

**WASHOE COUNTY SCHOOL DISTRICT  
AND CITY OF SPARKS  
RECIPROCAL USE AND MAINTENANCE  
AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the BOARD OF TRUSTEES OF THE WASHOE COUNTY SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT", and the CITY COUNCIL OF THE CITY OF SPARKS, hereinafter referred to as the "CITY".

**RECITALS**

WHEREAS, the DISTRICT's schools and facilities were built with taxpayer funds for the benefit of the youth of Washoe County; and,

WHEREAS, the CITY's parks and facilities were built with taxpayer funds for the benefit of Sparks residents; and,

WHEREAS, the DISTRICT's and the CITY's schools, parks, and facilities are a valuable community resource; and,

WHEREAS, the DISTRICT and the CITY are committed to maximizing the use of their schools, parks and facilities in the spirit of intergovernmental and community cooperation; and,

WHEREAS, in the interest of providing the best service with the least possible additional expenditure of public funds, the use of DISTRICT-DEVELOPED facilities, the use of CITY-DEVELOPED facilities, and the use of JOINTLY-DEVELOPED facilities requires the fullest cooperation between the parties.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the DISTRICT and the CITY hereto agree as follows:

### **DEFINITION OF TERMS**

Reciprocal Use - The effective management and shared use of DISTRICT or CITY facilities, services, and resources reflecting intergovernmental and community cooperation.

District-Developed Facilities - DISTRICT facilities that have been funded, built, and developed, with DISTRICT funds.

City-Developed Facilities - CITY facilities that have been funded, built, and developed with CITY funds.

Jointly-Developed Facilities - Facilities that have been funded, built, and developed by the DISTRICT and the CITY for use by both agencies.

Regular Session - Those days on which school is in session including before school, after school, and weekends which include school related programs and activities.

Youth - To include but not limited to Washoe County School District students, CITY recreation program participants, Sparks Youth Sports Foundation (SYSF) participants, other youth organization participants, and their families.

District Sponsored Programs – Student, Faculty and Administrative programs on or off campus in which DISTRICT participants remain subject to DISTRICT’s adopted Policies and Administrative Regulations.

City Sponsored Programs – Recreational, athletic or instructional programs offered through the CITY’s Parks and Recreation Department or its’ partners, including the Sparks Youth Sports Foundation (SYSF).

**1. APPLICATION AND USE OF FACILITIES**

- 1.1 The DISTRICT will make available to the CITY, upon proper and timely application, DISTRICT-DEVELOPED facilities and/or JOINTLY-DEVELOPED facilities which are suitable for CITY sponsored programs and community recreational activities at such times that the use of these facilities are not in conflict with DISTRICT sponsored programs and activities.
- 1.2 The CITY will make available to the DISTRICT, upon proper and timely application, CITY-DEVELOPED facilities which are suitable for DISTRICT sponsored programs and activities at such times that the use of these facilities are not in conflict with CITY sponsored programs and activities.
- 1.3 It is hereby agreed that the principal of each facility will be the primary individual responsible for scheduling the use of DISTRICT facilities and that the recreation supervisor of each facility will be the primary individual responsible for scheduling the use of CITY facilities.
- 1.4 It is hereby agreed that the principal will accept applications for the use of the facility no later than February 1 of each year for summer use; no later than June 15 for first semester use; and no later than November 15 for second semester use.
- 1.5 Programs that run continuously and/or contiguously with the school calendar may book for the entire year at the time the application is submitted. This is intended to apply only to non-seasonal activities (i.e.; Before/After School programs).
- 1.6 It is likewise agreed that the CITY will accept applications for the use of CITY facilities using the above deadlines.

- 1.7 Applications for use of the facilities received after the above deadlines will be considered by the site administrator on a first-come, first-served, space-available basis. Scheduling conflicts will be resolved using the guidelines in paragraph 8 below.
- 1.8 It is hereby agreed that confirmation of application approval or denial will be delivered to the applying party in writing by mail or electronically within ten (10) days of the application.

**2. PRIORITY OF USE**

- 2.1 For facilities owned by DISTRICT, priority of use will be given as follows:
  - 2.1.1 First to DISTRICT sponsored youth programs and activities;
  - 2.1.2 Next to CITY sponsored programs and activities solely for youth, including member programs of the Sparks Youth Sports Foundation;
  - 2.1.3 Next to non-profit programs and activities solely for youth;
  - 2.1.4 Next to DISTRICT sponsored adult programs and activities;
  - 2.1.5 Next to CITY sponsored adult athletic programs and activities;
  - 2.1.6 Next to all other programs and activities solely for youth;
  - 2.1.7 Next for all other programs and activities.
- 2.2 For facilities owned by CITY, priority of use will be given as follows:
  - 2.2.1 First to CITY sponsored programs and activities, including non-profit programs and activities where the sponsoring organization has a collaborative agreement with the CITY;
  - 2.2.2 Next to DISTRICT sponsored programs and activities;
  - 2.2.3 Next for all other governmental programs and activities;
  - 2.2.4 Next for all other programs and activities.
- 2.3 For DISTRICT-DEVELOPED and JOINTLY-DEVELOPED fields listed on Exhibits A and B, DISTRICT shall have scheduling authority for use of fields

during regularly scheduled school days until 5:00 p.m. at each respective site. The CITY, through SYSF, shall have scheduling authority for all other times.

