

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEW MEADOWS AND THE MEADOWS VALLEY SCHOOL DISTRICT CONCERNING THE DISTRICT'S USE OF THE CITY'S NEW MEADOWS YOUTH CENTER FOR THE DISTRICT'S HALF DAY PRESCHOOL PROGRAM

This Memorandum of Understanding is entered into between the City of New Meadows ("City") and the Meadows Valley School District ("District") concerning the District's use of the City's New Meadow Youth Center for the District's half day preschool program.

WHEREAS the City owns the New Meadows Youth Center ("Center"), which exists for the benefit of the residents of the City;

WHEREAS the District operates a half day preschool program, which benefits the residents of the City;

WHEREAS the District desires to use the Center for the District's half day preschool program;

WHEREAS the City finds that the use of the District of the Center for the District's half day preschool program benefits the residents of the City;

IT IS HEREBY AGREED AND UNDERSTOOD AS FOLLOWS:

That the City will allow the District to use the Center – in the areas set forth in Exhibit A - for the District's half day preschool program during the District's regular school year calendar which will be provided to the City annually;

That the City will retain the right to terminate the District's right to use the Center without cause;

That the City agrees to provide the District with ninety (90) days' written notice before the end of the school year if the City intends to terminate the District's right to use the Center;

That the City will be responsible for the maintenance and upkeep of the Center to maintain a safe and clean environment;

That the District recognizes that the City has no liability for any accident, matter or event that occurs or arises out of the District's use of the Center that is caused by the negligent act of omission of the District or a District employee;

That the District agrees to maintain liability insurance pertaining to its use of the Center and to make the City an additional insured on its liability insurance policies relating to the District's use of the Center;

That the District agrees to provide for participation of the preschool students and staff in any safety drills, inspections or training required for the proper use of the facility;

That the District agrees to provide a list of individuals who will be working in the Center or will have access to the building during the preschool hours;

That the District will provide the City an inventory of items belonging to the District which will be stored and/or used in the Center;

That the District shall provide to the City a list of enrolled students and designated guardians of those students before the beginning of the preschool program each year and the District will provide updates on enrolled students and designated guardians if there are changes;

That the District agrees to hold the City harmless and indemnify the City from any or all liability that arises or which may arise from the use of the Center caused by the negligent act of omission of the District or a District employee;

That the City agrees to hold the District harmless and indemnify the District from any or all liability that arises or which may arise from the use of the Center caused by the negligent act of omission of the City or a City employee;

That the District agrees to use its own professional staff in connection with its use of the Center, that the City will not be considered an employer of the District's professional staff, and that the City will not have any supervisory role with respect to the District's professional staff.

That the District agrees to maintain workers compensation insurance with respect to its professional staff involved in the District's use of the Center and that in the event that any professional staff sustain an accident or injury in connection with the District's use of the Center, that the City will enjoy the District's immunity from liability pursuant to Idaho Code Section 72-209 and will be considered a "statutory employer" as that phrase is recognized under Idaho law.

That the laws of the State of Idaho pertain to this Memorandum of Understanding, and that if there is a dispute involving interpretation of this Memorandum of Understanding, that the forum will be Adams County District Court, Adams County, State of Idaho.

Dated this \_\_ day of \_\_\_\_\_, 2025

Julie Good, Mayor, City of New Meadows

Dee Frederickson, Superintendent, Meadows Valley School District