

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: September 9, 2014

SUBJECT: CONSIDERATION OF SUSPENSION OF FEE TO CONCORD SENIOR CITIZENS' CLUB FOR THURSDAY MORNING USE OF THE CONCORD SENIOR CENTER**Report in Brief**

At the June 24, 2014 City Council Public Hearing to approve the fiscal year 2014-15 City Budget, Council discussed concerns raised by the Concord Senior Citizens' Club regarding their payment to keep the Concord Senior Center open on Thursday mornings. Council directed staff to suspend the Thursday morning facility use billing and to return to Council at the first meeting in September with a comprehensive report on the current billing practices for the Concord Senior Citizens' Club's use of the Center. Council also asked staff to provide information regarding other organizations who agreed to pay additional fees for use of City facilities during the recession.

Staff recommends that the Council review the information provided, and direct staff to continue to suspend the Thursday morning facility use fee to the Concord Senior Citizens' Club through the end of calendar year 2014. Staff further recommends that the Council review the budget allocation for the Senior Center at the mid-year budget review to determine if a change in operations and funding is warranted.

Background

The Concord Senior Citizens' Club (CSCC) has been a long time partner with the City in providing activities for seniors. The Club was established in 1952 by a group of seniors who were interested in social/recreational activities. The City of Concord has supported the operations of the Concord Senior Center through fiscal and staff support and worked with the CSCC assisting with their activities in several locations since 1952.

By 1998, the Club had grown to nearly 3,000 members and offered a variety of activities that City staff supported and/or also directly provided. The growth generated additional space demands in a center half the size of the current Concord Senior Center. Attempts to fulfill the needed space demands with room additions and modular buildings did not allow for efficient operation of the center. City Council approved a Programmatic Needs Study and a Master Plan for the Senior Center in FY 1999-00. The study facilitated the design and development of a new Senior Center. Construction began in December of 2001 and the new facility was completed by May of 2003.

**CONSIDERATION OF SUSPENSION OF FEE TO CONCORD SENIOR CITIZENS’
CLUB FOR THURSDAY MORNING USE OF THE CONCORD SENIOR CENTER**

September 9, 2014

Page 2

The new Senior Center allowed the City to expand programs and services for older adults. The vision was to create a one-stop, multi-service center for senior activities, programs and services. In order to fulfil this vision, additional collaborative partners, non-profit organizations and businesses partnered with the City to meet the comprehensive needs of all older adults. Because of this expansion in services, facilities and partner organizations, the informal arrangement between the City and the CSSC over the last 50 years necessitated the establishment of a more formal and comprehensive written agreement. On June 10, 2003, the Concord City Council adopted a written agreement between the City and the CSSC and modifications to Policy & Procedure No. 147 (Attachment No. 1).

In fiscal year 2008-09 the Great Recession put significant strain on the City’s fiscal outlook. During the budget process for fiscal year 2009-10, all departments submitted budget reduction proposals. One of these proposals which was adopted by the Council involved compressing the programs at the Senior Center into 4 weekdays and closing the Center on Thursdays. Most of CSSC and City activities were relocated to other days of the week. Professional staff adjusted their work schedules to work four, 10-hour days to provide coverage for these hours (Monday through Wednesday 9am-9pm and Friday 9am-5pm). This schedule allowed for budget savings of \$72,000 at the senior center by eliminating the use of part time staff and creating other program efficiencies. Realizing the City’s financial challenges, the CSSC Board agreed to utilize Club funds to cover the costs of opening the Center on Thursday mornings. The Club pays a rental rate of \$118.75/hour for use of the Wisteria Hall from 9am-1pm.

There are several programs and activities scheduled on Thursday, including: Senior Nutrition (CCCAfe), Club Dancercise, Club Billiards Room Drop-in, and two exercise classes. In addition to these programs, the care manager and peer counselor are available to seniors. Once a month the Club has their Birthday Luncheon and during this day the City schedules an additional staff to assist with the set up and take down of this activity.

In addition to the morning use of the facility on Thursday, the senior center also is utilized for many other city functions on Thursday afternoons and evenings such as the Boards and Commissions Dinner, Contra Costa County Emergency Preparedness Workshop, computer training classes for employees, meetings and trainings from the various city departments and hosted community meetings for the Bocce Federation and memorial services for the Blue and Gold Star Moms.

Discussion

The CSSC expenses have increased and the Club feels they can no longer bare the cost of paying to open the Senior Center on Thursdays. The chart below reflects the CSSC year-end fund balance and annual operating deficits for the last four years as provided to the City by their Chief Financial Officer.

Year	Beginning Fund Balance	Year End Balance	Deficit
2010	904,695	859,152	-45,337
2011	858,724	841,080	-17,570
2012	841,080	816,490	-24,467
2013	816,490	809,532	-6,958

**CONSIDERATION OF SUSPENSION OF FEE TO CONCORD SENIOR CITIZENS'
CLUB FOR THURSDAY MORNING USE OF THE CONCORD SENIOR CENTER**

September 9, 2014

Page 3

The Club has made adjustments to close the deficit by increasing their annual membership fee in 2012-13 from \$10 to \$14 per member. In addition, they have relocated some activities scheduled after 4p.m. to prior to 4p.m. to reduce their facility use fees, decreased the time for scheduled dinners, and for a few groups their individual fees have increased (the Billiard Club now pays \$8 a month and Bridge players have seen their fees increase twice from \$2 to now \$3 for each meeting to cover their use of the room in the evening.) In addition, club members attending their activity now pay \$1 at each meeting that goes to the club's general fund to be used for operations.

Other challenges for the Club include dwindling membership and the aging of its club membership with a challenge in attracting seniors on the younger end of the continuum. Nearly 44% of their membership is 80 and older with membership enrollment declining from 2,645 members in 2006 to 1,428 as of July 2014. Some of the Club's programs do not cover their costs and past boards did not want to raise the fees for fear of losing seniors who frequent these programs and activities. To better understand their operational costs the Club Board has convened a Finance Group to review each activity. The Club has made adjustments to help close their deficit. Foregoing the Thursday rental fees will help the Club recover and direct their attention on growing their membership and attendance at their programs.

At the June 24, 2014 Council Budget Public Hearing, the Council asked staff to include in this report information on other community organizations who agreed to pay additional fees in order to help the City through the difficult recessionary period. There are two community groups who stepped forward to pay additional fees. One was the Terrapins Swim Team who have a facility use agreement in place with the City to utilize the Concord Community Pool for their swim team practices. A City budget reduction proposal that was offered as part of the fiscal year 2009-10 budget reductions, was the potential to close the pool for three or six months during the lowest use period of the year. As part of their renewal agreement and fee negotiations, the Terrapins agreed to pay a \$9,000 "winter premium" for use of the pool during the months of November through January when the costs to operate the pool are at their highest. Staff would like to emphasize, however, that this \$9,000 "winter premium" simply brought the Terrapins overall use fees in-line with benchmark fees for other USA Swim Teams who rent municipal pools such as Walnut Creek, San Ramon, and Folsom.

The second community group who stepped forward was the lap swimmers who were enjoying a senior citizen discount for swimming at the Concord Community Pool. These senior lap swimmers offered to give up their senior discount and pay the regular cost for swimming laps in order to avoid a closure of the pool facility. Since that time, the City has adopted some additional multi-swim fee passes that provide for additional volume discounts similar to the discount they were receiving as senior citizens.

The Concord Senior Center will at some point reach its capacity to generate revenue. The center's prime time hours from 9:00 a.m. – 1:00 p.m. is nearing capacity. Afternoon time available at the center has become limited. Staff is relocating two morning classes to other community centers with larger rooms that will allow these classes to grow while opening up time slots at the senior center for other activities.

