

**GREATER ADA COUNTY
POLICE, FIRE, & EMERGENCY MEDICAL SERVICE AGENCIES
JOINT POWERS AGREEMENT
REGARDING ACTIVE SHOOTER & HOSTILE EVENT RESPONSE**

WHEREAS, the safety and health of the citizens of the Greater Ada County is of concern to the elected officials of the State of Idaho, the County of Ada, and the cities and fire protection districts of Boise, Meridian, Garden City, Eagle, Kuna, Star, and Middleton (herein collectively known as the "parties"), and

WHEREAS, the duty to respond to emergency threats regarding the health and safety of the citizens of the greater Ada County area is entrusted to the Ada County Sheriff's Office, the Ada County Paramedics, the Idaho State Police, the Boise Police Department, the Boise Fire Department, the Eagle Fire Department, the Garden City Police Department, the Meridian Police Department, the Meridian Fire Department, the Kuna Rural Fire District, and the Middleton and Star Fire District, and

WHEREAS, the Sheriff of Ada County, the Colonel of ISP, and the Chiefs of Police of the cities located in Ada County all understand that during an active shooter or hostile event there is an extreme danger and risk to the public and the need for police to provide a quick and decisive response is vital to public safety, especially in crowded urban areas, and

WHEREAS, the Chiefs of Ada County Paramedics, fire departments, and fire districts all recognize that paramedics, EMTs, firefighters, and first responders have a vital role in assisting the public during an active shooter or hostile event to prevent the loss of life by assisting those who are injured, and

WHEREAS, in some instances an immediate response to an active shooter or hostile event may require agency first responders from a combination of agencies to cooperate to enter the incident scene, and

WHEREAS, the parties to this agreement desire to reduce the likelihood that an active shooter or hostile event occurs that injures a member of the public, an officer, a deputy, a trooper, a paramedic, an EMT, a firefighter or any other first responder, and

WHEREAS, the parties are public agencies as defined and authorized by Idaho Code §§ 67-2326, 67-2328, and 67-2337 to enter into this agreement and provide mutual assistance across jurisdictional boundaries for emergency situations, and

WHEREAS, Idaho Code § 46-1003(1) authorizes state agencies and political subdivisions of the State of Idaho to cooperate, to plan, and to prepare for disaster and emergencies resulting from man-made causes, attacks, terrorism, sabotage, and other hostile actions;

NOW THEREFORE, in consideration of the mutual agreement hereinafter contained and the recitals set forth above, the parties to this agreement do hereby understand and agree as follows:

1. PURPOSE

The primary purpose of this agreement is to provide better safety for the citizens of Ada County by ensuring there is a coordinated response to active shooter or other hostile events that may occur in our area, to which all of the parties likely will have to respond to and provide services. The purpose of the ASHER (Active Shooter Hostile Event Response) program is to ensure the highest level of safety for all residents, visitors and first responders in Ada County during any active shooter or hostile event.

The parties agree that the development and implementation of the parties' ASHER PLAN is a collaborative effort that will require each agency's administration and subject matter experts to confer on a regular basis and ensure plan metrics and training requirements are continuously evaluated and being met so that agency personnel are standing ready to fully respond to an active shooter or other hostile event.

To that end, the parties shall appoint a steering committee as defined herein with the purpose of coming to a consensus on the best practices during an active shooter or hostile event and create an **"Ada County Unified Concept of Operations for Active Shooter and Hostile Events Response Document" (herein ASHER PLAN)**. The parties' ASHER PLAN will be an organized and structured response plan that outlines roles and responsibilities of responding agencies regardless of the size and type of the incident.

In addition to preparing a plan that all parties agree on, the other primary goal of this agreement is to ensure the parties and their respective staff members are being trained and prepared to respond to an active shooter or hostile event and that each agency head is committed to providing continued and dedicated resources to meet the needed level of preparedness.

