Lakeland Joint School District #272

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Phone: 208-687-0431 Fax: 208-687-1884
~ Web www.sd272.org

Board Agenda Item Request

AGENDA ITEM: **Action Item**

PURPOSE: Approve the 2026 Emergency Transportation Memorandum of Understanding between LJSD and the Kootenai County Office of Emergency Management

MEETING DATE: November 18th, 2026

PREPARED BY: Jake Massey

INFORMATIONAL SUMMARY:
Attached is the 2026 Memorandum of Understanding ("MOU") between LJSD and the Kootenai County Office of Emergency Management for Emergency Transportation.

Two versions of the MOU are presented below, first is the version with the attorney's recommended additions in red, and the second is the draft presented in the October 2026 regular board meeting.

2026 Emergency Transportation MOU with revisions
2026 Emergency Transportation MOU as presented on October 21, 2026

SUPERINTENDENT'S RECOMMENDATION:
It is my recommendation that the Board of Trustees approve the 2026 Emergency Transportation Memorandum of Understanding between LJSD and the Kootenai County Office of Emergency Management.

Memorandum of Understanding

Emergency Transportation by Lakeland School District #272

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is hereby entered into by and between KOOTENAI COUNTY (hereinafter referred to as the "County"), and the LAKELAND SCHOOL DISTRICT #272 (hereinafter referred to as the "School District").

I. **PURPOSE**. The purpose of this MOU is to provide for the use of the School District's transportation capabilities for transportation of the Kootenai County general public and emergency/support personnel in the event transportation is necessary during a disaster emergency.

II. **STATEMENT OF BACKGROUND INFORMATION**. Continued growth in the community has required ongoing contingency planning for the transportation of citizens and emergency/support personnel in the event of a disaster emergency.

III. **STATEMENT OF MUTUAL BENEFIT AND INTEREST**. The County and the School District will work together to provide transportation capabilities should the same be deemed necessary by the County. The County and the School District enter into this MOU pursuant to, among other, the joint exercise of powers authorized by Idaho Code 67-2328.

IV. **THE COUNTY SHALL:**

a) Notify the School District's emergency contact when the use of its transportation capabilities is needed during an emergency. The County is aware that during summer, spring, and winter breaks the School District's drivers may be unavailable.

b) Provide the School District with required directions, routes, and frequency of transport to designated locations upon notification that a disaster emergency has been declared.

c) Reimburse the School District for fuel use during emergency transportation operations.

d) Reimburse the School District for the amount of gross salary paid to drivers employed during the local disaster emergency transportation operations. Gross salary is to include the employer portion of FICA, FUTA, and retirement benefits.

V. **THE SCHOOL DISTRICT SHALL**:

a) Provide transportation services, qualified drivers, and support functions as necessary, and as available, within twenty-four (24) hours of notification by the County.

b) Be solely responsible for the supervision of its employees, as well as the operations, maintenance, and hazard and liability insurance of the requested transportation equipment.

VI. It is understood by all parties to this MOU that these services will be used only when the County makes a declaration that a local disaster emergency exists in which emergency transportation services are necessary

VII. Compensation to the School District will be in accordance with Title 46, Chapter 10, Idaho Code. Pursuant to Idaho Code §67-2808(b), upon making the declaration of emergency, any sum required to reimburse the School District per paragraphs IV(c) and IV(d), above, may be expended without compliance with formal bidding procedures. The County will assist School District in coordination of requests for compensation.

VIII. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

	KOOTENAI COUNTY	**LAKELAND SCHOOL DISTRICT**
KEY CONTACT:	Tiffany Westbrook, Director	Jessica Grantham, CFO Summer Bilski, Transportation Director
AGENCY NAME:	Kootenai County Office of Emergency Management	Lakeland School District #272
STREET ADDRESS:	1662 W. Wyoming Ave	15506 N. Washington Street
CITY/STATE:	Hayden, ID 83835	Rathdrum, ID 83858
PHONE NUMBER:	208-446-1775	208-687-0431
ALTERNATIVE NUMBER:	208-661-0640	(208) 773-1658
EMAIL ADDRESS:	twestbrook@kcgov.us	jessica.grantham@lakeland272.org summer.bilski@lakeland272.org

IX. COMMENCEMENT/EXPIRATION DATE. This MOU shall be deemed executed as of the date of last signature below, and shall be effective for five (5) years thereafter, at which time it shall expire unless extended by mutual written agreement.

X. EARLY TERMINATION. Either party may terminate this MOU with thirty (30) days' written notice to the other party.

XI. MODIFICATION. Modifications of this MOU shall be made by mutual consent of the parties by the issuance of a written modification, signed and dated by both parties.

XII. LIABILITY

a) Both parties and, except in cases of willful misconduct or gross negligence, their agents, employees and representatives, shall be entitled to the immunities from liability for personal injury, death or property damage described in and to the fullest extent allowed by Idaho Code §46-1017, the Idaho Tort Claims Act, the Idaho Constitution, and any other applicable federal, state or local laws, rules, and regulations, including but not limited to those dealing with emergency and disaster preparedness and response.

b) Subject to the limits of Idaho Code §46-1017, the Idaho Tort Claims Act, the Idaho Constitution or any applicable law, rule, or regulation granting immunity to the County, the County shall be solely responsible for any loss, costs, damages or injury caused to third parties or property arising from the actions of the County, or its elected officials, employees, agents, or volunteers, and shall indemnify, hold harmless and defend School District from any claims, litigation, or liability arising from any loss, costs, damages, or injury caused to third parties or property arising from the negligent actions of Kootenai County elected officials, employees, agents or volunteers pursuant to this MOU.

c) Subject to the limits of Idaho Code §46-1017, the Idaho Tort Claims Act, the Idaho Constitution or any applicable law, rule, or regulation granting immunity to the School District, the School District shall be solely responsible for any loss, costs, damages, or injury caused to third parties or property arising from the actions of the School District, or its officials, employees, agents, or volunteers, and shall indemnify, hold harmless, and defend the County from any claims, litigation or liability arising from any loss, costs, damages or injury caused to third parties or property arising from the negligent actions of School District officials, employees, agents or volunteers pursuant to this MOU.

XIII. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU shall in no way restrict the County or School District from participating in similar activities with other public or private agencies, organizations, and individuals.

XIV. NON-FUND OBLIGATION DOCUMENT. This instrument is neither a fiscal or obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those governing government procurement and printing. Nevertheless, the parties acknowledge and agree that any services procured pursuant to this MOU will be solely in the case of a declared local disaster emergency, and therefore it is intended that payment for such services be exempt from the competitive bidding process in accordance with Idaho Code §67-2808.

Memorandum of Understanding

Emergency Transportation by Lakeland School District #272

The persons executing behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this _____ day of _____, 20__.

LAKELAND SCHOOL DISTRICT #272

_____
Jake Massey, Superintendent

DATED this _____ day of _____, 20__.

KOOTENAI COUNTY
BOARD OF COMMISSIONERS

ATTEST:

JENNIFER LOCKE, CLERK

By:_____
Deputy Clerk

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LAKELAND SCHOOL DISTRICT #272

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Jake Massey, Superintendent

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KOOTENAI COUNTY
BOARD OF COMMISSIONERS

ATTEST:

JENNIFER LOCKE, CLERK

By:_____

Deputy Clerk