For the center to be fully operational on Thursday from 9am – 5pm, would require additional staffing resources; two full time professional staff would need to change their current four - ten schedule to five eight hour days and work Monday thru Friday. The Senior Center budget would need an additional \$3,000 for

**CONSIDERATION OF SUSPENSION OF FEE TO CONCORD SENIOR CITIZENS'
CLUB FOR THURSDAY MORNING USE OF THE CONCORD SENIOR CENTER**

September 9, 2014

Page 4

staffing costs to cover registration desk hours from 8:30a.m. – 12:30p.m. Also, it would be necessary to add additional part-time staff hours to cover any evening activities. However, the activities would bear the cost of the additional part-time staff coverage (full cost recovery).

Fiscal Impact

The current allocated budget for Senior and Special Recreation Services is \$688,000 and projected revenue is budgeted at \$264,000. Cost recovery, therefore, is projected at 38%, thus the City's General Fund subsidy for this program is 62%. Nationally, senior center subsidies run between 75-80%. The City's subsidy is much lower than most senior centers and can be attributed to maximizing the use of the facility by offering successful and sustainable programs. This current subsidy level includes the revenue collected from CSSC for the rental fee for Thursday mornings. Lowering the center's projected annual revenue by \$21,000 (the average annual rental fee paid by CSSC for Thursday morning) to \$243,000 would increase the City's annual subsidy by 3%, to 65%.

Public Contact

Posting of the Council agenda. A copy of the report was sent to the president of the Concord Senior Citizens Club.

Recommendation for Action

Staff recommends that the Council review the information provided, and direct staff to continue to suspend the Thursday morning facility use fee to the Concord Senior Citizens' Club through the end of calendar year 2014. Staff further recommends that the Council review the budget allocation for the Senior Center at the mid-year budget review to determine if a change in operations and funding is warranted.

Prepared by: Avis Connolly
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Reviewed by: Joan Carrico
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Scott P. Johnson
Assistant City Manager
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Attachment 1: June 10, 2003 Report to Council on Senior Citizens' Club Agreement, Concord Senior Citizen's Club Agreement, and Policy & Procedure No. 147, Operation and Use of Concord Senior Citizens' Building

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: June 10, 2003

SUBJECT: APPROVAL OF AN AGREEMENT WITH THE CONCORD SENIOR CITIZENS CLUB AND MODIFICATIONS TO POLICY & PROCEDURE NO. 147

Report in Brief

The City has begun operation of the new Senior Citizens Center. In order to efficiently operate the new Center and offer programs that meet the needs of Concord's older adults, the City will be seeking collaborative agreements with non-profit organizations, service providers and businesses interested in the welfare of senior program participants. One of the most important partners for the City is the Concord Senior Citizens Club. The Club and the City have collaborated on senior citizen programs since 1952 through a series of informal agreements. In recognition of the need to expand and formalize this partnership, the City and the Club have negotiated a comprehensive agreement. This agreement is intended to establish the conditions associated with present and future collaborative programs in a manner that will facilitate a long-term commitment by each organization. Implementation of the agreement will require minor modifications to Policy & Procedure No. 147, Operation and Use of the Concord Senior Citizen Building. On May 21, the Council Committee on Recreation & Cultural Affairs approved an action to recommend that the City Council approve the agreement and the modifications to the Policy & Procedure.

Staff recommends that the City Council approve the agreement with the Concord Senior Citizens Club and modifications to Policy & Procedure No. 147.

Background

The Concord Senior Citizens Club was established in 1952 by a group of seniors interested in recreational and social activities. Since its establishment, the Club has worked with City officials to obtain community center space and other forms of assistance needed to offer activities. The first City building used to accommodate senior citizen activities was the present City office at 2974 Salvio Street that houses the Parks & Recreation and Human Resources Departments. City staff actively supported operation of the Center by conducting programs and operating the building. In 1974, the City opened the Senior Center at 2727 Parkside Circle. City staff continued programming and building operation responsibilities as the Senior Club continued to grow its membership. By 1998, the Club had grown to nearly 3,000 members and offered a wide variety of activities that City staff supported or directly provided.

