

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL	DATE: July 1, 1987	NO.
FROM: THE CITY MANAGER'S OFFICE		
SUBJECT: APPROVE AGREEMENT TO FACILITATE LOANING AND/OR BORROWING EQUIPMENT AND MATERIALS BETWEEN THE CITY OF LODI AND THE LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW		

PREPARED BY: Director, Parks and Recreation

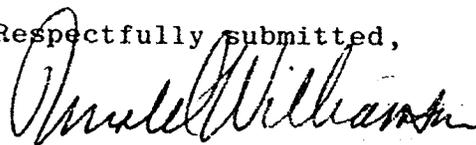
RECOMMENDED ACTION: That the City Council approve the attached Agreement between the Lodi Grape Festival and National Wine Show and the City of Lodi for use of loaning and borrowing of miscellaneous equipment and providing operators of same.

BACKGROUND INFORMATION: Over the past 15 years we have exchanged, through borrowing and/or loaning, various pieces of motorized equipment with the Grape Festival and National Wine Show people. As such, liability did not play as major a role as it does today and broken or malfunctioning equipment, when used and returned, was overlooked; generally, the loaning party fixed same at their expense.

It is felt by our Department that we need to address this situation more formally because of the insurance picture today as well as abuses in use of our equipment. We therefore request approval of the attached agreement, which puts in written form the understanding of the borrowing/loaning of motorized equipment, who will operate said equipment, reimbursement of said operator, workman's compensation concerns, and insurance language concerns.

There is no ending date on this Agreement. It will be an ongoing agreement from this date on and only changed or altered if coverage is incorrect or needs an addition or deletion of statement.

Respectfully submitted,



Ron Williamson, Director
Parks and Recreation

RW:jd
Attach.

RESOLUTION NO. 87-77

RESOLUTION APPROVING AGREEMENT TO FACILITATE LOANING AND/OR BORROWING
EQUIPMENT AND MATERIALS BETWEEN THE CITY OF LODI AND THE LODI GRAPE FESTIVAL
AND NATIONAL WINE SHOW

RESOLVED, that the City Council of the City of Lodi does hereby approve agreement to facilitate loaning and/or borrowing equipment and materials between the City of Lodi and Lodi Grape Festival and National Wine Show.

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager and City Clerk to execute the agreement on behalf of the City.

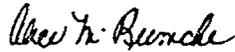
Dated: July 1, 1987

I hereby certify that Resolution No. 87-77 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 1, 1987 by the following vote:

Ayes: Council Members - Hinchman, Pinkerton, Reid, Snider
and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None


Alice M. Reimche
City Clerk

CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (RANDY) SNIDER
Mayor Pro Tempore
DAVID M. HINCHMAN
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
TELECOPIER (209) 333-6795

THOMAS A. PETERSON
City Manager
ALICE M. REIMCHE
City Clerk
RONALD M. STEIN
City Attorney

AGREEMENT TO FACILITATE LOANING AND/OR BORROWING EQUIPMENT AND MATERIALS BETWEEN CITY OF LODI AND LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW

Lodi Grape Festival and National Wine Show, Inc.
P. O. Box 848
Lodi, California 95241

THIS LETTER AGREEMENT, is made and entered into this _____ day of _____, 19____, by and between the City of Lodi, a municipal corporation of the State of California, hereinafter called "City", and Lodi Grape Festival and National Wine Show, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the County of San Joaquin, State of California, hereinafter called "Festival"; said agreement being entered into to facilitate the ongoing practice of loaning and/or borrowing between City and/or Festival of equipment and materials.

Over the past 15 years, the City and Festival have been loaning and/or borrowing equipment and materials by and between the parties hereto. There has been no formal agreement covering said practice, and the parties mutually agree that a written agreement should be entered into for said loaning/borrowing; and the parties hereto do hereby agree to continue said practice.

In the loaning/borrowing of any equipment which is motorized equipment, the lending party, if they choose to lend the equipment, shall provide the labor to operate the motorized equipment. Said lending party shall be reimbursed for the costs of the laborer or other person required to operate the equipment. Said laborer of the lending party shall be considered the employee of the lending party for all purposes, including but not limited to Workers' Compensation. Said lending party shall be responsible for the motorized equipment and the labor to operate the motorized equipment, and shall hold the party to whom the motorized equipment was loaned, harmless and defend said party and its agents, officers and employees from and against any and all claims, actions, liabilities, loss, damage or injury, including any of the foregoing by way of indemnification or contribution and arising directly or indirectly out of the first party's activity, performance, operation, acts, or omissions relating to the first party's duties, responsibilities and rights under the terms and conditions of this agreement, whether or not such claims, actions, loss, damage or injuries result directly or indirectly from the sole, contributory, comparative, active, passive, primary or secondary negligence of the first party.

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Letter Agreement
City of Lodi and Lodi Grape Festival
and National Wine Show, Inc.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and entered into this agreement in duplicate the day and year hereinabove first written.

CITY OF LODI, a municipal
corporation

By _____
THOMAS A. PETERSON
CITY MANAGER

ATTEST:

ALICE M. REIMCHE
CITY CLERK

LODI GRAPE FESTIVAL AND NATIONAL
WINE SHOW, INC.

APPROVED AS TO FORM:

By _____
PRESIDENT

RONALD M. STEIN
CITY ATTORNEY

By _____
SECRETARY

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