

RESOLUTION NO. 5109-12

RESOLUTION APPROVING AN AGREEMENT WITH  
LOAVES & FISHES CENTERS, INC. TO PROVIDE A  
NUTRITION PROGRAM AT THE JUANITA POHL CENTER

WHEREAS, the City of Tualatin (City) has partnered with Loaves & Fishes Centers, Inc. (Loaves & Fishes) since 1982 for management and staffing of the Pohl Center to provide nutrition, social, and recreational programs for older adults; and

WHEREAS, recently Loaves & Fishes has suggested that the City consider assuming responsibility for managing the Pohl Center, while continuing its partnership with Loaves & Fishes to provide a Nutrition Program, including weekday on-site lunch meals and Meals-On-Wheels services to homebound elderly in the area; and

WHEREAS, with this change Loaves & Fishes can focus its limited resources on the Nutrition Program which is its primary mission and the City can better leverage its resources to achieve the Council Goal of developing recreation and other programs for older adults and people of all ages by managing the Pohl Center, Van Raden Community Center, and Lafky House as a multigenerational complex; and

WHEREAS, the relationship between the City and Loaves & Fishes is strong and mutually supportive and the intention is to continue the partnership with roles that are sustainable and that enable each organization to realize its goals.

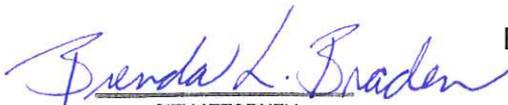
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The attached Agreement is approved.

Section 2. The City Manager is authorized to sign the attached Agreement and execute changes.

INTRODUCED AND ADOPTED this 25th day of June, 2012.

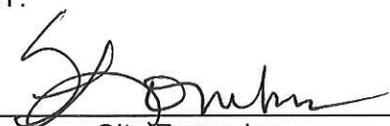
APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

CITY OF TUALATIN, OREGON

BY   
Mayor

ATTEST:

BY   
City Recorder

**CITY OF TUALATIN**  
**AGREEMENT WITH LOAVES & FISHES CENTERS, INC.**

THIS AGREEMENT entered into by and between the City of Tualatin (CITY) and Loaves & Fishes Centers, Inc. (LOAVES & FISHES), constitutes a mutual understanding between these two parties to cooperate in the use of space and program operation at the Juanita Pohl Center (Pohl Center), 8513 SW Tualatin Road, Tualatin, OR 97062.

WHEREAS, CITY has partnered with LOAVES & FISHES since 1982 for management and staffing of the Juanita Pohl Center to provide nutrition, social, and recreational programs for older adults; and

WHEREAS, CITY will begin managing and staffing the Pohl Center, the Van Raden Community Center, and Lafky House as a multigenerational complex to expand recreation opportunities for people of all ages; and

WHEREAS CITY and LOAVES & FISHES desire to enter into this Agreement to continue a partnership with LOAVES & FISHES to provide a Nutrition Program, including weekday on-site lunch meals and Meals-On-Wheels (MOW) services to homebound elderly in the area.

NOW THEREFORE, the parties agree as follows:

**CITY OF TUALATIN AGREES:**

1. To allow the LOAVES & FISHES the use of space and equipment at the Juanita Pohl Center to operate a Nutrition program as follows:

Days of Operation: Monday through Friday, and weekends as needed and as the schedule allows.

Hours of Operation: Kitchen Facilities - 7:00 am to 2:30 pm  
Dinning Room Facilities - 10:30 am to 1:00 pm  
Shared Office Space - 6:30 am to 5:00 pm

Miscellaneous Other: Pantry storage space and a shared work station with space for a lockable file cabinet.

Internet via private cable utility and shared use of CITY phone system without charge, so long as there is no service cost to CITY.

2. To allow LOAVES & FISHES to provide noon- time senior dining, Monday through Friday, as defined by the Senior Nutrition Contract/Washington County Aging and Veterans Services, including and/or in addition to dates when the Pohl Center offers special event luncheons.

