

RESOLUTION NUMBER 782

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT FOR MENTAL HOLDS ENTERED INTO BETWEEN BLAINE COUNTY, BLAINE COUNTY PROSECUTING ATTORNEY'S OFFICE, BLAINE COUNTY SHERIFF'S OFFICE, THE CITY OF BELLEVUE, THE CITY OF HAILEY, THE CITY OF KETCHUM, THE CITY OF SUN VALLEY AND EACH OF THE ABOVE ENTITIES' LAW ENFORCEMENT DEPARTMENTS.

WHEREAS, each of the parties hereto, as a "public agency" is entering into this Mutual Aid Agreement under and pursuant to Idaho Code as set forth in the Agreement; and

WHEREAS, each of the parties have an interest in, own and maintain equipment for, and employ personnel who are trained in providing law enforcement, protection and control; and

WHEREAS, the parties recognize that maintaining custody of persons detained for several hours on involuntary mental holds involves mutual cooperation between everyone involved; and

WHEREAS, the parties seek to insure that the detained person is under continuous control and observation of a law enforcement officer, without having him compromise public safety by neglecting his regular patrol duties.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho:

1. That the City Council of the City of Ketchum hereby finds that said Agreement is in the best interest of said City and the inhabitants thereof in order to protect and promote the public health, safety and welfare; and, that said Agreement is in accordance with and authorized by the laws of the State of Idaho.


2. The City Council of the City of Ketchum, Idaho, hereby authorizes and instructs the Mayor of said City to execute the Mutual Aid Agreement on behalf of the City of Ketchum, Idaho.

DATED this 16th day of July, 2001.

ATTEST:


Sandra E. Cady, City Clerk

CITY OF KETCHUM, IDAHO

By: 
David C. Hutchinson
Acting Mayor

THE CITY OF MURCHISON, IDAHO
DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE
RESOLUTION PASSED BY THE CITY COUNCIL ON THE 15th DAY OF MARCH, 1958.
ATTEST: _____
CITY CLERK

WITNESSED MY HAND AND SEAL OF OFFICE THIS 15th DAY OF MARCH, 1958.

CITY CLERK

CITY CLERK

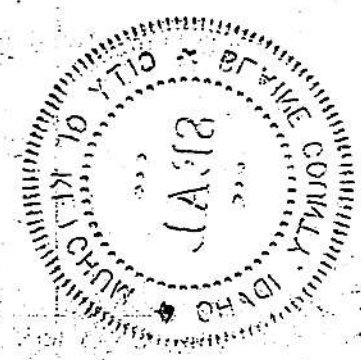
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MUTUAL AID AGREEMENT
(Joint Exercise of Power Agreement)

AGREEMENT entered into between Blaine County, with a mailing address of 206 1st Avenue S., Suite 300, Hailey, ID 83333, the Blaine County Prosecuting Attorney's Office, with a mailing address of 201 2nd Ave. S., Suite 100, Hailey, ID 83333, the Blaine County Sheriff's Office, 210 1st Ave. S., Hailey, ID 83333, the City of Bellevue, with a mailing address of P.O. Box 449, Bellevue, ID 83313, the City of Hailey, with a mailing address of 115 South Main Street, Suite H, Hailey, ID 83333, the City of Ketchum, with a mailing address of P.O. Box 2315, Ketchum, ID 83340, and the City of Sun Valley, with a mailing address of P. O. Box 416, Sun Valley, ID 83353, and each of the above entities' law enforcement departments, all being political subdivisions, or governmental entities, of or within the State of Idaho, herein referred to as "party or parties."

WITNESSETH:

WHEREAS, each of the parties hereto is a "public agency" as defined by Idaho Code Section 67-2327, and is therefore authorized to enter into a Joint Exercise of Powers Agreement under Idaho Code Section 67-2328; and

WHEREAS, each of the parties, as a "public agency," is entering into this Joint Exercise of Powers Agreement under and pursuant to Idaho Code Section 67-2338 and by resolution or ordinance duly enacted by each party pursuant to Idaho Code Section 67-2328(b); and

WHEREAS, each of the parties is authorized to enter into mutual assistance compacts under Idaho Code Section 67-2337; and

WHEREAS, each of the parties hereto have an interest in law enforcement, protection, and control; and

WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide law enforcement, protection and control; and

WHEREAS, the parties recognize that maintaining custody of persons detained on involuntary mental holds pursuant to Idaho Code Section 66-326 involves cooperation between law enforcement, hospital staff, and designated examiners; and