3. **HIGH SCHOOL ATHLETICS**

- 3.1 Both parties agree that DISTRICT high school varsity football fields, soccer fields, and high school varsity baseball diamonds/fields are excluded from the Agreement for regular league play and practices. For league championships and other events, when deemed appropriate by the school principal, these fields may be available on a case-by-case basis.
- 3.2 Both parties agree that high school athletic and club sport teams are excluded from this Agreement for regular play and practices on DISTRICT-DEVELOPED and JOINTLY-DEVELOPED outdoor fields listed on Exhibits A and B and CITY owned fields. For league championships and other events, when deemed appropriate by the CITY or SYSF, these teams may receive permits on a case-by-case basis.

4. **CANCELING, RESCHEDULING OR RELOCATING PROGRAMS**

- 4.1 Both parties agree that in the event that a program or activity must be rescheduled, the party rescheduling the program or activity shall, whenever possible, provide a minimum of fifteen (15) days written notice to the other party with reason for the need to reschedule.
- 4.2 Both parties agree that in the event that a program or activity must be discontinued, the operator of the facility or party discontinuing the program or activity shall, whenever possible, provide a minimum of ninety (90) days written notice to the other party with reason for the need to discontinue.
- 4.3 Both parties agree each will do their best to avoid disruption and/or relocations of each other's program.

4.4 Both parties agree that in the event that the relocation of a program or activity is unavoidable, the operator of the facility shall, whenever possible, provide a minimum of five (5) days written notice to the other party with reason for the need to relocate.

**5. FORMS REQUIRED**

5.1. Both parties agree that requests for use of DISTRICT facilities, whether DISTRICT-DEVELOPED facilities or JOINTLY-DEVELOPED facilities, shall be made on the regular forms provided by the DISTRICT subject to the regular procedures of the DISTRICT in granting permits for the use of DISTRICT facilities as provided in the Policies and Regulations of the DISTRICT. In addition, such use shall be in accordance with NRS 393.071 (Exhibit C).

5.2. Both parties agree that requests for use of CITY facilities shall be made on the regular forms provided by the CITY and subject to the regular procedures of the CITY in granting permits for the use of CITY facilities as provided in the Policies and Regulations of the CITY. In addition, such use shall be in accordance with NRS 393.071 (Exhibit C).

**6. FEES, CHARGES AND USE OF FACILITIES**

6.1. For use of facilities identified in attached Exhibits A and B, each party agrees that no fee shall be charged to the CITY, provided that the DISTRICT does not incur additional costs for said use.

6.2. For use of CITY-DEVELOPED facilities, with the exception of Alf Sorensen Community Center, Deer Park Pool, Golden Eagle Regional Park, Larry D. Johnson Community Center, Recreation Gym, and the Sparks Marina Park (Exhibit E), each party agrees that no fee shall be charged to the DISTRICT for

district-sponsored youth activities, provided that the CITY does not incur additional costs for said use.

- 6.3. Both parties agree that the DISTRICT and the CITY shall provide adequate personnel, when available, to properly set up and supervise the program or activity at each other's facilities. If adequate personnel are not available, the DISTRICT will inform the CITY and the CITY will inform the DISTRICT seven (7) days prior to the scheduled program or activity at each other's facilities.
- 6.4. Both parties agree that the DISTRICT and the CITY shall furnish and supply and be completely responsible for all expendable materials necessary for the program or activity at each other's facilities.
- 6.5. Both parties agree that the DISTRICT and the CITY shall be responsible for following all site rules as well as all DISTRICT and CITY rules and regulations.
- 6.6. Both parties agree that the DISTRICT and the CITY shall be responsible for keeping the site free of and placing all trash, rubbish, and debris, resulting from the DISTRICT or CITY sponsored program or activity, in appropriate receptacles.
- 6.7. Both parties agree that the DISTRICT and the CITY shall be responsible for any and all damages to each other's facility caused by the use or abuse by the DISTRICT or CITY sponsored program or activity beyond normal wear and tear.

7. **OPERATIONS AND MAINTENANCE**

- 7.1. DISTRICT and CITY have cooperated in the planning, construction, and operation of certain JOINTLY-DEVELOPED facilities on DISTRICT sites as listed on Exhibit B; and the CITY has previously agreed to provide certain maintenance functions at certain DISTRICT-DEVELOPED facilities as listed on attached Exhibit A.
- 7.2. The DISTRICT shall pay all costs for personnel, equipment, insurance, supplies, and all services necessary for the operation of the programs under the control and

supervision of the DISTRICT and the CITY shall pay all costs for personnel, equipment, insurance, supplies, and all services necessary for the operation of the programs under the control and supervision of the CITY.

