



GENERAL SERVICES COMMITTEE
with
Council Members Edinger, Adams, & Evans
July 27, 2015-, 12:00 p.m.
AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

1. Contract with Fatbeam for dark fiber between City Hall and the Police Department
Presented by: Kirk Johnson, Network Administrator
2. Mutual Assistance Compact with the City of Post Falls
Presented by: Police Chief White

Library Community Room
702 Front Street

The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least 24 hours in advance of the meeting date and time.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: Monday July 13th, 2015
FROM: Kirk Johnson – Information Systems Division
SUBJECT: Fatbeam Redundant Fiber Optic Cable Installation and Lease Agreement

DECISION POINT:

Approval of the Fiber Optic Cable Installation and Lease Agreement with Fatbeam, LLC. This agreement would provide a redundant fiber connection between City Hall and the Police Department at 3818 N Schreiber Way. A redundant connection is needed to prevent interruptions to service in the event that our own fiber is disrupted.

HISTORY:

Police, Water, Wastewater, Streets and Fire departments rely on high speed, reliable network connections to provide the best possible service to the citizens of Coeur d Alene. It is vital to successful record keeping, reporting, and information exchange. The City had a much slower redundant connection that was eliminated when we terminated service with XO Communications.

Information Systems expected to acquire a faster redundant connection once our old service agreements with XO ended.

Fatbeam provides similar leased fiber segments to Fire Station 3 and Police Station 2.

FINANCIAL ANALYSIS:

Fatbeam, LLC was the only respondent to requests for quotes for this service.

The proposed lease has a monthly reoccurring cost of \$500, and a one-time installation fee of \$995, on a five year term.

Our previous redundant connection was \$396 per month, and only provided ~1/1000th of the bandwidth we can get with dark fiber.

The increased monthly reoccurring costs for this service will be covered by savings in the Municipal Services communications budget. These savings were realized when we recently changed phone service providers.

PERFORMANCE ANALYSIS:

Fiber is the only available connection method that will provide the reliability and bandwidth needed for day to day use by departments on the Cities network. Disruption to our own fiber could take days to completely repair, and during that time we would not have reliable phone, data, or email service for the offices at our northern campus.

DECISION POINT/RECOMMENDATION:

Approve the Fiber Optic Cable Installation and Lease Agreement with Fatbeam for the redundant connection between City Hall and our Police Department.



Prepared by: Robert Scully
Sr. Account Executive
Fatbeam, LLC
2065 W. Riverstone Dr.
Suite 105
Coeur d'alene, ID 83814
P 208.777.5595
robert@fatbeam.com

Price Quote

	<u>Location(s)</u>	<u>Demarc Type</u>
Location A:	City Hall Data Room 710 E. Mullan Ave. Coeur d'Alene, ID 83814	Telecom Room
Location Z:	CDA Police Department Data Room 3818 N. Schreiber Way Coeur d'Alene, ID 83814	Fiber Cross Connect

Service	Term (Months)	NRC	MRC
Dark Fiber (2 strands)	60	\$995	\$500

Notes:

- Quote is valid for 60 days from the date of quote
- Estimated Installation Timeframe – 90-120 Days
- Third Party Charges and applicable taxes are not included in proposal pricing unless specifically stated
- This price quote is not a binding order for services. Customer and Fatbeam must execute a standard Lease Agreement for services, a copy of which will be provided upon request.
- If a generic demarcation point (i.e. a street address) is given the Demarcation Point used for the quote shall be Fatbeam's minimum point of entry for the given generic demarcation point. Additional charges may apply for demarcation points requiring special construction past the minimum point of entry.

Date: June 19, 2015

www.fatbeam.com

Fiber Optic Cable Installation and Lease Agreement

60 Months

This fiber optic cable lease agreement ("the Agreement") is made and entered into _____ (the "Effective Date") between Fatbeam, LLC, Inc., with its principal offices located 2065 W. Riverstone Drive Suite 105 Coeur d'Alene, ID 83814 (hereinafter known as "Fatbeam") and City of Coeur d'Alene, Idaho with its principal offices located at 710 E. Mullan Avenue Coeur d'Alene, ID 83814 (hereinafter called "Customer") and collectively called "Parties."

