



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to sign a contract between the City of Lodi and Lodi Memorial Hospital for operation of the Adult Day Care Program and the Camp Hutchins Children's Day Care program at Hutchins Street Square

MEETING DATE: Wednesday, September 03, 2003

PREPARED BY: Charlene J. Lange, Community Center Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to sign a contract between the City of Lodi and Lodi Memorial Hospital for operation of the Adult Day Care Program and the Camp Hutchins Children's Day Care program at Hutchins Street Square through September of 2006.

BACKGROUND INFORMATION: In March of 1998, the City of Lodi and Lodi Memorial Hospital entered into an agreement whereby Lodi Memorial Hospital would provide and manage a child care facility on a year-round basis at the Hutchins Street Square facility, specifically called "Camp Hutchins".

The City agreed to lease the western portion of the remodeled multi-purpose building at Hutchins Street Square for the sum of one dollar (\$1.00) per year. Last year alone the program facilitated over 12,000 children visits. Additionally, Camp Hutchins is in its fourth year of a Summer Satellite Program that doubles the number of participants for seven weeks in the summer (accommodating modified traditional and traditional school tracks).

In June of 1990, the City of Lodi and Lodi Memorial Hospital entered into an agreement whereby Lodi Memorial Hospital would provide and manage an adult day care facility on a year-round basis at the Hutchins Street Square facility, specifically called "Adult Day Care".

The City agreed to lease a portion of the Senior Center for the sum of one dollar (\$1.00) per year. The Adult Day Care is licensed for 30 clients per day. The first year of the program there was an average of 8 clients a day which has increased to the current average of 27 clients per day. Adult Day Care currently has 92 registered clients. Additionally, two days out of the week, have a waiting list. With the cost of health care on the rise and our population aging, the Adult Day Care program is an excellent alternative to a long-term care facility.

These partnerships have exceeded all expectations.

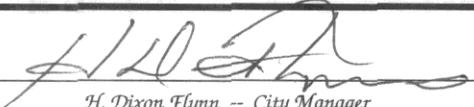
FUNDING: None required.

Respectfully submitted,


for Charlene J. Lange
Community Center Director

CJL/gcr

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").

WHEREAS, the Hospital and the City have a history of partnering with the operation of the Adult Day Care Facility at Hutchins Street Square and Camp Hutchins;

WHEREAS, Lodi Memorial Hospital and the City of Lodi have previously entered into Agreements whereby Hospital leased from City a portion of the Senior Citizen's Complex at Hutchins Street Square and the western portion of the remodeled multi-purpose building at Hutchins Street Square.

WHEREAS, the purpose of this Agreement is to continue these relationships, and combine the previously separate contracts into one master contract which will run for an additional three (3) years from the date this agreement

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 and children's day care on a year-round basis at the Hutchins Street Square facility.
2. The City of Lodi will lease to Lodi Memorial Hospital for the sum of ONE DOLLAR (\$1.00), payable in advance on the anniversary date of this contract each year, the facilities and spaces described as follows:

Adult Day Care Center

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.

- AND -

Camp Hutchins

The western portion of the remodeled multi-purpose building at Hutchins Street Square, as more particularly shown on the floor plan attached hereto and made a part of this Agreement by reference.

3. The term of this Agreement shall be for a period of three (3) years commencing September 1, 2003 and expiring on August 30, 2006. This Agreement may be terminated with or without cause by either party by providing not less than thirty (30) days advance written notice.
4. Hospital agrees to operate an adult day care program and a child 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.
5. 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. Hospital shall provide all necessary and customary equipment, furniture, and staff to provide care for a maximum of thirty (30) persons in the Adult Day Care program and shall provide all necessary and customary equipment, furniture, and staff to provide care for a maximum of fifty-six (56) children in Camp Hutchins.
7. Hospital shall be responsible for publicity and marketing of the programs, and expending reasonable and good faith efforts to make the public aware of these programs. Fees will be established by Hospital in accordance to area market value.
8. The leased premises will be available to the City "after hours" and on weekends for outside rental and joint uses of the room for various community and civic activities.
9. 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.
10. City shall be obligated only to provide the necessary space and maintenance for such day care centers. All other expenses of operation of the day care programs shall be the responsibility of Hospital. Hospital further agrees to operate such Adult Day Care program and Camp Hutchins 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 City of Lodi, for the purpose of continued maintenance and development of the facility.
11. **INDEMNITY:** Hospital agrees to indemnify and hold harmless City and its officers, agents and employees from and against all claims of whatever nature arising from any act, omission, or negligence of Hospital or Hospital's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term hereof, in or about the demised premises where such accident, damage, or injury, including death, results, or is claimed in whole or in part to have resulted, from any act or omission on the part of Hospital or Hospital's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.
12. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** Hospital agrees to maintain in full force during the term hereof a policy of public liability insurance under which Hospital is named as insured, and containing an additional named insured endorsement naming City and its officers, agents and employees as an additional insured, and under which the insurer agrees to indemnify and hold Hospital and City harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Hospital, or Hospital's agents or employees. The minimum limits of such insurance shall be \$1,000,000 (one million dollars). In addition to the additional named

insured endorsement on Hospital's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insured shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

13. A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsement shall be delivered to Owner within ten (10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Agreement, shall apply and be construed as applying to any subtenant of Hospital.

Executed this _____ day of _____, 2003 at Lodi, California.

CITY OF LODI, a municipal corporation

LODI MEMORIAL HOSPITAL

H. Dixon Flynn
City Manager

Joseph Harrington
Administration

ATTEST:

Susan J. Blackston
City Clerk

Dated: _____

Approved as to Form:

Randall A. Hays City Attorney
City Attorney

RESOLUTION NO. 2003-166

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN
THE CITY OF LODI AND LODI MEMORIAL HOSPITAL FOR THE
OPERATION OF THE ADULT DAY CARE PROGRAM AND CAMP
HUTCHINS CHILDREN'S DAY CARE PROGRAM AT HUTCHINS
STREET SQUARE

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a contract between the City of Lodi and Lodi Memorial Hospital for the operation of the Adult Day Care Program and the Camp Hutchins Children's Day Care Program at Hutchins Street Square through September 2006.

Dated: September 3, 2003

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I hereby certify that Resolution No. 2003-166 was passed and adopted by the Lodi City Council in a regular meeting held September 3, 2003, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Howard, Land, and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hansen

ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk