

Current

Item # 13d
Date: 8/25/25

AGREEMENT BETWEEN
NEVADA SENIOR CITIZENS
AND
CITY OF NEVADA SENIOR COMMUNITY CENTER
1231 6th Street
Nevada, Iowa 50201
515-382-5466

This agreement is made this 13th day of November, 2023, between the Nevada Senior Citizens, hereafter referred to as the "Seniors", and the City of Nevada Senior Community Center, hereafter referred to as the "City."

DURATION OF CONTRACT

This contract shall be effective January 1, 2024 to December 31, 2025. Upon written approval of both parties, this agreement may be extended for additional terms.

The Seniors and City agree to the following terms and conditions:

TERMS AND CONDITIONS

1. **FEES AND DAYS OF OPERATION.** The City will make available to the Seniors, the Nevada Senior Community Center, hereinafter the "NSCC," for the use for programs between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday each week. Upon prior written notice and approval by the City, the NSCC may be made available to the Seniors at 7:00 a.m. during weekdays. The Seniors shall pay a rental fee of \$125.00 per month for this use. Payment is due by the tenth (10th) of each month to cover utilities, garbage and for maintenance and repairs of the facility. Payment shall be made at 1209 6th Street, Nevada, Iowa 50201.

The Seniors acknowledge that other entities can rent the NSCC space between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, however the rental to other parties during these set hours shall in no way interfere with the Seniors' use of the NSCC space and the Seniors' shall clear the space for the use of other rentals.

The Seniors assume the responsibility of making advanced reservations with the City to ensure that the NSCC space is available. Reservations may be made up to one (1) year in advance from the present calendar month.

The City shall provide the Seniors with two (2) keys, which shall not be duplicated. If lost, the Seniors will be charged a fine of \$25.00.

If the Seniors of the Seniors organization would like to rent the facility for additional hours at night or on the weekends, the Seniors may reserve the space for free if it is not already reserved, by scheduling their date with City Hall.

2. DUTY OF CARE AND MAINTENANCE. The Seniors shall be responsible, at their own expense, for leaving the site in a clean and orderly condition each day the facility is used. Specifically, the Seniors shall put all equipment and supplies into storage areas, shall wipe clean with appropriate sanitizer all surfaces used in preparation, serving, and eating of the food, and shall keep clean all areas and equipment. The Seniors shall be responsible for sweeping and vacuuming floors and any shared equipment each day. The Seniors have received a copy of the Rental Inspection Clean-Up Checklist and agree to be bound by its requirements, excluding restroom responsibilities during the weekday.

The Seniors agree to enforce the "No Smoking" law for public buildings, including no smoking in the parking area.

Any damage caused by the Seniors' use of the NSCC facility or equipment shall be paid by the Seniors. Kitchen utensils, appliances, office equipment, tables, chairs and other items belonging to the premises are not to be removed from the NSCC facility.

The Seniors agree that they will replace any office supplies they use, including but not limited to paper, pens, sticky notes, and printer cartridges.

The City shall be responsible for the overall cleanliness of the site, including, but not limited to, polishing of the floors, mowing, trimming, snow removal and garbage disposal.

The City shall provide supplies for restrooms and janitorial service.

The City shall provide a safe environment that meets safety standards set by federal, state and local regulations, such as fire extinguishers, etc.

3. INDEMNIFICATION. The Seniors shall be responsible for any damage to the NSCC facility, the parking area, and third persons occasioned by, or arising out of, any accident, acts, omissions or occurrences causing or inflicting injury and/or damage happening or done in, upon or about the NSCC facility due directly or indirectly to the rental, use or occupancy thereof or any part thereof by the Seniors or any person claiming through or under the Seniors. The Seniors will protect, indemnify and save harmless the City, its agents, employees and elected officials from and against any and all loss, cost, damages and expenses occasioned by, or arising out of, any accident or any other occurrence causing or inflicting injury and/or damages to any person or property, happening or done, in, upon, or about the NSCC facility, parking area or due directly or indirectly to the rental, use occupancy thereof or any part thereof by the Seniors or any person claiming through or under the Seniors.

4. UTILITIES. The City shall furnish water, sanitary sewer, heat, air conditioning, electricity, telephone, cable and sanitary (garbage) disposal for the NSCC facility.

