



CITY OF KETCHUM, IDAHO

***SPECIAL MEETING* CITY COUNCIL**

Thursday, January 11, 2024, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AMENDED AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

If you would like to comment on a public hearing agenda item, please select the best option for your participation:

- Join us via Zoom (*please mute your device until called upon*)

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/82559532416>

Webinar ID:825 5953 2416

- Address the Council in person at City Hall.
- Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*)

This agenda is subject to revisions. All revisions will be underlined.

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

CONSENT AGENDA:

ALL ACTION ITEMS - The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

2. Recommendation to Approve Resolutions 24-003 and 24-004 appointing new members to the Planning and Zoning Commission and Historic Preservation Commission respectively.

PUBLIC HEARING:

3. Presentation and discussion of DRAFT Joint Powers Agreement (JPA) with Wood River Fire and Rescue District - Fire Chief Bill McLaughlin

EXECUTIVE SESSION:

4. Pursuant to Idaho Code 74-206(1)(c) - To acquire an interest in real property not owned by a public agency.

ADJOURNMENT:

Participate

From: HP Boyle <boylehp@yahoo.com>
Sent: Thursday, January 4, 2024 4:22 PM
To: Participate
Cc: Andrew Guckes; publisher@mtexpress.com; gfoley@mtexpress.com
Subject: PUBLIC COMMENT on City of Ketchum purchase of Pinewood Unit C16

To the Council,

Councilmembers Hutchinson and Cordovano may not be aware that at the last meeting of the Ketchum Council for 2023, the Council purchased Pinewood Unit C16 from Mr. Drew and is offering it as deed-restricted housing in Category L to any purchaser who meets the BCHA conditions for eligibility.

The City is currently marketing that property to people who have been on the BCHA list, plus non-BCHA list people, via Anna Matheu of Windermere.

This is not the right path for affordable housing for Ketchum for multiple reasons.

1. Per BCHA eligibility requirements, there is no requirement for the buyer to work in Ketchum. Yet this unit was purchased with Ketchum taxpayer money. The Ketchum Housing Action Plan is supposed to address the Ketchum workforce shortage.
2. This transaction was done in secret, as the very last act of an outgoing City Council. Why? At the first Council meeting of 2024, Mayor Bradshaw extolled the transparency of the Council. Asserting the Council is transparent does not make you transparent—especially when it acts in secret. Ms. Connelly ran this by BCHA in secret in its October 6 meeting.
3. Why was this particular unit purchased? Available units are supposed to go to the first eligible purchaser on the BCHA waitlist. However, there do not seem to be any such people on that waitlist, given that the unit is being marketed more broadly by a real estate agent, including to people who have not applied to BCHA.. <https://5b-realestate.com/225pinewoodc16>
4. Why is a non-Ketchum real estate agent doing this sale? Are there not enough real estate agents resident in Ketchum? There was no competitive bidding process for this assignment disclosed in any City of Ketchum information.

The biggest issue, however, is that while the Council has bailed Mr. Drew out of potentially tens of thousands of dollars in capital assessments for the rebuilding of the complex, it will saddle the buyer of a supposedly “affordable” unit with a potentially uncapped liability for future assessments. This condo complex has reached the end of its life (see HOA minutes 2/23/22) and requires substantial capital investment. The 2/23/23 minutes suggest that the HOA typically operates at a deficit and does not have the credit required for such a loan. The \$30k buyer concession offered by the City is just for the roof—and may not cover the full expense. Indeed, the roof is so bad that one board member said there was potential for “injury or death” and the potential for the City to deem the complex “uninhabitable and condemn” it. Yet the roof is only one area requiring investment: the siding needs replacement, and the parking lot needs repaving. The HOA has explored getting bank financing, as the requirements appear to be beyond the residents’ current means. Indeed, there was a substantial balance of uncollected HOA fees. This is an HOA that struggles to fill its board positions; indeed, in the last two annual meetings, there was no President present.

That is for the common elements. The unit itself is not up to the current code. The inspection report cites the need for substantial investment in the unit itself: <https://5b-realestate.com/files/2023/12/225-Pinewood-C16-Inspection-Report.pdf>, with no cost estimate provided. The inspection was a visual one. It noted excessive moisture from leaks, but is silent on mold potential (it refers to “microbial growth”). There was no lead test done, despite that this is a pre-1978 unit. The seller will address many of the deficiencies, but one can expect a unit like this, especially one that has apparently been poorly maintained, to be a constant battle,

Selling an end-of-life unit to an unsophisticated buyer is not the right way to do workforce housing for Ketchum workers using Ketchum taxpayer funds. A better way would be an InDEED type program that keeps the City out of the real estate speculation business and lets the buyer choose their home.

I hope the new Council (and the Mountain Express) will investigate this situation, make all the facts public, reform the Housing Action Plan to focus on housing the Ketchum workforce, and remove the unreconcilable conflicts of interest that Ms.Connelly has by working for both the taxpayers of Ketchum and BCHA.

Thank you,

Perry Boyle
Ketchum

Participate

From: Pat Higgins <pathiggins@cox.net>
Sent: Tuesday, January 9, 2024 4:03 PM
To: Participate
Subject: Main Street concerns

Hi, I would like my concern added to public comments.

#1

Besides the loss of parking which we are in short supply of... where will the spaces lost on Main Street go? In the winter the roads are icy much of the time. Older residents have a hard enough time walking to businesses and restaurants when parking is 2 blocks away. What is this going to do to the business owners where parking is removed in front of their business?

#2

I am having second thoughts on the "bulb-outs", I have lived in Ketchum since 1979 and feel that I am very familiar with our streets. Today was a very snowy day, when the snow is covering the roads and the sidewalks it is very difficult to predict where a "Bulbout" may be hiding and how far out it actually is. I turned on 2 different roads today and ran over a "bulbout". What kind of damage will happen to city snowplow?

