



## City of Ketchum

September 21, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Contract 20521 For Automatic Aid with Wood River Fire and Rescue**

#### Recommendation and Summary

Staff is recommending the council approve Contract 20521 with Wood River Fire and Rescue by adopting the following motion:

**"I move to approve Contract 20521 and authorize the Mayor to sign the agreement."**

The reasons for the recommendation are as follows:

- The Wood River Fire and Rescue Department has requested automatic aid assistance from the City of Ketchum in certain situations.

#### Introduction and History

With the approval of the Mutual Aid Agreement recently, all of the fire agencies may now request assistance from one another, and the decision to provide that assistance can be made by the fire officer on duty. Automatic Aid is an agreement to take a step above that and allow Blaine County Emergency Communications to automatically dispatch a fire engine to reports of structure fires.

#### Analysis

This agreement is for the automatic dispatch of one fire engine to structure fires within the Wood River Fire District. We have similar agreements with Sun Valley and Ketchum Rural Fire District. Those agreements may be revised to be similar to the proposed agreement with Wood River.

#### Sustainability

There is no sustainability impact arising from this action.

#### Financial Impact

Each incident has some cost in calling back paid-call firefighters and off-duty staff for calls within Wood River. That cost should be offset by the free assistance provided to the city by Wood River Fire on calls within Ketchum. The overall financial impact of this agreement should be negligible.

#### Attachments

Attachment A: Contract 20521

## **City of Ketchum and Wood River Fire Rescue**

### **Automatic Aid Agreement**

THIS AGREEMENT is made and entered into this *16th day of September, 2020*, by and between the City of Ketchum, a municipal corporation of the State of Idaho, and the Wood River Fire Protection District, a fire protection district of the state of Idaho, located in Blaine County, Idaho (collectively “the parties”).

#### **WITNESSETH:**

*WHEREAS*, in the event of a major fire, each of the parties may need the immediate assistance of another party to provide supplemental fire suppression; and

*WHEREAS*, each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party to this agreement in the event of such an emergency; and

*WHEREAS*, the geographical boundaries of each party are located in such a manner as to enable each party to render automatic assistance to each other; and

*WHEREAS*, an agreement of this nature is authorized under Idaho Code Sections 50-301, 31-1430 and 67-2327 through 67-2332;

*THEREFORE*, subject to the terms of this agreement to carry out the purpose and functions described above and in consideration of the benefits to be received and the mutual covenants exchanged herein by the parties, it is hereby agreed as follows.

#### **1. ASSISTANCE AGREEMENT**

Each party agrees to initiate an immediate automatic aid response consisting, when available, of one (1) adequately staffed fire engine with trained personnel to any reported structure fire within the other party’s jurisdiction. If additional equipment or staffing is needed it may be requested by the incident commanded as a mutual-aid response. For the purpose of this agreement, an adequately staffed fire engine consists of no less than two (2) firefighters including one (1) qualified operator.

#### **2. LIABILITY**

Each party agrees to assume responsibility for liabilities arising out of actions of its own personnel and to hold the other parties harmless therefore; provided, however, that the requesting agency shall assume liability for, and hold all other parties harmless from, all liabilities that arise out of, or are directly attributable to, command decisions made by the requesting agency.

#### **3. COST**

Each Party shall be responsible for all normal costs incurred in the performance of this Agreement through the end of the Mutual Aid period. Normal costs shall include wages, benefits, worker's compensation insurance, fuel, potable water, oxygen, medical supplies and similar consumable supplies. The Requesting Party shall be responsible for reimbursement or replacement of firefighting foam, or special extinguishing agents when such use is requested by the Requesting Party. Nothing in this Agreement shall prevent any or all of the Parties to this Agreement from recovering the costs of emergency services provided by the Parties of this Agreement from a private citizen, business or other entity, where such entity is deemed to be responsible for such costs. Funds recovered will be distributed in proportion to the Party's on-scene resources, by dividing the costs submitted by each Party by the total costs submitted by all parties multiplied by the total funds available.

#### **4. NO LIABILITY FOR FAILURE TO PROVIDE AID**

No liability of any kind or nature, whether express or implied shall attributed or to be assumed by a Party, its duly authorized agents or personnel, for failure or refusal to provide Automatic Aid; nor shall there be any liability of any Party for withdrawal of Automatic Aid once provided, pursuant to the terms of this Agreement..

#### **5. INSURANCE**

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

#### **6. DURATION AND TERMINATION**

This agreement shall remain in full force and effect for five (5) years from the date hereof, unless terminated sooner, and may be renewed with the consent of all parties. Any party may terminate its participation in this agreement prior to expiration by providing written notice to all other parties, with not less than thirty (30) days notice. Such notice shall automatically terminate the agreement as to the party giving notice on the date set in the notice.

#### **7. AGREEMENT NOT EXCLUSIVE**

This agreement is not intended to be exclusive between the parties. Any of the parties may enter into separate mutual assistance or mutual aid agreements with any other party or parties. Entry into such separate agreement shall not, unless specifically stated therein, affect any relationship or covenant herein contained.

#### **8. MISCELLANEOUS PROVISIONS**

a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.

- b. **Provision Severable.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. **Rights and Remedies are Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. **Entire Agreement.** This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.
- e. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho.
- f. **Preparation of Agreement.** No presumption shall exist in favor of or against any Party to this Agreement as a result of the drafting and preparation of the document.
- g. **No Waiver.** No waiver of any breach by any Party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- h. **Effective Date.** This Agreement is effective as to each party as to the date of the signature of each Party who have signed this Agreement regardless whether all the Parties listed herein have executed this Agreement.
- i. **Counterparts.** This agreement may be executed in counterparts, and each counterpart shall be deemed an original.

***IN WITNESS WHEREOF***, this agreement has been executed by the parties as of the date first above written.

APPROVED BY:

_____ Neil Bradshaw	_____ Mayor, City of Ketchum	_____ Date
_____ Robin Crotty	_____ Clerk, City of Ketchum	_____ Date
_____ Bill McLaughlin	_____ Chief, Ketchum Fire Department	_____ Date

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Jay Bailet	Chair, Wood River Fire Protection District	Date
Stephanie Jaskowski	Clerk, Wood River Fire Protection District	Date
Chief Ron Bateman	Chief, Wood River Fire Protection District	Date

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