

AGREEMENT
City of Costa Mesa and the Costa Mesa Senior Center

This agreement is made and entered into on _____ between the City of Costa Mesa (City) and the Costa Mesa Senior Corporation (CMSC), a California non-profit organization.

RECITALS AND DEFINITIONS

- A. The parties acknowledge that the Senior Center is located at 695 West 19th Street, Costa Mesa. The City owns the land and the building.
- B. The City and the CMSC are committed to providing the highest quality of service to the Costa Mesa senior community; offering programs in a fun-filled environment, enhancing life through fitness, education, recreation, social events and human services.
 - 1. The official mission statement of the Costa Mesa Senior Corporation is "This multipurpose Center is governed by the independent nonprofit Costa Mesa Senior Corporation. The Mission of the Corporation and the Center is to maximize the quality of life among the older adult population of Costa Mesa and surrounding communities through provision of programs that will:
 - i. Promote dignity and self-esteem
 - ii. Foster independence and self-determination
 - iii. Facilitate social interaction and involvement in community life
 - iv. Dispel stereotypical and negative myths about aging
- C. This agreement constitutes the entire understanding of the parties and supersedes all prior agreements. This agreement may be modified at any time with written notification and approval by both parties.

TERMS AND CONDITIONS

The City and the CMSC agree to the following terms and conditions.

- 1. **CITY'S Duties and Responsibilities.** The City hereby agrees to be responsible for performing the duties and paying the expenses set forth below:
 - a. Planning, organizing the Senior Center activities and programs, which includes the nutrition and transportation programs. City staff will be responsible for developing and implementing these programs and activities regardless of the

funding sources. The City will be responsible for entering into contracts with the contract service providers.

- b. Provide staffing and management of the day to day operations of the Senior Center.
- c. Develop, design and distribute the senior newsletter, The Chronicle, at the City's expense.
- d. Provide staff support for the monthly Board meetings including taking minutes.
- e. Add new programs at the City's expense.
- f. Maintain facility including utilities and grounds.
- g. Recruit, develop and train volunteers as valued members of the team at the City's expense
- h. Coordinate, set up, and supervise all activities related to rentals at the center.
- i. Design and present recreational, cultural and social programs for the senior citizens.
- j. Provide CMSC Board Members annual Brown Act training.
- k. Pay for any costs associated with the National Council on Aging.

2. COSTA MESA SENIOR CORPORATION duties and responsibilities:

- a. The Costa Mesa Senior Corporation will function as a policy making body which is an advisory body to the City Council. The specific duties and responsibilities are as follows:
 - i. Review and approve new classes for the Center.
 - ii. Develop a procedure to address senior complaints. Amend existing procedures or develop new procedures regarding senior complaints.
 - iii. Develop policies and procedures regarding programs and activities.
 - iv. Review contracts and make recommendations to the City Council, where applicable.

- v. Assist in prioritizing capital improvement projects for the Center and make recommendations to the City Council where applicable.
 - vi. Revenues received from the rentals would be held in a separate City general ledger account to only be utilized for senior activities, programs administrative costs or capital expenditures. Routine maintenance and large capital improvements will be the responsibility of the City; however, the Board can make a capital purchase that is not included in the City's budget. Expenditures from these funds will require Board approval; however, once approved payments will be made through the City's finance system. Thus, the Board will not be responsible for the having to physically pay any bills.
- b. If at any time the Costa Mesa Senior Corporation is dissolved by the Costa Mesa Senior Center Board a Senior Commission would be formed by the City Council.
- i. The duties of the Senior Commission would be to be an advisory body to the City Council.
 - ii. At the time the Costa Mesa Senior Corporation is dissolved those Costa Mesa Senior Center Board members who are interested in staying on the Board would become Senior Commissioners.

3. Indemnity

The City shall indemnify and hold the Senior Center Board of Directors harmless from and against any and all claims arising from CMSC's actions to adopt this agreement and allow the City to operate the programs and services at the Senior Center excluding any and all personnel matters including but not limited to disciplinary actions and terminations with regard to CMSC employees.

4. Transition

Once the City and the Board approve this agreement, both parties understand that the City will be providing interim staffing at the Senior Center during the transition period to ensure that programs and services continue.

5. Term

Either party may terminate this Agreement at any time by giving the other written notice no fewer than 90 days written notice.

IN WITNESS WHEREOF, City, by order of its City Council, has caused this agreement to be executed on its behalf by the Mayor of said City, and the CMSC.

DATED this ___ day of _____, 2014

CITY OF COSTA MESA

COSTA MESA SENIOR CORPORATION

By: _____
Mayor

By: _____
Title: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa