Execution Version

INTER-AGENCY AGREEMENT
BETWEEN TETON COUNTY AND THE TETON COUNTY FIRE PROTECTION DISTRICT
FOR DISPATCH SERVICES

This agreement ("Agreement") is between Teton County ("County"), a political subdivision of the State of Idaho and the Teton County Fire Protection District ("Fire District"), a governmental subdivision of the State of Idaho (together, the "Parties" and each individually, a "Party") and is effective as of the date of the last signature to this Agreement.

RECITALS

WHEREAS, the County has established a consolidated emergency communications system pursuant to Idaho Code § 31-4803 and operates a 911 dispatch center through the Teton County Sheriff's Office ("TCSO"); and

WHEREAS, the Fire District is a public safety first responder agency that utilizes the emergency and non-emergency communications services of the 911 dispatch center; and

WHEREAS, the 911 dispatch center has historically been jointly funded by the County and the Fire District; and

WHEREAS, the Teton County and the Fire District have determined that it is necessary and desirable to formalize a written agreement on the allocation of costs, level of services, and reporting requirements in relation to the joint funding of the 911 dispatch center; and

WHEREAS, the Teton County Board of County Commissioners possesses the authority to enter this Agreement on behalf of the County pursuant to Idaho Code §§ 31-604, 31-801, 31-828, 67-2332, and 67-2328; and

WHEREAS the Fire District possesses the authority to enter this Agreement pursuant to Idaho Code §§ 31-1417 and 31-1430; and

The Parties agree as follows:

1. **Services.**

a. *Dispatch Services.* The County shall, in the operation of the 911 dispatch center through TCSO, provide the Fire District with the following services:

i. Receive police, fire and EMS related 911 calls, non-emergency administrative calls, and radio traffic;
ii. Evaluate, prioritize and respond to police, fire and EMS related 911 calls, non-emergency administrative calls and radio traffic;
iii. Dispatch appropriate resources to respond to 911 calls, non-emergency administrative calls, and radio traffic, directing instructions and providing

appropriate information to the appropriate agency utilizing the 911 dispatch center;

iv. Monitor radio activity of all police, fire and EMS personnel;
v. Request dispatch of additional local or interagency resources upon request of the Fire District, including air ambulance call outs, surrounding county resources, local/regional public utility companies;
vi. Maintain appropriate dispatch records in accordance with all federal, state and local requirements; and
vii. Furnish all personnel, equipment, software and infrastructure required to provide the aforementioned services.

The County shall endeavor to provide such services on 24 hours a days, 7 days a week and shall have a reasonable back-up/redundancy plan for outages.

b. *Quarterly written reports*. On or before the 10th day of each fiscal quarter, the TCSO shall provide the Fire District with a written report containing the following information for the previous quarter of services performed in the Fire District's municipal limits:

i. The total number of calls for service in the 911 dispatch center broken down by type of calls (law enforcement, fire, EMS); and
ii. Staffing updates, including any vacancies;
iii. Training summary for dispatch employees; and
iv. Updates to policies and procedures pertaining to Fire/EMS response.

c. *Annual presentation.* The Teton County Sheriff or his/her deputy shall give an annual presentation to the Board of Fire District Commissioners on the state of the 911 dispatch center. If the Fire District would like such presentation to address issues of budget or staffing, the Fire District shall request that an additional County representative that can address issues relating to setting the dispatch budget or staff salaries participate in the presentation. The parties intend that the annual presentation be scheduled to occur during a Board of Fire District Commissioners meeting during the month of January.

2. **Liaison.** TCSO and the Fire District shall each appoint a liaison to work together on improving policies and procedures for Fire/EMS response from the 911 dispatch center. The liaisons shall be the initial points of contact for any issues with dispatch services under this Agreement. The initial persons appointed by TCSO and the Fire District are listed below. The liaison for each party may be changed from time to time upon prior notice to the other party.

For TCSO: Administrative Manager, or his or her designee

For the Fire District: Deputy Chief of Operations, or his or her designee

3. **Sheriff discretion.** The Parties acknowledge and agree that TCSO retains absolute discretion in decisions regarding staffing, scheduling, supervision and control of personnel rendering services at the 911 dispatch center.

4. **Payment.** In consideration for the dispatch services described herein, the Fire District shall pay to the County a sum of $150,000 (the "Contract Price") for the Initial Term. The Fire District shall pay the Contract Price in four quarterly installments of $37,500, in advance, with the first installment due and payable upon the last signature to this agreement. This amount does not include any amounts due to the County for any additional services requested by the Fire District and agreed to by the parties in writing outside of this Agreement. For each subsequent fiscal quarter, the Teton County Auditor will send an invoice to the Fire District's Finance Director; payment is due to the Teton County Auditor within 30 calendar days of receipt of the invoice. The Fire District shall remit payment to the Teton County Auditor for each quarter that this Agreement is in effect.

Unless otherwise agreed between the parties, and subject to the availability of budgeted funds, for each renewal term the Contract Price shall increase by three percent (3%) or the percentage increase in CPI over the previous 12 months (April-to-April, the last 12 months published before June 1), whichever is greater. "CPI" means CPI-U West Region as published by the U.S. Bureau of Labor Statistics. The County shall provide the Fire District with a calculation of the Contract Price for the renewal term as well as budget information for the 911 dispatch center by **June 1** of each year to accommodate the Fire District's budget process.

5. **Term.** The initial term of this Agreement shall begin on October 1, 2024 and conclude on September 30, 2025 (the "Initial Term"). This Agreement shall automatically renew for successive one-year renewal terms unless terminated by a Party in accordance with the terms of this Agreement

6. Termination.

a. *Material breach*. A material breach of this Agreement occurs if the Fire District or County fails to comply with its obligations under this Agreement, and does not remedy the defect in performance within five business days after receipt of written notice informing it of such defects in performance. If at the end of such cure period, the offending party is still in default or noncompliance, then the offended party may terminate this Agreement in writing to be effective immediately upon delivery.

b. *For convenience*. The County or the Fire District may terminate this Agreement at any time, with or without cause, by providing the other Party with 60 calendar days' written notice of termination.

c. *Mutual agreement*. This Agreement may be terminated immediately and at any time by mutual agreement, in writing, of all of the Parties.

7. **Duties in event of termination.** Upon expiration or termination of this Agreement, TCSO shall, within 30 calendar days of the last effective day of this Agreement, deliver to the Fire District all reports required to be provided under paragraph 1.b above.

8. **Compensation in event of termination.** Upon expiration or termination of this Agreement, the Fire District shall pay the County for unpaid services rendered to the date of such termination within 30 calendar days of receipt of an invoice from the County, or if the Fire District has paid in advance for services to be rendered in the future, the County shall refund to the Fire District any advance payment for services not ultimately rendered following the early termination.

9. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice," and with the correlative meaning "Notify") must be in writing. Notices must be addressed to the other Party at its address set forth below, or to such other address that the receiving Party may designate from time to time in writing to the other Party to the address set forth below or as modified. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, certified mail, or registered mail; in each case, such delivery must be return-receipt requested, postage prepaid. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this section.

County:	Address: 150 Courthouse Dr., Driggs, ID 83422 Fax: [phone redacted] Email: commissioners@co.teton.id.us Attention: Teton County Board of County Commissioners CC: Teton County Sheriff, sheriffdocs@co.teton.id.us; Civil Deputy Prosecuting Attorney, prosdocs@co.teton.id.us;
Fire District:	Address: [address redacted] / [address redacted] 33 Attention: Fire Chief; Board of Fire Commissioners Email: Fire Chief, [email redacted] Secretary of the Board of Fire Commissioners, [email redacted]

10. **Compliance with laws.** The parties shall comply with all federal, state, and local laws, rules, and regulations.

11. **Assumption of liability.** Each Party is responsible for the acts, omissions, or negligence (collectively, "acts") of its own employees. Each Party assumes no liability for the

acts of the other Party or the other Party's employees. Nothing in this Agreement shall extend the liability or tort responsibility of any Party beyond that required by law, including the Idaho Tort Claims Act, Idaho Code § 6-901, et seq, and Article 8, Sections 1 and 4 of the Idaho constitution. Each Party is responsible for damage caused by its own employees in the performance of this Agreement to the property of the other Party.