**APPROVAL OF AN AGREEMENT WITH THE CONCORD SENIOR CITIZENS CLUB
AND MODIFICATIONS TO POLICY & PROCEDURE NO. 147**

June 10, 2003

Page 2

The Club's growth generated additional space demands on the Senior Center. Initially these demands were met by adding space to the Senior Center through additional rooms or modular buildings. While this strategy met the initial demands for space, the addition of rooms and modular buildings did not promote the efficient operation of the Senior Center. In recognition of this situation, the City Council appropriated funds to conduct a Programmatic Needs Study and development of a Master Plan for the Senior Center as part of the FY 1999/00 budget. The study was completed in late 2000 and presented to the City Council on December 19, 2000. In response to the Study and Senior Center Master Plan, the City Council approved several actions that facilitated the design and development of a new Senior Center. Construction of the facility began in December 2001 and was completed this month. On May 16, the City and a number of collaborative partners celebrated the completion of the project with an Open House and Healthy Lifestyles Fair that showcased several new programs and services that will be offered at this 16,000 square foot, state of the art facility.

The opening of the new Senior Center provides the City with an opportunity to expand programs and services for older adults. Program and service expansion will require the building of additional collaborations among service providers, non-profit organizations and businesses interested in the welfare of senior program participants. One of the most important partners for the City is the Concord Senior Citizens Club. While City/Club partnership has existed for over 50 years on an informal basis, City staff and the Club's leadership believe that the partnership should be formalized. In July 2002, staff and the Club's Executive Board began discussing the development of a comprehensive agreement that would establish the conditions associated with present and future collaborative programs. Staff and the Board believed that such an agreement would provide the foundation for a long-term commitment as the new Senior Center was opened. Negotiations were completed in an amicable manner and a draft agreement was reviewed by the Club's Executive Board on May 5, 2003. In addition to presenting the draft agreement, staff also discussed need to modify Policy & Procedure No. 147, Operation and Use of the Concord Senior Citizens Building, in order to reference the proposed agreement. Following the Board's favorable review, staff scheduled a review of the agreement with the Council Committee on Recreation and Cultural Affairs on May 21, 2003. The Council Committee approved an action to recommend that the City Council approve the agreement and the modifications to the Policy & Procedure.

Discussion

As part of the negotiation process, staff and the Club's Executive Board identified several issues as discussion points. The issues identified by staff included the City's cost to support special Club activities where fees are charged to members and the need for Club volunteers to assume more programming responsibility. Staff's concerns in these areas were founded in the need to stretch City resources in order to expand programming that attracts older adults who are not Senior Club members. The Senior Club issues included the need to reserve space for activities and receive appropriate levels of support for Club programs. Club officers also felt it was important to be viewed as the City's major partner in the operation of the new Senior Center. Both parties recognized the need to change certain past practices in order to maximize the potential for program expansion associated with the new Senior Center.

The agreement (Attachment No. 1) addresses the primary concerns of both parties. Senior Club issues associated with the need to reserve space in advance of other potential users will be met through the development of an annual master calendar that will be submitted to staff in August of each year. Staff will schedule activities into the Senior Center facilities at that time, well in advance of the first of each year. In

**APPROVAL OF AN AGREEMENT WITH THE CONCORD SENIOR CITIZENS CLUB
AND MODIFICATIONS TO POLICY & PROCEDURE NO. 147**

June 10, 2003

Page 3

addition, the City commits assistance to the Club through staff support, facility support and maintenance of computers for the Center's computer lab. The computer lab is a shared facility that doubles as the City's computer training center, a collaboration that saves a future capital expense for the City and promotes efficient use of the Center. City issues associated with the cost to support Club activities are also addressed through the Club's commitment to reimburse the City for direct costs associated with Club-sponsored special events on weekdays and all activities that occur on evenings and weekends. The direct costs will be limited to staff and special supplies specifically associated with the activity.

