



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 20, 2019

Staff Contact: Dan Earp, (djearp@carson.org); and Jennifer Budge, (jbudge@carson.org)

Agenda Title: For Discussion Only: Discussion regarding possible revision of the Joint Use Agreement of facilities between Carson City and the Carson City School District. (Jennifer Budge, jbudge@carson.org, Dan Earp, dearp@carson.org and Mark Korinek)

Staff Summary: The current Joint Use Agreement between Carson City and the Carson City School District ("CCSD") was written in 1980. The agreement is outdated and does not accurately reflect the current use by both organizations. The City and CCSD would like to work cooperatively on creating a new and updated Joint Use Agreement.

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

Proposed Motion

Discussion only. No formal action required.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

The current Joint Use Agreement between Carson City and CCSD was written in 1980. Since then there have been several addendums that address additional needs between the two agencies, creating a complex agreement and piecemeal documents. The agreement primarily outlines usage by the Parks, Recreation & Open Space Department in CCSD facilities for recreational programs, and for CCSD to utilize the City's Parks and Recreation facilities. The following is an overview of current uses by both agencies:

Summary of CCSD uses of City facilities

- The Sierra Room twice a month for School Board and other meetings
- The Bob Boldrick Theater for:
 - *CHS Drama 3-4 productions annually.
 - *CHS Choir and Musical Theater 4 concerts annually.
 - *CHS Band 3-4 concerts annually plus one band festival per year.
 - *CCSD String Orchestra 3-4 concerts annually.
 - *Future Business Leaders of America Talent Show.
 - *Mr. Carson High Pageant.
 - *CMS Band 1 concert and 1 band festival annually.
 - *CCSD guest speakers and trainings throughout the year.
 - *Staffing for all theater events to assist with sound, lighting etc.
- Aquatic Facility for high school swim team practice (5 days/week usage February-May) and HS swim

- meets (6 per year).
- Community Center Gym for Pioneer High School Physical Education.
- Community Center Gym and Tahoe Room for Special Needs PE periodically.
- Community Center for Safe Grad.
- Park Terrace Park used daily during the school year as a playing field for Empire Elementary.
- Community Center as an evacuation/reunification site.

Summary of potential School District needs of City facilities or services.

- Carson City MAC for school athletics during school closures, adverse weather conditions, and poor air quality.

Summary of City uses of School District facilities

- Capital Kids Before and After School Program uses 5 of the 6 elementary schools cafeterias to host the after school program during the school year.
- CCSD gyms for youth basketball.

Summary of potential City needs of School District facilities or services

- WIFI access for After-School Programs.
- Busing for recreation program field trips
- Collaboration for seasonal job training and recruitment

The current Joint Use Agreement is attached.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.045

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Attachments:

[Carson City & CCSD Joint Use Agreement 09.01.80.pdf](#)

[CC & CCSD Joint Use Agreement 08.20.81.pdf](#)

[CC & CCSD Joint Use Addendum - 07.02.90.pdf](#)

Board Action Taken:

| | | |
|---------------|----------|---------|
| Motion: _____ | 1) _____ | Aye/Nay |
| | 2) _____ | _____ |
| | | _____ |
| | | _____ |
| | | _____ |

(Vote Recorded By)

1 AGREEMENT FOR JOINT USE OF
2 CARSON CITY RECREATION DEPARTMENT AND
3 CARSON CITY SCHOOL DISTRICT FACILITIES

4 WHEREAS, Carson City desires to make use of Carson City
5 School District facilities for the benefit of the citizens of
6 Carson City; and

7 WHEREAS, Carson City School District desires to make
8 use of Carson City facilities for the benefit of its employees
9 and students; and

10 WHEREAS, each party can make its facilities available
11 to the other on a frequent basis throughout the year; and

12 WHEREAS, over the past several years school and city
13 facilities have been shared for the benefit of the citizens
14 of Carson City.

15 NOW, THEREFORE, for and in consideration of the mutual
16 promises contained herein, and other good and valuable consid-
17 eration, it is hereby agreed:

18 1. That Carson City hereby agrees that its facilities
19 will be made available to the Carson City School District
20 pursuant to the general conditions and limitations set forth in
21 the September 3, 1980 memo from the Superintendent of the Carson
22 City School District to the Carson City Manager, attached hereto
23 as Exhibit A and incorporated herein by this reference;

24 2. That the Carson City School District hereby agrees
25 to make available its facilities for use by Carson City, pursuant
26 to the general conditions and limitations set forth in Exhibit A;

27 3. That this agreement shall be in full force and
28 effect for a period of one (1) year, beginning September 1, 1980
29 and terminating August 31, 1981.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

CARSON CITY

By *Harold J. Jacobsen*
Harold J. Jacobsen, Mayor

CARSON CITY SCHOOL DISTRICT

By *Dr. Clifford Lawrence*
Dr. Clifford Lawrence
Superintendent
Carson City School District

ATTEST:

Ted P. Thornton
Ted P. Thornton, Clerk

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8-20-81

FILED FOR RECORD
 AT THE REQUEST OF
 TED THORNTON
 CARSON CITY CLERK
 1981 SEP -1 AM 8:34
 FILE NO. 6186
 PETE SUPERA
 CARSON CITY RECORDER
 L. Mitchell DEPUTY

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AGREEMENT FOR JOINT USE OF
 CARSON CITY RECREATION DEPARTMENT AND
 CARSON CITY SCHOOL DISTRICT FACILITIES

WHEREAS, Carson City desires to make use of Carson City School District facilities for the benefit of the citizens of Carson City; and

WHEREAS, Carson City School District desires to make use of Carson City facilities for the benefit of its employees and students; and

WHEREAS, each party can make its facilities available to the other on a frequent basis throughout the year; and

WHEREAS, over the past several years school and city facilities have been shared for the benefit of the citizens of Carson City.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, it is hereby agreed:

1. That Carson City hereby agrees that its facilities will be made available to the Carson City School District pursuant to the general conditions and limitations set forth in the September 3, 1980 memo from the Superintendent of the Carson City School District to the Carson City Manager, attached hereto as Exhibit A and incorporated herein by this reference;

2. That the Carson City School District hereby agrees to make available its facilities for use by Carson City, pursuant to the general conditions and limitations set forth in Exhibit A;

3. That this agreement shall be in effect for a period of one (1) year from the commencement date, and shall continue on a year to year basis, and shall automatically be renewed for a period of one (1) year on each anniversary of the date of this agreement, unless either party serves by certified mail on the other party a written notice of termination, fifteen (15) days prior to the date of expiration. As used herein the words

1 "expiration date" shall refer to the last day of this agreement or
 2 the last day of any extended one year period under the terms of
 3 this agreement. In the event that either party to this agreement
 4 desires to adjust any of the provisions of said agreement, said
 5 party must serve a sixty (60) day written notice of intention to
 6 negotiate the terms of this agreement prior to its expiration
 7 date, and should the parties reach agreement on any proposed
 8 adjustment prior to the expiration date, the agreement shall be
 9 renewed and continue in full force and effect, provided the
 10 amendments shall be set forth in writing and signed by the parties.
 11 However, if after service of such sixty (60) day notice, the
 12 parties fail to reach agreement as to any adjustment of the terms,
 13 this agreement shall terminate on its next expiration date without
 14 additional written notice of termination required.

