

# Memorandum of Understanding

## Emergency Response Use of Kootenai County Fairgrounds

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 KOOTENAI COUNTY FAIR BOARD (hereinafter referred to as "the Fair Board.")

- I. **PURPOSE.** The purpose of this MOU is to provide for the use of the Kootenai County Fairgrounds, located at 4056 N. Government Way, Coeur d'Alene, Idaho 83815, during periods of emergency.
- II. **STATEMENT OF BACKGROUND INFORMATION.** Emergency incidents may require the use of fairgrounds facilities. Possible uses include, but are not limited to: inmate evacuations, emergency shelters; food preparation and serving areas; animal shelters; staging areas for emergency response resources and personnel; press conferences; etc.
- III. **STATEMENT OF MUTUAL BENEFIT AND INTEREST.** Local resources and facilities become overwhelmed quickly in the event of disaster emergencies. The County and Fair Board will therefore work together to provide planned access to the facility, which will become a vital center for the gathering and dispatch of personnel, public information, supplies, and equipment during emergency responses. The facility may also be used as an evacuation location for inmates.
- IV. **THE COUNTY SHALL:**
  - a) Notify the Fair Board of when it requires the use of the fairgrounds.
  - b) Reimburse the Fair Board for damage to the fairgrounds beyond reasonable wear and tear.
  - c) Provide and/or coordinate for all expendable supplies necessary, including but not limited to: general office supplies, food, bottled water, animal feed and supplies, fuel for generators, etc.
  - d) Ensure the safety of all inmates, and fair staff/the general public who may need to interact with inmates, should inmate evacuation to the facility be necessary;
  - e) Notify the Fair Board when use of the fairgrounds is no longer required.
  - f) Conduct a joint inspection of the fairgrounds with the Fair Board once use is no longer required.
  - g) Reimburse the Fair Board for any costs directly incurred for use of the facility, such as electrical, refuse, sewer, or water.
- V. **THE FAIR BOARD SHALL:**
  - a) Provide use of the fairgrounds buildings, grounds, and equipment to Kootenai County for use during pending or ongoing emergencies, subject to paragraph VI, below.
  - b) Provide the fairgrounds in good working order to the County.
  - c) Provide tables, chairs, electrical power, internet access, and telephone lines, if available.

# Memorandum of Understanding

## Emergency Response Use of Kootenai County Fairgrounds

d) Designate personnel trained in the use of the fairgrounds, including building safety, proper means of accessing and securing the fairgrounds, and operation of equipment, to serve as facility liaison to the County.

VI. In the event the fairgrounds are being utilized at the time of a request for use by the County, it is understood that such request may be denied by the Fair Board. However, in the event a disaster emergency has been declared in accordance with Title 46, Chapter 10, Idaho Code, the Fair Board shall immediately provide the fairgrounds for use upon request by the County. When a declaration that a local disaster emergency exists in which emergency use of the fairgrounds is necessary, compensation to the Fair Board may be in accordance with Title 46, Chapter 10, Idaho Code. Pursuant to Idaho Code §67-2808(1), upon making the declaration of emergency, any sum required to reimburse the Fair Board may be expended without compliance with formal bidding procedures. The County will assist the Fair Board in coordination of requests for compensation.

VII. **PRINCIPAL CONTACTS.** The principal contacts for this MOU are:

	<b>KOOTENAI COUNTY</b>	<b>KOOTENAI COUNTY FAIR BOARD</b>
<b>KEY CONTACT:</b>	Tiffany Westbrook, Director	Alexcia Jordan, Manager
<b>AGENCY NAME:</b>	Kootenai County Office of Emergency Management	Kootenai County Fair
<b>STREET ADDRESS:</b>	1662 W. Wyoming Avenue	4056 N. Government Way
<b>CITY STATE:</b>	Hayden, ID	Coeur d'Alene, ID
<b>PHONE NUMBER:</b>	208-446-1775	(208) 765-4969 (ext. 1001)
<b>ALTERNATE NUMBER</b>	208-661-0640	(208) 301-0183 For access only: Greg Bennett (208) 446-4678
<b>FAX NUMBER:</b>	208-446-1780	(208) 765-3168
<b>EMAIL ADDRESS:</b>	<a href="mailto:twestbrook@kcgov.us">twestbrook@kcgov.us</a>	<a href="mailto:alexcia@northidahostatefair.com">alexcia@northidahostatefair.com</a> <a href="mailto:greg@northidahostatefair.com">/greg@northidahostatefair.com</a>

VIII. **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.

# Memorandum of Understanding

## Emergency Response Use of Kootenai County Fairgrounds

- IX. **EARLY TERMINATION.** Either party may terminate this MOU with thirty (30) days' written notice to the other party.
- X. **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.
- XI. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU shall in no way restrict the County or the Fair from participating in similar activities with other public or private agencies, organizations, and individuals.

The persons executing this MOU on 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 14 day of Feb, 2023.

**KOOTENAI COUNTY  
FAIR BOARD**

  
\_\_\_\_\_  
Gerald Johnson, Chair

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**KOOTENAI COUNTY  
BOARD OF COMMISSIONERS**

**ATTEST:**  
JENNIFER LOCKE, CLERK