

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into as of the ___ day of January, 2026, by and between the CITY OF HAILEY, an Idaho municipal corporation (“Hailey”), BC SOUTH FIRE PROTECTION DISTRICT, an Idaho political subdivision (“BC South”), and KETCHUM FIRE PROTECTION DISTRICT, an Idaho political subdivision (“Ketchum”). (Hailey, BC South, and Ketchum 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. BC South is a rural fire protection district and a political subdivision in Blaine and Camas Counties, Idaho and has authority to enter into this Agreement. The duly elected and acting commissioners of BC South are _____.

C. Ketchum is a rural 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 Ketchum are _____.

D. 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.

E. 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.

F. 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 contemplate entering into a Contract for Services authorizing the Hailey Fire Department Operations Officer to provide contract services to BC South and Ketchum as a Joint Training Officer, and for the BC South Fire Chief to serve as Chief of Ketchum Fire Protection District,

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Deleted: Fire Chief

Deleted: WRFR

G. 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”).

H. The Parties intend to pursue efforts at consolidation, in stages as set forth in resolutions adopted by the Parties and to be considered and adopted by the Joint Board in the future as official consolidation plans. Given the complexities of consolidation and timing, the Parties agree that the Joint Board will be the proper vehicle to coordinate consolidation efforts in an efficient and cost-effective manner.

Deleted: 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

Deleted: 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.

I. 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, 2026 (“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, BC South, and Ketchum. 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 seven (7) 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. BC South shall select and appoint two (2) members to serve on the Joint Board consisting of two (2) BC South commissioner members, and Ketchum Fire District shall select and appoint two (2) members to serve on the Joint Board consisting of two Ketchum Fire District 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. An At-Large Member shall be a resident of Hailey, or the BC South or Ketchum Fire Protection Districts, for a minimum of two (2) years before appointment and shall remain a resident of Hailey, or the BC South or Ketchum Fire Protection Districts during the term of the appointment. All members of the Joint Board shall be eighteen (18) years or older to be eligible for appointment. All members of the Joint Board shall serve without compensation.

4.3 Terms. The initial appointment for all members of the Joint Board shall expire at midnight on December 31, 2026. 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;

Deleted: 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. ...

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- 4.5.6 Coordinate and provide advice regarding 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 the 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 proportional 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

BC SOUTH FIRE PROTECTION DISTRICT

By _____
Martha Burke, Mayor

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Commissioner

Lisa Horowitz, City Administrator

By: _____

_____, Commissioner

By: _____
_____, Commissioner

By: _____
_____, Commissioner

KETCHUM FIRE PROTECTION DISTRICT

By: _____
_____, Chairman

By: _____
_____, Commissioner

By: _____
_____, Commissioner

DRAFT