5. SUBLETTING. The Seniors shall not sublet the premises. The Seniors are responsible for any caterers, servers, and concessionaires who are affiliated with the Seniors' program/event.

6. ALCOHOLIC BEVERAGES. No alcoholic beverages of any kind are to be consumed inside or outside of the building. No liquor shall be sold within the building or premises without further authorization from the City.

7. DECORATIONS. The parties acknowledge that each program/event will be unique. Thus, prior to putting up any sort of decorations, the Seniors agree to get permission from the City. The following rules apply in all circumstances: No decorations may be adhered to the walls, ceiling, woodwork or windows; no open flame candles; no confetti; and no nails, thumbtacks or staples shall be applied to any surface of the building.

8. LIABILITY. The City shall carry primary insurance for those participating or using the NSCC. There shall be liability coverage for personal injury, personal liability, and product liability. The Seniors shall not do or omit from doing any act which would vitiate any insurance, or increase the insurance rates in force upon the premises.

9. NONDISCRIMINATION. All parties to this agreement shall comply with the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant thereto, the Rehabilitation Act of 1965, Section 504 and all other applicable Federal, State and local laws.

All parties shall comply with Federal, State and local nondiscrimination laws. In accordance with such laws, no person shall be discriminated against, excluded from participation, be denied benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap.

10. ASSIGNMENT. No assignment or transfer of this agreement or any extension thereof may be made in whole or in part, without the written consent of the City and the Seniors.

11. TERMINATION. No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized officers of both the Seniors and the City. Both parties may, at any time during the life of this agreement or any extension thereof, terminate this agreement upon thirty (30) days written notice of intention to do so.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by the duly authorized offices the day and year first written above

SENIORS

By Kathleen K. Beard
Chair
Nevada Senior Citizens

Date 10/5/23

CITY

By J. Cook
City Administrator, Jordan Cook

Date Nov. 17, 2023

Proposed

AGREEMENT BETWEEN
NEVADA SENIOR CITIZENS
AND
CITY OF NEVADA SENIOR COMMUNITY CENTER
1231 6th Street
Nevada, Iowa 50201
515-382-5466

This agreement is made this ___ day of ___, 20___, between the Nevada Senior Citizens Board and its members, hereafter referred to as the "Seniors", and the City of Nevada, hereafter referred to as the "City."

DURATION OF CONTRACT

This contract shall be effective January 1, 2026 to December 31, 2028. Upon written approval of both parties, this agreement may be extended for additional terms.

The Seniors and City agree to the following terms and conditions:

TERMS AND CONDITIONS

1. **FEES AND DAYS OF OPERATION.** The City will make available to the Seniors, the Nevada Senior Community Center, hereinafter the "NSCC," for the use for programs between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday each week. Upon prior written notice and approval by the City, the NSCC may be made available to the Seniors at 7:00 a.m. during weekdays. The Seniors shall pay a rental fee of \$125.00 per month for this use. Payment is due by the tenth (10th) of each month to cover utilities, garbage and for maintenance and repairs of the facility. Payment shall be made at 1209 6th Street, Nevada, Iowa 50201.

The City shall provide the Seniors with three (3) keys, which shall not be duplicated. If lost, the Seniors will be charged \$25.00 for replacement cost.

The Seniors acknowledge that other entities can rent the NSCC space between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, however the rental to other parties during these set hours shall in no way interfere with the Seniors' use of the NSCC space and the Seniors' shall clear the space for the use of other rentals.

If the Senior organization would like to rent the facility for additional hours at night or on the weekends for one of their events, the Seniors may reserve the space for free if it is not already reserved, by scheduling their date with the Field House staff.

If a Senior wishes to use the space for their own personal use they must assume the responsibility of making advanced reservations through RecDesk on the city website or through Park & Recreation offices at the Field House to ensure that the NSCC space is available. Reservations may be made up to one (1) year in advance from the present calendar month.

The Nevada Senior Board hold their annual meeting in June and shall notify the City Administrator and/or City Clerk of the meeting date/time. The City Administrator and/or City Clerk, or their designee, shall attend to listen to the Seniors and any issues or concerns there might be with the building and rentals. The Nevada Senior Board may also, by special request, ask the City Administrator and/or City Clerk to attend any other meeting to discuss any concerns. At any point there are building issues that need addressed, one of the Senior Board members shall notify the Administration office to investigate the issue.

2. DUTY OF CARE AND MAINTENANCE. The Seniors shall be responsible, at their own expense, for leaving the site in a clean and orderly condition each day the facility is used. Specifically, the Seniors shall put all equipment and supplies into storage areas, shall wipe clean with appropriate sanitizer all surfaces used in preparation, serving, and eating of the food, and shall keep clean all areas and equipment. The Seniors shall be responsible for sweeping and vacuuming floors and any shared equipment each day. The Seniors have received a copy of the Rental Inspection Clean-Up Checklist and agree to be bound by its requirements, excluding restroom responsibilities during the weekday.

The Seniors agree to enforce the "No Smoking" law for public buildings, including no smoking in the parking area.

Any damage caused by the Seniors' use of the NSCC facility or equipment shall be paid by the Seniors. Kitchen utensils, appliances, office equipment, tables, chairs and other items belonging to the premises are not to be removed from the NSCC facility.

The Seniors agree that they will replace any office supplies they use, including but not limited to paper, pens, sticky notes, and printer cartridges.

The City shall be responsible for the overall cleanliness of the site, including, but not limited to, polishing of the floors, mowing, trimming, snow removal and garbage disposal.

The City shall provide supplies for restrooms and janitorial service, including garbage bags, hand soap, and toilet paper.

The City shall provide a safe environment that meets safety standards set by federal, state and local regulations, such as fire extinguishers, etc.

3. INDEMNIFICATION. The Seniors shall be responsible for any damage to the NSCC facility, the parking area, and third persons occasioned by, or arising out of, any accident, acts, omissions or occurrences causing or inflicting injury and/or damage happening or done in, upon or about the NSCC facility due directly or indirectly to the rental, use or occupancy thereof or any part thereof by the Seniors or any person claiming through or under the Seniors. The Seniors will protect, indemnify and save harmless the City, its agents, employees and elected officials from and against any and all loss, cost, damages and expenses occasioned by, or arising out of, any accident or any other occurrence causing or inflicting injury and/or damages to any person or property, happening or done, in, upon, or about the NSCC facility, parking area or due directly or

indirectly to the rental, use occupancy thereof or any part thereof by the Seniors or any person claiming through or under the Seniors.

4. UTILITIES. The City shall furnish water, sanitary sewer, heat, air conditioning, electricity, telephone, cable and sanitary (garbage) disposal for the NSCC facility.

5. SUBLETTING. The Seniors shall not sublet the premises. The Seniors are responsible for any caterers, servers, and concessionaires who are affiliated with the Seniors' program/event.

6. ALCOHOLIC BEVERAGES. No alcoholic beverages of any kind are to be consumed inside or outside of the building. No liquor shall be sold within the building or premises without further authorization from the City.

7. DECORATIONS. The parties acknowledge that each program/event will be unique. Thus, prior to putting up any sort of decorations, the Seniors agree to get permission from the City. The following rules apply in all circumstances: No decorations may be adhered to the walls, ceiling, woodwork or windows; no open flame candles; no confetti; and no nails, thumbtacks or staples shall be applied to any surface of the building.

8. LIABILITY. The City shall carry primary insurance for those participating or using the NSCC. There shall be liability coverage for personal injury, personal liability, and product liability. The Seniors shall not do or omit from doing any act which would vitiate any insurance, or increase the insurance rates in force upon the premises.

9. NONDISCRIMINATION. All parties to this agreement shall comply with the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant thereto, the Rehabilitation Act of 1965, Section 504 and all other applicable Federal, State and local laws.

All parties shall comply with Federal, State and local nondiscrimination laws. In accordance with such laws, no person shall be discriminated against, excluded from participation, be denied benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap.

10. ASSIGNMENT. No assignment or transfer of this agreement or any extension thereof may be made in whole or in part, without the written consent of the City and the Seniors.

11. TERMINATION. No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized officers of both the Seniors and the City. Both parties may, at any time during the life of this agreement or any extension thereof, terminate this agreement upon thirty (30) days written notice of intention to do so.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by the duly authorized offices the day and year first written above

SENIORS

By _____
Chair
Nevada Senior Citizens

Date _____

CITY

By _____
City Administrator, Jordan Cook

Date _____