

JOINT USE AGREEMENT
FOR USE OF ATHLETIC AREAS AT LOMPOC VALLEY MIDDLE SCHOOL

This Joint Use Agreement is made and entered into on August 16, 2021, by and between the Lompoc Unified School District ("District") and the City of Lompoc ("City"), with reference to the following facts:

A. In 1991 and then again in 2010, the District and City entered into an agreement regarding the use of athletic softball fields located at Lompoc Valley Middle School ("LVMS") in the City of Lompoc ("Fields"). The Fields are situated to the south of the LVMS's administrative offices and to the west of the football/soccer/track facility.

B. The 2010 agreement expired on June 30, 2020, and the parties now desire to enter into a new agreement with substantially the same terms as the 2010 agreement.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties agree as follows:

1. The City, at its own expense, has provided and will maintain the following:

A. Two regulation-play softball infields on the southwest and northeast corners of the Fields. Infields will be all soil ("brickdust") and installed at a minimum level of 5". The infield will be sloped for proper drainage.

B. Fence lines and player dugouts extending from the backstop at a distance of not more than 80 feet.

C. Irrigation systems that accommodate the all-soil infields.

D. A small block of storage boxes for bases and miscellaneous items, installed in the vicinity of the backstop at the southwest corner of the Fields.

E. A minimum of one, and a maximum of two, portable restroom facilities in the general vicinity of the Fields, to be regularly maintained by the City or their outside contractor. The location of these portable restrooms is subject to prior approval of the District.

F. Trash receptacles located adjacent to backstops.

G. At the completion of activities sponsored or operated by City, the Fields shall be left cleaned of debris not later than the start of the next regular school day or in time for the next scheduled user of the Fields, whichever is earlier. City shall ensure that trash receptacles are emptied following each City use.

H. Regular and routine maintenance of the infields, including but not limited to removing soil build-up on the infield perimeter, trimming and outlining the infield, adding soil or brickdust to infield and home plate area, harrowing and grading the infield, adjusting infield hardware, cleaning dugouts, and repairing fencing materials.

I. Coordination of regular maintenance with the District, so that such maintenance shall not interfere with District use of the Fields. The City also shall obtain the District's prior review and approval of all planned improvements and the scheduling of such work.

2. The District:

A. Permitted the City to make the improvements identified in Section 1, above, and shall permit the City to maintain the athletic infields during non-school hours upon obtaining prior approval of the District. Non-school hours means days when school is not in regular session. Non-school hours also means before 7:45 a.m. and after 3:30 p.m. on days when school is in regular session.

B. Shall permit the City priority use of the Fields, at no cost to the City, at such times as the Fields are not in use by the District. On an annual basis, not later than the start of each fiscal year on July 1, the City shall submit a completed application for the use of school premises during non-school hours through the official Lompoc Unified School District application process at <https://www.facilitron.com/lusd93436> or at the LUSD district website by clicking the Facilitron link on the district web site along with the City's tentative use schedule for the year. The District shall, as soon as reasonably possible thereafter, approve the City's use schedule for the fiscal year, subject to any changes required by the District. If the City's needs change or increase during any year, the City shall promptly notify the District and request different or increased use of the Fields pursuant to District policy. All District rules, policies and regulations governing the use of school facilities shall govern the City's use of the Fields.

3. At any time that the Fields are in use by the City, the City may charge users of the Fields, but only for costs associated with maintaining the infield playing areas, cleaning litter and debris, and providing portable restroom facilities. In addition, the City may allow any group duly authorized by the City to use portable concession facilities during non-school hours, but only while organized recreational games are in progress. Concession facilities and/or supplies shall not be stored on the school grounds.

4. Indemnification.

A. To the fullest extent permitted by law, the District shall indemnify and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, demands, actions, causes of action, damages or liability (including attorney's fees and court costs) for injury to or death of persons, and for damage to property resulting from or arising out of any negligent or willful act or omission of the District, its officers, agents, employees, and/or volunteers in the use or maintenance of the Fields or in the exercise of any other right or privilege by District pursuant to this Agreement.

B. To the fullest extent permitted by law, the City shall indemnify and hold harmless the District, its officers, agents, and employees from any and all claims, demands, actions, causes of action, damages or liability (including attorney's fees and court costs) for injury to or death of persons, and for damage to property resulting from or arising out of any act or omission of the City, its officers, agents or employees in the use or maintenance of the Fields or in the exercise of any other right or privilege by City pursuant to this Agreement.

5. The term of this Agreement is ten years (from August 16, 2021 through August 16, 2031). Either party may terminate this Agreement by giving the other party six months' prior written notice.

6. All notices to be given to either party shall be in writing, delivered personally or by depositing the same in the U.S. Mail, postage prepaid, and addressed to the parties as follows:

District:
Lompoc Unified School District
P.O. Box 8000
Lompoc, California 93438

City:
City of Lompoc
Attn: Parks and Recreation Director 100 Civic
Center Plaza
Lompoc, California 93436

7. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will in no way affect any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole

8. This Agreement is intended by the City and the District as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

9. In the event of any arbitration, mediation, litigation, or other formal adjudicatory proceeding to enforce or construe the terms of this Agreement, the party prevailing therein shall be entitled to recover costs and attorney's fees, including, without limitation, the fees of the City Attorney of the City of Lompoc.

IN WITNESS WHEREOF, this Agreement was approved, and its execution authorized, at the duly noticed meeting of the Board of Education on _____, 2021, and at the duly noticed City Council meeting of _____, 2021.

CITY OF LOMPOC,
a municipal corporation

LOMPOC UNIFIED SCHOOL DISTRICT
a California school district

James Throop, City Manager

XXXX, President
Board of Trustees

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Stacey Haddon
City Clerk

XXXX, Clerk
Board of Trustees

APPROVED AS TO FORM:

Jeff Malawy, City Attorney