Like I said, I am very familiar with the roads here but when there is snow covering it is very difficult to predict and there is a bounce in the car and I am sure not good for the car. I understand the reasoning for them but Main Street is actually a highway that goes thru our town, it is not a walkway. I have lived here long enough to see the wasteful spending of planters on hwy 75 aka Main St, that in the long run have been removed because they cause obstruction of vision, etc.

Please consider these comments when making your final decisions.

Sincerely,

Pat Higgins

Sent from my iPad

Participate

From: HP Boyle <boylehp@yahoo.com>
Sent: Tuesday, January 9, 2024 9:02 PM
To: Participate
Subject: PUBLIC COMMENT for 1/11/23 Special City Council Meeting

Council Members:

As you look at the packet for the meeting this Thursday, you might ask yourself some questions:

1. Are you sure that the most qualified candidate is being appointed to P&Z? While he is a fine person, he has zero experience or education in land use planning, zoning, contracting, etc. The other two candidates are clearly more qualified. You might ask the Mayor and City Planner what criteria they used to make this recommendation. Are we going to backslide to the Frick days?
2. Are you really going to spend taxpayer money on another “affordable housing unit” in secret during your executive session? Is this how the new Council plans to operate? In his welcome speech, the Mayor asserted how transparent the Council process is. Just asserting that repeated times doesn’t make it true. What makes it true is actually being transparent. While it is legal to do what the Mayor’s agenda wants you to do, is it the right way to represent your constituents?

The new Council has an opportunity to improve the governance process of the City Council. Are you going to cave in your first City Council meeting to the same old, same old? Or are you going to do what you were elected to do? Can’t wait to see.

Thank you,

Perry Boyle
Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 11, 2024 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to Approve Resolutions 24-003 and 24-004 appointing new members to the Planning and Zoning Commission and Historic Preservation Commission respectively.

Recommended Motion:

I move to approve Resolutions 24-003 and 24-004, appointing new members to the Planning and Zoning Commission and Historic Preservation Commission.

Reasons for Recommendation:

- The city held an open call for interested candidates to fill one vacancy on the Planning and Zoning (PZ) Commission and three vacancies on the Historic Preservation Commission (HPC). The person filling the PZ Commission vacancy must also fill one of the three vacancies on HPC per the city's municipal code.
- The city received five applications, of which four candidates were eligible per the city's municipal code.
- The Director of Planning and Building conducted interviews with all four candidates.
- The recommendations are based on the overall composition of the commissions in achieving not only a diversity of skillsets and knowledge, but diversity in age and gender. Letters of interest and resumes are included as Attachment 3.
- Some candidates expressed initial interest for a specific position, however, the interview process and discussions highlighted attributes that may have been suited to other positions. All candidates are eager and willing to serve the city in the recommended positions.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

None OR state impact here: Having fully appointed commissions allows for comprehensive dialogue on how the city can meet the goals and policies of the comprehensive plan, including current and future sustainability goals.

Financial Impact:

None OR Adequate funds exist in account: PZ Commissioners are compensated per meeting attended and the city has budgeted for the commission

	for FY24. Currently, the HPC is a volunteer commission with no compensation.
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Attachments:

1. Resolution 24-003
2. Resolution 24-004
3. Letters of Interest and Resumes

RESOLUTION NUMBER 24-003
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPOINTING MATTHEW MCGRAW TO THE KETCHUM PLANNING AND ZONING COMMISSION
FOR A TERM EXPIRING ON FEBRUARY 3, 2027

WHEREAS, Matthew McGraw has expressed interest in being appointed to the Planning and Zoning Commission; and

WHEREAS, Matthew McGraw has resided in Blaine County for at least three (3) years prior to this appointment to the Planning and Zoning Commission; and

WHEREAS, Mayor Bradshaw recommends Matthew McGraw be confirmed by the City Council to serve on the Planning and Zoning Commission; and

WHEREAS, Matthew McGraw will be completing the term of Spencer Cordovano, who was elected to City Council, and whose term expires on February 3, 2024; and

WHEREAS, Matthew McGraw will be automatically re-appointed for a term expiring on February 3, 2027. He will be eligible for two subsequent reappointments; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Matthew McGraw is appointed to the Ketchum Planning and Zoning Commission.

This Resolution will be in full force and effect upon its adoption this _____ day of January 2024.

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

RESOLUTION NUMBER 24-004
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPOINTING MATTHEW MCGRAW, CLYDE HOLT, AND MELISSA RIVelo TO THE KETCHUM
HISTORIC PRESERVATION COMMISSION

WHEREAS, The Historic Preservation Commission consists of five members, with a minimum of one and maximum of three members to be Planning and Zoning Commissioners; and

WHEREAS, Tom Curl and Rick Reynolds were Historic Preservation Commissioner whom resigned and Spencer Cordovano was an Historic Preservation Commission whom was elected to City Council, leaving three vacancies on the Historic Preservation Commission; and

WHEREAS, Matthew McGraw, Clyde Holt, and Melissa Rivelo have expressed interest in serving on the Historic Preservation Commission; and

WHEREAS, Matthew McGraw resides and works in Ketchum and has been appointed as a member of the Planning and Zoning Commission. He will be completing the term of Spencer Cordovano whose term expires on September 6, 2025; and

WHEREAS, Melissa Rivelo resides in Ketchum and will be completing the term of Tom Curl whose term expires on September 6, 2025; and

WHEREAS, Clyde Holt resides in Ketchum and will be completing the term of Rick Reynolds, whose term expires on March 15, 2024. Upon expiration of this term, she will be automatically reappointed for a term to expire on March 15, 2027; and

WHEREAS, Mayor Bradshaw recommends Matthew McGraw, Clyde Holt, and Melissa Rivelo be confirmed by the City Council to serve on the Historic Preservation Commission, and all members are eligible for re-appointment;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Matthew McGraw, Clyde Holt, and Melissa Rivelo are appointed to the Ketchum Historic Preservation Commission.

