



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Agreement with LOEL Foundation to Operate Hutchins Street Square Senior Center

MEETING DATE: June 19, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt a resolution approving agreement with LOEL Center to operate Hutchins Street Square Senior Center.

BACKGROUND INFORMATION: Lodi has two independently operating senior centers, an unusual situation in a city this size. One, the LOEL Center, provides nutrition, educational and recreational services at 105 S. Washington Street. It also offers low-cost housing for seniors. The second, the City of Lodi's Senior Center at Hutchins Street Square, also provides educational and recreational services. In addition, Lodi Health leases space from the City adjacent to the Senior Center to operate an Adult Day Care center for seniors unable to care for themselves during the day.

The late industrialist William Holz was behind the establishment of the two senior centers. Mr. Holz founded the nonprofit LOEL in the late 1970s, and upon his death in 1987 bequeathed some \$2 million to the City of Lodi to construct facilities to serve seniors. That was accomplished at Hutchins Street Square in the area south of Kirst Hall, with the senior center and Adult Day Care facilities opening in 1990. The LOEL Center, now at 105 S. Washington Street, is the larger of the two, serving approximately 250 seniors per day compared to the 20 to 30 served daily at Hutchins Street Square. The LOEL Center operates under a board of directors comprising local community members and a larger staff than the Senior Center's.

City and LOEL Center staff believe the community's seniors can be better served by a consolidation of services under the direction of the LOEL Center. Today, the LOEL Center refers seniors to the Senior Center at Hutchins Street Square for some services, and vice versa. The LOEL Center has a need for additional space in order to expand its nutrition programs and other programs, but is confined in its current location. Operating the Senior Center as a satellite facility is a low-cost way for LOEL to expand services.

The proposed agreement was approved by the LOEL Foundation board of directors on May 23. If the City Council concurs, the LOEL Foundation will take over management of the Hutchins Street Square Senior Center beginning July 1. Key points of the proposed agreement:

- Three-year term beginning July 1, 2013, with an option to cancel after 12 months
- LOEL will pay annual rent of \$1 to use the Senior Center as a satellite facility
- LOEL will assume all interior maintenance and pay \$250 per month for a portion of utility costs
- City will provide Kirst Hall, Crete Hall, Lange Theatre or other conference rooms twice a year at no rental expense to LOEL for fund-raising to offset the additional cost of expanding to Hutchins Street Square. LOEL may also have two additional rent-free uses on a short-notice basis if there is no existing reservation for the space.
- LOEL will operate five days a week at Hutchins Street Square

APPROVED:


Konradt Bartlam, City Manager

The attached table lists the various activities currently offered at the centers. The LOEL Center expects it can increase its offerings through the assimilation of the Hutchins Street Square Senior Center. LOEL staff cannot predict how many additional seniors would be served through these programs, but believes the additional staff presents new opportunities, including:

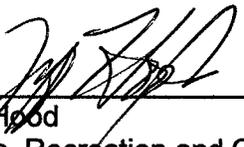
- Expanded Parkinson's Support Group meetings
- Additional wellness classes, small health fairs through a partnership with Lodi Health
- More AARP driving courses
- More room for AARP-assisted tax preparation
- Onsite notary
- Expanded computer classes
- Additional yoga, Zumba for seniors
- Craft classes
- Musical jam sessions
- Social media workshops

LOEL's involvement at Hutchins Street Square also provides the potential for an eventual partnership between LOEL, City and Lodi Health for a "senior wellness center" at the Square. Lodi Health desires to become more involved in senior-related activities, potentially through providing classes or physical therapy services at the Hutchins Street Square swimming pool. These activities are expected to evolve over time as the LOEL Center acclimates to its expanded role.

