

**RESOLUTION 2011-VV**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A SITE AGREEMENT WITH CATHOLIC COMMUNITY SERVICES.**

**WHEREAS**, the Town of Eatonville Council will authorize the Mayor to sign an agreement with Catholic Community Services for the Eatonville Meal Site.

**WHEREAS**, the Council hereby authorizes the Mayor to sign a site agreement, attached to hereto, with Catholic Community Services for the Eatonville Meal Site for use of Eatonville Community Center for a monthly amount of \$455.00.

**WHEREAS**, this agreement shall renew for an additional twelve (12) month period automatically every calendar year on January 1. Either party may terminate this agreement upon written notice provided to the other party not less than sixty (60) days before termination.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council authorizes the Mayor to sign a site agreement with Catholic Community Services.

**PASSED** by the Council of the Town of Eatonville at a regular meeting this 28th day of November, 2011.

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Ray Harper, Mayor

ATTEST:

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Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

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Town Attorney

# Town of Eatonville

Incorporated October 28, 1909

P.O. Box 309 • 201 Center St. W.  
Eatonville, WA 98328  
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## SITE AGREEMENT BETWEEN TOWN OF EATONVILLE AND CATHOLIC COMMUNITY SERVICES FOR EATONVILLE MEAL SITE

The Town of Eatonville hereinafter referred to as the "Town", whose address is agrees to cooperate with the Catholic Community Services, hereinafter referred to as the "Program".

1. The Senior Nutrition Program is funded by Title III C of the Older Americans Act in a project administered by the Department of Social and Health Services through Pierce County Aging and Long Term Care. Use of these funds is strictly limited by federal regulations. The primary intent of the program is to provide nutritious, low cost meals to seniors 60 years of age or over in a group setting.
2. The Program will operate three (3) days per week (Monday, Wednesday, and Friday) between the hours 9:00 a.m. and 2:00 p.m. in the Eatonville Community Center 52 weeks per year. The facilities to be used by the Program include kitchen, kitchen equipment, and utensils, dining room, (to accommodate up to eighty participants), tables and chairs, restrooms and secure storage space for records and food service supplies. The Program will supply cookware, utensils, paper products, and cleaning supplies necessary for meal site operations. A program staff member will be responsible for meal site activities on days of operation. A key for building access is required.
3. The Program also agrees to pay the Town \$210.00 per month to help defray utility related costs (dumpster, lights, heat, water). A statement needs to be sent to the Program at the close of each month and the Town will receive payment no later than 30 days following receipt of the statement.
4. The Town will provide all major custodial services; however, it is agreed that the Program or authorized third parties using the dining or kitchen areas will leave these areas clean, orderly and sanitary after use. The Program agrees to pay one-third of the janitorial costs, of which one-third calculates to \$225.00 presently \$675.00 per month, for

the use of kitchen, dining area and restrooms. The janitorial services can be included on the statement sent to the Program at the close of each month for utilities.

5. The Town will maintain the building in a safe condition (i.e., burned out light bulbs replaced, smooth walking surfaces, etc.). Should the meal site manager discover damage to the facilities it is recognized that there is a mutual responsibility to protect the security of the Town's and the Program's equipment and supplies.
6. All utility and building maintenance costs will be the responsibility of the Town. The Program agrees to pay one-third of the costs for necessary repairs to the stoves, dishwashers, and other kitchen equipment when damage or loss is due to Program use. The Program will pay up to \$20.00 per month for use of dishwasher soap. The Program will provide its own cleaning supplies. The Town must request repair payments in writing. Sales tax will not be included in the payment. Equipment purchased by the Program will remain its property. The Eatonville Community Center may use Program's equipment when the request does not interfere with the Program's use. When requested in writing, the Town will reimburse the Program for replacement of or necessary repairs to Program equipment when damage or loss is due to the Eatonville Community Center use.

Supportive services offered at the Center, will be arranged by the Center Supervisor and scheduling coordinated with the Meal Site Manager.