This Resolution will be in full force and effect upon its adoption this _____ day of January 2024.

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Matthew S. McGraw

119 Picabo St. Apt. F1 · P.O. Box 2511 · Ketchum, Idaho 83340-2511
matthew@svmcgraw.com · (208) 721-1897 · He | Him

Ketchum Planning and Building
191 5th St. West
Ketchum, ID 83340

Dear Ketchum Planning and Building,

I am writing to be considered for the open seats on Ketchum's Planning and Zoning Commission and Historic Preservation Commission. As someone who has lived in the Wood River Valley for most of my life, I have seen many changes to our built environment: new hotels, visitor centers, post offices, affordable housing, parking lots, and holes. The events of the past 15 years have shown that our small town is not immune to the macro events of the wider world. Not only recession but changes in how people work, commute, and recreate will continue to impact our community. It's up to us to preserve what we have and not become just a resort destination. We are in an exciting time in our local politics; we have new council members coming into office, explicitly focusing on the resiliency of our community and the availability of affordable/workforce housing. I would enjoy the opportunity to work with them on that challenge.

Working on a congressional campaign in Nevada's 3rd, my primary job responsibility was volunteer acquisition. I am proud to be the only team member on the campaign cycle I worked on to create a new connection with a non-profit and the congresswoman. Field organizing is a tough sales job. Many people are skeptical of the political process; it is difficult to convince people to give their time to volunteer. Meanwhile, the opposition attempts to catch you in a mistake and drag the candidate and campaign in the news. While I don't see myself returning to campaign work, the lessons I learned communicating with volunteers, voters, and the opposition are invaluable. I know my countless hours making phone calls with constituents will help me hear the issues of people in Ketchum and share the progress we can make.

I am excited to be a candidate for Ketchum's Planning and Zoning Commission and the Historic Preservation Commission. Living in the valley for most of my life and now working and coaching, I have a deep respect for the experiences and concerns of the community; it is so important to keep an ear to the ground, but through my education, I know the importance of solid research methods and expertise. Should I be appointed, I am especially looking forward to being part of a team working to streamline regulations already on the books and working on and communicating a new city plan. While I have much to learn about planning and zoning, I am determined to study the details. Politics and local government has long been a passion of mine. I plan on staying involved in the long term.

Best,
Matthew

Matthew S. McGraw

119 Picabo St. Apt. F1 · P.O. Box 2511 · Ketchum, Idaho 83340-2511
matthew@svmcgraw.com · (208) 721-1897 · He | Him

Experience:

Sushi on Second, Ketchum, ID

May 2019-Present

- Manage a team of 10 people and ensure effective communication between the front and back of house in a busy customer service environment
- Assisted in the transition to a take-out-focused model at the beginning of the Covid-19 Pandemic
- Created practices to manage order flow between dine-in and take-out during times of unprecedented demand
- Worked to redefine front staff roles as staff shortages impacted the restaurant, including changes to compensation for the front staff and the kitchen staff

Freestyle Progression Head Coach SVSEF, Ketchum, ID

Sept 2021-Present

- Coach ages nine to fifteen in moguls skiing and aerials
- Teach safety, responsibility, and accountability in dry land training and on skis

Cristina's & Aroma, Ketchum, ID

May 2018-Oct 2022

- Served on a diverse clientele from ski town tourists to Allen and Co. attendees
- Managed a small team as head catering bartender at events such as the Sun Valley Wine Auction and other private events of up to 150 guests
- Currently assisting the new owner of Aroma (replacing Cristina's) as he opens the new restaurant
- Registered Aroma's website and created and manage its Google Maps listing

Field Organizer Nevada Democratic Coordinated Campaign, NV

Sept 2020-Nov 2020

- Made thousands of recruitment calls to establish and maintain hundreds of volunteer relationships
- Recruited and directed first-time volunteers in phone banking, text banking, relational organizing, canvassing, and ballot curing
- Folded into the coordinated campaign to strengthen the GOTV (Get Out the Vote) effort; exceeded all GOTV shift goals
- Led a team in recruiting volunteers for in-person GOTV events to reach underrepresented communities
- Employed data-based A/B testing in phone and texting actions and scripts
- Created automated workflows to keep tabs on volunteers and their shift completion

Field Organizer Rep. Susie Lee for Congress, NV

June 2020-Sept 2020

- Made thousands of recruitment and persuasion calls and texts to recruit volunteers, register voters, and persuade nonpartisans
- Led multiple volunteer trainings per week on phone-banking technology such as Zoom and ThruTalk
- Taught and empowered volunteers to use resources such as the persuasion cycle, their personal stories, and talking points from the campaign
- Built and maintained relationships with partner organizations such as Moms Demand Action, The Human Rights Coalition, and Green Wave

Wheels for Humanity, Los Angeles, CA

May 2016-Sept 2016

- Worked with a distribution hub to transport wheelchairs from China to developing countries
- Communicated persistently and regularly with customs officials, staff, and volunteers
- Acted as a cultural liaison and guide for Ukrainian healthcare providers
- Tracked discrepancies in shipping data helping to track down embezzlement

Education:

Pitzer College, Claremont, CA | BA | Economics & Political Studies

May 2019

- **Student Senate, Curriculum Committee, Pitzer College, Claremont, CA** **2017-2019**
 - o Approved independent studies, special majors, and new course proposals from professors and students
 - o Fielded questions from students, professors, and local media on current and changing college bylaws
 - o Authored new educational standards, passed majority vote by professors, staff, and students

November 5, 2023

Mayor and Council Members

City of Ketchum

PO Box 2315

Ketchum, Idaho 83340

Re: Interest in Appointment to City Commission or Board: *original sent by first class mail, a copy to “participate@KetchumIdaho.org”*

Mayor Bradshaw and Council Members:

I am Clyde Holt, residing at 148 A Bird Drive, with a mailing address of PO Box 7168, Ketchum, 83340. I contact you to express my interest in the recently announced openings on the City Planning and Zoning, and Historic Preservation Commissions.