- 7.3. The CITY shall pay all expenses in connection with repair, replacement, maintenance, and operation and shall pay all costs for electricity and power for any field lighting, sound system, and scoreboards which are used exclusively for CITY programs and activities, providing that these items are separately metered.
- 7.4. The DISTRICT shall pay all expenses in connection with repair, replacement, maintenance, and operation and shall pay all costs for electricity and power for any field lighting, sound system, and scoreboards which are used exclusively for DISTRICT programs and activities, providing that these items are separately metered.
- 7.5. The parties agree that they shall pay for one-half (1/2) the cost for irrigation water for the JOINTLY-DEVELOPED facilities provided that the irrigation water is separately metered. On future JOINTLY-DEVELOPED outdoor facilities, each party shall be responsible for dedicating a proportional share, by use, of the water rights.
- 7.6. The CITY agrees to keep the JOINTLY-DEVELOPED facility free of and remove all trash, rubbish, and debris from said area during times that the facility is used for CITY programs and activities; the DISTRICT agrees to keep the JOINTLY-DEVELOPED facility free of and remove all trash, rubbish, and debris from said area during that portion of the year that the DISTRICT is in regular session and at other times the CITY is not using the facility.
- 7.7. The CITY shall provide the personnel and equipment necessary for irrigation, and turf maintenance by the CITY on JOINTLY-DEVELOPED facilities as described in attached Exhibit B and certain DISTRICT-DEVELOPED facilities as described in attached Exhibit A.



- 7.7.1. CITY shall provide weed control adjacent to turf and including infields only at Dilworth Middle School, Mendive Middle School, and Shadow Mountain Sports Complex as illustrated on facility maps in Exhibit F, irrigation systems, and backstop fencing as applicable for each site. The School Principal and the CITY shall discuss and schedule turf and irrigation repair and maintenance at those facilities listed in Exhibits A and B.
- 7.7.2. The parties agree that they shall each pay one-half (1/2) the cost of personnel, materials, and replacement parts necessary for irrigation maintenance, turf maintenance, and backstop maintenance or repair of damage caused by acts of vandalism, as applicable, to the facilities as described in Exhibits A and B; and;
- 7.7.3. The CITY shall, on a quarterly basis, send the DISTRICT an itemized statement of costs for one-half (1/2) of such services.
- 7.8. As related to the Alf Sorensen Community Center located at 1400 Baring Blvd., adjacent to Reed High School, both parties agree to the following:
  - 7.8.1. CITY's Recreation Supervisor at the Alf Sorensen Community Center, their successor or assign, will meet with the Reed High School Principal, their successor or assign, and the DISTRICT's Police Chief, their successor or assign, prior to the beginning of each school year to discuss Code Red Notifications and procedures.
  - 7.8.2. DISTRICT will provide CITY with DISTRICT's Security Fence Policies and Procedures set forth by the DISTRICT.
  - 7.8.3. DISTRICT will provide snow and ice removal through entire DISTRICT parking lot at Reed High School including areas under and around the solar panels in east lot in front of the Alf Sorensen Community Center.

**8. DISPUTES**

- 8.1. The parties agree to meet twice each year to review and discuss issues, concerns, and changes regarding the cooperative use of both current and proposed facilities. The DISTRICT shall prepare the agenda and schedule a meeting on or about April 15 of each year. The CITY shall prepare the agenda and schedule a meeting on or about October 15 of each year. The meetings shall include, from DISTRICT, the Director of Student Services and Director of Facilities Management, their successors or assigns, and from CITY, the Parks and Recreation Director, Park Development Coordinator, and Recreation Supervisor, their successors or assigns.
- 8.2. Both parties agree that differences or disputes arising from the use of DISTRICT facilities by the CITY and CITY facilities by the DISTRICT shall be addressed by the CITY Parks and Recreation Director or Parks Development Coordinator and by the DISTRICT Director of Facilities Management or Director of Student Services, as appropriate.
- 8.3. Both parties agree that if a dispute/issue arises that cannot be settled by the parties, the dispute/issue will be submitted to the CITY Manager and DISTRICT Superintendent, or their designees, for resolution. In the event that the dispute/issue cannot be resolved, both parties agree that the dispute/issue will be submitted to binding arbitration and that the costs be borne equally by both parties.

**9. NOTICE**

Wherever this agreement requires notice to be given, it shall be given in person or by certified mail, return receipt requested, and it shall not be effective until actual receipt. Notice shall be given to the parties indicated below:

DISTRICT: Washoe County School District  
14101 Old Virginia Rd  
Reno, NV 89521  
Attn: Chief Facilities Management & Capital Project Officer

CITY: City of Sparks Parks and Recreation Department  
98 Richards Way  
Sparks, NV 89431  
Attn: Parks and Recreation Director

10. **BEFORE/AFTER SCHOOL AND SCHOOL BREAK PROGRAMS**

- 10.1. Both parties agree that all existing CITY sponsored Before/After School programs will continue and remain in their current schools at no cost, Exhibit D, provided the DISTRICT does not incur additional costs for said use. However, the DISTRICT has first priority for all school buildings for any DISTRICT sponsored youth programs or activities. For newly built or non-served schools in the City of Sparks, the CITY has first priority in establishing a Before/After School Program. If the school community or some other organization asks to provide a Before/After School Program for a newly built or non-served school in the City of Sparks, the CITY shall be notified and have the right of first refusal to provide such services.
- 10.2. Upon suitable and timely request by CITY, DISTRICT agrees to provide at least one school multi-purpose facility for use by CITY full day camps which coincide with DISTRICT balanced calendar year fall break, winter break, spring break and summer break periods. DISTRICT may rotate assigned school site(s) between camps to provide for extended maintenance or cleaning periods.
- 10.3. Both parties further agree that differences or disputes arising from the use of facilities by CITY sponsored Before/After School and/or full day camp programs shall be resolved as outlined below.
  - 10.3.1. On-site Principal will meet with on-site CITY staff to resolve issue or dispute. Principal will document the issue in writing including corrective

action required and provide copy to on-site CITY staff and CITY's Recreation Supervisor within ten (10) days of the meeting.

10.3.2. If a satisfactory resolution cannot be reached or situation persists, Principal will schedule a meeting with CITY's Recreation Supervisor or designee. Principal will document the issue in writing including corrective action required and provide copy to CITY's Recreation Supervisor and Parks and Recreation Director within ten (10) days of the meeting.

10.3.3. If a satisfactory resolution cannot be reached or the situation persists, Principal will notify Superintendent of Elementary Education. If a third written communication becomes necessary for an issue, DISTRICT may also provide notice to CITY to remove program from the site experiencing problems. DISTRICT shall give CITY a minimum of ninety (90) days' notice to remove program.

10.4 Both parties agree DISTRICT will include CITY's given phone numbers in the Delayed Start Notification call list. CITY's phone numbers will be provided for Recreation Supervisor of the Before/After School and/or day camp programs, their successor or assign.

## **11. WAIVER OF LIABILITY**

11.1. Both parties agree that the CITY shall hold harmless and free from liability the DISTRICT, its officers, agents, servants or employees, while acting as such, from all damages, costs or expenses to which any of them shall be exposed or become obligated to pay by reason of liability imposed by law because of damages to property or injury to or death of persons, provided that such was incurred or suffered as a result of any act or omission by the CITY which is required of it by this agreement, or the operation, supervision, control or sponsorship of any

program or activity upon the DISTRICT's premises and JOINTLY-DEVELOPED facilities. Both parties further recognize that the CITY is self-insured. However, the CITY shall add the Board of Trustees of the Washoe County School District as an additional insured on any applicable insurance policies pertaining to excess liability coverage exceeding the self-insured retention. In the event the CITY does, but is not required to, purchase applicable insurance for liability now covered by the self-insured retention, the Board of Trustees of the Washoe County School District will be named as an additional insured. All applicable certificates of insurance will be provided to the DISTRICT. This paragraph does not, nor is it intended, to be relied on by any third party nor does it broaden or increase the CITY's legal liability to any person not a party to this agreement. The CITY shall retain all rights, immunities, and defenses it is entitled to by law.

- 11.2. Both parties agree that the DISTRICT shall hold harmless and free from liability the CITY, its officers, agents, servants or employees, while acting as such, from all damages, costs or expenses to which any of them shall be exposed or become obligated to pay by reason of liability imposed by law because of damages to property or injury to or death of persons, provided that such was incurred or suffered as a result of any act or omission by the DISTRICT which is required of it by this agreement, or the operation, supervision, control or sponsorship of any program or activity upon the CITY's premises and JOINTLY-DEVELOPED facilities. Both parties recognize that the DISTRICT is self-insured for exposure up to \$1,000,000 per occurrence, or such self-insured retention that may from time to time be instituted, and is precluded by law from providing a certificate of insurance on this self-insured retention. However, the DISTRICT shall add the CITY as an additional insured on any applicable insurance policies pertaining to excess liability coverage exceeding the self-insured retention. In the event the DISTRICT does, but is not required to, purchase applicable insurance for liability

now covered by the self-insured retention, the CITY will be named as an additional insured. All applicable certificates of insurance will be provided to the CITY. This paragraph does not, nor is it intended, to be relied on by any third party nor does it broaden or increase the DISTRICT's legal liability to any person not a party to this agreement. The DISTRICT shall retain all rights, immunities, and defenses it is entitled to by law.

