



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

### Recommended Motion:

Staff is not seeking formal action or approval but instead soliciting feedback regarding the following proposed discussion items:

1. Staff recap of changes to draft JPA:
  - Adding SCFD and WMFD
  - Removing monetary contributions
  - Language cleanup
2. Discussion items:
  - Bylaws
  - funding formulas
  - fire prevention activities
  - staffing and LOS
  - appointing steering committee
3. Recap of proposed next steps

### Reasons for Recommendation:

- Previous independent studies completed by McGrath Consulting Group in 2013 and 2007 outlined the benefits of Ketchum participating in a consolidated fire department.
- City staff has been meeting for the last year with Wood River Fire and Rescue staff to discuss the potential of a merger. Staff has held recent discussions with Smiley Creek Fire District and West Magic Fire District who have expressed interest in participating as well.
- Blaine County commissioned in 2023 a new independent review Ambulance District service to ensure financial sustainability. The study is also reviewing the concept of consolidating fire departments within Blaine County.

Policy Analysis and Background (non-consent items only):

On May 22, 2023, the Blaine County Ambulance District held a kick-off session with jurisdictions, via a consultant team, to explore improved EMS service delivery and fire department consolidation. Wood River and the City of Ketchum had already commenced discussions to consolidate. Hailey, Smiley Creek, and West Magic Fire Districts have participated in the discussions and while they are not signatures to the current JPA draft, remain interested in moving forward.

The proposal is to form a fire authority, tentatively labelled the “Blaine County Fire Rescue Authority” with the ultimate goal of forming a new fire district. The authority would:

- Provide fire suppression, fire prevention, EMS, and rescue to the participating cities and fire districts, and EMS to all the county under contract.
- Employ, train, and supervise all fire and EMS response personnel.
- Maintain all facilities and equipment.

Staff has proposed a start date of October 1, 2024, to “go live”. To meet that target, we have identified a series of critical steps in the interim. These are necessary to allow for revising contracts and agreements and organizing administration of the new agency. To achieve that goal, we would need to meet the following deadlines:

- Approval of a JPA document and appointment of JPA board members by March
- Presentation of a budget request to the Ambulance District by April
- Negotiating plan review and inspection fee and funding agreements
- Presentation of funding requests to the cities and fire districts in spring/early summer
- Advertising and hiring the Fire Chief, preferably before September
- Negotiation of a new Collective Bargaining Agreement before October 1
- Appointing other administrative positions (Assistant Chief, etc.) before October 1

This schedule is set somewhat aggressively to meet notification requirements, budgeting, and contract negotiations in order to start operationally at the beginning of the fiscal year. Other agencies may take additional time to join.

The cities and fire districts would continue to own their facilities, equipment, and apparatus. They would lease those to the fire authority at a nominal sum. The fire engines would continue to bear the “City of Ketchum Fire Department” logo, for example. All staff, however, would be combined into a single pool.

The Blaine County Ambulance District is continuing to fund consultants to explore the feasibility of fire department consolidation. The fire authority would continue to coordinate with the county’s efforts. We welcome all engagements with other agencies going forward as we all explore consolidation solutions on behalf of the community. Language in the draft JPA would also state the intention of the group to conduct a vote for full merger in the future.

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:	No immediate financial impact. Financial participation in the JPA would be based on historical funding of the city's fire department and results of upcoming labor negotiations session.
--	--

Attachments:

1. Draft JPA with track changes since Ketchum City Council meeting of 1/11/24
2. Clean version of draft JPA

**JOINT POWERS AGREEMENT FOR THE  
PROVISION OF FIRE AND EMERGENCY  
MEDICAL SERVICES IN BLAINE COUNTY  
IDAHO**

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF KETCHUM, an Idaho Municipal Corporation (“KETCHUM”), SMILEY CREEK FIRE PROTECTION DISTRICT (SMILEY CREEK), an Idaho Political Subdivision, and WOOD RIVER FIRE PROTECTION DISTRICT, also known as Wood River Fire and Rescue, an Idaho Political Subdivision (“WOOD RIVER”). (KETCHUM, SMILEY CREEK and WOOD RIVER may individually be referred to as a “PARTYParty” and are collectively referred to as the “PARTIESParties”).

**RECITALS**

**WHEREAS;**

A. KETCHUM is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement, AND

B. SMILEY CREEK is a fire protection district and a political subdivision in Blaine County, Idaho and has authority to enter into this Agreement, AND

B.C. WOOD RIVER is a fire protection district and a political subdivision in Blaine County, Idaho and has authority to enter into this Agreement, AND

C.D. Each of the Parties hereto is a “public agency” as defined by Idaho Code § 67-2327 and is therefore authorized to enter into an agreement for the joint exercise of powers pursuant to Idaho Code § 67-2328, AND

D.E. Idaho Code § 67-2338 provides that a joint powers agreement may create a separate legal entity, in which case the agreement must describe the precise organization, composition and nature of the entity, or no separate legal entity, in which case the agreement must provide for either an administrator or a Joint Powers Board~~joint board~~. In the event a Joint Powers Board~~joint board~~ is created, Idaho Code §67-2338 provides that the public entities must be represented on the Joint Powers Board~~joint board~~, AND

E.F. The Parties have previously entered into mutual aid and auto aid agreements which have enhanced the services and efficiencies of each Party, AND

F.G. The Parties now desire to enter into an agreement allowing for the joint exercise of powers necessary to provide fire protection, prevention, rescue, emergency medical service and operations of the Parties,

**AGREEMENT**

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full and in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a joint fire and rescue service operating under the name of Blaine County Fire Rescue Authority (“Authority”); and to establish a Joint Powers Board “Board” to manage and oversee the Authority. The authority shall be authorized to provide all emergency and non-emergency services within the current boundaries of the City of Ketchum, the Wood River Fire Protection District and any other areas the Parties provide service to under contracts and agreements.