Personal: My wife Lise and I have owned our Ketchum home for 15 years: we have been permanent Ketchum residents since 2020. Lise and I are members of St. Thomas Episcopal Church; I am honored to serve on the St. Thomas Vestry. I also serve as President of the Summit Ridge Townhome Owner’s Association.

Education: B.A., Northwestern University, Evanston, Illinois

J.D., University of North Carolina, Chapel Hill, NC

Related Experience: Licensed Attorney in North Carolina, concentrating in Land Use, Zoning and Municipal Law. Former Associate City Attorney for Raleigh, N. C.; former Town Attorney for Rolesville, and Knightdale, N.C.; Contract Planning and Zoning Attorney for Pinehurst, N.C., City of Lumberton, N.C., Town of Zebulon, N.C.

City County Commissions and Boards: Member, City of Raleigh Planning Commission; Chairman of Wake County Library Commission; Chairman of City of Raleigh Civil Service Commission; Member, Committee Planning For the Future of Wake County; Director, Raleigh Merchant’s Association; Director, Wake County SPCA; Member, Wake County Sports Commission; Director, Wake County Technical Community College; Director, Elizabeth City State University Foundation Board.

Commitment To Public Service: While my private law practice representing state and local government agencies, and those regulated by them, is winding down, I remain committed to public service. I believe that to whom much is given, much is expected, especially by way of service to others. I have dealt with the planning challenges faced by cities of a million plus, as

well as the challenges faced by towns of four or five thousand. I have practiced in resort communities such as Pinehurst and Kitty Hawk, North Carolina, I drafted the first Historic District Ordinance in the State of North Carolina while in the Raleigh City Attorney's office.

I would appreciate your support of my candidacy for appointment.

Very Truly Yours,

Clyde Holt

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From: [Melissa Ravelo](#)
To: [Participate](#); [Neil Bradshaw](#); [Courtney Hamilton](#); [Amanda Breen](#); [Michael David](#); slanetz@ketchumidaho.org
Cc: [Morgan Landers](#); [Jade Riley](#)
Subject: P&Z Commission opening
Date: Monday, November 20, 2023 1:58:10 PM

Dear members of the Ketchum City Council and Mayor Bradshaw,

I am writing to submit my name for consideration for the upcoming position on the Planning and Zoning Commission. As a full-time Ketchum resident since October 2020, and parttime resident, home owner and lover of Sun Valley for over 35 years, I am keenly interested in the growth and development of our beautiful community. Since moving here fulltime, I have participated in or followed the various meetings and focus groups addressing the Interim Ordinance, parking concerns, and the Main Street Rehabilitation Project.

I am a small business owner and an award-winning interior designer. For more than 35 years my career has offered me endless opportunities to work collaboratively with developers, builders, architects, homeowners, and **City** planning and building departments. I believe my knowledge of construction processes, being skillful in reading architectural drawings, and the ability to interpret building codes, uniquely qualifies me for the role on the P&Z Commission. I am also accustomed to working collaboratively with teams of experts in the construction field. Finally, I have a desire to serve my community and these skills would be put to good use on behalf of our city.

As the Mayor said in his congratulatory note to Spencer's and Tripp's nomination to the Ketchum City Council in "Word on the Street," having new energy and new ideas are important to a rigorous municipal process. I am passionate about the Sun Valley area and see the opportunities for well managed growth while maintaining its unique beauty and charm. I'm prepared to serve the **City of Ketchum** collaboratively and enthusiastically and look forward to your response.

Please keep me informed on the selection process and please let me know if you need any further information.

Thank you for your consideration,

Melissa K Ravelo

Melissa Klebanoff
Principal

Melissa Klebanoff Interior Design, LLC
206.909.8544
melissakinteriordesign.com



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 11, 2024 Staff Member/Dept: Bill McLaughlin, Fire Department

Agenda Item: Presentation and discussion regarding DRAFT Joint Powers Agreement (JPA) with Wood River Fire and Rescue District.

Staff is not seeking formal action or approval but instead soliciting feedback regarding the policy elements below related to the draft JPA as well as general timeline and recommended next steps.

- **JPA Board composition**
- **Level of Service determination**
- **Plan reviews, inspections, and enforcement of codes**

Reasons for Recommendation:

- Previous independent studies completed by McGrath Consulting Group in 2013 and 2007 outlined the benefits of Ketchum participating in a consolidated fire department.
- City staff has been meeting for the last year with Wood River Fire and Rescue staff to discuss the potential of a merger.
- Blaine County commissioned in 2023 a new independent review Ambulance District service to ensure financial sustainability. The study is also reviewing the concept of consolidating fire departments within Blaine County.

Policy Analysis and Background (non-consent items only):

On May 22, 2023, the Blaine County Ambulance District held a kick-off session with jurisdictions, via a consultant team, to explore improved EMS service delivery and fire department consolidation. Wood River and the City of Ketchum had already commenced discussions to consolidate. Hailey, Smiley Creek, and West Magic Fire Districts have participated in the discussions and while they are not signatures to the current JPA draft, remain interested in moving forward.

The proposal is to form a fire authority, tentatively labelled the “Blaine County Fire Rescue Authority” with the ultimate goal of forming a new fire district. The authority would:

- Provide fire suppression, fire prevention, EMS, and rescue to the participating cities and fire districts, and EMS to all the county under contract.
- Employ, train and supervise all fire and EMS response personnel.
- Maintain all facilities and equipment.