The agreement also addresses other issues of importance to the Club and the City. In order to encourage continuous evaluation and improvement, the agreement requires the City to form a Senior Citizens Center Advisory Board that will solicit comments and concerns from users. The Advisory Board will include representatives from the Club, Commission on Aging, a service provider and a non-affiliated senior citizen. While recognizing the value of collaboration, the agreement places the City in control of the new Senior Center, an important point given the level of public investment in the development and operation of the facility. Finally the agreement also requires the Club to obtain insurance coverage that will protect both parties from potential losses due to liability that may arise in the event of an incident. Unlike other non-profit organizations of similar size and scope, the Club has previously not obtained liability insurance, a situation that exposes both parties to unnecessary risk. The Club is now in the process of obtaining the required insurance coverage.

The agreement incorporates Policy & Procedure No. 147 as Exhibit 1. This Policy/Procedure, approved by the City Council in 1989, provides the policy framework that supports continued collaboration between the City and Club. Staff has proposed some minor modifications to the Policy/Procedure in order to reference the proposed agreement.

Fiscal Impact

Expenses associated with City commitments contained in the agreement are included in the proposed FY 2003/2004 budget and updated 10-Year Plan. Income generated from the Club's reimbursement of City costs to support Club activities as stipulated in the agreement is estimated at \$20,000 annually. This income was not projected in the proposed FY 2003/2004 budget and updated 10-Year Plan.

Public Contact

Posting of the Council agenda. A copy of this report was sent to the president of the Concord Senior Citizens Club.

Council Committee Recommendation

The Council Committee on Recreation and Cultural Affairs recommends that the City Council approve the agreement and the modifications to the Policy & Procedure.

**APPROVAL OF AN AGREEMENT WITH THE CONCORD SENIOR CITIZENS CLUB
AND MODIFICATIONS TO POLICY & PROCEDURE NO. 147**

June 10, 2003

Page 4

Recommendation for Action

Staff recommends that the City Council approve the agreement and modifications to Policy & Procedure No. 147 as proposed.

Edward R. James
City Manager

Reviewed by: Mark G. Deven
Director of Parks & Recreation

Attachment No. 1: Concord Senior Citizens Club Agreement

Attachment No. 2: Policy & Procedure No. 147

CONCORD SENIOR CITIZENS CLUB

AGREEMENT

THIS AGREEMENT is entered into this 10 day of June, 2003 by and between the City of Concord (CITY), a municipal corporation organized under the laws of the State of California, and the Concord Senior Citizens Club (CSCC), a not-for-profit public benefit California corporation.

RECITALS

WHEREAS, the Concord Senior Citizens Club (CSCC) is a non-profit public benefit corporation which organizes and conducts senior citizen activities; and

WHEREAS, in conjunction with its purpose, the mission of the CSCC is to achieve the goal of providing senior citizen activities to meet the physical, mental and social needs of older adult members; and;

WHEREAS, CITY has had an ongoing relationship with CSCC to collaborate on the provision of senior citizen activities primarily based at the Concord Senior Citizens Center (CENTER) at 2727 Parkside Circle; and

WHEREAS, CSCC has contributed funds and volunteer hours for the development of the CENTER and has pledged its continued support for the operation of the CENTER; and

WHEREAS, CSCC primarily serves senior citizens who reside in the Concord area; and

WHEREAS, CITY desires to formalize this working relationship by entering into this agreement with CSCC.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions of this agreement, the parties mutually agree as follows:

1. **Grant of Privilege.** CITY grants to CSCC the non-exclusive privilege of using CENTER for CSCC activities and programs; and reimbursing CITY for certain CITY costs required to support CSCC activities.
2. **Term.** This Agreement is binding upon the parties upon its execution by the authorized representatives of each party and shall remain in effect until terminated by either side under the terms of paragraph 8.

