

# COUNCIL COMMUNICATION

TO THE CITY COUNCIL	DATE	NO.
FROM: THE CITY MANAGER'S OFFICE	September 28, 1988	
SUBJECT: APPROVE AGREEMENT WITH LODI UNIFIED SCHOOL DISTRICT FOR THE USE OF THE LODI GRAPE BOWL STADIUM		

PREPARED BY: Parks and Recreation Director

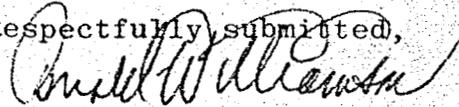
RECOMMENDED ACTION: That the Lodi City Council approve the contract for Use of the Stadium (Grape Bowl) by Lodi Unified School District and authorize the City Manager and City Clerk to sign the agreement on behalf of the City.

BACKGROUND INFORMATION: This contract covers the period from September 1, 1988, to September 1, 1990, and reflects the following changes:

Adult admission charges have been raised from 45¢ per person to 50¢ per person and high school age admissions have been raised from 15¢ per person to 25¢ per person.

This contract has been discussed with the Lodi Unified School District, represented by Joan Pipes, Business Manager, and has met with their approval.

Respectfully submitted,



Ronald W. Williamson  
Parks and Recreation Director

RWW:jd

A G R E E M E N T

THIS AGREEMENT, 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 UNIFIED SCHOOL DISTRICT OF SAN JGAQUIN COUNTY, hereinafter called DISTRICT.

W I T N E S S E T H:

WHEREAS, CITY is the owner of the Stadium situated in Lawrence Park, Lodi, California; and

WHEREAS, the parties hereto are desirous of allowing DISTRICT to use said Stadium for school activities, and wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties hereto do hereby agree as follows:

1) CITY does grant to DISTRICT the preferential right to use said Stadium for the conduct of football games or other events sponsored by DISTRICT for a period of two (2) years, commencing September 1, 1988, to September 1, 1990.

2) It is agreed that the primary use to which the Stadium will be put by DISTRICT is for locally-scheduled high school football games. DISTRICT agrees to file with CITY its football schedule as soon as the same is determined each year. In the event DISTRICT desires to use said Stadium for additional purposes and at other times, then DISTRICT agrees to notify the Parks and Recreation Director of CITY of this fact and the dates of the proposed use (e.g., section play offs, graduation exercises). With respect to the use of said Stadium, DISTRICT understands that its right of use shall be subordinate to the prior claim and use of said Stadium by the Lodi Grape Festival and National Wine Show.

3) The consideration to be paid by DISTRICT to CITY shall be:

a) 7.0¢ per kilowatt hour or any increase that should occur during the dates of this Agreement for all electricity actually used by DISTRICT.

b) CITY shall receive whichever amount is greater of the following for each football event that is sponsored by DISTRICT when admission is charged:

(1) A guaranteed base of three hundred fifty dollars (\$350.00)

OR

(2) Fifty cents (\$0.50) for each adult person and twenty-five cents (\$0.25) for each high school age student in attendance.

c) All other activities of DISTRICT shall be individually considered for cost to CITY, at which time a fee will be established for use.

It is agreed that no charge shall be made for the team members, coaches, game officials, participants, assigned school activity staff, and police/security officers.

4) CITY agrees to maintain the present general lighting system and the necessary electricity therefor and to maintain the playing field in a substantially good order and condition.

5) It is understood that the Associated Students of Tokay High School and Lodi High School will operate the food concessions at said Stadium. It is hereby agreed that DISTRICT shall have an exclusive right to the operation of the concession stands and the sale of all foods and beverages, etc. during all performances sponsored by DISTRICT, and DISTRICT shall be entitled to retain all of the proceeds from the operations of said concessions. It is agreed that the provisions of this paragraph shall not apply in the event that said concessions are granted or given to a private concessionaire, but shall apply only in the event that students of said DISTRICT operate said concession. In the event that 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 CITY, who retains the right to grant private contracts to concessionaires for the operation of said facilities.

6) DISTRICT agrees to maintain *in full* force during the term hereof a policy of general liability insurance which shall comply with all of the requirements as set forth in the CITY of Lodi "Requirements For Insurance Coverage For Lease or Use of CITY of Lodi Facilities", attached hereto as Exhibit A and incorporated herein by reference.

7) DISTRICT shall be responsible, either through repair or costs of repair, for any and all damages caused to said premises during the term of this Agreement, including but not limited to the "Press Box" and accepts the condition of the Stadium facility "as is". Pursuant to this Agreement, the CITY is under no obligation to repair and/or replace any facility presently located at the Stadium, including but not limited to the "Press Box". Any replacement or repair of any facility, including but not limited to the "Press Box" shall be subject to negotiations by and between the parties hereto and is not a part of this Agreement.

8) CITY agrees to staff the Stadium area with appropriate maintenance/standby personnel to coordinate and operate the general use of this facility. If the activity is of such nature as to require above and beyond CITY staff, DISTRICT will be duly responsible for required additional compensation above and beyond the normal rental

Agreement. DISTRICT shall furnish all other activity-related personnel and security personnel as required for said activity. This shall be coordinated and agreed upon by Parks and Recreation Department administration staff and appropriate school authorities, responsible for the conduct of said activity, or any other given activity(ies) as to staffing requirements.

9) DISTRICT agrees to furnish to CITY 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 DISTRICT agrees to pay, when billed, the cost and amount of the electricity furnished to DISTRICT. Billing will be administered by the City of Lodi Finance Department and mailed to DISTRICT by January 1st annually for football game use. All other uses will be billed no later than 30 days after the activity and will be expected to be paid within 30 days after date of billing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF LODI, a municipal corporation

By \_\_\_\_\_  
THOMAS A. PETERSON  
City Manager

Attest:

ALICE M. REIMCHE  
City Clerk

LODI UNIFIED SCHOOL DISTRICT OF SAN  
JOAQUIN COUNTY

By Joan L. Pipes  
JOAN L. PIPES  
Business Manager

Attest:

Clerk of the Board of Trustees  
of said District

Approved as to Form:

Bobby W. McNatt  
BOBBY W. McNATT  
City Attorney

AGRELUSD.2/TXTA.01V

CITY OF LODI

221 West Pine Street, Lodi, California 95240

REQUIREMENTS FOR INSURANCE COVERAGE  
FOR LEASE OR USE 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 use of the City's facilities.  
The certificate must state on its face or as an endorsement the nature of the function that it is insuring.
4. 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 A

Page Two  
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.