

COUNCIL COMMUNICATION

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

DATE: June 3, 1987

NO.

SUBJECT: APPROVE AGREEMENT WITH LODI DROP-IN CENTER AND AUTHORIZE THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council authorize the approval of an agreement between the City of Lodi and Mr. Harry Miller, director of the Lodi Drop-In Center, for the use of the City-owned building at 114 N. Main Street. (Exhibit A)

BACKGROUND INFORMATION: The initial agreement between the City of Lodi and Mr. Harry Miller providing for the lease of the City-owned building at 114 N. Main Street (former Fire Station) expired in October, 1986. Since that time, the Lodi Drop-In Center has continued to be operated there on a month-to-month basis. The City Council toured this facility during a special work study ("Shirtsleeve") session held there May 15, 1987.

The building is located on a parcel that is currently designated for use by the Parks and Recreation Department in the remodeling and expansion of that department's facilities. This project is listed in the second year of the City's proposed five-year Capital Improvement Program. Since these major projects seldom move as rapidly as scheduled, I feel comfortable in recommending a lease which will run through June, 1989. Beyond that, the facility could continue to be utilized by the Lodi Drop-In Center on a month-to-month basis until such time as the site is needed for the aforementioned capital improvement project.

This lease agreement has been reviewed with Mr. Miller, and while his preference is for a longer lease agreement (five years), he is sympathetic to the City's needs.

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP:br

attachment (1)

EXHIBIT A

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1987, 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 OLD MAIN STREET FIREHOUSE and located at 114 West Main Street within the City of Lodi; and

WHEREAS, Lessee desires to use the premises to carry on a program of a Drop in Center, 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 Old Main Street Firehouse, owned by City and located at 114 North Main Street within the City of Lodi, to carry on a program of a Drop in Center for people in need, 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 on June 30, 1989, 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 termination 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 \$100.00 per month, as of the first day of each month, commencing May 1, 1987.

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

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

(7) Lessee agrees to indemnify and hold City, its officers, agents and employees harmless for and defend against any and all claims and liabilities arising from damages or injury to persons and property during Lessee's occupancy of said premises. City shall be named as an additional insured on Lessee's comprehensive liability policy and a certificate evidencing the same shall be filed with the City Clerk of the City in the following amounts:

Lessee agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi as an Additional Insured, and under which the insurer agrees to indemnify and hold the 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 Lessee or Lessee's agents or employees in the implementation of this contract. 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. 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."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, the name of the Lessee that it is insuring. A duplicate or certificate of said insurance must be in the City's hands at the time of the execution of the lease agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Agreement shall apply and be construed as applying to any subtenant of Lessee.

(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 agrees 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 LODI, a municipal corporation

LESSEE

BY

Thomas A. Peterson
City Manager

BY

TITLE

ATTEST:

Alice M. Peimche
City Clerk

Approved as to Form

Ronald M. Stein
City Attorney

AGREE/03 TXTA.02D