**12. TERM**

- 12.1. It is the intent of both parties that this AGREEMENT shall continue in perpetuity consistent with applicable laws and regulations pertaining to inter-local agreements by governmental agencies. Except as provided for in paragraphs 11.2 and 11.3 below, proposed amendments shall be discussed during one of the two annual meetings pursuant to paragraph 8.1, and if recommended for adoption, shall be submitted to the respective governing bodies for approval.
- 12.2. Changes to maintenance responsibilities on Exhibits A and B may be modified upon mutual consent by CITY Parks and Recreation Director and DISTRICT Director of Facilities Management, their successors or assigns. Changes shall be approved during one of the two annual meetings pursuant to paragraph 8.1 and effective the first day of the following month unless another date is otherwise agreed.
- 12.3. Additions or deletions to the facilities listed on Exhibits A and B may be made by mutual consent by CITY Parks and Recreation Director and DISTRICT Director of Facilities Management, their successors or assigns. Changes shall be approved during one of the two annual meetings pursuant to paragraph 8.1 and effective the first day of the following month unless another date is otherwise agreed.
- 12.4. THIS AGREEMENT may be terminated by either governing body without cause upon one hundred-eighty (180) days written notice given to the other party.

12.5. THIS AGREEMENT and such notice shall be binding upon and insure the benefits of the successors, representatives, and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SPARKS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Approved as to legal form:**

\_\_\_\_\_  
**City Attorney**

WASHOE COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

**Approved as to legal form:**

\_\_\_\_\_  
**District Attorney**

**ATTACHMENTS:**

- Exhibit A DISTRICT DEVELOPED Facilities maintained by the CITY
- Exhibit B JOINTLY-DEVELOPED Facilities
- Exhibit C NRS 393.071
- Exhibit D Before/After School Sites
- Exhibit E CITY-DEVELOPED facilities – site rules and exceptions to fee and charges
- Exhibit F Site Maps



**EXHIBIT A**

**WASHOE COUNTY SCHOOL DISTRICT  
DISTRICT-DEVELOPED FACILITIES  
MAINTAINED BY THE CITY OF SPARKS**

Diedrichsen Elementary School – Field	1735 Del Rosa Way, Sparks 89434
Dunn Elementary School – Field	1135 O’Callaghan Drive, Sparks 89434
Lincoln Park Elementary School – Field	201 Lincoln Way, Sparks, 89431

**EXHIBIT B**  
**WASHOE COUNTY SCHOOL DISTRICT**  
**JOINTLY-DEVELOPED FACILITIES**  
**WITH THE CITY OF SPARKS**

Beasley Elementary School – Field	2100 Canyon Parkway, Sparks 89436
Dilworth Middle School – Field	255 Prater Way, Sparks 89431
Maxwell Elementary School – Field	2300 N. Rock Blvd., Sparks 89431
Mendive Middle School – Field	1900 Whitewood Drive, Sparks 89434
Mitchell Elementary School – Field	1216 Prater Way, Sparks 89431
Moss Elementary School – Field	2200 Primio Way, Sparks 89434
Risley Elementary School – Field	1900 Sullivan Lane, Sparks 89431
Shadow Mountain Park – South Fields	3300 Sparks, Blvd., Sparks, 89431
Smith Elementary School – Field	1925 F Street, Sparks 89431
Sparks Middle School – Field	2275 18 <sup>th</sup> Street, Sparks 89431
Van Gorder Elementary School – Field	7650 Campello Drive, Sparks 89436

## EXHIBIT C

### **Nevada Revised Statute (NRS) Chapter 393 SCHOOL PROPERTY (393.071 – 393.0719)**

**NRS 393.071 Trustees may grant use of buildings and grounds for meetings or discussions.** Except as otherwise provided in NRS 393.07107, the board of trustees of any school district may grant the use of school buildings or grounds for public, literary, scientific, recreational or educational meetings, or for the discussion of matters of general or public interest upon such terms and conditions as the board deems proper, subject to the limitations, requirements and restrictions set forth in NRS 393.071 to 393.0719, inclusive.

(Added to NRS by 1959, 295; A 2003, 517; 2011, 655)

**NRS 393.07105 Trustees may grant use of school libraries to general public during non-school hours; cooperative agreements for library personnel and resources; acceptance of gifts and grants and outreach to certain families authorized.**

1. The board of trustees of a school district may grant the use of libraries in the public schools located within the school district to the general public during times that are not regular school hours.
2. A member of the general public who possesses a library card issued by a public library, as that term is defined in NRS 379.0057, may use that library card to check out books at a school library that is open to the general public.
3. The board of trustees of a school district may enter into one or more cooperative agreements with:

- (a) The trustees of a consolidated, county, district, town or other public library located within the county in which the school district is located; and
  - (b) The governing authority of a city library located within the county in which the school district is located,
- for the provision of library personnel and resources for a school library located within the school district that is open to the general public pursuant to this section.

