

**NOTICE and AGENDA OF A REGULAR MEETING
OF
THE JOINT POWERS BOARD OF

WOOD RIVER FIRE PROTECTION DISTRICT
AND
HAILEY FIRE DEPARTMENT**

PLEASE TAKE NOTICE that a regular meeting of the Joint Power Board shall be held
Wednesday, May 12 2021, 4:30 PM at
Hailey City Hall Meeting Room, 115 South Main Street, Hailey, Idaho

Please join our meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/897092309>

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United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 897-092-309

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The proposed agenda for the meeting is as follows:

- **Call Meeting to Order**
- **Open session for public comments** - not to exceed three minutes per person and per topic (subject to discretion of the chairperson)
- **Consent Agenda:**
 - **Action Item:** Motion to approve February 24, 2021 Minutes
- **Chiefs Reports:**
 - **Chief Bateman Report**
 - **Chief Baledge Report**
- **Old Business**
 - **Action Item:** Bylaws Amendment to reduce number of meetings per year to 2, to be held in May and November, as moved by the Board on February 24, 2021.
- **New Business** Action Item: Discussion of amendment to Joint Powers Agreement to designate a five member board which includes a representative of the Blaine County Ambulance District and the BCAD being a party to the agreement. This consideration will include a discussion of the Blaine County Ambulance District's recent creation of an Advisory Board.
- **Any Other Business**

Adjourn

Action Item = a vote may occur but is not required to be taken

**MINUTES OF THE MEETING OF THE JOINT BOARD OF THE
HAILEY / WOOD RIVER FIRE PROTECTION DISTRICT
HELD FEBRUARY 24, 2021
IN THE HAILEY MEETING ROOM**

The Meeting of the Joint Board of Hailey / Wood River Fire Protection District (WRFD) was called to order at 4:30 P.M. by Chair Jay Bailet. Also present were board members, Dennis Kavanagh, Sam Linnet, and Martha Burke. Staff present included City Administrator Heather Dawson, Hailey City Clerk Mary Cone, Hailey Fire Chief Mike Baledge and WRFD Fire Chief Ron Bateman.

Not present: Tim East

[4:36:22 PM](#) call to order by Jay Bailet

Open session. No comments

Consent Agenda

[4:36:58 PM](#) Burke moves to approve minutes as presented, Kavanagh seconded, motion passed unanimously.

Chiefs reports:

Baledge speaks, [4:37:30 PM](#) in thinking over last 6 months to a year, we've been working more separately, we went back to dual tones again, but still sharing employees which is great. Continuing to help each other out. Hailey is still the administrator of the SAFER grant, continuing to get HRA benefits to all the employees. Want to continue working this way together. Also, feel leadership has put us in different directions. Want to provide great service no matter the state of the JPA.

Bateman report: [4:40:50 PM](#) sent an email about 30 minutes ago. Giving an update on conversations since the last meeting. [4:41:52 PM](#) section H of JPA how success or failure measured? Spending a lot of time on presentation to Ambulance District in early April. Exploring an Assistant Chief position.

Old Business:

State of JPA [4:43:46 PM](#) Linnet opens on this topic. Agree with Baledge, don't seem any closer towards consolidation. See different visions in each department, not necessarily on the same page, politics, or culture. In order to seek consolidation, meeting of the minds, on how we see departments moving together. Like to see fire chiefs continue to work together.

[4:46:39 PM](#) Burke agrees with Baledge and Linnet. It takes each department supporting each other. Hailey is focused on city fires, Wood River on wildland fires. We won't do away with the Hailey Fire Department. It seems that we've narrowed our options.

Burke is content meeting less as a JPA, listening to Wood River and hearing your thoughts.

[4:48:19 PM](#) Jay Bailet, need to agree to disagree. Want to continue for the SAFER grant, this is important. Don't think we need to meet all the time and keep pushing forward.

[4:49:00 PM](#) Baledge, asks Dawson a question, SAFER grant, members receiving benefits with Wood River are on Hailey's payroll too. That is the only way they can continue receiving the benefits.

[4:50:38 PM](#) Ron Bateman, question, are those people splitting time, do they still qualify? Baledge haven't seen a Wood River employee respond in quite a while. As long as still attending training, can receive points. Bateman doesn't want to leave them in need, want to continue working together. Baledge [4:52:36 PM](#) we still need to continue helping each other out.

