

JOINT USE AGREEMENT
2011-2013

THIS AGREEMENT is made and entered into by and between the Lemoore Union High School District (**hereinafter** referred to as "DISTRICT") and the CITY OF LEMOORE (**hereinafter** referred to as "CITY").

WITNESSETH

WHEREAS, Education Code Sections 10900 et seq. and 40040 et. Seq. and 40040 et. Seq. encourage school district to cooperate with and to enter into agreements with other public agencies to jointly establish community recreation programs and to share existing recreational facilities; and

WHEREAS, the DISTRICT owns appropriate facilities located on DISTRICT property at 101 East Bush Street, Lemoore, California, and the CITY owns appropriate facilities within the city limits of Lemoore; and

WHEREAS, by the terms of this Agreement, the parties desire to share the costs of maintenance, repair, and operation and to assign responsibilities and duties to each for such operation,

NOW, THEREFORE, IT IS HEREBY AGREED, under the covenants, conditions, restrictions and reservations as follows:

1. **Term**. This Agreement shall start on June 30, 2011, and shall terminate on December 31, 2013. During that period and commencing on June 30, 2011, the CITY shall operate and run a recreational and instructional program for the residents of the City of Lemoore. The DISTRICT shall operate and run activities and events that support the instructional, intracurricular, or extracurricular programs for students enrolled at the Lemoore High School District. The DISTRICT and CITY shall provide each other with a Request for Facility Use in August for the fall term and in January for the spring and summer terms of each year.
2. **Maintenance**. DISTRICT and CITY shall provide all usual and regular maintenance and repair at their respective facilities. In order to facilitate scheduling of maintenance, each party shall provide to the other a schedule of the hours during which its permittees shall use said named facilities. In the event of willful or intentional damage to the facilities, the party which has possession and use of them at the time shall be wholly and solely responsible for the costs of repair.
3. **Use of the Facilities**. The DISTRICT and CITY shall make available to each other those buildings and facilities listed in Appendix "A." The DISTRICT and CITY shall provide the following when using buildings and facilities: adequate and qualified supervisors and coordinators, insurance coverage, and all supplies and materials for carrying out their individual programs.
It is expressly understood and agreed that the parties hereto have made or will make provisions for funds to carry out their respective programs. Costs for facilities are listed in Appendix "A" and, in addition, any loss or damage to property resulting from acts of participants, its employees or agents during use shall be fully reimbursable. All claims for reimbursement of damages shall be made in a timely manner.

4. **Use by Third Parties.** During the time when each party has exclusive use of the facilities under paragraph 3 above, such party shall have the authority to allow the use of the facilities by third parties under the following requirement. Each party agrees to indemnify and hold the DISTRICT and CITY harmless from acts of such third parties, their officers, agents, and employees in their use of facilities. To accomplish this provision, the DISTRICT and CITY shall maintain public liability and property damage insurance covering all third party users of the facilities in an amount not less than \$1,000,000. Said insurance shall name the third party as co-insured and shall contain a provision that the insurance will not be cancelled, modified, or revoked without thirty days prior written notice to the DISTRICT and CITY. The DISTRICT and CITY shall require third party users to obtain additional public liability and property damage insurance covering their third party in an amount not less than \$1,000,000 and naming the DISTRICT and CITY as coinsured.
5. **Indemnification.** Each party shall indemnify, defend, and hold the other party, its officers, agents, and employees, harmless from any and all loss, damage or injury to any person or property caused by or, in any way, arising from the use of facilities by such party, its officers, agents, and employees.
6. **Records.** DISTRICT and CITY shall maintain separate accounting records of all expenditures for the maintenance and operation of the facilities.
7. **Compensation.** The DISTRICT and CITY agree to pay the fees which may be annually adjusted in Appendix "A."
8. **Parking.** DISTRICT and CITY shall allow users of the facilities to park in the parking lots adjacent to the facilities.
9. **Insurance.**
 - a. DISTRICT shall obtain and maintain for the term of this Agreement public liability and property damage insurance, covering all users of facilities in an amount not less than \$1,000,000.
 - b. CITY shall obtain and maintain for the term of this Agreement public liability and property damage insurance, covering all users of the facilities in an amount not less than \$1,000,000. Said insurance shall name the DISTRICT as coinsured and shall contain a provision that the insurance will not be cancelled, modified, or revoked without thirty (30) days prior written notice to the DISTRICT.
10. **Public Use.** DISTRICT and CITY shall allow the use of the facilities for public recreation and community activities and shall endeavor to make it available to the widest range of activities reasonably possible and for no other purpose. It is further agreed that recreational programs involving elementary age students shall first be operated on elementary facilities. Only when elementary facilities are not available will such programs be operated on the high school campus facilities.
11. **Rules.** DISTRICT and CITY shall draft reasonable rules and regulations for the use of the facilities. The DISTRICT and CITY shall cooperate in good faith on the drafting of such rules and regulations.

12. Other Provisions. The failure of either party to this agreement to take advantage of any default or breach of this agreement by the other party shall not be or be construed as a waiver thereof, not shall any custom or practice which may arise between the parties in the course of their relationship under this agreement be construed to waive or lessen the right of any non-defaulting party to enforce any term, covenant, condition, restriction, or reservation contained herein, or to exercise any rights of the respective parties on account of any such default. A waiver of particular breach or default shall not be deemed to be a waiver of the same or any subsequent breach or default.
13. If any term, covenant, condition, restriction, or reservation in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be effected, impaired, or invalidated.
14. All of the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns and successors in interest of the parties hereto.
15. This agreement may be amended, modified, or terminated at any time by mutual consent in writing of the parties hereto.
16. Contact persons for the purposes of this Agreement shall be:

Superintendent	City Manager
Lemoore Union High School District	City of Lemoore
5 Powell Avenue	119 Fox Street
Lemoore, CA 93245	Lemoore, CA 93245

IN WITNESS WHEREOF, the **parties hereto set their hands this** 30th day of June, 2011

LEMOORE UNION HIGH SCHOOL DISTRICT

CITY OF LEMOORE

By :

Dwight Miller
Superintendent

Jeff Brittz
City Manager

Appendix "A"

A. Lemoore Union High School District Facilities (Winter: October 15 to May 1) Per Hour

1. Graham Gym.....	\$14
2. Small Gym.....	\$10
3. Auditorium	
Summer/Air Conditioning.....	\$30
Winter/Heat	\$18
4. Swimming Pool	
Summer	\$ 9.50
Winter (when already heated by District)	\$12
5. Tennis Courts	\$5
6. Stadium	\$20
Including Track	\$30
7. Athletic Fields	
Varsity Softball	\$12
Junior Varsity Softball	\$5
Freshman Baseball	\$5
Junior Varsity Baseball	\$5
Varsity Baseball	\$15
W/lights.....	\$19
8. Classrooms	
Summer/Air Conditioning.....	\$15
Winter/Heat.....	\$14

B. City of Lemoore **Facilities**

1. Lemoore Municipal Golf Course	\$25
(per player/per month)	
2. Civic Auditorium	\$24
3. Athletic Fields	
Vieira Softball	\$9
Soccer (19th Avenue Park)	\$7