

TO: James L. App, City Manager  
FROM: Julie Dahlen, Director, Library and Recreation Services  
SUBJECT: Senior Center Outsourcing Agreement  
DATE: August 7, 2012

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Needs: For the City Council to consider an Administrative Services Agreement with Senior Volunteer Services to outsource staffing at the Paso Robles Senior Center.

Facts:

1. The City of Paso Robles owns and operates a Senior Center at 270 Scott Street.
2. Through attrition, Library and Recreation Services staff has been reduced by 50%; as a result, staffing levels at the Senior Center are not optimal.
3. The Paso Robles City Council voted unanimously at its June 5, 2012 meeting to authorize City staff to pursue an outsourcing proposal from Senior Volunteer Services.
4. Senior Volunteer Services and the City have negotiated a 1-year trial outsourcing agreement.
5. The Paso Robles Senior Advisory Committee voted unanimously at its May 8, 2012 meeting to endorse outsourcing Senior Center staffing and programming to Senior Volunteer Services and to continue to support a half-time staff assistant with the Senior Endowment fund.

Analysis &  
Conclusion:

As a result of the City's hiring freeze, LRS staffing at the Senior Center is neither sustainable nor optimal. To address this staffing shortage, City Council recently set Recovery priorities which included funding for additional part-time hours in the Department of Library and Recreation Services and directed staff to pursue an outsourcing agreement with Senior Volunteer Services to provide staffing and programming at the Senior Center. SVS and LRS staff have negotiated a 1-year trial agreement.

Policy

Reference: City Council Recovery Priorities.

Fiscal

Impact: \$3,200 per month, funded from the Recovery priority part-time staff appropriation and \$15,000 to \$17,000 annually lost annual revenue from Senior Center dues. In subsequent years, should outsourcing prove successful, a financial benefit will accrue as historic City-funded staffing and operating costs (such as supplies, janitorial costs, office equipment replacement, etc.) are assumed by Senior Volunteer Services.

Projected Savings, 1<sup>st</sup> Year:

- \$110,400 annually -- no need to rehire a full-time coordinator
- \$17,000 annually -- supplies/programming

Estimated Savings, Subsequent Years:

- At least \$3,200 annually -- equipment replacement.
- Up to \$15,000 annually -- utilities.
- Reduced Public Works staff support.
- Reduced risk management liability.

Options:

- a. Adopt Resolution #12-XXX authorizing the City Manager to enter into a 1-year, renewable administrative services agreement with Senior Volunteer Services to outsource staffing at the Paso Robles Senior Center.
- b. Amend, modify, or reject the above option.

Attachments:

1. Administrative Services Agreement.
2. Resolution #12-XXX

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”) is effective as of \_\_\_\_\_, 20\_\_ (“Effective Date”), and is by and between the City of El Paso de Robles, a municipal corporation of the State of California (“City”), and Senior Volunteer Services, a non-profit public benefit corporation of the State of California (“SVS”).

Recitals

A. SVS is engaged in the business of providing staff and programming services to senior citizen organizations.

B. In lieu of using City staff, City desires to have certain administrative services provided at its Senior Center, and SVS wishes to provide such services to City.

THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

Terms

ARTICLE 1. SERVICES

1.01. Services. SVS shall provide City with administrative services including programming, volunteer coordination, maintenance of an activities and materials budget, and room set up as set forth in **Attachment A**, attached hereto and incorporated by reference herein, and such additional services as may be mutually agreed by SVS and City (the “Services”). City agrees it shall be responsible for providing the facilities, equipment and services outlined in **Attachment B**, attached hereto and incorporated by reference herein, for the time periods specified on such Attachment B. Thereafter, such costs shall be the responsibility of SVS.

1.02. Acceptance. City accepts such Services and agrees to make payment as provided in this Agreement for the Services SVS provides to City.

1.03. Provision of City Information. City shall provide SVS, in a timely manner, all records, documents, materials and information necessary or appropriate to allow SVS to perform the Services.

1.04. Representation. SVS represents to City that it has the necessary experience and expertise to perform the Services and that such Services shall be performed in a professional, workmanlike, and timely fashion without undue delay, in accordance with all applicable laws.

1.05. Coordination of Services. SVS shall work with City’s existing part-time employee to familiarize himself or herself with activities at the Senior Center. From time to

time, the parties may agree to amend the scope of Services to be provided by SVS as may be reasonably required. City shall not instruct SVS's personnel to engage in activities that are unrelated to the provision of the Services to the Senior Center or otherwise alter the purpose of SVS's employees in providing the Services to City under this Agreement without SVS's prior consent.