2. ASHER STEERING COMMITTEE

Pursuant to Idaho Code § 67-2328(d), and to ensure the success of the parties' agreement, the parties agree that a joint board known as the "ASHER Steering Committee" shall be formed. Additionally, the Steering Committee shall comply with Idaho Code Title 74, Chapter 2 as required.

a. DESIGN: The steering committee shall include at least one person from each participating agency as a member. The parties agree that each agency's executive officer may appoint one member to participate in the Steering Committee and that such person shall serve on the committee at the pleasure of the agency executive until replaced. The ASHER Steering Committee, as a joint board representing the parties, shall be responsible for administering the joint undertaking of the parties as it relates to the goals and objectives of the parties' ASHER PLAN. At the first official meeting of the Steering Committee the members present shall nominate and elect a chairperson for the Steering Committee who shall serve as chairperson until replaced by motion and majority vote of the Steering Committee. Once formed, the Steering Committee may propose amendments or changes to this agreement to the parties for consideration. The Steering Committee may create and amend the ASHER PLAN document at any time a simple majority of the steering committee agrees such change is necessary. The Steering Committee shall meet at a minimum of once per quarter. Further meetings shall be subject to the call of the chairperson as needed.

3. DESIGN OF ADA COUNTY ASHER RESPONSE

The parties recognize and agree that an active shooter or hostile event is extremely time sensitive and requires an immediate response. To address the needs of such an event in Ada County, the parties shall develop an ASHER PLAN with a response model that continues the primary goal of "stopping the killing", but also addresses the medical goal to "stop the dying" and the need for rapid casualty evacuation. The parties ASHER PLAN shall include a Rescue Task Force (RTF) model which can be applied to a variety of incidents that require a dedicated security element to escort Fire and EMS into zones of an active threat event. Such events could include civil unrest, riots, active shooter events, terrorist attacks, or small-scale scenes of violence.

4. ORGANIZATIONAL STRUCTURE FOR INCIDENT COMMAND

Because the parties recognize that time is of the essence in an ASHER PLAN, the parties agree that Command and Control of the incident, regardless of location should be established as soon as possible to assist with operational control and resource allocation. Authority over the situation shall be established by the first law enforcement agency to respond to the event and such agency shall remain in control until officially relieved by the proper jurisdictional authority. Command and control will follow the parties' respective joint training to ensure command is quickly established and that a unified command structure between the parties is followed. Once command has been established, steps to create a unified command between Law Enforcement, Fire, and EMS should be a priority.

5. TRAINING AND EQUIPMENT REQUIREMENTS

The parties agree that each agency shall commit to providing personnel with the appropriate equipment for ASHER related events. Additionally, the parties agree that each agency shall work to develop a collaborative model of training that is consistent with the ASHER PLAN document. The ASHER Steering Committee will develop a training plan that at a minimum consists of initial familiarization training and small-scale department training. The ASHER Steering Committee will also work to provide large scale trainings involving multiple agencies when feasible as well as yearly refresher trainings. The parties shall provide the appropriate and available resources to assist partnering agencies with ongoing training, exercising, and drilling.

ASHER training shall consist of the following:

- a) Familiarization/concepts-based classroom training;
- b) Small-scale department specific movement/scenario-based Rescue Task Force training in partnership with Fire, EMS and Dispatch;
- c) Large Scale exercises;
- d) Yearly refresher training; and
- e) Command and control training.

In rendering assistance to each other for training or during a response to an ASHER event, each party shall be responsible for the provisions and maintenance of its own equipment, materials, and supplies, except in cases of emergency wherein it appears to the parties' employees immediately involved that the sharing or use of equipment or furnished by another party or parties is necessary or proper.

6. REPORTS AND INFORMATION SHARING

During an ASHER event, and after its conclusion, information will be freely shared among the parties with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. Except as noted below, no information gathered during the course of the event, to include any informal communications between the parties will be disseminated to any non-law enforcement third party or any non-party to this agreement without the express permission of the agency with jurisdictional authority over the incident.

6a. PUBLIC INFORMATION REQUESTS

Any public requests for access to the records or any disclosures of information obtained by the parties during or after an event will be handled in accordance with applicable rules of criminal procedure, statutes, regulations, and policies pursuant to the Idaho Public Records Act, any state-specific rules of criminal procedure, and any other applicable federal and/or state statutes and regulations. It is understood among the parties that any public records request for information regarding an event will first be sent to the jurisdiction responsible for the investigation to answer. If that agency declines to, or otherwise cannot, respond to the public records request made, the requestor can seek such information from any other party, who will release or deny information in accordance with Idaho state law.

