

RESOLUTION 04-06

RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING A  
INTERMOUNTAIN MUTUAL AID AGREEMENT AND AUTHORIZING THE  
MAYOR TO SIGN

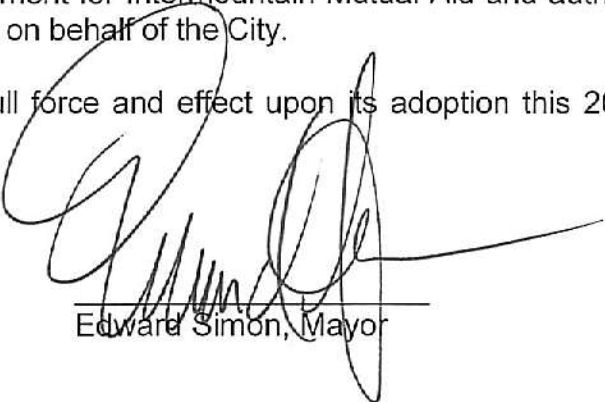
WHEREAS, the Mayor and City Council have recognized the need to cooperate with other agencies and participate in mutual aid agreements, especially those related to emergency services, fire and life safety, and law enforcement, and;

WHEREAS, this agreement will allow the Fire Department to send and receive emergency resources in time of need, and;

WHEREAS, the Fire Chief has reviewed the agreement and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, that the Ketchum City Council approves the attached agreement for Intermountain Mutual Aid and authorizes the Mayor to sign this agreement on behalf of the City.

This Resolution will be in full force and effect upon its adoption this 20th day of January, 2004.



Edward Simon, Mayor

Attest:



Sandra Cady, CMC  
City Treasurer/Clerk



ADMINISTRATIVE SERVICES DIVISION  
CITY OF KETCHIKAN  
1000 1/2 STREET

TO: [Illegible]

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# Intermountain Regional Mutual Assistance Agreement



*Mutual Aid*



**INTERMOUNTAIN REGIONAL MUTUAL ASSISTANCE AGREEMENT**  
**[A Mutual Aid and Joint Exercise of Power Agreement]**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Parties as herein this Agreement defined.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth above which are a material part of the Agreement, the Parties agree as follows:

**SECTION 1**  
**DEFINITIONS**

- 1.1 **Agreement:** Means and refers to this Agreement.
- 1.2 **Ambulance District:** Means and refers to any Ambulance Service District which is a Party to this Agreement.
- 1.3 **Central Notice:** Means and refers to the Bureau of Disaster Services of the State of Idaho and for purposes of the joint exercise of power provisions of state law shall serve as the administrator.
- 1.4 **City:** Means and refers to any City which is a Party to this Agreement.
- 1.5 **EMS:** Means and refers to Emergency Medical Services.
- 1.6 **EMS Resources:** Means and refers to personnel and/or equipment which provide licensed Emergency Medical and/or Ambulance Services.
- 1.7 **Fire District:** Means and refers to any Fire Protection District which is a Party to this Agreement.
- 1.8 **Incident:** Means and refers to a fire and/or medical emergency and/or disaster and/or other state of emergency which occurs within any of the boundaries of the Parties to the Agreement which requires more Resources and/or EMS Resources, as the case may be, than the Party can reasonably provide by itself.
- 1.9 **Incident Command:** Means and refers to the assumption of deployment of a Responding Party's resources by the Requesting Party which occurs at such time as the Responding Party's Resources report to the Requesting Party at the Incident.

1.9.1 Incident Command may be further defined by an IRMAA Area Protocol developed pursuant to Section 14.7.

1.10 **IRMAA:** Means and refers to this Agreement.

1.11 **IRMAA Protocol:** Means and refers to a written agreement [see section 14.7] by and among some of the Parties to this Agreement within a geographic area served by those Parties providing for protocol/s of their Requests and Responses to an Incident occurring within that geographic area defined in the IRMAA Protocol.

1.12 **Licensed:** Means and refers to the regulation and requirement to be licensed and/or certified by the State of the Party as a condition of rendering Emergency Medical and/or Ambulance Services.

