

COUNCIL COMMUNICATION

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TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

DATE
March 12, 1986

NO.

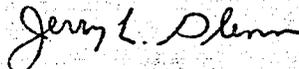
SUBJECT: EXTEND CONTRACT WITH L. J. RUSSO AS THIRD PARTY ADMINISTRATOR

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute the extension of our contract with L. J. Russo for liability claims administration to June 30, 1987.

BACKGROUND INFORMATION: When we first obtained the services of a claims administrator for liability, it coincided with the date of our liability insurance coverage—February to February. All of our records and reports are prepared on a February to February date.

Since joining the CJPIA, our program year coincides with our fiscal year—July to July. It is necessary to change our records to reflect program years. We have approached L. J. Russo to change our records to a fiscal year basis and offered to extend our contract with them to June 30, 1987, on the same terms as our present contract. They have agreed to do this and are sending the necessary documents.

Respectfully submitted,



Jerry L. Glenn
Assistant City Manager

JLG/lh

In the event that the said concessions are to be operated by a private concessionaire, then and in that event, said concessions shall be entirely under the control and jurisdiction of First Party, who retains the right to grant private contracts to concessionaires for the operation of said facilities.

6) Second Party agrees to maintain in full force during the term hereof a policy of public liability insurance under which Second Party is named as insured, and containing an Additional Named Insured Endorsement naming City of Lodi as an additional insured, and under which the insurer agrees to indemnify and hold Second Party and City of Lodi harmless from, and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of Second Party's agents or employees. The minimum limits of such insurance shall be \$500,000/\$1,000,000. In addition to the Additional Named Insured Endorsement on Second Party'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 no contributing with coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance containing the above-stated required endorsements shall be delivered to City of Lodi within ten (10) days after the issuance and each renewal of said policy. This paragraph and all other provisions of this Lease, shall apply and be construed as applying to any subtenant of Second Party.

7) Second Party has inspected all of the facilities contained within said Stadium and accepts the condition of same "as is." Second Party will accept, either through repair or cost of repair, any and all damages to said premises.

8) First Party agrees to staff the Stadium area with appropriate personnel to coordinate and operate the use of this facility.

9) Second Party agrees to furnish to First Party on or before February 15 of each year a full and complete accounting statement of all monies owing to the City of Lodi hereunder and Second Party agrees to pay First Party, when billed, the cost and amount of the electricity furnished to Second Party. Additional uses of the stadium for school district purposes will be at a "at cost basis" and all monies owing the First Party must be accounted for and paid by the Second Party within 30 days.