4. If the board of trustees of a school district grants the use of school libraries to the general public, the board of trustees may:

- (a) Solicit and accept gifts, grants and other support for the costs and expenses associated with the use of the school libraries by the general public.
- (b) Enhance its outreach to families with preschool children, parents who need to improve their literacy skills and the general community.

(Added to NRS by 2003, 517)

**NRS 393.07107 Trustees required to grant use of athletic fields at elementary, middle and junior high schools to certain nonprofit organizations under certain circumstances; exceptions.**

1. Except as otherwise provided in subsections 3 and 4 and subject to the limitations, requirements and restrictions set forth in this section and in NRS 393.071 to 393.0719, inclusive, the board of trustees of a school district shall, upon request, grant the use of any athletic field at each elementary, middle or junior high school within the school district to a nonprofit organization which serves adults and children with disabilities or which provides programs for

youth sports, including, without limitation, baseball, football, soccer or softball. The organization may use the field at any time that:

- (a) Is not during regular school hours;
- (b) Use of the field is not required for school-related activities; and
- (c) The field is not in the process of undergoing maintenance or renovation.

2. If a nonprofit organization which serves adults and children with disabilities or which provides programs for youth sports is granted use of an athletic field pursuant to subsection 1, the nonprofit organization shall comply with any insurance coverage and indemnification provisions required by the board of trustees of the school district.

3. If the board of trustees of a school district has entered into an agreement with one or more local governments to provide the use of the athletic fields or playgrounds of the school district to a community organization which provides programs for youth sports, the board of trustees is not required to comply with the provisions of subsection 1.

4. The provisions of this section do not apply to an athletic field that contains lights.

(Added to NRS by 2011, 654)

**NRS 393.0711 Interference with use and occupancy for school purposes prohibited.** No such use may be inconsistent with or interfere with the use and occupancy of the buildings or grounds for school purposes.

(Added to NRS by 1959, 295; A 1979, 1618)

**NRS 393.0712 Grant constituting monopoly prohibited.** No such use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization.

(Added to NRS by 1959, 295)

**NRS 393.0713 Term of privilege; renewal and revocation; exception for use of school library by general public.**

1. Except as otherwise provided in subsection 2, the privilege of using the buildings or grounds must not be granted for a period exceeding 1 year. The privilege is renewable and revocable in the discretion of the board of trustees at any time.
2. The time limitation set forth in subsection 1 does not apply to the use of a school library pursuant to NRS 393.07105.

(Added to NRS by 1959, 295; A 2003, 517)

**NRS 393.0714 Grant of use without charge to public agencies for holding examinations to select personnel and to general public for use of school libraries.** The board of trustees of any school district may grant the use of school buildings, grounds and equipment without charge to:

1. Public agencies for the purpose of holding examinations for the selection of personnel.
2. The general public for use of school libraries within the school district pursuant to NRS 393.07105.

(Added to NRS by 1959, 295; A 2003, 517)

**NRS 393.0715 Use or grant of use for program or movement to accomplish overthrow of government prohibited; penalty.**

1. No school property, buildings or grounds may be used to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States or of any state by force, violence or other unlawful means.
2. No board of trustees of any school district may grant the use of any school property, building or grounds to any person or organization for any use in violation of this section.
3. Any violation of this section is a misdemeanor.

(Added to NRS by 1959, 295)

**NRS 393.0717 Regulations.**

1. The board of trustees of the school district shall make all necessary regulations for the use of school buildings and grounds for civic meetings and recreational activities, and for the aid, assistance and encouragement of recreational activities.
2. The use of any school buildings or grounds for any meeting or recreational activity is subject to such reasonable regulations as the board of trustees prescribes.

(Added to NRS by 1959, 295; A 1979, 1618)

**NRS 393.0718 Custodian of property: Appointment; powers.** The board of trustees of any school district may appoint a person who must have charge of the grounds, preserve order, protect the school property, plan, promote and supervise recreational activities, and do all things necessary in the capacity of a representative of the board of trustees.

(Added to NRS by 1959, 295; A 1993, 2531)

**NRS 393.0719 Payment of expenses by school district; reimbursement by users; exception to reimbursement for use of school library by general public.**

1. Lighting, heating, janitorial service and the services of the person referred to in NRS 393.0718, when needed, and other necessary expenses, in connection with the use of public school buildings and grounds pursuant to NRS 393.071 to 393.0719, inclusive, must be provided for out of school district funds of the respective school districts in the same manner as similar services are provided for, and except as otherwise provided in subsection 2, subject to reimbursement by the user in accordance with such policies and regulations as the board of trustees may adopt.

2. The board of trustees of a school district may not request reimbursement for the costs and expenses associated with the use of a school library by the general public pursuant to NRS 393.07105.