2. **Duration.** This Agreement is effective on the date of the last signature of the Parties and shall continue until midnight September 30, 2025 (“Initial Term”). Thereafter, the term of this Agreement shall be automatically extended by the Parties for additional one (1) year terms (each such one-year period shall be referred to as an “Extended Term”) under the same terms and conditions of this Agreement unless any Party provides written notification of its intent to allow the expiration of the Agreement no less than one-hundred-eighty (180) days before the expiration of the Initial Term or Extended Term, or fails to appropriate funds to continue the authority’s operations.

3. **Intent to Merge.** All parties agree that the intent of this agreement is to serve as a path to a permanent merger through the formation of a new fire district.

4. **Separate Legal Entity and Parties.** This Agreement shall create a separate legal entity, endowed with the powers described herein. Additional parties may be added by amendment of this Agreement with the recommendation of the Joint Powers Board, as defined in paragraph 5 below, and with the approval of the governing bodies of all Parties.

5. **Joint Powers Board.**

5.1 **Establishment of Joint Powers Board.** The Parties hereby create a ~~joint board~~ (“Joint Powers Board (“Joint Powers Board”)”) responsible for the oversight of the Authority. Each party shall appoint one (1) elected official to the board as follows: For SMILEY CREEK and WOOD RIVER, one Fire Commissioner each, for KETCHUM, ~~each~~ one city council member or mayor. ~~The appointed members shall appoint a third “at large” member.~~ A member of the Joint Powers Board appointed by one of the Parties shall be referred to as a “Board Member.”

5.2 **Qualifications of Members.** Members of the Joint Powers Board shall be appointed without respect to political affiliation or religious denomination. All members of the Joint Powers Board shall be eighteen (18) years of age or greater to be eligible for appointment. ~~Members of the Joint Board must be residents of Blaine County.~~ All members of the Joint Powers Board shall serve without compensation from the Fire Authority.

5.3 **Terms.** The initial appointment for all members of the Joint Powers Board shall commence upon approval of this Amended JPA and expire at midnight on September 30, 2025. Subsequent appointments shall be for one (1) year, provided that any expiring member shall hold a seat on the Joint Powers Board until his or her successor has been appointed. Vacancies ~~occurring other than through the expiration of elected official seats~~ appointed terms or removal shall be filled for the remainder of the term by the Party that appointed the Party

Member. Removal of any Board Member may only be made by the Party that appointed such Board Member, ~~except that the “at large” member may be removed by a majority vote of the board.~~

~~5.4 Procedure. Within ninety (90) days from the effective date of this Agreement, the Joint Board shall conduct its first meeting and elect a Chairman and Vice-Chairman and shall adopt bylaws which govern the procedure and manner by which the Joint Board shall conduct its business. The bylaws shall be consistent with the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Joint Board to act. The adopted bylaws shall provide, among other items, the time and place of regular meetings, method and manner of calling special meetings, quorum requirements and rules of procedure.~~

~~5.5.4 Powers and Duties.~~ The Joint Powers Board is responsible for management and oversight of Authority Operations. The powers and duties of the Joint Powers Board include, but are not limited to, the following:

5.4.1 To sue and be sued.

5.4.2 To purchase, hold, sell and convey real property, make such contracts, and purchase, hold, sell and dispose of such personal property as may be necessary or convenient for the purposes of this chapter.

5.4.3 To make and execute all necessary contracts.

5.4.4 To adopt such rules and resolutions as may be necessary to carry out their duties and responsibilities.

5.4.5 To hire, pay, promote, discipline and terminate employees, contractors and agents, or delegate such powers.

5.4.6 To set compensation and benefit levels for employees, commissioners, contractors and agents.

5.4.7 To appoint members of appeals boards and investigatory boards for the purpose of handling personnel matters or disputes concerning fire code enforcement issues, and to appoint other boards or committees that the board deems necessary for carrying out the purposes and policies of this chapter.

5.4.8 To enforce the fire code and rules adopted by the state fire marshal pursuant to chapter 2, title 41, Idaho Code.

5.4.9 To charge and collect reasonable fees for services provided to residents of the fire protection district or city, in accordance with the provisions of sections 63-1311 and 63-1311A, Idaho Code.

~~5.5.15.4.10~~ To approve of policy and procedures for the operation, meeting and other administrative matters of the Joint Powers Board;

Accept grants-in-aid

~~5.5.2 To approve of policy and standard operating procedures for the operation of the Authority;~~

~~5.5.3 To approve of response standards, including policies regarding~~

dispatch responses;

~~1.1.1~~

~~5.5.4 To approve and oversee implementation of fire service and/or EMS standards, protocols and procedures.~~

~~1.1.1~~

~~5.5.5 To appoint the fire chief;~~

~~1.1.1~~

~~5.5.6 To employ personnel;~~

~~1.1.1~~

~~5.5.7 To approve the organizational chart and administrative staffing;~~

~~5.5.8 Assume the liability of actions taken by the Authority;~~

~~1.1.1~~

~~5.5.9 To approve of the allocation of resources, including staffing of stations including location of personnel and vehicles;~~

~~1.1.1~~

~~5.5.10 To approve deployment of all the Parties' equipment leased to the Authority;~~

~~1.1.1~~

~~5.5.11 To purchase gifts of property, both real and/or personal property;~~

~~5.5.12 To address other matters necessary and convenient in furtherance of the purpose of this Agreement;~~

~~5.5.13 To identify matters that require approval of the governing bodies of the Parties;~~

~~5.5.14 To engage legal and accounting services deemed necessary;~~

~~5.5.15 To make, and enter into, and perform contracts, including those with the parties hereto, for goods or services of every kind as authorized by law with other governmental entities, the State of Idaho, or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.~~

~~5.5.16 To incur debts, liabilities, or obligations as may be permitted by law, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of either of the Parties to the extent and in the manner permitted by law, and borrow money and, from time to time, make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority; and providing that all debts, liabilities, and obligations of the Authority shall be limited to or secured only to the~~

