

CC6
CC272 &
CC708

CITY COUNCIL MEETING
NOVEMBER 21, 1984

Ag. 309

AGREEMENT
BETWEEN CITY
AND COUNTY
RELATING TO
LEASE OF LAND
FOR A MIGRANT
LABOR CAMP

Following introduction of the matter by City Manager Graves and discussion with questions being directed to Staff, Council, on motion of Council Member Reid, Hinchman second, adopted Resolution No. 84-183 approving an Agreement between the City of Lodi and the County of San Joaquin relating to the lease of land for a Migrant Labor Camp, conditioned upon the installation of fencing. The motion carried by the following vote:

RES. NO. 84-183

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

Noes: Council Members - Pinkerton

Absent: Council Members - None

COUNCIL COMMUNICATION

TO THE CITY COUNCIL

FROM: THE CITY MANAGER'S OFFICE

DATE

November 16, 1984

NO.

SUBJECT: Agreement Between City of Lodi and San Joaquin County Relating to a
Lease of Land for Migrant Labor Camp

RECOMMENDED ACTION: The City Council authorize the City Manager to execute attached agreement.

The subject agreement is attached. It has been reviewed by both the City Attorney and the Public Works Director and is ready to be executed.



Henry A. Graves
City Manager

Attachment

HAG/eeh

1 AGREEMENT BETWEEN THE CITY OF LODI AND COUNTY OF SAN
2 JOAQUIN RELATING TO A LEASE OF LAND FOR A
3 MIGRANT LABOR CAMP

3 - - - - -

4 THIS AGREEMENT is made and entered into this _____ day of
5 _____, 1984, by and between the County of San
6 Joaquin, a political subdivision of the State of California,
7 hereinafter referred to as "COUNTY", and the City of Lodi, a
8 municipal corporation, hereinafter referred to as "CITY".

9 WITNESSETH:

10 WHEREAS, CITY owns land located on the south side of Harney
11 Lane, west of Tully Road, which is presently being used by the
12 COUNTY for a sanitary landfill; and

13 WHEREAS, a Pacific Gas and Electric Company power easement
14 has been granted on the westerly portion of such CITY property;
15 and

16 WHEREAS, the need exists for additional migrant labor housing
17 in San Joaquin County; and

18 WHEREAS, the COUNTY proposes to arrange for the construction
19 of migrant labor housing on COUNTY property located west of and
20 adjacent to CITY property; and

21 WHEREAS, the COUNTY has need of additional property for con-
22 struction of the migrant labor housing; and

23 WHEREAS, a portion of the CITY property, west of the Pacific
24 Gas and Electric Company easement, and adjacent to the proposed
25 labor camp is sufficient for COUNTY purposes; and

26 WHEREAS, use of this portion of CITY property will require
27 relocation of an access road to the southerly portion of CITY and

1 COUNTY property; and

2 WHEREAS, the construction of additional migrant labor housing
3 is in the best interests of the people of the COUNTY and the
4 CITY;

5 NOW, THEREFORE, IT IS MUTUALLY AGREED that CITY lease to
6 COUNTY the premises described in Exhibits A and B attached hereto
7 and incorporated by reference herein, under the following con-
8 ditions:

9 1. The term of the lease shall be for fifty (50) years,
10 commencing _____, 19____, and ending
11 _____, 19____.

12 2. In consideration of this lease, COUNTY shall pay CITY
13 One Dollar (\$1.00) per annum.

14 3. COUNTY shall use the premises for construction of a
15 migrant labor camp, to be administered by the County Housing
16 Authority.

17 4. Should COUNTY, its successors or assigns, at any time
18 abandon the use of the premises or any part thereof, or fail at
19 any time to use the same for the purpose contemplated herein for
20 a continuous period of one (1) year, the rights hereby given
21 shall cease to the extent of the use so abandoned or discon-
22 tinued, and CITY shall at once have the right, in addition to,
23 but not in qualification of, the rights hereinabove reserved, to
24 resume exclusive possession of the premises or the part thereof
25 the use of which is so discontinued or abandoned.

26 Upon termination of the rights and privileges hereby granted,
27 COUNTY, at its own cost and expense, shall remove all property

1 owned or controlled by COUNTY upon the premises and, if requested
2 by CITY, restore the premises as nearly as practicable to the
3 same state and condition in which they existed prior to the use
4 by COUNTY of the premises. Should COUNTY in such event fail,
5 neglect, or refuse to remove said property owned or controlled by
6 COUNTY upon the premises and restore the premises, such removal
7 and restoration may be performed by CITY, at COUNTY'S expense,
8 which expense COUNTY agrees to pay to CITY upon demand.