There is an impact on City of Lodi staff. A Recreation Manager oversees two part-time employees at the Senior Center (organizational chart attached). In addition to continuing her role as the liaison to the Lodi Youth Commission and Lodi Senior Citizens Commission, the Recreation Manager will focus on expanding the number of special events aimed at a wider audience, increasing opportunities for the community to gather. Some of these may generate revenue for the Department. The current Senior Center part-time employees have had an opportunity to apply for jobs through LOEL, which will expand its staff to accommodate its needs at Hutchins Street Square.

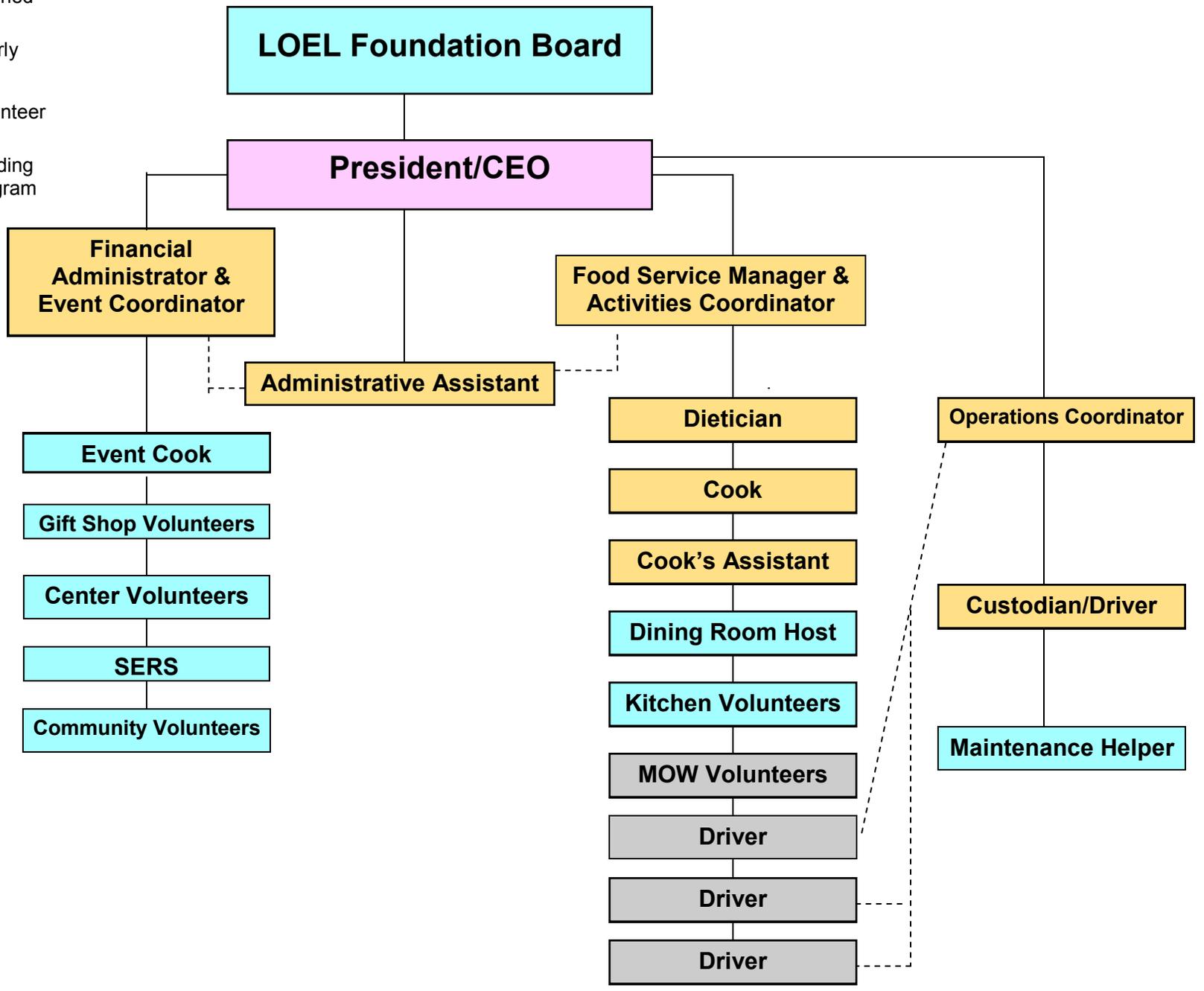
In addition to providing benefits to seniors, the agreement has financial benefits for the Parks, Recreation and Cultural Services Department. Operating the Senior Center has direct costs of about \$33,400 for part-time staff, supplies and janitorial services, with annual donation revenue of about \$5,000. This agreement eliminates this expense and revenue from the PRCS budget for Fiscal Year 2013/14 for net savings of approximately \$28,000.

