

AGENDA ITEM SUMMARY

DATE: 4-1-13

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Hailey Arts and Historic Preservation Commission Ordinance

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

It has been suggested that Hailey consolidate the Hailey Arts Commission and the Hailey Historic Preservation Commission into a new commission, called the Hailey Arts and Historic Preservation Commission. To accomplish this consolidation, I drafted an ordinance which repeals the existing Chapter 2.24 (Arts Commission) and Chapter 2.32 (Historic Preservation Commission) and which then creates a new Chapter 2.24 establishing the Hailey Arts and Historic Preservation Commission. For the most part, this new Chapter 2.24 retains the applicable provisions of the two commissions. The new commission will consist of 5 to 9 members and will handle the duties of the prior commissions.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Conduct a public hearing and if satisfactory, make a motion to approve the ordinance and authorize the mayor to conduct the first reading of the ordinance.

FOLLOW-UP REMARKS:

AGENDA ITEM SUMMARY

DATE: April 1, 2013 **DEPARTMENT:** Community Development **DEPT HEAD:** MA

SUBJECT: Proposed ordinance merging the Historic Preservation Commission with the Hailey Arts Commission.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 2.24 (HHPC) and 2.32 (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Background

For the last two years, membership on the Historic Preservation Commission has dwindled with little to no interest from the public to fill vacant positions. A recent campaign to encourage new volunteers on several of Hailey's boards and commissions was successful in all areas except for the Historic Preservation Commission. At this time, the HHPC has only two remaining members with no prospective members. With an important regulatory function defined in HMC 2.24, it is necessary that the HHPC is represented in some way to comment on the demolition, construction, and preservation of historic buildings in Hailey. With some overlap of mission in promoting public welfare and quality of life for the community, the proposal is to merge the Historic Preservation Commission with the Hailey Arts Commission, thereby preserving the regulatory function of the HHPC and expanding the role of the Hailey Arts Commission.

I have spoken with the two remaining members of the HHPC and they have no objections to the merger and look forward to a new partnership with HAC. I have also spoken with the Hailey Arts Commission and they are also in favor of the merger and excited to play a more involved role in preserving Hailey's historic buildings.

Purpose of the Historic Preservation Commission

The Historic Preservation Commission was established to promote the historic, architectural, archeological, and cultural heritage of Hailey. The HPC is responsible for establishing an inventory of historic properties and charged with recommending a variety of options concerning historic properties that are proposed for demolition, alteration, removal, or some other action that would permanently alter the historic character of the structure. When speaking with the Hailey Arts Commission concerning the mission of the Historic Preservation Commission, the general consensus from the board members was that history and the arts are easily paired together and they welcomed involvement in Hailey's history. Over the last several years, the HPC has compiled a comprehensive list of the historic properties in Hailey, thus fulfilling one of their missions by identifying the city's historic assets.

Restructuring the Commissions

If the Council is in favor of this proposed ordinance, the Hailey Arts and Historic Preservation Commission will be formed in the place of the Hailey Historic Preservation Commission and the Hailey Arts Commission. The ordinance addresses the mission and goals from the two separate boards and merges them together in one cohesive statement of purpose, "*Purpose. The purpose of this ordinance is to ensure the arts are valued as an integral part of Hailey, to enhance the culture of the Hailey community by providing leadership, advocacy and support for the arts, to promote the historic, architectural, archeological and cultural heritage, features and qualities of Hailey, and to promote the general welfare of the public of the City of Hailey through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects, which reflect such significant heritage,*

features and qualities in the City of Hailey, the state or the nation." To accommodate the merged missions and memberships, the total membership of the newly formed Hailey Arts and Historic Preservation Commission would be nine, which is two additional members from what was originally allowed for each commission.

The essential duties of each commission have been merged and are detailed in the proposed ordinance under, "Powers, duties and responsibilities." The ordinance also contains a section addressing the Designation of Historic Property, which was carried over from the original ordinance addressing the Historic Preservation Commission.

At this time, staff is still receiving comments and questions from the Hailey Arts Commission concerning the draft of this ordinance.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
 Budget Line Item # _____ YTD Line Item Balance \$ _____
 Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
 Staff Contact: _____ Phone # _____
 Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Engineer	<input type="checkbox"/> Public Works, Parks	_____
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Provide direction on modification or adoption of the proposed ordinance.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
 Copies (all info.): _____
 Instrument # _____

*Additional/Exceptional Originals to: _____
 Copies (AIS only)

