



Staff Report

RESOLUTION APPROVING SUPPLIER AGREEMENT WITH CORPORATE CUISINE INC., FOR THE SENIOR NUTRITION PROGRAM

Honorable Mayor and Council Members:

Summary

The Twin Pines Senior and Community Center provides a Congregate Nutrition program for senior citizens three days per week. Approximately 3,600 meals are served annually. The nutritional and social values of this program are extremely beneficial to the senior population. Staff is recommending that the City Council approve an Agreement with Corporate Cuisine, to supply the lunches for the Senior Nutrition Program.

Background

On January 11, 2011 the City Council approved an agreement for a new food service provider, Poplar Creek Grill, to provide catered meals for the Senior Nutrition Program. A grand opening kick-off was held on Tuesday, March 1, 2011. The Senior Nutrition Program received rave reviews for the quality of the catered food, the volunteer servers, and the affordable cost per meal. Unfortunately, Poplar Creek Grill terminated the agreement effective December 2011, citing diminishing returns due to escalating food costs, labor, and insurance costs.

As a result of the notification to terminate the agreement, it was recommended that the ad-hoc committee, that recommended Poplar Creek Grill, reconvene to research and identify alternative food service providers. The ad-hoc committee, which is comprised of Senior Advisory Committee members, met on October 5th to discuss viable alternatives, and identify dates to conduct site visits to evaluate the food service programs selected by the ad-hoc committee. It was determined that the ad-hoc committee would visit one site catered by Corporate Cuisine, and one site catered by Peninsula Volunteers Little House (Little House). The ad-hoc committee and staff visited the King Center Senior Lunch Program in San Mateo, which has meals catered by Corporate Cuisine on October 18th, followed by a site visit to the Menlo Park Senior Center Lunch Program in Menlo Park, which has meals catered by Little House on October 20th.

On October 25th the ad-hoc committee met to discuss and report on the food service programs at the two sites visited. A recommendation was made for staff to move forward with an agreement for food catering services with Corporate Cuisine, as the food service experience was extremely positive, and the food was of high quality.

On November 1, 2011 staff met with a representative from Corporate Cuisine. The purpose of the meeting was to discuss and negotiate the terms and conditions for an agreement to provide catered meals for the Senior Nutrition Program in Belmont.

Discussion

The Poplar Creek Grill is terminating the agreement to provide catered meals for the Senior Nutrition Program effective December 2011. While there are many catering businesses in the area, the senior population is unique and requires nutritional meals that meet the daily dietary requirements for seniors. Corporate Cuisine is identified as an approved San Mateo County caterer operating in compliance with the Congregate Nutrition Guidelines established by the State of California and County of San Mateo. Corporate Cuisine has successfully demonstrated the ability to comply with the established nutritional guidelines, while providing quality food services for the King Center Senior Lunch Program in San Mateo, which provides a Congregate Nutrition Program similar to the Belmont program.

The Congregate Nutrition Program is funded by client donations and Federal Funds granted by the County of San Mateo, Aging and Adult Services to Senior Services providers who meet program requirements found in the Older Americans Act Code of Federal Regulations. The City of Belmont meets these federal requirements through the provision of meal services for older individuals in a congregate setting, providing nutrition and health education, health promotion programs and opportunities for socialization.

In addition, the Senior Advisory Committee has researched and discussed different strategies to improve the Senior Nutrition Program. It was determined that the provision of consistent quality food service, is a key component to facilitate the improvement of the Senior Nutrition Program and increase overall senior participation. Participation in the Senior Nutrition Program has increased 76% in 2011 due to the quality of the meals, changes to the service delivery format, and the presentation of the meals served. By continuing to increase senior participation numbers, more seniors will have an opportunity to enjoy a nutritious meal, socialize with other seniors, and remain connected to the community.

General Plan/Vision Statement

- *We connect with each other in all kinds of gathering places.*

Fiscal Impact

Staff reports there will be no additional budget impact by contracting with the new food service provider, as there is no increase in the cost per meal. The Congregate Nutrition program provides a nutritious lunch for a suggested donation of \$4.00 per meal, with the County Nutrition Site Grant allocating \$4.25 for seniors 60+ per meal, totaling \$8.25 per meal. The \$8.25 covers the City's cost per meal. The \$.25 differential will be offset by a combination of sponsorships, fundraising efforts and donations. Through November 2011, senior fundraising has already achieved 56% of the FY2012 budget.