RECITALS

WHEREAS, Customer wishes to lease dark fiber from Fatbeam; and

WHEREAS, Fatbeam is willing to install and provide dark fiber optic communications technology to Customer;

NOW, THEREFORE, in consideration of the mutual covenants in this Contract and other just and adequate considerations, the Parties, their successors, and assigns do hereby agree as follows:

Article 1 SCOPE OF AGREEMENT

1.1 This Contract is for the installation of the Dark Fiber service to the facilities identified herein, and for the Lease of such Dark Fiber for the Term. The Term shall begin post installation and upon customer acceptance of fibers.

1.2 Fatbeam agrees to install and Lease to Customer, and Customer agrees to Lease from Fatbeam, two (2) strands of single-mode fiber optic cable together with appurtenant hardware and telecommunications equipment (collectively, the "Dark Fiber") to provide fiber optic connectivity to and between the following locations:

Coeur d'Alene City Hall Data Room, 710 E. Mullan Avenue Coeur d'Alene, ID 83814
Coeur d'Alene Police Department Data Room, 3818 N. Schreiber Way Coeur d'Alene, ID 83814

(individually a "facility" and collectively, the "facilities").

Article 2 INSTALLATION, MAINTENANCE AND ACCEPTANCE

2.1 **Demarcation Points.** As used in this Agreement, "Demarcation Points" shall be defined as the connection points between the Fatbeam-owned Dark Fiber and Customer-owned fiber optic cable or peripheral equipment ("Demarcation Points"), generally a fiber distribution panel located within a secure communications equipment room within the facility. The Parties prior to construction shall mutually agree upon the specific location of the Demarcation Points within the facility identified in Section 1.1 above.

2.2 **Installation and Fee.** Except for such specialized construction as defined in Section 2.4 below, Fatbeam shall provide all labor, materials and equipment required to install the Dark Fiber between the Demarcation Points described in Section 2.1. Installation shall be performed on a mutually agreed-upon schedule. This installation will include a fiber optic patch panel at the Customer facility. For the installation services described herein, the Customer shall pay a one-time installation fee of nine-hundred and ninety-five dollars (\$995.00).

2.3 **Payment for Installation.** Customer agrees to pay the Installation Cost described in 2.2 based on the following schedule:

One hundred percent (100%) of the Installation Cost will be due and payable upon completion of the installation

2.4 **Customer Responsibilities.** Customer shall, at its own expense, be solely responsible for the purchase, installation and maintenance of all terminals, fiber optic cable, and other peripheral equipment required by Customer to interconnect with the Dark Fiber and with other fiber and/or copper telecommunications cable located on Customer's side of the Demarcation Points at the Customer facility. In addition, the Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required on the Customer's property including, but not limited to, the installation of new conduit or core drilling. The Customer shall also be solely responsible for obtaining all rights-of-way from Customer's property line to the Demarcation Point.

2.5 **Maintenance of Service.** As part of the services provided under this Agreement, Fatbeam shall provide all maintenance services on Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment not located on Customer's property, as well as routine scheduled maintenance of Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment located on Customer's property on Fatbeam's side of the Demarcation Points, at no cost to Customer. It should be noted that Dark Fiber is an un-monitored service. In the case of a fiber cut, or any event-requiring repair Fatbeam shall respond within 4 hours of the initial notification of the service outage. Furthermore as an un-monitored service Fatbeam wishes to work with the Customer once the fiber is lit and request certain access to alarms such that Fatbeam's Network Operations Center be notified and properly record such events. All other maintenance of Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment (i.e., repairs required due to cable cuts, fires, or other acts of third parties or Force Majeure events) located on Customer's property on Fatbeam's side of the Demarcation Points shall be provided by Fatbeam to Customer at the rates set forth in Section 5.4 below. In the event Fatbeam is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Fatbeam's services, Fatbeam reserves the right to charge the Customer for said maintenance services at the rates set forth in Section 5.4 below.