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 2.24 OF THE HAILEY MUNICIPAL CODE BY REPEALING CHAPTER 2.24 AND REPLACING IT WITH A NEW CHAPTER 2.24 TO CREATE A HAILEY ARTS AND HISTORIC PRESERVATION COMMISSION AND TO PROVIDE FOR THE ORGANIZATION OF AND THE POWERS AND DUTIES OF THE HAILEY ARTS AND HISTORIC PRESERVATION COMMISSION; REPEALING CHAPTER 2.32 OF THE HAILEY MUNICIPAL CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Chapter 2.24 of the Hailey Municipal Code established the Hailey Historic Preservation Commission and Chapter 2.32 established the Hailey Arts Commission;

WHEREAS, Chapters 2.24 and 2.32 provided, among other things, for the organization and powers and duties of the Hailey Historic Preservation Commission and Hailey Arts Commission;

WHEREAS, it has been difficult to maintain membership on one of the commissions and the Hailey City Council believes it would be prudent to consolidate the commissions and establish a Hailey Arts and Historic Preservation Commission; and

WHEREAS, the Hailey City Council shall establish a Hailey Arts and Historic Preservation Commission and provide for the organization of and the powers and duties of the Hailey Arts and Historic Preservation Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Chapter 2.24 of the Hailey Municipal Code is amended by the repeal of Chapter 2.24 and the addition of a new Chapter 2.24, as follows:

HAILEY ARTS AND HISTORIC PRESERVATION COMMISSION

2.24.010 Purpose. The purpose of this ordinance is to ensure the arts are valued as an integral part of Hailey, to enhance the culture of the Hailey community by providing leadership, advocacy and support for the arts, to promote the historic, architectural, archeological and cultural heritage, features and qualities of Hailey, and to promote the general welfare of the public of the City of Hailey through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects, which reflect such significant heritage, features and qualities in the City of Hailey, the state or the nation.

2.24.020 Definitions. For the purposes of this chapter, the capitalized terms have the following meanings:

“City” shall mean the City of Hailey, Idaho.

“Commission” shall mean the Hailey Arts and Historic Preservation Commission.

“Historic Easement” shall mean any easement, restriction, covenant or condition running with the land designed and designated to preserve, maintain and enhance all or part of the existing state of places of historical, architectural, archeological, educational or cultural significance.

“Historic Property” shall mean any building, structure, area or site that is significant in the history, architecture, archaeology or culture of the city, the state or the nation.

“Historic Preservation” shall mean the research, documentation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archaeology or culture of the City, this state, its communities or the nation.

2.24.030 Commission.

A. Establishment. The Hailey Arts and Historic Preservation Commission for the City of Hailey is hereby established. The Commission shall consist of not more than nine (9) but not less than five (5) voting members.

B. Qualifications of Members. Each member shall be appointed by the Mayor with the consent of the Hailey City Council, shall have been a resident of Blaine County for two (2) years prior to appointment to the Commission and shall be a resident of the City of Hailey at the time of appointment, except that two (2) members may reside outside the corporate limits of the City, but within the City’s Area of Impact, and/or be employed as a full-time employee or own a business or enterprise devoted to the promotion of the arts or Historic Preservation. Each member must remain a resident of the City, or, in the case of the City’s Area of Impact, within the impact area, or be employed or own a business or enterprise devoted to the promotion of the arts or Historic Preservation during the term of his or her membership on the Commission. All members of the Commission shall have a demonstrated interest, competence, or knowledge in the arts or in history or Historic Preservation. The Hailey Mayor and City Council shall endeavor to appoint at least two (2) members with professional training and experience in the arts and at least two (2) members with professional training and experience in Historic Preservation or in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law or other related disciplines.

C. Terms. Each member shall serve for a term of three (3) years. The terms shall be staggered and shall be filled in the same manner as original appointments. All subsequent appointments shall be made for three-year terms. Commission members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments and the appointee shall serve for the remainder of the unexpired term.

D. Officers. The Commission shall elect officers from among the members of the Commission. The chairperson shall preside at meetings of the Commission. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.

E. Conduct of Meetings. A majority of the full Commission shall constitute a quorum for the transaction of business and a majority of the quorum present shall be sufficient to take any action. All meetings of the Commission shall be open to the public, and follow the requirements of Idaho's open meeting laws. The Commission shall keep minutes and other appropriate written records of its resolutions, proceedings, and actions.

F. Recommending Body. The Commission shall only have the power to make recommendations, upon a majority vote of its attending members, to the Hailey Mayor and City Council, the Hailey Planning & Zoning Commission, the Hailey Parks and Lands Board, the Hailey Library Board and other commission and boards established by the City.

G. Expenses. The members of the Commission may be reimbursed by the City for necessary expenses incurred in connection with their duties, if the City has made prior appropriations for such expenses. The Commission may recommend to the Hailey City Council, within the limits of the city's funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the Commission.

H. Conflict of interest. Each member of the Commission shall be governed by the Ethics in Government Act, Idaho Code §§ 59-701 *et seq.*, as amended.

