



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: ADULT DAY CARE SERVICES CONTRACT

MEETING DATE: March 5, 1997

PREPARED BY: Charlene Lange, Community Center Director

RECOMMENDED ACTION:

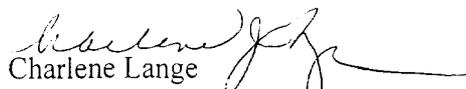
Authorize the City Manager to execute and approve contract between Lodi Memorial Hospital and the City of Lodi to provide a adult day care facility on a year round basis at Hutchins Street Square.

BACKGROUND:

Lodi Memorial Hospital and the City of Lodi have embraced a partnership to operate a adult day care facility at Hutchins Street Square since 1990. Initially recommended by industrialist William Holz to build a facility that would house such a project.

The day care is licensed for 30 clients and is known throughout the state as one of the premier "models". We are fortunate to have a large cadre of volunteers from the City and the Hospital constituency to give that additional care and service to make our program far above the norm.

FUNDING: None.


Charlene Lange
Community Center Director

CJL/tv

APPROVED: _____


H. Dixon Flynn -- City Manager

AGREEMENT

THIS AGREEMENT, entered into by and between the CITY OF LODI, a municipal corporation ("City"), and LODI MEMORIAL HOSPITAL ("Hospital").

WITNESSETH:

WHEREAS, Lodi Memorial Hospital and the City of Lodi have previously entered into a three (3) year Agreement whereby Hospital leased from City a portion of the Senior Citizen's Complex at Hutchins Street Square. A copy of said Agreement is attached hereto marked Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the purpose of said Lease was for the establishment of a Senior Day Care Center at the Hutchins Street Square facility; and

WHEREAS, the parties hereto are desirous of continuing their relationship for an additional three (3) years;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The purpose of this Agreement is to provide an adult day care facility on a year-round basis at the Hutchins Street Square facility.

2. The City of Lodi agrees to and hereby leases to Lodi Memorial Hospital, the facilities and space described as:

The southern portion of the remodeled Senior Citizen's Complex at Hutchins Street Square, as more particularly shown on the floor plan attached hereto and made a part of this Agreement by reference.

For the sum of ONE DOLLAR (\$1.00) per year, payable in advance on the anniversary date of this Agreement.

3. The term of this Agreement shall be for a period of three (3) years commencing March 5, 1997 and expiring on March 5, 2000.

4. City shall provide all customary and usual maintenance of buildings and grounds. Lodi Memorial Hospital shall be responsible for all janitorial and cleaning services for the interior of the space described. Hospital shall install or cause to be installed in its own name, separate meters for gas and electric utilities for the space demised hereunder, and shall be responsible for payment of all such utilities, plus a pro rata share of water and sewer charges at Hutchins Street Square.

5. Lodi Memorial Hospital shall provide all necessary and customary equipment, furniture, and staff to provide care for a maximum of thirty (30) persons. In addition, Lodi Memorial Hospital shall be responsible for publicity and marketing of the program, expending reasonable and good faith efforts to make the public aware of this program. All kitchen appliances, if any, shall be provided, owned, and maintained by Hospital, which shall furnish to the City a list of, and specifications for, all such appliances prior to installation. A list of the kitchen appliances provided by Hospital during the first three (3) year term has previously been provided by Hospital.

6. Lodi Memorial Hospital agrees to operate an adult day care program during hours by mutual agreement, Monday through Friday, fifty-two weeks of the year, save and except the usual and traditional holidays. Such services shall be available to all persons otherwise meeting the criteria for participation in such day care facilities, regardless of race, sex, national origin, or residency.

7. City shall be obligated only to provide the necessary space and maintenance for such day care center. All other expenses of operation of the day care program shall be the responsibility of Lodi Memorial Hospital. Hospital further agrees to operate such Adult Day Care Program on a not-for-profit basis. Charges or fees for such service shall be adjusted with the intent to make such charges or fees reflect the actual cost of operation and overhead of the facility. In determining or calculating profit or loss, Hospital shall be entitled to depreciate

during the term of this Lease the cost for any necessary equipment provided during the term by Hospital. Determination of profit or loss may utilize or carry forward/carry back method of calculating profit or loss for each year of the three (3) year term of this Agreement and offset for each year in which a loss was incurred against any year of the current term in which a profit resulted. Should an overall profit result as shown by independent audit based on the considerations found in this paragraph, then at the end of the three (3) year term, it shall be paid and remitted to the Hutchins Street Square Foundation, for the purpose of continued maintenance and development of the facility.

8. City and Hospital hereby mutually agree to hold harmless and indemnify the other in proportion to and to the extent that claims or losses to one are attributable to the negligent acts or omissions of the other. Such hold harmless shall include indemnity for attorneys fees and costs incurred in defending such actions.

Executed this 5th day of March, 1997, at Lodi, California.

CITY OF LODI, a municipal
corporation

LODI MEMORIAL HOSPITAL

H. DIXON FLYNN
City Manager

By _____
THEODORE HOLMSTROM
Board of Directors

JENNIFER M. PERRIN
City Clerk

JOSEPH HARRINGTON
Administration

Approved As To Form:

RANDALL A. HAYS
City Attorney