2.7 **Fiber Acceptance Procedures.** Prior to commencement of the Term of this Agreement as defined in Article 4, below, Fatbeam shall perform a light meter test of the Dark Fiber circuit to verify that circuit performance to and between the Locations identified in Article 1.2 above is within industry specifications for calculated loss budget ("Fiber Acceptance Testing") and shall, upon receipt of Customer's written request therefore, promptly provide Customer with a certified report of such test results. If Fatbeam provides the test results to Customer, Customer shall provide Fatbeam with a written notice accepting (or rejecting by specifying the defect or failure in the Fiber Acceptance Testing that is the basis for such rejection) the Dark Fiber. If the Customer fails to notify Fatbeam of its acceptance or rejection of the final test results with respect to the Dark Fiber within three (3) days after Customer's receipt of such notice, Customer shall be deemed to have accepted the Dark Fiber. The date of such notice of acceptance (or deemed acceptance) of the Dark Fiber shall be the "Acceptance Date" for the Dark Fiber. In the event of any good faith rejection by Customer, Fatbeam shall take such action reasonably necessary and as expeditiously as practicable to correct or cure such defect or failure.

Article 3 LEASE

3.1 Fatbeam agrees to exclusively Lease to Customer, and Customer agrees to exclusively Lease from Fatbeam, the Dark Fiber between the Demarcation Points identified in Sections 1.1 and 2.1, for the Initial Term specified below and for any extensions thereof (collectively, the "Term") and in accordance with the other terms and conditions stated in this Agreement.

Article 4
LEASE TERM

4.1 The initial non-cancelable term of this Lease shall commence upon completion of the installation, and shall remain in effect for a period of 60 Months (the "Initial Term"). Thereafter, this Lease shall automatically be extended for a single, additional 60 Month extensions (the "Renewal Term") at the then-current Fatbeam rates, unless Customer gives Fatbeam written notice of Customer's election to terminate the Lease at the end of the Initial Term, which notice must be delivered to Fatbeam not less than ninety (90) days prior to the expiration of the Initial Term. If both parties wish to continue the lease of the Dark Fiber following the expiration of the Renewal Term, Customer agrees to notify Fatbeam of its desire to continue to lease the Dark Fiber, and the Parties agree to thereafter conduct good faith negotiations to develop a new Lease Agreement to replace this Agreement. During any negotiations between the Parties, the Lease Payment shall remain unchanged; provided, however, in the event such a new Lease Agreement is not agreed to and signed within fifteen days before the expiration of the Term, Customer's lease of the Dark Fiber shall end upon the expiration of the Term.

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER MAY TERMINATE THIS LEASE WITHOUT ANY PENALTY, COST OR LIMITATION SHOULD CUSTOMER'S CITY COUNCIL FAIL TO APPROPRIATE FUNDS SPECIFICALLY FOR THIS LEASE IN ANY ANNUAL BUDGET DURING THE TERM OF THIS LEASE AGREEMENT. SHOULD CUSTOMER FAIL TO APPROPRIATE FUNDS, CUSTOMER WILL PROVIDE FATBEAM SIXTY DAYS WRITTEN NOTICE AT THE ADDRESS CONTAINED HEREIN PRIOR TO TERMINATING THIS LEASE AGREEMENT. NOTICE WILL BE DEEMED RECEIVED BY FATBEAM FIVE BUSINESS DAYS AFTER THE NOTICE OF TERMINATION HAS BEEN DEPOSITED IN THE UNITED STATES MAIL, POSTAGE PREPAID, OR UPON ACTUAL DELIVERY TO FATBEAM, WHICHEVER OCCURS FIRST. FOLLOWING NOTIFICATION, CUSTOMER WILL PAY FATBEAM ALL AMOUNTS DUE AND OWING FOR SERVICES RENDERED UP TO THE TERMINATION DATE.