15 DATED this 20th day of August, 1981.

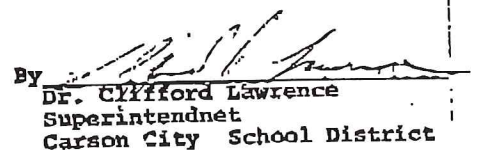
16 CARSON CITY

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 18 By 
 Harold J. Jacobsen, Mayor

19 ATTEST:

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 21 Ted P. Thornton, Clerk

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 24 CARSON CITY SCHOOL DISTRICT

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 26 By 
 27 Dr. Clifford Lawrence
 28 Superintendent
 29 Carson City School District

To: Don Habaway, City Manager
From: Clifford J. Lawrence, Superintendent
Re: Agreement for Joint Use of Carson City Recreation Department and Carson City School District Facilities
Date: August 25, 1981

On August 25, 1981, the Carson City Board of Trustees approved the Joint Use Agreement that was approved by the Board of Supervisors on August 20, 1981.

Over the years there has been a concerted effort to share the use of school and city facilities for the benefit of the citizens of Carson City. In an attempt to continue this worthwhile effort with the best coordination possible, we have agreed to conditions listed below.

Hereafter it is suggested that representatives of the school district and Carson City conduct a yearly review of the general conditions noted below.

GENERAL CONDITIONS:

1. That all school physical education facilities will be scheduled through the Director of Operations providing the Carson City Recreation Department with first priority after school needs have been met. When the recreation schedule is completed the facilities may be scheduled by other groups.
2. That unless otherwise indicated, time records will be kept of the use of school and city recreation facilities. An accounting will be made after May 1, and prior to June 1, regarding a balance of payment between the two governmental entities. Each agency will provide the other with anticipated hourly cost for facilities at the beginning of each school year.
3. That school bus equipment be arranged for annually between the school district superintendent and the city manager for recreational sponsored programs.
4. That the contact person for the Carson City School District will be the Director of Operations for the use of all school facilities and for Carson City the contact person will be the Rental Secretary for the Community Center, the Recreation Supervisor II for the Swimming Pools and the Park Superintendent for all outside park and golf facilities.
5. The City will provide a qualified sound and lighting technician when the school district utilizes the community auditorium sound and lighting system.
6. Arrangements for use of the recreation facilities and the auditorium by the school district will be cleared with Mr. Milan Tresnit, Director of Operations, at least two weeks prior to use.
7. The Carson Recreation Department will provide the school district with the schedules for those organizations under City sponsorship using school facilities.
8. If there is a cancellation for any reason of the use of facilities by either party, the party cancelling shall make reasonable effort to notify the other party in advance so that the group planning to use a particular facility can cancel the event, make other arrangements, etc.

9. It is recognized that unlike the school district, the City acts as the coordinator and is responsible for scheduling various community sports organizations. These organizations are not directly connected with the City, they include, but are not limited to:

- a. Little League Baseball
- b. Bobby Sox Softball
- c. Babe Ruth Baseball
- d. American Legion Baseball
- e. AYSO Youth Soccer
- f. Pop Warner Football
- g. Adult Softball Association

SCHOOL DISTRICT REQUESTED USE OF CITY FACILITIES - HIGH SCHOOL PROGRAM

1. Tennis - Boys/Girls: Dates are September 1, 1981, to October 13, 1981, at the tennis complex, Highway 50 East.
2. Golf - Boys/Girls: Dates are March 1 through May 20, at the golf course for the boys and August 25 through November 1, for the girls.
3. P.E. Swimming: This concerns Carson High School and Carson Junior High swimming programs. In regard to utilizing the city swimming pool at Mills Park during the spring and fall months, arrangements are to be made by the respective school principals and Mr. Dennis Sullivan.
4. Swim Team: The dates for the Carson High School Swim Team are January 15 through May 30, from 3:00 p.m. to 5:00 p.m.