We are targeting a start date of October 1, 2024, to “go live”. To meet that target, we have identified a series of critical steps in the interim. These are necessary to allow for revising contracts and agreements and organizing administration of the new agency. To achieve that goal, we would need to meet the following deadlines:

- Approval of a JPA document by February
- Appointment of JPA board members by March
- Presentation of a budget request to the Ambulance District by April
- Negotiating plan review and inspection fee and funding agreements
- Presentation of funding requests to the cities and fire districts in spring/early summer
- Advertising and hiring the Fire Chief, preferably before September
- Negotiation of a new Collective Bargaining Agreement before October 1
- Appointing other administrative positions (Assistant Chief, etc.) before October 1

This schedule is set somewhat aggressively to meet notification requirements, budgeting, and contract negotiations in order to start operationally at the beginning of the fiscal year. Other agencies may take additional time to join.

The cities and fire districts would continue to own their facilities, equipment, and apparatus. They would lease those to the fire authority at a nominal sum. The fire engines would continue to bear the “City of Ketchum Fire Department” logo, for example. All staff, however, would be combined into a single pool.

The Blaine County Ambulance District is continuing to fund consultants to explore the feasibility of fire department consolidation. The fire authority would continue to coordinate with the county’s efforts. We welcome all engagements with other agencies going forward as we all explore consolidation solutions on behalf of the community. Language in the draft JPA would also state the intention of the group to conduct a vote for full merger in the future.

There are a number of decisions to be made to sign the JPA. They include:

- **JPA Board composition:** Staff has discussed:
 - 1 councilmember/commissioner per agency
 - 2 councilmembers/commissioners per agency
 - 1 councilmembers/commissioners per agency for agencies contributing less than \$1 million and 2 for agencies contributing over \$1 million.
 - We have also discussed having one “at large” appointed person as tiebreaker, or 1 ambulance district commissioner. Decision should be made by and between the agency’s elected officials.
- **Level of Service determination:** There are two ways to address level of service:
 - Agencies can agree to fund at the current level, and the fire authority board/fire chief will establish service levels based on what the authority can afford and where the need is.
 - The agencies can establish what they want for staffing and services, and the authority will determine what that cost needs to be.
- **Plan reviews, inspections, and enforcement of codes:** A determination of procedures, fees, funding, and responsibilities should be made and part of the agreement. Each party could decide to keep these roles or transfer them to the Authority

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:

No immediate financial impact. Financial participation in the JPA would be based on historical funding of the city's fire department and results of upcoming labor negotiations session.

Attachments:

1. Draft JPA
2. Fire Rescue Joint Powers Agreement Presentation

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2024, by and between the CITY OF KETCHUM, an Idaho Municipal Corporation (“KETCHUM”), and WOOD RIVER FIRE PROTECTION DISTRICT, also known as Wood River Fire and Rescue, an Idaho Political Subdivision (“WOOD RIVER”). (KETCHUM and WOOD RIVER may individually be referred to as a “Party” and are collectively referred to as the “Parties”).

RECITALS

WHEREAS;

A. KETCHUM is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement, AND

B. WOOD RIVER is a fire protection district and a political subdivision in Blaine County, Idaho and has authority to enter into this Agreement, AND

C. 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, AND

D. 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, AND

E. The Parties have previously entered into mutual aid and auto aid agreements which have enhanced the services and efficiencies of each Party, AND

F. The Parties now desire to enter into an agreement allowing for the joint exercise of powers necessary to provide fire protection, prevention, rescue, emergency medical service and operations of the Parties,

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 establish a joint fire and rescue

service operating under the name of Blaine County Fire Rescue Authority (“Authority”); and to establish a Joint Powers Board “Board” to manage and oversee the Authority. The authority shall be authorized to provide all emergency and non-emergency services within the current boundaries of the City of Ketchum, the Wood River Fire Protection District and any other areas the Parties provide service to under contracts and agreements.

2. **Duration.** This Agreement is effective on the date of the last signature of the Parties and shall continue until midnight September 30, 2025 (“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 any Party provides written notification of its intent to allow the expiration of the Agreement no less than one-hundred-eighty (180) days before the expiration of the Initial Term or Extended Term.

3. **Intent to Merge.** All parties agree that the intent of this agreement is to serve as a path to a permanent merger through the formation of a new fire district.

4. **Separate Legal Entity and Parties.** This Agreement shall create a separate legal entity, endowed with the powers described herein. Additional parties may be added by amendment of this Agreement with the recommendation of the Joint Board, as defined in paragraph 5 below, and with the approval of the governing bodies of all Parties.

5. **Joint Board.**

5.1 **Establishment of Joint Board.** The Parties hereby create a joint board (“Joint Board”) responsible for the oversight of the Authority. Each party shall appoint one (1) elected official to the board as follows: For WOOD RIVER, one Fire Commissioner, for the KETCHUM, one city council member or mayor. A member of the Joint Board appointed by one of the Parties shall be referred to as a “Board Member.”

5.2 **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. Members of the Joint Board must be residents of Blaine County. All members of the Joint Board shall serve without compensation.

5.3 **Terms.** The initial appointment for all members of the Joint Board shall commence upon approval of this Amended JPA and expire at midnight on September 30, 2025. 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. Removal of any Board Member may only be made by the Party that appointed such Board Member, except that the “at large” member may be removed by a majority vote of the board.

5.4 **Procedure.** Within ninety (90) days from the effective date of this Agreement, the Joint Board shall conduct its first meeting and elect a Chair and Vice Chair 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.