**DISCLAIMER:** These codes may not be the most recent version. The Nevada Revised Statutes (NRS) may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained in this document.

Please check official sources at <https://www.leg.state.nv.us/nrs/>



**EXHIBIT D**

**BEFORE/AFTER SCHOOL PROGRAM ADMINISTERED IN  
DISTRICT FACILITIES BY THE  
CITY OF SPARKS PARKS AND RECREATION DEPARTMENT**

Alice Maxwell Elementary School	Before School only
Alyce Taylor Elementary School	Before/After School
Bud Beasley Elementary School	Before/After School
Edward Van Gorder Elementary School	Before/After School
Florence Drake Elementary School	After School only
Jerry Whitehead Elementary School	Before/After School
Jesse Hall Elementary School	Before/After School
Katherine Dunn Elementary School	Before/After School
Lena Juniper Elementary School	Before/After School
Lincoln Park Elementary School	Before School only
Lloyd Diedrichsen Elementary School	Before/After School
Marvin Moss Elementary School	Before/After School
Miguel Sepulveda Elementary School	Before/After School
Robert Mitchell Elementary School	Before School only
Spanish Springs Elementary School	Before/After School

## EXHIBIT E

### CITY DEVELOPED FACILITIES

#### SITE RULES AND EXCEPTIONS TO FEES AND CHARGES

A. Events conducted by the DISTRICT include sporting events (i.e.; swim meets, fun runs, cross country meets, end of the year field trips, organized athletic practices, etc.). Such events occur at CITY-DEVELOPED facilities where scheduling conflicts may occur with CITY sponsored events, Parks and Recreation customers as well as the general public.

a. CITY-DEVELOPED facilities exempt from this agreement (section 6.2) include:

**Alf Sorensen Community Center, 1400 Baring Blvd.**

**Deer Park Pool, 1700 Prater Way**

**Golden Eagle Regional Park, 6400 Vista Blvd.**

**Larry D. Johnson Community Center, 1200 12<sup>th</sup> Street**

**Recreation Gym, 98 Richards Way**

**Sparks Marina Park, 300 Howard Drive**

DISTRICT will be charged for DISTRICT sponsored youth and adult activities as follows (**note:** charges and rules are not the same for each facility):

- **Alf Sorensen Community Center (year-round), 1400 Baring Blvd.**

CITY of Sparks Facility Use Applications must be complete and submitted by the dates indicated in the body of this Joint Use Agreement (see section 1, page 3). DISTRICT will be charged the current non-resident, non-profit facility rental or usage rate with a 50% discount and the full administrative fee. If the facility use request includes multiple, non-consecutive dates or sessions, only one administrative fee will be assessed. The deposit will be waived. No additional fees will be applied provided the CITY does not incur additional costs for said use.

1. If facility requests are within facility hours of operation or staff availability, staff fees will not apply.
2. If facility requests are outside of facility hours of operation or staff availability, staff fees will be charged at \$15/hour.

- **Deer Park Pool (seasonal), 1700 Prater Way**  
 CITY of Sparks Facility Use Applications must be complete and submitted by the dates indicated in the body of this Joint Use Agreement (see section 1, page 3). DISTRICT will be charged the current non-resident, non-profit facility rental or usage rate with a 50% discount and the full administrative fee. If the facility use request includes multiple, non-consecutive dates or sessions, only one administrative fee will be assessed. The deposit will be waived. No additional fees will be applied provided the CITY does not incur additional costs for said use.
  1. If facility requests are within facility hours of operation or staff availability, staff fees will not apply.
  2. If facility requests are outside of facility hours of operation or staff availability, staff fees will be charged at \$15/hour.
  
- **Golden Eagle Regional Park, 6400 Vista Blvd.**  
 CITY of Sparks Park Use Application must be complete and submitted by the dates indicated in the body of this Joint use Agreement (see section 1, page 3). DISTRICT will be charged 100% of the current non-resident, non-profit rental rates and full administrative fee for this facility. If the park use request includes multiple, non-consecutive dates or sessions, only one administrative fee will be assessed. The deposit will be waived. No additional fees will be applied provided the CITY does not incur additional costs for said use.

The following rules are strictly enforced with no exceptions. Future park use requests may not be granted if rules are not followed.

- Sunflower seeds and nuts with shells are not allowed
- No ice chests within the Complexes
- No glass
- No outside alcohol
- No gum
- No animals (leashed dogs on Regional trails only)
- No metal cleats

- No barbeques
- No overnight parking
- No skateboards, scooters, bicycles, or rollerblades
- No hitting golf balls
- No staking of signs, banners, tents, shade, or umbrellas into the turf
- Discharging weapons, pistols, BB guns, pellet guns and bow/arrows prohibited
- Park in designated spots only, no parking or driving on sidewalks.