12. **Personal liability.** In no event will any employee of any Party be personally liable or responsible for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Agreement, express or implied.

13. **Waiver of consequential damages.** To the fullest extent allowed by applicable law, the Parties waive claims against each other for consequential or incidental damages, or any other indirect, special, or punitive damages whatsoever, that arise out of or are related to the performance of services under this Agreement. This waiver includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort, protests, riots and shootings.

14. **Insurance.**

a. *Commercial general liability*. While this Agreement is in effect, each Party shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers. At the time of this Agreement, each Party represents that it is a member of the Idaho Counties Risk Management Program ("ICMRP") for its insurance. The ICRMP policy provides liability limits of $500,000 for claims brought pursuant to the Idaho Tort Claims Act (Idaho Code Title 6 Chapter 9) and $3,000,000 for all other covered claims. Each Party agrees that if it terminates its membership in ICRMP, it will obtain insurance that has liability coverages and limits substantially similar to that provided in the ICRMP policy.

b. *Worker's compensation*. Each Party shall provide workers' compensation insurance covering its own employees, and shall provide a certificate of insurance to the other Party evidencing such coverage within 30 calendar days of the last signature to this Agreement.

15. Independent contractor.

a. *Right of control.* The Fire District and the County have no right to control or direct the details, manner, or means by which TCSO accomplishes the results of the services performed hereunder, other than otherwise outlined in this Agreement. TCSO has no obligation to work any particular hours or days or any particular number of hours or days other than otherwise outlined in this Agreement. Control of personnel standards of performance, discipline, and all other aspects of the performance of services will be governed entirely by TCSO. Allegations of misconduct will be investigated in accordance with TCSO's protocol.

b. Relationship. The County is an independent contractor and its officers are not employees, servants, agents, partners, or joint venturers of the Fire District. The County will

determine the legal means by which it accomplishes the services specified in this Agreement.

c. *Taxes*. The Fire District will not withhold income taxes (federal, state, or local) or payroll taxes on behalf of the County, its employees, or its subcontractors. The Fire District shall provide the County with an IRS Form 1099-MISC on or before the January 31 following any year in which TCSO has rendered services to the Fire District. The County is liable for all federal, state, and local taxes for itself, its employees, and its subcontractors, as well as any self-employment (Social Security) tax. The Fire District will not treat the County, its employees, and its subcontractors as employees of the Fire District for the services performed hereunder for tax purposes.

d. *Benefits*. The County, its employees, and its subcontractors are not eligible for, and may not participate in, any of the Fire District's benefits of employment, including, but not limited to, vacation, medical insurance, life insurance, disability insurance, employee pension, health insurance, or any other fringe benefit. The Fire District is not responsible for making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on behalf of the County, its employees, or its subcontractors.

16. Property. Unless otherwise agreed to in a writing signed by the individuals holding the positions of the signatories to this Agreement, the Parties will not jointly acquire, hold, or dispose real or personal property. Any property acquired for the express purpose of fulfilling this dispatch services agreement at the expense of the Fire District, shall be solely owned by the Fire District, and, at the conclusion of this Agreement, shall either be returned in reasonable condition, or a depreciated value paid back to the Fire District within 30 days.

17. **Statutory duties.** As required by Idaho Code § 67-2328(d)(3), no agreement, including this Agreement, made pursuant to Chapter 23, Title 67, Idaho Code, shall relieve any public agency of any obligation or responsibility imposed upon it by law that to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made hereunder (which this Agreement does not create), said performances may be offered in satisfaction of the obligation or responsibility.

18. Force majeure.

a. *Required conduct*. If a force majeure event, as defined in this Agreement, prevents a Party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if:

i. That Party uses reasonable efforts to perform those obligations; and

ii. That Party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that force majeure event, or (B)

develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that force majeure event; and

iii. That Party complies with its obligations under this section.

b. *Duty to notify and mitigate*. If a force majeure event occurs, the non-complying Party shall promptly notify the other Party of the occurrence of that force majeure event, its effect on performance, and the expected duration of such effect. Thereafter, the non-complying Party shall update that information as reasonably necessary. During a force majeure event, the non-complying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

19. **No exclusivity.** Nothing in this Agreement prevents the County from providing dispatch services to other governmental entities or agencies.