1.13 **Party/Designee:** Means and refers to a Party's designation pursuant to Section 4.6 of this Agreement of the person/s to work jointly with the other parties to administer the cooperative undertaking established in this Agreement.

1.14 **Party/Parties:** Means and refers to any Potential Party/Parties who have completed the actions as required in Section 14.5 to become a Party to this Agreement.

1.15 **Personnel:** Means and refers generically to any volunteer and/or employee of a Party.

1.16 **Potential Party/Parties:** Means and refers to any Ambulance District, City, Fire District or other government entity whether state or federal, and/or subdivision thereof which has Resources and/or EMS Resources and can respond to or otherwise provide support for an Incident.

1.17 **Requesting Party:** Means and refers to any Party to this Agreement which suffers an Incident, and which Party requests of another Party to furnish, loan and dispatch additional resources to aid such Party.

1.18 **Resources:** Means and refers to personnel and/or equipment capable of rendering aid in response to an Incident and includes EMS Resources.

1.19 **Responding Party:** Means and refers to any Party to this Agreement which has been requested by another Party to this Agreement to furnish, loan and dispatch such resources as equipment and personnel under the terms of this Agreement.

## SECTION 2 RECITALS AND STATE LAW PROVISIONS AND PARTY DECLARATIONS

2.1 Each Party Finds:

2.1.1 It is possible that an Incident could occur within the boundaries of any Party; and

2.1.2 It is in the best interests of each of the Parties and the residents, property owners and other persons whom they serve to provide for additional Resources in response to an Incident; and

2.1.3 Potential Parties/Parties have resources and/or are able to provide support in response to an Incident.

2.1.4 They can provide for additional Resources in response to Incidents by a written Mutual Assistance Agreement which serves as a mutual aid and joint exercise of power agreement; and

2.1.5 They can facilitate mechanism or program which funds cost reimbursement for a response to an incident by a written Mutual Assistance mutual aid and joint exercise of power agreement; and

2.1.6 Those Parties domiciled in the State of Idaho have authority to enter into this agreement with other parties domiciled in the State of Idaho and Parties domiciled in other states pursuant to the provisions of Idaho Code Sections 67-2326, 67-2328, 31-1430, and 31-1430(A), and

2.1.6.1 Those Parties which are State Agencies of the State of Idaho have authority to provide mutual aid, including personnel, equipment and other available resources, to assist cities or political subdivisions in accordance with mutual aid agreements or at the direction of the governor pursuant to the provisions of Idaho Code Section 67-2339; and

2.1.6.2 Those Parties domiciled in the State of Idaho who are Ambulance Districts may enter into a cooperative agreement with adjacent counties to provide services within such counties and the provisions of this Agreement shall be considered as such a mutual aid or cooperative assistance agreement pursuant to the provisions of Idaho Code Section 31-3906.

2.1.7 Those Parties domiciled in the State of Oregon have authority to enter into this Agreement with other parties domiciled in the State of Oregon and Parties domiciled in other states pursuant to the provisions of ORS Sections 190.010 and 190.420.

2.1.7.1 Those Parties domiciled in the State of Oregon who participate in or who have formed an Emergency management agency are empowered to perform emergency program management functions within the territorial limits of the county or city and may perform such functions outside the territorial limits as required under any mutual aid or cooperative assistance agreement and the provisions of this Agreement shall be considered as such a mutual aid or cooperative assistance agreement pursuant to the provisions of ORS Section 401.305; and

2.1.7.2 Those Parties domiciled in the State of Oregon which are Rural Fire Protection Districts may operate or acquire and operate, or contract for the operation of, EMS Resources both within and without the boundaries of the district by reason of ORS Section 478.260 . Such Parties may conduct ambulance operations only in conformance with a county plan adopted under ORS 682.205 for ambulance services and ambulance service areas and with rules of the Department of Human Services of the State of Oregon relating to such services and service areas. Service authorized under a county plan includes authorization for a district to provide ambulance services by intergovernmental agreement with any other unit of local government designated by the plan to provide ambulance services and this Agreement therefore serves as an intergovernmental agreement for such Parties to provide EMS Resources.

