

**INTER-LOCAL AGREEMENT BETWEEN
THE WASHOE COUNTY SCHOOL DISTRICT AND THE CITY OF RENO
FOR THE RECIPROCAL USE AND MAINTENANCE OF FACILITIES**

THIS RECIPROCAL USE AND MAINTENANCE AGREEMENT (hereinafter "Agreement,") made and entered into 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 RENO, hereinafter referred to as the "CITY."

RECITALS

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

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

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

D. 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;

E. 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 require the fullest cooperation between the parties;

F. WHEREAS, the DISTRICT and the CITY entered into the City of Reno and the Washoe County School District Joint Use and Maintenance Agreement ("JOINT USE AGREEMENT") dated

1 September 30, 1970, now deemed null and void, as it shall be hereafter incorporated by reference
2 herein;

3
4 G. WHEREAS, the DISTRICT and the CITY entered into the Inter-local Agreement Between the
5 Washoe County School District and the City of Reno for the Reciprocal Use and Maintenance of
6 Facilities ("INTER-LOCAL AGREEMENT"), dated December 17, 2008, now deemed null and void,
7 as it shall be hereafter incorporated by reference herein;

8
9 H. WHEREAS, the DISTRICT and the CITY have administratively updated the INTER- LOCAL
10 AGREEMENT as new facilities have been built since 2008, pursuant to section 12 of the INTER-
11 LOCAL AGREEMENT;

12
13 I. WHEREAS, the DISTRICT and the CITY entered into AMENDMENT #1, dated August 18,
14 2020, for the purpose of amending the INTER-LOCAL AGREEMENT to add a reciprocal hold
15 harmless, release, and waiver that pertains to the COVID-19 pandemic, and incorporated as section
16 11.3 herein; and

17
18 J. WHEREAS, the DISTRICT and the CITY entered into the INTER-LOCAL AGREEMENT
19 between the Washoe County School District and the City of Reno for the Reciprocal Use and
20 Maintenance of Facilities, dated July 6, 2022, for the purpose of revising terms in the agreement, now
21 deemed null and void, as it shall be hereafter incorporated by references herein.

22
23 NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the
24 DISTRICT and the CITY hereto agree as follows:

25
26 **1. DEFINITION OF TERMS**

27 City-Developed Facilities: City facilities that have been funded, built, and developed, solely with City
28 funds.

1 City Sponsored Programs: Recreational, athletic, or instructional programs offered through the
2 CITY's Parks and Recreation Department or its partners, including the RYSA.

3
4 District-Developed Facilities: District facilities that have been funded, built, and developed with
5 District funds.

6
7 District Sponsored Programs: Student, Faculty and Administrative programs on or off campus in
8 which DISTRICT participants remain subject to the DISTRICT's adopted Policies and Administrative
9 Regulations.

10
11 Jointly Developed Facilities: Facilities that have been funded, built, and developed by the District and
12 the City for use by both agencies.

13
14 Reciprocal Use: The effective management and shared use of DISTRICT, CITY, or other public
15 facilities, services, and resources reflecting intergovernmental and community cooperation.

16
17 Regular Session: Those days on which school is in session including before school, after school, and
18 weekends which include school related programs and activities.

19
20 Youth: To include but not limited to Washoe County School District students, City recreation
21 program participants, Reno Youth Sports Association (RYSA) participants, other youth organization
22 participants, and their families.

23 24 **2. APPLICATION AND USE OF FACILITIES**

25
26 2.1. The DISTRICT will make available to the CITY, upon proper and timely application,
27 DISTRICT-DEVELOPED facilities and/or JOINTLY DEVELOPED facilities for community
28 recreational activities at such times that the use of these facilities are not in conflict with DISTRICT
sponsored programs and activities.

1 2.2. The CITY will make available to the DISTRICT, upon proper and timely application, CITY-
2 OWNED facilities which are suitable for DISTRICT sponsored programs and activities at such times
3 that the use of these facilities are not in conflict with CITY sponsored programs and activities.
4

5 2.3. It is hereby agreed that the Principal of each facility will be the primary individual responsible
6 for scheduling the use of DISTRICT facilities and that the CITY supervisor of each facility will be
7 responsible for scheduling the use of CITY facilities.
8

9 2.4. It is hereby agreed that the Principal will accept applications for the use of the facility, upon
10 proper and timely application, but no later than 30 days prior to the start of such facility use.
11

12 2.5. Programs that run continuously and/or contiguously with the school calendar may book for the
13 entire year at the time the application is submitted. This is intended to apply only to non-seasonal
14 activities.
15

16 2.6. It is likewise agreed that the CITY will accept applications for the use of CITY facilities using
17 the above deadlines.
18

19 2.7. Applications for use of the facilities received after the above deadlines will be considered by
20 the site administrator on a first-come, first-served, space-available basis. Scheduling conflicts will be
21 resolved using the guidelines in paragraph 9 below.
22

23 **3. PRIORITY OF USE**

24

25 3.1. For facilities owned by DISTRICT, priority of use will be given as follows:
26

27 3.1.1. First to DISTRICT sponsored programs and activities;
28

1 3.1.2. Next to CITY sponsored programs and activities solely for youth, including member programs
2 of the Reno Youth Sports Association;

3
4 3.1.3. Next to non-profit programs and activities solely for youth;

5
6 3.1.4. Next to CITY adult athletic programs;

7
8 3.1.5. Next to all other programs and activities solely for youth;

9
10 3.1.6. Next to all other programs and activities.

11
12 3.2. For facilities owned by CITY, priority of use will be given as follows:

13
14 3.2.1. First to CITY sponsored programs and activities, including non-profit programs and activities
15 where the sponsoring organization has a collaborative agreement with the CITY;

16
17 3.2.2. Next to DISTRICT sponsored programs and activities;

18
19 3.2.3. Next to all other governmental programs and activities;

20
21 3.2.4. Next to all other programs and activities.

22
23 4. **HIGH SCHOOL ATHLETICS**

24
25 4.1. Both parties agree that DISTRICT high school varsity football fields, soccer fields, and high
26 school varsity baseball diamonds/fields are excluded from the Agreement for regular league play and
27 practices. For league championships and other events, when deemed appropriate by the School
28 Principal, these fields may be available on a case-by-case basis.

1 4.2. Both parties agree that DISTRICT high school athletic and club sport teams are excluded
2 from this Agreement for regular play and practices on DISTRICT-DEVELOPED and JOINTLY-
3 DEVELOPED outdoor fields listed on Exhibits A and B and CITY owned fields. For league
4 championships and other events, when deemed appropriate by the CITY or RYSA, these teams may
5 receive permits on a case-by-case basis.

6
7 **5. CANCELING OR RESCHEDULING PROGRAMS**
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9 5.1. Both parties agree that in the event that a program or activity must be rescheduled, the party
10 rescheduling the program or activity shall, whenever possible, provide a minimum of fifteen (15) days
11 written notice to the other party with reason for the need to reschedule.

12
13 5.2. Both parties agree that in the event that a program or activity must be discontinued, the
14 operator of the facility or party discontinuing the program or activity shall provide a minimum of
15 ninety (90) days written notice to the other party with reason for the need to discontinue.

16
17 5.3. Both parties agree that each will do their best to avoid disruption and/or relocations of each
18 other's program.

19
20 5.4 Both parties agree that in the event that the relocation of a program or activity is unavoidable,
21 the operator of the facility shall, whenever possible, provide a minimum of seven (7) days written
22 notice to the other party with a reason for the need to relocate.

23
24 **6. FORMS REQUIRED**
25

26 6.1. Both parties agree that requests for use of DISTRICT- DEVELOPED facilities or JOINTLY-
27 DEVELOPED facilities during regularly scheduled school days until 5:00 p.m., shall be made on the
28 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 Nevada Revised Statute (NRS) Chapter 393 Use of School Property for Public Purposes (393.071 - 393.0719) (Exhibit C).

6.2. Both parties agree that requests for use of CITY-DEVELOPED facilities or JOINTLY-DEVELOPED facilities for all other times not within the DISTRICT's scheduling authority shall be made on the regular forms provided by the CITY 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.

7. FEES, CHARGES AND USE OF JOINTLY DEVELOPED FACILITIES

7.1. For use of DISTRICT-DEVELOPED facilities, each party agrees that no fee shall be charged to the CITY, provided that the DISTRICT does not incur additional costs for said use.

7.2. For use of CITY-DEVELOPED facilities, 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.

7.3. Both parties agree that the DISTRICT and the CITY shall provide adequate personnel 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.

7.4. Both parties agree that the DISTRICT and the CITY shall furnish, supply, and be completely responsible for all expendable materials necessary for the program or activity at each other's facilities.

7.5. Both parties agree that the DISTRICT and the CITY shall be responsible for following all sites rules as well as all DISTRICT and CITY rules and regulations.

1 7.6. Both parties agree that the DISTRICT and the CITY shall be responsible for keeping the site
2 free of and placing all trash, rubbish, and debris, resulting from the DISTRICT or CITY sponsored
3 program or activity, in appropriate receptacles.
4

5 7.7. Both parties agree that the DISTRICT and the CITY shall be responsible for all damages to
6 each other's facility caused by the use or abuse by the DISTRICT or CITY sponsored program or
7 activity beyond normal wear and tear.
8

9 **8. OPERATIONS AND MAINTENANCE**
10

11 8.1. The DISTRICT and the CITY have cooperated in the planning, construction, and operation of
12 certain JOINTLY-DEVELOPED facilities on DISTRICT sites as listed on attached Exhibit A; and
13 that the CITY has previously agreed to provide certain maintenance functions at certain DISTRICT-
14 DEVELOPED facilities as listed on attached Exhibit B.
15

16 8.2. The DISTRICT shall pay all costs for personnel, equipment, insurance, supplies, and all
17 services necessary for the operation of the programs under the control and supervision of the
18 DISTRICT and the CITY shall pay all costs for personnel, equipment, insurance, supplies, and all
19 services necessary for the operation of the programs under the control and supervision of the CITY.
20

21 8.3. The CITY shall pay all expenses in connection with repair, replacement, maintenance, and
22 operation and shall pay all costs for electricity and power for any field lighting, sound system, and
23 scoreboards which are used exclusively for CITY programs and activities, providing that these items
24 are separately metered.
25

26 8.4. The parties agree that they shall pay for one-half (1/2) the cost for irrigation water for the
27 JOINTLY-DEVELOPED facilities provided that the irrigation water is separately metered. On future
28 JOINTLY-DEVELOPED outdoor facilities, each party shall be responsible for dedicating a
proportional share, by use, of the water rights.

1 8.5. The CITY agrees to keep the JOINTLY-DEVELOPED facility free of and remove all trash,
2 rubbish, and debris from said area during times that the facility is used for CITY programs and
3 activities; the DISTRICT agrees to keep the facility free of and remove all trash, rubbish, and debris
4 from said area during that portion of the year that the DISTRICT is in regular session and at other
5 times the CITY is not using the facility unless otherwise agreed upon.

6
7 8.6. Upon written request by the DISTRICT and approval by the CITY, the CITY may remove
8 trash, rubbish and debris for DISTRICT owned facilities at those times which the CITY is not using
9 the facility. The DISTRICT agrees to reimburse one hundred percent (100%) of the direct cost of
10 providing this service.

11
12 8.7. The CITY shall provide the personnel and equipment necessary for maintenance by the CITY
13 on JOINTLY-DEVELOPED facilities as described in attached Exhibit A and certain DISTRICT-
14 DEVELOPED facilities as described in attached Exhibit B.

15
16 8.7.1. The CITY shall maintain turf, irrigation systems, backstop fencing, bleachers, warning tracks
17 and tennis courts as applicable for each site. The School Principal and the CITY shall discuss and
18 schedule turf and irrigation repair and maintenance at those facilities listed in Exhibits A and B.