Public Contact

Posting of City Council agenda.

Recommendation

Staff recommends that the City Council approve the attached Resolution for an Agreement with Corporate Cuisine to supply lunches for the Senior Nutrition Program.

Alternatives

1. Deny the Resolution
2. Refer to staff for more information.

Attachments

- A. Resolution
- B. Agreement For Services
- C. Exhibit A (Scope)

Respectfully submitted,

George Brunson
Recreation Manager

Jonathan Gervais
Parks & Recreation Director

Greg Scoles
City Manager

Staff Contact:

George Brunson, Recreation Manager
(650) 595-7424
gbrunson@belmont.gov

Cheri Handley, Recreation Supervisor
(650) 595-7445
chandley@belmont.gov

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT
APPROVING THE SUPPLIER AGREEMENT WITH CORPORATE CUISINE
FOR THE SENIOR NUTRITION PROGRAM**

WHEREAS, the City of Belmont cares about senior health, nutrition and well-being; and,

WHEREAS, the Senior Nutrition Program provides nutritious food, comfort, and opportunities for social interaction for a vulnerable population; and,

WHEREAS, the City of Belmont provides meals for the Senior Nutrition Program; and,

WHEREAS, the City of Belmont has supplied over 103,000 meals to seniors; and,

WHEREAS, Corporate Cuisine is an approved San Mateo County supplier for the provision of nutritious senior meals; and,

WHEREAS, Corporate Cuisine will supply the meals for the Senior Nutrition Program, for an amount not to exceed \$34,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Belmont authorizes and directs the City Manager to enter into an Agreement with Corporate Cuisine to supply meals for the Senior Nutrition Program.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on December 13, 2011 by the following vote:

AYES, COUNCILMEMBERS: _____

NOES, COUNCILMEMBERS: _____

ABSTAIN, COUNCILMEMBERS: _____

ABSENT, COUNCILMEMBERS: _____

CLERK of the City of Belmont

APPROVED:

MAYOR of the City of Belmont

**SERVICE AGREEMENT
WITH CORPORATE CUISINE, INC.
FOR SENIOR LUNCH MEAL PREPARATION AND DELIVERY SERVICES**

This Service Agreement (“Agreement”) is made and entered into by and between the City of Belmont (“CITY”) and Corporate Cuisine, Inc. a California Corporation (“SUPPLIER”). CITY and SUPPLIER may be collectively referred to herein as the “parties.”

RECITALS

- A. CITY requested a proposal from SUPPLIER to perform professional services in the city.
- B. In response to the CITY’s request, SUPPLIER submitted a proposal, and, after negotiations, SUPPLIER agreed to perform the services more particularly described on Exhibit “A,” in return for the compensation described therein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Scope of services. SUPPLIER shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
- 2. Term; Termination.
 - (a) The term of this Agreement shall be from _____, 2012 through _____, 2013.
 - (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate SUPPLIER for services rendered, and reimburse SUPPLIER for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.
- 1. Compensation; Expenses; Payment.
 - (a) CITY shall compensate SUPPLIER for all services performed by SUPPLIER hereunder in an amount based upon SUPPLIER’s rates set forth in Exhibit A.
 - (b) Notwithstanding subsection (a), the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of thirty-four thousand (\$34,000) unless

the performance of services and/or reimbursement of costs and expenses in excess of this sum has been approved by the CITY in advance of SUPPLIER performing the services or incurring the costs and expenses.

