

TO: James L. App, City Manager  
FROM: Julie Dahlen, Director, Library and Recreation Services  
SUBJECT: Senior Center Outsourcing to Senior Volunteer Services  
DATE: August 19, 2014

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**Needs:** For the City Council to authorize a contract renewal enabling Senior Volunteer Services to continue to provide Senior Center staffing and programming from September 2014 through June 2016.

**Facts:**

1. The City of Paso Robles currently owns the Senior Center at 270 Scott Street.
2. At the March 24, 2012 Recovery Workshop, City Council unanimously directed staff to explore contract service opportunities with Senior Volunteer Services to address short-term staffing needs.
3. On August 7, 2012, City Council adopted Resolution #12-136, authorizing the City Manager to enter into an administrative services agreement with Senior Volunteer Services to outsource staffing at the Paso Robles Senior Center.
4. Senior Volunteer Services staff provides monthly reports to the Paso Robles Senior Advisory Committee regarding Senior Center attendance and programming, and advisory board members continue to endorse SVS as a service provider at the Senior Center.
5. Senior Volunteer Services has requested that the \$3,200 monthly fee it charges for Senior Center oversight be maintained.
6. Additional funding of \$540 per biweekly pay period from the Senior Endowment fund is allocated to SVS to employ a half-time SVS employee at the Center, augmenting lead SVS staff.

**Analysis & Conclusion:**

The recession required the City to freeze vacant positions resulting in a significant staffing shortage for the departments of Library and Recreation Services and Public Works, both of which support Senior Center programming and maintenance. Senior Volunteer Services has provided staffing and maintained high-quality programming which continue to be unanimously endorsed by the Senior Citizen Advisory Committee.

**Policy**

**Reference:** None.

**Fiscal**

**Impact:** \$38,400 per year in Senior Volunteer Services fees. These costs are covered with a portion of the \$60,000 allocated to LRS as recovery funding to address shortages in part-time staffing. In the long-term, the City saves over \$90,000 in staffing costs by permanently outsourcing rather than rehiring at historic staffing levels.

**Options:**

- a. Authorize a contract renewal enabling Senior Volunteer Services to continue to provide Senior Center staffing and programming from September 2014 through June 2016 at a cost of \$3,200.00 per month.
- a. Amend, modify, or reject the above option.

**Attachments:**

- Administrative Services Contract with Senior Volunteer Services
- Resolution #12-136, authorizing the City Manager to enter into an administrative services agreement with Senior Volunteer Services.
- Senior Volunteer Services Profit & Loss statement 7/1/13—6/30/14

	A	B	C	D	E	F
1	SENIOR VOLUNTEER SERVICES					
2	PASO ROBLES SENIOR CENTER PROFIT & LOSS					
3	July 1, 2013 through June 30, 2014					
4						
5	Ordinary Income/Expense					
6		Income				
7		Paso Robles Senior Center Inc				
8				Program Activity Fees	\$385.00	
9				Membership Fees	\$7,607.00	
10				Donations	\$1,363.63	
11				BBQ Ticket Sales	\$1,204.65	
12				Newsletter/Wallspace Income	\$1,325.00	
13				Coffee Sales	1,587.10	
14				Contract Fees from City of P/R	\$38,400.00	
15				<b>Payroll Reimbursement from Senior Endowment Fund *</b>	\$9,990.00	
16				<b>TOTAL INCOME</b>	\$61,862.38	
17						
18		Cost of Goods Sold				
19			Program Supplies		\$1,331.49	
20						
21		TOTAL COGS			\$1,331.49	
22						
23		Gross Profit			\$60,530.89	
24						
25		Expense		Computer Software Expenses	\$498.23	
26				Copier Maintenance	\$504.28	
27				Criminal Background Check	\$206.97	
28				Dues & Subscriptions	\$145.00	
29				Employee Recruitment	\$214.85	
30				Equipment Purchase (Library Printer)	\$81.53	
31				Hospitality	\$3,781.61	
32				Office Supplies	\$1,184.63	
33				Postage & Delivery	\$33.19	
34				Printing - Outside	\$613.44	

