



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Consideration of renewing lease on City-owned property at 2 East Lodi Avenue with Harry Miller on behalf of Alcoholics Anonymous

MEETING DATE: July 1, 1992

PREPARED BY: City Attorney

RECOMMENDED ACTION: Council consideration and possible authorization to enter into a 1-year lease for property located at 2 East Lodi Avenue.

BACKGROUND : Since 1987, the City has leased to Harry Miller, on behalf of the Alcoholics Anonymous program, the old City firehouse commonly known as Maple Square Firehouse, located at 2 East Lodi Avenue. The organization has used the premises for conducting its meetings and other similar gatherings.

The original lease terminated at midnight, June 30, 1992, and the organization desires to continue the arrangement.

It is recommended that the rental on the property be increased from \$50.00 per month to **\$100.00** per month effective July 1, 1992. It is felt this is appropriate since there have been no rent increases in 5 years. All other terms of the original lease including liability insurance to protect the City would be the same.

FUNDING: Does not apply.

Respectfully submitted,



Bob McNatt
City Pttorney

AAAGRCC/IXIA.01V

APPROVED: _____

THOMAS A. PETERSON



AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 1992 by and between the City of Lodi, a municipal corporation, hereinafter referred to as CITY; and Harry Miller, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, City owns the premises commonly known as MAPLE SQUARE FIREHOUSE and located at 2 East Lodi Avenue, within the City of Lodi; and

WHEREAS, Lessee desires to use the premises to carry on an Alcoholics Anonymous program, supervised by the Lessee.

NOW, THEREFORE, it is hereby mutually, agreed by and between the parties hereto as follows:

(1) City agrees that Lessee may use the premises, commonly known as Maple Square Firehouse. owned by City and located at 2 East Lodi Avenue, within the City of Lodi, to carry on an Alcoholics Anonymous program, supervised by the Lessee;

(2) The term of this Agreement shall be from the date of the execution of this Agreement, and ending at midnight June 30, 1993, unless terminated by either party without cause upon 30 days written notice.

(a) Upon termination of this Agreement, pursuant to paragraph 2, should Lessee remain on the premises, Lessee shall be leasing said premises on a month-to-month basis, and shall vacate the premises upon written notice of Lessor. Lessor's permitting Lessee to remain on the premises beyond the term of this Agreement shall in no way be considered or interpreted as a renewal of this Agreement for an additional two year period.

(b) Upon tennination of this Agreement, pursuant to paragraph 2 or otherwise, City assumes no responsibility by this Agreement or otherwise to provide or find another facility for lessee.

(3) Upon termination of this Agreement, pursuant to paragraph 2 or otherwise, neither City nor lessee is under any obligation to lease the premises.

(4) Lessee agrees to pay City a monthly rental of one hundred dollars (\$100.00), as of the first day of each month, commencing July 1, 1992.

(5) Lessee agrees to pay all utilities on said premises.

(6) Lessee agrees to accept said premises in an "AS IS" condition.

(7) Lessee 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 (6/91 (KE))", attached hereto as Exhibit A and incorporated herein by reference.

Lessee shall save, keep and hold harmless the City of Lodi, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of operations at Maple Street Square.

Notwithstanding other provisions contained in this Agreement, the City Manager is granted the right to immediately terminate the Agreement upon failure on the part of the Lessee to keep in full force and effect during the entire term of the agreement, the insurance as set forth in this section.

(8) Lessee agrees that any repairs by Lessee or Lessee's agents or employees, must be undertaken only after approval by the City Manager of the City of Lodi or his designee.

(9) Lessor and Lessee agree that this agreement may only be modified in writing and all prior oral agreements regarding the premises are hereby voided by the written agreement.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands the date and year first above written.

CITY OF LODT, a municipal corporation

HARRY MILLER
LESSEE

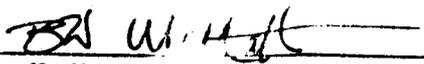
BY _____
Thomas A. Peterson
City Manager

BY _____
Harry Miller

ATTEST:

Alice M. Reimche
City Clerk

Approved as to Form



B. W. McNatt
City Attorney

AGR:AA/TXTA.01V

CITY OF LODI

6/91
(KE)

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

1. 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 "Agreement Assuming Risk of Injury Damage - Waiver and Release of Claims" form. Processing of applications is handled by the department responsible for the facility or equipment.
2. A duplicate or certificate of insurance shall be delivered to the City prior to 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 Government 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.

3. 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.
4. 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.
5. If the City has not received the certificate of insurance within seventy two (72) hours 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.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Risk Transfer Requirements, continued

8. 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 certificate of insurance. (THE CITY OF LODI MUST BE NAMED THE ADDITIONAL INSURED, NOT HUTCHINS STREET SQUARE, PARKS AND RECREATION OR OTHER INDIVIDUAL GR DEPARTMENT.)
9. The address of the City of Lodi must be shown along with No. 8 above, i.e., Additional Insured, City of Lodi, 221 West Pine Street, Lodi, California 95240.
10. 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."
11. 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.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above, and/or if the City is not named as an additional insured on the certificate of insurance, and/or if the certificate is a "claims made" certificate, not in conformance with the requirements of Paragraph 2 above, the City will not accept the certificate of insurance, and a corrected certificate of insurance must be furnished to the City prior to any use of any City facility.
14. If a correct insurance certificate and "Agreement Assuming Risk of Injury Damage" is not received by the City of Lodi at least 72 hours prior to the use of the City facilities, the City will not allow the City facilities to be used, and any agreement or contract entered into will become null and void.
15. If the Lessee requires assistance in obtaining affordable insurance coverage which meets all of the specifications enumerated above, the Assistant to the City Manager can provide appropriate direction.