- (c) Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing submitted to CITY. The billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.
4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized by CITY in writing in advance of the performance thereof by SUPPLIER. The amendment must include a description of the additional services to be performed, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of the services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
 5. Records. SUPPLIER shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by SUPPLIER hereunder. The records shall be available to CITY for review and copying during regular business hours at SUPPLIER's place of business or as otherwise agreed upon by the parties.
 6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
 7. Reliance on Skill of SUPPLIER. SUPPLIER represents that it has the necessary skills to perform the services required and the CITY shall rely on such skills of the SUPPLIER to do and perform the work. In performing services hereunder SUPPLIER shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by SUPPLIER hereunder.
 8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by SUPPLIER pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
 9. Relationship of Parties. It is understood that the relationship of SUPPLIER to the CITY is that of an independent contractor and all persons working for or under the direction of SUPPLIER are its agents or employees and not agents or employees of the CITY.
 10. Schedule. SUPPLIER shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of SUPPLIER's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, SUPPLIER's officers or employees.

SUPPLIER acknowledges the importance to CITY of the CITY project schedule and agrees to put forth its best efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. SUPPLIER shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney’s fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).

12. Insurance.

(a) SUPPLIER shall acquire and maintain Workers Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability, and liability insurance coverage relating to SUPPLIER’s services to be performed hereunder covering City’s risks in form subject to the approval of the City Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers’ Compensation	statutory minimum
Employer’s Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to SUPPLIER’s vehicle usage in performing services hereunder)
Liability	\$1,000,000 per claim and aggregate

(b) Concurrently with the execution of this Agreement, SUPPLIER shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(1) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification of cancellation or reduction

in coverage by first class mail;

- (2) Providing that SUPPLIER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (3) Naming the CITY of Belmont, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (4) Providing that SUPPLIER's insurance coverage shall be primary insurance with respect to CITY, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of SUPPLIER's insurance and not contributory with it.

13. Notice. All notices required by this Agreement shall be given to the CITY and SUPPLIER in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Belmont
20 Twin Pines Lane
Belmont, CA 94002
Attention: Cheri Handley, Recreation Supervisor

SUPPLIER: Corporate Cuisine, Inc.
9000 Crow Canyon Road, Suite S610
Danville, CA 94506
Attention: Stan Gedeon, President

14. Non-Assignment. This Agreement is not assignable either in whole or in part.

15. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

16. Validity. 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.

17. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

18. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good

faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

19. Conflict of Interest. SUPPLIER may serve other clients, but none who are active within the City of Belmont or who conduct business that would place SUPPLIER in a "conflict of interest" as that term is defined in State law.

20. Entire Agreement. This Agreement, including Exhibit A comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

CORPORATE CUISINE, INC.

By: _____
President

By: _____
Secretary

Dated: _____

CITY OF BELMONT

City Manager

Dated: _____

FUNDING VERIFIED:

Finance Director

Dated: _____

APPROVED AS TO FORM:

City Attorney

**EXHIBIT A: SCOPE OF SERVICES
AGREEMENT WITH CORPORATE CUISINE, INC.
FOR SENIOR LUNCH
MEAL PREPARATION AND DELIVERY SERVICES**

This Scope of Services, Exhibit “A,” is incorporated by reference into the above referenced Agreement, under Agreement section 1. SUPPLIER agrees to provide the following services to the City.

I. Menu Development, Review and Approval

A. Menu Development Responsibilities: SUPPLIER shall be responsible for creating all menus and receiving approval of those menus as described below.

B. Menu Variation:

- No same main course type (eg. Chicken) or starch type and preparation method (eg. Mashed potatoes) the same day of the week two weeks in a row.
- No same main course (eg. Chicken) or starch type and preparation method (eg. mashed potatoes) two service days in a row.
- No repeat of a main dish entrée within 1 month.
- No more than one non-meat entrée per month (note- salad with meat shall constitute a meat entrée).
- SUPPLIER shall design menu to be compatible with holidays and other generally recognized celebrations to the extent practical. The guideline for this applies when such days fall within that service week, rather than only on that service date.

C. Menu Process:

- Menu approval timeline shall be in response to San Mateo County approval process. Timelines shall be modified as required by County, or in order to meet their approval turnaround needs.
- As of the date of this Agreement, San Mateo County approves menus in three (3) month blocks only.
- SUPPLIER shall submit to CITY three (3) months of menus at least six (6) weeks prior to the first date of that menu set.
- CITY may suggest/request/require menu amendments up to 10 days after receiving menus from SUPPLIER, and SUPPLIER shall provide amended menus no later than 4 weeks prior to first date of that menu set. CITY may only require menu amendments when menu is not in compliance with the guidelines contained within this Agreement Scope of Work.
- CITY shall submit menus for County approval not later than 4 weeks prior to first date of that menu set.
- CITY shall receive and forward the County determination, and SUPPLIER shall make any required menu changes.
- Menu must contain specific meal selections for each food item, along with the quantities per plate to be provided.