IN THE EVENT CUSTOMER TERMINATES SERVICE DUE TO NON-APPROPRIATION OF FUNDS, CUSTOMER AGREES TO NOT PURCHASE, LEASE, RENT, OR OTHERWISE ACQUIRE OR CONTRACT FOR SERVICES TO PERFORM THE SAME FUNCTIONS AS, OR FUNCTIONS TAKING THE PLACE OF, THOSE PERFORMED BY FATBEAM FOR A PERIOD OF 12 MONTHS. FATBEAM AND CUSTOMER AGREE TO WORK TOGETHER TO AVOID A NON-APPROPRIATION OF FUNDS EVENT

Article 5
LEASE PAYMENT AND OTHER CHARGES

5.1 In consideration for the Dark Fiber to be provided by Fatbeam pursuant to this Agreement, Customer agrees to make monthly lease payments ("Lease Payments") to Fatbeam. It is agreed that Customer's obligation to pay Lease Payments shall begin on the first day of the month following the installation and continue until the end of the Term. Customer understands that the Initial Term of this Lease is non-cancelable, and, therefore, Customer's obligations for Lease Payments continue through the entire Initial Term, regardless of Customer's actual usage of the Dark Fiber. The amount of each Lease Payment shall be in accordance with the schedule set forth in Section 5.2 below.

5.2 The Lease Payment obligation, due on the first day of each month, shall be five hundred dollars (\$500.00), excluding applicable sales and use tax, for the 60 month Initial Term and, if extended beyond the Initial Term in accordance with Section 4.1, for the Renewal Term.

5.3 **Taxes.** In addition to the Lease Payments and other charges pursuant to Article 5 due under this Agreement, Customer shall pay amounts equal to its share of any taxes, duties, and impositions resulting from this Agreement for any activities hereunder, exclusive of taxes based upon Fatbeam's net income.

5.4 Lease Payments, and any other payments shall be mailed or delivered to the following billing address:

Mailing Address (for payment purposes only):

Fatbeam, LLC
2065 W. Riverstone Drive Suite 105
Coeur d'Alene, ID 83814

5.5 **Maintenance Charges.** Charges for maintenance work performed by Fatbeam personnel during the Term that is billable to Customer under Section 2.5, shall be billed to Customer at the following per person rates:

	<u>Normal Business Hours</u> <u>(8 am to 5 pm M-F PST)</u>	<u>Non-Business Hours</u>
Minimum call out charge (1 st hour, each mobilization)	\$250.00 /hr	\$ 300.00 /hr
Additional hours	\$ 150.00 /hr	\$ 200.00 /hr

In addition, Fatbeam will charge, and Customer agrees to pay, for all of Fatbeam's out of pocket costs for any subcontractor support and material required for any maintenance work that is billable to Customer under Section 2.5. Prior to commencing billable maintenance work, Fatbeam will make a good faith attempt to obtain Customer approval to the estimated maintenance cost.

Article 6 **LEASE STATUS**

6.1 The Parties intend that this Agreement shall operate as a "lease", as defined by Idaho law. Fatbeam's Dark Fiber shall not be construed to result in the transfer of title to any part of the Dark Fiber to Customer or in the creation of a "security interest" within the meaning of Idaho law. Customer disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by Fatbeam between the Demarcation Points as a fixture. Any materials, equipment, fiber optic cable and other personal property shall remain Fatbeam's personal property even though it is installed to the real property of the Customer. Customer acknowledges that it has no option to purchase any part of the materials, equipment, fiber optic cable and other personal property of Fatbeam installed between the Demarcation Points. Customer shall keep Fatbeam's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. If Customer fails to pay, or bring appropriate challenge to, the above-mentioned taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance on the Dark Fiber or an assessment directly against Fatbeam, Fatbeam shall have the right to pay the same and charge the amount thereof to Customer, who shall pay the same upon demand. This right is in addition to any other right provided to Fatbeam herein to remedy a breach of this Agreement.