~~extent of the Authority's assets; and further providing that no obligation of the Authority shall be or become an obligation of either of the Parties without the express written consent of such party.~~

- ~~5.5.17 To apply for, accept, receive, and disperse grants, loans and other aid from any governmental entity or political subdivision thereof.~~
- ~~5.5.18 To invest any unexpended funds that are not required for the immediate operation of the Authority, as the Authority determines, is advisable, in accordance with the laws of the State of Idaho.~~
- ~~5.5.19 To administer and enforce the Fire Code adopted by the Parties, and as adopted or consented to by other municipalities and counties within the Authority's service area.~~
- ~~5.5.20 To provide ambulance services or to contract with a provider of ambulance services within the Authority's service area through any lawful means, including but not limited to an exclusive service agreement, performance standards or other provisions as deemed appropriate by the Board.~~
- ~~5.5.21 To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.~~
- ~~5.5.22 To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority in the manner provided by law.~~
- ~~5.5.23 To own, operate, and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative, or operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other operations with others.~~
  - ~~5.5.24.11 To act as agent on behalf of the Parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the parties or any other party, to the extent permitted by law and the terms of such contracts and agreements.~~
- ~~5.5.25 To carry out and enforce all provisions of this Agreement.~~

5.65.5 Idaho Tort Claims Act. As a separate governmental entity created pursuant to Idaho Code § 67-2328, the Authority shall receive and enjoy all of the privileges, immunities and defenses afforded under federal or state constitutional, statutory or common law, including but not limited to, those provided to a “public entity” under the Idaho Tort Claims Act, Idaho Code § 6-9 *et seq*



## 5.75.6 Meetings of the Board.

~~5.7.15.6.1~~ Notice of Meetings. The Board shall annually designate, at its first regular meeting of each calendar year, the public posting locations within the boundaries of the Authority for providing full and timely notice to the public of all regular and special meetings. In accordance with Idaho Code § 74-204, such notice shall be posted at least seventy-two (72) hours prior to the Board meeting in three locations within each jurisdiction and the clerk and recorder's office for Blaine County and when possible, shall include specific agenda information in accordance with Idaho Code § 67-2328.

~~5.7.2~~ ~~Meeting Locations. The Board intends to alternate regular meeting places between two designated locations, one located in the City of Ketchum and one located in the Wood River Fire Protection District.~~

~~5.7.35.6.2~~ Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by the Board.

~~5.7.45.6.3~~ Special Meetings. The Board may conduct special meetings, which may be called by the Board at such times as it may determine to be necessary, provided that notice of the time, place, and business of such meeting is provided to the public in accordance with this Agreement.

~~5.7.55.6.4~~ Open Meetings. All meetings of the Board shall be open to the public, except that the Board may go into executive session in accordance with Idaho Code § 67-2328 (3).

~~5.7.65.6.5~~ Electronic Attendance. If approved by the Board, the Members may participate by telephone or other technology that allows them to participate in a meaningful manner, so long as meetings are open to the public and the Board is not acting in a quasi-judicial capacity. ~~However, only Members physically present at the meeting shall be counted for purposes of establishing a quorum and no Member participating electronically shall be permitted to vote on issues before the Board.~~

~~5.7.75.6.6~~ Minutes. The Secretary shall cause all minutes of the meetings of the Board to be kept and shall, prior to the next meeting, provide a draft of the minutes to each Member of the Board for consideration at the next meeting.

~~5.7.8~~ ~~By Laws. The Board may adopt such by laws, rules, and regulations as necessary for the conduct of its meetings and affairs.~~

~~5.85.7~~ Officers The board shall elect a ~~chairehairperson~~, secretary and treasurer from the board.

~~5.8.15.7.1~~ The designated ~~chairehairperson~~ shall sign all contracts and agreements on behalf of the Authority, except those contracts and agreements that may be delegated to the fire chief.

5.8.25.7.2 The secretary shall attest to all minutes of the board and to all contracts and agreements as may be approved by the board.

5.8.35.7.3 The treasurer shall keep or cause to be kept strict and accurate of all moneys received by and disbursed by the authority.

5.95.8 **Fire Chief.** The Board shall appoint the fire chief to manage the Authority (“Fire Chief”). On Behalf of the Authority, the Fire Chief shall carry out all the responsibilities currently being performed for the Cities and Districts and shall be subject to the supervision and oversight of the Board. Those powers not delegated to the Fire Chief shall be reserved for the Board. In addition to those powers and responsibilities which are specifically delegated by the Board, the Fire Chief shall have all powers and authorities provided to a fire chief under Idaho law and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services and personnel, in the manner typically associated with a fire and emergency rescue agency. The Fire Chief shall have the authority to oversee maintenance and operation of all facilities and to make such personnel decisions as deemed appropriate, including without limitation, decisions as to hiring, oversight, daily staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Fire Chief, termination.

6. **Budget and Financing.**

6.1 Budget. On or before May 31 of the Initial Term or Extended Term, as the case may be, the Joint Powers Board shall establish a budget for the Authority, which may be amended from time to time.

6.2 Financing. Unless otherwise agreed by the Joint Powers Board and all Parties, each Party shall fund and support the Authority in substantially the same manner and at the same levels that each Party currently funds and supports their respective fire and emergency services. ~~The annual funding level for fiscal year 2025 shall be as follows:~~

~~6.2.1 Ketchum: \$1,502,476~~

~~6.2.2 Wood River: \$1,188,305~~

6.3 Payments. The BCFRA shall invoice each Party monthly for 1/12<sup>th</sup> of the annual appropriations.

6.4 Annual Increase. The Parties agree that the intent is to request an increase in annual payments ~~shall increase~~ by 3% annually for the first three years, starting on October 1 of each year. All funds are subject to annual appropriation. -

6.5 Initial Contributions – Reserve Funding. Each agency agrees to deposit the equivalent of three months' contributions no later than September 1 2024 to form an operating reserve. The BCFRA Board may elect to repay those pre-payments by reducing monthly payments at a rate of one payment per year for three years.