2.24.040. Powers, duties and responsibilities. The Commission shall have the following powers, duties and responsibilities:

A. Powers.

1. Unless otherwise provided by law, the Commission shall have the power to make whatever rules or bylaws are necessary for the execution of its duties as set forth in this Ordinance. Rules of procedure and bylaws adopted by the Commission shall be available for public inspection.

2. Conduct a survey of local Historic Properties.

3. Recommend the acquisition of fee and lesser interests in Historic Properties, including adjacent or associated lands, by purchase, bequests or donation.

4. Recommend methods and procedures necessary to preserve, restore, maintain and operate Historic Properties under the ownership or control of the City.

5. Recommend the lease, sale, other transfer or disposition of Historic Properties, subject to rights of public access and other covenants and in a manner that will preserve the property.

6. With the approval of the Hailey City Council, contract with the state or federal government, or any of its agencies, or with any other organization.

7. Cooperate with the federal, state and local governments in the pursuance of the objectives of Historic Preservation.

8. Make recommendations in the planning processes undertaken by the city, county, state or federal government or any agency of these entities, including making a recommendation pursuant to Section 24.24.070 of the Hailey Municipal Code. In performing this power, the Commission is authorized to appoint a subcommittee of three (3) members of the Commission to make any recommendations under Section 24.24.070 of the Hailey Municipal Code.

9. Recommend ordinances and otherwise provide information for the purposes of Historic Preservation in the City.

10. Promote and conduct an educational and interpretive program on Historic Preservation and Historic Properties in the City.

11. Commission members, employees or agents of the Commission may enter private property, buildings, or structures in the performance of its official duties provided the Commission or its agent receives express consent of the owner or occupant thereof.

12. Review nominations of properties to the national register of historic places for properties within the City's jurisdiction.

B. Duties and Obligations.

1. The Commission shall perform any and all of its obligations for the creation and maintenance of public art pursuant to Chapter 3.08 of the Hailey Municipal Code,.

2. The Commission shall perform any and all of its obligations for the designation of a Historic Property pursuant to Section 2.24.070 of the Hailey Municipal Code and Idaho Code §§67-4614 and 67-4615, as amended.

3. The Commission shall promote activities that support public awareness and understanding of the public art collection in Hailey, including but are not limited to walking tours, printed materials, lectures, website development and website maintenance.

4. The Commission shall promote activities that support public awareness and understanding of Historic Preservation in Hailey, including but are not limited to walking tours, printed materials, lectures, website development and website maintenance

5. The Commission shall, in consultation with City Department Heads, prepare an annual report/plan to the Hailey City Council on all upcoming and in progress art projects, as well as the condition and maintenance requirements on all completed works of art in the public art program. This annual report/plan shall be reviewed and adopted in coordination with the budget process on an annual basis by the Hailey City Council. The report/plan shall be

amended and re-approved through the year as necessary. Approvals of funding for the report will be enacted by the Hailey City Council as a component of the approved budget.

2.24.050 Funding.

- A. For the purpose of providing funds for the Commission, the City may:
 - 1. Provide funds from current revenues; and/or
 - 2. Receive and expend monies from any other available source or sources.

B. Funds received may be dedicated for certain purposes or projects, in which case, the Commission shall segregate such funds to ensure that the funds are spent on the specified purpose(s) or project(s) and that the funds are not commingled. Funds received for the Commission may be accumulated from year to year and need not be expended during any one fiscal year. Any unexpended monies appropriated by the Hailey City Council shall be deemed surplus to be budgeted and appropriated for the subsequent year as provided by law.

2.24.060 Acquisition of Property and Historic Easements. All lands, buildings, structures, sites or areas acquired by funds appropriated by the City, shall be acquired in the name of the City and such Historic Property shall be maintained by or under the supervision and control of the City. The City may also acquire, by purchase or donation, Historic Easements wherever and to the extent the Hailey City Council determines that the acquisition will be in the public interest.

2.24.070 Designation of Historic Property.

A. Historic Properties may be designated by the Hailey City Council upon recommendation of the Commission. Designation shall be by ordinance upon finding that the proposed property meets one (1) or more of criteria 1 through 4 and meets criteria 5:

- 1. Historic, Cultural or Educational:
 - a. Has significant character, interest or value, as part of the development, heritage or cultural characteristics of the city, state or nation; or is associated with the life of a person significant in the past;
 - b. Is the site of an historic event with significant effect upon society;or
 - c. Exemplifies the cultural, political, economic, social, educational or historic heritage of the community.
- 2. Architectural, Engineering Importance:
 - a. Portrays the environment in an era of history characterized by a distinctive architectural style;
 - b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen;
 - c. Is the work of a designer whose individual work has significantly influenced the development of Hailey; or

d. Contains elements of design, detail, materials or craftsmanship which represent a significant innovation.

