



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: September 11, 2026

Agenda Item: 2026 Memorandum of Understanding for City's Annual Contribution to Special Needs Recreation

Agenda Item Location

Unfinished Business

Recommended Action or Motion

Approval of the Memorandum of Understand (MOU) for the City's annual contribution to Specialized Needs Recreation (SNR) for FY2026.

Functional Impact of Authorizing

Per City Council's direction at the August 25, 2026, meeting after SNR's request of a \$3,000 increase to match Hayden's contribution with its equitable share of 16% of Hayden residents utilizing their programs, an MOU has been created between the City and Specialized Needs Recreation.

Functional Impact of Not Authorizing

By not approving the MOU, the City would not have specific parameters outlined for its annual contribution to SNR. These parameters make SNR more accountable for the funds it receives from the City.

Fiscal Impact

The total being requested from SNR for FY2026 is \$6,000.00, which includes the \$3,000.00 that had already been budgeted.

Budget Funding Source/Transfer Request

The contribution expense for SNR will be paid from Specialized Needs Recreation GL#110-721-58006. There is no revenue GL account to offset this expense.

Attachment

Memorandum of Understanding for the City of Hayden's Contribution to Specialized Needs Recreation

**MEMORANDUM OF UNDERSTANDING
FOR THE CITY OF HAYDEN'S CONTRIBUTION TO SPECIALIZED NEEDS RECREATION**

THIS MEMORANDUM OF UNDERSTANDING (MOU) FOR THE CITY OF HAYDEN'S CONTRIBUTION TO SPECIALIZED NEEDS RECREATION is made and entered into this ____ day of September, 2026 by and between the City of Hayden, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, 8930 N. Government Way, Hayden, Idaho 83835 (hereinafter "City"), and Specialized Needs Recreation Inc., a Non-Profit Corporation D, PO Box 2451, Coeur d'Alene, Idaho 83816-2451 (hereinafter "SNR"). The City and Specialized Needs Recreation Inc. may be referred to herein as "Parties" or individually as "Party."

WHEREAS, City has agreed to an annual contribution to support SNR; and

WHEREAS, on August 25, 2026, the City Council approved SNR's request to increase the annual contribution from \$3,000 to \$6,000; and

WHEREAS, the City desires to have a MOU with SNR which specifies the terms of its annual contribution.

NOW THEREFORE, the City and SNR hereto mutually agree as follows:

1. That the City will:
 - a. As a municipal partner, provide an annual contribution of \$6,000 to SNR for services provided by SNR. The parties shall review the contribution, and the services provided every two years and may mutually agree to modify the annual contribution or services based upon participation, program costs, and available City funding.
 - b. Upon receipt of the annual invoice from SNR, process and pay the invoice through bills for payment.
 - c. Maintain the right to decide on the amount of the annual contribution through its budgeting process.
2. That SNR will:
 - a. Provide an annual update to City Council of the participation in SNR's programs.
 - b. Provide a copy of SNR's certificate of insurance.
 - c. Provide an annual financial statement and such reasonable documentation as may be necessary to verify SNR's use of the City's contribution and compliance with any services described in this MOU, including but not limited to:
 - i. annual participation report;
 - ii. number of Hayden residents served;
 - iii. certificate of insurance
 - iv. annual financial statement;
 - v. reasonable accounting for the City's \$6,000.
3. It is mutually agreed that:
 - a. This MOU may not be altered or amended in any fashion other than by a written agreement signed by both SNR and the City.
 - b. SNR or the City may cancel this MOU at any time, with or without cause, upon thirty (30) days written notice to the other party and specifying the date of termination. Termination of this MOU by either SNR or City shall also terminate the obligation or liabilities of the parties, except that the obligations and liabilities incurred prior to the termination date shall be honored.

- c. By entering into this MOU, the City assumes no responsibility for claims, damages, losses, expenses, actions and suits arising from SNR programs and activities, and SNR agrees that it is responsible for responding to all claims, damages, losses, expenses, actions and suits arising from SNR programs and activities. Nothing in this provision shall extend the liability of SNR beyond that provided in the Idaho Tort Claims Act, Idaho Code §6-901, et.seq.
- d. If any term or provision of this MOU is held by the courts to be illegal or in conflict with any Idaho law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular terms or provisions held to be invalid.
- e. This MOU shall be governed by the laws of the State of Idaho. Nothing herein shall be construed as in any way enlarging, affecting or waiving the jurisdiction, responsibility, liabilities or existing rights of either SNR or the City. Rather, this MOU provides only for the exercise of existing authorities in a cooperative manner to achieve a more efficient operation of government. For this reason, this MOU is entered for the sole purpose of setting forth the understanding of the parties in achieving a common purpose, and is not intended to provide a basis for legal action upon breach of any of its provisions.
- f. The parties understand and agree that each party's participation in this MOU is dependent upon the appropriation of sufficient funds, and that this MOU may be terminated in the event that sufficient funds to carry out the terms of this MOU are not appropriated or in the event of a holdback in funding that prevents such party from carrying out the terms of this MOU.
- g. The parties agree that no person shall, on the basis of race, color, creed, national origin or gender, be excluded from or denied participation in or otherwise subjected to discrimination in relation to any activity associated with this MOU.

CITYOF HAYDEN

Alan Davis, Mayor

Date: _____

SPECIALIZED NEEDS RECREATION INC.

SPatterson

Executive Director

Date: 9-11-2020

ATTEST:

Abbi Landis, City Clerk