



City of Ketchum

August 19, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Agreement 20387 The North Wood River Valley Fire Service Auto Aid Agreement and Authorize Cancellation of the 2017 Agreement

Recommendation and Summary

Staff is recommending the council take two actions and adopt the following motions:

1. I move to authorize the Mayor to provide written notice to terminate the 2017 North Wood River Valley Fire Service Auto Aid Agreement.
2. I move to authorize the Mayor to enter into Agreement 20387, the 2019 North Wood River Valley Fire Service Auto Aid Agreement

The reasons for the recommendation are as follows:

- With the loss of the Ketchum Rural Fire District Contract, the need exists to alter the North Valley Auto Aid Fire Service Agreement.
- Representatives from all the north valley emergency agencies have participated in preparing the revised Agreement.
- In order for the new Agreement to become effective, the prior agreement must be cancelled.

Introduction and History

Since July 28, 1988, the City of Ketchum has had an Automatic Aid (Auto Aid) Agreement with the City of Sun Valley for structure fires in each jurisdiction. The purpose of this Auto Aid agreement is to ensure safety to the public and each jurisdictions firefighters during structure firefighting activities.

On March 31, 2015, a new Auto Aid Agreement between the City of Ketchum and the City of Sun Valley was signed which added the Ketchum Rural Fire District to the agreement and removed the ladder truck response requirement since both fire departments had their own ladder trucks. The last Agreement was approved in 2017.

Analysis

As a result of the Ketchum Rural District Contract shifting to the City of Sun Valley, it is necessary to modify the existing Auto Aid Agreement because roles and responsibilities have changed between the agencies. The 2017 Agreement must be terminated so a new agreement can be approved.

The proposed Auto Aid Agreement reflects the predetermined fire apparatus response from the City of Sun Valley to structures fires in the Ketchum Fire Department's jurisdiction and the response to fires in the City of Ketchum by the City of Sun Valley Fire Department. The Agreement also identifies the level of response from both cities for fires in the Rural Fire District. Other changes address the response of paid on-call volunteers to fires in each jurisdiction.

Financial Impact

There is no financial impact as a result of this Agreement

Attachments: Proposed Agreement 20387
Redlined Version of 2017 Agreement

North Wood River Valley

Fire Service Automatic Aid Agreement #20387

THIS AGREEMENT is made and entered into this ___ day of _____, ~~2017~~²⁰¹⁹, by and between the City of Sun Valley, a municipal corporation of the State of Idaho, the City of Ketchum, a municipal corporation of the state of Idaho, and the Ketchum Rural Fire District, a fire protection district of the state of Idaho, located in Blaine County, Idaho (collectively “the parties”).

WITNESSETH:

WHEREAS, the parties provide fire protection, rescue services, hazardous materials control and other emergency support;

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

WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide various levels of service in the control of fire, fire prevention, technical rescue, hazardous materials response, and/or other emergency support;

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, technical rescue, hazardous materials response and/or other emergency support;

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.

NOW, 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.

I

ASSISTANCE AGREEMENT

The assistance to be provided for personnel or equipment from any party to any other party to this agreement, subject to the parameters outlined below, shall be considered to be immediate and automatic pursuant to the response criteria outlined in Section VIII of this agreement.

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II

RESPONSE PROCEDURE

When notified of an Automatic Aid situation, as described in Section VIII of this agreement, the commanding officer of the assisting agency receiving the notification shall immediately take the following actions:

- a. Determine if the assisting agency has the appropriate type of equipment and personnel available to respond to the notification.
- b. Determine what available equipment and what available personnel should be dispatched in accordance with the plan and procedures established by the parties.
- c. In the event the needed equipment and/or personnel are available, shall dispatch such equipment and/or personnel to the scene of the emergency with proper operating instructions.
- d. In the event the needed equipment and/or personnel are not available, immediately advise the requesting party of such fact.

III

COMMAND RESPONSIBILITY AT THE EMERGENCY SCENE

The highest ranking representative of the jurisdiction in which the incident occurs (the "requesting agency") shall designate an incident commander at the scene to which the response is made. If there is no representative immediately available, the initial ~~responding-arriving~~ agency shall assume command of the emergency until command responsibilities have been transferred to an authorized representative of the requesting agency. Transfer of command is recommended to be conducted through face to face conversation to assist in conveying necessary information. However, and notwithstanding the preceding sentences, the equipment and personnel provided to the requesting agency under the auspices of automatic aid shall remain under the immediate supervision of the responding agencies officer on scene, whose judgment shall prevail in the event of disagreement with the incident commander as to only those tasks assigned to that particular agency. Such disagreements will be resolved by the Incident Commander by either reassigning to a mutually acceptable task, or releasing the agency from the emergency scene. If the incident commander requests a senior officer of the responding party to assume command, the incident commander shall not, by relinquishing command, be relieved of the responsibility of the operation.

IV

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.

V

RETURN OF EQUIPMENT

Upon completion of work, the participating parties shall locate and return any items of equipment to the party owning the equipment. All equipment and personnel used under the terms of this agreement shall be returned to the responding party upon termination of the aid, or on demand made by the responding party for return of equipment or personnel.