CITY RECREATION REQUESTED USE OF SCHOOL FACILITIES

1. Gymnasiums: as per schedule for basketball, volleyball, wrestling and gymnastics.
2. School Fields:
 - a. Bordewich, Fritsch, and Fremont - spring and summer girls softball.
 - b. Bordewich and Fritsch - fall soccer.
 - c. Fritsch, Junior High Athletic Fields - spring and summer softball and baseball.
 - d. Junior High Athletic Field - fall football.
 - e. High School Softball Field - spring and summer baseball.
 - f. Use of lights - spring, summer and fall softball, baseball and football.
 - g. Adult use of High School and Junior High baseball fields for softball practice as long as it does not interfere with school use or regularly scheduled city sponsored uses.
 - h. High School and Junior High Track - spring and fall special events.
3. Classrooms: Summer recreation at Seeliger School.

PERSONS UTILIZING CARSON CITY SCHOOL DISTRICT FACILITIES FOR MAKING PROFIT WILL NOT BE AUTHORIZED BY EITHER PARTIES!

CARSON HIGH SCHOOL GYM

TIME JUL AUG SEPT OCT NOV DEC JAN FEB MAR APR MAY JUNE

7:00 a.m. to 2:30 p.m. Summer Basketball maintenance Sep. 1 Physical Education Classes June 1

2:30 p.m. to 10:00 p.m. Aug 25 Girls Basketball Nov. 1 Nov. 25 Main Gym High School Basketball High School Wrestling Girls Volleyball NJROTC Drill Team Mar 15

7:00 p.m. to 10:30 p.m. Jan 1 Mens Basketball Monday thru Thursday Mar 15 Small Gym

1. Per hour electricity costs: \$.50
2. Maintenance schedule: Christmas vacation period and after 10:30 p.m.
3. Supervisor (School personnel)

hourly rate: \$6.00 per hour paid by the school district and to be charged to the City Recreation Dept.

Job description: see supervisor requirements

4. Special requirements as follows:
 - 4.1 adults use north drive-in gate and north parking lot
 - 4.2 no food, soft drinks, smoking or alcoholic beverages
 - 4.3 adults are expected to wait until assigned time before entering facility
 - 4.4 children and spectators are expected to remain in bleacher area

Supervisor requirements:

- 5.1 responsible for supervising the facilities and adhere to the special requirements
- 5.2 responsible for opening facility 30 minutes prior to starting time
- 5.3 be available at all times for emergencies.
- 5.4 see that all areas used are clean and in order before leaving
- 5.5 supervise the operation of the scoreboard; adults only
- 5.6 secure all lights and lock all doors upon leaving

JUNIOR HIGH SCHOOL GYM

JUNE

MAY

APR

MAR

FEB

JAN

DEC

NOV

OCT

SEP

AUG

JUL

TIME

Maintenance

Junior High School P.E. Classes

Maintenance

7:00 a.m.
to
3:15 p.m.

3:30 p.m.
to
6:30 p.m.

Nov 1 Boys Basketball
Junior High Wrestling

Nov 1 Girls Basketball

Mar 29

Dec 1 Adult Mens Basketball
Monday through Thursday

Mar 15

7:30 p.m.
to
10:30 p.m.

1. Per hour electricity costs: \$1.00
2. Maintenance schedule - Christmas vacation period and after 10:30 p.m. nightly
3. Supervision: school personnel per hourly rates: \$6.00 per hour paid by the school district and charged to the Recreation Department
Job description: see supervisors requirements
4. Special requirements as follows:
 - 4.1 no food, soft drinks, smoking or alcoholic beverages
 - 4.2 adults are expected to wait until assigned time before entering facility
 - 4.3 children and spectators are expected to remain in bleacher area
 - 4.4 enter the gym through the front door
5. Supervisor requirements
 - 5.1 responsible for supervising the facilities and adhere to special requirements
 - 5.2 supervise the operation of the scoreboard; properly trained people only
 - 5.3 be available at all times in the advent of an emergency
 - 5.4 release equipment when properly cleaned and to see that the equipment is used properly and returned

GRACE BORDWICH SCHOOL

TIME JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUNE

Sep 1 Bordewich School P.E. Classes June

7:00 a.m. to 3:00 p.m.