6.6 Initial Contributions – Liabilities. Each party shall provide payment to the BCFRA equal to the accrued liability of annual leave, comp time, sick leave and any unfunded retirement or deferred compensation in existence as of September 30 2024.

6.7 Fees for Service – Fire Prevention. ~~The Fire authority may contract with each party for~~ Where the provision of BCFRA provides plan reviews, fire code business and residential inspections and similar duties of a fire marshal, ~~code enforcement or other services,~~ the Parties agree to bill the responsible contractor, builder, owner or resident according to the fee schedule attached as appendix A.

6.8 Fees for Service – Equipment Hire. The BCFRA shall have authority to assign the party's equipment to event coverage, preventative standby or incidents under a hire agreement. Any net funds for use of the party's equipment shall be distributed at a rate of 75% to the BCFRA for operating, maintaining and repairing the equipment, and 25% to the party for eventual capital replacement. Repair of any equipment used on a hire basis shall not be the responsibility of the party as outlined below.

6.9 Supplemental Appropriations. In the event that substantial changes in conditions occur, the Authority may request supplemental appropriations from one or more parties. ~~Substantial changes can include but are not limited to 1) an increase in calls for service greater than 12% per year for two or more consecutive years; or 2) a request by any Party to increase the level of service provided.~~

~~6.10 Non Appropriation. All financial obligations and contributions incurred pursuant to this agreement are expressly contingent to the annual appropriation of funds by each party. Upon the event of non appropriation by any Party, that Party shall be deemed to have terminated their participation in this agreement, as of the first day in which funds have~~

~~not been appropriated. Any board members appointed to the board by the non-appropriating party shall be removed from the board immediately, and shall have no voice or vote in subsequent Authority actions. The non-appropriating Party shall notify the Authority within seven (7) days after any final action of non-appropriation. The authority shall adjust the level of service provided at its sole discretion, including but not limited to ceasing service within the boundaries of the non-appropriating party. Should non-appropriation cause a need for reduction in staffing, the authority shall have sole discretion in determining which employees are terminated. Property of the non-appropriating Party shall be returned to the non-appropriating party within thirty (30) days, and the Authority will vacate all premises of the non-appropriating Party within sixty (60) days. Any non-appropriating Party shall forfeit and have no claim to any Reserve Funding as described in section 6.5, unless otherwise agreed to by and between the Party and the Authority. Any non-appropriating Party shall forfeit and have no claim to any Liability Funding as described in section 6.5, unless otherwise agreed to by and between the Party and the Authority.~~

~~6.11~~6.10 Records and Accounts. The Authority shall provide for the keeping of accurate and correct books of account, showing in detail the capital costs, cost of special services, maintenance and operating costs and all financial transactions of the Authority which books of account shall correctly show any receipts and also any costs, expenses or charges paid to or to be paid by each of the Parties. Said books and records shall be open to inspection at all times during normal business hours by any representative of either Party or by the accountant or other person authorized by either Party to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis. The Board shall present the result of such audit to the Parties not later than thirty (30) days after receipt

## 7. Personnel

7.1 Party Employees. The Authority agrees to hire all persons who are full-time employees of any Party on the effective start date of operations, or upon such date as a Party enters into the Authority. Personnel shall be placed in positions where there is a need. No employee will have a guarantee of holding the same position in the Authority as they held in a Party.

7.2 Pay and Benefits. Pay and benefits for all represented staff shall be negotiated between the Board and IAFF local 3426 prior to the operational start date of October 1, 2024. In event a collective bargaining agreement has not been reached, operational start shall be delayed until the agreement is reached. Pay for non-represented employees shall be at a wage no less than the wage paid to them by the party employing them prior to start.

7.3 Part time and Paid on Call Employees. The Authority agrees to hire part time employees into appropriate positions where needed by the Authority. The authority agrees to hire all Paid on Call employees of the parties.

7.4 Seniority. All of the time an employee has spent with any Party shall be considered as time spent with the Authority for the purpose of determining any seniority, conditions and benefits received from the Authority.

7.5 Rules and Regulations. During the term of this agreement, all employees

hired by the Authority shall be subject to the rules, policies, terms and conditions of employment as stated in the Authority Policies, Rules and Regulations, as amended from time to time.

7.6 Separation. If a Party separates from the Authority or the Authority is terminated, the Parties agree to hire the employees into positions for which the employee is qualified ahead of all other applicants. Each employee may apply to be hired into any Party upon termination.

## 8. Acquisition, Holding and Disposing of Property.

8.1 Ownership of Property. All real property and personal property owned by a Party at the time of the execution of this Agreement would continue to be owned by that Party during the term of this Agreement and after termination of the Agreement.

8.2 Lease of Equipment. The authority shall enter into a lease to operate all Party owned equipment with the party for the duration of the agreement, or until disposal by the party of the equipment. The annual lease fee for equipment shall be \$1.

8.3 Maintenance and Repair of Property. The Authority shall be responsible for routine inspection and maintenance of the Parties' equipment. This shall include minor repairs up to \$4,999. All repairs requiring \$51,000 or more to complete shall be the responsibility of the Party owning the equipment, unless the repair was caused by negligence on the part of the Authority.

8.4 Joint Acquisition of Property. In the event the Parties decide to jointly acquire property, the Joint Powers Board will decide before the property is acquired how the purchase would be funded, the percentage of ownership and how title to the property would be transferred if the Agreement is terminated.

8.5 Property at Termination. Unless otherwise previously agreed to by the Parties in writing, in the event of termination of this Agreement, each Party's real and personal property shall remain that Party's property and the other Party shall have no claim to, interest in or control of the other Party's property following termination of this Agreement. Property purchased by the Authority shall be divided amongst the parties equitably.