5.5 Powers and Duties. The Joint Board is responsible for management and oversight of Authority Operations. The powers and duties of the Joint Board include, but are not limited to, the following:

- 5.5.1 To approve of policy and procedures for the operation, meeting and other administrative matters of the Joint Board;
- 5.5.2 To approve of policy and standard operating procedures for the operation of the Authority;
- 5.5.3 To approve of response standards, including policies regarding dispatch responses;
- 5.5.4 To approve and oversee implementation of fire service and/or EMS standards, protocols and procedures.
- 5.5.5 To appoint the fire chief;
- 5.5.6 To employee personnel;
- 5.5.7 To approve the organizational chart and administrative staffing;
- 5.5.8 Assume the liability of actions taken by the Authority;
- 5.5.9 To approve of the allocation of resources, including staffing of stations including location of personnel and vehicles;
- 5.5.10 To approve deployment of all the Parties' equipment leased to the Authority;
- 5.5.11 To purchase real and/or personal property;
- 5.5.12 To address other matters necessary and convenient in furtherance of the purpose of this Agreement;
- 5.5.13 To identify matters that require approval of the governing bodies of the Parties;
- 5.5.14 To engage legal and accounting services deemed necessary;
- 5.5.15 To make, and enter into, and perform contracts, including those with the parties hereto, for goods or services of every kind as authorized by

law with other governmental entities, the State of Idaho, or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

- 5.5.16 To incur debts, liabilities, or obligations as may be permitted by law, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of either of the Parties to the extent and in the manner permitted by law, and borrow money and, from time to time, make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority; and providing that all debts, liabilities, and obligations of the Authority shall be limited to or secured only to the extent of the Authority's assets; and further providing that no obligation of the Authority shall be or become an obligation of either of the Parties without the express written consent of such party.
- 5.5.17 To apply for, accept, receive, and disperse grants, loans and other aid from any governmental entity or political subdivision thereof.
- 5.5.18 To invest any unexpended funds that are not required for the immediate operation of the Authority, as the Authority determines, is advisable, in accordance with the laws of the State of Idaho.
- 5.5.19 To administer and enforce the Fire Code adopted by the Parties, and as adopted or consented to by other municipalities and counties within the Authority's service area.
- 5.5.20 To provide ambulance services or to contract with a provider of ambulance services within the Authority's service area through any lawful means, including but not limited to an exclusive service agreement, performance standards or other provisions as deemed appropriate by the Board.
- 5.5.21 To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.
- 5.5.22 To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority in the manner provided by law.
- 5.5.23 To own, operate, and maintain real and personal property and facilities

in common with others, and to conduct joint, partnership, cooperative, or operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other operations with others.

5.5.24 To act as agent on behalf of the Parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the parties or any other party, to the extent permitted by law and the terms of such contracts and agreements.

5.5.25 To carry out and enforce all provisions of this Agreement.

5.5.26 Idaho Tort Claims Act. As a separate governmental entity created pursuant to Idaho Code § 67-2328, the Authority shall receive and enjoy all of the privileges, immunities and defenses afforded under federal or state constitutional, statutory or common law, including but not limited to, those provided to a “public entity” under the Idaho Tort Claims Act, Idaho Code § 6-9 *et seq*

5.6 Meetings of the Board.

5.6.1 Notice of Meetings. The Board shall annually designate, at its first regular meeting of each calendar year, the public posting locations within the boundaries of the Authority for providing full and timely notice to the public of all regular and special meetings. In accordance with Idaho Code § 74-204, such notice shall be posted at least seventy-two (72) hours prior to the Board meeting in three locations within each jurisdiction and the clerk and recorder’s office for Blaine County and when possible, shall include specific agenda information in accordance with Idaho Code § 67-2328.

5.6.2 Meeting Locations. The Board intends to alternate regular meeting places between two designated locations, one located in the City of Ketchum and one located in the Wood River Fire Protection District.

5.6.3 Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by the Board.

5.6.4 Special Meetings. The Board may conduct special meetings, which may be called by the Board at such times as it may determine to be necessary, provided that notice of the time, place, and business of such meeting is provided to the public in accordance with this Agreement.

5.6.5 Open Meetings. All meetings of the Board shall be open to the public, except that the Board may go into executive session in accordance with Idaho Code § 67-2328 (3).

- 5.6.6 Electronic Attendance. If approved by the Board, the Members may participate by telephone or other technology that allows them to participate in a meaningful manner, so long as meetings are open to the public and the Board is not acting in a quasi-judicial capacity. However, only Members physically present at the meeting shall be counted for purposes of establishing a quorum and no Member participating electronically shall be permitted to vote on issues before the Board.
- 5.6.7 Minutes. The Secretary shall cause all minutes of the meetings of the Board to be kept and shall, prior to the next meeting, provide a draft of the minutes to each Member of the Board for consideration at the next meeting.
- 5.6.8 By-Laws. The Board may adopt such by-laws, rules, and regulations as necessary for the conduct of its meetings and affairs.

5.7 Officers. The board shall elect a chairperson, secretary, and treasurer from the board.

- 5.7.1 The designated chairperson shall sign all contracts and agreements on behalf of the Authority, except those contracts and agreements that may be delegated to the fire chief.
- 5.7.2 The secretary shall attest to all minutes of the board and to all contracts and agreements as may be approved by the board.
- 5.7.3 The treasurer shall keep or cause to be kept strict and accurate of all moneys received by and disbursed by the authority.

5.8 Fire Chief. The Board shall appoint the fire chief to manage the Authority ("Fire Chief"). On Behalf of the Authority, the Fire Chief shall fulfill all the responsibilities currently being performed for the Cities and Districts and shall be subject to the supervision and oversight of the Board. Those powers not delegated to the Fire Chief shall be reserved for the Board. In addition to those powers and responsibilities which are specifically delegated by the Board, the Fire Chief shall have all powers and authorities provided to a fire chief under Idaho law and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services and personnel, in the manner typically associated with a fire and emergency rescue agency. The Fire Chief shall have the authority to oversee maintenance and operation of all facilities and to make such personnel decisions as deemed appropriate, including without limitation, decisions as to hiring, oversight, daily staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Fire Chief, termination.

6. Budget and Financing.

6.1 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 Authority, which may be amended from time to time.

