

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 Agenda Item Request

AGENDA ITEM: City of Spirit Lake MOU

PURPOSE: Approve/Deny City of Spirit Lake MOU

MEETING DATE: November 19, 2025

PREPARED BY: Rusty Taylor, Jessica Grantham

INFORMATIONAL SUMMARY:

Former Superintendent Arnold held preliminary discussions with the City of Spirit Lake regarding the development of a facility-use MOU similar to the existing agreement with the City of Rathdrum. These discussions were not communicated with the current or incoming Administration, and no formal review occurred at the District level.

The City of Spirit Lake has since prepared and submitted the attached MOU for the Board's consideration and approval.

RECOMMENDATION:

The Superintendent recommends that the Board review the proposed MOU and provide direction.

ATTACHMENTS:

Proposed City of Spirit Lake MOU

MEMORANDUM OF UNDERSTANDING BETWEEN LAKELAND SCHOOL DISTRICT NO. 272
AND THE CITY OF SPIRIT LAKE

This Memorandum of Understanding (this Memorandum) made and entered into this 12th day of 025 (the Effective Date), by and between the City of Spirit Lake, a municipal corporation of the State of Idaho (the City), and the Lakeland School District No. 272, a school district of the State of Idaho (the District).

WHEREAS, the District and the City (collectively, the Parties) are mutually interested in preserving, cultivating, and promoting a program of community recreation and student activities; and

WHEREAS, each Party is authorized to execute this Memorandum, and to do all things necessary or convenient to aid and cooperate in the cultivation of good citizenship by providing for programs of community recreation and student activities; and

WHEREAS, it is in the interest of the residents of the City of Spirit Lake for the Parties to provide the best services with the least possible expenditure of public funds; and

WHEREAS, a cooperative approach to use of the City's and the District's respective facilities can provide for better utilization of these facilities by both Parties to the benefit of City residents; and

WHEREAS the purpose of this Memorandum is to allow and encourage the City and District to work together in planning, developing, and providing for the joint use of certain facilities of the City and of the District.

NOW, THEREFORE, the City and the District hereby agree to cooperate with each other in carrying out the above purposes, and, to that end, agree as follows:

1. RECIPROCAL USE OF PART-TIME-USE FACILITIES:

- A. For purposes of this Memorandum, the term "Part-Time-Use Facility" is defined as any real property, building, or structure owned by a Party that a Party uses for its own purposes on an intermittent basis and which remains unused by the Party during other periods. Illustrative examples of Part-Time-Use Facilities include, but are not limited to, District gymnasiums, District auditoriums, City parks, and City athletic fields.
- B. The District shall make its Part-Time-Use Facilities available to the City for community recreational use during those times when the District is not using those Part-Time-Use Facilities for its own District purposes.

- C. The City shall make its Part-Time-Use Facilities available to the District for schoolrelated use during those times when the City is not using those Part-Time-use Facilities for its own City purposes.

2. SCHEDULING PROCEDURES:

A. Requests by the City to the District

Requests by the City for use of District Part-Time-Use Facilities during the District's school year shall be made on an annual basis. For the school year commencing in the same year as the Effective Date of this Agreement, The City shall provide its requests to use the District's facilities no later than 45 days from the Effective Date of this Memorandum. For each subsequent year, the City shall provide its requests to use the District's facilities no later than May 30 of that year. On reasonable written notice to the City, the District may establish another date by which the City must submit its requests to the District.

Requests by the City for use of District Part-Time-Use Facilities during times other than during the District's school year shall be made with reasonable notice to the District. The District acknowledges that at least 30 days' notice shall constitute reasonable notice; however, a shorter period may also be reasonable, under applicable circumstances.

Requests by the City for use of District facilities shall be made through the District's online scheduling program and shall be made by the Mayor or his/her designated representative. The Superintendent of Schools or his/her designated representative shall provide to the Mayor or his/her designated representative, within a reasonable time, a written response to the request.

B. Requests by the District to the City

Requests by the District for use of City Part-Time-Use Facilities shall be made with reasonable advance notice to the City. The City acknowledges that at least 30 days' notice shall constitute reasonable notice; however, a shorter period may also be reasonable, under applicable circumstances.

Requests by the District for use of City Part-Time-Use Facilities shall be made in writing by the Superintendent of Schools or his/her designated representative. The Mayor or his/her designated representative shall provide to the Superintendent or his/her designated representative, within a reasonable time, a written response to the request.

C. Resolution of Conflicting Requests for Use

If more than one entity seeks to use a Party's Part-Time-Use Facility on the same day and at the same time as another entity, and the Party has not yet permitted any requesting entity to use the Part-Time-Use Facility, then the Party shall permit the entity with the event of the highest priority, according to the Party's Priority List established below, to use its facility.

In the event that the requested events are of equal priority, the Party shall exercise its discretion in deciding which event is permitted to use the facility.

D. Priority Lists

The District here establishes the following Priority List for use of its Part-Time-Use Facilities:

First Priority: District school events, activities and/or programs.

Second Priority: City youth recreational events, activities, or programs.

Third Priority: Other youth recreational events, activities, or programs.

Fourth Priority: City adult recreation events, activities, or programs.

Fifth Priority: Other events, activities, or programs of other agencies or groups as may be approved or permitted by the District.

The City here establishes the following Priority List for use of its Part-Time-Use Facilities:

First Priority: City events, activities, or programs;

Second Priority: District events, activities, or programs,

Third Priority: Other events, activities, or programs of other agencies or groups as may be approved or permitted by the City.

E. Rescheduling

A Party may unilaterally reschedule the other Party's previously-approved use of a Part-Time-Use Facility only when the rescheduling Party seeks to use its own Part-Time-Use Facility for its own purposes (i.e., a "First Priority" use) at the same time as the other Party's previously-approved use. In all other instances, the consent of the other Party is required to reschedule a previously approved use.

The rescheduling Party shall notify the other Party of the request to reschedule with as much advanced notice as possible. If rescheduling is permissible under this Memorandum, the rescheduling Party shall reschedule the use to a time acceptable to

the other Party, insofar as is possible. The rescheduling Party shall have no liability or responsibility for damages resulting from the rescheduling, and the other Party shall hold the rescheduling Party harmless from any such damage.

F. Coordination Meetings

A Party may, on reasonable notice to the other, request a meeting with the other Party to discuss any matter related to this Memorandum. Dates for these meetings will be scheduled by mutual agreement between the Superintendent of Schools or his/her designated representative and the Mayor or his/her designated representative.

3. SUPERVISION OF USE:

- A. Each Party agrees to provide adequate adult personnel to supervise that Party's use of the other's Part-Time-use Facility. The Party permitting use of its Part-Time-Use Facility may review the adequacy of the level of supervision and may require the Party using the Part-Time-use Facility to identify and define the roles expected of the provided supervisor(s) and staff.
- B. The Party permitting use of its Part-Time-Use Facility may require, at its discretion, the other Party to provide security and/or crowd control to maintain orderly use of the Part-Time-use Facility. Each Party agrees to use its best efforts to manage the conduct of people involved in the Party's activities.

4. MISCELLANEOUS:

A. Conformity with Law

Each Party's use of the other Party's facilities shall be in accordance with all applicable rules, policies, regulations, laws, procedures and permits governing the approved use of facilities of either Party, the laws of the State of Idaho, the terms of this Memorandum, and any other mutual written agreement of the parties are supplemental thereto.

Nothing in this Memorandum shall constitute a grant of immunity from the liability standards established by the Idaho Tort Claims Act.

B. Equipment and Supplies

The Party using the other Party's Part-Time-Use Facility may use what equipment is located at the Part-Time-Use Facility only if agreed to by the Party owning the PartTime-Use Facility. The Party using such equipment must report all damage done

to such equipment, and the Parties shall negotiate a mutually agreeable method and amount of payment for the equipment's replacement or repair.

C. Advertising

A Party using the other Party's Part-Time-Use Facility may post advertising material at that facility only in places designated by the other Party for such purposes. The Party shall post only advertising matter related to that Party's events, activities, or programs, unless otherwise established by separate written agreements or memoranda.

When joint programs are sponsored, each Party shall share in the public acknowledgment.

D. Retail Sales and Concessions

Neither Party shall conduct retail sales or grant concessions for the sale of refreshments at the other Party's Part-Time-use Facility unless specifically authorized to do so by separate written agreement.

E. Improvements and Safety Features

In the event that the Parties determine that improvements or equipment, including safety features, are to be made or installed as part of a Party's use of the a Part-TimeUse Facility, the Parties agree to enter separate agreement(s) defining the terms by which such improvements or equipment are made or installed. Such agreement(s) shall address the apportionment of installation, maintenance, operation, and removal costs and responsibilities.

F. Hold Harmless

The City agrees to indemnify and hold the District harmless from any and all liability, loss, damage, or claims, of any description, which results from the negligence of the City and its employees, officers, and/or agents that the District may suffer arising out of or in connection with this Memorandum.

The District agrees to indemnify and hold the City harmless from any and all liability, loss, damage, or claims, of any description, which results from the negligence of the District and its employees, officers, and/or agents that the City may suffer arising out of or in connection with this Memorandum.

G. Insurance

It is hereby understood and agreed that whenever either Party to this agreement shall use, operate, or occupy any facility owned by the other Party, the Party using the facility shall bear risk of loss or damage to the facility being used and shall obtain and maintain

public liability insurance in the amount no less than One Million Dollars (\$1,000,000) single limit liability. Each Party agrees to bear the risk of loss and agrees to indemnify the other to the extent of liability arising out of the Party's use, occupancy, or control of the property.

Each Party shall provide the other Party with a Certificate of Public Liability Insurance, naming the other Party as an additional insured to the extent required by this Memorandum and showing proof of the required insurance coverage. Insurance coverage shall always be maintained.

H. Administration and Annual Review

The Mayor or his/her designated representative and the Superintendent or his/her representative shall administer this cooperative undertaking and Memorandum.

Each January, a review panel will meet to consider and recommend changes to this Memorandum. This panel shall be comprised of three members, jointly designated by the Superintendent and the Mayor, familiar with the workings of this Memorandum and the programs supported thereby. Any proposed changes to this Memorandum proposed by this panel shall be presented to the appropriate governing bodies for their consideration and approval.

I. Payment for Use of the Property

The Party permitting use of its Part-Time-Use Facility shall charge no fee for the other Party's use of the Part-Time-Use Facility. However, the Party using the Part-Time-Use Facility shall bear responsibility for all Extraordinary Costs associated with its use. Extraordinary Costs are those costs that the Party owning the Part-Time-Use Facility would not incur, but for the other Party's use of the facility. Examples of these Extraordinary Costs include, but are not limited to, additional staffing costs, increased maintenance costs, and extra janitorial services. .

Such Extraordinary Costs shall be billed and paid within a timeline agreed upon between the Parties. The Parties may agree to deem these Extraordinary Costs as offset by each Party's reciprocal use of the other Party's Part-Time-Use Facilities.

Where preparation of a Part-Time-Use Facility is necessary for a Party's use, including, for example, the painting of lines on the facility's field for a sports event, the Party using the facility shall be responsible for performing said preparations and for bearing the costs thereof.

J. Term of Agreement

This agreement shall be effective as of the Effective Date above. Either Party may terminate this agreement by written notice to the other Party, but such termination shall be effective no sooner than sixty (60) days following the date of the notice to terminate.

K. No Additional Authority

No term of this Memorandum authorizes either Party to acquire, hold and/or dispose of real or personal property.



Mayor

Chair of the Board

Attest

Attest



City Clerk

Clerk of the Board