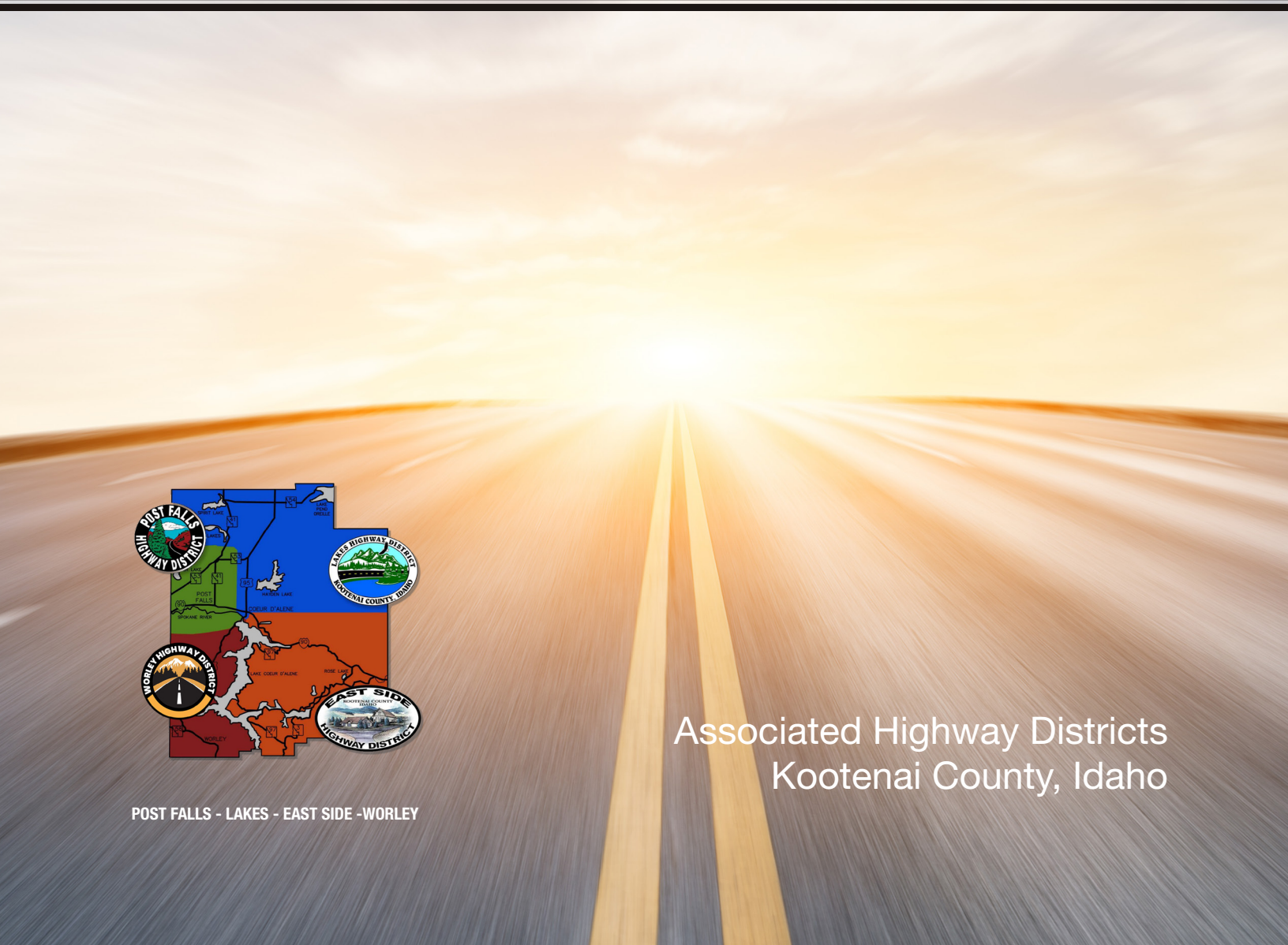
Memorandum with Kootenai County



POST FALLS - LAKES - EAST SIDE -WORLEY

Associated Highway Districts
Kootenai County, Idaho

MEMORANDUM OF UNDERSTANDING

Kootenai County and Eastside Highway District, Lakes Highway District, Post Falls Highway District and Worley Highway District ("the Districts") enter into this Memorandum of Understanding (MOU) in a cooperative effort to enhance compliance with the requirements of the Kootenai County Land Use and Development Code, Title 8, Kootenai County Code, effective June 14, 2016 ("the Land Use Code"), with respect to those provisions requiring private roads to be built in compliance with the *Highway Standards for the Associated Highway Districts of Kootenai County, Idaho* ("the *Standards*").

WHEREAS, the Districts do not have statutory jurisdiction over private roads; and

WHEREAS, Kootenai County has statutory jurisdiction over subdivisions, including private roads contained therein and private roads connecting a subdivision to the nearest existing public or private road; and

WHEREAS, the parties to this MOU recognize that the Districts have the expertise and are better situated to determine if private roads have been built in compliance with the *Standards* whenever the Land Use Code so requires; and

WHEREAS, the Districts are routinely requested to take private roads into their highway systems but are unable to do so when those roads have not been constructed in compliance with the *Standards*; and

WHEREAS, the Districts are willing to assist Kootenai County in the enforcement of the above-referenced provisions of the Land Use Code so long as fees collected by the Districts from applicants cover increased costs or staffing requirements for the Districts resulting from this assistance;

NOW THEREFORE, in consideration of the mutual interests and benefits to be derived from the cooperative efforts of the parties in enforcing compliance with the Land Use Code, the parties agree as follows:

1. The County will require applicants to coordinate inspection of private roads with the respective District and to pay the fee required by the District for the inspection.

2. The District may assign its inspection responsibilities under this MOU to its agents or independent contractors, as the District deems appropriate.

3. The District will notify Kootenai County Community Development that it has inspected the roads and the results of the inspection.

4. Any party hereto has the right to terminate its participation in this MOU for any reason by giving thirty (30) days' notice in writing to each party to this MOU.

5. This MOU may be amended or supplemented by mutual agreement effectuated in writing and duly executed by the parties.

6. This MOU shall be in full force and effect when signed by all parties.

7. Each party warrants that its participation and execution of this MOU has been duly approved by its governing board.

8. All notices, requests and other communications under this MOU shall be in writing, and shall be (a) delivered personally; (b) sent via FedEx or similar private express mail service (hereinafter "FedEx"); (c) sent via facsimile; (d) sent via email, or (e) mailed, postage prepaid, and addressed as follows:

Kootenai County
Attn: Director of Community Development
P.O. Box 9000
Coeur d'Alene, ID 83816

Eastside Highway District
Attn: Road Supervisor
6095 E. Mullan Trail Road
Coeur d'Alene, Idaho 83814

Lakes Highway District
Attn: Director of Highways
PO Box 460
Hayden, Idaho 83835

Post Falls Highway District
Attn: Road Supervisor
5629 E. Seltice Way
Post Falls, ID 83854

Worley Highway District
Attn: Road Supervisor
12799 W. Ness Road
Worley, Idaho 83876

9. Each party agrees to indemnify, defend and hold harmless the other parties, their officials, agents, officers, and employees against any and all liabilities, obligations, lawsuits, administrative writs, claims, judgments, or penalties arising as a result of the party's actions conducted in performance of its duties under this MOU.

10. This MOU supersedes and replaces that Memorandum of Understanding dated October 31, 2005 between the County and the District.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 19 day of December, 2016.

KOOTENAI COUNTY
BOARD OF COMMISSIONERS

Daniel H. Green, Chairman

Marc Eberlein, Commissioner

David Stewart, Commissioner

ATTEST:
JIM BRANNON, CLERK

By: _____
Deputy Clerk

CLERK OF 1ST DISTRICT COURT
FIRST JUDICIAL DISTRICT KOOTENAI COUNTY
OFFICE AUDITOR AND RECORDER
STATE OF IDAHO

EASTSIDE HIGHWAY DISTRICT

Terry Sverdsten, Chairman

ATTEST

By: Rosie Leake
Rosie Leake, Secretary Treasurer

LAKES HIGHWAY DISTRICT

Rodney Twete, Chairman

ATTEST

By: Bonny A. Flagg
Bonny A. Flagg, District Clerk

POST FALLS HIGHWAY DISTRICT

Lynn Humphreys, Chairman

ATTEST:

By: Shirley Walson
Shirley Walson, District Clerk

WORLEY HIGHWAY DISTRICT

James Mangan, Chairman

ATTEST

By: Susan Kuykendall
~~Carol Richel, District Clerk~~
SUSAN KUYKENDALL, DEPUTY CLERK