9 5. COUNTY shall provide a road as located on Exhibit B.
10 Such road shall be used jointly by the CITY AND COUNTY for access
11 to CITY and COUNTY property. The road shall also be used to pro-
12 vide access for the maintenance of the migrant labor camp sewage
13 ponds.

14 6. COUNTY shall obtain the necessary approvals to locate a
15 portion of the access road onto the Pacific Gas and Electric Com-
16 pany easement.

17 7. As additional consideration, each party (defined for
18 purposes of this paragraph 7 as "first party") to this lease
19 agrees to hold harmless and defend the other party, and its
20 agents, officers and employees from and against any and all
21 claims, actions, liabilities, loss, damage or injury, including
22 any of the foregoing by way of indemnification or contribution
23 and arising directly or indirectly out of the first party's acti-
24 vity, performance, operation, acts, or omissions relating to the
25 first party's duties, responsibilities and rights under the terms
26 and conditions of this lease, whether or not such claims,
27 actions, loss, damage or injuries result directly or indirectly

1 from the sole, contributory, comparative, active, passive, pri-
2 mary or secondary negligence of the first party.

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 lease agreement the day and year above written.

5
6 ATTEST: JORETTA J. HAYDE
7 Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

8
9 By _____ (SEAL)
Deputy Clerk

By _____
GEORGE L. BARBER, Chairman
Board of Supervisors

"COUNTY"

10

11 Approval Recommended:

CITY OF LODI, a Municipal
Corporation of the State
of California

12

13 By _____
HENRY M. HIRATA
Director of Public Works

By _____
Title _____

"CITY"

14

15
16
17 APPROVED AS TO FORM:
18 JOHN F. CHEADLE
County Counsel

APPROVED AS TO FORM:

19

20 By _____
TERRENCE R. DERMODY
Chief Deputy County Counsel

By _____
RONALD M. STEIN
City Attorney
City of Lodi

21

22

23

24

25

26
27 (2:K: "MIGRANT1")

EXHIBIT A

Legal Description

A portion of the Northeast quarter (N.E. $\frac{1}{4}$) of Section nineteen (19), Township three (3) North, Range eight (8) East. Mount Diablo Base and Meridian, more particularly described as follows:

