

Lakeland Joint School District #272

15506 N. Washington St.
Rathdrum, ID 83858
208-687-0431



**LJSD Vision: A community committed to academic excellence ...
dedicated to student success.**

Board Action Item Request

AGENDA ITEM: City of Rathdrum, Washington Street MOU - Action

MEETING DATE: May 20, 2026

PREPARED BY: Jessica Grantham, Tim Haag

INFORMATIONAL SUMMARY:

The City of Rathdrum has prepared a Memorandum of Understanding (MOU) to outline protocols for the recently approved JBE parking lot replacement in conjunction with the city's repaving project. The Board approved the JBE parking lot replacement project at the April 15, 2026, Board Meeting.

RECOMMENDATION:

We recommend that the Board of Trustees approve the Washington Street MOU with the City of Rathdrum as presented.

ATTACHMENTS:

City of Rathdrum, Washington Street MOU

MEMORANDUM OF UNDERSTANDING

Between
The City of Rathdrum
And
Lakeland School District #272

PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the City of Rathdrum ("Rathdrum") and the Lakeland School District #272 ("Lakeland") to outline the terms and conditions for incorporating Lakeland's John Brown Elementary School parking lot upgrade into Rathdrum's Washington Street Rehabilitation Project (the "Project"). This collaborative effort aims to improve infrastructure efficiently while ensuring proper cost-sharing and reimbursement mechanisms.

Rathdrum is seeking to rehabilitate pavement, within the public right-of-way, for Washington Street between Main St. and S.H. 41. Lakeland owns and operates an existing parking lot at John Brown Elementary, which allows public parking for the school adjacent to Washington Street, where the Project is located. Lakeland has expressed a need to rehabilitate this existing parking lot and has asked Rathdrum to consider this element into the Project.

AUTHORITY

This MOU is established according to Idaho Code Sections 67-2326 through 67-2333, which allows public agencies to enter into cooperative agreements.

DEFINITIONS

1. **Scope Development:** The process of defining specific tasks, objectives, and deliverables for the force main upgrade.
2. **Change Order (CO):** A document detailing modification to the project's original scope, schedule, or cost.
3. **Contingency Fund:** A reserve fund for unexpected costs during construction.

SCOPE OF WORK

1. **Scope Development:** Rathdrum's City Engineer completed a plan set and scope of work for both the Washington Street Pavement Reconstruction and the parking lot rehabilitation, which was subsequently reviewed and approved by Lakeland. Upon execution of this MOU, this scope of work will be incorporated into the Project via Change Order.

2. **Design and Construction Integration:** Once the Change Order is issued, Rathdrum's overall design and construction contract with a single contractor will include the parking lot rehabilitation to ensure seamless execution.

RESPONSIBILITIES DURING CONSTRUCTION

1. Rathdrum:

- a. Manage and oversee the design and construction contract, ensuring compliance with agreed timelines and standards.
- b. Approve and sign contract amendments and change orders ("COs") in accordance with this MOU.
- c. Ensure adequate and consistent inspections are conducted as required.

2. Lakeland:

- a. Conduct site visits and inspection sufficient to assure Lakeland the construction work is being done in accordance with their approved plans and specifications, noting any deficiencies to the City Engineer in a timely manner.
- b. Notify staff to stay clear of construction activities.

FINANCIAL REIMBURSEMENT

Rathdrum shall pay the contractor directly for all Project work. Upon completion of the Lakeland's portion of the Project, Rathdrum shall send a reimbursement invoice to Lakeland in the amount of Twenty-Nine Thousand Two Hundred Thirteen and 69/100 Dollars (\$29,213.69). Lakeland shall provide payment to Rathdrum within thirty (30) days of receipt of the invoice.

PROCEDURES

1. **Change Orders:** Rathdrum shall keep all authority to approve and sign COs.
2. **Contractor Selection:** A single contractor will be engaged by Rathdrum to execute the entire Project, including Lakeland's parking lot rehabilitation. Rathdrum shall notify Lakeland of the selected contractor.
3. **Compliance with Standards:** Construction shall follow all applicable local, state, and federal standards and regulations.
4. **Contract Amendments:** Once Lakeland's portion of work has been included in the Project via CO, any additional contract amendments or COs that relate to or affect Lakeland's portion of the work shall be sent to Lakeland.

TERM AND TERMINATION

1. **Effective Date:** This MOU becomes effective upon signature by authorized representatives of both parties.
2. **Amendments:** This MOU may be amended by mutual agreement in writing.
3. **Termination:** Either party may terminate this MOU with 30 days written notice, provided all outstanding financial obligations are settled.

LICENSE

Lakeland hereby grants an access and construction license to Rathdrum, its employees, and selected contractor to access the parking lot area, and any needed adjacent areas, for the purposes of constructing Lakeland’s portion of work for the Project.

LIABILITY AND INDEMNIFICATION

1. Each party shall be responsible for its actions and liabilities. Nothing in this MOU shall be construed to create additional liability or indemnification obligations.
2. In the case of a liability or damage claim, each party shall defend its interests.
3. The selected contractor shall warrant the labor, material, and workmanship of the Project for two (2) years from completion. During that period, any discovered deficiencies in the parking lot area shall be reported by Lakeland to the City Engineer. The City Engineer shall work with the selected contractor to review any noted deficiencies that arise and address as allowed under the warranty. Any deficiencies discovered by Lakeland that fall outside the scope of the warranty, or the warranty period, shall be the sole responsibility of Lakeland to address.

LIMITATIONS

Nothing in this MOU shall be construed to create an employment relationship, joint venture, or partnership between the parties. Each party shall remain responsible for its liabilities and obligations.

DISPUTE RESOLUTION

If a dispute arises under this MOU, the parties agree to engage in good-faith negotiations to resolve the issue. If negotiation cannot achieve resolution, the parties may pursue mediation or other mutually agreed dispute resolution methods.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed tis Memorandum of Understanding on the dates indicated below:

City of Rathdrum

Lakeland School District #272

Mike Hill, Mayor

Michelle Thompson, Board Chair

Date: _____

Date: _____