

MEMORANDUM OF UNDERSTANDING
JOINT USE OF FACILITIES

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 18 day of July, 2019, by and between the CITY OF SHELLEY, a municipal corporation, hereinafter called the "CITY" and the SHELLEY SCHOOL DISTRICT NO. 60 of Shelley, Bingham County, State of Idaho, hereinafter called the "SCHOOL DISTRICT". Sponsored means that the CITY /or SCHOOL has complete control of the program; party must be CITY /or SCHOOL sponsored to be eligible.

WITNESSETH

WHEREAS, the City owns certain lands, buildings, facilities and equipment for recreation and public use, and

WHEREAS, the School District owns certain lands, buildings, facilities and equipment for recreation and public use, and

WHEREAS, it is the desire of both the City and School District to enter into an agreement whereby lands, buildings, facilities and equipment may be most completely and effectively used by both parties for the greatest public good, all pursuant to the authority vested in them by the provisions of Sections 67-2326 to 67-2333, inclusive, **Idaho Code.**

NOWHEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the City and School District mutually agree that the hereinafter lands, buildings, facilities and equipment owned by each may be used for the purposes indicated under the terms and conditions set forth.

GENERAL UNDERSTANDING

1. Each party will maintain its own lands, buildings, facilities and equipment in good usable condition. This will include mowing and watering of lawns.
2. When either the City or School District is using the property of the other, the party so using will provide, at its expense, sufficient supervision to prevent careless or malicious destruction of the property. Safety precautions will be the responsibility of the party using the property.
3. To simplify communications, City personnel shall receive approval for the use of School District property from the Principals or Grounds Keeper and all arrangements or use of City property shall be approved by the Recreation Program Director and/or Public Works Director. Events will coordinate with water and mowing schedules.
4. Additional agreements as set forth in grants will be considered part of this document. Other subsequent agreements occurring after the execution date of the Memorandum of Agreement may be attached by mutual consent. (Agreements in effect are attached)

5. The City tennis courts may be used by the School District during school hours and at other times mutually agreeable.
6. The City Parks may be used by the School District during the school year and at other times by mutual agreement. The School will make every attempt to use the parks during daylight hours; however, if necessary, park lights can be used at the city's expense.
7. City bleachers may be used by the School District during the school year and other times by mutual agreement. The bleachers will be moved by the City as required for special events.
8. The City may do snow plowing and removal of snow in front of schools to expedite school bus loading and unloading and sanding for the Schools as needed or requested.
9. City equipment and maintenance personnel may help, when available at the discretion of the Public Works Director.
10. City Pool may be used by the School District only if it is fully utilized by the class.
11. The City will use the Auditorium in accordance with this Agreement.
12. Gymnasiums, physical fitness rooms and wrestling room may be used by the City for recreational purposes when not in use by the School District and by mutual consent.
13. The play fields may be used by the City at a time set by mutual agreement.
14. The multipurpose rooms may be used by the City at a time set by mutual agreement.
15. School District restrooms may be made available when activities sponsored by the City under a responsible supervisor make it necessary. These facilities are to be kept locked at all other times.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement pursuant to proper authority the day and year first above written.

City of Shelley, a
Municipal Corporation

ATTEST:

Sandy Goodman BY: [Signature]
City Clerk Mayor

SHELLEY SCHOOL DISTRICT #60
Bingham County, State of Idaho

ATTEST:

[Signature] BY: [Signature]
Superintendent, Board of Trustees Chairman, Board of Trustees

This agreement may be modified by mutual agreement of School District No. 60, Board of Trustees and City Council of Shelley, to add or delete properties, facilities, services, uses, conditions or costs. It is further understood that only the terms and conditions set forth herein are binding on both parties. The Chairman of the Board and Trustees, or Mayor, may notify the other at any time, preferably by letter, of need to modify this agreement. Both parties will try to resolve such requests promptly.

This agreement will remain in effect until either party notifies the other in writing of its desire to terminate the agreement. Such notice is to be given six months prior to the effective date of termination.