VI

COMPENSATION

Each party agrees that it will not seek compensation for services provided under this agreement from any party to this agreement. Each party shall ~~at times~~ be responsible to its own employees for the payment of wages and other compensation and for carrying workers compensation upon the employees, and each shall be responsible for its own equipment and shall bear the risk of loss thereof.

Nothing in this agreement shall prevent any or all of the parties from recovering the actual costs of emergency services provided by the parties to a private citizen, business or other entity, where such citizen, business or other entity is deemed to be responsible for such costs. It is generally understood that the requesting agency will be responsible for the collection of the recoverable costs of all the parties. Any funds recovered will be divided among all the parties submitting their actual costs, by multiplying the cost submitted by a percentage equal to the total funds available, divided by the total cost.

Dual Members are those paid-on-call volunteers that are members in good standing with the Ketchum and Sun Valley Fire Departments. Dual members who respond to fire calls on KRFD apparatus will be compensated by the City of Sun Valley. Dual members who respond to EMS calls in an ambulance or private vehicle will be compensated by Ketchum.

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VII

INSURANCE

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

VIII

PRE-DETERMINED AUTOMATIC RESPONSE CRITERIA

For the purpose of this agreement, an adequately staffed fire engine or ladder truck consists of no less than three (3) firefighters including one (1) qualified operator. An adequately staffed fire water tender or wildland engine consists of no less than two (2) firefighters including one (1) qualified operator. An adequately staffed ambulance consists of no less than two (2) EMT's.

The following automatic aid procedures shall be initiated as follows:

The **Ketchum Fire Department** agrees to initiate an automatic aid response consisting of a minimum response when available of one (1) adequately staffed fire engine and one (1) adequately staffed ambulance with trained personnel to any reported structure fire within the City of Sun Valley or Ketchum Rural Fire District. Within the automatic aid response, one (1) additional fire engine or truck shall respond if adequately staffed, two (2) additional fire engines from the Ketchum Rural Fire District shall respond if adequately staffed. If additional equipment or manpower staffing is needed for scene operations, it may be requested by the incident commanded as a mutual-aid response.

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Ketchum Fire Department , Ketchum Rural Fire District acknowledges and agrees that while agencies should respond as soon as available, they shall also assure adequate (Paramedic) EMS and fire response coverage within their own jurisdiction before committing their apparatus to an automatic-aid FIRE, fire incident.

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The **Sun Valley Fire Department** agrees to initiate an automatic aid response consisting of a minimum response when available of one (1) adequately staffed fire engine with trained personnel to any reported structure fire within the City of Ketchum , or Ketchum Rural Fire District. Within the automatic aid response, two (2) additional fire engines from the Ketchum Rural Fire District shall respond if adequately staffed, one (1) additional fire engine shall respond if adequately staffed. If additional equipment or manpower staffing is needed for scene operations, it may be requested by the incident commander ed as a mutual-aid response.

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Sun Valley Fire Department and Ketchum Rural Fire District acknowledge and agree that while agencies should respond as soon as available, they shall also assure adequate EMS and fire response coverage within their own jurisdiction before committing their apparatus to an automatic-aid FIRE or EMS incident.

The Sun Valley Fire Department agrees to initiate an automatic aid response consisting of properly trained backcountry rescue personnel and rescue equipment for a reported backcountry rescue for the Ketchum Fire Department backcountry rescue. Incident commander will determine the initial response destination for Sun Valley Fire Department.

~~For the purpose of this agreement, an adequately staffed fire engine or ladder truck consists of no less than three (3) firefighters. An adequately staffed fire water tender or wildland engine consists of no less than two (2) firefighters. An adequately staffed ambulance consists of no less than two (2) firefighter/EMT's.~~

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IX

TERMINATION

This agreement shall remain in full force and effect for five (5) years from the date hereof, unless sooner terminated, and may be renewed with the consent of all parties. 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. Such notice shall automatically terminate the agreement as to the party giving notice on the date set in the notice.
- b. Termination of the agreement between the parties affected by such notification shall not affect the continuation of the agreement as to any party not notifying an intention to withdraw as provided herein.
- c. Termination of the relationship referred to in this agreement by any party shall not preclude any existing or future agreements between parties.

X

AGREEMENT NOT EXCLUSIVE

This agreement is not intended to be exclusive between the parties. 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 IX of this agreement.

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

Peter Hendricks, Mayor
City of Sun Valley

Nancy Flannigan, City Clerk
City of Sun Valley

~~Suzanne Friek, City Administrator~~ Neil Bradshaw, Mayor
City of Ketchum

Robin Crotty, City Clerk
City of Ketchum

Jed Gray, Chairman
Ketchum Rural Fire District

~~**Terri Duquette, Fire Clerk**~~
~~**Ketchum Rural Fire District**~~

North Wood River Valley

Fire Service Automatic Aid Agreement #20387

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Jed Gray, Chairman

Ketchum Rural Fire District