WHEREAS, under certain circumstances, a detained person may have to wait several hours before a designated examination can be effectively performed due to alcohol intoxication, drug use or other reason for delay; and

WHEREAS, the parties seek to insure that the detained person is under the continuous control and observation of a law enforcement officer without compromising public safety by having an officer neglect his regular patrol duties;

NOW, THEREFORE, subject to the limitations of this Agreement and in order to provide the above mutual aid assistance between the parties, it is hereby agreed under and pursuant to Idaho Code Sections 67-2328 and 67-2337 as follows:

1. DURATION OF AGREEMENT: This Agreement shall not be effective until it is approved by the official or public agency having powers of control, pursuant to Idaho Code Section 67-2330. It shall continue in full force and effect for a period of two (2) years and continue thereafter or until any party withdraws from this Agreement, by thirty (30) days written notice to all other parties hereto. If one party withdraws from this Agreement, it shall continue in full force and effect as to all other parties until terminated by them.

2. PURPOSE – OFF-DUTY CUSTODIAL ASSISTANCE: The purpose of this Agreement is to create an on-call list of law enforcement officers who may be called by the Blaine County Sheriff dispatch to assist in maintaining custody over persons held on an involuntary basis pursuant to Idaho Code Section 66-326 prior to transport to an approved mental health facility. Furthermore, it is the intent of this agreement to provide support and relief for on-duty officers who may be taken away from regular patrol duties when detaining a person pursuant to Idaho Code Section 66-326 and that person is taken to the hospital awaiting evaluation by a designated examiner.

3. MANNER OF FINANCING AND BUDGET: Participating officers shall be paid \$30.00 per hour for time spent monitoring an involuntarily detained person pursuant to this Agreement. The County agrees to allocate five thousand dollars (\$5,000.00) per fiscal year during the term of this agreement, which shall be used to compensate the respective City/County entity for the responding officer's time in accordance with the terms of the agreement herein. The County shall pay the \$30.00 hourly rate to the City employing the officer responding from the on-call list pursuant to paragraph number 2 of this agreement. Should the County deplete the allocated five thousand dollars (\$5,000.00) at any time during the fiscal budget year and prior to the beginning of a new fiscal year, the Cities shall be immediately notified in writing. Upon receipt of written notification by the County that the allocated funds are depleted, the Cities reserve the right to immediately withdraw from this agreement upon giving written notice to the County. Said payments shall be made on a monthly basis. There shall be no joint financing of activities under this Agreement except as expressly provided herein or by written amendment of this Agreement between the respective parties regarding a specific event or occurrence. Each party agrees to be responsible for the payment of benefits for its employees who provide services under this Agreement. Each party shall independently budget for expected expenses under this Agreement.

4. ADMINISTRATOR OF MUTUAL AID: Pursuant to Idaho Code Section 67-2328(d)(1), the parties designate the Blaine County Prosecuting Attorney, the Blaine County Sheriff, and the chief law enforcement officer of each of the Cities of Bellevue, Hailey, Ketchum and Sun Valley, to be named to a joint board to administer this Agreement. Each board member shall receive no additional compensation other than as an employee of one of the parties. It shall be the duty of the members of the joint board as representatives of each party to oversee the activities and mutual aid efforts of the parties under this Agreement.

5. DESIGNATION OF PARTICIPATING OFFICERS: Throughout the term of this Agreement, each of the parties, through their respective law enforcement chief, may designate certain police officers to serve on the on-call list. Such personnel shall remain the employee of their employer for all purposes, including but not limited to, the payment of regular wages and their entitlement to the benefits of their employment. Further, as provided by Idaho Code Section 67-2338, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to participating personnel to the same degree and extend while engaged in the performance of any of their functions and duties extraterritorially.

6. STANDARD OF CONDUCT: Each officer providing assistance shall maintain the standard of professional conduct as required by the standards of the requesting or lead law enforcement agency. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the joint board by a majority vote may remove a particular officer from the on-call list at any time.

7. LIABILITY: The original, employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.

8. MUTUAL HOLD HARMLESS: Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.

9. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

10. NO SEPARATE LEGAL ENTITY CREATED: This Agreement does not establish a partnership, joint venture or any other separate legal entity.

11. SEPARATE RESPONSIBILITY: Pursuant to Idaho Code Section 67-2328(d)(3), the parties acknowledge that this Agreement shall not relieve any party hereto 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.

12. ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire understanding of the parties, and may be modified only by subsequent written agreement duly executed by the parties hereto.

13. ADDITIONAL DUTIES NOT CREATED. This Agreement establishes a mechanism for the prolonged detention and observation of persons incapable of examination by a designated examiner. It is not intended to, and does not, create any duty to act, or to refrain from acting, which does not otherwise exist at law. A violation of this Agreement shall not subject the person involved, his or her agency, or his or her City, or County, or County elected official to any civil liability.

14. THIRD-PARTY RIGHTS NOT CREATED. This Agreement is not intended to, and does not, create any third party beneficiary rights.

15. CONFLICT WITH PROVISIONS OF LAW. Nothing in this Agreement shall authorize any practice, conduct or omission that is contrary to provisions of Idaho law.

16. SUCCESSORS AND ASSIGNS. This Agreement inures to the benefit of and will be binding upon the parties and their respective successors and permitted assigns.

17. COUNTERPARTS. 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.

IN WITNESS WHEREOF, the parties hereto have caused their officials to execute this Agreement, which shall be effective as of the _____ day of _____, 2001.

BELLEVUE MARSHAL'S OFFICE

By: _____
Randy Tremble
Bellevue Marshal

BLAINE COUNTY SHERIFF'S OFFICE

By: _____
J. Walt Femling
Blaine County Sheriff

HAILEY POLICE DEPARTMENT

By: _____
Brian McNary
Hailey Chief of Police

KETCHUM POLICE DEPARTMENT

By: _____
Cal Nevland
Ketchum Chief of Police

SUN VALLEY POLICE DEPARTMENT

By: _____
Cameron Daggett
Sun Valley Chief of Police

BLAINE COUNTY PROSECUTING ATTORNEY

By: _____

Jim J. Thomas
Blaine County Prosecuting Attorney

BLAINE COUNTY

By: _____

Mary Ann Mix, Chairman
Board of County Commissioners

Attest: _____
Marsha Riemann, Clerk

CERTIFICATE OF VERIFICATION

STATE OF IDAHO)
) ss
County of Blaine)

On this ____ day of _____, 2001, before me, the undersigned, a notary public for the state of Idaho, personally appeared MARY ANN MIX, known to me to be the Chairman of the Board of County Commissioners of Blaine County, a political subdivision which executed the foregoing instrument, and acknowledged to me that she executed the same on behalf of said political subdivision.

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

(seal)

Notary Public for Idaho
Residing at: _____
Commission Expires: _____

CITY OF BELLEVUE

By: _____
John Barton
Mayor of Bellevue

CERTIFICATE OF VERIFICATION

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____, 2001, before me, the undersigned, a notary public for the state of Idaho, personally appeared JOHN BARTON, known to me to be the Mayor of the City of Bellevue, a municipal corporation which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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

(seal)

Notary Public for Idaho
Residing at: _____
Commission Expires: _____

CITY OF HAILEY

By: _____
Brad Siemer
Mayor of Hailey

CERTIFICATE OF VERIFICATION

STATE OF IDAHO)
) ss
County of Blaine)

On this ____ day of _____, 2001, before me, the undersigned, a notary public for the state of Idaho, personally appeared BRAD SIEMER, known to me to be the Mayor of the City of Hailey, a municipal corporation which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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

(seal)

Notary Public for Idaho
Residing at: _____
Commission Expires: _____

CITY OF KETCHUM

By: *[Signature]*
Guy Coles
Mayor of Ketchum
D.H. - King

CERTIFICATE OF VERIFICATION

STATE OF IDAHO)
) ss
County of Blaine)

On this 25 day of July, 2001, before me, the undersigned, a notary public for the state of Idaho, personally appeared ~~GUY COLES~~ *David Hutchinson*, known to me to be the Mayor of the City of Ketchum, a municipal corporation which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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

[Signature]
Notary Public for Idaho
Residing at: Ketchum ID
Commission Expires: 11-20-2001

(seal)

CITY OF SUN VALLEY

By: _____
David Wilson
Mayor of Sun Valley

CERTIFICATE OF VERIFICATION

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____, 2001, before me, the undersigned, a notary public for the state of Idaho, personally appeared DAVID WILSON, known to me to be the Mayor of the City of Sun Valley, a municipal corporation which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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

Notary Public for Idaho
Residing at: _____
Commission Expires: _____

(seal)