

City Council

Staff Report

TO: Honorable Mayor and City Council
FROM: John Jansons, City Manager *JJ*
DATE: August 22, 2016
SUBJECT: Termination of Facility Use Agreement

RECOMMENDED ACTION:

It is respectfully recommended that the City Council terminate the Facility Use Agreement with Farmersville Senior Citizens Inc.,

BACKGROUND:

The City of Farmersville had approved a Facility Use Agreement (Attachment 1) with the Farmersville Seniors Inc. to allow for the City's proposed contractor, CSET to deliver services at the Farmersville Senior Center located at 444 Gene St.

On August 8, 2016 the City received notice from CSET (Attachment 2) that they had withdrawn their interest in serving as the City's contractor to provide services at the Farmersville Senior Center (the Center) due in part to a majority of the Center's membership not wanting CSET's services. As a result, the City is without a contractor and no longer requires the Facility Use Agreement which memorialized CSET's right to be on premise at the Center delivering services on behalf of the City.

DISCUSSION:

The purpose of the Facility Use Agreement was to facilitate the delivery of services by CSET on the City's behalf, which is now no longer needed. Should the City wish to partner with CSET in future for the delivery of senior services at a new location, then a new Facility Use Agreement or contract would be required at the time.

CONCLUSION:

It is respectfully recommended that the City Council terminate the Facility Use Agreement with Farmersville Senior Citizens Inc.,

ATTACHMENT(S): 2

- 1) Facility Use Agreement
- 2) Notice of Withdrawal from CSET

Respectfully Recommended:



John Jansons
City Manager



July 14, 2016

C/O Fereleen Schultz
FARMERSVILLE SENIOR CITIZENS, INC.
444 North Gene Street
Farmersville, California 93223

RE: Senior Center Use Agreement

Thank you for agreeing to allow the City of Farmersville to use your facility to provide CDBG-funded senior services. This correspondence is intended to confirm the terms of our understanding (“**Agreement**”) and is required in order for the City to secure CDBG funding. If your board of directors is in agreement, please have the appropriate officials sign at the bottom and return the original to us. If you desire a duplicate original, please sign two originals and we will return one to you after the City Council approves and signs.

1. This Agreement is entered into by and between City of Farmersville (“**CITY**”), as Licensee, and the FARMERSVILLE SENIOR CITIZENS, INC. (“**FSCI**”) as Licensor.

Description of Property

2. FSCI is the owner or lessee of certain real property situated in the City of Farmersville known as the Farmersville Senior Center and located at 444 North Gene Street, Farmersville, California (“**Senior Center**”).

Grant of License

3. In consideration for and in accordance with the terms and conditions of this Agreement, FSCI grants to the CITY a license to perform the following acts at the Senior Center:

- a. At no cost to the CITY, the CITY and its grant subrecipient and contractors shall have exclusive use of the Senior Center from Monday through Friday of each week between the hours of 9:00 a.m. and 1:00 p.m. for food services and programs which, at no cost to FSCI, will include the following activities beginning September 1, 2016 through October 31, 2018:

- Provide balanced meals and support diabetes management in the form of a lunch program servicing up to 25 elderly persons per day;
- Provide shelter from extreme summertime heat by offering an air conditioned setting during the hottest part of the day for up to 50 elderly individuals; and
- Provide social interaction to combat and prevent clinical depression in the elderly population. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to up to 25 elderly individuals per day.

Other Rights and Obligations

4. The following incidental rights and obligations accompany the license and the use of the Senior Center:

- a. CITY or its authorized subrecipient or other designee shall have full and exclusive management authority over the Senior Center during the times of CITY's program use.
- b. During the times of CITY's program use the CITY shall be responsible for the cleanliness of all areas utilized including the restrooms.
- c. FSCI shall be exclusively responsible for payment of telephone, internet access, all utilities and janitorial services for the Senior Center.
- d. FSCI shall have exclusive use of the Senior Center when not in use by CITY.
- e. CITY shall not be obligated to provide facility management oversight, routine building, grounds maintenance and utility services although the City will, provide a stipend of up \$9,967 over 26 months (\$383 monthly) for utility expense associated with operating the facility as a Cooling Center and to offset other incidental utility costs such as gas, water, telephone or internet services in support of City sponsored activity delivery.

In exercising these rights and obligations, CITY must use reasonable care and may not unreasonably burden on the Senior Center.

License Non-assignable

5. This license is personal to the Licensee and shall not be assigned. No fee title or leasehold interest in the Senior Center is created or vested in the Licensee.

Term of License

6. This license shall be effective from September 1, 2016 through October 31, 2018.

Termination of License

7. Notwithstanding the above-referenced term, either party may terminate this Agreement with at least ninety (90) days prior written notice following the establishment of services period of six months. On or before the effective date of termination of this license, CITY and its Contractors or Agents shall remove all of its personal property from the Senior Center and shall leave the Senior Center to FSCI in good order and repair, reasonable wear and tear excepted.

Default

8. In the event CITY fails to comply with any of the material terms of this Agreement, this license may be revoked by FSCI upon CITY's receipt of written notice of the violation and its failure to begin to cure within fifteen (15) working days.

Subject To Funding

9. If funding for this Agreement is dependent on any state or federal grant or funds, CITY reserves the right to reduce the level of services to match reduced levels of funding, or at CITY's option, CITY may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

Entire Agreement

10. This Agreement constitutes the entire agreement between FSCI and CITY relating to the subject matters discussed herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.

No Third-Party Beneficiaries Intended

11. Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

If FARMERSVILLE SENIOR CITIZENS, INC., is in agreement with what is outlined in this letter, please sign and return with an original signature. Thank you for your willingness to work with us in this capacity.

Sincerely,

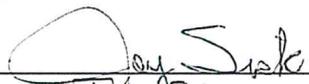


John Jansons, City Manager

OWNER/LESSOR

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

FARMERSVILLE SENIOR CITIZENS, INC. FARMERSVILLE SENIOR CITIZENS, INC.

 7/15/16  7-18-16

FERELEEN SCHULTZ Jay Sisk
Fereleen Schultz, President (date) (date)
Secretary,

[Please sign and print name above]

_____,
CFO, or assistant of either
[Please sign and print name above]

CITY:

APPROVED AS TO FORM:

 7/27/16 _____
Gregorio Gomez, Mayor (date) City Attorney or Deputy (date)

ATTEST:

City Clerk or Deputy (date)



August 8, 2016

Mr. John Jansons
City Manager
City of Farmersville
909 West Visalia
Farmersville, CA 93228

RE: CDBG Contract

Dear John,

CSET has been providing services in Tulare County for over 40 years and is made up of local individuals who care deeply and work hard for residents in all of our communities. Our mission is to inspire youth, families, and communities to achieve self-reliance through innovative pathways and collaboration.

After deep reflection and careful consideration, I must request that CSET be allowed to withdraw from the CDBG contract. We cannot in good conscience accept this contract for the Senior Center site, given the lack of support from community leadership and residents. Nor can we be the cause of another important organization withdrawing its services.

We will continue to support Farmersville families with energy and weatherization assistance, senior support services, workforce development and other safety-net services that may be needed in our community offices. Thank you for your belief in CSET, and we are hopeful that there will be other opportunities for us to work together for the good of Farmersville residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mary Alice Escarsega-Fechner".

Mary Alice Escarsega-Fechner
Executive Director