto) shall be free, clear and unencumbered, and FSA shall defend and indemnify City against any future claims, liabilities, losses, costs and damages arising in connection with any encumbrance placed upon or allowed to be placed upon the Premises by FSA. Notwithstanding the above, this paragraph shall not apply to FSA's trade fixtures, furniture, equipment and other machinery, which are not affixed to the Premises in a manner so that they cannot be removed without material or structural damage to the Premises, which shall remain the property of the FSA and may be removed by the FSA on or before the expiration of the term of this Lease, but FSAs' property shall not include the items listed in Exhibit "C" which shall remain on the Premises.

Section 11. UTILITIES. During the term of this Agreement, all utility costs related to all electric, gas and water used by FSA on the Premises, shall be paid by City provided Senior Nutrition Program will provide service to Menifee senior residents only. City reserves the right to apply and collect utility fees from FSA, contingent on service(s) provided beyond City boundary and/or food preparation activity within facility kitchen. Use of kitchen facility as central kitchen will require written approval from City first.

Section 12. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, FSA, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that FSA has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to the City. FSA shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the FSA's compensation. FSA shall not allow any subcontractor, FSA or other agent to commence work on any subcontract until FSA has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. FSA acknowledges the insurance policy must cover inter-insured suits between the City and other Insureds.

12.1 Workers' Compensation. FSA shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by FSA per the Labor Code of the State of California.. Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, FSA may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall

be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the FSA, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

12.2 Commercial General Automobile Liability Insurance.

12.2.1 General requirements. FSA, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles.

12.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8 and 9. No endorsement shall be attached limiting the coverage.

12.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of FSA to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

12.3 Professional Liability Insurance.

12.3.1 General requirements. FSA, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If it exceeds \$25,000, this must be approved by the City.

12.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, FSA must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. The City shall have the right to exercise, at the FSA's sole cost and expense, any extended reporting provisions of the policy, if the FSA cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

12.4 All Policies Requirements.

12.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII and admitted in California.

12.4.2 Verification of coverage. Prior to beginning any work under this Agreement, FSA shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **(FSA Senior Nutrition Program)**. The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29714 Haun Road, Menifee, CA 92586. The City must be endorsed as an additional insured for liability arising out of **ongoing and completed operations** by or on behalf of the FSA.

12.4.3 Notice of Reduction in or Cancellation of FSA shall provide written notice within ten (10) working days if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. and in no case later than ten (10) working days after FSA is notified of the change in coverage.

12.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of FSA, including the insured's general supervision of FSA; products and completed operations of FSA, as applicable; premises owned, occupied, or used by FSA; and automobiles owned, leased, or used by the FSA in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to the City as an

additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City. Additional insured status shall continue for (1) year after delivery of product(s).

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

12.4.5 Deductibles and Self-insured Retentions. FSA shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, FSA may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that FSA procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

12.4.6 Subcontractors. FSA shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12.4.7 Variation. Contract Administrator may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

12.5 Remedies. In addition to any other remedies City may have if FSA fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for FSA's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order FSA to stop work under this Agreement or withhold any payment that becomes due to FSA hereunder, or both stop work and withhold any payment, until FSA demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 13.INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for FSA's Services, to the fullest extent permitted by law, FSA shall indemnify, protect, defend and hold harmless any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of FSA, its officers, agents, employees or sub-FSAs (or any entity or individual that FSA shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, FSA shall indemnify, protect, defend and hold harmless the City of Menifee, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by FSA or by any individual or entity for which FSA is legally liable, including but not limited to officers, agents, employees or sub-contractors of FSA.

(c) Limitation of Indemnification. Notwithstanding any provision of this Section 5, *Indemnification* to the contrary, design professionals are required to defend and indemnify the City of Menifee only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional" as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(b) The provisions of this section do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

Section 14.STATUS OF FSA.

14.1 Independent Contractor. At all times during the term of this Agreement, FSA shall be an independent contractor and shall not be an employee of City. City shall have the right to control FSA only insofar as the results of FSA's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which FSA accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, FSA and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

Section 15.LEGAL REQUIREMENTS.

15.1 Governing Law. The laws of the State of California shall govern this agreement.

15.2 Compliance with Applicable Laws. FSA and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder. FSA shall not hire or employ any person to perform work within the City of Menifee or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. FSA shall obtain a City of Menifee business license. FSA shall require the same of all subcontractors.

15.3 Licenses and Permits. FSA represents and warrants to City that FSA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. FSA represents and warrants to City that FSA and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term or this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, FSA and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

Section 16.TERMINATION AND MODIFICATION.

16.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to FSA.

FSA may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, FSA shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon FSA delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to FSA or prepared by or for FSA or the City in connection with this Agreement.

16.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. FSA understands and agrees that, if City grants such an extension, City shall have no obligation to provide FSA with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse FSA for any otherwise reimbursable expenses incurred during the extension period.

16.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

16.4 Assignment and Subcontracting. City and FSA recognize and agree that this Agreement contemplates personal performance by FSA and is based upon a determination of FSA's unique personal competence, experience, and specialized personal

knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of FSA. FSA may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. FSA shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave FSA's employ, FSA shall notify City immediately.

16.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and FSA shall survive the termination of this Agreement.

16.6 Options upon Breach by FSA. If FSA materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

16.6.1 Immediately terminate the Agreement;

16.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by FSA pursuant to this Agreement;

16.6.3 Retain a different FSA to complete the work described in Exhibit A not finished by FSA; or

16.6.4 Charge FSA the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid FSA pursuant to Section 2 if FSA had completed the work.

Section 17.KEEPING AND STATUS OF RECORDS.

17.1 Records Created as Part of FSA's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that FSA prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. FSA hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and FSA agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.

17.2 FSA's Books and Records. FSA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the FSA to this Agreement.

17.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires FSA to maintain shall be made available for inspection,

audit, and/or copying at any time during regular business hours, upon oral or written request of, the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 18.MISCELLANEOUS PROVISIONS.

18.1 Attorneys' Fees. If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

18.2 Venue. In the event that any party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.

18.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

18.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

18.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

18.6 FSA Representative. All matters under this Agreement shall be handled for FSA by **Tom Donahue – FSA Administrator Senior Nutrition.**

18.7 City Contract Administration. This Agreement shall be administered by City Manager or designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

18.8 Notices. Any written notice to FSA shall be sent to:

FSA – Family Service Association
21250 Box Springs Road, Suite 101
Moreno Valley, CA 92557

Any written notice to City shall be sent to the Contract Administrator with a copy to:
City Clerk
City of Meniffee
29714 Haun Road

Menifee, CA 92586

18.9 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and FSA and supersedes all prior negotiations, representations, or agreements, either written or oral.

18.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

18.11 Nondiscrimination. FSA shall not discriminate in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Section 19.

The Parties have executed this Agreement as of the Effective Date.

CITY OF MENIFEE

FAMILY SERVICE ASSOCIATION (FSA)

Robert A. Johnson, City Manager

Attest:

Kathy Bennett, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT A

SCOPE OF WORK

Senior Nutrition Program: Provide warm, delicious and nutritionally balanced meals to seniors in a group setting. Program will involve warming of food meals, but not include any food preparation.

Program is estimated to operate five times per week, provide approximately 540 meals per week and serve 28,080 meals per year. **NOTE:** Meals served might vary and is dependent on program funding. FSA agrees to notify City should funding levels change and these estimates will be significantly altered.

Kay Cenicerros Senior Center Kitchen site map.