3. Geographic Importance:

a. By being part of or related to a street, square, park or other distinctive area, should be developed or preserved according to a plan based on historic, cultural or architectural motif; or

b. Owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community or city.

4. Archeological Importance:

a. Has yielded or may be likely to yield, information in pre-history or history.

5. Criteria established for inclusion in the National Register of Historic Places.

B. The Commission either on its own initiative or upon the request of the Hailey City Council, or upon request of an owner of property proposed to be designated, may recommend the designation of Historic Property following the procedures contained in Idaho Code §67-4615, as amended.

C. The investigation and report by the Commission shall include but not be limited to addressing the property's historical, architectural, archeological and cultural significance; suitability for preservation or restoration; educational value; cost of acquisition, restoration, maintenance, operation or repair; possibilities for adaptive or alternative use of the property; appraised value; and, administrative and financial responsibility of any person or organization willing to underwrite all or a portion of such costs pursuant to Idaho Code §67-4614, as amended.

D. The ordinance designating a Historic Property shall require a waiting period to be observed prior to demolition, material alteration, remodeling, relocation or change in use, and shall provide guidelines for a suitable sign or marker on or near the property indicating that it has been so designated. The ordinance shall provide that during the waiting period the City and/or the Commission may negotiate with the owners and with any other parties in an effort to find a means of preserving the property pursuant to Idaho Code §67-4616, as amended.

E. The Hailey City Council, in order to promote the preservation and restoration of any Historic Property may, upon the recommendation of the Commission, exempt properties designated as a Historic Property from the application of the City building codes upon compliance with the criteria for exemption set forth in the codes and upon a finding that non-exemption would prevent or seriously hinder the preservation or restoration of the Historic Property. Upon rescission of a historic designation, any code exemption shall be revoked effective the date of rescission.

Section 2. Chapter 2.32 of the Hailey Municipal Code is hereby repealed.

Section 3. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 4. Repealer Clause. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 5. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this _____ day of _____, 2013.

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express _____, 2013

AGENDA ITEM SUMMARY

DATE: 4/1/13 **DEPARTMENT:** PW - Water **DEPT. HEAD SIGNATURE:** 

SUBJECT: Consideration of proposed ordinance amending Municipal Code Title 13, to place the responsibility for frozen water services on the property owners rather than the City of Hailey

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This ordinance was previously discussed at the March 4, 2013 City Council meeting under new business. During the two week cold snap in January Water Division employees responded to 42 calls for frozen water service lines. While most calls were for lines frozen on private property there were 18 calls for lines frozen on the city ROW side of the meter vault. Current municipal code calls for this portion of a water service to be maintained by the city. This has led to additional time and expense to the water department to address these frozen services. Because the city has no control over maintaining even a minimal flow to keep water services from freezing this leads to an expense that is shared by all property owners.

Attached is an ordinance revising the responsibility for protecting against a frozen water service to the property owner (Section 13.04.040, sub-paragraph D). While the Water Division would still answer calls to assist with determining the location of the freeze it would no longer be our responsibility to unthaw the service, regardless of where the frozen area is. It is the recommendation of the Public Works Department to proceed with a revision of the municipal code to address this issue.

The Water Department maintains an on-call employee 24-7 to assist citizens with issues with their water service. This information will be clarified on the Water Department's City webpage and could be added as an Our Town article in the fall. I've attached the current ordinance language on leaks, providing water to a neighbor and freeze protection for your information.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---------------------------------------------|----------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

Copies (all info.):

Copies (AIS only)

Instrument # _____

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING THE HAILEY MUNICIPAL CODE BY AMENDING SECTIONS 13.02.010(B)(7) AND (14) TO AMEND THE DEFINITIONS OF MUNICIPAL WATER SERVICE LINE AND WATER METER; BY AMENDING SECTION 13.04.040 TO MAKE USERS OF MUNICIPAL WATER RESPONSIBLE FOR MAINTENANCE OF A MUNICIPAL WATER SERVICE LINE AND PRIVATE WATER SERVICE LINE INCLUDING UNTHAWING THE LINE; BY PROVIDING A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 13.04 of the Hailey Municipal Code presently only requires users of municipal water to maintain the service line between a building and a meter vault;

WHEREAS, only the user of a service line which is exposed to freezing can keep water circulating through the service line and thereby prevent freezing of the service line; and

WHEREAS, the Hailey City Council believes it is in the best interests of the users of the Hailey municipal water system to amend Chapters 13.02 and 13.04 of the Hailey Municipal Code to require users of municipal water to be responsible for the maintenance of the entire service line between a building to the water main.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 13.02.010(B)(7) of the Hailey Municipal Code is amended by the deletion of the stricken language, as follows:

7. "Municipal Water Service Line" shall mean that portion of an individual water service line that runs from its connection with the Water Main to and including the corporation stop, Meter Vault, Water Meter and radio signaling unit that is installed on the service line. It will be installed within the limits of the public right-of-way or utility easement, ~~and, after installation, it is owned and maintained by the City.~~

Section 2. Section 13.02.010(B)(14) of the Hailey Municipal Code is amended by the deletion of the stricken language, as follows:

14. "Water Meter" shall mean a device to measure water use and shall include the radio signal unit and, regardless of its location, shall be owned and maintained by the city.

