



City of Ketchum

September 8, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Enter into Mutual Assistance Agreement 20513 for Fire and other Emergencies

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to sign Contract 20513 outlining mutual assistance responsibilities for fire response with the following motion:

“I move to approve Contract 20513 outlining mutual assistance responsibilities and authorize the Mayor to sign the contract.”

The reasons for the recommendation are as follows:

- The cities and fire districts of Blaine County had a mutual assistance agreement effective from 2011 through 2016. The City subsequently moved to an automatic aid agreement with Sun Valley and the Ketchum Rural Fire District.
- This agreement was re-written to clarify that assistance need only be provided to the extent that any agency can manage at a given time

Introduction and History

The cities and fire districts of Blaine County had a mutual assistance agreement effective from 2011 through 2016. That agreement had a clause to allow it to be renewed by mutual assent. Unfortunately, the agreement was never renewed and the fire agencies have been assisting each other without an agreement since 2016.

This agreement was re-written to clarify that assistance need only be provided to the extent that any agency can manage at a given time. No liability exists for any agency to provide assistance when, for example, they are already on another call; or for any other reason.

The agreement is for five years, but any agency may opt out with 30-days notice. As such it does not bind future councils to its terms.

Analysis

This request is for the City of Ketchum to approve and enter into this mutual assistance agreement.

Sustainability Impact

There is no sustainability impact arising from this agreement.

Financial Impact

Mutual Assistance reduces costs for fire protection by agreeing to help each other out. Without this agreement, costs could potentially rise if the city were to be forced to provide adequate staffing and equipment for all foreseeable emergencies.

Attachments

Attachment A: Contract 20513

**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

THIS BLAINE COUNTY MUTUAL ASSISTANCE AGREEMENT (“Agreement”) is made and entered into by and among the Cities of Ketchum, Sun Valley and Hailey, municipal corporations in the State of Idaho; the City of Bellevue, a chartered city, organized under the laws of the State of Idaho; the Friedman Memorial Airport Authority, an agency organized under the laws of the State of Idaho; Ketchum Rural Fire Protection District, Wood River Fire & Rescue Rural Fire Protection District, Carey Fire Protection District, West Magic Fire Protection District, and Smiley Creek Fire Protection District, fire protection districts organized under the laws of the State of Idaho.

WITNESSETH:

WHEREAS, each of the Parties maintain equipment and personnel who are trained to provide various levels of service in control of fire, fire prevention, emergency medical services, hazardous materials response and/or other emergency support; and

WHEREAS, in the event of a major fire, disaster or other emergency, each of the Parties may need the assistance of another Party or Parties to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials response and/or other emergency support; and

WHEREAS, the geographical area of each Party is located in such a manner as to enable each Party to render assistance to the other,

WHEREAS, an Agreement of this nature is authorized under Idaho Code § 67-2332;

THEREFORE, Subject to the terms of this Agreement to carry out the purposes and functions described above and in consideration of the benefits to be received and the covenants exchanged herein by the Parties, it is hereby agreed as follows:

1. Definitions:

- a. “Assisting Party” means a Party providing or requested to provide mutual aid within the jurisdictional boundaries of a Requesting Party.
- b. “Automatic Aid” means the assistance provided by an Assisting Party to a Requesting Party that is pre-authorized by the Assisting Party.
- c. “Emergency Incident” means any reported fire, emergency medical call, service call, rescue or hazardous materials incident requiring emergency response by a Party.
- d. “Mutual Aid” means the assistance provided by an Assisting Party to a Requesting Party on direct request of the Requesting Party.
- e. “Requesting Party” means a Party within whose jurisdiction an emergency incident has been reported and who has requested assistance of an Assisting Party.