6.2 Financing. Unless otherwise agreed by the Joint Board and all Parties, each Party shall fund and support the Authority in substantially the same manner and at the same levels that each Party currently funds and supports their respective fire and emergency services. The annual funding level for fiscal year 2025 shall be as follows:

6.2.1 Ketchum: \$1,502,476

6.2.2 Wood River: \$1,188,305

6.3 Payments. The BCFRA shall invoice each Party monthly for 1/12th of the annual appropriations.

6.4 Annual Increase. The Parties agree that the annual payments shall increase by 3% annually for the first three years, starting on October 1 of each year.

6.5 Initial Contributions – Reserve Funding. Each agency agrees to deposit the equivalent of three months' contributions no later than September 1, 2024, to form an operating reserve. The BCFRA Board may elect to repay those pre-payments by reducing monthly payments at a rate of one payment per year for three years.

6.6 Initial Contributions – Liabilities. Each party shall provide payment to the BCFRA equal to the accrued liability of annual leave, comp time, sick leave and any unfunded retirement or deferred compensation in existence as of September 30, 2024.

6.7 Fees for Service – Fire Prevention. Where the BCFA provides plan reviews, inspections, code enforcement or other services, the parties agree to enter into a separate professional services agreement that addresses scope of services, fees, performance measures, and other applicable contract provisions prior to performance of said services. Where the BCFA provides said services to an independent contractor, property owner, or resident that is outside the professional services agreement, BCFA reserves the right to bill the contractor, owner, or resident directly according to the fee schedule attached as Appendix A.

6.8 Fees for Service – Equipment Hire. The BCFRA shall have authority to assign the party's equipment to event coverage, preventative standby or incidents under a hire agreement. Any net funds for use of the party's equipment shall be distributed at a rate of 75% to the BCFRA for operating, maintaining and repairing the equipment, and 25% to the party for eventual capital replacement. Repair of any equipment used on a hire basis shall not be the responsibility of the party as outlined below.

6.9 Supplemental Appropriations. In the event that substantial changes in conditions occur, the Authority may request supplemental appropriations from one or more parties. Substantial changes can include but are not limited to 1) an increase in calls for service greater than 12% per year for two or more consecutive years; or 2) a request by any Party to increase the level of service provided.

6.10 Non-Appropriation. All financial obligations and contributions incurred pursuant to this agreement are expressly contingent to the annual appropriation of funds by each party. Upon the event of non-appropriation by any Party, that Party shall be deemed to

have terminated their participation in this agreement, as of the first day in which funds have not been appropriated. Any board members appointed to the board by the non-appropriating party shall be removed from the board immediately and shall have no voice or vote in subsequent Authority actions. The non-appropriating Party shall notify the Authority within seven (7) days after any final action of non-appropriation. The authority shall adjust the level of service provided at its sole discretion, including but not limited to ceasing service within the boundaries of the non-appropriating party. Should non-appropriation cause a need for reduction in staffing, the authority shall have sole discretion in determining which employees are terminated. Property of the non-appropriating Party shall be returned to the non-appropriating party within thirty (30) days, and the Authority will vacate all premises of the non-appropriating Party within sixty (60) days. Any non-appropriating Party shall forfeit and have no claim to any Reserve Funding as described in section 6.5, unless otherwise agreed to by and between the Party and the Authority. Any non-appropriating Party shall forfeit and have no claim to any Liability Funding as described in section 6.5, unless otherwise agreed to by and between the Party and the Authority.

6.11 Records and Accounts. The Authority shall provide for the keeping of accurate and correct books of account, showing in detail the capital costs, cost of special services, maintenance and operating costs and all financial transactions of the Authority which books of account shall correctly show any receipts and also any costs, expenses or charges paid to or to be paid by each of the Parties. Said books and records shall be open to inspection at all times during normal business hours by any representative of either Party or by the accountant or other person authorized by either Party to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis. The Board shall present the result of such audit to the Parties not later than thirty (30) days after receipt.

7. Personnel

7.1 Party Employees. The Authority agrees to hire all persons who are full-time employees of any Party on the effective start date of operations, or upon such date as a Party enters into the Authority. Personnel shall be placed in positions where there is a need. No employee will have a guarantee of holding the same position in the Authority as they held in a Party.

7.2 Pay and Benefits. Pay and benefits for all represented staff shall be negotiated between the Board and IAFF local 3426 prior to the operational start date of October 1, 2024. In event a collective bargaining agreement has not been reached, operational start shall be delayed until the agreement is reached. Pay for non-represented employees shall be at a wage no less than the wage paid to them by the party employing them prior to start.

7.3 Part time and Paid on Call Employees. The Authority agrees to hire part-time employees into appropriate positions where needed by the Authority. The authority agrees to hire all Paid On-Call employees of the parties.

7.4 Seniority. All of the time an employee has spent with any Party shall be considered as time spent with the Authority for the purpose of determining any seniority, conditions and benefits received from the Authority.

7.5 Rules and Regulations. During the term of this agreement, all employees hired by the Authority shall be subject to the rules, policies, terms and conditions of employment as stated in the Authority Policies, Rules and Regulations, as amended from time to time.

7.6 Separation. If a Party separates from the Authority or the Authority is terminated, the Parties agree to hire the employees into positions for which the employee is qualified ahead of all other applicants. Each employee may apply to be hired into any Party upon termination.

8. Acquisition, Holding and Disposing of Property.

8.1 Ownership 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.

8.2 Lease of Equipment. The authority shall enter into a lease to operate all Party owned equipment with the party for the duration of the agreement, or until disposal by the party of the equipment. The annual lease fee for equipment shall be \$1.

8.3 Maintenance and Repair of Property. The Authority shall be responsible for routine inspection and maintenance of the Parties' equipment. This shall include minor repairs up to \$999. All repairs requiring \$1,000 or more to complete shall be the responsibility of the Party owning the equipment, unless the repair was caused by negligence on the part of the Authority.

8.4 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.