1 **3. Operation of CENTER**

- 2 a. The CITY shall schedule the CENTER in accordance with the Policy & Procedure No.
3 147, incorporated into this agreement as Exhibit No. 1. In the event of disputes
4 associated with the scheduling of the CENTER, any such disputes, controversies or
5 conflicts shall be resolved by CITY's Director of Parks & Recreation as he/she deems
6 appropriate and in the best interests of the CSCC and CITY.
- 7 b. The CITY is responsible for managing the use and maintenance of CENTER in
8 accordance with the customary standards of all City of Concord facilities.
- 9 c. CITY will form a Senior Citizens Center Advisory Board with the objective of
10 soliciting comments and concerns from the CENTER users, service providers and other
11 interested stakeholders for the purposes of evaluating and forwarding same to the Parks
12 & Recreation Department. The Committee will be composed of one (1) CSCC officer,
13 one (1) CSCC member, one (1) non-affiliated senior citizen, one (1) service provider,
14 one (1) member of CITY Commission on Aging and CITY's Recreation Program
15 Manager responsible for operation of CENTER. The non-affiliated senior citizen and
16 the service provider members of the Senior Citizens Center Advisory Board will be
17 selected by CITY'S Recreation Program Manager.
- 18 d. The CITY and CSCC shall work cooperatively to develop additional procedures that
19 may be required to operate the CENTER on a day to day basis.

20 **4. CITY Commitment.** In addition to the obligations assumed by CITY under paragraph 3, CITY
21 will:

- 22 a. Facilitate set-up and take down for routine CSCC activities weekdays 8:30 a.m. to 4:00
23 p.m. at no cost to CSCC.
- 24 b. Facilitate set-up and take-down for CSCC special events scheduled on weekdays and
25 other activities scheduled on weekday evenings and weekends with direct staff,
26 materials and supplies costs assessed to CSCC.
- 27 c. Provide technical assistance and planning support through the assignment of staff to
28 work with CSCC volunteers on specific events as requested by CSCC. Such assistance

1 will include, but is not limited to, training, research, oversight, supervision and
2 program evaluation.

- 3 d. Collaborate with CSCC in the promotion and presentation of cultural activities,
4 educational classes, community events and outreach targeting neighborhoods or
5 groups.
6
7 e. Determine the best location for scheduled activities that meet programmatic needs
8 while efficiently utilizing CENTER.
9
10 f. Maintain, repair, service and, based on CITY's standard schedule, replace all
11 computers in CENTER's computer lab.

12 5. **CSCC'S Commitments:** In addition to the obligations assumed under Paragraph 4 (b), CSCC
13 will:

- 14 a. Reimburse CITY for all direct staff, materials and supplies costs assessed by CITY for
15 special events scheduled on weekdays and other activities scheduled on weekday
16 evenings and weekends.
17
18 b. Manage and administer all CSCC-sponsored programs.
19
20 c. Develop an annual master schedule for major events and daily, weekend and monthly
21 activities for review by CITY's Recreation Program Manager by August of each year.
22
23 d. Maintain in good repair CSCC's pool tables. If public use of the pool tables increases
24 to the point that use by CSCC Pool Club declines, CITY and CSCC will share costs to
25 maintain the pool tables.
26
27 e. Provide bingo equipment and materials.
28
f. Operate all CSCC programs at the CENTER in accordance with applicable public laws
and with the approval of the Recreation Program Manager to insure health and safety.
g. Facilitate the training of all volunteers directly responsible for CSCC activities.

1 h. Support CITY's operation of CENTER by educating and informing members regarding
2 major issues.

3 i. Review with CITY the hiring of all CSCC contractors or employees that will impact
4 the operation of the CENTER. CITY retains the right to require CSCC to remove any
5 contractor or employee that may cause disruption of the CENTER operations or
6 otherwise fails to perform or meet CITY established standards for operation of the
7 CENTER. Such determination shall be made by CITY's Recreation Program Manager.
8

9 **6. Records and Inspection:** As CSCC is a non-profit corporation, CITY shall have the right
10 through its agents and representatives, at all reasonable times and with reasonable notice, to inspect
11 such financial books and records. CSCC agrees that all such financial records and instruments,
12 identified above, are available to the CITY and that it shall make them available to the CITY during
13 normal business hours of the CITY.