1.06. Records. SVS shall provide to City on July 30, 2013 and each July 30 thereafter during the term of this Agreement an accounting of all revenues received by SVS in connection with this Agreement, such as membership dues and/or any advertising revenue or donations made expressly to the Senior Center; and all costs and expenses incurred in providing the Services under this Agreement. City may, in its discretion request that SVS provide additional documentation regarding any such revenues or costs and expenses.

1.07. Taxes; Liens. SVS shall be responsible for and shall directly pay all payroll taxes, local, state and federal, which may now or hereafter be imposed or levied upon the use of its employees in connection with this Agreement.

1.08. Confidential Information. SVS acknowledges that in the course of performance of its obligations pursuant to this Agreement, SVS may obtain confidential and/or proprietary information of City. "Confidential Information" includes: any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual. SVS hereby agrees that all Confidential Information disclosed to it by City, its agents or employees, whether before or after the Effective Date, shall be and was received in strict confidence, shall be used only for purposes of this Agreement, and shall not be disclosed by SVS, its agents or employees without the prior written consent of City. This provision shall not apply to Confidential Information which is (1) already known by SVS without an obligation of confidentiality, (2) publicly known or becomes publicly known through no unauthorized act of SVS, (3) rightfully received from a third party without obligation of confidentiality, (4) disclosed without similar restrictions by City to a third party, (5) approved by City for disclosure, or (6) required to be disclosed pursuant to a requirement of a governmental agency or law so long as SVS provides City with timely prior written notice of such requirement. The provisions of this Section shall survive the term or termination of this Agreement for any reason.

1.09. Independent Contractor. SVS, in performance of this Agreement, is acting as an independent contractor and shall have the exclusive control of the manner and means of performing the work. No provision in this Agreement, and no act of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractor. Personnel supplied by SVS under this Agreement are not City's employees or agents, and SVS assumes full responsibility for their acts. SVS shall not be held responsible in any fashion for any of City's business activities.

1.10. Control of Employees and Representatives. In performing the Services, SVS's employees and representatives shall be under SVS's sole direction, control and supervision. SVS shall have the sole right to exercise all authority with respect to employment, including termination of employment, assignment, and compensation of such employees and representatives. In providing the Services, SVS shall not be obligated to

maintain the employment of any specific employee. All of SVS's employees and representatives providing the Services to City shall be considered employees and representatives of SVS for purposes of compensation and employee benefits. SVS shall be solely responsible for the payment of all applicable workers' compensation insurance, payroll taxes, and withholding relating to its employees, representatives and independent contractors for the Services provided to City.

1.11. Senior Center Administrator. The person who will be primarily responsible for providing the Services under this Agreement at the Senior Center (the "Administrator") is Marie Brinkmeyer. It is expected that the Administrator will employ and assign a Coordinator to spend thirty (30) hours per week performing the Services under this Agreement. The Coordinator's schedule will be coordinated with the City's part-time employee who currently works at the Senior Center. The City employee, whose salary is underwritten by the Senior Endowment Fund, will continue to assist the Administrator throughout the term of this Agreement. If the City employee were to leave for any reason, SVS shall have the opportunity to replace that position (still to be underwritten by the Senior Endowment Fund). At least two (2) weeks' written notice to SVS would be expected were the City employee to resign. SVS may, in its discretion, determine if a different person shall be the Coordinator, but shall provide City with at least two (2) weeks written notice in advance. Throughout the term of this Agreement, SVS shall maintain records showing the hours spent providing the Services under this Agreement, including the time spent by Coordinator in performing such services. If the person who is designated to be the Coordinator is unable to provide Services as scheduled, SVS shall use its best faith efforts to find a replacement to perform such Services or coordinate with City to see if they can be rescheduled.

## ARTICLE 2. PAYMENT

2.01 Consideration. In consideration of the provision of the Services, City shall pay SVS, at the address specified in Section 4.19 of this Agreement, the sum of Three Thousand Two Hundred Dollars (\$3,200.00) per month ("Administrative Fee"), on or before the 1<sup>st</sup> day of each month. In addition, SVS shall be entitled to charge, collect and retain all Senior Center membership dues, provided however that SVS shall not increase the existing membership dues for at least one (1) year from the date of this Agreement. SVS shall also be entitled to solicit, secure, collect and retain all newsletter advertising revenue. Other donations made expressly to and for the Senior Center shall be managed by SVS for the benefit of the Senior Center.