6b. AFTER ACTION REPORTS

Once an ASHER incident has occurred, and after any investigation into the matter has been completed, the ASHER Steering Committee will prepare a confidential After-Action Report that will detail the incident and include a description of at least the following: any challenges, successes, needed changes or solutions relative to the incident repose in relation to the ASHER PLAN and this agreement. The After Action Report shall be circulated to all of the agency executives for their consideration. Depending on the event, the parties may invite the Steering Committee to present such report in person.

7. PERSONNEL AND RESOURCES

The parties understand and agree that this agreement does not transfer the employ of any involved personnel from their agency to another agency, nor is any agency required to provide training or equipment to any employee that is not their own.

In the event of a complaint against an assigned officer or employee of any party, the complaint shall be forwarded to that participating agency for investigation and resolution of the complaint.

Any issue that arises between any employee of any party that creates a risk will be dealt with by the incident commander during the event, while in a unified command structure, or shall be addressed with the agency head after the incident has been concluded and operations have returned to normal.

8. LIABILITY

Each party to this Agreement will be responsible for the acts and/or omissions of the party's own employees, officers, or agents in the performance of this Agreement. No party will be considered the

agent of any other party and no party assumes any responsibility or liability to any other party for the consequences of any act and/or omission of another party's employee, officer, or agent.

Additionally, pursuant to Idaho Code § 67-2337, any liability arising from the acts of peace officers of any parties herein shall remain the responsibility of the employing agency, regardless of the jurisdiction in which the act occurs.

9. FINANCING

There shall be no joint financing of activities under this agreement, however each party may contribute to expenses for items such as training or equipment as agreed by the parties. Each party shall independently budget for expected expenses related to this agreement. Provided further that nothing in this Agreement shall be construed as obligating any party to incur any indebtedness or liability, in any manner, or for any purpose, which exceeds the income and revenue provided for a party in any party's fiscal year. The failure of a party to appropriate funds, or the absence of any allocation of funds, shall not impose liability on a party.

10. OTHER TERMS

TERM and DURATION. This agreement will become effective on the date of the last signature. Such agreement remains effective until the agreement is terminated following the process stated herein or is superseded by subsequent agreement.

MODIFICATION AND AMENDMENTS. No amendment or modification to this agreement shall be effective unless made in writing and duly signed by all parties. This term does not apply to any appendix attached to this agreement.

TERMINATION. Any party may terminate their agency's involvement with this agreement via written notice to the other parties at any time.

CERTAIN RECORDS EXEMPT FROM DISCLOSURE. Pursuant to Idaho Code Title 74, Chapter 1, section 105(4)(b) and section 124, parts (e) and (f), certain records including security plans are exempt from public disclosure if the release of such records would reveal police techniques, emergency response plans, and law enforcement records that could thwart law enforcement's efforts to protect the public, relate to critical infrastructure, or would reveal information that may endanger the life or physical safety of law enforcement personnel or the public.

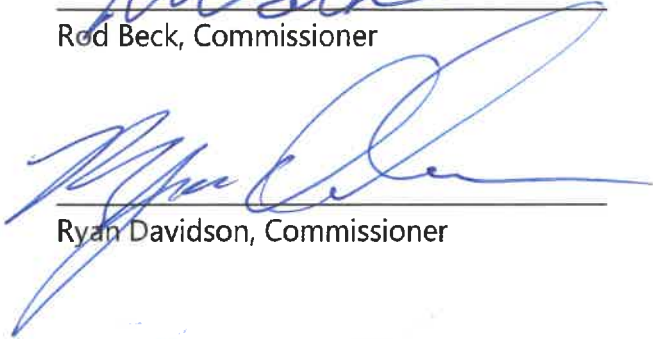
NOTICE. Any notices required by or contemplated under this agreement shall be provided to the designated head of the respective agency as identified by their signature below.

IN WITNESS WHEREOF, and by affixing their signatures below, the parties attest that they have read and understand this agreement and their signature is indication that they have made it effective as herein provided.

