

# **Memorandum with Kootenai County**

## MEMORANDUM OF UNDERSTANDING

Kootenai County, Eastside Highway District, Lakes Highway District, Post Falls Highway District and Worley Highway District (Highway Districts) enter into this Memorandum of Understanding (MOU) in a cooperative effort to enhance compliance with the requirements of Kootenai County Ordinance No. 344, enacted December 31, 2004, with respect to those provisions requiring that private roads be built to Highway District standards.

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

WHEREAS, Kootenai County has statutory jurisdiction over subdivisions, including private roads contained therein;

WHEREAS, the parties to this MOU recognize that the Highway Districts have the expertise and are better situated to determine if private roads have been built to applicable Highway District standards in compliance with the ordinance;

WHEREAS, the Highway Districts are routinely requested to take private roads into their systems and are unable to do so because the private roads were not constructed to Highway District standards.

WHEREAS, the Highway Districts are willing to undertake administration of this portion of the ordinance on behalf of Kootenai County as long as such undertaking does not result in increased costs or staffing requirements for the Highway Districts;

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 ordinance, the parties agree as follows:

1. The County will require applicants to coordinate inspection of private roads with the respective Highway District and to pay the fee required by the Highway District for the inspection;
2. The Highway District may assign its inspection responsibilities under this MOU to its agents or independent contractors as the Highway District deems appropriate;
3. The Highway District will notify Kootenai County Planning Department 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 in effect when signed by all parties;
7. Each party hereby 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, or (d) mailed, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

Kootenai County  
David Kelly  
Attn: Planning Director  
PO Box 9000  
Coeur d'Alene, Idaho 83816-9000

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

Lakes Highway District  
Attn: Road Supervisor  
PO Box 460  
Hayden, Idaho 83835

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

Worley Highway District  
Attn: Road Supervisor  
6887 W. Kidd Island Road  
Coeur d'Alene, Idaho 83814

- 9. Each party hereby 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.

EXECUTED and EFFECTIVE THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Original document executed in 2005 is available at the Highway District Offices)