Section 3. Section 13.04.040 of the Hailey Municipal Code is amended by the deletion of the stricken language and the addition of the underlined language, as follows:

13.04.040 Water service lines and water service connections. All materials used and workmanship performed in the installation of a Private Water Service Line and connections to the Municipal Water Service Line shall conform to the following regulations:

A. No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any Water Main, Municipal Water Service Line, or appurtenance thereof, without first obtaining a water connection permit from the City. The permit shall not be issued until all water connection fees have been paid in full. If a building permit is required for a building requiring a water hookup, the Owner shall concurrently apply for a water connection permit. Water services and all Water User fees will commence upon submission of a "Request for Commencement/Discontinuance of Water Service" form. Any attempt by the Owner or Owner's agent to utilize water service to the Property by means other than the Water Service Line will result in immediate activation of the owner's account and the required commencement of payment of monthly water and wastewater fees.

B. To obtain municipal water services, the Owner or his agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City. A permit and inspection fee as established by the City Council in resolution shall be paid to the City at the time the application is filed.

C. All costs and expenses incident to the installation of the Private Water Service Line, the Private Fire Service Connection, if any, and the Municipal Water Service Line and the connection to the Water Main shall be borne by the Owner. The Private Water Service Line, the Private Fire Service Connection, if any, and the Municipal Water Service Line shall be installed in accordance with the applicable Standards. The Owner shall indemnify the City from any loss or damage that may directly or indirectly be caused by the installation of the Private Water Service Line, the Private Fire Service Connection, if any, and the Municipal Water Service Line and the connection to the Water Main.

D. The Owner shall be responsible for the maintenance and repair of the Private Water Service Line and the Private Fire Service Connection, if any, which provides Municipal Water to the Owner. It shall be the sole responsibility of each Owner to keep the Private Water Service Line, the Private Fire Service Connection, if any, and the Municipal Water Service Line, which provides Municipal Water to the Owner from freezing, and in the event the line freezes, the Owner shall thaw and open up the line at the Owner's sole expense.

E. D. Except as otherwise provided herein, a separate and independent Municipal Water Service Line and connection shall be provided for every separate Property or for contiguous Properties owned by the same Person regardless of the number of buildings on the Property. If a Property consists of multiple buildings with divisible condominiums or townhomes and if the Property is managed by a owner's association, a separate and independent Municipal Water Service Line shall serve the multiple buildings, with a billing for the water services in accordance with this chapter to the owner's association, unless the Owners of the condominium or townhome units install, at their expense, separate and independent Municipal Water Service Lines, in which case each Owner will be billed for water services in accordance with this chapter.

F. E. Existing Private Water Service Lines may be used in connection with new buildings only when they are found, on examination and testing as required by the City, to meet all requirements of this chapter.

G. F. The materials of construction of the Private Water Service Line and the Private Fire Service Connection and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the applicable Standards, State plumbing codes, and applicable AWWA/ANSI.NSF standards.

H. G. The Private Water Service Line shall not be smaller than a three-quarter inch (3/4") inside diameter pipe and shall be laid in a trench of such depth so that the minimum cover over the pipe from finished grade shall be five feet (5'). The alignment of the Private Water Service Line and the Municipal Water Service Line to the Water Main shall be reasonably straight and shall be located such that the distance between the Private and Municipal Water Service Lines and the Building Wastewater System line shall be a minimum of ten feet (10').

I. H. It shall be unlawful for a person to make or permit the cross-connection of any Private Water System to a water line that is served by the Municipal Water System, except as provided in Section 13.04.060, Cross Connections.

J. I. All connections to the Municipal Water Service Line shall require a Water and Wastewater permit and shall conform to the requirements of the applicable Standards and State plumbing codes.

K. J. The applicant for the water connection permit shall notify the City when the connection of the Private Water Service Line to the Municipal Water Service Line is ready for inspection and obtain approval from the City before receiving municipal water.

L. K. All excavations for the Private Water Service Line installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

M. L. The installation of a Private Fire Service Connection shall comply in all respects to the requirements for a Municipal Water Service Line, and Building and Fire codes. The Owner or his agent will be required to pay all costs for connection and extension of the Private Fire Service Connection from the Water Main. The Owner shall also provide an easement to the City for access to any meter installed within private property for operation and maintenance purposes. Failure to provide an easement shall constitute grounds to disconnect water service to a Property.

N. M. The installation of a permanent Irrigation System, connected to the Private Water Service Line, shall require a separate irrigation permit and inspection. The Owner shall obtain this permit prior to installation, shall adhere to all Standards including Section 13.04.060, Cross Connections, and shall notify the City for inspection prior to operating the system.

O. N. The connection of the Private Water Service Line to the Municipal Water Service Line and the connection of a Private Fire Service Connection to the Water Main shall be made by a plumber holding a valid state plumber's license.

Section 4. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 5. Repealer Clause. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 6. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this _____ day of _____, 2013.

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express _____, 2013

D. Reduction in Metered Water and Wastewater Fees.

1. Leak in Private Water Service Line or within a Building. In the event a leak is discovered in a Private Water Service Line or in a private water service line in a building and the City is notified of the leak or the City notifies the Water User of the leak, the metered water fee and the metered wastewater fee shall be eligible for a credit for a period beginning 30 days before the City is notified or the City sends notification, until sixty (60) days following notification (the "Credit Period"), provided the leak is repaired during the sixty (60) day period following notification, except as otherwise provided herein. If the leak is not repaired during the sixty (60) day period following notification, the Water User shall not be entitled to any reduction in the metered water fee and the metered wastewater fee, and the water and wastewater metered fee shall be calculated as set forth in Sections 13.04.130(A)(2) and (B)(2), except as otherwise provided herein. If the leak is repaired during the first thirty (30) days following notification, the metered water fee and the metered wastewater fee during the Credit Period shall be calculated based on the Water User's water usage during the same period of the previous year, or the actual metered quantity, whichever is less. If the leak is repaired between thirty (30) days and sixty (60) days following notification, the metered water fee and metered wastewater fee during the Credit Period shall be based on the following:

[(the actual metered usage) – (the Water User's water usage during the same period of the previous year)] x 50%, or the actual metered quantity, whichever is less.

The Water User has the burden to notify the City when the leak is repaired.

Exceptions:

- a. If a leak is discovered in a Private Water Service Line between December 1 and April 15 of the following year, the thirty (30) and sixty (60) day periods described above to repair a leak shall begin on April 15 and the Credit Period as defined above shall be modified so that the Credit Period begins 30 days before the City is notified or the City sends notification, until June 14.
- b. If a leak is discovered in a Private Water Service Line and if the Water User is unable to repair the leak because a private contractor did not perform the repair within sixty (60) days following notification, the Credit Period shall be extended for an additional maximum period of thirty (30) days, provided the private contractor was contacted by the Water User and the private contractor agreed to perform the repair services within ten (10) days of the notification.

2. Provision of Water to Neighboring Water User. In the event water service is disrupted to a Water User based on a frozen Private Water Service Line between December 1 and April 15 of the following year, and a Water User provides water from the Municipal Water System to the Water User whose water service was disrupted following notification to the City, the metered water fee and metered wastewater fee to be charged to the Water User who provides water for the period of time between the date of notification and the date water is no longer provided to the Water User whose water service was disrupted (which shall not extend beyond April 15) shall be based on the water usage by the Water User whose water service was disrupted during same period of the previous year, or a water usage of 6000 gallons per month, whichever is less. In

such a case, the metered water fee and the metered wastewater fee to be charged to the Water User whose water service was disrupted shall be based on the Water User's water usage during the same period of the previous year or on a water usage of 6000 gallons per month, whichever is less.

3. Freeze Protection. Subject to the requirements set forth herein, in the event water is required to continually or intermittently run to prevent frozen pipes in a Private Water Service Line between November 1 and March 31 of the following year and if the City is notified of the continual or intermittent use of water, the metered wastewater fee for the period of time between the date of notification and date water was not continually or intermittently run shall be based on the Water User's water usage as metered or 6000 gallons per month, whichever is less. The Owner shall not run the freeze protection water into the Wastewater system and shall provide proof satisfactory to the City that water is not run into the Wastewater system. If the Owner does not provide notification of the need to run water for freeze protection and proof that the water, which is continually or intermittently run, is not discharged into the Wastewater system, then there shall be no adjustment of the metered Wastewater fee. The provisions allowing for a reduction of Wastewater fees for freeze protection do not relieve an Owner from paying for the water used for freeze protection. (Ord. 1094 §§1-2, 2011; Ord. 1091 §§1-3, 2011, Ord. 1085 §§1-3, 2011, Ord. 1078 §1, 2010; Ord. 1073 §1, 2, 2010)

AGENDA ITEM SUMMARY

DATE: 4/01/13 **DEPARTMENT:** Fire/Admin **DEPARTMENT HEAD :** Mike Chapman/Heather Dawson

SUBJECT

Separate Automatic Aid Agreement for Fire Services between the Cities of Hailey and Bellevue

AUTHORITY: ID Code IAR _____ City Ordinance No. 840

BACKGROUND:

Hailey is party to a Mutual Aid Agreement with other local fire service jurisdictions. That agreement allows entities to enter into separate agreements as necessary. See Section XI of the attached 2011 Wood River Valley Mutual Assistance Agreement.