[4:52:54 PM](#) Kavanagh, larger vision, in spite of the study have been done, the will doesn't seem to be strong. Agree, we should keep the organization, don't want to micro manage, make sure there is good will and a level of communication.

Burke, agrees with Kavanagh.

[4:54:46 PM](#) Bailet thinks we should meet less frequently. Linnet suggests once or twice a year.

Bateman thinks 2 times a year.

[4:55:56 PM](#) Dawson interjects. The bylaws call out 4 meetings, JPA only calls out May 31, for a budget decision.

[4:57:22 PM](#) **Linnet motion to amend bylaws from 4 meetings a year to 2 meeting a year, once in May and November with the time to be determined in November. Burke seconds, motion passed unanimously.**

[4:57:53 PM](#) Bateman 4 active members now, he suggests going to 5 active members.

[4:59:05 PM](#) Dawson speaks to the suggestion, that would require an amendment to the JPA. We drafted several versions of such a JPA.

Jay Bailet asked if anyone has an objection to adding a member of the Ambulance Board. [5:00:23 PM](#) Dawson, yes you would need to amend the JPA, Wood River Board and Hailey City Council would have to vote to amend the agreement.

[5:01:31 PM](#) **Linnet motion to amend JPA bylaws allowing for a 5th member from the Ambulance District, Burke seconds, motion passed unanimously.**

Election of Officers:

[5:02:49 PM](#) Burke nominates Linnet for chair.

Bailet nominates for Kavanagh for vice-chair.

[5:03:27 PM](#) **Motion to adjourn made by Linnet, seconded by Burke, motion passed.**

Sam Linnet, Chair

Mary Cone, Hailey City Clerk

**BYLAWS FOR THE JOINT BOARD OF THE HAILEY/
WOOD RIVER FIRE PROTECTION DISTRICT**

PURPOSE

These Bylaws provide direction to the members of the Joint Board of the Hailey/ Wood River Fire Protection District (“Board”) in the performance of the Board’s duties. The Board has been created under a Joint Powers Agreement, dated April 19, 2017 (“JPA”) between the City of Hailey (“Hailey”) and the Wood River Fire Protection District (“WRFPD”). Hailey and WRFPD are also individually referred to as “Party” and collectively as “Parties.” As required by the JPA, the Board creates these Bylaws outlining the rules of procedure for the Board when exercising its powers necessary to provide fire protection and prevention and emergency medical services and operations of the Parties.

ARTICLE I - GENERAL PROVISIONS

- 1.1 The Board and its members shall be governed by state statutes applying to public boards, members and officials, the JPA and these Bylaws.
- 1.2 An official copy of the Bylaws of the Board shall be available as a public record from the Hailey City Clerk and the Office of the WRFPD. Additional copies shall be provided to the members of the Board and made available to the public upon request.

ARTICLE II - MEMBERS

2.1 **Number of Members.**

The Board shall consist of five (5) voting members. Hailey shall select and appoint two (2) members to serve on the Board consisting of either two (2) Hailey City Council members or the Hailey mayor and one (1) Hailey City Council member. WRFPD shall select and appoint two (2) members to serve on the Board consisting of two (2) WRFPD commissioner members. A member of the Board appointed by one of the Parties may also be referred to as a “Party Member.” The fifth member of the Board (who shall be referred to as the “At-Large Member”) shall be selected by majority vote of the Party Members.

2.2 **Qualifications.**

Members of the Board shall be appointed without respect to political affiliation or religious denomination. The At-Large Member shall be a resident of Hailey or the WRFPD or the Southern District of the Blaine County Ambulance District for a minimum of two (2) years before appointment and shall remain a resident of Hailey or the WRFPD or the Southern District of the Blaine County Ambulance District during the term of the appointment. All members of the Board shall be eighteen (18) years or older to be eligible for appointment. All members of the Board shall

We have provided two options for Paragraph 4.1 of the Agreement:

OPTION 1 includes 1 elected official from participating organizations and 2 at-large members.