	A	B	C	D	E	F
35				Repair & Maintenance	\$184.04	
36				Internet	\$599.90	
37						
38				Payroll Salaries & Wages	\$32,942.03	**
39				Payroll Taxes		
40				CA - ETT Expense	\$8.04	
41				CA - SUTA Expense	\$284.24	
42				Fed - Medicare Expense	\$451.74	
43				Fed - Social Security Expense	\$1,931.61	
44				Worker's Comp Insurance Expense	\$330.47	
45				Total Payroll Taxes	\$3,006.10	**
46						
47				Volunteer/Member Expense		
48				Member Newsletter (Printing & Postage)	\$2,565.84	
49				Recruitment Expenses (Member Give-Aways)	\$228.30	
50				Volunteer Recognition (Birthday Acknowledgements)	\$245.90	
51						
52				Total Member/Volunteer Expense	\$3,040.04	
53						
54						
55				TOTAL EXPENSE	\$47,035.84	
56						
57				NET ORDINARY INCOME	\$13,495.05	
58						
59				NET INCOME	\$13,495.05	
60						
61						
62				<b>*Reimbursed for only 10 months - Sept to June</b>		
63				**Does not include salary dollars/payroll taxes for Marie as back-up for Robin		

## 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, equipment replacement 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. City agrees that SVS may rent the facility per guidelines set forth in **Attachment C**. SVS is responsible for coordinating and assuming all potential liability for such rentals via **Attachment D: Application for Use of Facilities**.

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. 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 at the end of the month following contract year completion an accounting of all revenues received by SVS in connection with this Agreement, such as membership dues; 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 charges and 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. Paid SVS staff will be present at the Senior Center facility Monday through Friday from 8:00 a.m. until 5:00 p.m.. SVS may, in its discretion, determine if a different person shall be the Administrator, 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 Administrator in performing such services. If the person who is designated to be the Administrator 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 1st day of each month. Additionally, SVS shall receive \$540 per biweekly pay period from the Senior Endowment Fund as reimbursement for 18 staff assistant hours per week at \$15.00 per hour. SVS shall also be entitled to charge, collect and retain all Senior Center membership dues; solicit, secure, collect and retain all newsletter advertising revenue and solicit, secure, collect and retain all outside of normal work hours Senior Center rental 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 through June 30, 2016 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 fifteen (15) 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. INDEMNIFICATION AND INSURANCE

4.01. Indemnification. Except for the sole negligence of City, SVS shall defend, indemnify and keep and hold City, including City's officers, employees and agents harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expense of legal services) claimed by anyone by reason in injury to or death of persons, or damage to or destruction of property, including property of SVS, sustained in, on or about the demised premises or arising out of SVS's use or occupancy thereof as a proximate result of the acts or omissions of SVS, its employees and agents or its contractors, licensees, invites of subtenants, their successors and assigns or arising out of the condition of the property. City shall, by appropriate, written notice to SVS, advise SVS as soon as practicable regarding any potential liability of SVS under the Section.

4.02. Insurance. SVS shall procure and maintain for the duration of the Agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with SVS's operation and use of the Senior Center as set forth in **Attachment E**. The cost of such insurance shall be borne by SVS.

#### ARTICLE 5. MISCELLANEOUS

5.01. 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.

5.02. 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.

5.03. 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.

5.04. 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.

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

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

5.07. 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.

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

5.09. 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.

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

5.11. 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.

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

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

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

5.15. 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.

5.16. 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.

5.17. 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.

5.18. 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.

5.19. 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: \_\_\_\_\_  
Marie C. Brinkmeyer

CITY OF EL PASO DE ROBLES, a municipal  
corporation

By: \_\_\_\_\_  
James L. App, City Manager

ATTACHMENT A

SERVICES TO BE PROVIDED BY SVS

1. During contract period of 9/2014 through June 30, 2016, Senior Volunteer Services will:
  - Provide administrator(s) on site at Senior Center Monday through Friday, from 8:00 a.m. to 5:00 p.m.
  - Create and schedule programs for seniors.
  - Maintain/replace equipment at Senior Center as needed, at no cost to the City, including, but not limited to, computers and copy machine.
  - Set up rooms for special events as needed.