## 9. Delegation of Powers.

9.1 Each of the Parties delegates to the Authority the power, duty and responsibility to maintain, operate, manage and control all of the facilities, equipment, resources and property of the individual Parties, including without limitation, all fire stations, land, buildings and firefighting, emergency medical and rescue equipment, and to employ the necessary personnel and do any and all other things necessary or desirable to provide continued efficient and economical fire protection services to all persons and property within the respective territorial limits of the Parties, which area shall be considered the jurisdiction of the Authority.

9.2 The Authority is hereby empowered to provide fire protection and emergency rescue services to persons and property outside the boundaries of District of the Authority by agreement in exchange for payment or reciprocal services, as long as such additional services can be provided through the use of existing facilities, equipment, resources, and personnel of the Authority per mutual aid and auto aid agreements.

10. **Level of Service.** The parties all agree that the Authority shall have the right to determine Level of Service provided, including staffing levels, placement and utilization of resources, operating policies and procedures. ~~The Parties waive authority to specify Level of Service, except in negotiation for funding for any newly requested Level of Service, or any new missions.~~ The Authority agrees to provide monthly reports of Level of Service to include call frequency, response times, staffing, losses, transports and other pertinent information.

11. **Indemnification.** Each Party hereby agrees to indemnify, defend and hold harmless the other Party from any and all liability for any injury, damage or claim, including attorney fees, suffered by any person or property in any manner relating to or arising from the negligent acts or omissions of the indemnifying Party, its elected officials, agents or employees during the joint undertaking described in this Agreement.

12. **Insurance.** The Authority shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance against liability for loss or damage, bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, arising out of or relating to the operations, acts, omissions or performance, included under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of each Party are increased pursuant to the Idaho Tort Claims Act (*Idaho Code §§ 6-901 et seq.*). The Authority shall list the Parties as “also named” coverage. also secure and maintain at least the statutory amounts of worker’s compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho.

13. **Obligations and Responsibilities.** This agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Joint Powers Board, said performances may be offered in satisfaction of the obligation or responsibility.

14. **Termination or Withdrawal.**

14.1 Termination by Non-Appropriation. Any party who fails to appropriate funds to the Fire Authority~~termination by non-appropriation~~ shall be deemed to have withdrawn from the agreement~~as described in Section 6.5.~~

14.2 Termination by vote. A party may be terminated from the Fire Authority by a unanimous vote of the other members of the board. Except in the case of non-appropriation, the party being terminated shall be notified no less than six (6) months prior to the date of termination.

~~14.2~~14.3 Withdrawal by a Party. Any party wishing to withdraw from this agreement may do so by notifying the other parties in writing no less than six (6) months in advance. Upon notice of intent to withdraw, the board member(s) representing the withdrawing party may remain on the board, however will be prohibited from voting on any budget, resolution or action that would extend beyond the date of withdrawal. The authority shall have the sole responsibility for determining the level of service following the withdrawal of a Party, and the

withdrawing Party shall not be permitted to vote on those actions.

14.314.4 Personnel on Withdrawal. The Authority shall have the sole responsibility for determining if any employees and which employees may be separated for lack of funding, and the withdrawing Party may not be permitted to vote on those actions. The withdrawing Party may request negotiation of transfer of sick leave and annual leave with the Authority, however the Authority has the sole discretion to agree or deny any proposal.

14.414.5 Property on Withdrawal. All property owned by a withdrawing Party shall remain the property of the Withdrawing Party. All property purchased by the authority shall remain with the authority upon withdrawal of any Party. The Authority shall vacate any facilities owned by a withdrawing Party no later than six (6) months after notice to withdraw is served.

14.514.6 Termination of Agreement. Upon agreement by all Parties to terminate the agreement, the Authority shall be dissolved.

14.614.7 Personnel on Termination. The Parties agree to hire Authority employees qualified for a position ahead of any other candidate, including internal candidates, for a period of two years after dissolution. The Authority agrees to fund liabilities for sick leave and annual leave back to the Parties, or purchase out remaining leave in accordance with Authority policy before lay off. Employees may select employment at any Party at their discretion.

14.714.8 Property on Termination. Upon agreement by all Parties to terminate the agreement, all property owned by a Party shall remain the property of that Party. All property purchased by the authority shall be divided between the Parties proportionate to their annual contribution at the latest year prior to termination. The value of the property to be divided shall be calculated based on purchase price less straight line depreciation. Selection of property shall be negotiated between the Parties, or lots shall be drawn if agreement cannot be reached.

## 15. Miscellaneous Provisions.

15.1 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 provision hereof.

15.2 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

15.3 Mediation. Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each Party shall bear its own costs and the Parties shall split equally the cost and expenses of the mediator.

15.4 Attorney Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing Party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

15.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

15.6 No Presumptions. No presumption shall exist in favor of or against any Party to this Agreement as the result of the drafting and preparation of the document.

15.7 Execution. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.8 Entire Agreement. This Agreement contains the entire understanding between and among the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

15.9 Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement and to bind the Party represented to the terms hereto.

15.10 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



|

DRAFT

**JOINT POWERS AGREEMENT FOR THE  
PROVISION OF FIRE AND EMERGENCY  
MEDICAL SERVICES IN BLAINE COUNTY  
IDAHO**

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF KETCHUM, an Idaho Municipal Corporation (“KETCHUM”), SMILEY CREEK FIRE PROTECTION DISTRICT (SMILEY CREEK), an Idaho Political Subdivision, and WOOD RIVER FIRE PROTECTION DISTRICT, also known as Wood River Fire and Rescue, an Idaho Political Subdivision (“WOOD RIVER”). (KETCHUM, SMILEY CREEK and WOOD RIVER may individually be referred to as a “PARTY” and are collectively referred to as the “PARTIES”).