2. **Mutual Aid.** Each Party agrees to provide Mutual Aid to another Party or Parties when requested; provided however that an Assisting Party shall provide Mutual Aid at its sole discretion and shall be excused from making equipment and personnel available in the event of a pre-existing or contemporaneous need within the Assisting Party's jurisdiction, or when insufficient resources are available to provide Mutual Aid. The decision to provide Mutual Aid shall be made by the Assisting Party at its sole discretion, which decision shall be final and conclusive.
3. **No Liability for Failure to Provide Mutual 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 Mutual Aid; nor shall there be any liability of any Party for withdrawal of Mutual Aid once provided, pursuant to the terms of this Agreement.
4. **Pre-Approval.** By signing this Agreement, the governing body of a Party is hereby deemed to have approved the provision of Mutual Aid beyond its political boundaries, and any Mutual Aid provided pursuant to this Agreement shall not require any further approval by the governing body of the Party.
5. **Mutual aid Period.** The extent of the Mutual Aid Period shall be twenty-four (24) consecutive hours from the time of initial dispatch of the emergency incident, unless extended by an additional agreement between the Parties. The initial dispatch shall be the first notification of any Party. A requesting Party may not circumvent the limitation on Mutual Aid by using the time of notification of any Assisting Party.
6. **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.
7. **Personnel Status.** Nothing contained in this Agreement, and no performance of this Agreement by any agent or personnel of the Parties shall in any respect alter or modify the status of agent or personnel of the Parties for the purpose of employment, benefits, worker's compensation, or for any purposes or conditions of employment.
8. **Damages** Each Party assumes all liability and responsibility for damage to its own apparatus and equipment, except when such damage is directly caused by another Party to this Agreement. Each Party also assumes all liability and responsibility for any damage caused by its own apparatus and personnel while en-route to, or returning from, an Emergency Incident. No Party shall be liable or responsible for the personal property of any Party's personnel which may be lost, stolen or damaged while performing their duties under this Agreement.
9. **Incident Command System.** In order to facilitate a cooperative and organized effort on an incident, the National Incident Management System (NIMS) Incident Command

System (ICS) shall be used. The responding resources shall operate within the Incident Command System as assigned, provided that all personnel shall remain under the direct supervision of the officer in charge of their responding unit. If the Requesting party requests an Assisting Party to assume command, the requesting party shall not, by relinquishing command, be relieved of the responsibility for the incident.

10. Safety Turn Down. All personnel retain the right to decline assignments for reasons of safety, to include unsafe work practices, environmental conditions, inadequate training or experience, or inadequate or defective equipment. When feasible, the person or persons declining the assignment may identify safer alternatives or state the reasons for declining an assignment. The Assisting Party has the right to recall resources at any time to appropriately manage risk.

11. Not Exclusive. This Agreement is not intended to be exclusive between the Parties hereto. Any of the Parties may, as they deem necessary or expedient, 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. No such separate agreement shall terminate any responsibility hereunder unless notice shall be given pursuant to Section 11 of this Agreement.

12. Duration and Termination. This Agreement shall be in full force and effect for five (5) years from the date hereof, unless sooner terminated. No Party may modify this Agreement without the written consent of all current Parties to this Agreement. However, any Party may terminate its participation in this Agreement prior to expiration as follows:

a. Written notice shall be served by any Party hereto upon all other Parties of its intention to terminate its participation in this Agreement. Such notice shall be served not less than thirty (30) days prior to the termination date set forth therein and a copy shall be forwarded to each Party hereto. Said notice shall automatically terminate the Agreement as to the Party giving notice on the date set.

b. Termination of the Agreement between the Parties affected by such initiation shall not affect the continuation of the Agreement as to any Party hereto not indicating intention to withdraw as provided herein

13. 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 hereto as of the date below written.

**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

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

Peter Hendricks	Mayor, City of Sun Valley	Date
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Nancy Flannigan	Clerk, City of Sun Valley	Date
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Chief Taan Robrahn	Chief, Sun Valley Fire Department	Date
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APPROVED BY:

Jay Bailet	Chair, Wood River Fire Protection District	Date
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Stephany Jaskowski	Clerk, Wood River Fire Protection District	Date
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Chief Ron Bateman	Chief, Wood River Fire Protection District	Date
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APPROVED BY:

Fritz Haemmerle	Mayor, City of Hailey	Date
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Mary Cone	Clerk, City of Hailey	Date
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Chief Mike Baledge	Chief, Hailey Fire Department	Date
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APPROVED BY:

Christopher Koch	Mayor City of Bellevue	Date
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Amanda C. Karst	City Clerk/Administrator, City of Bellevue	Date
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Greg Beaver	Chief, City of Bellevue Fire Department	Date
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APPROVED BY:

Jed Gray	Chair Ketchum Rural Fire District	Date
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Trish Smith	Clerk, Ketchum Rural Fire District	Date
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Rich Bauer	Chief, Ketchum Rural Fire District	Date
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APPROVED BY:

Dale Stocking	Chair, Carey Rural Fire Protection District	Date
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Richard Kimball	Chief, Carey Rural Fire Protection District	Date
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APPROVED BY:

	Chair, Smiley Creek Fire District	Date
Scott Williams	Chief, Smiley Creek Fire District	Date

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APPROVED BY:

Friedman Memorial Airport Authority Date

Friedman Memorial Airport Authority Date