Article 7 **OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

7.1 Moves, adds, and changes of, to, and affecting the Dark Fiber, which are requested by Customer, shall be provided by Fatbeam at the then-current time and material rates, with payment terms of 50% due upon Customer approval of cost estimate, and the balance is payable upon completion of the work.

7.2 Customer agrees to assume full and complete control, responsibility, and liability for the content and signals transmitted through the Dark Fiber by its employees, customers, agents, and invitees, and Customer further assumes all liability from any third party claims, suits, or disputes over the such content and signals.

7.3 Fatbeam and Customer agree that the Fatbeam Dark Fiber shall not be used in a manner that could be construed as a violation of this Agreement, or any laws, regulations, orders, and/or rules of any governmental authority having jurisdiction. Customer and Fatbeam agree to take all reasonable actions as may be appropriate to comply with all laws, regulations, orders and/or rules, that may be applicable to them jointly or severally by reason of the transactions contemplated in this Agreement.

Article 8 FORCE MAJEURE

8.1 In the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, and civil commotion, domestic or foreign governmental acts, orders, or regulations, inability to obtain facilities or supplies, or if Customer or Fatbeam is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any applicable law, regulation, rule, or policy, then the obligation of Fatbeam to provide services and/or the obligation of the Customer to accept and pay for services hereunder shall be suspended during the period of such disability.

Article 9 LIMITATION OF LIABILITY AND DISCLAIMER

9.1 FATBEAM MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED REGARDING THE DARK FIBER, SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of the Customer's system equipment or services shall relieve the Customer of the obligation to pay any charges hereunder or perform any other obligations under this Agreement.

9.2 Customer's sole and exclusive remedies for breach or non-performance of this Agreement, by Fatbeam shall be, at Fatbeam's election, re-performance and/or repair or replacement by Fatbeam of any defective services, or of any defective Dark Fiber or equipment provided in connection with the services, or the refund of any compensation actually paid to Fatbeam by the Customer during the period of such breach or non-performance. Fatbeam will in no event be liable for consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Dark Fiber, services or equipment. In no event shall Fatbeam be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Dark Fiber, services or equipment. Fatbeam's liability to the Customer, for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages and shall not exceed the value of the total payments paid to Fatbeam under this Agreement.

9.3 It is expressly understood that Fatbeam's Dark Fiber may be routed through various city, county, state and/or other third party road rights-of-way and under franchise with city, county, state and/or other third parties, and that these parties shall be made a third-party beneficiary of the limitations of liability stated in Article 9.2 above.

Article 10
DEFAULT AND REMEDIES

10.1 Any of the following shall constitute an event of default: (a) Customer fails to pay any Lease Payment or any other amount owed to Fatbeam within thirty (30) days after its due date; (b) Customer fails to perform or observe any other representation, warranty, covenant, condition or agreement with Fatbeam and fails to cure such breach within thirty (30) days after written notice; (c) any representation or warranty made by Customer hereunder or in any other instrument provided to Fatbeam by Customer proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Customer; (e) Customer becomes insolvent or fails generally to pay its debts as they become due; (f) Customer voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) Fatbeam fails to observe or perform any of its representations, warranties, and/or obligations with Customer and fails to cure such breach within thirty (30) days after written notice.

10.2 In the event of a default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all Lease payments and other amounts under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Idaho law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the fiber optic cable and equipment.

Article 11
MISCELLANEOUS

11.1 Assignment. Nether party may assign or sublease this Agreement or any interest, payment, or rights hereunder without the prior written consent of the other party, provided that Fatbeam may assign this Agreement without consent to a parent, affiliate, or subsidiary, or to a successor in interest which acquires the stock or assets of Fatbeam.

11.2 Prohibited Employment: The parties shall prohibit any individual from working at the facility if such individual has pled guilty to or been convicted of any felony crime involving the physical neglect of a child, the physical injury or death of a child, sexual exploitation of a child, sexual offenses where a minor is the victim, promoting prostitution of a minor child or violation of similar laws. Any failure to comply with this section shall be grounds for immediate termination of this Agreement.