2.1.8 Those Parties domiciled in the State of Washington have authority to enter into this Agreement with other parties domiciled in the State of Washington and Parties domiciled in other states pursuant to the provisions of RCWA 39.34.030.

2.1.8.1 The adjutant general and the director of each local organization for emergency management in the State of Washington may, subject to the approval of the governor, enter into mutual aid arrangements with emergency management agencies or organizations in other states for reciprocal emergency management aid and assistance in case of an Incident too great to be dealt with unassisted pursuant to the provisions of RCWS 38.52.091.

2.1.8.2 The Governor of the State of Washington may on behalf of the State of Washington enter into mutual aid arrangements with other states and territories, or provinces of the Dominion of Canada and to coordinate mutual aid interlocal agreements between political subdivisions of the state of Washington to respond to an Incident pursuant to the provisions of RCWA 38.52.050.

2.1.8.3 Those Parties domiciled in the State of Washington which are a code city may participate in the creation of local organizations for emergency services, provide for mutual aid, and exercise all of the powers and privileges and perform all of the functions and duties, and the officers and employees thereof shall have the same powers, duties, rights, privileges and immunities as any city of any class, and the employees thereof, have in connection with emergency services as provided in chapter 38.52 RCW in the manner provided by said chapters or by general law pursuant to the provisions of RCWA 35A.38.010.

2.1.9 Those Parties domiciled in the State of Nevada have authority to enter into this Agreement with other parties domiciled in the State of Nevada and Parties domiciled in other states pursuant to the provisions of N.R.S. 277.117 and N.R.S. 277.120.

2.1.10 Those Parties domiciled in the State of Utah have authority to enter into this Agreement with other parties domiciled in the State of Utah and Parties domiciled in other states pursuant to the provisions of U.C.A. 1953 § 11-13-201.

2.1.10.1 Those EMS Resource service providers domiciled in the State of Utah may pursuant to the provisions of U.C.A. 1953 § 26-8a-402 enter into a mutual aid agreement to

allow another EMS Resources service provider to give assistance in times of unusual demand and may respond to an EMS Resources request that originates from the exclusive geographic area of another EMS Resources service provider.

2.1.10.2 Those Parties who are Fire Districts domiciled in the State of Utah may contract with any fire protection district, or with any town, city or municipal corporation or governmental agency or private person or persons to consolidate or cooperate for mutual fire fighting protection and prevention purposes; or, for mutual fire fighting, protection pursuant to the provisions of U.C.A. 1953 § 17A-2-615

2.1.10.3 Those Parties who are political subdivisions domiciled in the State of Utah are authorized to enter into mutual-aid compacts with other political subdivisions within the state of Utah concerning matters involving cooperative disaster response and recovery assistance support pursuant to the provisions of U.C.A. 1953 § 63-5a-9

2.1.11 Those Parties domiciled in states other than Idaho, Nevada, Oregon, Utah and Washington have authority pursuant to the law of their state of domicile to enter into this Agreement.

2.1.12 Those Parties which are created and exist by reason and virtue of Federal Law have authority pursuant to the law of the United States of America to enter into this Agreement.

### **SECTION 3 SUPERSEDEANCE AND TERMINATION OF EXISTING MUTUAL AID AGREEMENTS**

3.1 This Agreement shall supersede and terminate any existing mutual aid/assistance agreement/s [not including agreements referenced in section [14.4] between and/or among the Parties only at such time as the Parties to the existing mutual aid agreement have become Parties to this Agreement.

### **SECTION 4 NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY CREATED/ JOINT EXERCISE OF POWER AGREEMENT PROVISIONS**

4.1 This Agreement does not create any separate legal or administrative entity.

4.2 There shall be no joint board and Central Notice shall serve as the administrator established by this Agreement, which shall serve the special function of the receipt and distribution of notice to the Parties as provided in Section 12 of this Agreement.