## ARTICLE 3. TERM AND TERMINATION

3.01. Term, Termination and Renewal. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year thereafter unless further extended by the parties. Both parties shall have the right to terminate this Agreement for any reason upon sixty (60) days prior written notice to the other party. Upon termination, each party shall return all materials belonging to the other party within a reasonable amount of time, not to exceed thirty (30) days.

3.02. Events of Default. Upon the occurrence of any of the following events, SVS or City may, at its option, terminate this Agreement:

A. Failure to Provide the Services. The unexcused failure to provide the Services in a timely manner.

B. Late payment of Administrative Fees. The failure to pay Administrative Fees within ten (10) business days when due.

3.03. Excused Default. If a default occurs due to any of the following reasons, such default shall be excused:

A. Impracticability. Neither party shall be required to provide any services or facilities to the extent the performance or the provision of such services or facilities becomes impracticable as a result of a cause or causes outside of the reasonable control of City or SVS, or to the extent the performance or provision of such services or facilities would require City or SVS to violate applicable laws, rules or regulations or result in the breach of any license, permit, or applicable contract.

B. Force Majeure. Neither party shall be liable under this Agreement as a result of any delay, failure or interruption resulting from acts of God, acts of civil or military authorities, acts or orders of governmental authorities, catastrophes or any other occurrences or circumstances beyond the party's reasonable control.

#### ARTICLE 4. MISCELLANEOUS

4.01. Governing Law. This Agreement may not be assigned for payment or performance and shall be governed and construed under the laws of the state of California, without regard to its conflict of laws rules. Any disputes arising out of or in connection with this Agreement shall be adjudicated exclusively in the state or federal courts located in San Luis Obispo County, California, and all parties consent to personal jurisdiction and venue therein.

4.02. Entire Agreement. This Agreement represents the entire understanding between the parties hereto and supersedes all previous and contemporaneous representations, understandings, or agreements, oral or written, between the parties with respect to the subject matter hereof. Any representation, promise or condition in connection with the subject matter hereof that is not incorporated in this Agreement shall not be binding on any of the parties, and no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceedings involving this Agreement.

4.03. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

4.04. Interpretation. This Agreement shall not be interpreted for or against either party on the premise that the party was or was not the drafter of the Agreement.

4.05. Assignment. Neither this Agreement nor any right, obligation or covenant made herein shall be assigned in whole or in part by either party.

4.06. Headings. Headings included in this Agreement are for convenience only and are not to be used to interpret the agreement between the parties.

4.07. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument.

4.08. Third Party Beneficiaries. Unless otherwise expressly provided, this Agreement shall not create any third-party beneficiary rights for any person or entity.

4.09. Waiver. No term or provision in this Agreement shall be deemed waived by either party, and no breach excused by either party, unless such waiver or consent shall be in writing signed by the other party. No consent by either party to, or waiver of, a breach by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different or subsequent breach by the other party. The waiver by any party of the time for performance of any act or condition required by this Agreement shall not constitute a waiver of the act or condition itself. Any failure or delay on the part of any party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion. Single or partial exercise of any right, remedy or power hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided in this Agreement, by law, or in equity.

4.10. Expenses. Each party hereto shall bear its own expenses incurred by it or on its behalf in connection with the preparation of this Agreement.

4.11. Authority to Enter Agreement. Each party represents and warrants that the individuals signing this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

4.12. Incorporation of Schedules. All schedules attached hereto are by this reference incorporated herein and made a part hereof.

4.13. Amendment. This Agreement cannot be amended except in a writing signed by all of the parties.

4.14. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties.

4.15. Construction. This Agreement has been negotiated by the parties, each of which has had the opportunity to be represented by counsel. This Agreement will be fairly interpreted in accordance with its terms, without any strict construction in favor of or against any party hereto.

4.16. Attorneys' Fees. In the event that any action is brought to enforce one or more of the terms of this Agreement, to restrain an alleged violation of this Agreement, or to determine the validity of this Agreement or any part thereof, the prevailing party in any such action shall be entitled to recover from the other its reasonable costs and expenses, including without limitation, expert fees and attorneys' fees, in addition to any other remedies available to it in law or equity. If both parties are successful in one or more causes of action during any such proceeding, the costs and fees shall be apportioned as determined by the court.