VIOLATORS WILL BE REMOVED FROM THE FACILITY

- **Larry D. Johnson Community Center, 1200 12<sup>th</sup> Street**

CITY of Sparks Facility Use Applications must be complete and submitted by the dates indicated in the body of this Joint Use Agreement (see section 1, page 3). DISTRICT will be charged the current non-resident, non-profit facility rental or usage rate with a 50% discount and the full administrative fee. If the facility use request includes multiple, non-consecutive dates or sessions, only one administrative fee will be assessed. The deposit will be waived. No additional fees will be applied provided the CITY does not incur additional costs for said use.

1. If facility requests are within facility hours of operation or staff availability, staff fees will not apply.
2. If facility requests are outside of facility hours of operation or staff availability, staff fees will be charged at \$15/hour.

- **Recreation Gym, 98 Richards Way:**

CITY of Sparks Facility Use Applications must be complete and submitted by the dates indicated in the body of this Joint Use Agreement (see section 1, page 3). DISTRICT will be charged the current non-resident, non-profit facility rental or usage rate with a 50% discount and the full administrative fee. If the facility use request includes multiple, non-consecutive dates or sessions, only one administrative fee will be assessed. The deposit will be waived. No additional

fees will be applied provided the CITY does not incur additional costs for said use.

1. If facility requests are within facility hours of operation or staff availability, staff fees will not apply.
2. If facility requests are outside of facility hours of operation or staff availability, staff fees will be charged at \$15/hour.

- **Shadow Mountain Sports Complex, 3300 Sparks Blvd:**

DISTRICT will NOT be charged for the use of this facility provided the CITY does not incur additional costs for said use (see section 6, page 7). However, CITY Park Use Applications must be complete and submitted by the dates indicated in the body of this Joint Use Agreement (see section 1, page 3).

1. DISTRICT must provide portable restrooms if the event is over 150 participants and spectators combined.

The following rules are strictly enforced with no exceptions. Future park use requests may not be granted if rules are not followed.

- No ice chests within the Complexes
- No glass
- No alcohol
- No gum
- No animals
- No metal cleats
- No barbeques
- No overnight parking
- No skateboards, scooters, bicycles, or rollerblades
- No hitting golf balls
- No staking of signs, banners, tents, shade, or umbrellas into the turf
- Discharging weapons, pistols, BB guns, pellet guns and bow/arrows prohibited

- Park in designated spots only, no parking or driving on sidewalks.  
VIOLATORS WILL BE REMOVED FROM THE FACILITY

- **Sparks Marina Park, 300 Howard Drive**

CITY of Sparks Park Use Application must be complete and submitted by the dates indicated in the body of this Joint use Agreement (see section 1, page 3). DISTRICT will be charged 100% of the current non-resident, non-profit rental rates and full administrative fee for this facility. If the park use request includes multiple, non-consecutive dates or sessions, only one administrative fee will be assessed. The deposit will be waived. No additional fees will be applied provided the CITY does not incur additional costs for said use.

1. CITY staff will determine park use rates based on the size of DISTRICT event.

The following rules are strictly enforced with no exceptions. Future park use requests may not be granted if rules are not followed.

#### **General Park Rules**

- Glass containers are prohibited in the park.
- Alcohol is prohibited in the park.
- Dogs must be on a leash at all times (except within the dog park at the south shore). No electronic leashes permitted.
- You must clean up after your dog (Washoe County Code 55.130).
- Mutt Mitt stations are located throughout the park for you & your dogs' convenience.
- All path users must stay to the right of the path. Path users include pedestrians, pedestrians with dogs, pedestrians with strollers, bicyclists, runners, joggers, those on scooters, roller blades, skate boards, as well as people using wheelchairs and walkers (everyone). Pedestrians have the right-of-way and for the safety of others, pedestrians are asked to walk only 2 abreast (2 people side

by side). All path users must look both ways before entering the path or changing directions.

- Gas powered grills are allowed. No charcoal grills. No food trucks.
- No feeding of animals, birds and waterfowl.
- Hunting or trapping of wildlife is prohibited.
- No motorized scooters or karts in the park.
- No jump-houses or inflatables.
- Swimming is only allowed in the designated swim area (north beach within orange logs) when lifeguards are on duty.
- Open fires are prohibited in the park.
- Cliff diving, jumping or shore diving is prohibited at all times in all areas of the park. No climbing on rock walls.
- Discharging weapons, pistols, BB guns, pellet guns and bow/arrows prohibited.
- No snow sledding.

#### **General Path User Rules**

- Pedestrians have the right-of-way.

**B. Special Events on Public Property and/or City streets:** Per municipal code 9.34, anyone intending to hold an event on public property must complete the special event application for review. The application must include site map, signed hold harmless and affidavit. A two million liability insurance policy must cite the city as additional insured. Deadline to complete the application is 90 days before the event. All events are subject to permit fees and usage fees. Some events are subject to city service costs and additional permit requirements.

**EXHIBIT F**

**SITE MAPS**