20. **Non-discrimination.** The Parties agree that, in the performance of their respective obligations under this agreement, no person shall, except where otherwise provided by law, be discriminated against on the basis of color, race, religion, national origin, political affiliation, marital status, disability (physical or mental), age, sex, gender identity, sexual orientation, genetic information, on the basis of personal favoritism, or any other non-merit factor.

21. **Assignment.** Except with the prior written consent of the other Party, each Party may not transfer (a) any discretion granted under this Agreement, (b) any right to satisfy a condition under this Agreement, (c) any remedy under this Agreement, or (d) any obligation imposed under this Agreement. Any purported transfer in violation of this section will be void.

22. **Entire agreement.** This Agreement constitutes the sole and entire agreement between the Parties concerning the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

23. **Amendments.** No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by the individuals having the positions of the signatories to this Agreement.

24. **Severability.** This Agreement is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason, then: (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) are not in any way to be affected or impaired thereby; and (b) to the fullest extent possible, the unenforceable provision is to be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and

the Agreement is to be deemed amended accordingly.

25. **Nonwaiver.** No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party operates as, or is to be construed as, a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates as, or is to be construed as, a waiver thereof; nor does any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. No third-party beneficiaries. This Agreement benefits solely the Parties who sign this Agreement and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy under or by reason of this Agreement.

27. **Controlling law.** This Agreement is to be construed and enforced in accordance with the laws of the United States and the State of Idaho without regard to its conflict of law provisions.

28. **Choice of forum.** No Party may commence any action, litigation, or proceeding against the other Party in any way arising from or relating to this Agreement (including all contemplated transactions, including contract, equity, tort, fraud, breach of duty, common law, and statutory claims), in any forum other than the courts of the State of Idaho sitting in Teton County, and any appellate court from any thereof, or, if such court does not have subject-matter jurisdiction, the United States District Court for the District of Idaho. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and must bring any such action, litigation, or proceeding only in such courts. A final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

29. **Waiver of jury trial.** The Parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement (including all contemplated transactions, including contract, equity, tort, fraud, breach of duty, common law, and statutory claims). The Parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this Agreement may be filed as written consent to a trial by the court.

30. Attorney fees. Reasonable attorney fees are to be awarded to the prevailing Party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

31. **Successors and assigns.** This Agreement is binding on and inures to the benefit of

the Parties and their respective successors and permitted assigns.

32. **Authorization to proceed.** Execution of this Agreement by the Parties shall constitute authorization for TCSO to proceed with providing services.

33. **Survival.** The rights and obligations of the Parties set forth in sections 7, 8, 11, 12, 13, 14, 15, and 27-31 of this Agreement survive termination or expiration of this Agreement.

34. **Title and headings.** Titles and headings to the sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

35. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

36. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:

a. "Employee" means and includes the elected officials, officers, directors, department administrators, supervisors, employees, volunteers, interns, externs, representatives, or agents of a Party to this Agreement.

b. "Force majeure event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party, other than a strike or other labor unrest that affects only that Party, and any consequences of that event or circumstance.

c. "Laws" means any federal, state, and local regulations, ordinances, statutes, rules, laws, constitutional provisions, and common law.

d. "Losses" means all losses, liabilities, claims, damages, and expenses, including reasonable costs of investigation and attorneys' fees.

[Signature Pages Follow]

Execution Version

TETON COUNTY FIRE PROTECTION DISTRICT
BOARD OF FIRE PROTECTION COMMISSIONERS

DATED this ___ day of _____, 2024.

_____
JASON LETHAM, Chair

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

DATED this ___ day of _____, 2024.

_____
CINDY RIEGEL, Chair

Acknowledged:

TETON COUNTY SHERIFF

DATED this ___ day of _____, 2024.

_____
CLINT LEMIEUX, Sheriff