4.1 Establishment of Joint Board. The Parties hereby create a five (5) member joint board (“Joint Board”) responsible for the Operations. Hailey shall select and appoint one (1) member to serve on the Joint Board who shall be either a Hailey City Council member or the Hailey Mayor. WRFR shall select and appoint one (1) member to serve on the Joint Board who shall be an elected WRFR commissioner. The Blaine County Ambulance District Board shall select and appoint one (1) member to serve on the Joint Board who shall be an elected consisting BCAD commissioner. A member of the Joint Board appointed by one of the Parties shall be referred to as a “Party Member.” The fourth and fifth member of the Joint Board (who shall be referred to as the “At-Large Members”) shall be appointed by majority vote of the Party Members.

OPTION 2 includes 2 elected official from Hailey and WRFD, and 1 elected official from BCAD and NO at-large members.

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Within other parts of the agreement as applicable, references to the at-large member are shown in *parenthesis and italicized*, highlighting language that will be incorporated into the Option 1 agreement or omitted from the Option 2 agreement, depending upon what the Joint Fire Board selects as the preferred option.

serve without compensation.

2.3 Terms.

The initial appointment for all members of the Board shall expire at midnight on December 31, 2017. Subsequent appointments shall be for one (1) year, provided that any expiring member shall hold a seat on the Board until his or her successor has been appointed. Vacancies occurring other than through the expiration of appointed terms or removal shall be filled for the remainder of the term by the Party that appointed the Party Member, or in the case of the At-Large Member, by the Party Members on the Board. Removal of any Party Member may only be made by the Party that appointed such Party Member. Removal of the At-Large Member may only be made by a majority vote of the Party Members.

2.4 Causes for Removal from the Board.

Causes for removal of members from the Board by a Party or by the Board, as the case may be, include, but are not limited to:

- a. Failure to disclose a conflict of interest for purposes of disqualification when a member has a personal or monetary interest in the matter involved or will be directly affected by a decision of the Board.
- b. When a member becomes incapacitated for a protracted period, or moves from Hailey or the WRFPD or becomes for some other reason no longer qualified for office and fails to resign.
- c. Failure to attend three consecutive regular meetings of the Board, or four of any seven consecutive meetings, without the recorded consent of the Chair.

2.5 Resignations and Removal.

Members proposing to resign shall give reasonable notice of such intent to the Chair, stating in writing the effective date of resignation.

2.6 Vacation of Office and Appointment of New Members.

When a member dies, resigns or is otherwise removed, the Chair will notify the applicable Party that a vacancy either exists or could exist. The vacancy may be advertised to secure letters of interest and resumes from interested candidates. The Board may provide a recommendation to the applicable Party for the appointment of a particular candidate. The vacancy shall be filled by appointment by the applicable Party or by the Board, as the case may be.

ARTICLE III – OFFICERS, COMMITTEES, STAFF, DUTIES

3.1 Regular Election of Chair and Vice Chair

Annually, as the first item of business at the regular meeting of the Board conducted in February, the Board shall elect a Chair and Vice Chair for one-year terms. In the first year, a member from WRFPD shall be elected as the Chair and a member from Hailey shall be elected as the Vice Chair. In the following year, a member from Hailey shall be elected to be the Chair and a member from WRFPD shall be elected to be the Vice Chair. Election to these positions shall continue to be alternated every year thereafter.

3.2 Succession of Vice Chair to Office of Chair.

Should the Chair resign or be removed, the Party represented by the resigning Chair shall succeed to the office for the remainder of the original one-year term. Should the Vice Chair resign or be removed, the Party represented by the Vice Chair shall fill the vacancy of the Vice Chair until the expiration of the original one-year term. Said election shall occur at the next regularly scheduled meeting of the Board at which a quorum exists.

3.3 Duties of the Chair and Vice Chair and Appointment of Temporary Chair to Preside at Meetings.

The Chair shall preside at all meetings and hearings. If the Chair is absent or unable to preside, the Vice Chair shall preside. If both are absent or unable to preside, the members present shall elect from among their number a Temporary Chair to preside. The Temporary Chair shall abide by all rules and policies set forth herein.

The Chair shall maintain order and conduct the meeting in accordance to the Idaho Open Meetings Law as set forth in Idaho Code §§ 74-201 *et seq.* as amended.