11.3 Indemnification and Hold Harmless. Each party to this Agreement is responsible for its own acts and omissions and the acts or omissions of its officers, employees, and agents. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against any claim, demand, suit, or cause of action (hereinafter called "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party shall not be required to indemnify the other party for that party's own proportionate share of fault. Attorney fees and litigation expenses incurred by a Party in successfully enforcing the indemnification provisions of this paragraph shall be paid to the Party against whom the provision was enforced.

11.4 Insurance. During the term of this Agreement, Fatbeam shall maintain in force at its own expense, the following insurance:

Worker's Compensation Insurance in compliance with Idaho state law.

General Liability Insurance (or general liability coverage through membership in a self-insured risk management pool), on an occurrence basis, with a combined single limit of not less than \$ 1,000,000 each occurrence and \$ 2,000,000 aggregate for bodily injury and property damage. Such coverage shall include premises and operations, independent contractors, products and completed operations, personal injury and property damage liability, and contractual liability coverage for the indemnity obligations provided for under this Agreement.

There shall be no cancellation, material change, or reduction of limits or intent not to renew such coverage(s) without thirty (30) days' written notice to the Customer.

[Remainder of page intentionally blank – Signature pages next]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Fatbeam, LLC

City of Coeur d'Alene, Idaho:

By: Robert S. Scully
(Authorized Signature)

By: _____
(Authorized Signature)

Robert S. Scully
(Printed Name)

(Printed Name)

Sr. Account Executive
(Title)

(Title)

June 22, 2015
(Date)

(Date)

CITY COUNCIL
STAFF REPORT

DATE: July 21, 2015

FROM: Lee White, Chief of Police

SUBJECT: Request to renew Mutual Assistance Compact with the Post Falls Police Department

Decision Point: The Police Department requests authorization to renew the Mutual Assistance Compact with the Post Falls Police Department and the City of Post Falls, Idaho.

History: This agreement has been in place between the City of Coeur d'Alene and the City of Post Falls for several years. This updated Mutual Assistance Compact simply updates the names of the Mayor and Police Chief for both cities and gives both current City Councils the opportunity to review and approve the current agreements.

Financial Analysis: There is no financial impact to entering into this agreement; however, there may be a financial impact if a large scale emergency takes place and emergency services are rendered.

Performance Analysis: The Coeur d'Alene Police Department and the Post Falls Police Department have a long- standing professional relationship and this agreement allows our respective police departments to continue to work together in times of crisis.

Decision Point: The Police Department requests authorization to renew the Mutual Assistance Compact (attached) with the Post Falls Police Department and the City of Post Falls, Idaho.

MUTUAL ASSISTANCE COMPACT

AGREEMENT entered into between city of Post Falls and the city of Coeur d'Alene, both being political subdivisions of, or within, the state of Idaho, and each of the above entities' law enforcement departments, herein referred to as "party or parties."

WHEREAS, each of the parties hereto have an interest in law enforcement, protection, and control, and

WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide law enforcement, protection, and control, and

WHEREAS, in the event of an emergency, a catastrophe, or based upon the situation or event, one of the parties may need the assistance of another party to provide law enforcement, protection, and control; and

WHEREAS, each of the parties have sufficient equipment and personnel to enable it to provide such assisting services to another party under this Agreement based upon an emergency, catastrophe, situation or event; and

WHEREAS, each of the parties has the jurisdiction to enforcement state laws and city ordinances and codes within their own jurisdiction, unless acting pursuant to a Mutual Assistance Compact pursuant to Idaho Code Section 67-2337(4); and

WHEREAS, the geographical boundaries of each of the parties are located in such a manner as to enable the parties to render mutual assistance to each other.

