

**INTERLOCAL AGREEMENT BETWEEN
THE WASHOE COUNTY SCHOOL DISTRICT AND THE CITY OF RENO FOR THE
BEFORE AND AFTER SCHOOL PROGRAMS**

THIS INTER-LOCAL USE 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.”

I. RECITALS

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

B. WHEREAS, the DISTRICT’s and the CITY’s schools are a valuable community resource;

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

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

E. WHEREAS, the DISTRICT and the CITY entered into the Interlocal Agreement Between the Washoe County School District and the City of Reno for the Reciprocal Use and Maintenance of Facilities (“INTERLOCAL AGREEMENT”), dated December 17, 2008, now deemed null and void, as it shall be hereafter incorporated by reference herein;

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F. WHEREAS, the DISTRICT and the CITY have administratively updated the INTERLOCAL AGREEMENT as new facilities have been built since 2008, pursuant to section 1211 of the INTERLOCAL AGREEMENT; and

G. WHEREAS, the DISTRICT and the CITY entered into AMENDMENT #1, dated August 18, 2020, for the purpose of amending the INTERLOCAL AGREEMENT to add a reciprocal hold harmless, release, and waiver that pertains to the COVID-19 pandemic, and incorporated as section 6.3 herein.

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

II. DEFINITION OF TERMS

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.

Reciprocal Use: The effective management and shared use of District, City, or other public facilities, services, and resources reflecting intergovernmental and community cooperation.

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 DISTRICT students, CITY recreation program participants, other youth organization participants.

Before and After School Program: are programs before and after school that serve children and families outside of traditional regular school day hours.

School Break Programs: Programming that may take place when school is not in session such as summer, fall, winter, and spring breaks.

III. BEFORE AND AFTER SCHOOL PROGRAMS; SCHOOL BREAK PROGRAMS

1. APPLICATION AND USE OF FACILITIES

1.1. The DISTRICT will make available to the CITY, upon proper and timely application, DISTRICT facilities which are suitable for CITY Before and After School Programs and School Break Programs at such times that the use of these facilities are not in conflict with DISTRICT sponsored programs and activities. A current list of District Before and After School sites is attached and incorporated as **Exhibit A**.

1.2. Both parties agree that all existing Before and After School Programs will continue to operate with no charge of facility use fees on DISTRICT Facilities 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 programs or activities.

1.3. For newly built or non-served schools in the CITY OF RENO, the DISTRICT will work to establish a Before/After School Program utilizing all options to fulfill the needs of those programs for the community.

1.4. Upon suitable and timely request by the CITY, the 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. The DISTRICT may rotate assigned school site(s) between camps to provide for extended maintenance or cleaning periods.

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

2. FORMS REQUIRED

2.1. Both parties agree that requests for use of DISTRICT facilities, shall be made on the Facility Use Agreement 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 Statutes (NRS) Chapter 393, School Property. The current enactment of NRS 393.071 through NRS 393.0719 is attached and incorporated as **Exhibit B**.

3. USE OF FACILITIES

3.1. Both parties agree that the CITY shall provide adequate personnel to properly set up and supervise the program.

3.2. Both parties agree that the CITY shall furnish and supply and be completely responsible for all expendable materials necessary for the program.

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

3.4. Both parties agree that the CITY shall be responsible for keeping the site free of and placing all trash, rubbish, and debris, resulting from the CITY sponsored program, in appropriate receptacles resulting from use of the DISTRICT facility by the CITY Before and After School Program and/or School Break Programs.

3.5. Both parties agree that the CITY shall be responsible for all damages to each others' facility caused by the use or abuse by the CITY sponsored program beyond normal wear and tear.

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4. CANCELING OR DISCONTINUING PROGRAMS

4.1. 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 provide a minimum of ninety (90) days written notice to the other party with reason for the need to discontinue.

5. DISPUTES

5.1. Both parties further agree that differences or disputes arising from the use of District facilities by the CITY Sponsored Before and After School and/or School Break Programs shall be resolved as outlined below.

5.2. On-site Principal and/or DISTRICT designated representative 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.

5.3. If a satisfactory resolution cannot be reached or situation persists, Principal and/or DISTRICT designated representative will meet 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.

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

5.5. In addition to the above dispute resolution process, the parties agree to meet twice each year to review and discuss any issues, concerns, and ideas regarding the Before and After School Programs and School Break Programs.

5.5.1. The DISTRICT shall prepare the agenda and schedule a meeting on or about April 15 of each year.

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

5.5.3. The meetings shall include, from the DISTRICT, the Chief Facilities Management Officer, or their successor or assigns, and Director of Facilities Management, their successors or assigns, and the DISTRICT designated representative for Before and After School/School Break programming, or their successors or assigns, and from the CITY, the Parks and Recreation Director, Park Development Coordinator, and Recreation Supervisor, their successors or assignee.

6. WAIVER OF LIABILITY

6.1. Both parties agree that the CITY shall hold harmless and free from liability the DISTRICT, its officers, agents, 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 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 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.

6.2. Both parties agree that the DISTRICT shall hold harmless and free from liability the CITY, its officers, agents, 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 6.1. 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 \$400,000 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.

6.3. HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY RE: COVID-19:

Both parties agree that in contracting to use DISTRICT-DEVELOPED facilities, CITY-DEVELOPED facilities, and JOINTLY-DEVELOPED facilities, both parties understand that anyone participating in any activity, whether at the DISTRICT-DEVELOPED facilities, at CITY-DEVELOPED facilities, or JOINTLY-DEVELOPED facilities, or traveling to and from the activity, can potentially encounter and contract a disease or illness, including, but not limited to COVID-19, including from individuals carrying a virus or disease, from airborne particles, particles on surfaces, or other means not yet discovered. Both parties understand that illnesses and diseases can be quite severe and can result in injuries of all kinds, including death, or serious disability. Both parties are voluntarily participating in the activities referenced in this Agreement, including but not limited to, the use of DISTRICT-DEVELOPED facilities, CITY-DEVELOPED facilities, and JOINTLY-DEVELOPED facilities, and associated equipment/premises. Both parties agree to hold the other party harmless, and release and waive any claims against the other party for any expenses, damages, or losses of any kind that one or both parties may sustain from persons associated and/or contracting with each respective public agency if that person contracts COVID-19 while using DISTRICT-DEVELOPED facilities, CITY-DEVELOPED facilities, and JOINTLY-DEVELOPED facilities. The parties further agree that the CITY and its respective council members, administrators, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, volunteers, sponsors, groups and others acting on its behalf and WCSD and its respective trustees, administrators, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, volunteers, sponsors, groups and others

acting on its behalf (hereafter referred to collectively as the “Releases”) shall not be liable for any losses, injuries, or damages that one or both parties may sustain as a result of the potential exposure to illnesses and diseases, including, but not limited to COVID-19 by persons associated and/or contracting with each respective public agency while engaging in any of the activities while using DISTRICT-DEVELOPED facilities, CITY-DEVELOPED facilities, and JOINTLY-DEVELOPED facilities. Both parties fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) of any kind against the Releases, in any way related to illnesses or diseases, such as COVID-19, whether the claims are known, unknown, anticipated, or unanticipated, and whether caused by the Releasees’ ordinary negligence, 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, and JOINTLY-DEVELOPED facilities (or elsewhere with regard to field trips) at any time (hereafter the “claims”). This Waiver and Release of Liability includes claims pertaining to, without limitation, any activities, instruction, or supervision by Releasees resulting in potential contact with COVID-19 or other illnesses and diseases by persons associated and/or contracting with each respective public agency. This Release of Liability also expressly includes a release for any and all claims related to losses sustained from exposure to illnesses and diseases, such as COVID-19.

7. TERM

7.1. It is the intent of both parties that this Agreement shall continue in perpetuity consistent with applicable laws and regulations pertaining to interlocal agreements by governmental agencies. Except as provided for in paragraphs 7.2 and 7.3 below, proposed amendments shall be discussed during one of the two annual meetings pursuant to paragraph 5.5

and if recommended for adoption, shall be submitted to the respective governing bodies for approval.

7.2. This Agreement may be terminated by either governing body without cause upon one hundred-eighty (180) days written notice given to the other party.

7.3. This Agreement and such notice shall be binding upon and ensure the benefits of the successors, representatives, and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand on the dates below.

DATED this ____ day of ____, 2024.

CITY OF RENO

By: _____
Mayor

DATED this ____ day of ____, 2024.

WASHOE COUNTY SCHOOL DISTRICT

By: _____
Superintendent

DATED this ____ day of ____, 2024.

CITY OF RENO

By: _____
City Clerk

DATED this ____ day of ____, 2024.

WASHOE COUNTY SCHOOL DISTRICT

By: _____
Clerk of the Board of Trustees

APPROVED AS TO FORM

DATED this ____ day of ____, 2024.

CITY ATTORNEY

By: _____
_____, Esq.

DATED this ____ day of ____, 2024.

WASHOE COUNTY SCHOOL DISTRICT
OFFICE OF THE GENERAL COUNSEL

By: _____
Andrea L. Schulewitch, Esq.
Associate General Counsel

EXHIBITS

Exhibit A Current Before/After School Sites

Exhibit B Current NRS 393.071 through NRS 393.0719

EXHIBIT A

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

<u>School Name – Area</u>	<u>Program</u>
Jesse Beck Elementary School	Before/After School
Caughlin Ranch Elementary School	Before/After School
Edwin S. Dodson Elementary School	Before/After School
Double Diamond Elementary School	Before/After School
Roy Gomm Elementary School	Before/After School
Hunter Lake Elementary School	Before/After School
Mount Rose K-8 Academy	Before/After School
Peavine Elementary School	Before/After School
Nick Poulakidas Elementary School	Before/After School
Silver Lake Elementary School	Before/After School
Mamie Towles Elementary School	Before/After School
George Westergard Elementary School	Before/After School
Sarah Winnemucca Elementary School	Before/After School
JWood Raw Elementary School	Before/After School

EXHIBIT B

NEVADA REVISED STATUTES (NRS) CHAPTER 393 SCHOOL PROPERTY (NRS 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)

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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.

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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.

(Added to NRS by 1959, 296; A 2003, 518)

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