



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approval of Contract with Lodi Memorial Hospital for Community Wellness/Exercise Programs

MEETING DATE: September 7, 1994

PREPARED BY: Charlene Lange, Community Center Director

RECOMMENDED ACTION: City Council to authorize the City Manager and City Clerk to execute Lodi Memorial Hospital Community Wellness Program contract on behalf of the City of Lodi.

BACKGROUND INFORMATION: Lodi Memorial Hospital will rent the swimming pool at Hutchins Street Square for the purpose of conducting community wellness classes. Classes include arthritic exercise, i.e., "Twinges in the Hinges", "Road to Recovery" therapeutic exercises and "prenatal" exercise classes. (see attached contract).

FUNDING: None required.

Charlene J. Lange
Community Center Director

CJL/tv

APPROVED: _____

THOMAS A. PETERSON
City Manager

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AGREEMENT

RENTAL OF CITY OF LODI FACILITIES AT HUTCHINS STREET SQUARE (SWIMMING POOL) FOR COMMUNITY WELLNESS/EXERCISE PROGRAMS.

THIS AGREEMENT, entered into this 1st day of October, 1994 by and between the CITY OF LODI, a municipal corporation (City), and LODI MEMORIAL HOSPITAL (Hospital) shall be as follows:

WITNESSETH

1. PREMISES.

City hereby grants to Hospital the exclusive use of the swimming pool at Hutchins Street Square, 125 South Hutchins Street, Lodi, California, on Tuesdays and Thursdays (holidays excluded) for 3 hours each Tuesday and Thursday at times agreeable to both the City of Lodi and Lodi Memorial Hospital. Hospital shall provide the City with 24 hours notice (verbally) if the pool will not be used. Demised premises shall include only the swimming pool and the adjacent locker and restroom facilities.

2. PURPOSE.

The goal is to be used for community wellness exercise programs and/or hospital patients and staff engaged in providing rehabilitative aquatic therapy. Hospital staff shall have current CPR certification and be responsible for providing appropriate therapeutic exercise and necessary supervision.

3. RENT

City shall submit an invoice to Hospital by the 5th of the month with respect to rent incurred in the previous month. Hospital shall pay City \$75.00 for each day of use as provided in Paragraph 1. rent shall be paid by the 15th day of each month. If the 15th day of the month falls on a holiday or weekend, rent shall be paid on the following business day.

4. TERM

This Agreement shall commence on October 1, 1994 and expire on October 1, 1995. It may thereafter be renewed or extended on terms mutually agreeable. This agreement may be cancelled at any time by either party with or without cause upon 30 days written notice to the other party.

5. RESPONSIBLE PERSONS

Any notices required under this agreement shall be addressed as follows:

1. Responsible party for the City of Lodi

Ann Areida- Hintz
Senior Services Coordinator
Hutchins Street Square
125 S. Hutchins St.
Lodi, Ca 95240
(209) 333-6891

2. Responsible party for Lodi Memorial Hospital

Joseph Harrington
CEO, Lodi Memorial Hospital
975 S. Ham Lane
Lodi, CA 95240
(209) 334-3411

6. INSURANCE

Hospital is required to carry a policy of Comprehensive General Liability Insurance in compliance with all of the provisions of the "Risk Transfer Requirements for Lease or use of city of Lodi facilities, attached hereto as Exhibit A and incorporated herein by reference.

7. HOLD HARMLESS

a) Hospital agrees to save indemnify and hold harmless City from any and all claims, liability or damages of any kind, including attorneys fees, including those brought by Hospital or third parties, resulting from operation of said wellness/exercise program, except that which directly results from dangerous or defective conditions at the pool resulting from failure of the City to maintain the pool and related facilities in a reasonably safe condition.

b) City agrees to save, indemnify and hold harmless Hospital from any and all liability or damages of any kind, including attorneys fees, including those brought by City of third parties, resulting from dangerous or defective conditions at the pool or related facilities existing as a result of the failure of reasonable safe condition. Notwithstanding other provisions of the agreement, Hospital shall not be required to insure City against claims, liability and damages resulting from such causes. City acknowledges that Hospital is not responsible for the condition, maintenance or repair of the pool and related premises except to use them in a responsible manner during the periods of use under this Agreement.

8. STATUS OF PARTIES

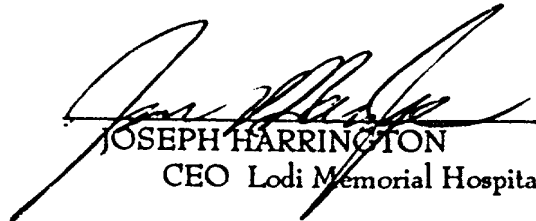
No agency or employment relation is intended nor created under this Agreement and Hospital shall be deemed an independent contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI, a municipal
corporation

LODI MEMORIAL hospital

THOMAS A. PETERSON
City manager

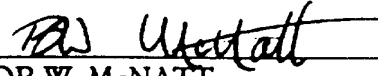


JOSEPH HARRINGTON
CEO Lodi Memorial Hospital

ATTEST:

JENNIFER PERRIN
City Clerk

Approved as to Form:



BOB W. McNATT
City Attorney

CITY OF LODI RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY OF LODI FACILITIES

1. The City of Lodi has made arrangements with the American Casualty Company to provide commercial general liability coverage for various types of special events which may be permitted on City property or rights-of-way. This inexpensive insurance program has been designed to meet the special needs of the City. It will be mandatory in most cases, for any individual party or group to purchase this coverage as a condition for conducting their event on City facilities.

Please see the attached Insurance Purchase Guidelines for further direction. If insurance coverage is to be provided for the City from a source other than the program described above, the following Risk Transfer Requirements must be met.

2. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance, and must complete a formal application or permit. Processing of applications is handled by the department responsible for the facility.

3. A duplicate or certificate of insurance shall be delivered to the City prior to the use of City facilities, as set forth herein.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

4. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.

5. Each insurance certificate shall state on its face or as an endorsement, the location of and a description of the function that it is insuring.

6. If the City has not approved the insurance certificate and appropriate application or permit prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.

7. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to an be construed as applying to any subtenant of the Lessee.

8. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

9. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate. (THE CITY OF LODI MUST BE NAMED THE ADDITIONAL INSURED, NOT HUTCHINS STREET SQUARE, PARKS AND RECREATION, OR ANOTHER INDIVIDUAL OR DEPARTMENT).

10. The address of the City of Lodi must be shown along with No. 9 above, (i.e., Additional Insured, City of Lodi, 221 W. Pine Street, Lodi, California, 95240).

11. In addition to the Additional Named Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

12. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.

13. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.

14. If the limits of coverage are not the amounts specified in Section 11 and 12 above, and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of Paragraph 3 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities.

15. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used, and any agreement or contract entered into will become null and void.