3.4 Agenda and Notice.

The Chair shall set the agenda for each meeting, unless a special meeting is called by three (3) members of the Board, in which case, the members shall prepare an agenda. The Chair shall initially prepare an agenda and circulate the agenda to the members of the Board (to allow the members an opportunity to suggest revisions to the agenda) before the Thursday preceding the scheduled meeting. Notice of regular meetings shall be posted no less than five (5) calendar days and agendas for regular meetings shall be posted no less than 48 hours in advance of the meeting in accordance with the Idaho Code § 74-204.

ARTICLE IV - CONDUCT OF COMMITTEE MEMBERS

4.1 Conflict of Interest.

Any actual or potential conflict of interest shall be governed by Idaho Code §§ 74-401 *et seq.*, as amended, and 74-501 *et seq.*, as amended.

ARTICLE V - MEETINGS

5.1 Regular Meetings.

Regular meetings of the Board will be held at least two (2) times per calendar year. The regular meetings shall be conducted on the second Wednesday of, May, and November of each calendar year. Notice of meetings shall be posted at Hailey City Hall, Blaine County Courthouse and the Offices of the WRFPD in accordance with Idaho open meetings laws.

5.2 Special Meetings.

The Chair or three (3) members of the Board other than the Chair shall have the power to call a special meeting of the Board.

5.3 Open to the Public.

Except for matters subject to an executive session pursuant to Idaho Code § 74-206, all meetings of the Board are open to the public. The Board shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.

5.4 Cancellation.

If no business is scheduled before the Board, or if it is apparent that a quorum of the Board will not be available, the Chair may cancel any meeting by giving notice to all members and presenters not less than 48 hours before time set for such meeting.

5.5 Quorum.

A quorum of the Board shall consist of three (3) members with at least one (1) member present from each Party.

5.6 Voting.

An affirmative vote of a simple majority of the members of the Board forming a quorum, with at least one member from each Party voting in favor of the motion, shall decide all matters under consideration. The Chair may vote on all matters. All actions and decisions of the Board should be formalized by the process of making and voting on motions. After the Board considers comments and documents involving any matter requiring a vote, the Board shall deliberate and then the Chair shall

ask for a motion, which requires a second before there is a vote. Following a motion and second, the Chair shall ask the members in favor of a motion to say “aye” and the members opposed to the motion to say “nay.” The minutes shall reflect the motion, second and vote of each member of the Board.

5.5 Agenda, Order of Business.

Order of business on each agenda shall be generally as follows:

1. Call to Order
2. Open session for public comments not to exceed three minutes per person and per topic
3. Approval of Minutes
4. New Business
5. Old Business
6. Staff Reports
7. Executive Sessions
6. Adjourn

The Chair in his or her sole discretion may modify the order of business.

ARTICLE VI - AMENDMENT OF BYLAWS

6.1 Amending Bylaws.

These Bylaws may only be amended by a four/fifths (4/5th) vote of the Board.

Approved and adopted by the Joint Fire Board on May 12, 2021.

Sam Linnet, Board Chair

Dennis Kavanagh, Vice Chair

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Within other parts of the agreement as applicable, references to the at-large member are shown in *parenthesis and italicized*, highlighting language that will be incorporated into the Option 1 agreement or omitted from the Option 2 agreement, depending upon what the Joint Fire Board selects as the preferred option.

JOINT POWERS AGREEMENT AS AMENDED

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2021 (amending the agreement entered into the 19th day of April, 2017), by and between the CITY OF HAILEY, an Idaho municipal corporation (“Hailey”), WOOD RIVER FIRE PROTECTION DISTRICT, also known as Wood River Fire and Rescue, an Idaho political subdivision (“WRFR”), and BLAIE COUNTY AMBULANCE DISTRICT, an Idaho political subdivision (“BCAD”). (Hailey, WRFR and BCAD may individually be referred to as a “Party” and are collectively referred to as the “Parties”).