**RECITALS**

**WHEREAS;**

- A. KETCHUM is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement, AND
- B. SMILEY CREEK is a fire protection district and a political subdivision in Blaine County, Idaho and has authority to enter into this Agreement, AND
- C. WOOD RIVER is a fire protection district and a political subdivision in Blaine County, Idaho and has authority to enter into this Agreement, AND
- D. Each of the Parties hereto is a “public agency” as defined by Idaho Code § 67-2327 and is therefore authorized to enter into an agreement for the joint exercise of powers pursuant to Idaho Code § 67-2328, AND
- E. Idaho Code § 67-2338 provides that a joint powers agreement may create a separate legal entity, in which case the agreement must describe the precise organization, composition and nature of the entity, or no separate legal entity, in which case the agreement must provide for either an administrator or a Joint Powers Board. In the event a Joint Powers Board is created, Idaho Code §67-2338 provides that the public entities must be represented on the Joint Powers Board, AND
- F. The Parties have previously entered into mutual aid and auto aid agreements which have enhanced the services and efficiencies of each Party, AND
- G. The Parties now desire to enter into an agreement allowing for the joint exercise of powers necessary to provide fire protection, prevention, rescue, emergency medical service and operations of the Parties,

## AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full and in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a joint fire and rescue service operating under the name of Blaine County Fire Rescue Authority (“Authority”); and to establish a Joint Powers Board “Board” to manage and oversee the Authority. The authority shall be authorized to provide all emergency and non-emergency services within the current boundaries of the City of Ketchum, the Wood River Fire Protection District and any other areas the Parties provide service to under contracts and agreements.

2. **Duration.** This Agreement is effective on the date of the last signature of the Parties and shall continue until midnight September 30, 2025 (“Initial Term”). Thereafter, the term of this Agreement shall be automatically extended by the Parties for additional one (1) year terms (each such one-year period shall be referred to as an “Extended Term”) under the same terms and conditions of this Agreement unless any Party provides written notification of its intent to allow the expiration of the Agreement no less than one-hundred-eighty (180) days before the expiration of the Initial Term or Extended Term, or fails to appropriate funds to continue the authority’s operations.

3. **Intent to Merge.** All parties agree that the intent of this agreement is to serve as a path to a permanent merger through the formation of a new fire district.

4. **Separate Legal Entity and Parties.** This Agreement shall create a separate legal entity, endowed with the powers described herein. Additional parties may be added by amendment of this Agreement with the recommendation of the Joint Powers Board, as defined in paragraph 5 below, and with the approval of the governing bodies of all Parties.

5. **Joint Powers Board.**

5.1 **Establishment of Joint Powers Board.** The Parties hereby create a Joint Powers Board (“Joint Powers Board”) responsible for the oversight of the Authority. Each party shall appoint one (1) elected official to the board as follows: For SMILEY CREEK and WOOD RIVER, one Fire Commissioner each, for KETCHUM, one city council member or mayor. A member of the Joint Powers Board appointed by one of the Parties shall be referred to as a “Board Member.”

5.2 **Qualifications of Members.** Members of the Joint Powers Board shall be appointed without respect to political affiliation or religious denomination. All members of the Joint Powers Board shall be eighteen (18) years of age or greater to be eligible for appointment. All members of the Joint Powers Board shall serve without compensation from the Fire Authority.

5.3 **Terms.** The initial appointment for all members of the Joint Powers Board shall commence upon approval of this Amended JPA and expire at midnight on September 30, 2025. Subsequent appointments shall be for one (1) year, provided that any expiring member

shall hold a seat on the Joint Powers Board until his or her successor has been appointed. Vacancies of elected official seats shall be filled for the remainder of the term by the Party that appointed the Party Member. Removal of any Board Member may only be made by the Party that appointed such Board Member.

5.4 Powers and Duties. The Joint Powers Board is responsible for management and oversight of Authority Operations. The powers and duties of the Joint Powers Board include, but are not limited to, the following:

- 5.4.1 To sue and be sued.
- 5.4.2 To purchase, hold, sell and convey real property, make such contracts, and purchase, hold, sell and dispose of such personal property as may be necessary or convenient for the purposes of this chapter.
- 5.4.3 To make and execute all necessary contracts.
- 5.4.4 To adopt such rules and resolutions as may be necessary to carry out their duties and responsibilities.
- 5.4.5 To hire, pay, promote, discipline and terminate employees, contractors and agents, or delegate such powers.
- 5.4.6 To set compensation and benefit levels for employees, commissioners, contractors and agents.
- 5.4.7 To appoint members of appeals boards and investigatory boards for the purpose of handling personnel matters or disputes concerning fire code enforcement issues, and to appoint other boards or committees that the board deems necessary for carrying out the purposes and policies of this chapter.
- 5.4.8 To enforce the fire code and rules adopted by the state fire marshal pursuant to chapter 2, title 41, Idaho Code.
- 5.4.9 To charge and collect reasonable fees for services provided to residents of the fire protection district or city, in accordance with the provisions of sections 63-1311 and 63-1311A, Idaho Code.
- 5.4.10 To approve of policy and procedures for the operation, meeting and other administrative matters of the Joint Powers Board;
- 5.4.11 Accept grants-in-aid and gifts of property, both real and personal.

5.5 Idaho Tort Claims Act. As a separate governmental entity created pursuant to Idaho Code § 67-2328, the Authority shall receive and enjoy all of the privileges, immunities and defenses afforded under federal or state constitutional, statutory or common law, including but not limited to, those provided to a “public entity” under the Idaho Tort Claims Act, Idaho Code § 6-9 *et seq*