19
20 8.7.2. The parties agree that they shall each pay one-half (1/2) the cost of personnel, materials, and
21 replacement parts necessary for irrigation maintenance, turf maintenance, warning tracks, tennis and
22 backstop maintenance or repair of damage caused by acts of vandalism, as applicable, to the facilities
23 as described on Exhibits A and B. The CITY shall, on a quarterly basis, send the DISTRICT an
24 itemized statement of estimated costs for one-half (1/2) of such services prior to these services being
25 authorized.

26
27 8.7.3. Upon written request by the DISTRICT and approval by the CITY, the CITY may maintain
28 landscaping beds and associated irrigation systems in the area immediately adjacent to facilities
maintained as described above. Maintenance includes seasonal pruning of shrubs and trees, removal of

1 trash, rubbish, debris, weed control and irrigation maintenance. The DISTRICT agrees to reimburse
2 one hundred percent (100%) of the direct cost of providing this service.

3
4 8.8. The DISTRICT and the CITY will meet and confer prior to November 1 of each year to
5 prioritize improvements and capital renovations to facilities listed on Exhibits A and B for the fiscal
6 year beginning the following July 1. The DISTRICT and the CITY shall each contribute 50% of the
7 cost of the improvements or renovations unless otherwise agreed to on a case-by-case basis, pending
8 final budget approval by the DISTRICT and the CITY.

9
10 9. **DISPUTES**

11
12 9.1. Both parties agree that differences or disputes arising from the use of DISTRICT facilities by
13 the CITY and CITY facilities by the DISTRICT shall be addressed by the CITY Director of Parks and
14 Recreation, their successors and assignees, and by the DISTRICT Chief Facilities Management
15 Officer and Director of Student Services, their successors and assigns.

16
17 9.2. Both parties agree that if a dispute/issue arises that cannot be settled by the parties, the
18 dispute/issue will be submitted to the CITY Manager and DISTRICT Superintendent, or their
19 designees, for resolution. If the dispute/issue cannot be resolved, both parties agree that the
20 disputes/issues will be submitted to binding arbitration and that the costs be borne equally by both
21 parties.

22
23 9.3. In addition to the above dispute resolution process, the parties agree to meet twice each year to
24 review and discuss any issues, concerns, and ideas regarding the RYSA Programs.

25
26 9.3.1. The DISTRICT shall prepare the agenda and schedule a meeting on or about April 15 of each
27 year.

1 9.3.2. The CITY shall prepare the agenda and schedule a meeting on or about October 15 of each
2 year.

3
4 9.3.3. The meetings shall include, from the DISTRICT, the Chief Facilities Management Officer,
5 their successors or assigns, and from the CITY, the Parks and Recreation Director, Park Development
6 Coordinator, and Recreation Supervisor, their successors or assignees.

7
8 **10. NOTICE**

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

12
13 Attn: Chief Capital Projects & Facilities Management Officer
14 DISTRICT: Washoe County School District
15 14101 Old Virginia Rd.
16 Reno, NV 89521

17 Attn: Parks and Recreation Director
18 CITY: City of Reno Parks and Recreation Department
19 1 E. First Street 11th Floor
20 Reno, NV 89501

21
22 **11. WAIVER OF LIABILITY**

23 11.1. Both parties agree that the CITY shall hold harmless and free from liability the DISTRICT, its
24 officers, agents, or employees, while acting as such, from all damages, costs or expenses to which any
25 of them shall be exposed or become obligated to pay by reason of liability imposed by law because of
26 damages to property or injury to or death of persons, provided that such was incurred or suffered as a
27 result of any act or omission by the CITY which is required of it by this agreement, or the operation,
28 supervision, control or sponsorship of any program or activity upon the DISTRICT's premises and
JOINTLY-DEVELOPED facilities. Both parties recognize that the CITY is self-insured for exposure
up to \$1,000,000 per occurrence, or such self-insured retention. However, the CITY shall add the

1 Board of Trustees of the Washoe County School District as an additional insured on any applicable
2 insurance policies pertaining to excess liability coverage exceeding the self-insured retention. In the
3 event the CITY does but is not required to purchase applicable insurance for liability now covered by
4 the self-insured retention, the Board of Trustees of the Washoe County School District will be named
5 as an additional insured. All applicable certificates of insurance will be provided to the DISTRICT.
6 This paragraph does not, nor is it intended, to be relied on by any third party nor does it broaden or
7 increase the CITY's legal liability to any person not a party to this agreement. The CITY shall retain
8 all rights, immunities, and defenses it is entitled to by law.

9
10 11.2. Both parties agree that the DISTRICT shall hold harmless and free from liability the CITY, its
11 officers, agents, or employees, while acting as such, from all damages, costs or expenses to which any
12 of them shall be exposed or become obligated to pay by reason of liability imposed by law because of
13 damages to property or injury to or death of persons, provided that such was incurred or suffered as a
14 result of any act or omission by the DISTRICT which is required of it by this agreement, or the
15 operation, supervision, control or sponsorship of any program or activity upon the CITY's premises
16 and JOINTLY-DEVELOPED facilities. Both parties recognize that the DISTRICT is self-insured for
17 exposure up to \$400,000 per occurrence, or such self-insured retention that may from time to time be
18 instituted and is precluded by law from providing a certificate of insurance on this self-insured
19 retention. However, the DISTRICT shall add the CITY as an additional insured on any applicable
20 insurance policies pertaining to excess liability coverage exceeding the self-insured retention. In the
21 event the DISTRICT does, but is not required to, purchase applicable insurance for liability now
22 covered by the self-insured retention, the CITY will be named as an additional insured. All applicable
23 certificates of insurance will be provided to the CITY. This paragraph does not, nor is it intended, to
24 be relied on by any third party nor does it broaden or increase the DISTRICT's legal liability to any
25 person not a party to this agreement. The DISTRICT shall retain all rights, immunities, and defenses it
26 is entitled to by law.

27
28 11.3. Hold Harmless, Release and Waiver of Liability regarding COVID-19: Both parties agree that
in contracting to use DISTRICT-DEVELOPED facilities, CITY-DEVELOPED facilities, and

1 JOINTLY-DEVELOPED facilities, both parties understand that anyone participating in any activity,
2 whether at the DISTRICT-DEVELOPED facilities, at CITY- DEVELOPED facilities, or JOINTLY-
3 DEVELOPED facilities, or traveling to and from the activity, can potentially encounter and contract a
4 disease or illness, including, but not limited to COVID-19, including from individuals carrying a virus
5 or disease, from airborne particles, particles on surfaces, or other means not yet discovered. Both
6 parties understand that illnesses and diseases can be quite severe and can result in injuries of all kinds,
7 including death, or serious disability. Both parties are voluntarily participating in the activities
8 referenced in this Agreement, including but not limited to, the use of DISTRICT-DEVELOPED
9 facilities, CITY-DEVELOPED facilities, and JOINTLY-DEVELOPED facilities, and associated
10 equipment/premises. Both parties agree to hold the other party harmless, and release and waive any
11 claims against the other party for any expenses, damages, or losses of any kind that one or both parties
12 may sustain from persons associated and/or contracting with each respective public agency if that
13 person contracts COVID-19 while using DISTRICT-DEVELOPED facilities, CITY-DEVELOPED
14 facilities, and JOINTLY-DEVELOPED facilities. The parties further agree that the CITY and its
15 respective council members, administrators, managers, employees, agents, heirs, family members,
16 assigns, representatives, affiliated persons, volunteers, sponsors, groups and others acting on its behalf
17 and the DISTRICT and its respective trustees, administrators, managers, employees, agents, heirs,
18 family members, assigns, representatives, affiliated persons, volunteers, sponsors, groups and others
19 acting on its behalf (hereafter referred to collectively as the "Releasees") shall not be liable for any
20 losses, injuries, or damages that one or both parties may sustain as a result of the potential exposure to
21 illnesses and diseases, including, but not limited to COVID-19 by persons associated and/or
22 contracting with each respective public agency while engaging in any of the activities while using
23 DISTRICT-DEVELOPED facilities, CITY-DEVELOPED facilities, and JOINTLY- DEVELOPED
24 facilities. Both parties fully and forever release, waive, and discharge all claims, demands, damages,
25 legal actions, causes of action, or rights of action (present or future) of any kind against the Releasees,
26 in any way related to illnesses or diseases, such as COVID-19, whether the claims are known,
27 unknown, anticipated, or unanticipated, and whether caused by the Releasees' ordinary negligence,
28 any act or omission on the part of any releasees, or other cause, or a party's participants, and the use of
or engaging in activities at the DISTRICT-DEVELOPED facilities, CITY-DEVELOPED facilities,

1 and JOINTLY-DEVELOPED facilities (or elsewhere with regard to field trips) at any time (hereafter
2 the “claims”). This waiver and release of liability includes claims pertaining to, without limitation, any
3 activities, instruction, or supervision by releasees resulting in potential contact with COVID-19 or
4 other illnesses and diseases by persons associated and/or contracting with each respective public
5 agency. This release of liability also expressly includes a release for any and all claims related to
6 losses sustained from exposure to illnesses and diseases, such as COVID-19.

7
8 **12. TERM**

9
10 12.1. It is the intent of both parties that this AGREEMENT shall continue in perpetuity consistent
11 with applicable laws and regulations pertaining to inter-local agreements by governmental agencies.
12 Except as provided for in paragraphs 12.2 and 12.3 below, proposed amendments shall be discussed
13 during one of the two annual meetings pursuant to paragraphs 9.3.1 and 9.3.2, and if recommended for
14 adoption, shall be submitted to the respective governing bodies for approval.

15
16 12.2. Changes to maintenance responsibilities on Exhibits A and B may be modified upon mutual
17 consent by CITY Director of Parks and Recreation, their successors or assignees and DISTRICT Chief
18 Facilities Management Officer, their successors or assigns. Changes shall be approved during one of
19 the two annual meetings pursuant to paragraphs 9.3.1 and 9.3.2 and effective the first day of the
20 following month unless another date is otherwise agreed.

21
22 12.3. Additions or deletions to the facilities listed on Exhibits A and B may be made by mutual
23 consent by CITY Director of Parks and Recreation, their successor or assign, and DISTRICT Chief
24 Facilities Management Officer, their successors or assigns. Changes shall be approved during one of
25 the two annual meetings pursuant to paragraphs 9.3.1 and 9.3.2 and effective the first day of the
26 following month unless another date is otherwise agreed.

27
28 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.

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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 _____, 2024.

CITY OF RENO:

WASHOE COUNTY SCHOOL DISTRICT:

Mayor

Superintendent

City Clerk

Clerk of the Board of Trustees

City Attorney

District Attorney

Approved as to legal form

Approved as to legal form

ATTACHMENTS

- Exhibit A WCSD/City of Reno Jointly Developed Areas
- Exhibit B District Developed Facilities
- Exhibit C NRS 393.071 Use of School Property for Public Purposes
- Exhibit D Site Maps

Exhibit A–WCSD/CITY OF RENO JOINTLY DEVELOPED AREAS

| Site | Address/Zip Code | Joint Maintenance Areas |
|--|---------------------------------|---|
| Anderson Elementary School | 1055 Berrum Lane 89509 | Turf field, irrigation system, backstop, players benches, DG infield and warning track. |
| Beck Elementary School | 1900 Sharon Way 89509 | Turf field, irrigation system. |
| Billinghurst Middle School | 6685 Chesterfield Lane 89523 | Turf field, irrigation system, backstop, DG infield and warning track. |
| Cannan Elementary School | 2450 Cannan Street 89502 | Turf field, irrigation system, backstop, DG infield trees along Silverada Blvd. |
| Clayton Middle School (Northwest Park) | 1295 Wyoming Avenue 89503 | Ballfield and soccer fields and turf, turf around fields and courts, irrigation systems, tennis and multi-sport courts, trees and shrubs in turf area. Restroom and concession maintenance not charged to WCSD. |
| Depoali Middle School (Double Diamond Park) | 9300 Wilbur May Pkwy 89521 | Baseball and soccer fields, turf, irrigation system, backstops and ballfield fencing, benches, bleachers, warning tracks, sidewalks. |
| Loder Elementary School | 600 Apple Street 89502 | Turf field, irrigation system, backstop, players benches, bleachers, DG infield, trees along Apple St, extended height fencing adjacent to fields. |
| O'Brien Middle School | 5000 Silver Lake Blvd 89506 | Upper ballfield and turf, DG infields, irrigation systems, trees and shrubs in field area. Restroom maintenance not charged to WCSD. |
| Pine Middle School | 4800 Neil Road 89502 | Ballfield and surrounding turf, irrigation systems, tennis courts, trees and shrubs in turf area. WCSD maintains jogging track and open underdeveloped area north of ballfield. |
| Silver Lake Elementary School | 8719 Silver Lake Blvd 89506 | Ballfield and soccer field, surrounding turf, irrigation systems, fence between playground and ballfield, playground between school and park, trees and shrubs in turf area. |
| Swope Middle School | 901 Keele Drive 89509 | Baseball fields, track infield, surrounding turf, irrigation systems, bleacher structure. Maintenance of interior of structure not charged to WCSD. |
| Traner Middle School | 1700 Carville Drive 89512 | Turf field, irrigation system, infields, backstops, bleachers. Area around pool not charged to WCSD. |

| Site | Address/Zip Code | Joint Maintenance Areas |
|------------------------------|--------------------------------|--|
| Vaughn Middle School | 1200 Bresson Ave 89502 | Ballfield and turf field, irrigation system, infields, backstops, field lights WCSD maintains jogging track. Leagues maintain restrooms pursuant to agreement with school. |
| Warner Elementary School | 3075 Heights Drive 89503 | Turf field, irrigation system, infields, backstops, trees along Everett. |
| Westergard Elementary School | 1785 Ambassador Drive 89523 | Turf field, irrigation system, infield, backstop. |

Exhibit B-DISTRICT DEVELOPED FACILITIES

| Site | Address | Joint Maintenance |
|---------------------------|--------------------------------|---|
| Corbett Elementary School | 1901 Villanova Drive 89502 | Turf field, irrigation system, backstop, DG infield. |
| Dodson Elementary School | 4355 Houston Drive 89502 | Turf field (mowing only). |
| Duncan Elementary School | 1200 Montello Street 89512 | Turf field, irrigation system, backstops, DG infields. |
| Mathews Elementary School | 2750 Elementary Drive 89512 | Turf field, irrigation system. |

EXHIBIT C NEVADA REVISED STATUTE (NRS) 393.071 - 393.0719
USE OF SCHOOL PROPERTY FOR PUBLIC PURPOSES

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. MAPS

Anderson Elementary School
Billinghurst Middle School
Beck Elementary School
Cannon Elementary School
Clayton Middle School
Corbett Elementary School
Depoali Middle School
Dodson Middle School
Duncan Elementary School
Echo Loder Elementary School
Matthews Elementary School
O'Brien Middle School
Pine Middle School
Silver Lake Elementary School
Swope Middle School
Vaughn Middle School
Warner Elementary School
Westergard Elementary School

ANDERSON ELEMENTARY SCHOOL
1055 BERRILL BLVD. RENO, NEVADA



Washoe County
School District

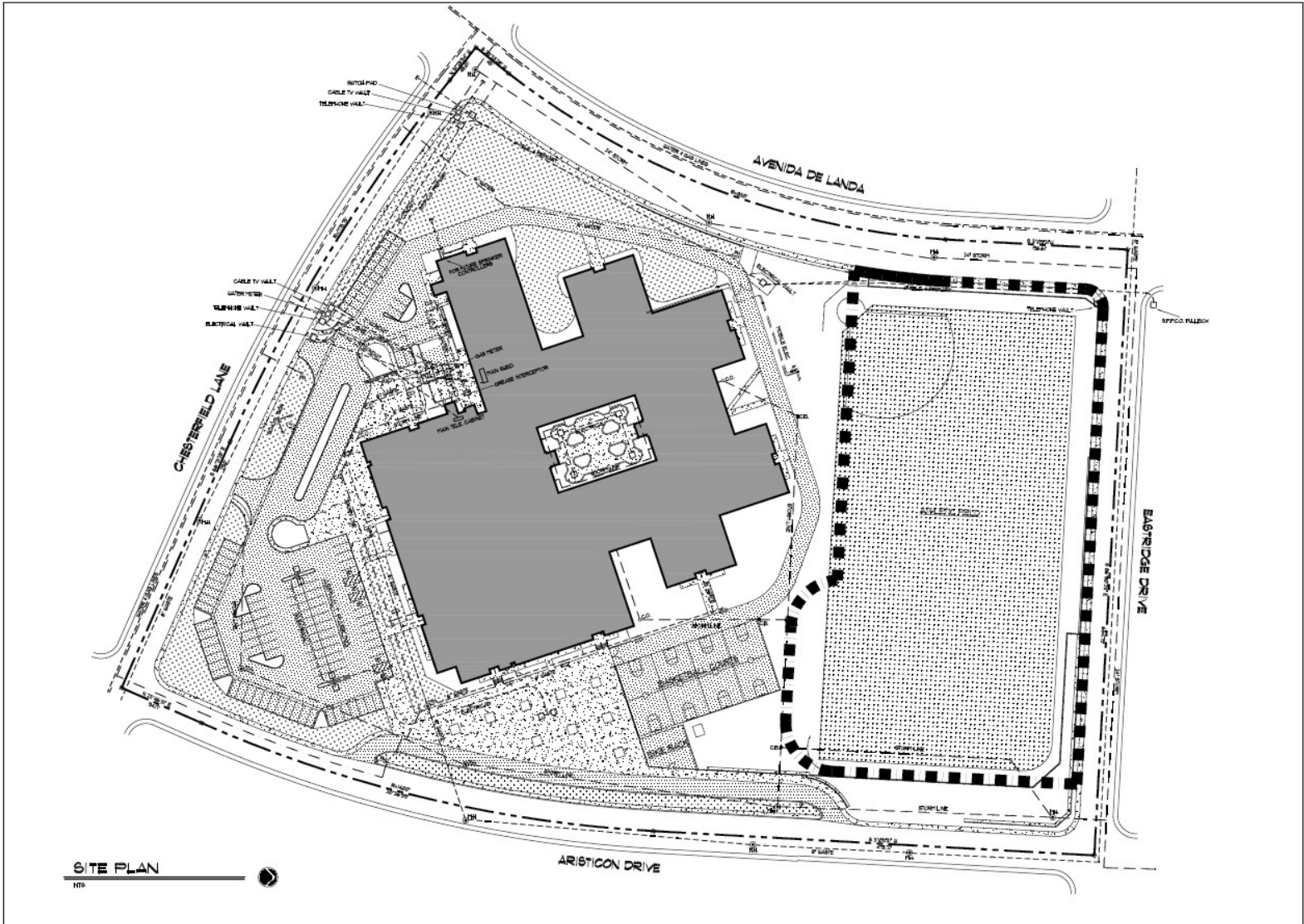
DATE: 6/1/87
 DRAWN BY: B. WILLIAMS
 SCALE: NOTED
 JOB #: 102-5

SITE PLAN

C-1



Billinghurst Middle School

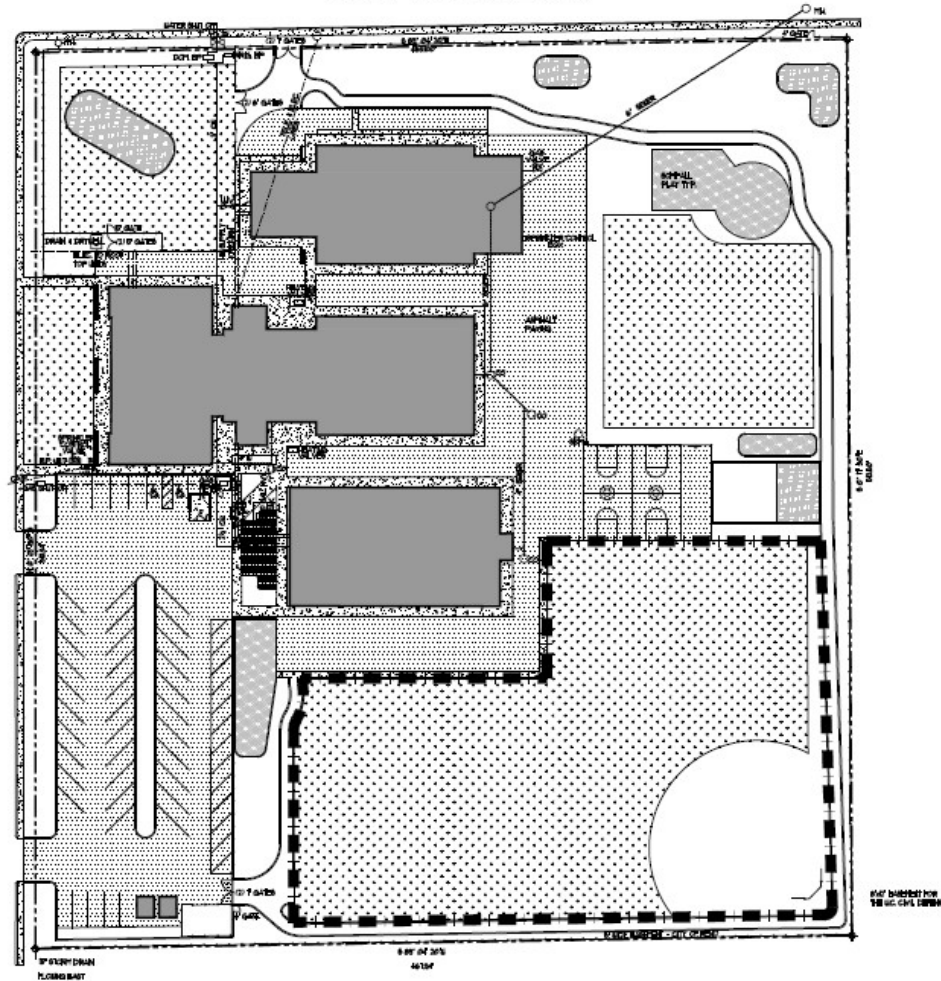


Beck Elementary School

SITE PLAN
1/17/16

SHARON WAY

WEST PLUMB LANE



PROFESSIONAL
SEAL

JESSIE BECK ELEMENTARY SCHOOL
1900 SHARON WAY RENO, NEVADA
PLANNING, DESIGN, ARCHITECTURE & CONSTRUCTION DEPARTMENT
1400 SOUTH TULSA STREET RENO, NEVADA 775 344-0000 (775) 344-0000 FAX

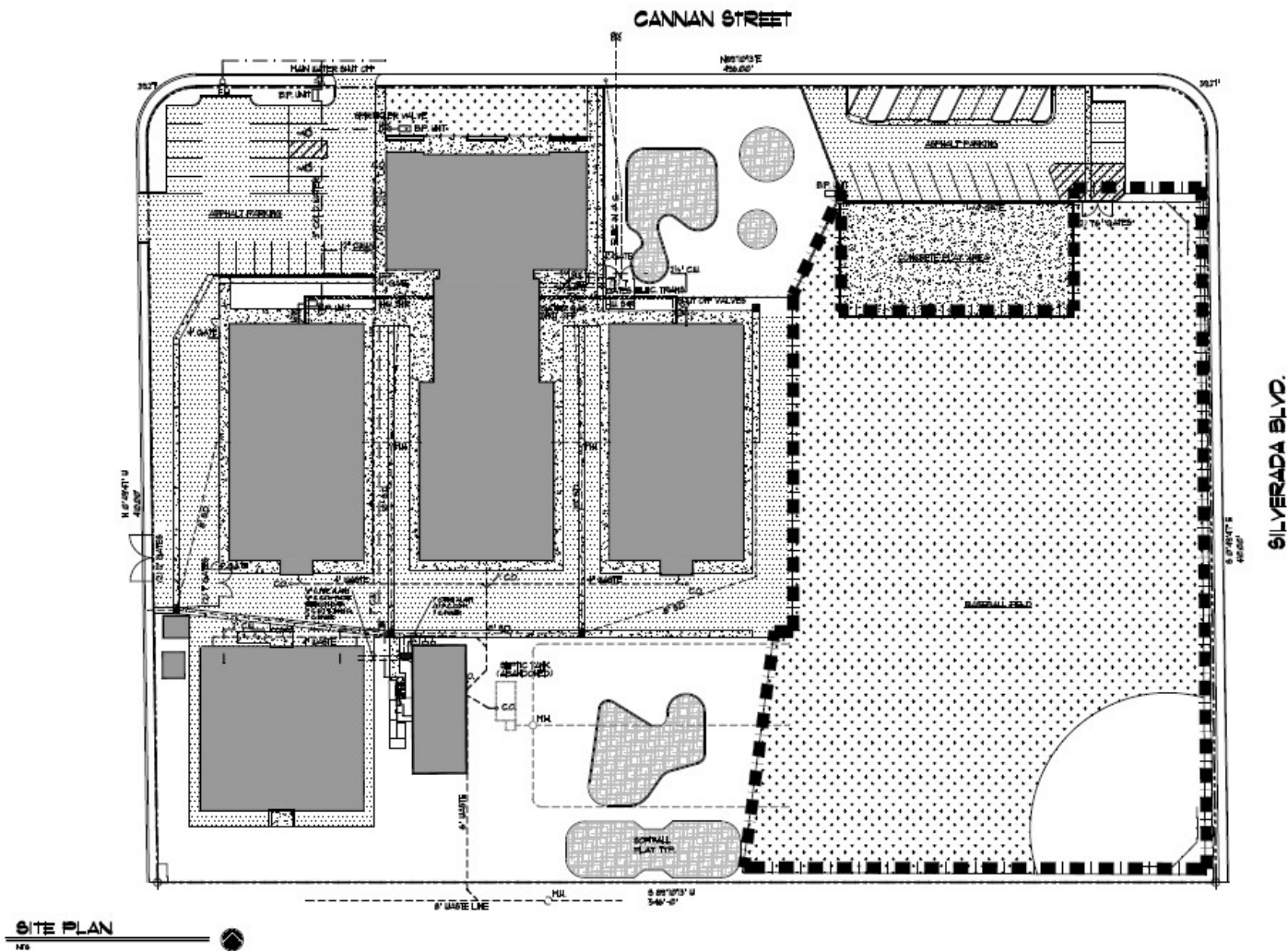


DATE: 6/27/17
DRAWN BY: B. WILLIAMS
SCALE: NOTED
CITY: 104-6

WTE PLAN
SHEET

C-1

Cannon Elementary School



PROFESSIONAL
SEAL

RTA CANNAN ELEMENTARY SCHOOL
2450 CANNAN ST. RENO, NEVADA
PLANT FOR FIELD DESIGN - ARCHITECTURE & CONSTRUCTION SERVICES
740 SOUTH VALLEJO STREET RENO, NEVADA 775 846-0775 846-0775



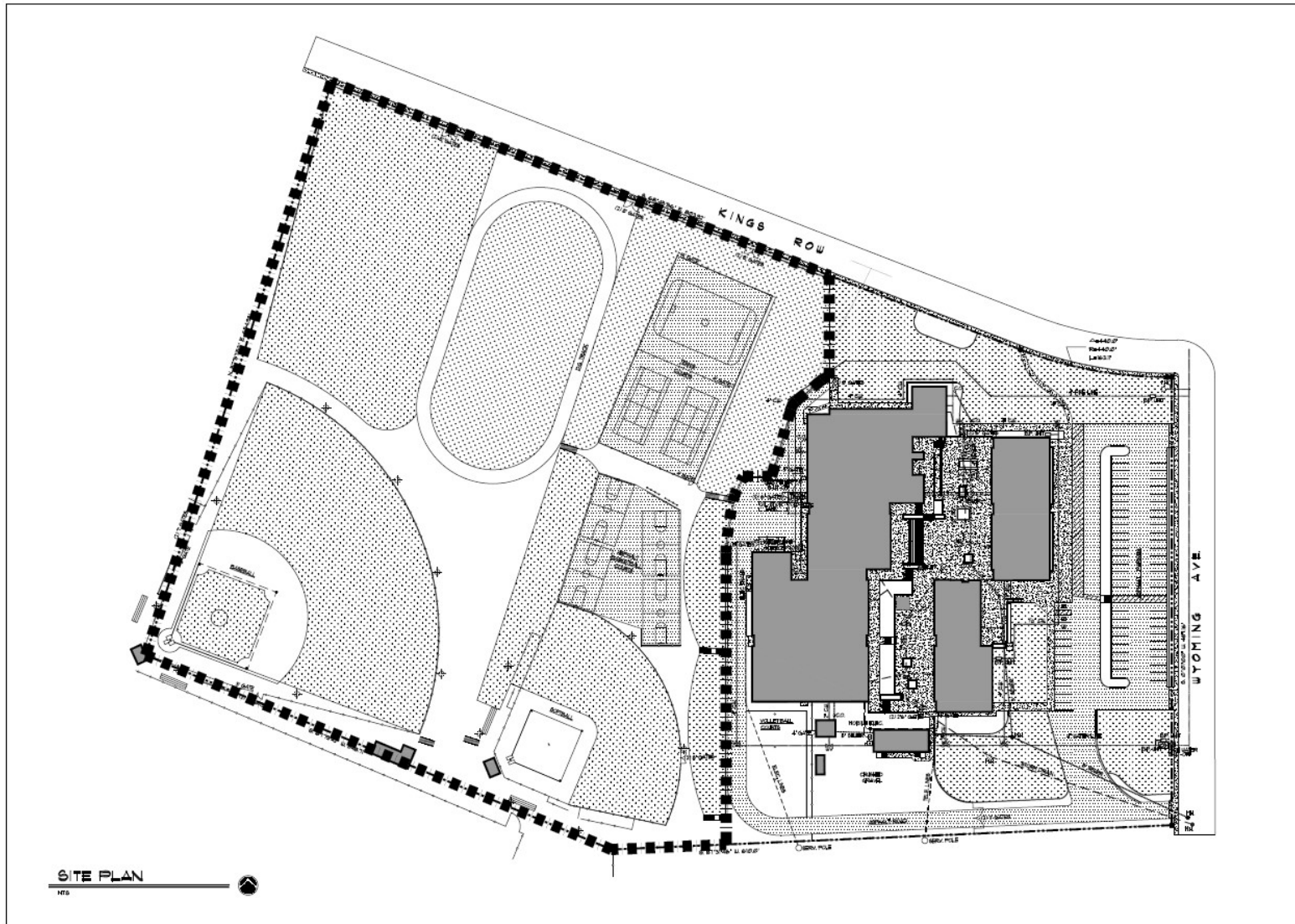
Washoe County
School District

DATE: 05/05/07
DRAWN BY: D. HILL/16
SCALE: NOTED
SHEET: 10-6

SITE PLAN
10014

C-1

Clayton Middle School



PROFESSIONAL
SEAL

CLAYTON MIDDLE SCHOOL
1295 WYOMING AVE. RENO, NEVADA



DATE: 10-07-05
DRAWN BY: B. WILLIAMS
SCALE: NOTED
JOB: 1005-05

SITE PLAN
SHEET

C-1

The site plan illustrates the proposed development at 10000 Villa Nova Lane. The plan features a central building complex with multiple interconnected rectangular footprints. To the right of the main building is a large, irregularly shaped area with a stippled pattern, likely representing a landscaped or undeveloped portion of the site. Below the main building complex are two distinct parking areas, each labeled 'PARKING'. The site is bordered by Villa Nova Lane to the south. Various other features are labeled, including 'LANDSCAPING', 'WALKWAY', 'CIRCULAR DRIVE', and 'TOTAL AREA 100,000'. The plan also shows existing structures and landscaping elements, with dimensions and area calculations provided for various sections.

ROGER CORBETT ELEMENTARY SCHOOL,
1901 VILLANOVA DRIVE, RENO, NEVADA
PLANT FACILITIES DESIGN—ARCHITECTURE & CONSTRUCTION DEPARTMENT
7055 SOUTH VIRGINIA STREET, RENO, NEVADA (775) 894-6700 (775) 894-6813 FAX



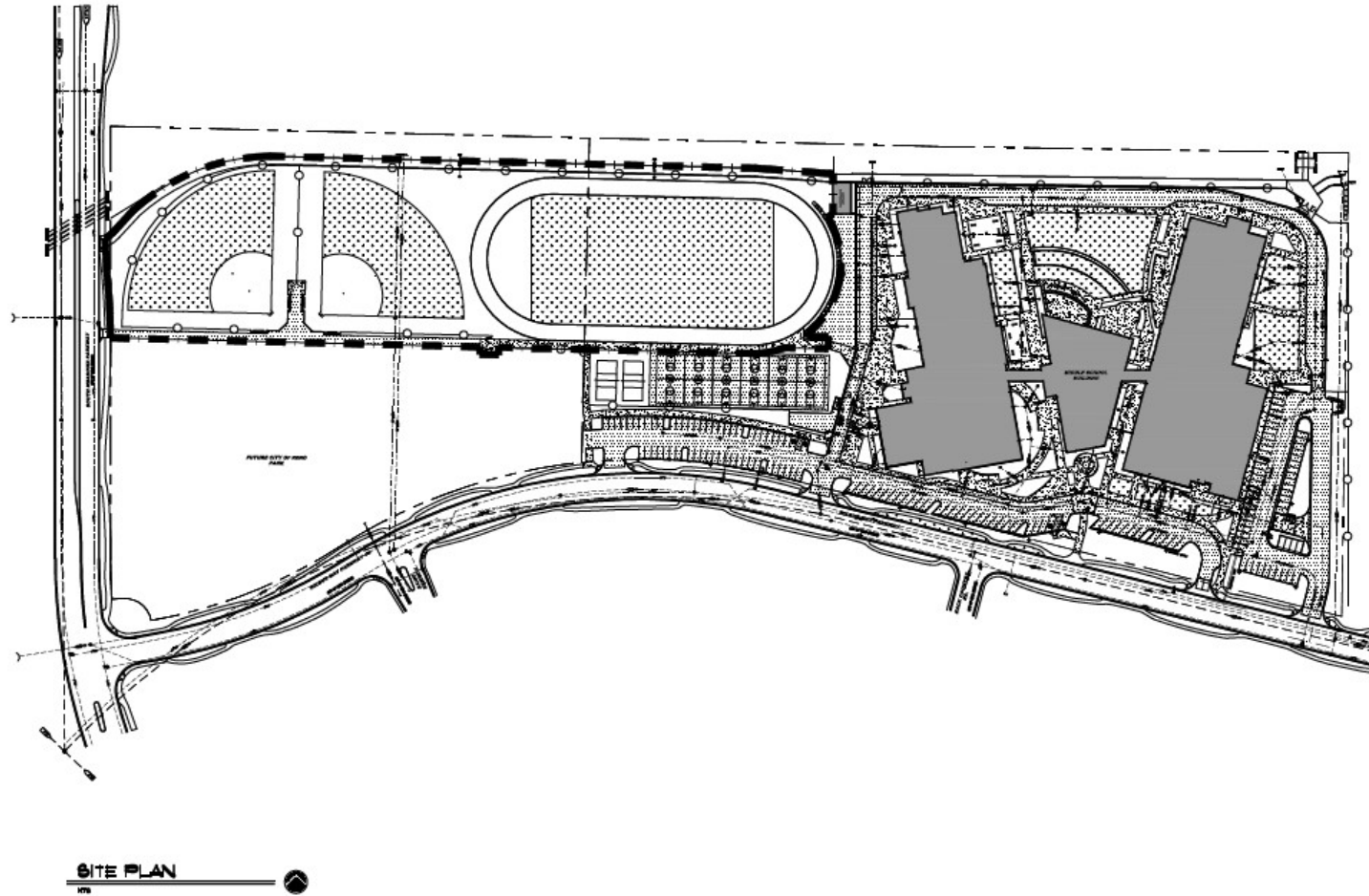
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SCALE: NOTED
JOB #: 12-6

SITE PLAN

C-1

Depoali Middle School

PROFESSIONAL
SEAL



DEPOALI MIDDLE SCHOOL
9300 WILBUR WAY, RENO, NEVADA 89511

PLANT FACILITIES DESIGN - ARCHITECTURE & CONSULTING ENGINEERING
SCHOOL DISTRICT PLANNING & DESIGN, INC. RENO, NEVADA

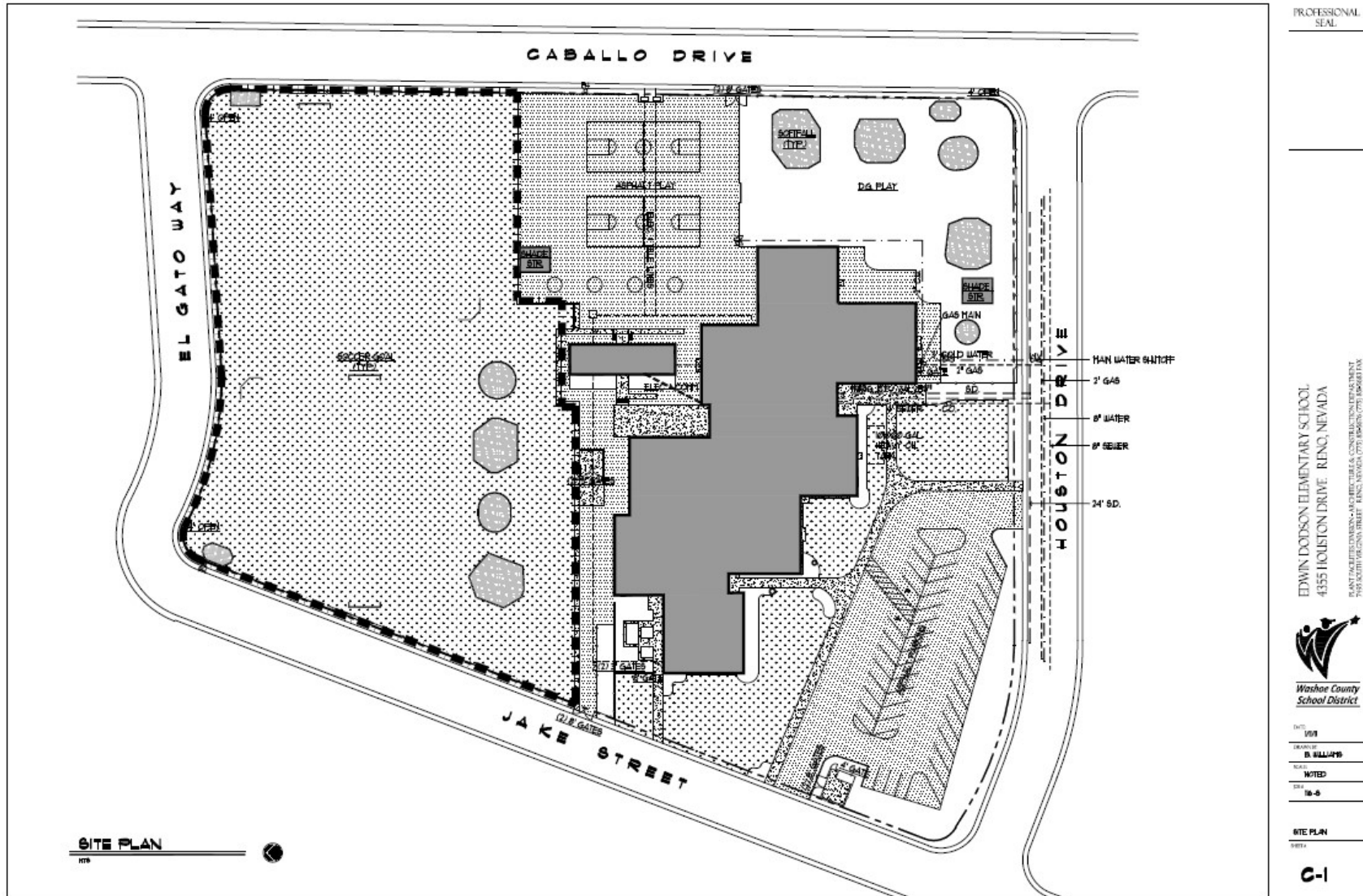


DATE
4/16/15
DRAWN BY
B. WILLIAMS
SCALE
NOTED
JOB
2015-0

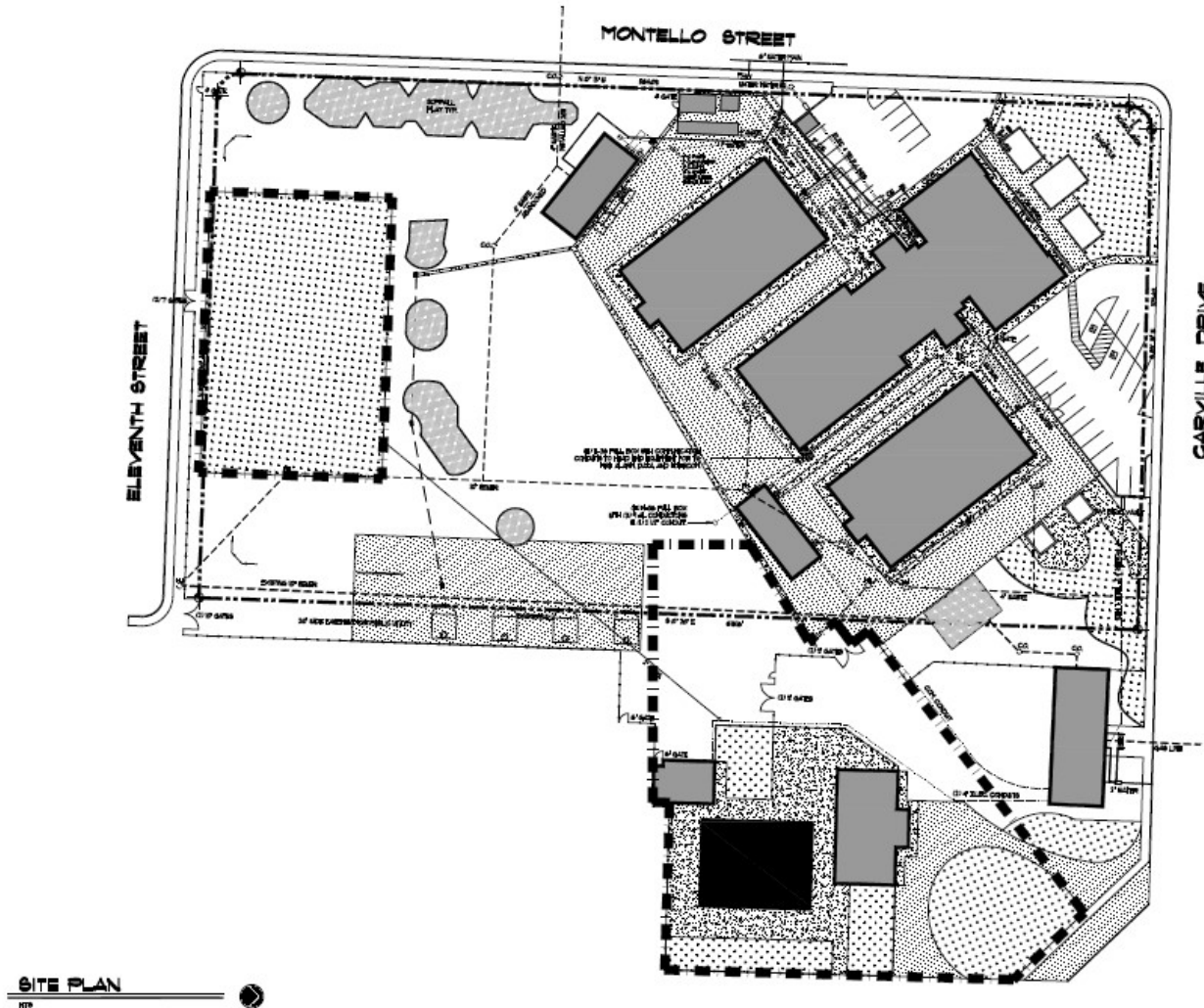
SITE PLAN
SHEET 1

C-1

Dodson Middle School



Duncan Elementary School



SITE PLAN

PROFESSIONAL
SEAL

GLENN DUNCAN ELEMENTARY SCHOOL
1200 MONTELLO STREET RENO, NEVADA
PLANT FOR THE DUNCAN, AND ARCHITECTURAL CONSULTANTS FOR THE
7400 SOUTH VALLEJO STREET RENO, NEVADA (775) 840-0770 (775) 840-0770

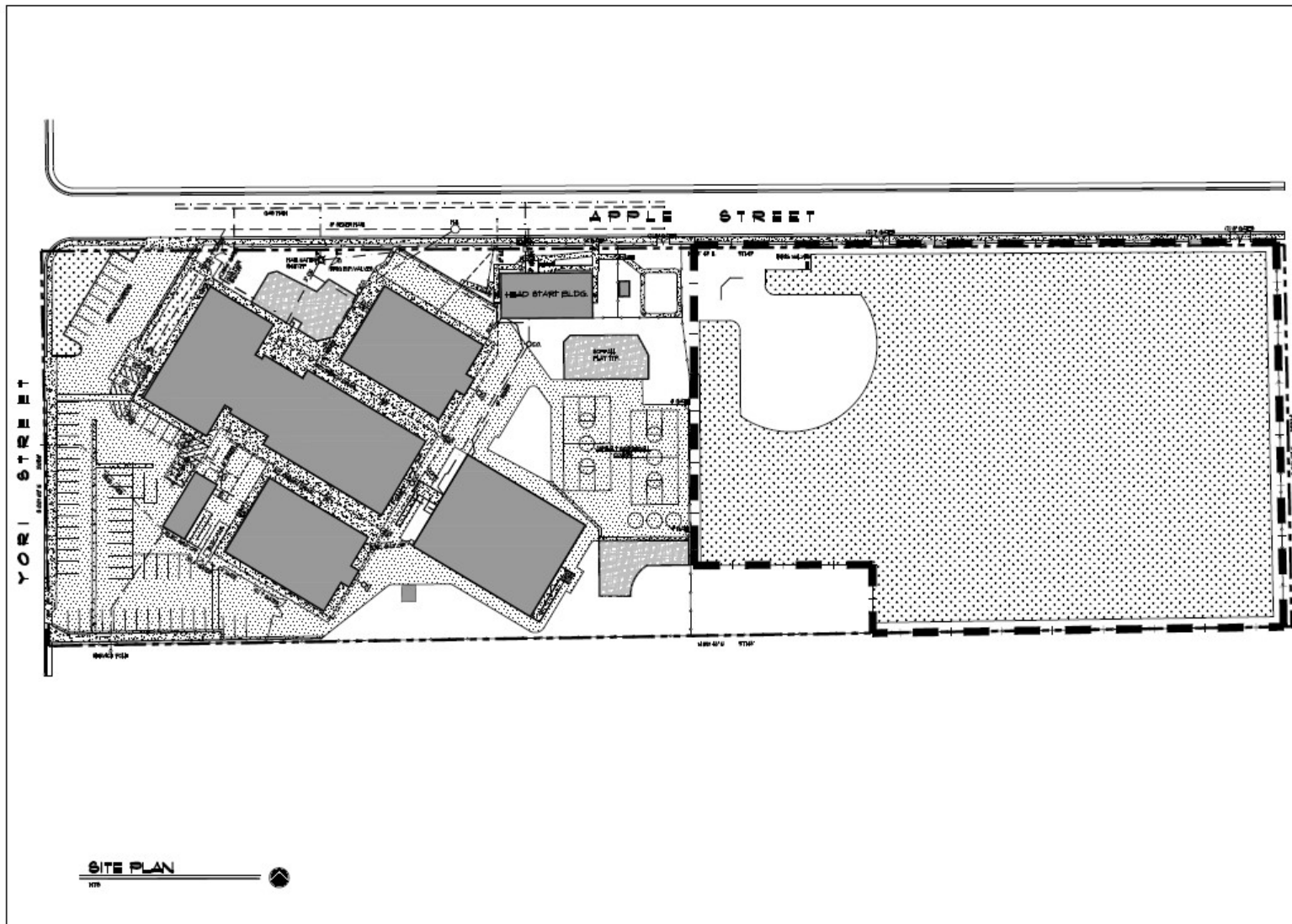


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DRAWN BY: B. WILLIAMS
SCALE: NOTED
SHEET: SP-6

SITE PLAN
SHEET

C-1

Echo Loder Elementary School



PROFESSIONAL
SEAL

ECHO LODER ELEMENTARY SCHOOL
600 APPLE STREET RENO, NEVADA
PLANNED BY: WASHOE COUNTY SCHOOL DISTRICT
DESIGNED BY: WASHOE COUNTY SCHOOL DISTRICT
DRAWN BY: WASHOE COUNTY SCHOOL DISTRICT

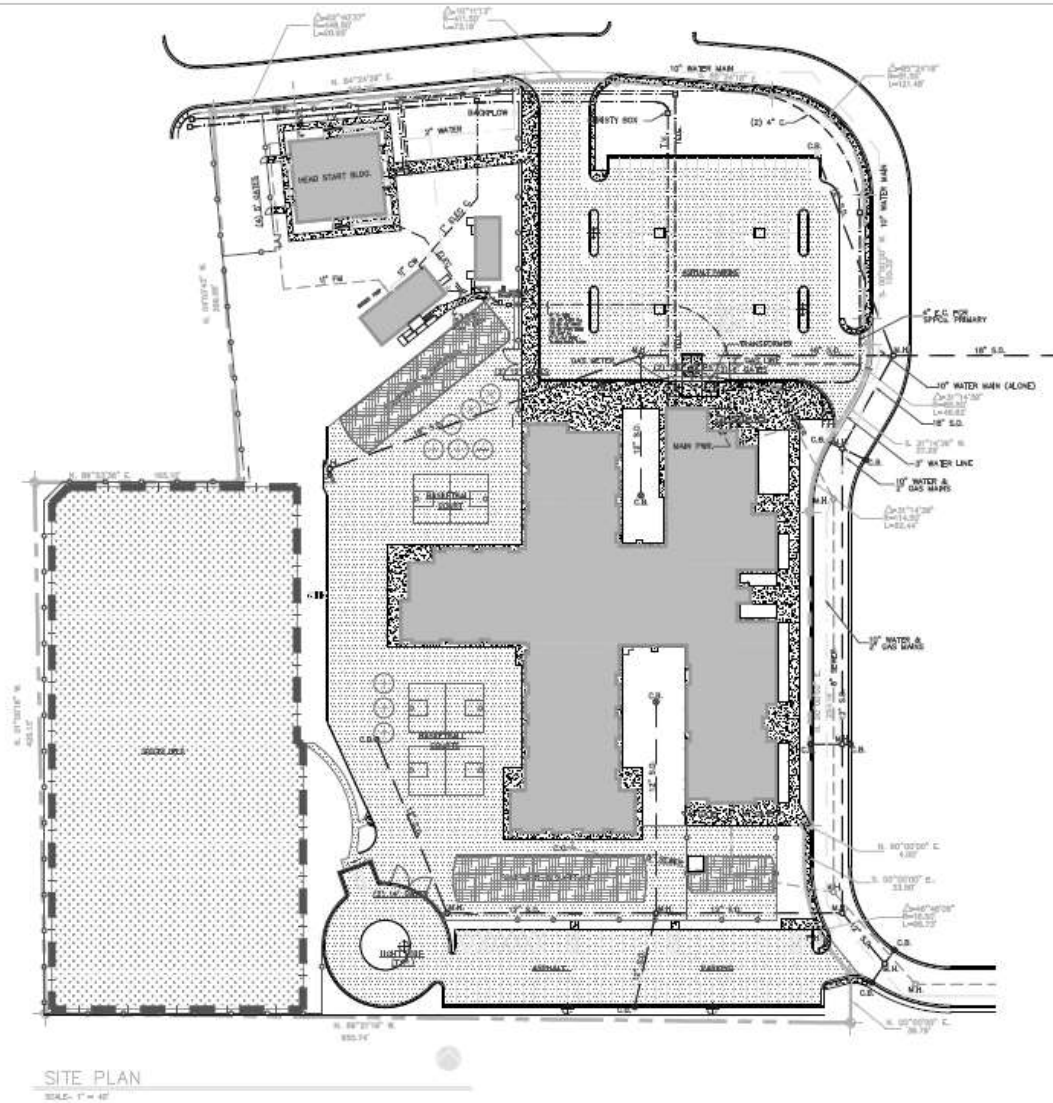


DATE: 10/11
DESIGNED BY: D. BULLARD
SCALE: NOTED
SHEET: 142-5

SITE PLAN
SHEET

C-1

Matthews Elementary School



| PLAN INFORMATION | |
|------------------|-----------------|
| BY: HGA | DATE: 04/10/16 |
| FOR: HGA | PROJECT: 160000 |
| PROJECT: 160000 | DATE: 04/10/16 |
| BY: HGA | PROJECT: 160000 |
| DATE: 04/10/16 | PROJECT: 160000 |
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| DATE: 04/10/16 | PROJECT: 160000 |

PROFESSIONAL
SEAL

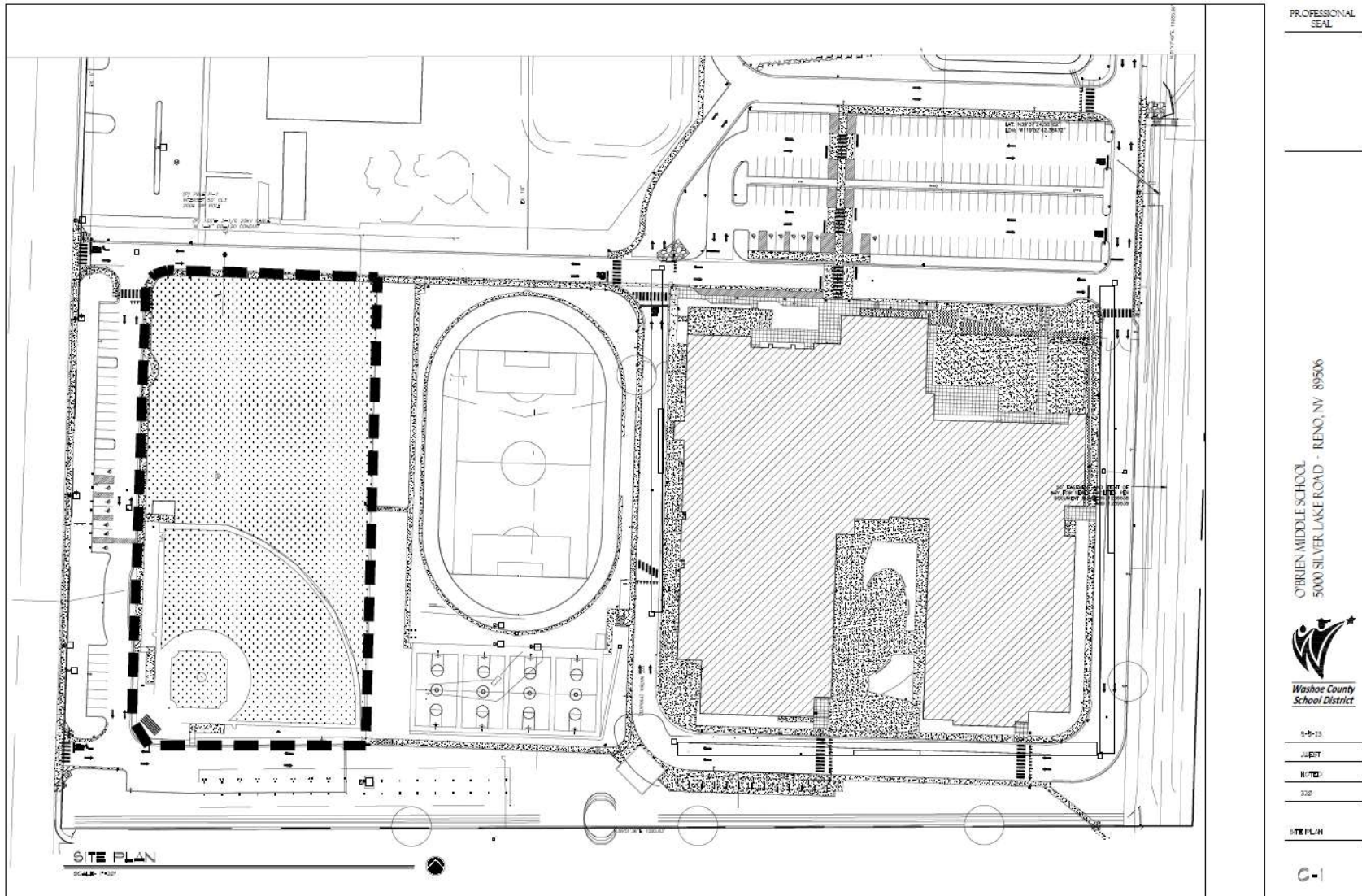
BERNICE MATTHEWS ELEMENTARY SCHOOL
2750 ELEMENTARY SCHOOL, RENO, NEVADA
PLANT MATERIALS - ARCHITECTURE & CONSTRUCTION
1000 SOUTH 1ST STREET, RENO, NV 95601 (775) 333-0000



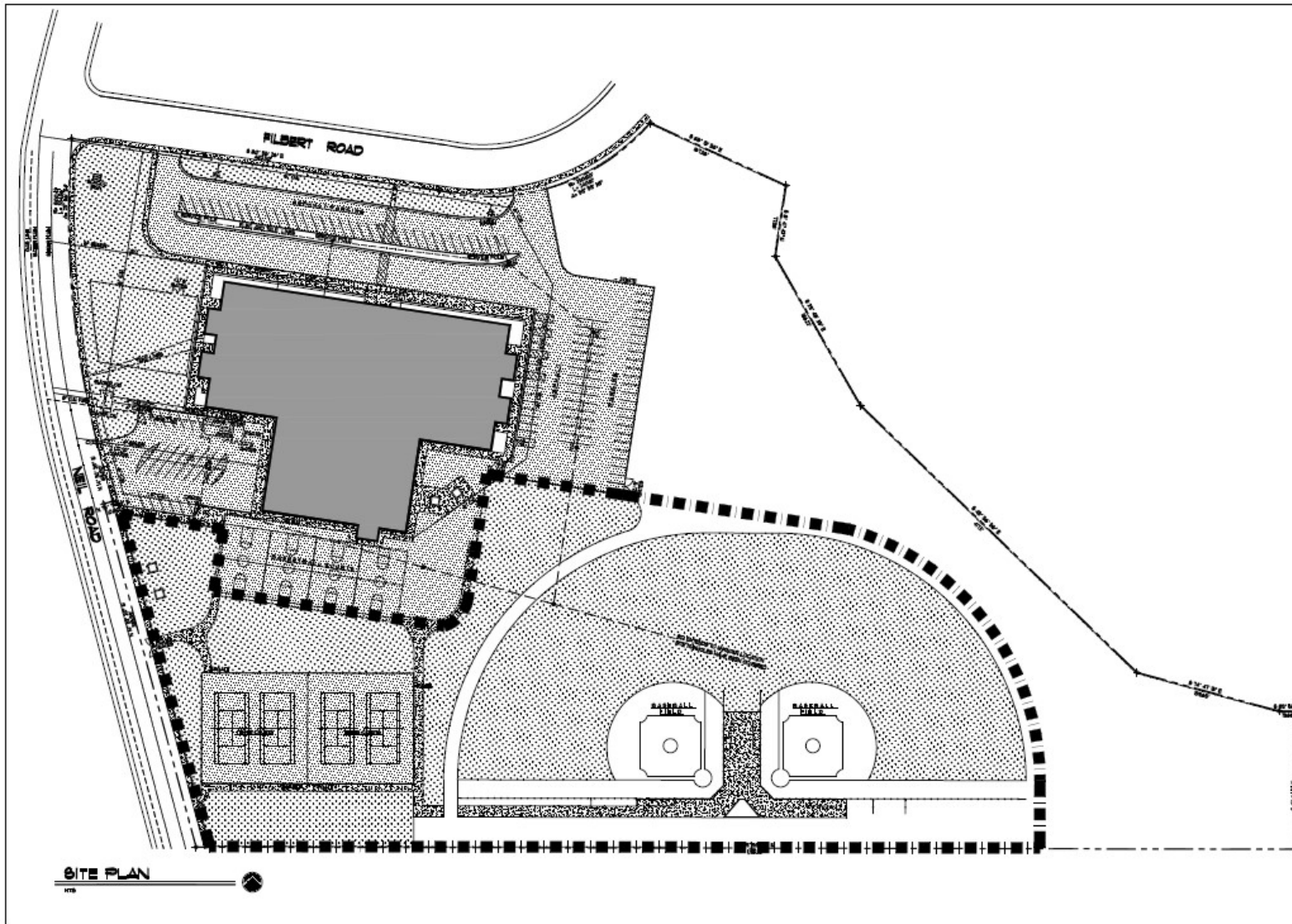
DATE: 04/10/16
DRAWN BY: J. HILLMAN
SCALE: 1" = 40'
REV: 1

SITE PLAN
SHEET: C-1

O'Brien Middle School



Pine Middle School



PROFESSIONAL
SEAL

EDWARD PINE MIDDLE SCHOOL
4800 NIEL ROAD RENO, NEVADA

PLANT MATERIALS, HARDWARE, TIME & MATERIALS ESTIMATES
FOR SCHOOL CONSTRUCTION - RENO, NEVADA (775) 344-1111



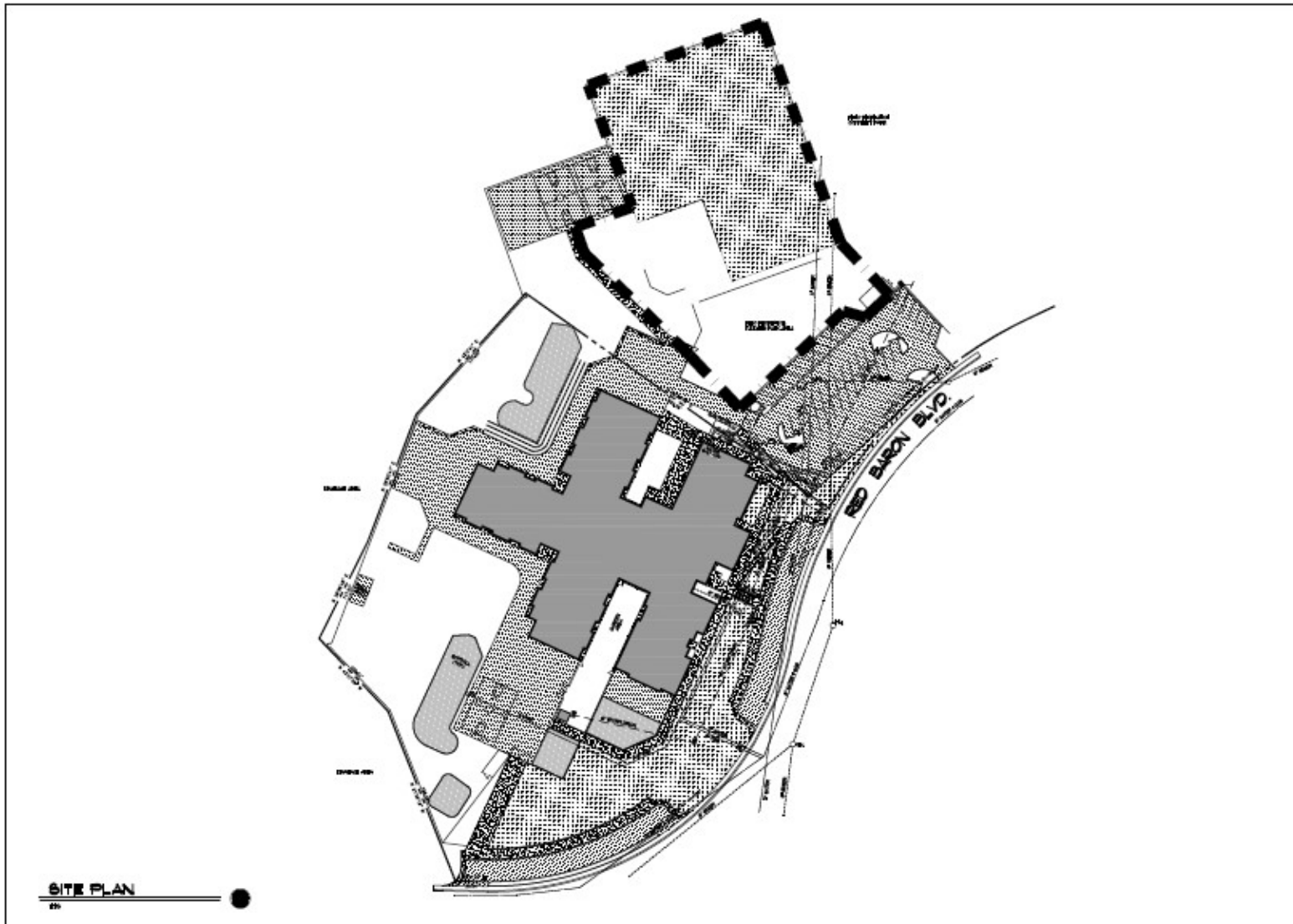
Washoe County
School District

DATE: 5/25/08
DRAWN BY: B. HALL/PH
NOTED:
SHEET: 305-5

SITE PLAN
SHEET

C-1

Silver Lake Elementary School



PROFESSIONAL
SEAL

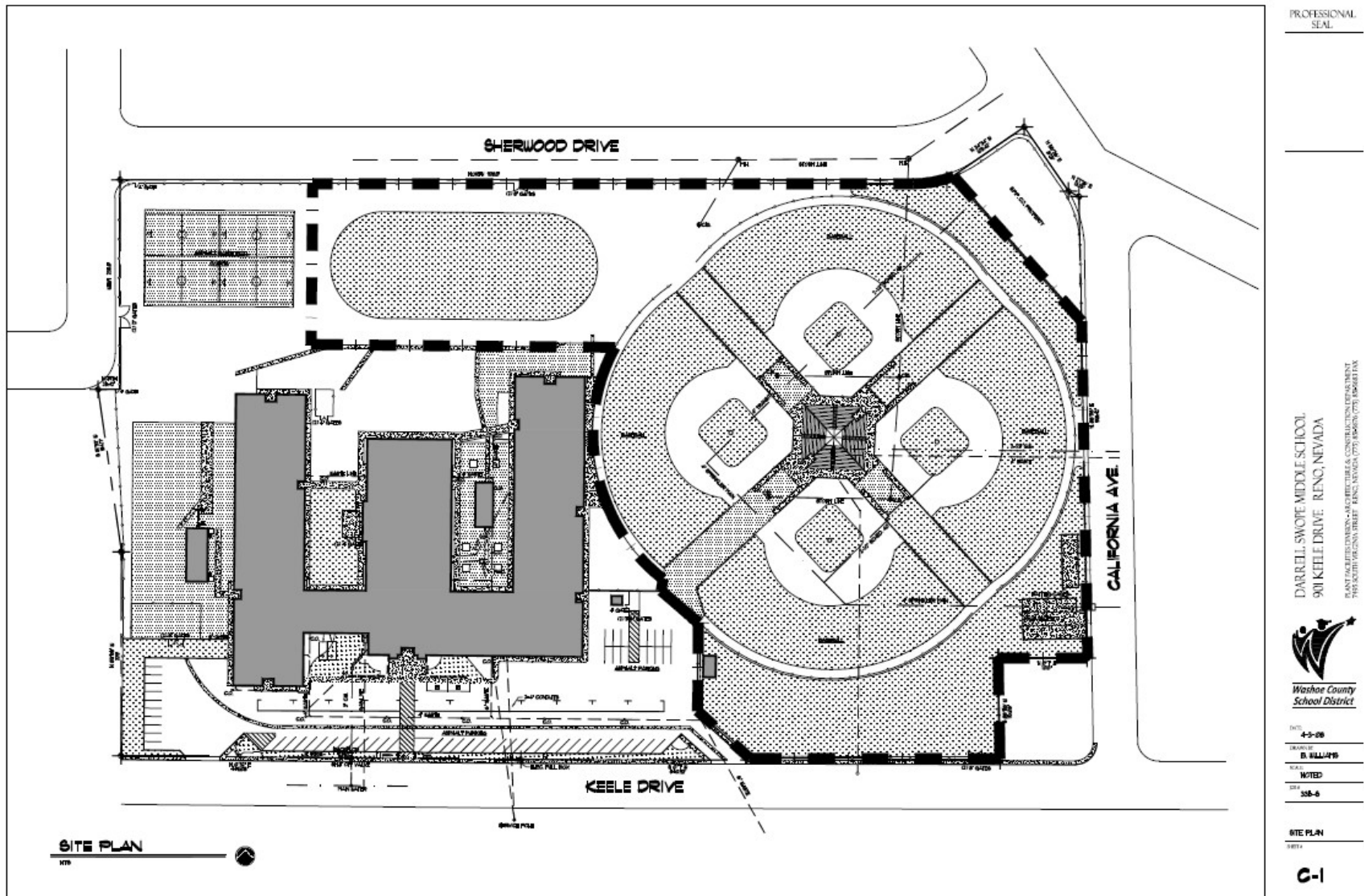
SILVER LAKE ELEMENTARY SCHOOL
8719 RED BLUFF BLVD. RENO, NEVADA
PLANNED BY: J. B. BROWN & ASSOCIATES, INC.
705 SOUTH WILSON STREET RENO, NEVADA 95701



