



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:

July 23, 2026

 Staff Member/Dept:

Jade Riley – Administration

Agenda Item:

Recommendation to approve Resolution 26-018 approving MOU 26-008 between the Ketchum Police Department and the Sun Valley Police Department.
--

Recommended Motion:

"I recommend the approval of Resolution 26-018 approving MOU 26-008 between the Ketchum Police Department and the Sun Valley Police Department."
--

Background:

- | |
|---|
| <ul style="list-style-type: none">• Upon the establishment of the Ketchum Police Department (KPD) on August 3, 2026, KPD will work closely and share public safety services with the Sun Valley Police Department (SVPD) to "facilitate the sharing of resources, to reduce emergency response times, strategically address community issues which exceed established jurisdictional boundaries, and provide mutual investigative assistance between the parties."• The MOU does not create a separate legal entity.• The MOU is limited to mutual aid and emergency response and does not authorize routine or proactive law enforcement activity by either Party outside its primary jurisdiction.• Staff intends to bring to Council similar MOUs with other Wood River Valley departments as well as one with the Magic Valley Critical Incident Task Force. |
|---|

Sustainability Impact:

No impact

Financial Impact:

None OR Adequate funds exist in account:	None
--	------

Attachments:

- | |
|---------------------------------------|
| 1. Resolution 26-018 |
| 2. Memorandum of Understanding 26-008 |

RESOLUTION NUMBER 26-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ENTERING THE KETCHUM POLICE DEPARTMENT INTO A MEMORANDUM OF UNDERSTANDING WITH THE SUN VALLEY POLICE DEPARTMENT FOR THE SHARING OF PUBLIC SAFETY SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council deem the safety of Ketchum residents and visitors of the highest priority; and

WHEREAS, a newly established Ketchum Police Department takes effect on August 3, 2026; and

WHEREAS, the Ketchum Police Department and Sun Valley Police Department will work together to share resources, reduce emergency response times, and strategically address community issues which exceed established jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho to adopt the Memorandum of Understanding between the Ketchum Police Department and the Sun Valley Police Department.

This Resolution will be effective the 23rd day of July, 2026.

City of Ketchum:

Peter Prekeges, Mayor

Attest:

Trent Donat, City Clerk & Business Manager

Sun Valley Police Department and Ketchum Police Department
Public Safety Services
Memorandum of Understanding #26-008

This Memorandum of Understanding (MOU) is entered into by and between the City of Sun Valley, Idaho, specifically the Sun Valley Police Department (SVPD), and the City of Ketchum, Idaho, specifically the Ketchum Police Department (KPD), and shall remain in effect until December 31, 2027, unless otherwise amended or terminated in accordance with the provisions herein.

RECITALS

Each of the parties hereto is a "public agency" as defined by Idaho Code §67-2327 and is authorized to enter into a Joint Exercise of Powers Agreement under Idaho Code §67-2328. The parties have joined together pursuant to the authority granted by Idaho Code §67-2337(4) to coordinate and direct law enforcement efforts toward the identification, investigation, and prosecution of individuals responsible for criminal activity within Blaine County, Idaho, and to facilitate the sharing of resources, when appropriate, in support of public safety, the preservation of peace, and the general welfare of the residents of both Sun Valley and Ketchum, Idaho.

Each party owns and maintains equipment and employs personnel to perform its respective duties and responsibilities, as well as to assist other parties under this agreement. The geographical boundaries of each party are in such a manner as to enable each party to render mutual aid assistance to another under this agreement. As articulated in Idaho Code §67-2326, the parties desire to cooperate and coordinate their efforts in maintaining public peace and safety throughout Blaine County, Idaho, recognizing that such collaboration is necessitated and made more efficient by the geographical proximity and jurisdictions of the respective Parties.

The primary purpose of this MOU is to facilitate the sharing of resources, to reduce emergency response times, strategically address community issues which exceed established jurisdictional boundaries, and provide mutual investigative assistance between the parties. This Memorandum of Understanding does not create a separate legal entity. This Agreement is limited to mutual aid and emergency response and does not authorize routine or proactive law enforcement activity by either Party outside its primary jurisdiction.

The parties therefore agree to the following:

1. Effective Date — The term of this agreement shall be effective from the date of execution, through December 31, 2027, and automatically renew for terms of one year

thereafter. Any party may revoke its participation in this agreement at any time, with or without cause, by providing the other party with thirty (30) days written notice. If one or all law enforcement designated representatives from this agreement are removed or no longer within their role for any reason, this agreement is terminated.

2. Grant of Authority — The Parties recognize the authority of all officers of each respective agency to enforce the laws within their respective jurisdictions in the State of Idaho. Nothing in this Agreement shall be construed to limit or restrict any authority already conferred upon peace officers by Idaho Code, including but not limited to Idaho Code §67-2337. The Parties do not cross-commission or swear in each other's officers. An officer of one Party may exercise law enforcement authority within the primary jurisdiction of the other Party only when one or more of the following conditions is present: (a) the officer is dispatched to a call for service in the other jurisdiction; (b) the host Party has requested assistance, backup, or investigative support; (c) an emergency requires an immediate law enforcement response; or (d) the officer directly observes what is reasonably perceived as criminal activity that requires immediate action to protect life, prevent serious bodily harm, or preserve evidence. When any such condition applies, the responding officer shall have the authority necessary to address it. Nothing in this Section limits any authority independently granted to peace officers by Idaho law.

3. 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. Liability — Each Party agrees to retain full responsibility and liability for the conduct of its respective officers while performing duties under this Agreement, regardless of whether such actions occur within or outside their respective jurisdictional boundaries. Nothing in this Agreement shall be construed to create or impose liability upon SVPD for the actions of any KPD officer acting pursuant to this Agreement, or vice versa.

5. Equipment, Training, Compensation — It shall be the responsibility of the parties to train, equip, and compensate their respective employees providing requested assistance.

6. Signatory — Each Party shall designate a representative or signatory to act on its behalf for all matters pertaining to this Agreement. The Sun Valley Police Chief shall serve as the designated representative for the City of Sun Valley, and the Ketchum Police Chief shall

serve as the designated representative for the City of Ketchum. These representatives shall serve as the primary points of contact and shall be authorized to make decisions and take actions necessary to implement the terms of this Agreement.

7. Policy — Each officer acting outside their jurisdiction shall abide by the rules, regulations, and policies of their respective agency.

8. Scope of Mutual Aid —

- a. Authorized activity. Officers acting under this Agreement may respond to dispatched calls, provide requested backup, respond to emergencies, provide requested investigative assistance, and take immediate action in response to observed criminal activity as set forth in Section 2.
- b. Prohibited activity. Officers acting under this Agreement shall not conduct routine patrol, traffic enforcement or directed patrol.
- c. Non-emergency observations. If an officer observes activity in the other jurisdiction that does not meet a condition under Section 2, the officer shall notify the host Party through dispatch and shall not take independent enforcement action absent a request from the host Party or a change in circumstances that meets a condition under Section 2.

9. Report Writing — The Parties agree that, while it is permissible for an officer acting in accordance with this Agreement to initiate reports relating to incidents occurring outside their designated jurisdiction, it is recommended that such officers not serve as the primary or lead investigating officer in those matters.

10. Officer Duties and Responsibilities — The parties agree that each peace officer acting under this agreement shall have the following duties, responsibilities, and qualifications:

- Be a certified Idaho Peace Officer as defined by Idaho Peace Officer Standards and Training.
- Adhere to and follow the policies, procedures, and regulations set forth within said peace officer's agency.
- Adhere to the Idaho Peace Officer Standards and Training Code of Ethics (IDAPA 11.11.01.057.07).
- Conduct him/herself as a professional law enforcement officer during their duties.

- Make decisions and act based upon good faith and without malice, utilizing common sense and good judgment.
- Follow the direction of the officer in charge from the jurisdiction in which the incident occurs.

11. Mutual Aid Coordination — The Parties agree to establish a joint communication protocol for activating mutual aid under this Agreement. Requests for assistance shall be made through official dispatch channels or directly between agency supervisors. The responding agency retains the right to decline a request based on its own staffing needs and public safety obligations within its primary jurisdiction.

12. Non-Discrimination — All officers acting under this Agreement shall perform their duties without discrimination on the basis of race, color, national origin, sex, religion, age, disability, or any other protected class under applicable federal or state law, consistent with Idaho Code and the United States Constitution.

13. Ratification — Each signatory of this agreement does hereby specifically agree to submit this agreement to the executive authority of their respective city for ratification and approval. Upon said approval, a copy of the approved document is to be provided to each party.

Kim Orchard, Sun Valley Police Chief

Mayor Peter Hendicks, City of Sun Valley

ATTEST:

Nancy Flannigan, City Clerk

Date

Ketchum Police Chief

Mayor Peter Prekeges, City of Ketchum

ATTEST:

Trent Donat, City Clerk & Business Manager

Date