The PRCS director met with the Lodi Seniors Citizens Commission on May 2, 2013, to discuss LOEL's proposed role and to answer any questions. At its June 6, 2013, meeting the Commission gave its unanimous support to this proposed deal.

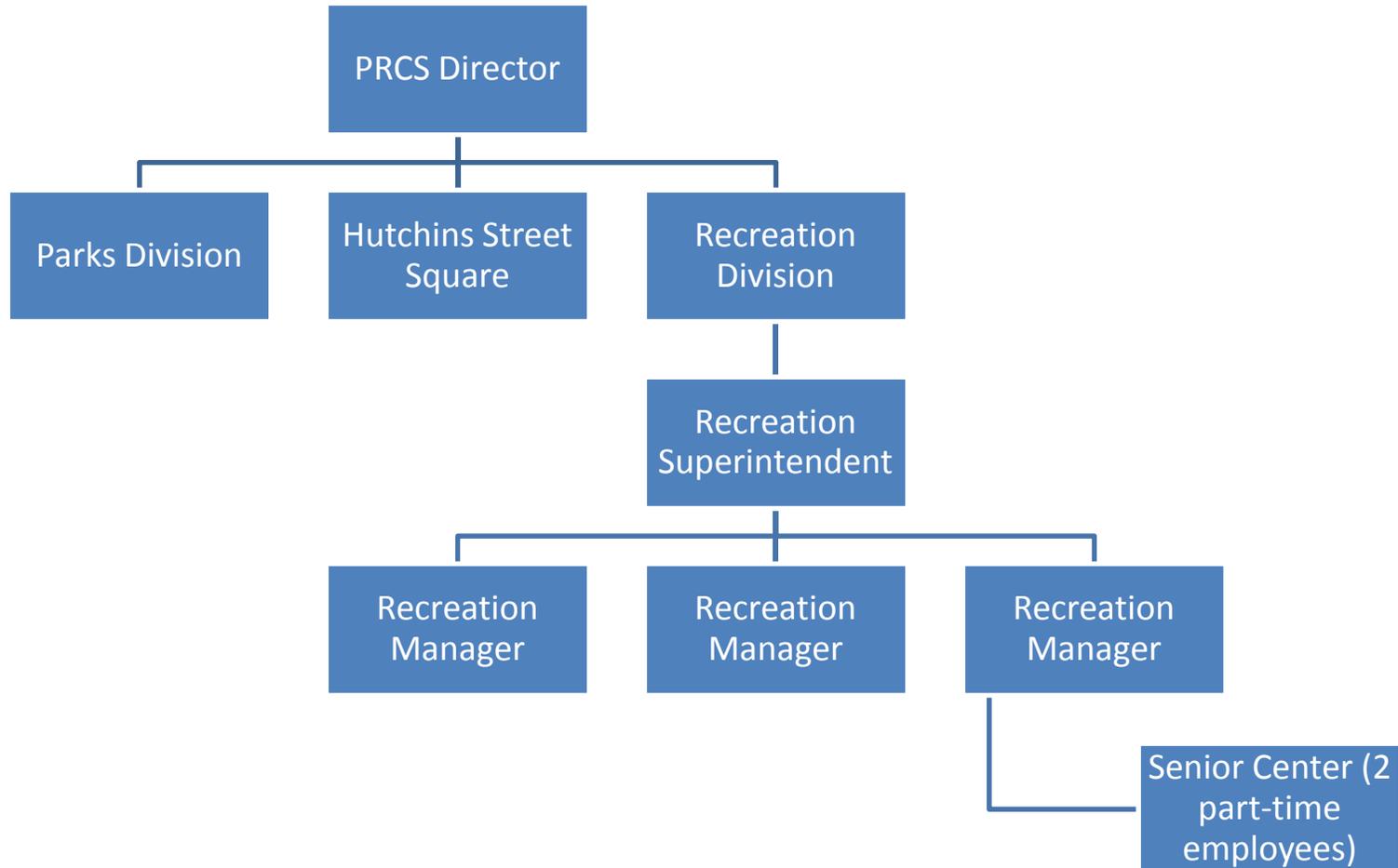


Jeff Hood
Parks, Recreation and Cultural Services Director

- Salaried
- Hourly
- Volunteer
- Pending Program



Hutchins Street Square Senior Center



Comparison of activities at senior centers

Services/Activities	HSS	LOEL
Pinochle	√	√
Bunco	√	
Bingo	√	√
Bridge	√	√
Card/Board Games	√	√
Chess	√	
Wii Sports	√	√
Ping Pong		√
Memoirs Writing Grp	√	√
Knitting/Crochet	√	√
Movie	√	√
Painting		√
Brain Builders	√	
Bereavement Grp	√	
Caregiver Support Group	√	
Legal Services	√	
Hicap Medicare Counseling	√	√
Peer Counseling	√	
Library	√	√
Informational Workshops	√	√
Senior Self Defense	√	
Adult CPR	√	
Tax Services	√	√
Dial A Ride Tickets	√	
Computer Lab -WiFi	√	√
Blood Pressure Checks		√
Exercise Program		√
Lunch Program		√
Arts & Crafts		√
Fundraiser Dinners/Luncheon		√
Mature Driver Course		√
Travel Trips		√

AGREEMENT FOR OPERATION OF SENIOR CENTER

THIS AGREEMENT FOR OPERATION OF SENIOR CENTER (this "Agreement") is entered into by and between the CITY OF LODI, a municipal corporation ("City"), and THE LOEL FOUNDATION, a California nonprofit corporation ("LOEL").

WHEREAS, LOEL operates a Senior Center located at 105 South Washington Street, Lodi, and the City operates a Senior Center at Hutchins Street Square, formally located at 125 South Hutchins Street, Lodi, Calif. 95240;

WHEREAS, the purpose of this Agreement is to contract operation of the Hutchins Street Square Senior Center to LOEL for 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 a Senior Center on a year-round basis at the Hutchins Street Square facility.
