



## MEMORANDUM OF UNDERSTANDING

SPECTRUM COMMUNITY SERVICES, INC.

AND

THE CITY OF SAN LEANDRO

July 1, 2020 – June 30, 2021

This memorandum is meant to clarify and define the responsibilities and working partnership between the City of San Leandro ("City"), for its Senior Community Center ("SLSCC") and Spectrum Community Services, Inc. ("Spectrum") regarding Congregate Senior Meals (Senior Meal Program) for the distribution of COVID-19 C1 Senior Meals during the Shelter-in-Place public health orders in response to the COVID-19 pandemic. Once regular Congregate Senior Meals can be provided again, this MOU will not be in effect and a regular Congregate MOU and procedures may take its place.

The Senior Meal Program provides people 60 years of age or older with a nutritious lunch Monday through Friday, in accordance with the requirements set forth by the Older Americans Act Title III C. Spectrum, is in partnership with the City, which will distribute meals to those who qualify at SLSCC. Both organizations are committed to enhancing the quality of life of seniors in the community.

A. Acceptance of this agreement by Spectrum Community Services will include acknowledgment of the following responsibilities:

1. Spectrum will deliver nutritious meals to SLSCC, Monday through Friday between 10:30 AM to 11:30 AM with the exception of prescheduled holidays. Spectrum will deliver only those senior meals ordered by SLSCC Site Coordinator. Chilled and frozen food will be delivered at appropriate temperatures.
2. Spectrum will provide the City with a yearly calendar of scheduled holidays so that SLSCC is able to plan well in advance for non-service days.
3. Spectrum will give the City thirty (30) days' notice in writing of any proposed change in the suggested donation. Spectrum will provide the City with a rationale for any such proposed change.
4. Spectrum will observe food handling and storage practices required by Alameda County, and state laws and regulations for food safety.
5. Spectrum will be available to provide in-service training to SLSCC Site Coordinator regarding safe food handling practices. Trainings will be scheduled at mutually agreeable times.
6. Spectrum will provide the monthly menu to the City at least one week prior to the end of the previous month.

7. Spectrum will provide nutrition education in print to participants on a quarterly basis.
8. Spectrum will take responsibility for delivery of any meal items that are forgotten and are required to comply with USDA standards for a reimbursable Title III C meal.
9. Spectrum will provide the following equipment for safe food service:
  - a. Hairnets, gloves, and aprons
  - b. Paper bags
  - c. Face coverings per COVID-19 federal, state, and local health guidelines.
10. Spectrum will provide the City with all forms necessary to complete required documentation and record keeping. (Example: Daily Delivery Form, Daily Contribution Tracking, Roster, Annual Registration Forms, Volunteer Application, Monthly Volunteer Timesheet.)
11. Currently Spectrum provides a paid Site Coordinator who is responsible for providing the meal service at SLSCC. This individual is referred to in this MOU as "SLSCC Site Coordinator." SLSCC Site Coordinator will comply with documentation and record keeping as required by Spectrum, in accordance with county standards and regulations. SLSCC Site Coordinator will coordinate with and return to Spectrum, donations and non-senior fees received and recorded for all Spectrum Title III C meals and all corresponding documentation to be ready for a Spectrum driver to pick up from site by 12:50 PM, including:
  - a. Daily: Collected donations and fees with completed Contribution Tracking Form, completed Daily Delivery Form
  - b. As received: Registration Forms and Volunteer Applications
  - c. Weekly, on last day serving of that week: Rosters
  - d. Monthly: Volunteer Timesheet
12. To the fullest extent permitted by law, Spectrum agrees to hold harmless, indemnify, and defend with counsel reasonably acceptable to the City, the City and its elected and appointed officers, officials, employees, agents, volunteers, contractors and consultants from and against any and all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property arising out of or connected to Spectrum's responsibilities under this MOU or the use of the SLSCC facility, except to the extent any such claims, loss, liability, damage, judgment, expense, or injuries is caused by the gross negligence or willful misconduct of the City.
13. Spectrum shall provide a Certificate of Insurance, including endorsements, evidencing the following coverage for liabilities arising out of the program or use of the SLSCC facility:
  - a. Comprehensive General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply

separately to this Agreement or be no less than two (2) times the occurrence limit.

- b. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 each occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Workers Compensation in at least the minimum statutory limits.
- d. General Provisions for all insurance.
  - (i) The insurance will include the City of San Leandro, its elected and appointed officials, employees, and agents as additional insureds with respect to this Agreement and the performance of services in this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.
  - (ii) The insurance will be primary with respect to any insurance or self-insurance programs of City, its elected and appointed officials, employees and agents.
  - (iii) No reductions or cancellation in insurance may be made without the written approval of the City's Risk Manager.
  - (iv) Required insurance coverage shall remain in full force and effect throughout the duration of this Agreement.