Hailey and Bellevue have been working together under the direction of Mayors Haemmerle and Koch to identify where the two cities can utilize manpower and equipment to enhance fire services. The attached Hailey-Bellevue Separate Fire Services Automatic Aid Agreement is the result of that work. The agreement provides for an automatic response to most serious types of fire and rescue incidents by both departments, regardless of which city the emergency is located. This can effectively double the initial response crew sizes to Bellevue and Hailey for little or no costs.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<u>Budget Line Item #</u>	<u>Annual Line Item Amount</u>
---------------------------	--------------------------------

Because the call volume is greater in Hailey than in Bellevue, Bellevue won't incur direct costs due to this agreement. Hailey may incur approximately \$2000 per year in reimbursement cost to Bellevue. That is equivalent to the cost of one additional volunteer, with the extra value of receiving service from all of Bellevue's volunteers.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Mayor
___ P & Z Commission	___ Parks & Lands Board	___ Public Works	___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

This cooperative agreement with the City of Bellevue builds on our existing relationship of joint training, to now allow joint response to or from serious or life threatening emergencies (Excluding Emergency medical Service (EMS) calls, as Bellevue does not currently hold an Idaho Department of Health EMS License). I strongly support the approval of this agreement, and urge the council to authorize this agreement. MC

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2013-23**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION SEPARATE AUTOMATIC AID AGREEMENT
FOR FIRE SERVICES BETWEEN THE CITIES OF HAILEY AND BELLEVUE**

WHEREAS, the City of Hailey desires to enter into Separate Automatic Aid Agreement for Fire Services between the Cities of Bellevue and Hailey.

WHEREAS, the City of Hailey and City of Bellevue have agreed to the terms and conditions of the Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Separate Automatic Aid Agreement for Fire Services between the City of Hailey and

Passed this 1st day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

HAILEY -- BELLEVUE
Separate Fire Service Automatic Aid Agreement

THIS SEPARATE FIRE SERVICE AUTOMATIC AID AGREEMENT ("Agreement") is made and entered into this first day of April, 2013, by and between the City of Hailey, a municipal corporation of the State of Idaho and the City of Bellevue, a chartered city, under the laws of the State of Idaho (collectively "the parties").

WITNESSETH:

WHEREAS, this Agreement is authorized under Idaho Code Section 67-2332; and

WHEREAS, each of the parties find this Agreement to be fiscally responsible and mutually beneficial providing enhanced levels of assistance to the citizens of Hailey and Bellevue that are equitable to all parties by utilizing each parties equipment, personnel and other emergency support as agreed on herein below; and

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, rescue services, hazardous material 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, rescue services, 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 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 the 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 between Hailey and Bellevue, per this Agreement shall be subject to the parameters outlined below and shall be considered to be immediate and automatic pursuant to the response criteria outlined in Section VIII of this Agreement.

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 or staging 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 agency shall assume command of the emergency until there is a transfer of command responsibilities has been transferred to the authorized representative of the requesting agency. Transfer of command is recommended to be conducted through a 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 this Agreement shall remain under the immediate supervision of the responding agency's 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 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 for 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 therefrom; 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 party.

V
RETURN OF EQUIPMENT

Upon completion of work, the participating parties shall locate and return any items of equipment to the party owning such 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 the equipment or personnel.

VI
COMPENSATION

Each party shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workers compensation upon its employees, and each shall be responsible for its equipment and shall bear the risk of loss thereof.

While it is noted that this Agreement provides reciprocal responses to each other's city, it is acknowledged that due to population differences, there is a difference in annual call volume between the cities. The "hard costs" of this disparity shall be mitigated as follows.

Response to Staging Area, Cancellations or miss-pages:

Any call out that results in the activation of the assisting city's fire department members, but not resulting in an actual response of the appropriate apparatus for the type of emergency, is entitled only to 1 hour's wages at the department's wage rate, for a maximum of three personnel. Written documentation for these requests shall be provided to the department which requested assistance. Such documentation shall be provided by submitting a detailed invoice on a quarterly annual basis.

All other calls that result in an actual response to the scene or staging that exceeds a one (1) hour period shall then be considered to be operating under the auspices of the most current edition of the "Wood River Valley Mutual Assistance Agreement". Any compensation for personnel, apparatus or equipment shall abide by this Agreement.