- SUPPLIER may, from time to time, need to make a menu substitution after the menu has been approved. CITY and County must approve menu changes. CITY will not unreasonably withhold menu changes necessitated by food availability or cost. CITY will typically require that main entrée changes be of like type (eg. beef substitute for beef, not chicken for beef).

II. Nutritional Guidelines

- A. The City of Belmont Senior Nutrition program is a federally funded program. The SUPPLIER agrees to provide meals meeting County of San Mateo dietary requirements.
- B. **Expected Food Types:** SUPPLIER shall include in each meal: entrée, main starch, bread, vegetable, dessert, milk. If entrée is a combination of meat and starch (eg. Meat lasagna; stir fry on rice), no additional main starch shall be required.

III. Food Delivery

- A. **Service Days.** SUPPLIER shall provide meal services described in this Scope of Services on the following days:

Tuesday, Wednesday, Thursday.

CITY may cancel days of service due to holiday, facility maintenance closure, other scheduled use of facility, or other reason.

- B. **Delivery time:** It is the interest of the CITY to have meals prepared as nearly to the serving time as practical while ensuring that meals are on site in time to unload, prepare and serve for a 11:30am seating. SUPPLIER shall prepare food for as immediate transport to the center as practical, with a timeline expectation that food would not arrive at the center before 10:30am, and typically not after 11:00am.
- C. **Delivery Method:** SUPPLIER will store a warming box on site. Upon delivery, SUPPLIER shall transfer food to this box. Following use, CITY shall clean and re-insert food trays back into the warming box, then secure it for next day's use. Each day SUPPLIER shall remove food trays and replace them with new full trays. CITY will make every effort to secure warming boxes while not in use, however, CITY shall not be held responsible for the cost of any loss or damage to the units or food trays.
- D. **Taking and Logging Temperature:** SUPPLIER shall comply with all San Mateo County food temperature requirements for all meals prepared and delivered. SUPPLIER shall create and attach a Delivery Log form for each meal that will include space for three temperature readings and portion control instructions for CITY'S servers. SUPPLIER shall log food temperature prior to departure; CITY shall log food temperature upon arrival. CITY shall log food temperature prior to serving.
- E. **Portion Control Instructions:** SUPPLIER shall provide portion control instructions for all items of each meal on the Delivery Log form.

F. **Miscellaneous- Ice:** SUPPLIER shall provide a bucket of sanitary ice for cooling glasses of water.

IV. Meal Counts and Fees

A. CITY shall pay \$8.50/meal ordered and guarantee a minimum of 25 meals per day of service ordered.

B. CITY shall pay \$8.00/meal ordered when an average of 30 meals per day of service ordered has been achieved, and minimum of 30 meals per day of service ordered is guaranteed by the CITY, during the term of the agreement.

C. Order must be placed in advance as follows to guarantee meal and count:

- Serving Date: T W Th
- Order Date: F M T

D. Meal orders shall be made by email. Fax shall be the preferred alternative method.

E. SUPPLIER will attempt to accommodate late order additions subject to availability. In some cases, SUPPLIER may be able to provide additional meal(s) but of a different type than on the menu. SUPPLIER reserves the right to assign an additional surcharge per meal for late order additions. Any such surcharge must be communicated at the time of the additional order, and approved by CITY. If not approved, CITY shall rescind the additional order.

Supplies: Non food items may be provided by SUPPLIER at an additional cost to CITY. Predetermined pricing shall be based on quantity and item ordered. When applicable, supplies will be delivered with meals.

V. Compliance and Administration

A. SUPPLIER must maintain kitchen in such a manner to pass all San Mateo County inspections.

B. SUPPLIER food preparation and handling staff must meet San Mateo County requirements at all times.

C. SUPPLIER must maintain documentation required by San Mateo County at all times.