7. The only authorized users of the freezer cooler are the Eatonville Community Center Food Bank, Congregate Meal Program, the Home Delivered Meal Program and those authorized by the Community Center Facilitator, Town Clerk or designee, acting on behalf of the Town. Those who rent the kitchen for other uses are hereby authorized by the Town to use the freezer cooler, but must not use and shall reserve the food stored by others in the freezer and cooler.
8. Closures- Should the Eatonville Community Center require use of the dining facilities which necessitates a temporary meal program closure, one week's notice is requested by the Program.

Holiday Closures are subject to an annually published list by the CCS, of which a copy will be provided for the Meal Site and Center for posting and compliance. Any discrepancy between CCS closures and Center closures will be coordinated by the Program Coordinator and the Community Center Facilitator.

Closure of a Meal Site due to inclement weather is determined by the Program Coordinator as authorized by the LTC Director. Decisions are based on the School District closures, in which the site is located, not the home of the Meal Site Manager. If the school district is closed then that site is closed. If there is a delay of one/two hours then the site is open. Meal Site partners will be notified of all closures or delays.

Every reasonable effort will be made by the Meal Site Managers/Drivers to determine whether or not there are closures by listening to the radio, calling the Program

Coordinator, or calling the office for a recorded or live notification. Safety is of utmost importance.

All staff are to contact the Program Coordinator @ 253-651-2445 (cell) for final verification of site closures, inability to get to site/office, or other possibilities. Calls are accepted 24/7. Determination for other scenarios will be made on case by case basis by the Program Coordinator.

9. Annual Fire Inspections. Each site is required to have an annual fire inspection. The Town Hall Staff will coordinate with the Fire Marshall for inspections. Upon receipt of the inspection results each meal site will ensure the Program Coordinator receives a copy for their file and that the original is posted at the Meal Site.
10. Conflict Resolution- If problems arise with participants, Meal Site and/or Center personnel they shall be brought to the immediate attention of the Meal Site Manager, Program Coordinator and the Center Facilitator. All personnel will work together to resolve such problems and all parties involved will be notified on how the problems will be resolved. If resolution is not successful at this level the problem will be taken to the Director, LTC and lastly to the Division of Aging & Long Term Care.
11. Insurance/Indemnification/Liability. Program shall maintain comprehensive general liability insurance with limits of at least \$1,000,000 that applies to all volunteers and employees of the Program while engaged in Program's activities. This coverage insures the legal liability of Catholic Community Services and its agents against personal injury, bodily injury or property claims. A detailed explanation of the insurance coverage is on file at the Catholic Community Services office. Program shall ensure that the Town is named as an additional insured with respect to the Program's use of the Town's facilities as described herein.

In further consideration for its use of the Town's premises, Program hereby releases, discharges, and holds harmless the Town and the Town's employees, officials, agents, and/or volunteers from and against any claims, lawsuits, demands, or liability that arise out the Town's ownership and/or maintenance of said premises, whether negligent or not. Program further agrees to defend, indemnify, and hold harmless the Town and the Town's employees, officials, agents, and/or volunteers against any claims, lawsuits, demands, or liability (including costs and attorneys' fees) that arise out of the Program's use of the Town's facilities as described herein.

12. Effective Date/Termination. This agreement will take effect on January 1, 2012 and shall remain in effect for twelve (12) months thereafter. The parties may modify this agreement only through mutual written consent, made on authority by the Town Council in accordance with Washington's Open Public Meetings Act. In such cases the modification(s) shall supersede any inconsistent provision(s) herein.

This agreement shall renew for an additional twelve (12) month period automatically every calendar year on January 1 unless either party gives notice to terminate as provided in this section. Either party may terminate this agreement upon written notice

provided to the other party not less than sixty (60) days before the termination date. If a termination date is not specified in the written notice, the termination date shall be sixty (60) days following delivery of such notice, excluding the date of delivery. After the termination date, the parties' respective rights and duties under this Agreement shall cease.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**FOR THE TOWN OF EATONVILLE:**

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**Raymond Harper, Mayor**  
**Town of Eatonville**

**Attest:**

\_\_\_\_\_  
**Chrystal McGlone, Clerk**  
**Town of Eatonville**

**FOR CATHOLIC COMMUNITY SERVICES**

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**TITLE:** \_\_\_\_\_