

COUNCIL COMMUNICATION

TO THE CITY COUNCIL	DATE	NO.
FROM THE CITY MANAGER'S OFFICE	February 3, 1988	
SUBJECT: APPROVE AGREEMENT FOR THE LEASING OF PARKING SPACES IN THE NORTH PARKING LOT OF THE LODI GRAPE BOWL BY BLUE SHIELD OF CALIFORNIA		

PREPARED BY: Ron Williamson, Director, Parks and Recreation

RECOMMENDED ACTION: That the City Council approve the contract/agreement between the City of Lodi and Blue Shield of California for use of the North parking lot at the Grape Bowl Stadium facility for parking of employee vehicles during normal working hours Monday through Friday.

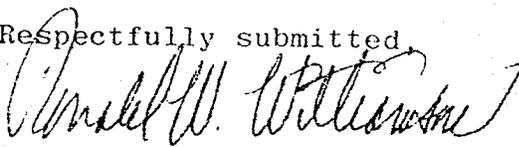
BACKGROUND INFORMATION: Mr. Ed Adams, Administrator of Northern California Facilities and Security Services for Blue Shield of California, contacted Parks and Recreation Director Ron Williamson approximately six (6) months ago to discuss the possibility of their company's employees parking at the north parking lot of the Grape Bowl Stadium facility. Mr. Adams has requested that his company be allowed thirty-five (35) parking places @ \$10.00 per space per month, Monday through Friday.

The City has discussed and cleared with Mr. Adams the Stadium facility's varied uses, as well as those of the Grape Festival during the month of September.

A contract has been drawn up, addressing area, responsibilities, insurance language, etc., which would allow usage for a five (5) year period.

It is my recommendation that the Council approve this contract/agreement and enable the City to complete its working arrangements with Blue Shield of Northern California.

Respectfully submitted,


Ronald W. Williamson
Director, Parks and Recreation

RWW:jd
Attach.

AGREEMENT

LEASE OF PARKING SPACES
IN NORTH PARKING LOT OF LODI GRAPE BOWL
BY BLUE SHIELD OF CALIFORNIA

THIS AGREEMENT, made and entered into this ____ day of _____, 19__, by and between Blue Shield of California, hereinafter called Blue Shield, and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called City.

WITNESSETH:

RECITALS:

A. City is the owner of certain real property as designated in Exhibit A attached hereto and by this reference made a part hereof, which property is commonly known as the Lodi Grape Bowl parking lot, and which is used for the parking of vehicles, hereinafter called "City property".

B. Blue Shield has requested that City lease to Blue Shield on the City property, thirty-five (35) parking spaces for the use of Blue Shield's employees to park their vehicles during their working hours.

NOW, THEREFORE, it is mutually agreed by the parties hereto:

1. City hereby agrees to lease to Blue Shield, for a term of five (5) years from the date hereof, thirty-five (35) parking spaces on City property. *(It needs to be understood that if they need more parking spots, it could simply be done by request of Blue Shield and the understanding that each would require \$10.00 per month.)*

2. Blue Shield shall pay to City for the lease of said parking spaces, the amount of three hundred and fifty dollars (\$350.00) per month, payable monthly to the City of Lodi Director of Finance.

3. Said parking spaces are those spaces located in the north parking lot adjacent to the Lodi Grape Bowl field house and which are grouped in a manner which will enable Blue Shield employees to use the pedestrian exit adjacent to the intersection of Pioneer and Calaveras Streets. A diagram of said area and space is attached hereto as Exhibit A and incorporated herein by reference.

4. Blue Shield agrees that their employee's vehicles shall enter and exit through the Stockton Street entry/exit unless directed otherwise by the Recreation and Parks Director. *(And will be responsible for opening and closing said gates during the period of their use.)*

5. Blue Shield agrees to maintain in full force during the term hereof a policy of general liability insurance conforming to each and every requirement of the "Instructions/Requirements For Insurance

Coverage For Lease of City Facilities", attached hereto as Exhibit B and incorporated herein by reference.

6. Blue Shield agrees that this Agreement shall not be in effect, and Blue Shield shall not have the use of parking spaces as described herein during the period of time that said parking spaces are required for use by the Lodi Grape Festival and National Wine Show, during the period September 12 to September 18, 1988, or the third week in September (Monday through Sunday) or any other time as specified by the Recreation and Parks Director.

7. Exclusive Rights: The rights hereby created extend solely to the parties hereto, their successors and assigns, and nothing herein contained shall be construed as a provision for the benefit of any person, firm, association or corporation who or which does not derive title or interest through Blue Shield or City by virtue of conveyance, and no right herein granted is intended to be enforceable by customers, **users**, invitees, or employees of either party to this Agreement.

8. This Agreement shall be binding upon and shall inure to the **benefit** of the heirs, successors and assigns of the parties hereto.

9. **Blue Shield** and City each reserve the right to terminate and cancel this Agreement without cause at any time upon giving 30 days' notice, in writing, to the other party.

