

MEMORANDUM OF UNDERSTANDING

Between

KOOTENAI COUNTY and SPIRIT LAKE POLICE DEPARTMENT

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is hereby entered into by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho and the **SPIRIT LAKE POLICE DEPARTMENT**.

I. PURPOSE - The purpose of this MOU is to set forth the terms and conditions establishing users responsibilities and fees associated with the Southwest Idaho Wireless Integrated Network (SWIWIN) (Exhibit A and B). This MOU is specifically for those departments and agencies that are the primary members of the consolidated Primary Safety Answering Point (PSAP) dispatched through Kootenai County Sheriff's Office, 9-1-1 Section. The procedures described in the SWIWIN Participant Agreement (Exhibit A) defines the requirements of system management, training, and maintenance of the Zone 1 Master Site Controller and the 700 MHz digital trunking system. Ada County, a political subdivision of the State of Idaho, will use these fees to fund annual maintenance and system upgrades as agreed by each county system manager. The intent of the agreement is to provide uninterrupted service of the State of Idaho's Land Mobile Radio System.

II. RESPONSIBILITIES—

- a. Cost and Recovery:
 - i. The Kootenai County Sheriff or designated representative will negotiate the annual cost recovery charges with the Ada County Sheriff.
- b. Kootenai County shall collect annual subscriber unit payments from the **SPIRIT LAKE POLICE DEPARTMENT** and the other participating subscribing departments and/or agencies.
- c. Kootenai County's responsibilities:
 - i. Kootenai County Sheriff's 9-1-1 Advisory Board will review changes and make recommendations to the Sheriff or BOCC.
 - ii. Kootenai County BOCC will adopt or reject MOU changes based on Kootenai County 9-1-1 Advisory Board recommendations through the Sheriff.
 - iii. Establish 700 MHz land mobile radio infrastructure using designated communications sites.
 1. License primary frequencies used for dispatch or primary public safety communication.
 - iv. Kootenai County Sheriff's Office, 9-1-1 Section will be responsible for funding the microwave link between Mica Peak, Idaho and Idaho State Public Safety Communications, located in Meridian, Idaho.
 - v. Provide infrastructure maintenance and replacement components for the 700 MHz, VHF, and UHF land mobile radio systems.

- d. **SPIRIT LAKE POLICE DEPARTMENT** shall:
 - i. Adhere to the requirements outlined in Exhibit A (SWIWIN) participant agreement.
 - ii. Adjust Annual payments based on Ada County's assessments or adopted changes from the Kootenai County Sheriff's 9-1-1 Advisory Board based on the needs of maintaining the master site and subscriber units.
 - iii. Coordinate all licensing through Kootenai County Sheriff's Office, 9-1-1 Section.
 - iv. Remit Annual payments to the Kootenai County Sheriff's office, 9-1-1 Section payable to account 10.6.124.3.
 - v. Audit/verify the number of subscriber units with Kootenai County Sheriff's Office 9-1-1 Section Communications.
- e. Maintenance:
 - i. Kootenai County Sheriff's Office, 9-1-1 Section will coordinate infrastructure maintenance with Motorola or Motorola's representative or Ada County as necessary.
 - ii. Kootenai County Sheriff's Office, 9-1-1 Section will coordinate microwave maintenance with microwave vendor or designated representative or the State of Idaho's Military Division.
 - iii. Additional maintenance, coverage area, features and function will be the responsibility of both parties and will be negotiated based on needs and the mission of delivering public safety communication associated with 9-1-1.

III. TERM AND TERMINATION –

- a. That this MOU shall be deemed executed as of the date of last signature below, and shall be effective for three (3) years thereafter, unless previously terminated by either party.
- b. If this MOU has not been terminated prior to the end of the initial three (3) year period, it may be renewed by written mutual agreement of the parties on such terms and for such period as the parties may deem appropriate.
- c. Either party may terminate this MOU, with or without cause, with thirty (30) days written notice to the other party.

IV. GENERAL PROVISIONS – The parties agree:

- a. That line of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- b. Any modifications to this MOU may be made only by mutual consent of the parties through the issuance of a written modification agreement, signed and dated by both parties.
- c. That each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.
- d. That this MOU shall in no way restrict the **SPIRIT LAKE POLICE DEPARTMENT** or Kootenai County from participating in similar activities with other public or private agencies, organizations, and individuals.
- e. Kootenai County Sheriff's 9-1-1 Advisory Board will adopt new users and make recommendations to the Sheriff and Board of County Commissioners concerning Public Safety Communication infrastructure usage.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below. All parties agree to electronic signatures:

DATED this 12th day of August, 2025.

SPIRIT LAKE POLICE DEPARTMENT

ATTEST:

By:


SIGNING AUTHORITY SIGNATURE



DATED this _____ day of _____, 2025.

KOOTENAI COUNTY BOARD OF COMMISSIONERS:

ATTEST:

By: _____