

CITY COUNCIL MEETING
MARCH 19, 1986

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AGREEMENT WITH LODI
UNIFIED SCHOOL
DISTRICT FOR USE OF
STADIUM APPROVED

Council authorized the execution of an agreement with the Lodi Unified School District for the use of the Grape Bowl. The agreement covers the period of September 13, 1985 to September 1, 1986.

CC-40
CC-43

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL	DATE	NO.
FROM: THE CITY MANAGER'S OFFICE	March 13, 1986	
SUBJECT: AGREEMENT WITH LODI UNIFIED SCHOOL DISTRICT FOR USE OF STADIUM		

RECOMMENDED ACTION: That the City Council authorize the execution of an agreement with the Lodi Unified School District for the use of the Grape Bowl.

BACKGROUND INFORMATION: The City and the School District execute an agreement annually for the use by the District of the Grape Bowl facilities. For reasons not entirely clear at this time, this agreement (Exhibit A) covering the use of the stadium for the period of September 13, 1985 to September 1, 1986 was never executed. So that our Finance Department can issue the appropriate statement for charges incurred by the District for the use of the stadium, it is necessary that this agreement be properly executed. There is no change in this billing from the previous year.

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP/lh

CITY COUNCIL

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

CITY OF LODI

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

THOMAS A. PETERSON
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

March 31, 1986

Ms. Joan Pipes
Business Manager
Lodi Unified School District
815 West Lockeford Street
Lodi, CA 95240

Dear Ms. Pipes:

Enclosed herewith please find 3 executed copies of Agreement between the City of Lodi and the Lodi Unified School District covering the use of the stadium for the period of September 13, 1985 to September 1, 1986 which was approved by the Lodi City Council at its regular meeting of March 19, 1986.

Please return 2 fully executed copies of this agreement to this office at your earliest convenience.

Should you have any questions, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche
City Clerk

AMR:jj

A G R E E M E N T

THIS AGREEMENT made and entered into this 19th day of March, 1986, by and between the CITY OF LODI, a municipal corporation of the State of California, hereinafter called First Party, and LODI UNIFIED SCHOOL DISTRICT OF SAN JOAQUIN COUNTY, hereinafter called Second Party.

W I T N E S S E T H:

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

WHEREAS, the parties hereto are desirous of allowing Second Party 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) First Party does grant to Second Party the preferential right to use said Stadium for the conduct of football games or other events sponsored by Second Party, covering the period of September 13, 1985 to September 1, 1986.

2) It is agreed that the primary use to which the Stadium will be put by Second Party is for football games; Second Party agrees to file with First Party its football schedule as soon as the same is determined each year. In the event Second Party desires to use said Stadium for additional purposes and at other times, then Second Party agrees to notify City Manager of First Party of this fact and the dates of the proposed use. With respect to the use of said Stadium, Second Party 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 Second Party to First Party shall be 6.50 cents per kilowatt hour for all electricity actually used by Second Party, plus a guaranteed base of \$275.00, or thirty-five cents (35¢) per each adult person and five cents (5¢) for each high school age student, whichever is greater, for each football event that is sponsored by the Second Party when admission is charged. It is agreed that no charge shall be made for the team members, officials, participants, and police officers.

(4) First Party agrees to maintain the present 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 both high schools will operate the food concessions at said Stadium. It is hereby agreed that Second Party 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 Second Party and the Second Party shall be entitled to retain all the proceeds from the operations of said concessions. It is agreed that the provisions of this paragraph shall not apply in the event that the said concessions are granted or given to a private concessionaire but shall apply only in the event that students of said Second Party operate said concession. 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 covenants and agrees to indemnify and save First Party free and harmless from any and all liability or claims of any kind or character for damages or injury to persons or property that may

or might occur as a result of Second Party's operation of the premises covered by the within lease arising out of negligent acts of Second Party, their agents or employees. Second Party agrees to maintain public liability and property damage insurance covering the operation of said premises during the term hereof and to furnish said Certificate of Insurance to the First Party prior to any scheduled event.

(7) Second Party has inspected all of the facilities contained with in said Stadium and accepts the condition of same "as is".

(8) Second Party agrees to furnish to First Party on or before February 15 of this 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.

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

CITY OF LODI

By David M. Hinchman
David M. Hinchman, Mayor

ATTEST:

Alice M. Reimche
Alice M. Reimche, City Clerk

LODI UNIFIED SCHOOL DISTRICT
OF SAN JOAQUIN COUNTY

By _____
Joan L. Pipes, Business Manager

Approved as to form
Ron Stein
Ron Stein, City Attorney

Attest:

Clerk of the Board of Trustees
of said District