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

CITY OF LODI,
a municipal corporation

BLUE SHIELD OF CALIFORNIA

THOMAS A. PETERSON
City Manager

By _____

ATTEST :

ALICE M. REIMCHE
City Clerk

Approved As To Form

RONALD M. STEIN
City Attorney

AGRBLUE/TXTA.01V



CITY OF LODI
PUBLIC WORKS DEPARTMENT

NORTH PARKING LOT
GRAPE BOWL STADIUM

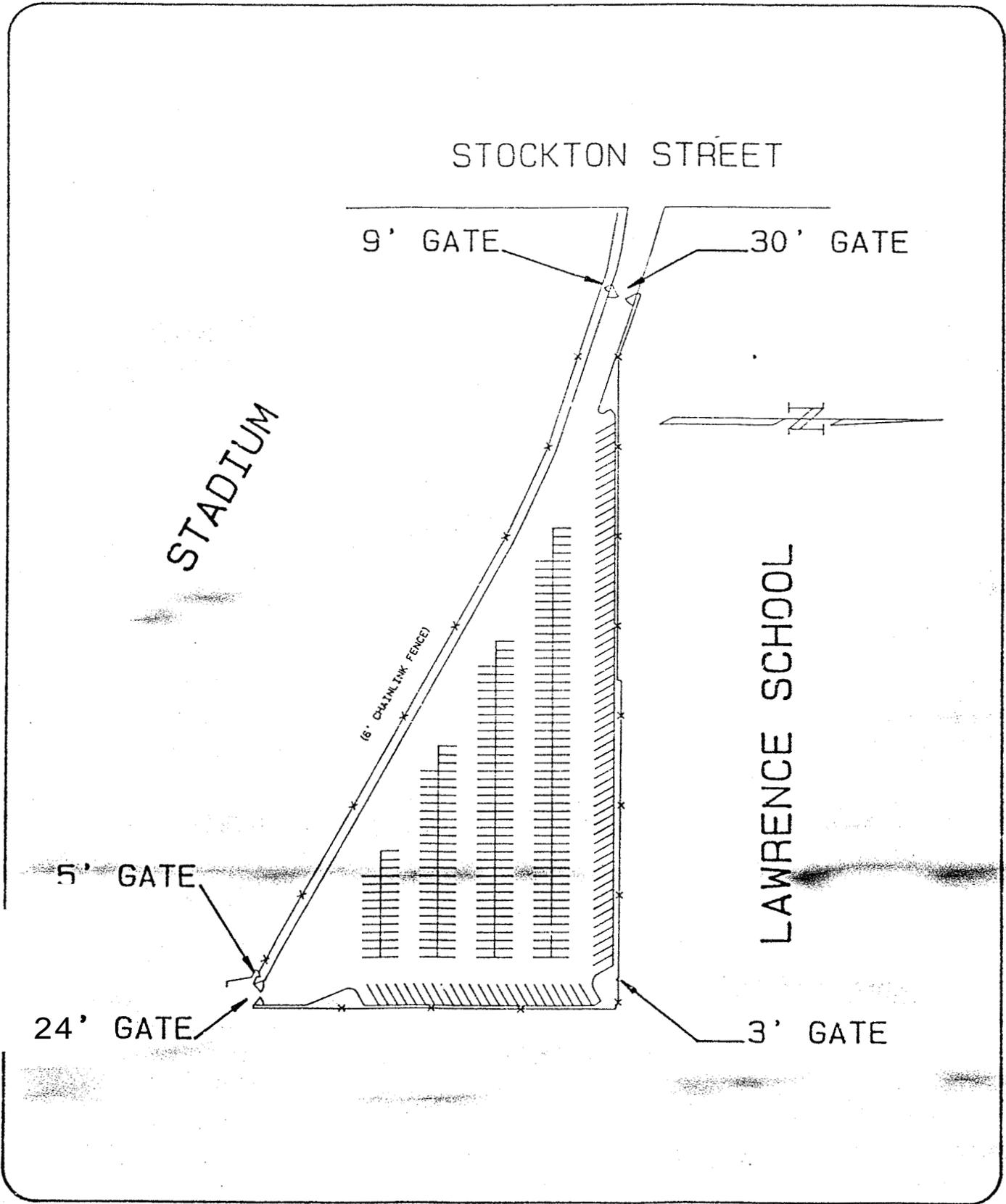


Exhibit A

01 PLAT STADIUM NORTH

CITY OF LODI

221 West Pine Street, Lodi, California 95240

INSTRUCTIONS

REQUIREMENTS FOR INSURANCE COVERAGE
FOR LEASE OF CITY OF LODI FACILITIES

1. Any person (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of general liability insurance.
2. A duplicate or certificate of insurance shall be delivered to the City prior to use of City facilities, as set forth herein.
3. Each 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. The insurance certificate must state on its face or as an endorsement, 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.
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 ANY DEPARTMENT OTHER THAN THE CITY OF LODI).
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.

Exhibit B

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Instructions
City of Lodi Insurance Requirements

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 Insureds 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 minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit.

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 above, and/or if the City is not named as an additional insured on the certificate of insurance, the City will not accept the certificate of insurance, and a corrected certificate of insurance must be furnished to the City.

14. If a corrected insurance certificate 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.