2. The City of Lodi will lease to LOEL for the sum of ONE DOLLAR (\$1.00) each year, payable on the Commencement Date (defined below) and on each anniversary thereof, the facilities and spaces described as follows (the "Premises"):

LOEL Senior Center at Hutchins Street Square

The northern 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.

3. In addition to the space leased in paragraph 2 above, during the term of this Agreement LOEL shall have the right to utilize all parking areas, walkways and breezeways located at Hutchins Street Square (the "Complex") on a non-exclusive basis together with other users of the Complex.
4. The term of this Agreement shall be for a period of three (3) years commencing July 1, 2013 (the "Commencement Date") and expiring on June 30, 2016. This Agreement may be terminated with or without cause by either party after one year by providing not less than thirty (30) days advance written notice to the other party.
5. LOEL agrees to provide, within the limits imposed by licensing/regulatory agencies, senior program services to all persons meeting the criteria for participation, regardless of race, color, religion, sexual orientation, marital status, national origin, ancestry, age, residency or any other criteria prohibited by law. The determination of what services will be offered will be made at the discretion of LOEL.
6. LOEL agrees to consider existing City Senior Center Staff for hire to operate the LOEL Senior Center at Hutchins Street Square, but all staffing and hiring decisions are at LOEL's sole discretion.
7. Except as otherwise provided in paragraph 13 of this Agreement, LOEL shall provide all necessary and customary supplies, equipment, furniture, and staff to provide the Senior services.
8. LOEL shall be responsible for publicity and marketing of the program. As part of that publicity and marketing, LOEL is authorized to place signs within and outside of the Hutchins Street Square facility identifying the LOEL Senior Center at Hutchins Street

Square and its location, provided those signs meet any requirements City has for this type of signage, receive the approval of the Parks, Recreation and Cultural Services Director and conform with the City's zoning ordinance.

9. Except for the obligations of LOEL described in paragraph 10, City shall provide all customary and usual maintenance of the Complex, including building structures (including the Premises), exterior and grounds.
10. LOEL shall be responsible for all janitorial and cleaning services, and repairs and maintenance of the interior surfaces of the Premises, except to the extent caused by a failure of City to perform its maintenance obligations under paragraph 9. To assure notification of necessary repairs of the leased space, LOEL shall notify City of all interior repairs performed by LOEL that exceed five hundred dollars (\$500.00) per occurrence. By way of explanation and not by way of limitation, (i) LOEL shall be liable for such items as (a) painting the interior of the Premises, (b) floor and window coverings within the Premises, (c) replacing light fixtures within the Premises, and (d) replacing and unclogging faucets, toilets, and sinks where the obstruction is within the interior of the Premises, including normal sink or toilet blockages; and (ii) City shall be responsible for (a) HVAC, (b) electrical systems and wiring inside the walls of the Premises, (c) plumbing and drainage systems serving the Premises (including water heaters and boilers), and (d) unclogging faucets, toilets, and sinks where the obstruction is not within the interior of the Premises,
11. LOEL shall pay the City TWO HUNDRED FIFTY DOLLARS (\$250.00) per month, due and payable by the tenth day of the month, for water, wastewater, electricity and garbage expense. The water, wastewater, electricity and garbage rates are subject to adjustment every three years by The City of Lodi in the event of a rate change or in the event of increased demand by LOEL. LOEL shall supply its own phone and internet service.
12. LOEL shall be permitted to reserve either Kirst Hall, Charlene Powers Lange Theatre, Cottage/Pisano rooms or Crete Hall two times per calendar year at cost (employee and utility costs only) with the same priority as to dates, including but not limited to Fridays and Saturdays, and times as any other entity or person seeking to reserve any of those facilities.

In addition, the parties acknowledge that reservation of the facilities described above by outside parties is normally accomplished up to a year in advance of a planned event. City agrees to allow LOEL to utilize the above-mentioned facilities at cost for up to an additional two times per calendar year, provided that the facility has not been reserved by a full paying customer within 45 days of the desired date.
13. LOEL shall have the use of all existing furnishings in the public areas of the Senior Center, which shall remain City property. LOEL may, but shall have no obligation to, repair or replace any such items, in which case any replaced items shall be the property of LOEL.
14. The City shall have the right to continued use of an office within the Senior Center for the Aquatics Coordinator's use, including before or after business hours, until it is mutually agreed the office space is no longer needed. The parties acknowledge that the pool located within the Complex is operated solely by the City, that the provision of an office for the Aquatics Coordinator is solely for the convenience of and as an accommodation to the City, and that LOEL Senior Center has no involvement in, responsibility for, or liability whatsoever connected with the operation of the pool or the actions of the Aquatics Coordinator. City further agrees to indemnify, defend and hold LOEL and its officers, agents and employees from and against any loss, liability, claim or expense (including without limitation attorney's fees and costs of litigation) arising from or in any manner

connected with the pool or the actions of the Aquatics Coordinator.