## ATTACHMENT B

### FACILITIES AND SERVICES TO BE PROVIDED BY CITY

City of El Paso de Robles to provide:

- Senior Center facility.
- Major building maintenance (including repairs and landscape service).
- Lobby and restroom janitorial services three (3) days per week, one (1) hour per day on Monday, Wednesday and Friday.
- Payment of utilities: water, gas, electricity and telephone.
- AmeriPride mat service.
- Maintenance/repair/replacement of kitchen equipment, so long as the City maintains an agreement with the Senior Nutrition program to provide meals to local seniors:
  - Ice maker
  - Oven(s)
  - Refrigerator
  - Freezer
  - Sink

## ATTACHMENT C

### GUIDELINES FOR RENTAL OF SENIOR CENTER

Rentals only considered after normal Senior Center hours (evenings and weekends) to one of the following:

- Senior Center members
- Senior Center Affiliates
- Non-profit agencies
- Government agencies

Policies:

- \$25.00/hour – minimum 2 hours
- 50% at time of reservation
- Deposit forfeited if cancelled in less than 20 days
- No alcohol/no smoking
- \$1,000,000 liability policy naming Senior Volunteer Services and City of Paso Robles as additional insured.

ATTACHMENT C (continued)

GUIDELINES FOR RENTAL OF SENIOR CENTER

**PASO ROBLES SENIOR CENTER KITCHEN CLEANING CHECKLIST**

Please make sure that you initial the following as the tasks are completed. Failure to complete all of the following prior to your departure will result in additional cleaning fees for the renter. Please print.

Renter name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Renter signature: \_\_\_\_\_ Date: \_\_\_\_\_

Caterer name: \_\_\_\_\_ Phone: \_\_\_\_\_

Caterer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Area	Specifics	Initial
Dishwasher	Interior screens cleaned of food debris, turned off, water supply to sprayer turned off.	
Cupboards	Wiped down, no spills or splashes.	
Walls	Wiped down, no spills or splashes.	
Stove/griddle	Top of stove wiped down, griddle cleaned with a screen or grill brick (if used), grease trap on griddle dumped (if used).	
Oven	Nothing left inside. Wiped down, no spills/splashes.	
Stove backsplash	Wiped down, no splashes.	
Sinks	Cleaned and sanitized, no food debris left in sink.	
Steam wells	Emptied of water (if used), cleaned, no food debris.	
Counter tops	Cleaned and sanitized.	
Refrigerator/freezer	Nothing left inside.	
Trash	All trash taken out to dumpsters in parking lot (if full, renter/caterer to take with them).	
Floors	Swept and mopped	
Back enclosure	No trash or recyclables left in enclosure kitchen mats stacked neatly.	

<b>For Internal Use Only</b>
Staff Name: _____ Date: _____
Staff Signature: _____

Rev. 8/12

ATTACHMENT D (continued)

APPLICATION FOR USE OF FACILITIES



Paso Robles Senior Center, 270 Scott Street, Paso Robles, CA 93446 - Phone (805)237.3880 Fax (805) 237.4733

### APPLICATION FOR USE OF FACILITIES

Please read the policies and procedures on the reverse side before filling out application. Please print clearly. Rental charges must be paid at the time of reservation to "Senior Volunteer Services".

Date(s) Requested: \_\_\_\_\_ Day(s) Mon Tue Wed Thur Fri Sat Sun  
 Set-up Time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Clean-up Time: \_\_\_\_\_  
 Description of Event: \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_  
 Non-profit ID# \_\_\_\_\_  Profit  Private  School  Government Agency  
 Will there be music?  Yes  No Type of Music: \_\_\_\_\_ (see riverside side for restrictions)

#### NO ALCOHOL OR SMOKING PERMITTED

Organization Name: \_\_\_\_\_  
 Applicant's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State & Zip Code: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

**WAIVER** (Please read reverse side before signing)

**RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE**

I fully understand that my participation in the use of the Paso Robles Senior Center exposes me to the risk of personal injury, death, or property damage. I hereby acknowledge using this facility and agree to assume any such risks.

I hereby release, discharge and agree not to sue Senior Volunteer Services or the City of Paso Robles for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in a facility rental from whatever cause, including the active or passive negligence of a scheduled event or any other participants in the facility rental.

In consideration for being permitted to participate in the use of facilities at the Paso Robles Senior Center, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless, Senior Volunteer Services and the City of Paso Robles, from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the facility rental.