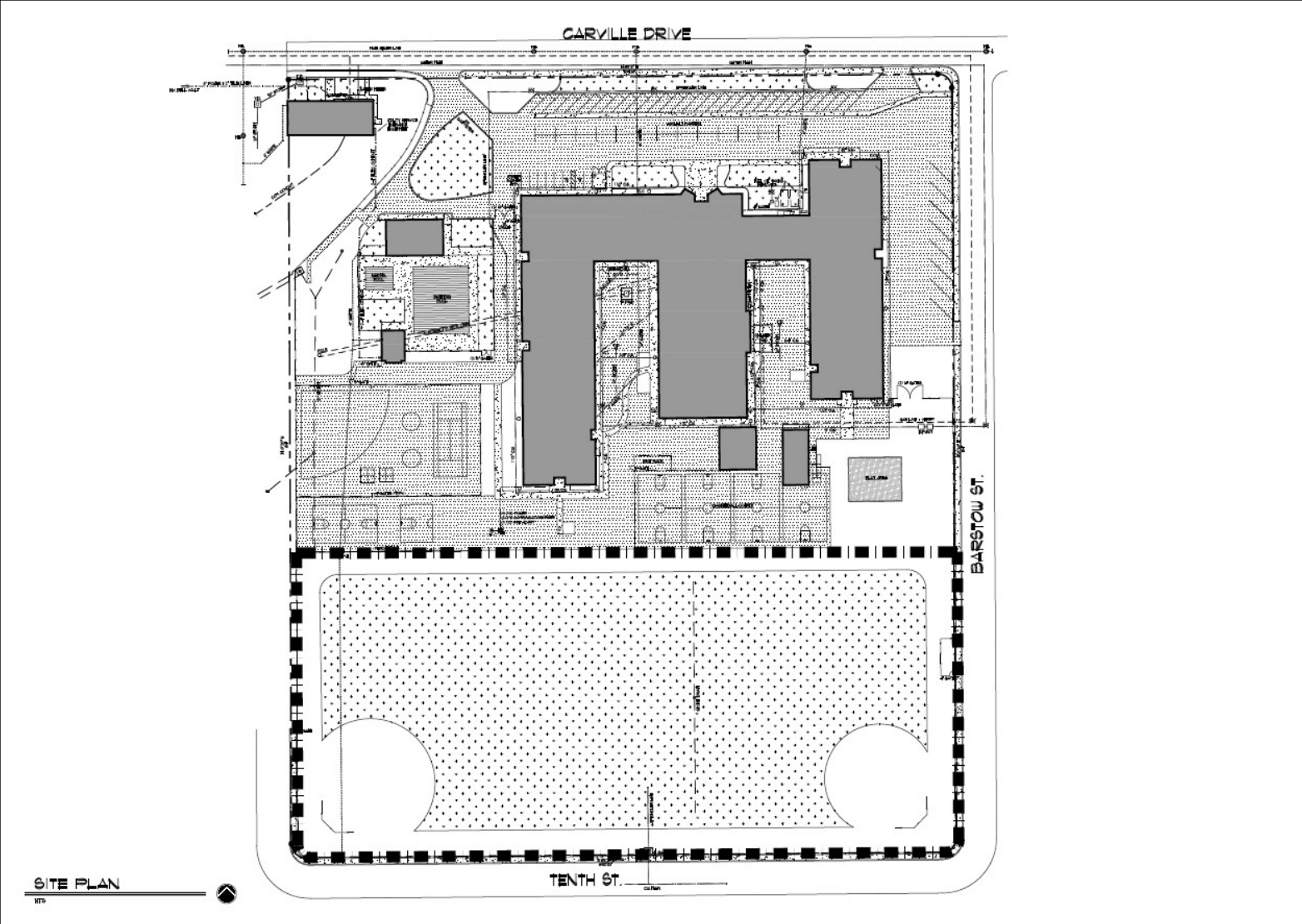
DATE: 1/15
BY: J. B. BROWN
CHECKED: J. B. BROWN
DATE: 1/15
DATE: 1/15

C-1

Swope Middle School



Traner Middle School



PROFESSIONAL
SEAL

FRED TRANER MIDDLE SCHOOL
1700 CARVILLE DRIVE RENO, NEVADA
PLANT FACILITIES DIVISION - ARCHITECTURE & CONSTRUCTION DEPARTMENT
7905 SOUTH VIRGINIA STREET RENO, NEVADA 775 8566075 (775) 8566033 FAX

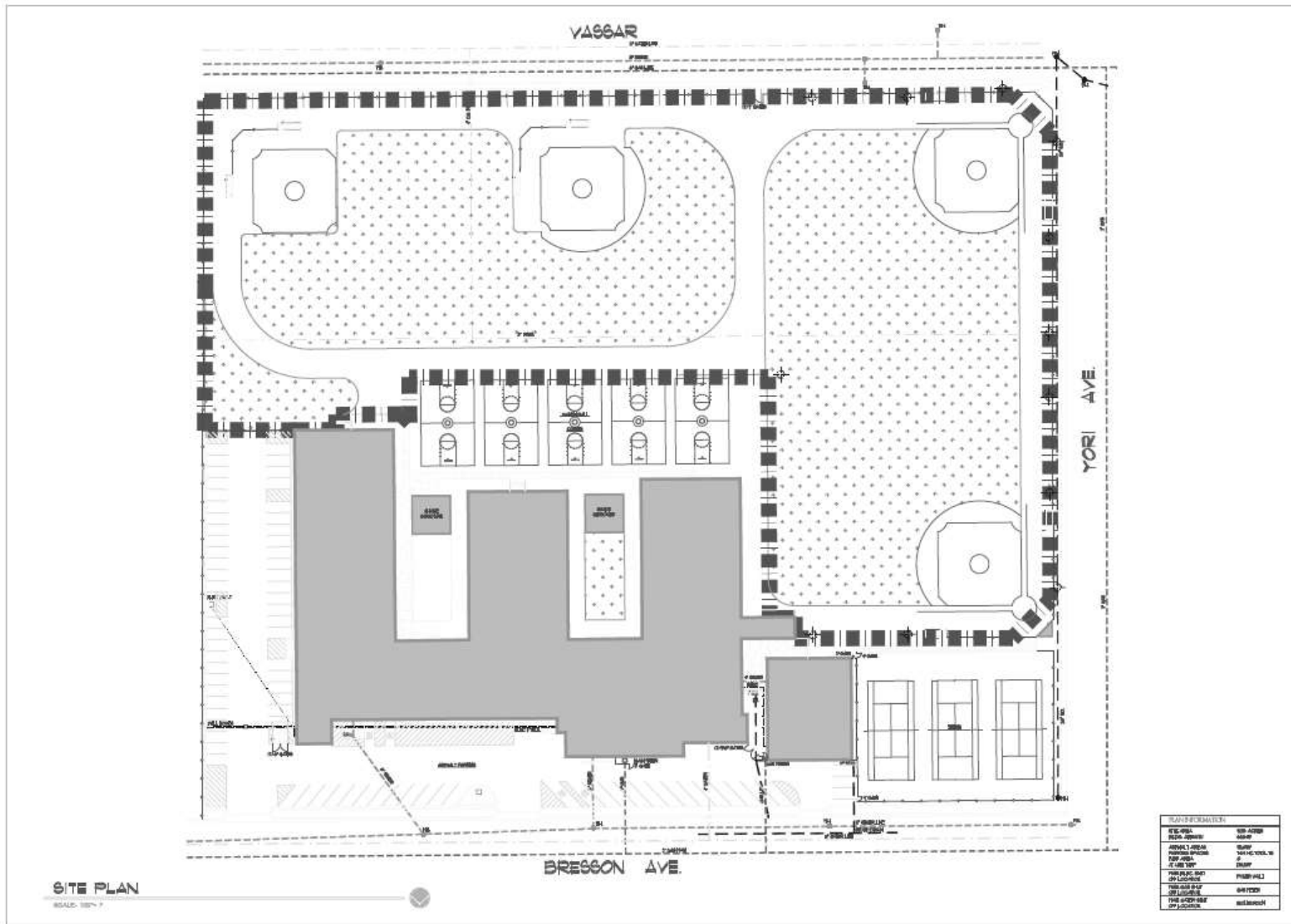


DATE: 1/20/13
DRAWN BY: B. WILLIAMS
SCALE: NOTED
SHEET: 546-5

SITE PLAN

C-1

Vaughn Middle School



PROFESSIONAL
SEAL

E. OTIS VAUGHN MIDDLE SCHOOL
1200 BRESSON AVE. RENO, NEVADA
PLANNED BY: E. OTIS VAUGHN MIDDLE SCHOOL DISTRICT
DESIGNED BY: E. OTIS VAUGHN MIDDLE SCHOOL DISTRICT

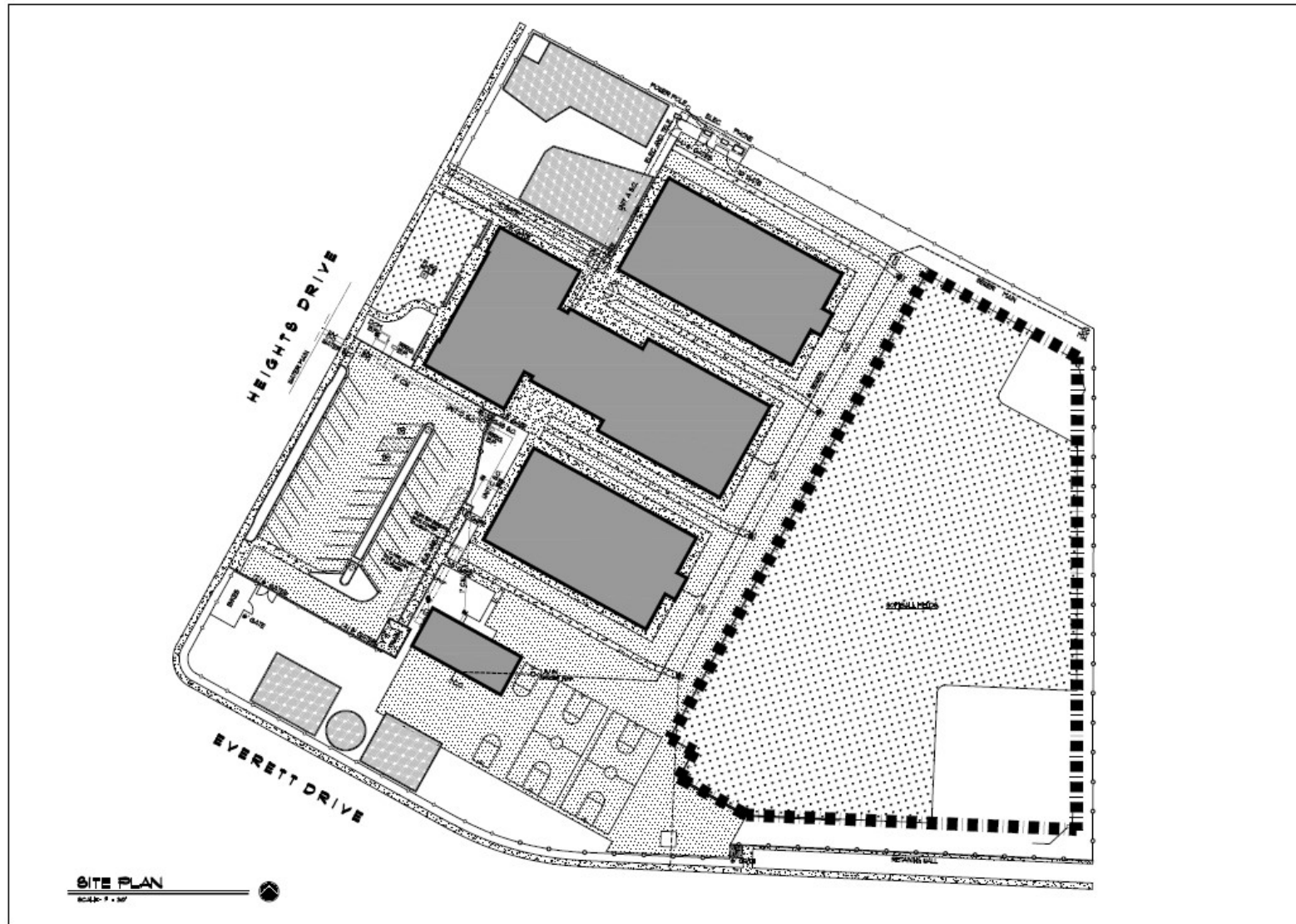


DATE: 10/1/10
DRAWN BY: E. OTIS VAUGHN
CHECKED BY: E. OTIS VAUGHN
DATE: 10/1/10

SHEET NO. 1

C-1

Warner Elementary School



PROFESSIONAL
SEAL

GRACE WARNER ELEMENTARY SCHOOL
3075 HEIGHTS DRIVE RENO, NEVADA
PLANNING, DESIGN, ARCHITECTURE & CONSTRUCTION DEPARTMENT
1400 SOUTH VALLEY STREET RENO, NEVADA 89502-0705 (775) 784-6100



DATE: 4/15
DRAWN BY: B. HALL/MS
SCALE: NOTED
SHEET: 104-5

SITE PLAN
SHEET

C-1

Westergard Elementary School