NOW, THEREFORE, subject to the limitations of this Agreement and in order to provide the above mutual aid assistance between the parties, it is hereby agreed under and pursuant to Idaho Code Section 67-2337(4) as follows:

1. DURATION OF AGREEMENT: This Agreement shall not be effective until it is approved by the city council of each party. It shall continue in full force and effect until any party terminates this Agreement by thirty (30) days written notice to the other party.
2. PURPOSE--MUTUAL AID ASSISTANCE: The purpose of this Agreement is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other parties for law enforcement, protection, and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under this Agreement is discretionary, but each party agrees that it will provide as much assistance as it can based on its sole determination of its available resources to provide the requested assistance. All parties agree that it is not the purpose of this Agreement to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each party acknowledges that it has no right to demand of another party that it provide any specific assistance under any circumstances.
3. MANNER OF FINANCING AND BUDGET: There shall be no joint financing of activities under this Agreement except by written amendment of this Agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees

who provide mutual aid assistance under this Agreement for another party. Each party shall independently budget for expected expenses under this Agreement.

4. REQUEST FOR ASSISTANCE: Any request for mutual aid assistance under this Agreement shall be made to the highest ranking official present of the party from whom assistance is requested at the time the assistance is needed. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the police protection or police control at the place where the assistance is requested.

6. RESPONSE TO REQUEST: The party requested to provide mutual aid assistance shall respond to the request as soon as possible if personnel and equipment are available and the requesting party is notified that assistance can be provided. The response may be orally conveyed to the party requesting the assistance, but it shall be confirmed in writing. If the responding party agrees to provide mutual aid assistance, it shall notify the requesting party as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance thereafter varies, the responding party shall amend this notification so that the requesting party will know what assistance was intended.

7. COMMAND OF EQUIPMENT AND PERSONNEL: The requesting party shall have on-site command and direction of the equipment and personnel provided by a responding party. The requesting party shall always keep the responding party advised as to the person who is exercising command and direction. All personnel who participate in mutual aid assistance shall be loaned servants to the party requesting the assistance, except to the extent inconsistent with this Agreement. When the mutual aid assistance is no longer needed, the requesting party shall release its command and direct that all equipment and personnel be returned to the responding party. Personnel who participate in mutual aid assistance shall remain the employee of their employer for all purposes, including, but not limited to, the payment of wages and their entitlement to the benefits of their employment. Further, as provided by Idaho Code Section 67-2338, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to responding personnel to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

8. STANDARD OF CONDUCT: Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting entity. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the requesting entity may request that a particular officer be removed from any circumstance or the jurisdiction and the responding entity will honor such request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers of the state of Idaho and there shall be due and usual regard given to the personal safety of the officers and public consistent with the needs or circumstances and the law enforcement problem being addressed.

9. RESPONSIBILITIES OF REQUESTING PARTY: The requesting party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence. Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial boundaries of their jurisdiction. When a responding officer while in the jurisdiction of the requesting party takes a person or property into custody, the officer shall

relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party.

10. LIABILITY: The original employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.

11. MUTUAL HOLD HARMLESS: To the fullest extent allowed by law. Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.

12. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy or a self insurance fund in the minimum amount of \$500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

14. RETURN OF EQUIPMENT AND PERSONNEL: When the mutual aid assistance is no longer required, the requesting party shall notify the responding party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.

14. PRE-INCIDENT PLANNING: The commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual aid assistance may be needed. This Agreement may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under various possible circumstances and the number of personnel that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of this Agreement. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this Agreement.

15. PERSONNEL AND EQUIPMENT/TRAINING AND MAINTENANCE: Each party shall be responsible for the training of its own personnel and for the maintenance and repair of any equipment used or damaged in performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their officials to execute this Agreement.

CITY OF POST FALLS

CITY OF COEUR D'ALENE

Ron Jacobson, Mayor

Steve Widmyer, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Shannon Howard, City Clerk

Renata McLeod, City Clerk

Scot Haug, Post Falls Chief of Police
Date: _____

Lee White, Coeur d'Alene Chief of
Police
Date: _____