**I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND WILL SIGN IT ON MY OWN FREE WILL.**

Signature of Applicant: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Facility Location Reserved	<input type="checkbox"/> DR-Dining Room	<input type="checkbox"/> DK-Dining Room Kitchen Side	<input type="checkbox"/> DS-Dining Room Stage Side
	<input type="checkbox"/> K-Kitchen	<input type="checkbox"/> L-Library	<input type="checkbox"/> M--Meeting Room
	<input type="checkbox"/> V-Volunteer Office		
Approved _____	Disapproved _____/Reason _____	Date _____	By _____
Rental Fee _____	Deposit _____	Insurance _____	Total Paid _____
Deposit Returned Signature _____			Cash/Check/Credit/Debit _____
			Date _____

ATTACHMENT D (continued)

APPLICATION FOR USE OF FACILITIES



1. Application to use the Paso Robles Senior Center facilities (herein after titled "Facility) must be made on the application on the reverse side of these instructions, and submitted prior to the date of the proposed use. Authorization for use less than 30 days or more than 180 days may be considered and granted at the discretion of the Paso Robles Senior Center Coordinator.
2. Senior Volunteer Services may refuse to reserve or cancel any application for due cause. Written notice ~~of~~ refusal or cancellation with appropriate explanation will be given by Senior Volunteer Services not less than seven (7) business days prior to the event.
3. Appeals to adjust or waive fees will only be considered by the Executive Director of Senior Volunteer Services.
4. Usage must be within the allotted permit time. Permit time schedules and charges include all set-up and clean-up time.
5. Cancellations for facilities received less than seven (7) business days prior to the scheduled use will be charged a cancellation fee of \$10.00. No refunds will be made for cancellations within three (3) business days of the scheduled use. Refund of deposit and/or application fees paid to Senior Volunteer Services will be made in case of inclement weather conditions only after the deduction of any costs incurred by Senior Volunteer Services, if any, for the requested use. If the event is terminated by police or other staff for non-compliance with rules and regulations, the deposit will not be refunded.
6. Senior Volunteer Services or City of Paso Robles sponsored events will receive first priority for use of all facilities.
7. Music and noise are subject to City of Paso Robles noise ordinance.
8. No activity will be permitted which is in violation of local, state, or federal statutes.
9. The presence of, and the serving of, alcoholic beverages is not permitted at all.
10. Smoking is not permitted at all.
11. Renter shall not use the names of Senior Volunteer Services, Paso Robles Senior Center, or the City of Paso Robles to suggest endorsement or sponsorship of the event. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
12. Renter shall indemnify, defend, and hold harmless Senior Volunteer Services and the City of Paso Robles, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use of occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the employees, officers, or agents of Senior Volunteer Services or the City of Paso Robles.
13. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Paso Robles Senior center, and adjoining property, in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name Senior Volunteer Services and the City of Paso Robles, its officers, employees, and agents as additional insured prior to the rental date of the Facility. Renter shall file certificates of such insurance with Senior Volunteer Services, naming both additional insured, which shall be endorsed to provide thirty (30) days notice to Senior Volunteer Services of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, Senior Volunteer Services and the City of Paso Robles, may deny access to the Facility.
14. Renter shall report in writing any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use of occupancy of the Facility and adjoining property, to the Senior Volunteer Services staff member on duty, or his/her designee as soon as practicable.
15. Renter waives any right of recovery against Senior Volunteer Services or the City of Paso Robles, its officers, employees and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to Senior Volunteer Services or the City of Paso Robles, its officers, employees, or agents.
16. Renter waives any right of recovery against Senior Volunteer Service or the City of Paso Robles, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if Senior Volunteer Services or the City of Paso Robles, its officers, employees, or agents seek recovery against Renter.

#### ATTACHMENT E

#### INSURANCE REQUIREMENTS FOR SVS

**Minimum Scope and Limit of Insurance:**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If the SVS maintains higher limits than the minimum shown above, the City shall be entitled to coverage for the higher limits maintained.

**Other Insurance Provisions:**

The policies are to contain, or be endorsed to contain, the following provisions:

1. For General Liability, the City, its officers, officials, employees and agents are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises operated by SVS.
2. SVS’s insurance coverage shall be **primary insurance** as respects the City, its officers, officials, employees and agents. Any insurance or self-insurance maintained by the SVS, its officers, officials, employees, or volunteers shall be excess of the City’s insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the City.
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the City.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: SVS shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and agents; or SVS shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Verification of Coverage***

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City no later than 15 days following execution of Agreement.

***Waiver of Subrogation***

SVS hereby grants to City a waiver of any right to subrogation which any insurer of SVS may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

RESOLUTION NO. 12-136

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: Hamon, Steinbeck, Gilman, Strong, Picanco

NOES:

ABSTAIN:

ABSENT:

  
Duane Picanco, Mayor

ATTEST:

  
Caryn Jackson, Deputy City Clerk