SIGNATORIES PAGES ATTACHED

BOARD OF ADA COUNTY COMMISSIONERS

By: 
Rod Beck, Commissioner

By: 
Ryan Davidson, Commissioner

By: ABSENT
Thomas Dayley, Commissioner

ATTEST: 
Trent Tripple, Ada County Clerk

Signed this 2nd day of May, 2023.

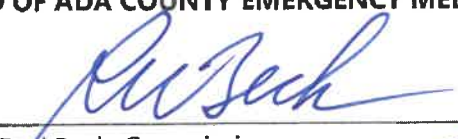
ADA COUNTY SHERIFF'S OFFICE

By: 
Matthew Clifford, Sheriff

Signed this 25th day of April, 2023.

BOARD OF ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT

By:


Rod Beck, Commissioner

By:


Ryan Davidson, Commissioner

By:

ABSENT
Tom Dayley, Commissioner

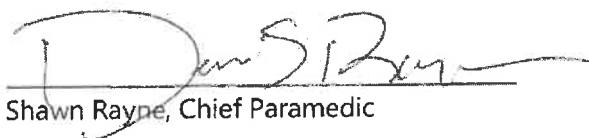
ATTEST:


Trent Tripple, Ada County Clerk

Signed this 2nd day of May, 2023.

ADA COUNTY PARAMEDICS

By:


Shawn Rayne, Chief Paramedic

Signed this 24th day of April, 2023.

THE CITY OF BOISE CITY

By: _____
Lauren McLean, Mayor

ATTEST: _____
Lynda Lowry, City Clerk

Signed this _____ day of _____, 2023.

BOISE POLICE DEPARTMENT

By: _____
Ron Winegar, Interim Police Chief

Signed this _____ day of _____, 2023.

BOISE FIRE DEPARTMENT

By: _____
Mark Niemeyer, Fire Chief

Signed this _____ day of _____, 2023.

EAGLE FIRE PROTECTION DISTRICT

By: _____
Josh Tanner, Board Chairman

ATTEST:

Angi McBride, Administrative Manager

Signed this _____ day of _____, 2023.

EAGLE FIRE DEPARTMENT

By: _____
Tyler Lewis, Fire Chief

Signed this _____ day of _____, 2023.

THE CITY OF GARDEN CITY

By: _____
John Evans, Mayor

ATTEST:

Lisa Leiby, City Clerk

Signed this _____ day of _____, 2023.

GARDEN CITY POLICE DEPARTMENT

By: _____
Richard Allen, Police Chief

Signed this _____ day of _____, 2023.

THE CITY OF MERIDIAN

By: _____
Robert E. Simison, Mayor

ATTEST: _____
Chris Johnson, City Clerk

Signed this _____ day of _____, 2023.

MERIDIAN POLICE DEPARTMENT

By: _____
Tracy Basterrechea, Police Chief

Signed this 6 day of June, 2023.

MERIDIAN RURAL FIRE PROTECTION DISTRICT

By: _____
Marvin Ward, Board Chairman

ATTEST: _____
Derrick Shannon, Commissioner

Signed this _____ day of _____, 2023.

MERIDIAN FIRE DEPARTMENT

By: _____
Kris Blume, Fire Chief

Signed this 6th day of JUNE, 2023.

KUNA RURAL FIRE PROTECTION DISTRICT

By: _____
Greg McPherson, Board Chairman

ATTEST:

Krystal Hinkle, Officer of Administration

Signed this _____ day of _____, 2023.

KUNA RURAL FIRE PROTECTION DISTRICT

By: _____
T.J. Lawrence, Fire Chief

Signed this _____ day of _____, 2023.

MIDDLETON RURAL FIRE PROTECTION DISTRICT

By: _____
Liz Bolts, Board Chairman

ATTEST: _____
Robin Ward, District Administrator

Signed this _____ day of _____, 2023.

STAR FIRE PROTECTION DISTRICT

By: _____
Jared Moyle, Board Chairman

ATTEST: _____
Robin Ward, District Administrator

Signed this _____ day of _____, 2023.

MIDDLETON & STAR FIRE DISTRICT

By: _____
Greg Timinsky, Fire Chief

Signed this _____ day of _____, 2023

IDAHO STATE POLICE

By: _____
Director Kedrick Wills, Colonel

Signed this _____ day of _____, 2023.