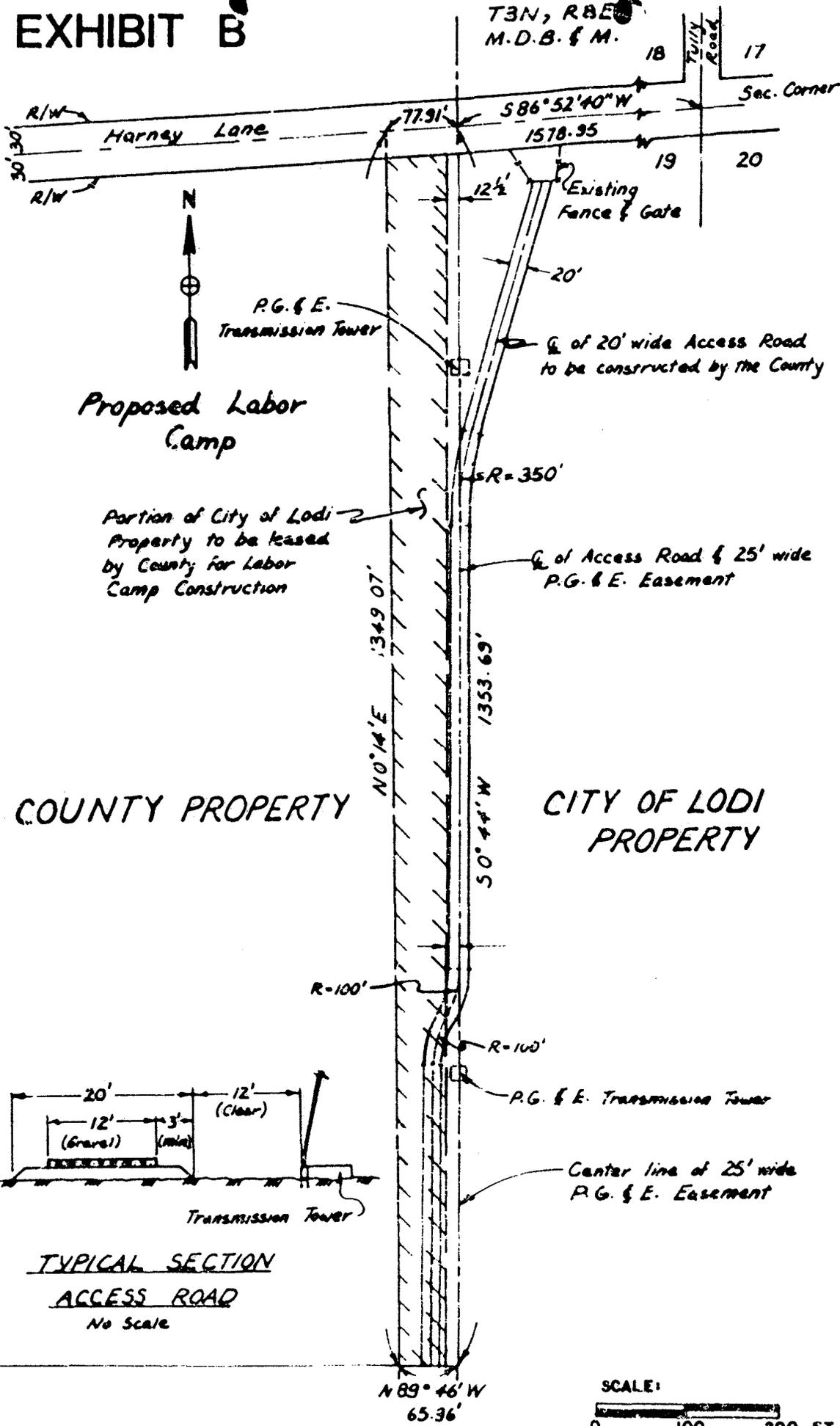
Commencing at the section corner, common to Sections Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), Township three (3) North, Range eight (8) East, Mount Diablo Base & Meridian; thence South $86^{\circ}-52'-40''$ West a distance of 1578.95' more or less along the North line of Section 19 to a point, which is the true Point of Beginning, said point in the center line of the twenty-five (25) foot Right-of-Way of a Pacific Gas And Electric Transmission Line referred to in Book A, Volume 252, page 540, San Joaquin County Official Records. Thence South no degrees (00°) forty-four (44) minutes West a distance of 1353.69', thence North $89^{\circ}-46'$ West a distance of 65.96' to a point in the east line of the property conveyed to the County of San Joaquin in Volume 1221 page 315 of Official Records of San Joaquin County, thence North no degrees (00°) fourteen minutes (14') East, along said East line a distance of 1349.07' to a point in the North line of Section 19, thence North $86^{\circ}-52'40''$ East, along said North line of said Section, a distance of 77.91' to the Point of Beginning.

Exempting therefrom that portion of the aforesaid Pacific Gas and Electric Right of way situate West of the hereinbefore described center line.

EXHIBIT B

T3N, R8E
M.D.B. & M.

Sheet No. 1 of 1

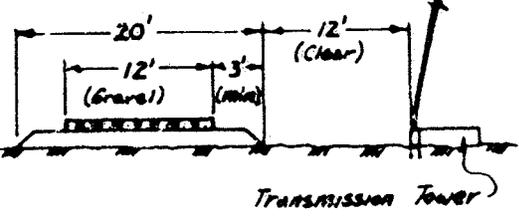


Proposed Labor Camp

Portion of City of Lodi Property to be leased by County for Labor Camp Construction

COUNTY PROPERTY

CITY OF LODI PROPERTY



HARNEY LANE SANITARY LANDFILL SITE

PROPOSED EASEMENT FOR LABOR CAMP EXPANSION

COUNTY OF SAN JOAQUIN

Date	Project Engineer	Date	Checked By	Date	Approval Recommended By	Date	Deputy Director	Date
10/04	M. Urquhart							

FILE NAME DRAWER NO.

RESOLUTION NO. 84-183

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY
AND THE COUNTY OF SAN JOAQUIN RELATING TO THE
LEASING OF LAND FOR A MIGRANT LABOR CAMP

RESOLVED, that the City Council of the City of Lodi does hereby approve an Agreement between the City of Lodi and the County of San Joaquin relating to the leasing of land for a Migrant Labor Camp, a copy of which is attached hereto marked Exhibit "A" and thereby made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the subject Agreement on behalf of the City.

