

1. I reached out to Amy White with the Board's questions regarding the Veterans Memorial. I received the following response from one of her colleagues at Anderson, Julian, and Hull, Bret Walther:

Hi Lisa,

Please give me a call to discuss in more detail.

1. If we were to lease the land on which the memorial will sit, do you have a template with language that we could use? If not, are there specific issues we need to make sure to address? One board member suggested a lease of 100 years at \$1.00 per year. **I can put together a simple lease. Unfortunately, you will need to have a land surveyor get a metes and bounds description of the parcel to be leased which will be a part of the Lease.**
2. If we lease the land, what does the lease provide? **Occupation, use and access. Will need an access easement if the leased area is "landlocked."**
3. If the memorial is erected on our property and there is a lease, who owns the memorial? If we do not lease the land, who owns the memorial? **They own the memorial. AT the end of the Lease term, they either remove it or donate it.**
4. What is the best way to manage the project if it is donated? **If the memorial is donated, I would recommend that the money is donated to the district earmarked for the project and then bid according to the laws that govern the bidding process.** **Bret strongly encouraged us to take this route.

When I called Bret he indicated that we should not move forward with the project until the group receives 501c(3) status. This ensures they are a legal entity, which allows us to enter into a contract. He strongly encouraged the Board to work with our legal team throughout the process to avoid errors and pitfalls. Bret was the one to respond to my email because this activity fits best in his wheelhouse.

2. The membership fee for Rathdrum Chamber was paid for the upcoming year. I let Ashley know the board asked about moving back to a non-profit status moving forward.

a. The intention of having the city of Rathdrum and the school district partner with the chamber is to create a sense of unity within Rathdrum. Participation at the level we currently hold allows the district access to events that support the entire Rathdrum community (National Night Out, the ability to speak at Chamber luncheons and Chamber events).

3. I reached out to Megan O'Dowd with the board's question regarding the ability of the district to rent a bus and driver and if there is any change in liability for the district. Her response is below:

Hi Lisa,

Question 1:

Yes, a school district can lease out its buses. According to IDAHO CODE 33-1512, the lease is permissible when commercial transportation is not reasonably available. This doesn't require any kind of special analysis but general requires an email or communication with the Lessee/Applicant saying that they have tried to rent other buses and they are too expensive or some other factor that makes the arrangement 'unreasonable.'

The rate must be not less than the district's cost per mile and the funds have to be earmarked to replacement of buses. During the use period, the District name/information must be concealed.

Question2:

We cannot 'rent' out our employees. I recommend having the other company hire our drivers on their own time outside of the District. We shouldn't be using our drivers and paying them through District funds for non-District business (even if the price was built into the rental costs).

**Also, I recommend talking to the District's insurance company to see what language they would want to see in the MOU or what additional endorsements they might want.

Thanks!

Megan O'Dowd

4. I reached out to Chad at ICRMP with the board's question regarding the liability of renting our buses. His response is below:

Lisa,
Insurance generally follows the vehicle.

The challenge with this option is that you become a rental agency, which your policy isn't really set up to contemplate. ICRMP's policy would not provide coverage under your policy for a vehicle that has been rented to another agency for a fee. We would have to look to the policy of that other entity for coverage. They would have hired and non-owned liability coverage in place to cover vehicles they had rented or leased, so that would probably be ok in this case.

The downside is that you lose the ability to screen the driver, make sure they are properly trained etc. and would still be down a bus if it is in an accident.

Hope that helps.