Nov 15 H.S. Girls Volleyball
Junior Varsity

4:00 p.m. to 6:30 p.m.

Sep 1 Adult Volleyball
Dec 18 Christmas Maintenance or Volleyball
Jan 5 Adult Basketball or Volleyball
May 1 Concerts

7:00 p.m. to 10:00 p.m.

1. Per hour electricity costs - \$.50
2. Maintenance schedule: Christmas vacation period, and after 10:00 P.m.
3. Supervision: school personnel per hourly rate: \$6.00 per hour paid by the school district and charged to the Recreation Department
job description: see supervisors requirements
Special requirements as follows:
 - 4.1 adults are expected to be out of the facilities by 10:00 p.m.
 - 4.2 no food, soft drinks, smoking or alcoholic beverages
 - 4.3 adults are expected to wait until assigned time before entering facilities
 - 4.4 children and spectators are expected to remain in bleacher area
 - 4.5 use north end of gym for entrance and north area for parking
5. Supervisor requirements:
 - 5.1 open facilities 15 minutes prior to volleyball activities and 30 minutes before basketball games
 - 5.2 supervise the facilities and adhere to the special requirements
 - 5.3 lock all doors and turn lights off upon leaving
 - 5.4 be available at all time for emergency

CARSON CITY RECREATION FACILITIESCOMMUNITY CENTER AUDITORIUM

1. Electricity cost - 90 cents per hour.
2. Supervisor hourly rate - \$6.00 per hour, paid by the Recreation Department and charged to the school district.
3. General Requirements:
 - 3.1 No smoking in auditorium proper or back stage. Smoking allowed in lobby.
 - 3.2 No food or beverages in auditorium.
 - 3.3 School to provide monitors at the doors to help with crowd control.
 - 3.4 Equipment to be removed as soon as possible after the performances.
 - 3.5 Protection of the stage floor when painting or moving equipment.
4. Supervisor Requirements:
 - 4.1 Open and close facility.
 - 4.2 Be available to help as needed. Discipline of crowd is responsibility of school district.
 - 4.3 Doors to be opened one (1) hour prior to performance, unless prearranged. Weekend use must be prearranged. Sundays will not be scheduled by the school district.

INDOOR AND OUTDOOR SWIMMING POOL

1. Electrical cost - 80 cents per hour including pump and limited lighting.
2. Supervision - \$6.00 per hour paid by Recreation Department and charged to school district.
3. General Requirements:
 - 3.1 School district to help as life guards and to maintain discipline.
 - 3.2 No food or beverages allowed.
 - 3.3 Check out clothing bags and return them to the office at the end of class.
4. Supervisor Requirements:
 - 4.1 Open and close facilities.
 - 4.2 Help with life guarding.
 - 4.3 Report misconduct to school personnel.

CONSTOCK, SIERRA AND BONANZA ROOMS

1. Electrical costs
 - 1.1 Constock and Sierra Rooms - 50 cents per hour.
 - 1.2 Bonanza Room - 25 cents per hour.
2. Supervision Cost - \$6.00 per hour.
3. General Requirements:
 - 3.1 Tables and chairs to be handled by the school district.
 - 3.2 Rooms have capacity limits. Adhere to limits.
 - 3.3 All functions must end by 12 midnight.

GYMNASIUM

1. Electrical cost - \$1.00 per hour.
2. Supervision cost - \$6.00 per hour.
3. General Requirements:
 - 3.1 Smoking not allowed.
 - 3.2 All setup is duty of the school district. City to handle cleanup unless help needed for excessive usage; school to provide help.

EXHIBIT AGENERAL CONDITIONS

1. That all school physical education facilities will be scheduled through the Director of Operations providing the Carson City Parks and Recreation Department with first priority after school needs have been met. When the parks and recreation schedule is completed the facilities may be scheduled by other groups.
2. That the city and school district will provide each with a tentative schedule of use for the following school year by September 1st of each year.
3. That the contact person for the Carson City School District will be the Director of Operations for the use of all school facilities and for Carson City the contact person will be the Director of Parks and Recreation for the use of all city facilities.
4. Arrangements for use of the recreation facilities and the auditorium by the school district will be cleared with the Director of Operations at least two weeks prior to use.
5. The Carson Recreation Division will provide the school district with the schedules for those organizations under city sponsorship using school facilities.
6. The city will provide a qualified sound and lighting technician when the school district utilizes the community auditorium sound and lighting system. However, it is suggested that the school district make a concerted effort to have some of their staff trained to help in this capacity.
7. If there is a cancellation for any reason of the use of facilities by either party, the party cancelling shall make reasonable effort to notify the other party in advance (preferably at least ten (10) days) so that the group planning to use a particular facility can cancel the event, make other arrangements, etc.
8. That school bus equipment be arranged for annually between the school district superintendent or his designee and the city manager or his designee for recreational sponsored programs.
9. It is recognized that unlike the school district, the city acts as the co-ordinator and is responsible for scheduling various community sports organizations. These organizations are not directly connected with the city; they include, but are not limited to:
 - a. Little League Baseball
 - b. Bobby Sox Softball
 - c. Babe Ruth Baseball
 - d. American Legion Baseball
 - e. AYSO Youth Soccer
 - f. Pop Warner Football
 - g. Adult Softball Association

11007 1990

ADDENDUM TO JOINT USE AGREEMENT
(CARSON CITY RECREATION DEPARTMENT AND CARSON CITY SCHOOL DISTRICT)

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THIS ADDENDUM is entered into this 2nd day of July,
1990, by and between CARSON CITY, a consolidated municipality of the State
of Nevada, hereinafter "City", and the CARSON CITY SCHOOL DISTRICT,
hereinafter "School District".

W I T N E S S E T H:

WHEREAS, the parties entered into a joint use agreement on August
20, 1981, said agreement being recorded at Book 207 at pages 141-148 of the
official records of City; and

WHEREAS, said agreement remains in full force and effect; and

WHEREAS, pursuant to said agreement each party makes its
facilities available to other parties on a frequent basis throughout each
year; and

WHEREAS, the parties now desire to amend the agreement to allow
for an additional use of City property adjacent to the Empire Elementary
School.

NOW, THEREFORE, for good and valuable consideration, the parties
agree as follows:

1. That the School District shall be allowed to install two
temporary classrooms on City's park property located adjacent to the Empire
Elementary School. The parties agree that the location of these temporary
classrooms must be mutually agreed upon by the City and the School District.
Said classrooms shall be constructed and installed in accordance with all
state and local laws;

2. The parties agree that these temporary classrooms will not
remain on City's property beyond August 31, 1993. The School District may

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negotiate with City for an extension of this termination date if the School District determines that a need still exists for the temporary classrooms beyond August 31, 1993;

3. The School District agrees to make these temporary classrooms available for City's use within the limitations contained in the original joint use agreement referenced above;

4. The School District agrees to pay for all costs of removal of the temporary classrooms at the expiration of this agreement. The School District further agrees that it will restore, at its expense, the area disturbed by the placement of the two temporary classrooms;

5. The parties agree to indemnify and hold harmless one another in accordance with prior agreements.

Dated the day and year first above written.

CARSON CITY SCHOOL DISTRICT

BY: [Signature]
Superintendent
Carson City School District

CARSON CITY

BY: [Signature]
MARV TEIXEIRA, Mayor

ATTEST:

[Signature]
ALAN GLOVER/Clerk-Recorder

FILED FOR RECORD
CARSON CITY CLERK TO
THE BOARD
'90 AUG -1 P1:26

FILE NO. 001 03978
ALAN GLOVER
CARSON CITY RECORDER
FEE \$ [Signature]