3. To provide one (1) key or keyless entry card and security access codes for the alarm system to enable access to the building by site staff when the Pohl Center is officially closed (to provide the MOW program to their participants).
4. To provide and maintain a freezer, refrigerator/freezer, refrigerator, regular oven, convection oven, steamer with three trays, stand-alone steamer, salad bar, dishwasher, microwave, dishes, silverware, pans and cooking utensils, which may be used by both the LOAVES & FISHES Nutrition Program and CITY, and to include annual cleaning of the grill hood and exhaust system. City reserves the right to request assistance or shared cost of maintenance with notice during the term of this Agreement.
5. To provide utility, custodial, garbage, and recycling services, and to leave the kitchen and dining area clean after each use.
6. To provide social, recreational, fitness, health and wellness and other activities to congregate participants through scheduled activities. All above events are coordinated through CITY staff.
7. To provide written notice and information regarding special events which the Juanita Pohl Center wishes to schedule in the dining room and/or kitchen and that will impact LOAVES & FISHES senior meal service.
8. To allow shared use of parking spaces by staff, volunteers, and Meals-On-Wheels drivers.
9. To provide regular monthly meeting space in private rooms as schedule and space permits.
10. Use of dining room three times a year other than regular LOAVES & FISHES hours for fund raising purposes for LOAVES & FISHES, as schedule and space permits.

**LOAVES & FISHES AGREES:**

1. To make all meals, programs and events available without regard to race, color, religion, national origin, sex, age, marital status, domestic partnership, mental or physical disability, familial status, sexual orientation, gender identity and source of income.
2. To provide certain reports and records in connection with its use of CITY's facilities and permit CITY to inspect these records at reasonable times. Such records include LOAVES & FISHES operating budget, list of employees that will be working at the facility, personnel rules, copies of insurance policies, maintenance logs, etc. LOAVES & FISHES conducts criminal background checks through the Department of Human Services for qualifying volunteers in compliance with State of Oregon regulations. Inspection would be allowed if there is a need to know the information and the person requesting is an Authorized Designee (OAR section 407-007-0340). In addition, all court ordered community service volunteers shall not be allowed if the offence includes theft, drugs, and/or violence.

3. To keep the kitchen and dining area clean in accordance with the State of Oregon and Washington County Health Department's standards including washing tables and cleaning of the dining area floor daily after the meal program. LOAVES & FISHES will be prohibited from making repairs or alterations to the facility without CITY's advance written consent.
4. Ownership of all equipment that has been purchased by LOAVES & FISHES shall remain property of Loaves & Fishes, Inc.
5. To coordinate with CITY any media statement regarding the Pohl Center prior to publication (inclement weather announcements included). All marketing of the Nutrition Program shall indicate that it is provided at the Pohl Center by Loaves & Fishes.
6. To relocate the senior meal program during any required maintenance-related closures.
7. To provide written notification to CITY of any compliance changes in Local/Federal requirements regarding nutritional delivery.
8. To adhere to the policies and procedures set forth by CITY regarding the operation of the Pohl Center facility and program.
9. To provide written notice and information regarding special events which LOAVES & FISHES wishes to schedule, one month prior to the event.
10. To indemnify, defend and hold harmless CITY, its officers, officials, employees and agents from and against any claims, liability, loss, damage, expense or costs (including attorney fees) arising out of this Agreement or LOAVES & FISHES's use of CITY's facilities and caused in whole or in part by LOAVES & FISHES's acts or omissions.
11. To continuously maintain, during the term of this Agreement, public liability and property damage insurance with initial limits of not less than \$2,000,000 for each occurrence, naming CITY as an additional insured. CITY may upon 30 days notice demand that such coverage be increased. The insurance shall be in a form sufficient to protect leaser and lessee against claims by third persons for personal injury, death or property damage arising from the use and occupancy or condition of the premises.
12. In the event that LOAVES & FISHES vacates the Center, to enter into negotiations with the CITY regarding any equipment that has been purchased cooperatively. Stand alone hard wired appliances that are placed on site shall remain the property of CITY, upon the termination of this Agreement all equipment purchased by CITY shall remain its property at termination.
13. To continue its tax-exempt status as a non-profit entity and file any and all tax related documents with Washington County and pay any taxes as required.
14. To acquire and post any and all licenses or permits which may be required for the administration of the Nutrition Program at the Pohl Center.