5.6 Meetings of the Board.

- 5.6.1 Notice of Meetings. The Board shall annually designate, at its first regular meeting of each calendar year, the public posting locations within the boundaries of the Authority for providing full and timely notice to the public of all regular and special meetings. In accordance with Idaho Code § 74-204, such notice shall be posted at least seventy-two (72) hours prior to the Board meeting in three locations within each jurisdiction and the clerk and recorder's office for Blaine County and when possible, shall include specific agenda information in accordance with Idaho Code § 67-2328.
- 5.6.2 Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by the Board.
- 5.6.3 Special Meetings. The Board may conduct special meetings, which may be called by the Board at such times as it may determine to be necessary, provided that notice of the time, place, and business of such meeting is provided to the public in accordance with this Agreement.
- 5.6.4 Open Meetings. All meetings of the Board shall be open to the public, except that the Board may go into executive session in accordance with Idaho Code § 67-2328 (3).
- 5.6.5 Electronic Attendance. If approved by the Board, the Members may participate by telephone or other technology that allows them to participate in a meaningful manner, so long as meetings are open to the public and the Board is not acting in a quasi-judicial capacity.
- 5.6.6 Minutes. The Secretary shall cause all minutes of the meetings of the Board to be kept and shall, prior to the next meeting, provide a draft of the minutes to each Member of the Board for consideration at the next meeting.
- 5.7 Officers The board shall elect a chair, secretary and treasurer from the board.
- 5.7.1 The designated chair shall sign all contracts and agreements on behalf of the Authority, except those contracts and agreements that may be delegated to the fire chief.
- 5.7.2 The secretary shall attest to all minutes of the board and to all contracts and agreements as may be approved by the board.
- 5.7.3 The treasurer shall keep or cause to be kept strict and accurate of all moneys received by and disbursed by the authority.
- 5.8 Fire Chief. The Board shall appoint the fire chief to manage the Authority ("Fire Chief"). On Behalf of the Authority, the Fire Chief shall carry out all the responsibilities currently being performed for the Cities and Districts and shall be subject to the supervision and oversight of the Board. Those powers not delegated to the Fire Chief shall be reserved for the Board. In addition to those powers and responsibilities which are specifically delegated by the Board, the Fire Chief shall have all powers and authorities provided to a fire chief under

Idaho law and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services and personnel, in the manner typically associated with a fire and emergency rescue agency. The Fire Chief shall have the authority to oversee maintenance and operation of all facilities and to make such personnel decisions as deemed appropriate, including without limitation, decisions as to hiring, oversight, daily staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Fire Chief, termination.

## **6. Budget and Financing.**

6.1 Budget. On or before May 31 of the Initial Term or Extended Term, as the case may be, the Joint Powers Board shall establish a budget for the Authority, which may be amended from time to time.

6.2 Financing. Unless otherwise agreed by the Joint Powers Board and all Parties, each Party shall fund and support the Authority in substantially the same manner and at the same levels that each Party currently funds and supports their respective fire and emergency services.

6.3 Payments. The BCFRA shall invoice each Party monthly for 1/12<sup>th</sup> of the annual appropriations.

6.4 Annual Increase. The Parties agree that the intent is to request an increase in annual payments by 3% annually for the first three years, starting on October 1 of each year. All funds are subject to annual appropriation.

6.5 Initial Contributions – Reserve Funding. Each agency agrees to deposit the equivalent of three months' contributions no later than September 1 2024 to form an operating reserve. The BCFRA Board may elect to repay those pre-payments by reducing monthly payments at a rate of one payment per year for three years.

6.6 Initial Contributions – Liabilities. Each party shall provide payment to the BCFRA equal to the accrued liability of annual leave, comp time, sick leave and any unfunded retirement or deferred compensation in existence as of September 30 2024.

6.7 Fees for Service – Fire Prevention. The Fire authority may contract with each party for the provision of plan reviews, fire code inspections and similar duties of a fire marshal.

6.8 Fees for Service – Equipment Hire. The BCFRA shall have authority to assign the party's equipment to event coverage, preventative standby or incidents under a hire agreement. Any net funds for use of the party's equipment shall be distributed at a rate of 75% to the BCFRA for operating, maintaining and repairing the equipment, and 25% to the party for eventual capital replacement. Repair of any equipment used on a hire basis shall not be the responsibility of the party as outlined below.

6.9 Supplemental Appropriations. In the event that substantial changes in conditions occur, the Authority may request supplemental appropriations from one or more

parties.

6.10 Records and Accounts. The Authority shall provide for the keeping of accurate and correct books of account, showing in detail the capital costs, cost of special services, maintenance and operating costs and all financial transactions of the Authority which books of account shall correctly show any receipts and also any costs, expenses or charges paid to or to be paid by each of the Parties. Said books and records shall be open to inspection at all times during normal business hours by any representative of either Party or by the accountant or other person authorized by either Party to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis. The Board shall present the result of such audit to the Parties not later than thirty (30) days after receipt

## 7. Personnel

7.1 Party Employees. The Authority agrees to hire all persons who are full-time employees of any Party on the effective start date of operations, or upon such date as a Party enters into the Authority. Personnel shall be placed in positions where there is a need. No employee will have a guarantee of holding the same position in the Authority as they held in a Party.

7.2 Pay and Benefits. Pay and benefits for all represented staff shall be negotiated between the Board and IAFF local 3426 prior to the operational start date of October 1, 2024. In event a collective bargaining agreement has not been reached, operational start shall be delayed until the agreement is reached. Pay for non-represented employees shall be at a wage no less than the wage paid to them by the party employing them prior to start.

7.3 Part time and Paid on Call Employees. The Authority agrees to hire part time employees into appropriate positions where needed by the Authority. The authority agrees to hire all Paid on Call employees of the parties.

7.4 Seniority. All of the time an employee has spent with any Party shall be considered as time spent with the Authority for the purpose of determining any seniority, conditions and benefits received from the Authority.

7.5 Rules and Regulations. During the term of this agreement, all employees hired by the Authority shall be subject to the rules, policies, terms and conditions of employment as stated in the Authority Policies, Rules and Regulations, as amended from time to time.

7.6 Separation. If a Party separates from the Authority or the Authority is terminated, the Parties agree to hire the employees into positions for which the employee is qualified ahead of all other applicants. Each employee may apply to be hired into any Party upon termination.