RECITALS

- A. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Martha Burke is the duly elected Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.
- B. WRFR is a fire protection district and a political subdivision in Blaine County, Idaho and has authority to enter into this Agreement. The duly elected and acting commissioners of the Wood River Fire Protection District are Jay Baitel, Dennis Kavanagh and Steve Garman.
- C. The Blaine County Ambulance District, (BCAD) is a Special Taxing District, funded by all property tax payers in Blaine County, including those within the City of Hailey and WRFR, that provides ambulance services within and beyond the City of Hailey and the Wood River Fire Protection District, which services are dispatched cooperatively with those of Hailey and WRFR, and that has a contract to provide services in the southern portion of Blaine County, including the City of Hailey, with WRFR.
- D. In 2011, Hailey, WRFR and the City of Bellevue engaged Emergency Services Consulting International (ESCI”) to provide a study of potential consolidation efforts. As one option, the ESCI study recommended that the Parties enter into a joint powers agreement.
- E. Each of the Parties hereto is a “public agency” as defined by Idaho Code § 67-2327 and is therefore authorized to enter into an agreement for the joint exercise of powers pursuant to Idaho Code § 67-2328.
- F. Idaho Code § 67-2338 provides that a joint powers agreement may create a separate legal entity, in which case the agreement must describe the precise organization, composition and nature of the entity, or no separate legal entity, in which case the agreement must provide for either an administrator or a joint board. In the event a joint board is created, Idaho Code §67-2338 provides that the public entities must be represented on the joint board. In addition, if no separate legal entity is created, Idaho Code § 67-2338 provides that the agreement must describe a) its duration, b) the purpose of the agreement, c) the manner of financing the cooperative undertaking and of establishing and maintain a budget, d) the manner of acquiring, holding and disposing of real and personal property and e) the process to terminate the agreement.

G. The Parties have previously entered into mutual aid and auto aid agreements which have enhanced the services and efficiencies of each Party. In addition, the Parties, and BCAD have entered into Contracts for Services authorizing the Hailey Fire Chief to provide contract services to WRFR, and whereby WRFR provides services to BCAD, now cooperatively provided with personnel trained and staffed in conjunction with Hailey.

H. The Parties now desire to enter into an agreement allowing for the joint exercise of powers necessary to provide fire protection and prevention and emergency medical services and operations of the Parties (“Operations”).

I. The Parties intend to monitor the level of cooperation between the staff and elected officials of the Parties. If the joint and cooperative undertaking described in this Agreement is successful, the Parties intend to explore future options to combine services described in the ESCI study such as a joint powers agreement with a separate legal entity. With this Agreement and in the future, the Parties desire to continue to engage in cooperative efforts to increase services and efficiencies of the Operations.

J. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement without creating a separate legal entity, to create a joint board and to comply with the requirements of Idaho Code § 67-2338.

AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to set forth the understanding of the Parties regarding the creation of a joint board, budgeting and funding of the Operations, the ownership and maintenance of each Party’s real and personal property, and to continue the Parties’ long term efforts to combine services, increase levels of service and increase efficiencies.

2. **Duration.** This Agreement is effective on the date of the last signature of the Parties and shall continue until midnight September 30, 2022 (“Initial Term”). Thereafter, the term of this Agreement shall be automatically extended by the Parties for additional one (1) year terms (each such one-year period shall be referred to as an “Extended Term”) under the same terms and conditions of this Agreement unless either Party provides written notification of its intent to allow the expiration of the Agreement more than thirty (30) days before the expiration of the Initial Term or Extended Term.

3. **No Separate Legal Entity and Parties.** This Agreement shall not create any separate legal or administrative entity. The Parties to this Agreement are Hailey, WRFR and BCAD. Additional parties may be added by amendment of this Agreement with the recommendation of the Joint Board, as defined in paragraph 4, below, and with the approval of the governing bodies of the Parties.

4. **Joint Board.**

4.1 Establishment of Joint Board. ~~The Parties hereby create a five (5) member joint board (“Joint Board”) responsible for the Operations. Hailey shall select and appoint two (2) members to serve on the Joint Board consisting of either two (2) Hailey City Council members or the Hailey mayor and one (1) Hailey City Council member. WRFR shall select and appoint two (2) members to serve on the Joint Board consisting of two (2) WRFR commissioner members. A member of the Joint Board appointed by one of the Parties shall be referred to as a “Party Member.” The fifth member of the Joint Board (who shall be referred to as the “At Large Member”) shall be selected by majority vote of the Party Members.~~

4.2 Qualifications of Members. Members of the Joint Board shall be appointed without respect to political affiliation or religious denomination. All members of the Joint Board shall be eighteen (18) years of age or greater to be eligible for appointment. All members of the Joint Board shall serve without compensation. All members of the Joint Board shall reside within the City of Hailey, the BCAD, and/or the WRFR District.