14 CSCC shall provide to CITY upon request a copy of its most recent State/Federal tax return
15 relating to the operations herein. The returns shall be provided to CITY's Director of Parks &
16 Recreation within 15 working days of such notice. CSCC shall report all documentation regarding use
17 hours and participation levels recorded for CSCC activities at the CENTER to the Recreation Program
18 Manager on a monthly basis.

19 **7. Audit:** CITY may elect to have an audit and accounting made of the financial books and
20 records of CSCC. If CITY elects to have an audit and accounting performed, CSCC will make
21 available to CITY and/or its designated representative, all financial records retained by it in the
22 normal course of its business for such audit and accounting, within fifteen (15) working days of such
23 notice.

24 **8. Termination:** CSCC may, at its discretion, terminate this Agreement without cause, provided
25 that the CITY be given notice of termination at least sixty (60) days prior to the commencement of the
26 annual scheduling procedure as set forth in Paragraph 5. CSCC may terminate this agreement upon
27 providing thirty (30) days advance written notice in the event that a material breach of this agreement
28 by CITY.

1 CITY may terminate this agreement in the event of a material breach by CSCC by providing
2 thirty (30) days written notice of the same.

3 In the event of termination of this agreement, either party may request an accounting of monies
4 due and/or owing the other within thirty (30) calendar days from the date of termination. In the event
5 that an accounting is requested by either party, the full and complete financial accounting shall be
6 provided within thirty (30) calendar days of the request. In the event monies are due to either party,
7 said monies shall be paid within fifteen (15) working days of the tendering of the accounting.

8 **9. Independent Contractor:** It is understood that the parties hereto shall not be deemed partners
9 or joint venturers as to render either party liable for any of the debts or obligations of other party, and
10 that CSCC is an independent contractor retained by the CITY to perform the work described herein
11 and is not an agent or employee of CITY. All volunteers of, or personnel employed by CSCC, are not
12 and shall not be deemed to be employees of the CITY.

13 **10. Hold Harmless and Insurance:** Each party agrees to hold the other harmless and to
14 indemnify and defend the other party (with counsel reasonably acceptable to the other party) from and
15 against any liability, loss, cost or expense incurred by or claimed against the other party as a result of
16 or in any way arising out of the negligent performance of this Agreement by the other party, its agents,
17 employees or person(s) acting on its behalf. Each party shall not be responsible for any liability, loss
18 or expense resulting from the sole negligence of the other party, its employees or agents, in the
19 performance of this Agreement.

20 CSCC shall maintain during the term of this Agreement the following insurance:

- 21 A. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable
22 law.
- 23 B. Commercial General Liability Insurance (bodily injury and property damage) in the
24 amount of \$1,000,000 per occurrence and annual aggregate. The City, its officers,
25 employees and agents, shall be named additional insured.
- 26 C. Automobile Bodily Injury and Property Damage Liability Insurance, the limits of which
27 shall not be less than \$1,000,000 per occurrence and the City shall be named as additional
28 insured.

1 **11. Assignment:** CITY is contracting for the services of CSCC based upon the representations set
2 forth in this Agreement and the reputation of CSCC. CSCC shall not assign any portion of this
3 Agreement without the expressed written consent of CITY.

4 **12. Waiver:** Failure or delay by either party to exercise any right or power by virtue of this
5 Agreement, or otherwise, shall not be construed as a waiver thereof. The failure of either party hereto
6 to insist upon a strict performance of any of the terms, provisions, conditions or covenants herein
7 contained shall not be deemed a waiver of any subsequent or continuing breach of the terms,
8 provision, conditions or covenants herein contained. The receipt by either party from the other of any
9 payment or acceptance of performance of anything required by this Agreement to be performed, with
10 knowledge of the breach of a term, provision, condition or covenant of this Agreement, shall not be
11 deemed a waiver of such breach.

12 **13. Binding Effect:** This agreement is binding on the successors and assigns of the parties hereto.