Nothing in this Agreement shall prevent any or all of the parties from recovering the 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 costs, by multiplying the cost allowed by a percentage equal to the total funds available, divided by the total allowed costs.

VII
INSURANCE

The Parties shall maintain in full force and effect, at their sole costs and expense, during the term of this Agreement, comprehensive general liability insurance covering liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the acts of the Parties 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 than \$500,000.00 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 Parties are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901, et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the other party. The Cities shall also secure and maintain at least the statutory amount of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to the other party before such policy is suspended, canceled, amended or terminated. Each party shall provide evidence of acceptable insurance at limits listed above to the other party.

VIII
HAILEY – BELLEVUE
PRE-DETERMINED AUTOMATIC RESPONSE CRITERIA

The following predetermined resources shall be automatically dispatched in a reciprocal manner between the cities of Hailey and Bellevue Fire Departments, in the manner described below.

A. Automatic Response to Scene.

There shall be an automatic response to the scene of an appropriate fire apparatus, based on the type of call, staffed with a minimum of three qualified firefighters, to any report of the following emergencies anywhere within either city's limits:

- 1.) Any credible report of a structure fire within the city limits.
- 2.) Any credible report of a wildfire, vehicle fire, or other hostile fire exterior to a building.

Dispatch codes for response to scene include:

AIR3 - Airport Level 3 (Aircraft crash)

FS - Fire, Structure

FV - Fire, Vehicle

FW - Fire, Wildland

B. Automatic Staging.

There shall be an automatic staging of an appropriate fire apparatus based on the type of call, staffed with a minimum of three qualified firefighters, to any report of the following incidents, at an appropriate location in the South Woodside area. This is to provide standby fire/rescue protection coverage to both cities while the other city's fire crews are occupied at an ongoing emergency:

- 1.) Any report of a potentially significant fire or safety hazard. Examples include Bomb Threats, fire/sprinkler alarms in designated target hazard buildings, dumpsters presenting an exposure hazard to adjacent properties, hazardous spills or conditions, natural hazard emergencies, rioting, public assistance, etc.
- 2.) Any credible report of a significant chemical spill or hazard.
- 3.) Any significant event that presents an immediate or imminent danger to persons or property that is not solely an Emergency Medical Services (EMS) incident. These types of incident include

but are not limited to serious motor vehicle accidents, extrication, confined space rescue and swiftwater rescue.

Dispatch Codes for staging protocol include:

AIR2 - Airport Level 2 (In flight emergency)

AVR - Avalanche Rescue

BOMB- Bomb threat or explosion

FA- Fire alarm activation (Commercial or Target Hazard Building)

FO - Fire, Outside (no structure involved)

HZ - Hazardous Materials Incident

MASS - Mass Casualty Incident (6 or more persons)

MUD - Mud Slide (Persons or property affected)

MVA - Motor Vehicle Accident (Extrication or cleanup needed)

IX
TERMINATION

This Agreement shall remain in full force and effect for one (1) year from the date hereof and shall be automatically extended for one (1) year terms, unless notice is provided as set forth herein. Written notice shall be served by any party hereto upon the other party 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 herein.

Termination of the relationship referred to in this Agreement by any party shall not preclude any existing or future agreements between the 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. Any such separate agreement shall not terminate upon notice 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.

Christopher Koch, City of Bellevue, Mayor

ATTEST:

Dee Barton, Clerk

Fritz X. Haemmerle, City of Hailey, Mayor

ATTEST:

Mary Cone, Clerk

approved
1/24/11
council ORIGINAL

**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.

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.

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.

Ketchum Rural Fire District

Paul W. Humphreys Chairman 3/9/11
Signature Title Date

Wood River Fire Protection District

Jay Bell Chairman 1/11/11
Signature Title Date

Carey Rural Fire Protection District

Albin CHAIRMAN 2-3-11
Signature Title Date

West Magic Rural Fire Protection District

Don Hat CHIEF 1/28/2011
Signature Title Date

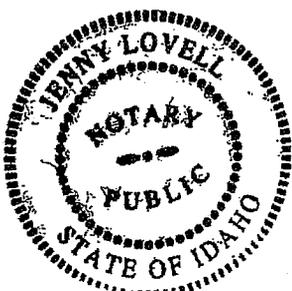
Smiley Creek Rural Fire Protection District

Doug L. Smith Mayor 4/20/11
Signature Title Date

STATE OF IDAHO)
) S.S.
County of Blaine)

On this 26 day of April, 2011, before me the undersigned, a Notary Public in and for said State, personally appeared GARY THETTEN, known or identified to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jenny Lovell
Notary Public for the State of Idaho
Residing Blaine CO.
My Commission Expires 9-17-16