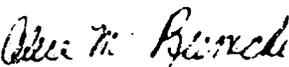
Dated: November 21, 1984

I hereby certify that Resolution No. 84-183 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 1984 by the following vote:

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

Noes: Council Members - None

Absent: Council Members - None


Alice M. Reimche
City Clerk

1 AGREEMENT BETWEEN THE CITY OF LODI AND COUNTY OF SAN
2 JOAQUIN RELATING TO A LEASE OF LAND FOR A
3 MIGRANT LABOR CAMP

3 - - - - -

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5 _____, 1984, by and between the County of San
6 Joaquin, a political subdivision of the State of California,
7 hereinafter referred to as "COUNTY", and the City of Lodi, a
8 municipal corporation, hereinafter referred to as "CITY".

9 WITNESSETH:

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11 Lane, west of Tully Road, which is presently being used by the
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14 has been granted on the westerly portion of such CITY property;
15 and

16 WHEREAS, the need exists for additional migrant labor housing
17 in San Joaquin County; and

18 WHEREAS, the COUNTY proposes to arrange for the construction
19 of migrant labor housing on COUNTY property located west of and
20 adjacent to CITY property; and

21 WHEREAS, the COUNTY has need of additional property for con-
22 struction of the migrant labor housing; and

23 WHEREAS, a portion of the CITY property, west of the Pacific
24 Gas and Electric Company easement, and adjacent to the proposed
25 labor camp is sufficient for COUNTY purposes; and

26 WHEREAS, use of this portion of CITY property will require
27 relocation of an access road to the southerly portion of CITY and

1 COUNTY property; and

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3 is in the best interests of the people of the COUNTY and the
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6 COUNTY the premises described in Exhibits A and B attached hereto
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11 _____, 19____.

12 2. In consideration of this lease, COUNTY shall pay CITY
13 One Dollar (\$1.00) per annum.

14 3. COUNTY shall use the premises for construction of a
15 migrant labor camp, to be administered by the County Housing
16 Authority.

17 4. Should COUNTY, its successors or assigns, at any time
18 abandon the use of the premises or any part thereof, or fail at
19 any time to use the same for the purpose contemplated herein for
20 a continuous period of one (1) year, the rights hereby given
21 shall cease to the extent of the use so abandoned or discon-
22 tinued, and CITY shall at once have the right, in addition to,
23 but not in qualification of, the rights hereinabove reserved, to
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4 by COUNTY of the premises. Should COUNTY in such event fail,
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24 vity, performance, operation, acts, or omissions relating to the
25 first party's duties, responsibilities and rights under the terms
26 and conditions of this lease, whether or not such claims,
27 actions, loss, damage or injuries result directly or indirectly

1 from the sole, contributory, comparative, active, passive, pri-
2 mary or secondary negligence of the first party.

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 lease agreement the day and year above written.

5
6 ATTEST: JORETTA J. HAYDE
7 Clerk of the Board of Super-
8 visors of the County of San
9 Joaquin, State of California

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

8
9 By _____ (SEAL)
10 Deputy Clerk

By _____
GEORGE L. BARBER, Chairman
Board of Supervisors

"COUNTY"

11 Approval Recommended:

CITY OF LODI, a Municipal
Corporation of the State
of California

12
13 By _____
14 HENRY M. HIRATA
15 Director of Public Works

By _____
Title _____

"CITY"

16
17 APPROVED AS TO FORM:
18 JOHN F. CHEADLE
19 County Counsel

APPROVED AS TO FORM:

20 By _____
21 TERRENCE R. DERMODY
22 Chief Deputy County Counsel

By _____
RONALD M. STEIN
City Attorney
City of Lodi

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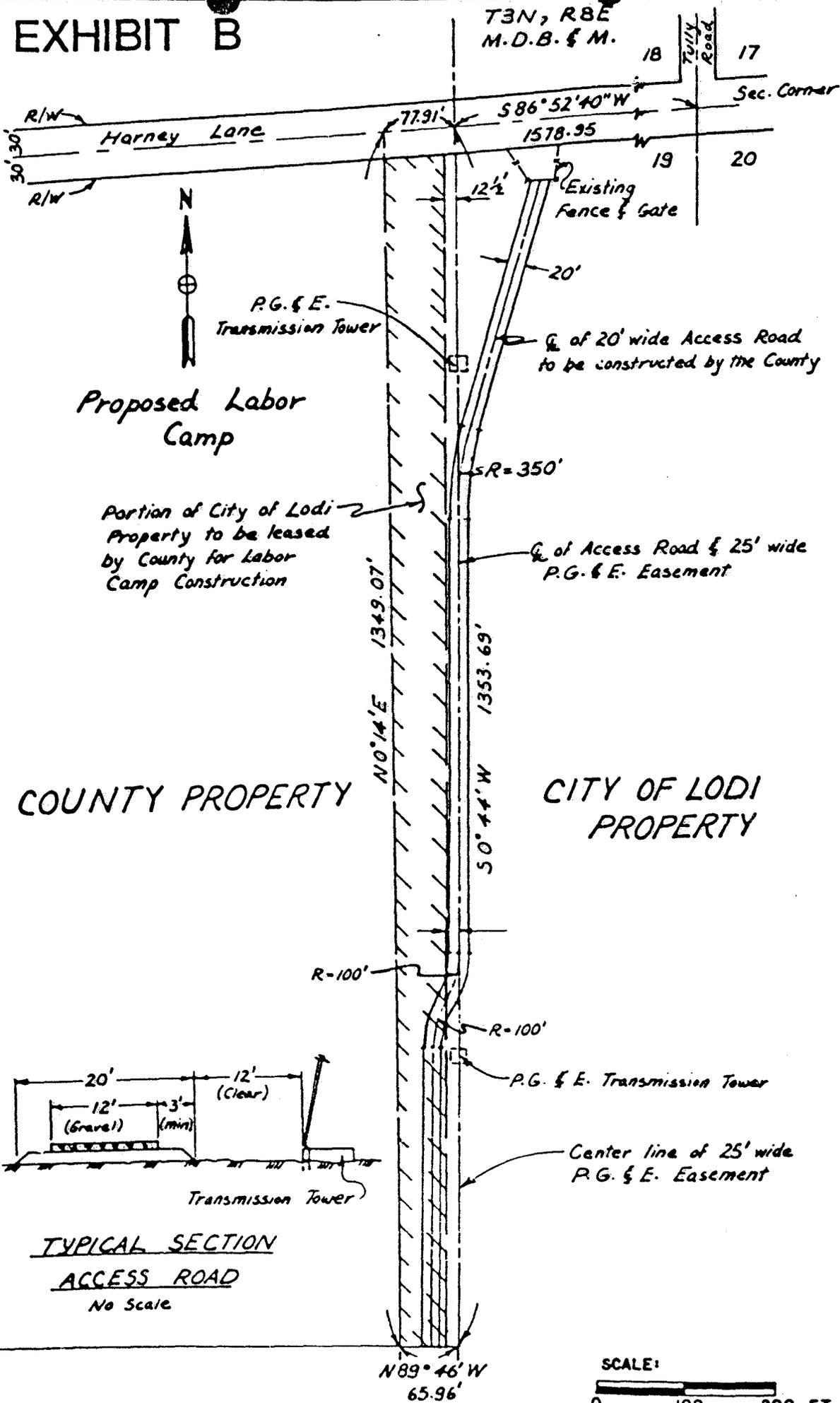
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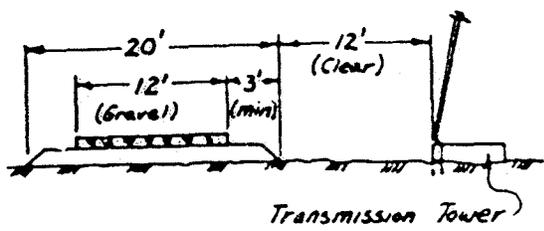


Proposed Labor Camp

Portion of City of Lodi Property to be leased by County for Labor Camp Construction

COUNTY PROPERTY

CITY OF LODI PROPERTY



TYPICAL SECTION
ACCESS ROAD
No Scale



HARNEY LANE SANITARY LANDFILL SITE

PROPOSED EASEMENT FOR LABOR CAMP EXPANSION

COUNTY OF SAN JOAQUIN

Date	Project Engineer	Date	Checked By	Date	Approval Recommended By	Date	Deputy Director
10/04	M. Urquhart						

MT