8.5 Property at 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. Property purchased by the Authority shall be divided amongst the parties equitably.

9. Delegation of Powers.

9.1 Each of the Parties delegates to the Authority the power, duty and responsibility to maintain, operate, manage and control all of the facilities, equipment, resources and property of the individual Parties, including without limitation, all fire stations, land, buildings and firefighting, emergency medical and rescue equipment, and to employ the necessary personnel and do any and all other things necessary or desirable to provide continued efficient and economical fire protection services to all persons and property within the respective territorial limits of the Parties, which area shall be considered the jurisdiction of the Authority.

9.2 The Authority is hereby empowered to provide fire protection and emergency rescue services to persons and property outside the boundaries of District of the

Authority by agreement in exchange for payment or reciprocal services, as long as such additional services can be provided through the use of existing facilities, equipment, resources, and personnel of the Authority per mutual aid and auto aid agreements.

10. **Level of Service.** The parties all agree that the Authority shall have the right to determine Level of Service provided, including staffing levels, placement and utilization of resources, operating policies, and procedures. The Parties waive authority to specify Level of Service, except in negotiation for funding for any newly requested Level of Service, or any new missions. The Authority agrees to provide monthly reports of Level of Service to include call frequency, response times, staffing, losses, transports, and other pertinent information.

11. **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.

12. **Insurance.** The Authority 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, acts, omissions or performance, included 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.*). The Authority shall list the Parties as “also named” coverage 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.

13. **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.

14. **Termination or Withdrawal.**

14.1 **Termination by Non-Appropriation.** Any termination by non-appropriation shall be as described in Section 6.5.

14.2 **Withdrawal by a Party.** Any party wishing to withdraw from this agreement may do so by notifying the other parties in writing no less than six (6) months in advance. Upon notice of intent to withdraw, the board member(s) representing the withdrawing party may remain on the board, however will be prohibited from voting on any budget, resolution or action that would extend beyond the date of withdrawal. The authority shall have the sole responsibility for determining the level of service following the withdrawal of a Party, and the withdrawing Party

shall not be permitted to vote on those actions.

14.3 Personnel on Withdrawal. The Authority shall have the sole responsibility for determining if any employees and which employees may be separated for lack of funding, and the withdrawing Party may not be permitted to vote on those actions. The withdrawing Party may request negotiation of transfer of sick leave and annual leave with the Authority, however the Authority has the sole discretion to agree or deny any proposal.

14.4 Property on Withdrawal. All property owned by a withdrawing Party shall remain the property of the Withdrawing Party. All property purchased by the authority shall remain with the authority upon withdrawal of any Party. The Authority shall vacate any facilities owned by a withdrawing Party no later than six (6) months after notice to withdraw is served.

14.5 Termination of Agreement. Upon agreement by all Parties to terminate the agreement, the Authority shall be dissolved.

14.6 Personnel on Termination. The Parties agree to hire Authority employees qualified for a position ahead of any other candidate, including internal candidates, for a period of two years after dissolution. The Authority agrees to fund liabilities for sick leave and annual leave back to the Parties, or purchase out remaining leave in accordance with Authority policy before lay off. Employees may select employment at any Party at their discretion.

14.7 Property on Termination. Upon agreement by all Parties to terminate the agreement, all property owned by a Party shall remain the property of that Party. All property purchased by the authority shall be divided between the Parties proportionate to their annual contribution at the latest year prior to termination. The value of the property to be divided shall be calculated based on purchase price less straight line depreciation. Selection of property shall be negotiated between the Parties, or lots shall be drawn if agreement cannot be reached.

15. Miscellaneous Provisions.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

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

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.



FIRE RESCUE JOINT POWERS AGREEMENT

January 11, 2024 | Update

Agenda

- Review Consolidation Progress
- Discuss Consolidation Options
- Review Timelines
- Identify Needed Council Decisions



Why Consolidate?



McGrath Study 2006

“The consultants recommend that the Cities enter into a full consolidation and govern the newly formed district under a “Joint Powers” agreement....”



ESCI Study 2011

“we recommend that...Bellevue,
Hailey and Wood River Fire jointly
adopt the outcome of consolidation
as the regional vision”



Benefits

- Reduced Administrative Costs
- Improved Training
- Reduced Duplication
- Better Service



Benefits

- Reduced Administrative Costs
 - Fewer fire chiefs
 - Fewer fire marshals
 - Fewer assistant chiefs



Benefits

- Improved Training
 - One training officer
 - Standardized lesson plans
 - More joint training



Benefits

- Reduced Duplication
 - Joint fire stations
 - “Right sized” fleet
 - Common supply and EQ purchasing



Benefits

- Better Service
 - Paramedics where we need them
 - Common operating guidelines
 - More flexibility to move resources



Blaine County Fire Rescue Authority



Options

- Contract for Services
- Joint Powers Agreement
- Annexation



Joint Powers Agreement

- Allows joint oversight
- Allows for “proof of concept”
- Option to leave
- City retains ownership
- Intent is for eventual merger



Principles

- All agencies invited
- Open to agencies in the future
- Job losses only by attrition
- No decrease in service level



Timeline



JPA Board

- Must include one or more representative of each agency
- Can be equal or weighted
- May include member “at large”



Level of Service

- Can be: “Defined contribution” – amount is fixed, service is what the Authority can afford
- Or “Defined service” – council decides service, Authority bills accordingly



Contributions

- Currently based on past budgets
- Includes 3% annual increase
- Reserve Funds – as “start up”
- Liability Funds – to cover sick leave and vacation



Fire Chief

- JPA Board responsible for hiring
- No “anointed king”
- Recommend national search



Policy Direction

- Timeline
- Board Composition
- Level of Service
- Other: Adjustments to JPA?



Recommended Next Steps

- Joint Meeting with fire commissioners
- Adoption of the JPA
- Continued work with other jurisdictions

