



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Background:

- Upon the establishment of the Ketchum Police Department (KPD) on August 3, 2026, KPD will work closely with the Blaine County Sheriff’s Office (BCSO).
- The MOU does not create a separate legal entity; rather, it enables the “cross-deputization, sharing of resources, and mutual investigative and operational assistance” between KPD and BCSO.
- 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:

Financial Impact:

None OR Adequate funds exist in account:	None
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Attachments:

- | |
|---------------------------------------|
| 1. Resolution 26-019 |
| 2. Memorandum of Understanding 26-009 |

**CITY OF KETCHUM
RESOLUTION NO. 26-019**

A RESOLUTION OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KETCHUM AND THE BLAINE COUNTY SHERIFF'S OFFICE FOR THE COORDINATION OF LAW ENFORCEMENT SERVICES AND MUTUAL AID WITHIN BLAINE COUNTY, IDAHO; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING RELATED ACTIONS.

WHEREAS, The City of Ketchum and the Ketchum Police Department (KPD) and the Blaine County Sheriff's Office (BCSO) desire to collaborate in providing law enforcement services and mutual aid assistance throughout Blaine County; and

WHEREAS, Idaho Code §§ 67-2326 through 67-2337 authorizes public agencies to enter into joint exercise of powers agreements to make efficient use of their powers by enabling cooperation with other public agencies on matters of mutual concern; and

WHEREAS, the proposed *Blaine County Public Safety Services Memorandum of Understanding* ("MOU"), attached hereto as **Exhibit A**, provides a framework for cross-deputization, sharing of resources, and mutual investigative and operational assistance between KPD and BCSO, while preserving the independence and liability responsibilities of each agency; and

WHEREAS, the MOU shall be effective upon execution and remain in effect until December 31, 2027, with automatic one-year renewals thereafter unless amended or terminated by written notice; and

WHEREAS, the Mayor and City Council of the City of Ketchum finds that participation in this agreement promotes the public peace, health, safety, and welfare of the residents of Ketchum and Blaine County and is in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AS FOLLOWS:

1. **Authorization.** The Ketchum Police Chief is hereby authorized to execute, on behalf of the City of Ketchum, the *Blaine County Public Safety Services Memorandum of Understanding* between the Ketchum Police Department and the Blaine County Sheriff's Office, substantially in the form attached hereto as **Exhibit A**.
2. **Implementation.** The Ketchum Police Department is authorized to take such actions as are necessary or appropriate to implement the provisions of the MOU and to carry out the intent of this Resolution.
3. **Effective Date.** This Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED and APPROVED by the Mayor and City Council of the City of Ketchum, Idaho, on this 23rd day of July 2026.

Pete Prekeges, Mayor

ATTEST:

Trent Donat, City Clerk & Business Manager

Exhibit A

Blaine County Public Safety Services Memorandum of Understanding #26-009
(Attached hereto and incorporated by reference)

**Blaine County Public Safety Services
Memorandum of Understanding #26-009**

This Memorandum of Understanding (MOU) is entered into by and between Blaine County, Idaho, and the City of Ketchum, Idaho, specifically, the Blaine County Sheriff's Office (BCSO) and 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 above named 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 Blaine County, 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 the entirety of Blaine County, Idaho, recognizing that such collaboration is necessitated and made more efficient by the geographical locations and jurisdictions of the respective Parties.

The primary purpose of this MOU is to facilitate the sharing of resources, primarily personnel, 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.

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 other Parties to enforce the laws within Blaine County, Idaho. To the extent necessary, pursuant to Idaho Code § 67- 2337(4), the Parties specifically grant each other authority to enter their jurisdiction and provide law enforcement services within Blaine County, Idaho.
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 or deputies 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 the BCSO for the actions of any KPD officer acting pursuant to this Agreement or vice versa.
5. **Extension of Peace Officer Authority** – BCSO shall extend cross-deputization to certified personnel of KPD. Peace officers of KPD acting outside their primary jurisdiction pursuant to this cross-deputization shall possess all powers, privileges, rights, and responsibilities equivalent to those exercised within the jurisdiction of their employing agency. The City of Ketchum shall retain full responsibility and liability for the actions of its peace officers, whether such actions occur within or outside of their primary jurisdiction, so long as the officer is acting under the authority of this Agreement. BCSO reserves the sole discretion to suspend or revoke the deputization of any KPD officer at any time and further reserves the right to deny or withhold deputization for any KPD officer for any reason.
6. **Equipment, Training, Compensation** – It shall be the responsibility of the parties to train, equip, and compensate their respective employees acting under this agreement.
7. **Signatory** – Each Party shall designate a representative or signatory to act on its behalf for all matters pertaining to this Agreement. Sheriff Morgan Ballis shall serve as the designated representative for Blaine County, 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.

- 8. Policy** – Each officer or deputy acting under this agreement shall abide by the rules, regulations, and policies of their respective agency.
- 9. Intent** – The Parties agree that it is not the intent of this Agreement to establish or promote the routine use of proactive policing methods or regular patrol activities by officers outside of their originally designated jurisdictions.
- 10. Report Writing** – The Parties agree that, while it is permissible for a KPD officer acting under the terms of 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.
- 11. Officer Duties and Responsibilities** – The parties agree that each peace officer acting under this agreement shall have the following duties, responsibilities, and qualifications:
- a) Be a certified Idaho Peace Officer according to the Idaho Peace Officer Standards and Training.
 - b) Adhere to and follow the policies, procedures, and regulations set forth within said peace officer's agency.
 - c) Adhere to the Idaho Peace Officer Standards and Training Code of Ethics (IDAPA 11.11.01.057.07)
 - d) Conduct him/herself as a professional law enforcement officer during their duties.
 - e) Officers acting under this agreement are to make decisions and act based upon good faith and without malice, utilizing common sense and good judgement.
 - f) Follow the direction of the BCSO officer in charge.
- 12. Ratification** – Each signatory of this agreement does hereby specifically agree to submit this agreement to the executive authority of their respective city or county for ratification and approval. Upon said approval, a copy of the approved document is to be provided to each party.

Morgan Ballis, Blaine County Sheriff

Date

Ketchum Police Chief

Date

Pete Prekeges, Mayor

Date