15. To conform to all applicable laws and regulations of any public authority governing the premises and their use and correct at LOAVES & FISHERS own expense any failure of compliance created through LOAVES & FISHERS fault or by reason of LOAVES & FISHERS use, but LOAVES & FISHERS shall not be required to pay for any structural changes to effect such compliance (unless such changes are required because of LOAVES & FISHERS specific use).
16. To refrain from any activity that would make it impossible to insure the premises against casualty, increase the insurance rate, or prevent CITY from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing CITY to obtain reduced premium rates for long-term fire insurance policies, unless LOAVES & FISHERS pays the additional cost of the insurance.
17. To refrain from any use that would be reasonably offensive to other users or CITY or users of neighboring premises or that would tend to create a nuisance or damages the reputation of the premises.
18. To refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by CITY.
19. To assure that building is locked and secured at all times when CITY staff is not on site.
20. To refrain from assigning its rights and obligations under this Agreement to any other party without CITY's prior written consent.

**BOTH PARTIES FURTHER AGREE THAT:**

1. This agreement shall replace the existing Agreement between the parties dated August 9, 1982, become effect on August 1, 2012 or sooner, if by written agreement, and shall continue until terminated by the parties.
2. Upon the effective date of transition of management of the Pohl Center to CITY from LOAVES & FISHERS, all revenue currently collected by LOAVES & FISHERS shall go to the CITY except for those revenues generated through the Nutrition Program or are expressly fundraised by or donated to LOAVES & FISHERS. Any funds previously donated to and retained by or on behalf of LOAVES & FISHERS for use at the Pohl Center may be retained by LOAVES & FISHERS, provided they are used in support of the Pohl Center, and an annual accounting of any such funds is provided the CITY.
3. To provide two (2) weeks advance notice when changes in the mode of operation as outlined in this agreement are necessary.
4. Replacement and/or repair of kitchen equipment shall be the responsibility of CITY, unless damaged by LOAVES & FISHERS through improper use, and in that instance shall be replaced and/or repaired by LOAVES & FISHERS and donated to CITY.
5. Failure to provide service in accordance with this Agreement to a party's satisfaction may result in that party describing the inadequacies to the other party in writing and providing specific remedies to correct the inadequacies. The corrections must be made

within sixty (60) days from the date the notification was sent, unless the other party grants a longer time. Failure to correct deficiencies may result in termination of the Agreement.

6. The parties will endeavor to resolve any disputes that arise under the Agreement between them and in good faith. Persons designated by the parties shall resolve disputes.
7. Either party may terminate this Agreement for any reason with six months' written notice to the other party.
8. Any modification of this Agreement shall be mutually agreed upon and reduced to writing, and to the extent it does not affect a major business term of the Agreement, may be done for the CITY, by its City Manager.

APPROVED AND ENTERED this 25th day of June, 2012.

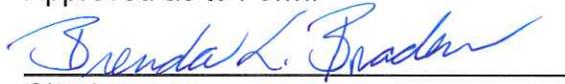
LOAVES & FISHES CENTERS, INC.  
7710 SW 31st Avenue  
Portland, OR 97280  
503.736.6325

  
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**Joan Smith**  
Executive Director

CITY OF TUALATIN  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062  
503.692.2000

  
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**Sherilyn Lombos**  
City Manager

Approved as to Form:

  
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City Attorney