4.17. Mutual Cooperation. Each party agrees to provide the other with information and assistance reasonably necessary to investigate, defend or prosecute any claims, suits, or charges, including but not limited to equal employment opportunity, workers' compensation, insurance and similar claims brought by or against one of the parties relating to either of their businesses. This provision shall survive the termination of this Agreement for two (2) years.

4.18. Further Assurances. Each party shall, upon the request of the other, execute, acknowledge, and deliver to the other party any instrument that may be required in order to accomplish the intent of this Agreement. Each party agrees to cooperate to effectuate the intent of this Agreement and shall take all appropriate action necessary or useful in doing so.

4.19. Notices. All notices given in connection with this Agreement shall be in writing and shall be deemed duly given upon delivery if served personally or 3 days after mailing if mailed by certified United States mail, return receipt requested. A party may send notice using other means (including facsimile transmission or overnight courier), but no such communication shall be deemed to have been duly given unless and until it is actually received by the intended recipient. Notices shall be directed to the parties at their respective addresses set forth below or at such other addresses as the parties may indicate by notice.

SVS: Senior Volunteer Services  
Attention: Marie Brinkmeyer  
660 Pismo Avenue  
San Luis Obispo, CA 93401  
Phone: (805) 544-8740  
Fax: (805) 544-9146

City: City of El Paso de Robles  
Department of Library and Recreation Services  
Attention: Julie Dahlen  
600 Nickerson Drive  
Paso Robles, CA 93446  
Phone: (805) 237-3993  
Fax: (805) 237-6424

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

SENIOR VOLUNTEER SERVICES,  
a California non-profit public benefit corporation

By: \_\_\_\_\_

CITY OF EL PASO DE ROBLES, a municipal  
corporation

By: \_\_\_\_\_

James L. App, City Manager

ATTACHMENT A

SERVICES TO BE PROVIDED BY SVS

1. RSVP/Senior Volunteer Services to provide:
  - Administrator on site at Senior Center for thirty (30) hours per week
  - Prepare, in advance, monthly schedule of activities and special events at Senior Center
  - Provide coffee service, office supplies and other materials required for Senior Center activities and programs
  - Recruit and coordinate tasks for volunteers at Senior Center Volunteer coordination
  - Create and schedule programs for seniors
  - Replace equipment at Senior Center as needed, including, but not limited to, computers, copying machine
  - Computer servicing/maintenance after first year of Agreement
  - Set up rooms for special events as needed
  - Pay for utilities, and maintenance costs of copying machine after the first (1st) anniversary of the date of Agreement

## ATTACHMENT B

### FACILITIES AND SERVICES TO BE PROVIDED BY CITY

City of El Paso de Robles to provide:

- Eighteen (18) hour per week assistant (funded by the Senior Endowment)
- Senior Center facility
- Major building maintenance (including repairs and landscape service)
- Lobby and restroom janitorial services four (4) days per week, one (1) hour per day, as needed
- Payment of Utilities
- Payment for telephone, cable and internet service for first year of Agreement
- Copy machine
- Payment of maintenance contract for copying machine for first year of
- Public computers and computer support for first year of Agreement

RESOLUTION NO. 12-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ADMINISTRATIVE SERVICES  
AGREEMENT WITH SENIOR VOLUNTEER SERVICES TO OUTSOURCE STAFFING AT THE  
PASO ROBLES SENIOR CENTER

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WHEREAS, the City of Paso Robles currently owns and operates a Senior Center at 270 Scott Street, and;

WHEREAS, through attrition, Library and Recreation Services staff has been reduced by 50% creating staffing levels at the Senior Center which are not optimal, and;

WHEREAS, The Paso Robles City Council voted unanimously at its June 5, 2012 meeting to authorize City staff to pursue an outsourcing proposal from Senior Volunteer Services, and;

WHEREAS, Senior Volunteer Services and the City have successfully negotiated a 1-year trial outsourcing agreement.

WHEREAS, the Paso Robles Senior Advisory Committee voted unanimously at its May 8, 2012 meeting to endorse outsourcing Senior Center staffing and programming to Senior Volunteer Services and to continue to support a half-time staff assistant with the Senior Endowment fund.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles, to authorize the City Manager to enter into a one-year Administrative Services Agreement, outsourcing Senior Center staffing and programming to Senior Volunteer Services.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 7<sup>th</sup> day of August, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Duane Picanco, Mayor

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Caryn Jackson, Deputy City Clerk