13 **14. Severability:** It is further agreed that all the covenants, provisions and clauses herein
14 contained are severable. In the event any of said covenants or provisions or clauses shall be held by
15 any court of competent jurisdiction to be invalid, this Agreement shall be construed, if possible, as if
16 such invalid covenant or provision or clause were not herein contained.

17 **15. Representatives:** In order to facilitate communications between the parties a representative is
18 herein designated to be the primary contact person for each party in case of issues arising between the
19 parties. For the CITY it is the Director of Parks & Recreation and for the CSCC it is the President of
20 the Board of Directors. The parties' representatives may designate other individuals to act on their
21 behalf or to handle specific aspects of the relationship between the parties.

22 **16. Notices:** All invoices or notices, except those pertaining to day to day booking or production,
23 required herein shall be in writing and shall be deemed to have been received on the day they are hand
24 delivered or deposited in the United States mail with first class postage and addressed:

25 To CSCC at: President of the Board of Directors
26 Concord Senior Citizens Club
27 2727 Parkside Circle
28 Concord, CA 94519

To CITY: City Manager
City of Concord
1950 Parkside Drive
Concord, CA 94519

1 With a copy to: City Attorney
2 City of Concord
3 1950 Parkside Drive
4 Concord, CA 94519

5 17. **Change of Address:** Any of the parties may change the address to which notices are sent by
6 giving written notice of such change to the other party as provided herein.

7 18. **Amendment:** This Agreement may be amended, modified or changed by the parties provided
8 that said amendment, modifications or change is in writing and approved by both parties.

9 19. **Time of Essence:** Time is of the essence in the performance of this Agreement.

10 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more
11 copies as of the date and year first written above.

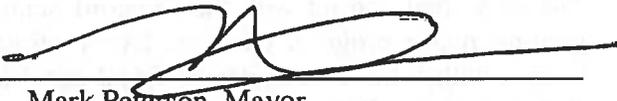
12 **CONCORD SENIOR CITIZENS CLUB**

13 Date: 6/10/03

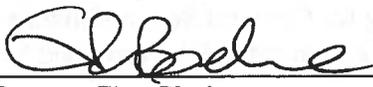
14 By: 
15 President of the Board of Directors

16 **CITY OF CONCORD**

17 Date: 1/12/04

18 By: 
19 Mark Peterson, Mayor

20 **ATTEST:**
21 Mary Rae Lehman
22 City Clerk

23 By: 
24 Deputy City Clerk

25 APPROVED AS TO FORM:

26 
27 City Attorney
28



POLICY & PROCEDURE

CITY OF CONCORD

Number: 147
Authority: Council Motion
Effective: 9/12/89
Revised: 6/10/03
Initiating Dept.: Parks & Recreation

OPERATION AND USE OF CONCORD SENIOR CITIZENS BUILDING

1. PURPOSE

To establish guidelines for the operation and use of the City of Concord senior citizen building.

2. USE AND RESPONSIBILITIES

2.1 The City of Concord shall operate the senior building for the enjoyment and pleasure of the senior citizens of the community.

2.2 The operation of the senior citizen building and programs will be the responsibility of the Director of Parks and Recreation, or designated representative, and will provide programming for senior citizens.

2.3 The Concord Senior Citizen Club, a non-profit community organization, may provide programs not currently offered by the City, upon City approval. The Concord Senior Citizen Club will have use of the Concord senior citizen building in accordance with the Concord Senior Citizens Club agreement approved by the City Council on June 10, 2003.

2.4 The City shall consult with the Concord Senior Citizens Club prior to making decisions regarding major program changes. Every effort will be made to accommodate the seniors' wishes within the boundaries of fiscal constraints of the City budget. The Concord Senior Citizens' Club will be given the opportunity to subsidize or pick up a program that the City feels should be deleted due to cost or other considerations.

2.41 As part of the budget process, the City will engage the Concord Senior Citizens Club in a planning process with the objective of addressing program revisions for the next fiscal year.

2.42 Staffing for Concord Senior Citizens Club functions that have been agreed upon at the planning sessions will be provided by the City.