

**JOINT USE AGREEMENT
FOR USE OF THE GYMNASIUM AND CIVIC AUDITORIUM
LOCATED ON DISTRICT-OWNED LAND 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. The District and City have had a long-standing verbal agreement which allowed the District to use the City-owned Civic Auditorium (“**Civic Auditorium**”), and the City to use the District-owned Lompoc Valley Middle School (LVMS) Gymnasium (“**Gymnasium**”), both at no charge to one another. The Gymnasium is located on District-owned land to the east of the LVMS administrative office, and the Civic Auditorium is located to the east of the LVMS Gymnasium on District-owned land which is currently leased by the City from the District pursuant to the Ground Lease Agreement for The Lompoc Civic Auditorium (“**Civic Auditorium Lease**”). The Civic Auditorium Lease expires in June 2035.

B. The parties desire to instate a formal agreement regarding the use of the Gymnasium and Civic Auditorium.

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 open, close, clean, and maintain the following:

A. The Civic Auditorium located to the east of the LVMS Gymnasium.

2. The District, at its own expense, has provided and will open, close, clean, and maintain the following:

A. The Gymnasium located to the east of the LVMS administrative office.

3. The City shall permit the District priority use of the Civic Auditorium at such times as the Civic Auditorium is not in use by the City. On an annual basis, not later than the start of the fiscal year on July 1, the District shall submit a completed application and agreement for use of the Civic Auditorium along with a tentative use schedule for the year. The City shall, as soon as reasonably possible thereafter, approve the District’s application and use schedule for the fiscal year, subject to any changes required by the City. If the District needs to change dates or times, the District shall promptly notify the City and request different or increased use of the Civic Auditorium pursuant to the City policy. All City rules, policies and regulations governing the use of facilities shall govern the District’s use of the Civic Auditorium.

4. The District shall permit the City priority use of the Gymnasium at such times as the Gymnasium is not in use by the District. On an annual basis, not later than the start of the fiscal year on July 1, the City shall submit a completed application and agreement for use of school

premises during non-school hours through the official Lompoc Unified School District application process at <https://www.facilitron.com/lusde93436>, or at the LUSD website by clicking the Facilitron link, along with the City's tentative use schedule for the year. The District shall, as soon as reasonably possible thereafter, approve the City's application and use schedule for the fiscal year, subject to any changes required by the District. If the City needs to change dates or times, the City shall promptly notify the District and request different or increased use of the Gymnasium. All District rules, policies and regulations governing the use of facilities shall govern the City's use of the Gymnasium.

5. Use of the Civic Auditorium shall be at no charge to District, and use of the Gymnasium shall be at no charge to City.

6. To the fullest extent permitted by law, the City shall indemnify and hold harmless the District, 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 City, its officers, agents, employees, and/or volunteers in the use of the Gymnasium or in the exercise of any other right or privilege by City pursuant to this Agreement.

7. 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 of the Civic Auditorium or in the exercise of any other right or privilege by District pursuant to this Agreement.

8. The term of this Agreement is five years (from August 16, 2021 through August 16, 2026). Either party may terminate this Agreement by giving the other party six months' prior written notice. Notwithstanding the other provisions of this Section, if the Civic Auditorium Lease is terminated prior to the end of the term of this Agreement, this Agreement shall automatically terminate on the effective date of the termination of the Civic Auditorium Lease.

9. 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
PO Box 8000
Lompoc, CA 93436

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

10. 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 the 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.

11. 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.

12. 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