14. Spectrum will furnish to its staff that handles, delivers, or comes into contact with food, or enters City property or interacts with City personnel face masks in accordance with federal, state, and local guidelines. Spectrum staff shall comply with all other applicable health guidelines as provided in federal, state, and local COVID-19 safety guidelines.

B. Acceptance of this agreement by the City will include acknowledgment of the following responsibilities:

1. SLSCC Site Coordinator will provide an estimate the number of meals for the entire next week by 5:00 PM on the Monday of the previous week. If no meal count is provided, no meals will be delivered to the site. Actual count with anticipated increase or decrease is to be confirmed 4 business days prior to delivery.
2. The City will provide Spectrum with a yearly calendar of scheduled holidays so that the Spectrum staff is able to plan well in advance for necessary meal preparation. The City will notify Spectrum of any changes in its holiday schedule at least one month prior to the date affected.
3. The City will inform Spectrum of any days of closure (not serving) at the site at least one (1) month in advance that is not considered an emergency.
4. The City, SLSCC program staff and SLSCC Site Coordinator will observe food handling practices required by the Alameda County Area Agency on Aging Policies and Procedures to prevent the spread of food borne illness.

- a. There will be at least one City Staff member or volunteer regularly providing meal service at SLSCC who is ServSafe Manager Certified.
  - b. All SLSCC staff members and volunteers regularly providing meal service at SLSCC are to each have California Food Handler Card.
  - c. At least one staff member or volunteer who is regularly at SLSCC is required to attend each Quarterly Training provided by Spectrum. This person will be responsible for communicating the information to SLSCC staff and volunteers.
  - d. SLSCC Site Coordinator will contact Spectrum as needed for additional training in proper food handling techniques.
5. SLSCC staff will provide kitchen space and a table to complete paperwork to Spectrum beginning at 10:30 AM, Monday-Friday, with an ending time of 2:00 PM.
  6. The City will serve all Spectrum meals during the time period of 12:00 PM until 12:30 PM. Food shall remain in coolers or refrigerator for proper cold holding until being served directly to participant. No food will be out of proper cold holding for more than 30 minutes.
  7. The City will take responsibility for all Spectrum property while this property is in the City's possession. Any property that is damaged, misplaced/lost will result in the City reimbursing Spectrum.
  8. The City will return to Spectrum, on a daily basis, courier bag, clipboard, coolers, and ice packs. These items will be ready for a Spectrum driver to pick up from site by 12:50 PM.
  9. The City will provide supplies needed for both the serving of meals and proper cleanliness of facility and equipment. Supplies include the following:
    - a. Refrigerator with designated Spectrum space
    - b. Hand soap
    - c. Hot water
    - d. Paper towels
    - e. Hand sanitizer
    - f. Sanitizing solution
    - g. Towels for cleaning and sanitizing
    - h. Use of carts for providing meals curbside to participants.
  10. The City will support Spectrum's efforts and agrees to assist in the promotion of senior meals, special events, and the organization, etc. by sharing materials Spectrum provides.
- C. The City and Spectrum agree that any amendment to the memorandum shall be effectuated by a written document signed by both parties. The document will be attached to the memorandum as an addendum.
  - D. If either party wishes to discontinue this partnership, said party will provide fifteen (15) days written notice.
  - E. The term of this MOU is July 1, 2020 through June 30, 2021.

If any provisions of this agreement are held to be contrary to law, such provisions will be deemed invalid and subsisting only to the extent permitted by law, but all other provisions will continue in effect.

IN WITNESS WHEREOF, the parties hereto have executed tis memorandum  
SPECTRUM COMMUNITY SERVICES, INC.

By: Lara Calvert, Executive Director  
(Print - Representative & Title)

By: *Lara Calvert* Date: 4 March 2021  
(Signature - Representative)

THE CITY OF SAN LEANDRO

By: Jeanette Dong, Recreation and Human Services Director  
(Print - Representative & Title)

By: *Jeanette Dong* Date March 31, 2021 | 11:26:56 AM PDT  
(Signature - Representative)

Approved as to Form:

Richard D. Pio Roda, City Attorney

By: \_\_\_\_\_  
(Print - Representative & Title)

By: *Richard Pio Roda* Date March 31, 2021 | 2:34:50 PM PDT  
(Signature - Representative)