15. Except as provided in paragraphs 10 and 13 of this Agreement, City shall be obligated only to provide the necessary space and maintenance as described within this Agreement. All other expenses of operation of the senior program shall be the responsibility of LOEL.
16. LOEL agrees to operate the senior program on a not-for-profit basis. Charges or fees for such services shall be adjusted with the intent to make such charges or fees reflect the actual cost of operation and overhead of the facility. The LOEL Senior Center at Hutchins Street Square shall be operated during the same business hours as LOEL's existing Center.
17. INDEMNITY: LOEL 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 LOEL or LOEL'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 LOEL or LOEL'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.

City agrees to indemnify and hold harmless LOEL and its officers, board members, agents and employees from and against all claims of whatever nature arising from any act, omission, or negligence of City or City'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 City or City'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.

18. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: LOEL agrees to maintain in full force during the term hereof a policy of general liability insurance under which LOEL is named as insured, and containing an additional named insured endorsement naming City, its elected and appointed boards, commissions, officers, agents, employees and volunteers as additional insured, and under which the insurer agrees to indemnify and hold LOEL 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 LOEL, or LOEL's agents or employees. The minimum limits of such insurance shall be \$5,000,000 (five million dollars). In addition to the additional named insured endorsement on LOEL'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."

19. A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsement shall be delivered to City within ten (10) days after the issuance and each renewal of said policy.
20. LOEL shall take out and maintain during the term of this Agreement, Worker's Compensation Insurance for all of the LOEL's employees employed to perform work in the programs described herein. A waiver of subrogation for workers compensation is required.
21. In the event of a cessation of operation or abandonment of the Senior Center at Hutchins Street Square program by LOEL for a period exceeding thirty (30) days, City may, in its sole discretion, deem this Agreement null and void.
22. Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight deliver, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

City shall be: City Manager
 P.O. Box 3006
 Lodi, CA 95241-1910

With a copy to: Parks, Recreation and Cultural Services Director
 Hutchins Street Square
 125 S. Hutchins Street
 Lodi, CA 95240

LOEL shall be: LOEL Foundation
 105 S. Washington St.

 Lodi, CA 95240

23. This Agreement shall be construed in accordance with the laws of the State of California.
24. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
25. This Agreement constitutes the entire understanding and agreement between the parties hereto. There shall be no modifications without the written consent of both parties.

Executed this 13 day of May, 2013 at Lodi, San Joaquin County, California.

CITY OF LODI, a municipal corporation

LOEL FOUNDATION

Konradt Bartlam
City Manager



ATTEST:

Randi Johl
City Clerk

Dated: _____

Approved as to Form:
D. Stephen Schwabauer
City Attorney

By: Janice D. Magdich 
Deputy City Attorney

RESOLUTION NO. 2013-125

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AGREEMENT WITH LOEL FOUNDATION TO
OPERATE HUTCHINS STREET SQUARE SENIOR CENTER

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WHEREAS, currently Lodi has two independently operating senior centers, 1) LOEL Center, which provides nutrition, educational and recreational services at 105 S. Washington Street; and 2) City of Lodi's Senior Center at Hutchins Street Square, which also provides educational and recreational services; and

WHEREAS, the founding of the centers are the result of the generosity of the late William Holz, who funded both centers in life and in death; and

WHEREAS, City and LOEL Center staff believe the community seniors can be better served by a consolidation of services under the direction of the LOEL Center; and

WHEREAS, staff members from both centers have drafted an agreement (on file in the City Clerk's office) that would allow the LOEL Center to operate Hutchins Street Square Senior Center beginning July 1, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an Agreement between the City of Lodi and the LOEL Foundation to operate Hutchins Street Square Senior Center for the term beginning July 1, 2013 through June 30, 2016; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Agreement on behalf of the City of Lodi.

Dated: June 19, 2013

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I hereby certify that Resolution No. 2013-125 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 19, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk