

MEMORANDUM OF UNDERSTANDING

Between
City of Post Falls
and the
Post Falls Highway District

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by the City of Post Falls (the "City"), a municipal corporation of the State of Idaho, with its principal address at 408 N. Spokane Street, Post Falls, Idaho 83854 and the Post Falls Highway District ("PFHD"), with its principal address at 5629 E. Seltice Way, Post Falls, Idaho 83854.

WITNESSETH:

WHEREAS, there are a number of PFHD roads within the City that are challenging for the PFHD to provide snow & ice response during the winter. These locations are typically in the middle of the City and are mostly in residential areas; and

WHEREAS, the City expects new annexations on Pleasant View and Prairie Avenue to be finalized in the near future. These additions to the City's road network will be challenging for City crews to maintain with regard to snow operations; and

WHEREAS, considering that the City is more geared to plowing city streets while the PFHD is more geared for plowing higher speed arterials roads, both parties have expressed interest to work together to better provide snow operations for motorists; and

WHEREAS, the purpose of this MOU is to ensure the safety and efficient passage of motorists and emergency vehicles along both City and PFHD maintained streets through coordinated winter weather maintenance and snow removal operations.

NOW, THEREFORE, in consideration of the above and subject to the limitations herein, the parties agree as follows:

A. The City shall provide snow & ice operations for the following roads lying within PFHD's jurisdiction:

- 12th Ave from HWY 41 to Idaho St.
- 16th Ave from HWY 41 to Idaho St.
- N. Sky Blue Dr.
- N. Wildrose Ln.
- N. American Dr.
- N. Syringa Dr.
- E. Prairie View
- E. Horsehaven Ave
- N. Ridgeview Dr.
- E. 22nd Ave
- N. Westwind Dr.
- N. Baldy Way
- N. Gracie Way
- N. Miller Way
- N. Kimberlie Ln.
- N Tinsmith Ln.

B. PFHD shall provide snow & ice operations for the following roads lying within the City's jurisdiction:

- Prairie Ave from HWY 41 to Pleasant View
- Pleasant View from Seltice Ave to HWY 53
- Seltice from Beck Rd. to Stateline
- Meyer Rd. from Poleline to Prairie
- W. Hayden Ave from McGuire to Huetter

C. PERFORMANCE EXPECTATIONS: The City will provide snow & ice operations on PFHD roadways without using gated plows and according to the City's snow and ice policy, as currently adopted or subsequently amended. PFHD will provide snow & ice operations on City roadways according to PFHD's snow and ice policy, as currently adopted or subsequently amended. De-icer will be applied as necessary according to each jurisdiction's policy. The parties will coordinate their efforts based on each party's particular needs.

D. LIMITATIONS: Nothing in this Memorandum of Understanding between the City and the PFHD shall be construed as limiting or expanding the statutory or regulatory responsibilities of either party in performing functions granted to them by law; or requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

E. LIABILITY – HOLD HARMLESS: Nothing in this Memorandum of Understanding shall be construed as expanding either party's liability. The City agrees to indemnify and hold PFHD 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 PFHD may suffer arising out of or in connection with this Agreement. PFHD 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 PFHD and its employees, officers, and/or agents that the City may suffer arising out of or in connection with this Agreement. Both parties agree to cooperate with the other to the greatest extent possible in the defense of any claim brought against either party. Both parties shall be independently responsible for their actions consistent with the principles embodied in the Idaho Tort Claims Act. The City and PFHD reserve the right to defend or settle any legal action or claim to which the provisions of this Agreement are or may be applicable.

F. GOVERNING LAW & RESOLUTION OF DISPUTES: This MOU is made in the State of Idaho, and Idaho law shall govern all aspects of the MOU. Should a dispute arise between the parties, it is agreed that they will attempt to resolve the matter by promptly meeting and discussing the dispute. If the dispute is not resolved following such discussion, the parties agree to mediate the dispute in accordance with Idaho law. Should it be necessary to resolve the dispute in court, it is agreed that the prevailing party shall be entitled to its reasonable costs and attorney fees. Venue for such dispute shall be in the District Court of the State of Idaho in the County of Kootenai and may not thereafter be removed to any other state or federal court.

G. AMENDMENTS: Amendments to this MOU shall become effective upon mutual agreement and written approval by the PFHD's Board of Commissioners and the signing authority of the City of Post Falls.

H. COMMENCEMENT/EXPIRATION DATE: This Memorandum of Understanding shall become effective upon signature of the Chairman of PFHD or delegate and the signing authority of the City of Post Falls, whichever is most recent, and shall remain in full force and effect until amended through mutual agreement or terminated by either party as set forth in Clause H.

I. TERMINATION: Either party may terminate the MOU at any time, for any reason, by providing thirty (30) day written notice to the other party specifying the effective date of the termination.

J. SEVERABILITY: If any part of this MOU is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.


K. NOTICES:

Principal Contacts:

- | | |
|--|--------------|
| 1. John Beacham, PW Director, City of Post Falls | 208-457-3374 |
| 2. Ross Junkin, PW Maintenance Manager, City of Post Falls | 208-457-3384 |
| 3. Michael Lenz, Director of Highways, Post Falls Highway District | 208-765-3717 |

DATED this _____ day of December, 2021.

CITY OF POST FALLS


BY  _____
Mayor

DATE: 12/21/21

BY  _____
PW Director

DATE: 12/22/21

Approved as to form and content:

BY  _____
Legal Counsel for City

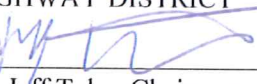
DATE: 12/22/21

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POST FALLS HIGHWAY DISTRICT

BY

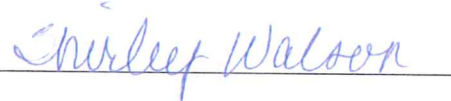


Jeff Tyler, Chairman

DATE:

12/22/2021

ATTEST:



Shirley Walson, District Clerk

DATE:

12.22.2021