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Date: June 23, 2025

COUNCIL ACTION FORM

Agenda Item: City/School Facility Use Agreement

History:

The City of Nevada and the Nevada Community School District realize that in order for each of us to conduct our business; we need to utilize each other's facilities from time to time. Because of this need, the City and the School have previously entered into an agreement that generally spells out the responsibilities for the use of each other's facilities. This agreement is to be reviewed annually for any changes or address any issues that have come about during the agreement.

Both organizations have worked well together and maintain open communications throughout the year in an effort to support each other's activities and programming.

The School District approved renewing the agreement with no changes at their May meeting. The Parks and Recreation Board reviewed it at their June meeting and recommends approval of the agreement with no changes.

Options:

1. Approve the proposed Facility Use Agreement between the City of Nevada and the Nevada Community School District.
2. Reject proposed agreement and send back for further revision.
3. Reject proposed agreement and do nothing at this time.

Staff Recommendation:

Park Board and staff recommend accepting Option #1: Approve the proposed Facility Use Agreement between the City of Nevada and the Nevada Community School District.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at thansen@cityofnevadaiaowa.org.

**CITY OF NEVADA
&
NEVADA COMMUNITY SCHOOL DISTRICT
FACILITY USE AGREEMENT**

Purpose:

The City of Nevada (the "City") and the Nevada Community School District (the "School") agree that it is in the best interests of the community that they cooperate and mutually provide for the public use of public parks, recreation places, buildings, and other public facilities owned and operated by the City and the School, and to provide for the supervision, instruction, and oversight necessary to carry on public educational and recreational programs and activities.

Agreement:

In consideration of the purpose of this Facility Use Agreement (the "Agreement"), both the City and the School District agree to reciprocal facility usage without fee, and to support the endeavors of each other in good faith by following the general guidelines established as follows:

1. The City and School agree to provide and make available for each other's use public, recreational, athletic, and other facilities each may own from time to time as may be suitable for use by the other in carrying out its educational and recreational programs, trainings, meetings, etc. City facilities available to the School include baseball/softball fields, soccer field(s), Pavilion, shelters, Field House, tennis courts, and other city amenities as needed. School facilities available to the City include gymnasiums, safe room, wrestling rooms, commons areas, indoor track area, outdoor track/football field, and other district amenities as needed.
2. It is generally understood that each organization will receive priority scheduling at their facilities. In addition, the High School will also receive priority scheduling at Harv Bainter Soccer Field at SCORE, but will coordinate with the City and Nevada Soccer Club to accommodate outside use requests. City departments will receive second priority scheduling at school facilities once all school activities have been initially scheduled. In the event that there is a cancellation, the organization cancelling will notify the other as soon as possible.
3. All facility requests and communications will take place between the various City departments and the School Activity Office(s).
4. The City and the School agree that when an event has been scheduled by the other, that every effort will be made to accommodate that event without cancellation or bumping. If a cancellation, conflict, or bump occurs, both parties will work cooperatively and in a timely fashion to find an alternative solution or a date/time to accommodate a make-up.
5. In the event that classes are let out early due to weather, the City agrees that no evening activities will be held in the School's facilities. In the event that classes are cancelled at the beginning of a school day due to weather, the City will have the option to still hold evening activities if weather permits.
6. In the event that heavy rains or snow may expose an athletic field to excessive wear/damage or make it unplayable, representatives from both the City and the School will meet to determine a course of action.

7. The party using the facilities of the other shall promptly clean-up and restore the facilities that are used to the general condition they were in prior to such use, except that such clean-up shall not include the need to provide janitorial services or supplies.
8. Both parties agree that for those locations where storage is made available for the purpose of storing equipment, supplies, etc. for a program, that those areas will be kept organized and picked up.
9. The party using the facilities of the other shall provide its own staff, facilitators, referees, chaperones, and other personnel needed to conduct its activity.
10. In the event that an activity is cancelled at the facility of the other, proper notification will be given to the other as soon as possible using phone, email, and/or text messaging.
11. Since no damage deposits are collected, any costs incurred to repair damages to a facility as a direct result of the other parties use, will be billed back to that organization for immediate reimbursement.
12. The City and School shall each provide a list of employees with contact numbers that on-site supervisors can use in the case of an emergency.

This Agreement will be reviewed by the Superintendent of Schools, School Activity Director, City Administrator, Parks and Recreation Director and associated boards in June of each year to evaluate its effectiveness and determine any necessary changes to the agreement.

Either party can terminate this agreement with 30 days notice to the other party.

The undersigned as representatives of their respective organizations and with the approval of the Nevada School Board and the Nevada City Council agree to the terms/conditions as set out in this Agreement.



Superintendent, Nevada Community Schools

5/20/25

Date

City Administrator, City of Nevada

Date