

# COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

FROM: THE CITY MANAGER'S OFFICE

DATE

May 14, 1986

NO.

SUBJECT:

AGREEMENT WITH LODI UNIFIED SCHOOL DISTRICT FOR USE OF STADIUM

PREPARED BY: City Manager

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

BACKGROUND INFORMATION: This item was on the agenda for the regular meeting of May 7, 1986, but was withdrawn by staff in order to reword the section dealing with the "as is" acceptance of the facilities. This relates specifically to the proposed reconstruction of the stadium press box. This section has been revised by the City Attorney to address the participation by both parties in this project, and the agreement is now ready for approval and execution. The revised agreement is attached (Exhibit A).

Respectfully submitted,



Thomas A. Peterson  
City Manager

TAP/br

RESOLUTION NO. 86-80

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF LODI AND THE LODI UNIFIED SCHOOL DISTRICT  
PROVIDING FOR THE USE OF THE GRAPE BOWL BY THE DISTRICT

RESOLVED, that the City Council of the City of Lodi does hereby authorize the execution of an Agreement between the City of Lodi and the Lodi Unified School District providing for the use of the Grape Bowl by the District, a copy of which Agreement is attached hereto marked Exhibit "A", and thereby made a part hereof.

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute the subject document on behalf of the City.

Dated: May 21, 1986

I hereby certify that Resolution No. 86-80 was passed and adopted by the Lodi City Council in a Regular Meeting held May 21, 1986 by the following vote:

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

Noes: Council Members - None

Absent: Council Members - Hinchman

  
ALICE M. REIMCHE  
City Clerk

A G R E E M E N T

THIS AGREEMENT, made and entered into this 21st day of May, 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 for a period of two (2) years, commencing September 1, 1986, to September 1, 1988.

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 8.25¢ per kilowatt hour or any increase that should occur during the dates of this agreement for all electricity actually used by Second Party, plus a guaranteed base of \$350.00, or 45¢ per each adult person and 15¢ 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 agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming First Party as an Additional Insured, and under which the insurer agrees to indemnify and hold First Party 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 Second Party, or Second Party'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 Second Party'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 First Party 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 project/event that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of any portion of the project/event, this Agreement shall be null and void and the project/event shall be cancelled. In the matter of a lease agreement, 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 Second Party.

7) Second Party 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 First Party 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) First Party agrees to staff the Stadium area with appropriate personnel to coordinate and operate the use of this facility.

9) Second Party agrees to furnish to First Party 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 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 hereto have executed this Agreement the day and year first hereinabove written.

CITY OF LODI, a municipal corporation

By \_\_\_\_\_  
Fred M. Reid, Mayor

Attest:

\_\_\_\_\_  
Alice M. Reimche, City Clerk

LODI UNIFIED SCHOOL DISTRICT OF SAN  
JOAQUIN COUNTY

By \_\_\_\_\_  
Joan L. Pipes, Business Manager

Attest:

\_\_\_\_\_  
Clerk of the Board of Trustees  
of said District

Approved as to Form:

\_\_\_\_\_  
Ronald M. Stein  
City Attorney