## 8. Acquisition, Holding and Disposing of Property.

8.1 Ownership of Property. All real property and personal property owned by a Party at the time of the execution of this Agreement would continue to be owned by that Party

during the term of this Agreement and after termination of the Agreement.

8.2 Lease of Equipment. The authority shall enter into a lease to operate all Party owned equipment with the party for the duration of the agreement, or until disposal by the party of the equipment. The annual lease fee for equipment shall be \$1.

8.3 Maintenance and Repair of Property. The Authority shall be responsible for routine inspection and maintenance of the Parties' equipment. This shall include minor repairs up to \$4,999. All repairs requiring \$5,000 or more to complete shall be the responsibility of the Party owning the equipment, unless the repair was caused by negligence on the part of the Authority.

8.4 Joint Acquisition of Property. In the event the Parties decide to jointly acquire property, the Joint Powers Board will decide before the property is acquired how the purchase would be funded, the percentage of ownership and how title to the property would be transferred if the Agreement is terminated.

8.5 Property at Termination. Unless otherwise previously agreed to by the Parties in writing, in the event of termination of this Agreement, each Party's real and personal property shall remain that Party's property and the other Party shall have no claim to, interest in or control of the other Party's property following termination of this Agreement. Property purchased by the Authority shall be divided amongst the parties equitably.

## 9. Delegation of Powers.

9.1 Each of the Parties delegates to the Authority the power, duty and responsibility to maintain, operate, manage and control all of the facilities, equipment, resources and property of the individual Parties, including without limitation, all fire stations, land, buildings and firefighting, emergency medical and rescue equipment, and to employ the necessary personnel and do any and all other things necessary or desirable to provide continued efficient and economical fire protection services to all persons and property within the respective territorial limits of the Parties, which area shall be considered the jurisdiction of the Authority.

9.2 The Authority is hereby empowered to provide fire protection and emergency rescue services to persons and property outside the boundaries of District of the Authority by agreement in exchange for payment or reciprocal services, as long as such additional services can be provided through the use of existing facilities, equipment, resources, and personnel of the Authority per mutual aid and auto aid agreements.

10. Level of Service. The parties all agree that the Authority shall have the right to determine Level of Service provided, including staffing levels, placement and utilization of resources, operating policies and procedures. The Authority agrees to provide monthly reports of Level of Service to include call frequency, response times, staffing, losses, transports and other pertinent information.

11. Indemnification. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from any and all liability for any injury, damage or claim, including attorney fees, suffered by any person or



property in any manner relating to or arising from the negligent acts or omissions of the indemnifying Party, its elected officials, agents or employees during the joint undertaking described in this Agreement.

**12. Insurance.**

The Authority shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance against liability for loss or damage, bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, arising out of or relating to the operations, acts, omissions or performance, included under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of each Party are increased pursuant to the Idaho Tort Claims Act (*Idaho Code §§ 6-901 et seq.*). The Authority shall list the Parties as “also named” coverage. also secure and maintain at least the statutory amounts of worker’s compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho.

13. **Obligations and Responsibilities.** This agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Joint Powers Board, said performances may be offered in satisfaction of the obligation or responsibility.

**14. Termination or Withdrawal.**

14.1 Termination by Non-Appropriation. Any party who fails to appropriate funds to the Fire Authority shall be deemed to have withdrawn from the agreement.

14.2 Termination by vote. A party may be terminated from the Fire Authority by a unanimous vote of the other members of the board. Except in the case of non-appropriation, the party being terminated shall be notified no less than six (6) months prior to the date of termination.

14.3 Withdrawal by a Party. Any party wishing to withdraw from this agreement may do so by notifying the other parties in writing no less than six (6) months in advance. Upon notice of intent to withdraw, the board member(s) representing the withdrawing party may remain on the board, however will be prohibited from voting on any budget, resolution or action that would extend beyond the date of withdrawal. The authority shall have the sole responsibility for determining the level of service following the withdrawal of a Party, and the withdrawing Party shall not be permitted to vote on those actions.

14.4 Personnel on Withdrawal. The Authority shall have the sole responsibility for determining if any employees and which employees may be separated for lack of funding, and the withdrawing Party may not be permitted to vote on those actions. The withdrawing Party may request negotiation of transfer of sick leave and annual leave with the Authority, however the Authority has the sole discretion to agree or deny any proposal.

14.5 Property on Withdrawal. All property owned by a withdrawing Party shall

remain the property of the Withdrawing Party. All property purchased by the authority shall remain with the authority upon withdrawal of any Party. The Authority shall vacate any facilities owned by a withdrawing Party no later than six (6) months after notice to withdraw is served.

14.6 Termination of Agreement. Upon agreement by all Parties to terminate the agreement, the Authority shall be dissolved.

14.7 Personnel on Termination. The Parties agree to hire Authority employees qualified for a position ahead of any other candidate, including internal candidates, for a period of two years after dissolution. The Authority agrees to fund liabilities for sick leave and annual leave back to the Parties, or purchase out remaining leave in accordance with Authority policy before lay off. Employees may select employment at any Party at their discretion.

14.8 Property on Termination. Upon agreement by all Parties to terminate the agreement, all property owned by a Party shall remain the property of that Party. All property purchased by the authority shall be divided between the Parties proportionate to their annual contribution at the latest year prior to termination. The value of the property to be divided shall be calculated based on purchase price less straight line depreciation. Selection of property shall be negotiated between the Parties, or lots shall be drawn if agreement cannot be reached.

## 15. Miscellaneous Provisions.

15.1 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 provision hereof.

15.2 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

15.3 Mediation. Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each Party shall bear its own costs and the Parties shall split equally the cost and expenses of the mediator.

15.4 Attorney Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing Party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

15.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

15.6 No Presumptions. No presumption shall exist in favor of or against any Party to this Agreement as the result of the drafting and preparation of the document.

15.7 Execution. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.8 Entire Agreement. This Agreement contains the entire understanding between and among the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

15.9 Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement and to bind the Party represented to the terms hereto.

15.10 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.