4.3 Terms. The initial appointment for all members of the Joint Board shall commence upon approval of this Amended JPA, *(and appointment of the at-large members)* and expire at midnight on December 31, 2022. Subsequent appointments shall be for one (1) year, provided that any expiring member shall hold a seat on the Joint Board until his or her successor has been appointed. Vacancies occurring other than through the expiration of appointed terms or removal shall be filled for the remainder of the term by the Party that appointed the Party Member, *(or in the case of the At-Large Member, by the Party Members)*. Removal of any Party Member may only be made by the Party that appointed such Party Member. *(Removal of the At-Large Member may only be made by a majority vote of the Party Members.)*

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

4.5 Powers and Duties. The Joint Board is responsible to operate and manage the Operations. The powers and duties of the Joint Board include, but are not limited to, the following:

- 4.5.1 Approve of procedures for the operation, meeting and other administrative matters of the Joint Board;
- 4.5.2 Approve of standard operating procedures for the Parties;
- 4.5.3 Approve of response standards, including policies regarding dispatch responses;

- 4.5.4 Provide recommendations to the governing bodies of the Parties;
- 4.5.5 Recommend for approval by the governing body of each Party a budget and financial plan, which may include joint purchase of property;
- 4.5.6 Approve of the allocation of resources, including stationing of personnel and vehicles;
- 4.5.7 Approve a training and education plan(s) for all personnel;
- 4.5.8 Approve a deployment plan(s) for all the Parties' equipment;
- 4.5.9 Recommend for approval by the governing body of each Party the manner by which the Parties acquire, hold and dispose of real and/or personal property jointly owned by and used by the Parties;
- 4.5.10 Address other matters necessary and convenient in furtherance of the purpose of this Agreement;
- 4.5.11 Identify matters that require approval of the governing bodies of the Parties;
- 4.5.12 Engage legal and accounting services deemed necessary;
- 4.5.13 Comply with the Idaho Meetings Law, *Idaho Code §§ 74-201 et seq., as amended*, the Public Records Act, *Idaho Code §§ 74-101 et seq., as amended*, and other applicable laws;
- 4.5.14 Operate on a fiscal year from October 1 through September 30;
and
- 4.5.15 Approve and oversee implementation of fire service and/or EMS standards, protocols and procedures.

5. **Budget and Financing.**

5.1 **Budget.** On or before May 31 of the Initial Term or Extended Term, as the case may be, the Joint Board shall establish a budget for the Operations. Each Party shall independently budget for and fund its share of such established budget.

5.2 **Financing.** Unless otherwise agreed by the Joint Board and both Parties, each Party shall fund and support the Operations in substantially the same manner and at the same levels as each Party currently funds and supports their respective fire and emergency services.

6. **Acquisition, Holding and Disposing of Property.**

6.1 **Ownership and Maintenance of Property.** All real property and personal property owned by a Party at the time of the execution of this Agreement would continue to be owned by that Party during the term of this Agreement and after termination of the Agreement. Each Party is solely responsible for maintaining and insuring its real and personal property.

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

7. **Termination.** Unless otherwise previously agreed to by the Parties in writing, in the event of termination of this Agreement, each Party's real and personal property shall remain that Party's property and the other Party shall have no claim to, interest in or control of the other Party's property following termination of this Agreement.

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

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

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

11. **Miscellaneous Provisions.**

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

11.2 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining

portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

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

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

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

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

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

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

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

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

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

CITY OF HAILEY

WOOD RIVER FIRE PROTECTION
DISTRICT

By _____
Martha Burke, Mayor

By: _____
Jay Bailet, Chairman

ATTEST:

By: _____
Dennis Kavanagh, Commissioner

Mary Cone, City Clerk

By: _____
Steve Garman, Commissioner

BLAINE COUNTY AMBULANCE
DISTRICT

By: _____
Jacob Greenberg, Chairman

By: _____
Dick Fosbury, Commissioner

By: _____
Angenie McCleary, Commissioner