

RESOLUTION NO. 2014-108

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
AMENDMENT TO LOEL AGREEMENT FOR OPERATION OF
SENIOR CENTER AT HUTCHINS STREET SQUARE

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WHEREAS, the City and the LOEL Foundation entered into a three-year agreement beginning July 1, 2013, for LOEL to operate the Senior Center at Hutchins Street Square; and

WHEREAS, LOEL does not charge seniors to use the facility, and LOEL and Hutchins Street Square staff have a close and cooperative relationship, and the agreement benefits Lodi's seniors and the City; and

WHEREAS, staff recommends that the City Council approve the amendment to the LOEL agreement for operation of the Senior Center at Hutchins Street Square as shown on Exhibit A attached hereto and made a part of this Resolution.

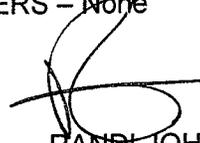
NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the amendment of the LOEL agreement for operation of the Senior Center at Hutchins Street Square effective July 1, 2014.

Dated: June 18, 2014

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I hereby certify that Resolution No. 2014-108 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 18, 2014, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, Nakanishi, and Mayor Katzakian
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk/Legislative Affairs Officer

AMENDMENT TO AGREEMENT

THE LOEL FOUNDATION, A CALIFORNIA NONPROFIT CORPORATION

THIS AMENDMENT is made and effective this 1st day of July, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and THE LOEL FOUNDATION, a California nonprofit corporation, hereinafter called "LOEL".

WITNESSETH:

1. AGREEMENT: LOEL and CITY, entered into an Agreement for Operation of Senior Center on May 23, 2013 ("Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit A and made a part hereof. The Senior Center is located at Hutchins Street Square, 125 South Hutchins Street, Lodi, California, and owned by CITY. LOEL and City now desire to amend the Agreement as follows:
 - a. DELETE Section 14 and REPLACE with the following:

14. The City acknowledges that use of an office space for the Aquatics Coordinator within the Senior Center is required on a limited basis only and therefore the office space shall be considered shared space utilized by LOEL and the Aquatics Coordinator as of the Effective Date of this amendment.

14.1. The parties acknowledge that the pool located within the Complex is operated solely by the City and that LOEL Senior Center has no involvement in, responsibility for, or liability whatsoever connected with the operation of the pool or the actions of the Aquatics Coordinator. City further agrees to indemnify, defend and hold LOEL and its officers, agents and employees from and against any loss, liability, claim, or expense (including without limitation attorney's fees and costs of litigation) arising from or in any manner connected with the pool or the actions of the Aquatics Coordinator.
 - b. DELETE Section 16 and REPLACE with the following:

16. LOEL agrees to operate the Senior Center and its programs on a not-for-profit basis. LOEL shall operate the Senior Center during hours that LOEL determines are reflective of the programming needs of the senior community. These hours may vary from the hours of operation of the LOEL Senior Center located at 105 S. Washington Street, Lodi, California.
 - c. DELETE Section 18 and REPLACE with the following:

18. General Liability and Property Damage Insurance: LOEL agrees to maintain in full force during the term hereof a policy of general liability insurance under which LOEL is named as insured, and containing an additional named insured endorsement naming City, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional insured, and under which insurer agrees to indemnify and hold LOEL and City 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 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 LOEL, or LOEL's agents or employees. The minimum limits of such insurance shall be Three Million Dollars (\$3,000,000). In addition to the additional named insured endorsement on LOEL's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insured 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."

18.1. General Liability and Property Damage Insurance: City agrees to maintain in full force during the term of this Amendment a policy of general liability insurance. The minimum limits of such insurance shall be Three Million Dollars (\$3,000,000). LOEL acknowledges that City is self-insured for the first \$500,000 of said general liability insurance.

d. DELETE Section 20 and REPLACE with the following:

20. Workers Compensation and Waiver of Subrogation: LOEL shall maintain during the term of this Agreement, Worker's Compensation Insurance for all LOEL employees. City maintains Workers Compensation Insurance for all City employees and volunteers through the Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX). LOEL and City mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the Worker's Compensation Insurance maintained by each party. The parties further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

2. All other terms and conditions of the Agreement continue and remain in full force and effect.

CITY OF LODI, a municipal corporation

THE LOEL FOUNDATION
a California non-profit corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Name: _____

Title: _____

Attest:

Approved as to Form:

RANDI JOHL-OLSON
City Clerk/Legislative Affairs Officer

JANICE D. MAGDICH
City Attorney