

**WOOD RIVER VALLEY
MUTUAL ASSISTANCE AGREEMENT**

THIS MUTUAL ASSISTANCE AGREEMENT ("Agreement") is made and entered into by and among the Cities of Ketchum, Sun Valley and Hailey, municipal corporations in the State of Idaho; the City of Bellevue, a chartered city, organized under the laws of the State of Idaho; the Friedman Memorial Airport Authority, an agency organized under the laws of the State of Idaho; Ketchum Rural Fire Protection District, Wood River Fire Protection District, Carey Fire Protection District, West Magic Fire Protection District, and Smiley Creek Fire Protection District, fire protection districts organized under the laws of the State of Idaho, located in Blaine County, Idaho collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the Parties have an interest in fire protection, emergency medical service, hazardous materials control and other emergency support; and

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

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

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

WHEREAS, each of the Parties may have the necessary equipment and personnel to enable it to provide mutual assistance to another Party in this Agreement in the event of such an emergency; and

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

NOW, THEREFORE,

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

**I
PURPOSE**

The Parties intend to provide assistance to each other in the event of a major fire, disaster or other emergency and to work cooperatively with each other to protect life and property.

II REQUEST FOR ASSISTANCE

The Incident Commander, Chief Officer or Designee of the Authority Having Jurisdiction ("AHJ") of an emergency, who has need for additional equipment or personnel in excess of that available to the AHJ, is authorized to request assistance from any Party to this Agreement. In the event that an emergency incident occurs and the correct jurisdiction is not immediately known, the Parties agree that under no circumstances should there be a delay in action, pending determination of the correct jurisdiction.

III RESPONSE TO REQUEST

Upon receipt of request for assistance, the commanding officer of the Requested Party shall immediately take the following action:

- a. Determine if the Requested Party has equipment and personnel available to respond to the request and determine the type of equipment and personnel available.
- b. Determine the equipment and personnel to be deployed in accordance with the plans and procedures established by the Parties.
- c. In the event the requested equipment and/or personnel are available, deploy such equipment and/or personnel to the scene of the emergency with trained personnel.
- d. In the event the requested equipment and/or personnel are not available, immediately advise the AHJ.

IV COMMAND RESPONSIBILITY AT EMERGENCY SCENE

The Incident Commander at the scene to which the response is made shall be in command of the incident and use of the equipment and personnel sent by the Requested Party. Notwithstanding the preceding sentence, the equipment and personnel provided to the AHJ in accordance with this Agreement shall remain under the immediate supervision of the officer in charge of the Requested Party. The judgment of the officer of the Requested Party shall prevail in the event of a disagreement with the Incident Commander as to the assigned tasks. If the Incident Commander requests a senior officer of the Requested Party to assume command, he/she shall not, by relinquishing command, be relieved of the responsibility for the incident.

V LIABILITY

Except as otherwise provided herein, each Requested Party covenants and agrees to indemnify, defend and hold all the Parties hereto harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, arising out of the actions of the Requested Party's personnel and equipment.

Each Party acting as the AHJ covenants and agrees to indemnify, defend and hold all of the Parties hereto harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, relating to command decisions of the AHJ.

VI RETURN OF EQUIPMENT

Upon completion of work and assistance, participating Parties agree to help locate and return any items of equipment to the Party owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Requested Party upon being released by the AHJ, or on demand made by the Requested Party for return of said equipment or personnel.

VII COMPENSATION AND FINANCING

Except as otherwise provided herein, each Party agrees that it will not seek compensation for mutual aid rendered under this Agreement from any other Party to this Agreement. Each Party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workers' compensation insurance upon said employees, and each shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of the AHJ.

Such assistance shall be uncompensated for a period of time not to exceed 12 hours, after which the Commanding Officer of the AHJ must either release the resource(s) or retain the resource(s). If resources are retained, compensation for continued aid will be contracted at the rates published in the most recent edition of the Idaho Fire Service Organization Rate Book.

When deemed appropriate, the AHJ will be responsible for collection of the recoverable costs of all Requested Parties. Nothing in this Agreement shall prevent any or all of the Parties to this Agreement from recovering the costs of emergency services provided by the Parties of this Agreement from a private citizen, business or other entity, where such entity is deemed to be responsible for such costs. Funds recovered will be distributed in proportion to the Party's on-scene resources, by dividing the costs submitted by each Party by the total costs submitted by all parties multiplied by the total funds available. See below example.

For example, Parties A, B and C submit the following:

A \$100,000

B \$50,000

C \$25,000

Total cost submitted \$175,000.

The total funds available for distribution are \$150,000.

The distribution would be

A $\$100,000 \div 175,000 = .57 \times \$150,000 = \$85,714$

B $\$50,000 \div 175,000 = .29 \times \$150,000 = \$42,857$

C $\$25,000 \div 175,000 = .14 \times \$150,000 = \$21,429$

VIII INSURANCE

Each Party shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting each Party against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Parties under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000 and bodily injury with limits of not less \$500,000 per person and \$1,000,000 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 the government entities are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to each Party herein. Each Party shall also secure and maintain at least the statutory amounts of workers' compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Any Party may request proof of insurance at anytime from any other Party. Failure to provide proof of insurance will be considered a breach of this Agreement by the Party failing to provide proof of insurance only and shall not affect the validity of the Agreement among the remaining Parties.

IX PRE-INCIDENT PLANNING

The Chief Officers of the Parties hereto may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be deployed and the various possible circumstances, the number of personnel that should be deployed under such circumstances and the training to be conducted to ensure efficient operation. The Parties hereto agree to take such steps as are feasible to standardize such equipment as couplings, hoses and

apparatus so that said equipment can be fully utilized by any of the Parties hereto. Such plans shall take into consideration the proper protection by the Requested Party of its own geographical area.

X DURATION AND TERMINATION

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

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

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

XI AGREEMENT NOT EXCLUSIVE

This Agreement is not intended to be exclusive between the Parties hereto. Any of the Parties hereto 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 X of this Agreement.

XII MISCELLANEOUS PROVISIONS

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

b. Provision Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

d. Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.

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

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

g. No Waiver. No waiver of any breach by any Party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

h. Effective Date. This Agreement is effective between the Parties who have signed this Agreement regardless whether all the Parties listed herein have executed this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date below written.

City of Bellevue

Signature	Title	Date
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City of Hailey

Signature	Title	Date
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City of Ketchum

Signature	Title	Date
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City of Sun Valley

Signature	Title	Date
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Friedman Memorial Airport Authority

Signature	Title	Date
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Ketchum Rural Fire District

Signature	Title	Date
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Wood River Fire Protection District

Signature	Title	Date
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Carey Rural Fire Protection District

Signature	Title	Date
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West Magic Rural Fire Protection District

Signature	Title	Date
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Smiley Creek Rural Fire Protection District

Signature	Title	Date
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