4.3 The extent of the performance of this Agreement by any Party is financed by that Party and therefore no budget will be established or maintained collectively by the Parties.

4.4 No property, either real or personal, will be acquired under the terms of this Agreement, and no provisions are herein made for any disposition of property upon termination of this Agreement by all Parties and/or upon the withdrawal of a Party from the Agreement.

4.5 This Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by agreement made hereunder, said performances may be offered in satisfaction of the obligation or responsibility.

4.6 Pursuant to Idaho Code Section 67-2328(d) (1) and RCWA 39.34.030 each party to this Agreement shall designate Party/Designee to work jointly with the other parties to administer the cooperative undertaking established in this Agreement and to provide notice of the same to Central Notice.

4.7 This Agreement shall be filed and opinions obtained in order to comply with joint exercise of power law of the various states as follows:

4.7.1 For Parties Domiciled in the State of Idaho the Agreement will be filed with the Idaho Secretary of State who will request an opinion of the Attorney General of the State of Idaho that this agreement does not violate the provisions of the Constitution of the United States, or the Idaho Constitution and statutes in order to comply with Idaho Code §67-2329 because this Agreement involves parties [public agencies] of two states; and

4.7.2 Before a State Agency of the state of Oregon as defined in ORS section 190.430 (3) becomes a party to this Agreement this Agreement shall be submitted to the Attorney General of the State of Oregon to determine whether this Agreement is in proper form and compatible with the laws of the State of Oregon to comply with ORS section 190.430. The Oregon State Agency shall be responsible for any fees charged by the Attorney General of the State of Oregon to comply with this process.

4.7.3 The State of Washington does not require review of this Agreement by the Attorney General under its joint exercise of power law and in the event such a review is required Central Notice will supply this Agreement for filing and review as may be required upon request of a Party domiciled in the State of Washington subject to that Party tendering any required fee for the filing and review.

4.7.4 Parties Domiciled in the State of Washington who are a Washington Fire Protection District upon becoming a Party to this Agreement shall file a copy of the same with the county auditor as required by RCW 39.34.040.

4.8 This Agreement shall not initially take effect until it has been filed with the Secretary of State of the State of Idaho and an opinion has been requested and obtained by the Secretary of State from the Attorney General of the State of Idaho that this Agreement does not violate the

provisions of the Constitution of the United States, or the Idaho Constitution, or the Statutes of the State of Idaho, in accordance with the provisions of Idaho Code Section 67-2329, and not until the Attorney General of the State of Oregon shall have determined that the Agreement is in proper form and compatible with the laws of the State of Oregon in accordance with the provisions of ORS 190.430 (1).

4.9 Prior to becoming a Party to this Agreement, any Potential Party in any state other than Idaho, Oregon and Washington shall comply with any notice or opinion to a state agency as required and provided by the state law of the state of domicile of the Potential Party, and evidence of the completion of that process or that such process is not required shall be provided to Central Notice by the Potential Party together with a copy of the law of the state of their domicile that authorizes them to be a Party to this Agreement.

## SECTION 5 WORKERS' COMPENSATION COVERAGE

5.1 The Parties to this Agreement agree to maintain at all times coverage for workers' compensation which is required by the Workers' Compensation law of the State within which they are domiciled and will not respond to a request out of state unless the workers' compensation coverage provided by that Party provides coverage to its Personnel for a response in the state of the Requesting Party.

5.1.1 The parties agree that for purposes of workers' compensation coverage and benefits that each party shall provide their personnel [employees as defined in the workers' compensation law of the state of the Party's domicile] benefits for workers' compensation injuries under the laws of the state of the domicile of the Party and in compliance with any then existing reciprocal agreements for extraterritorial coverage for workers' compensation claims between the state of the Party's domicile and the state within which the Party responds to an Incident.

5.2 As provided in Senate Bill 507 of the 2001 regular session of the Oregon Legislative Assembly, any Party which responds to an Incident in the State of Oregon at the time of the response is either an employer that complies with ORS 656.017 or is an employer that is exempt under ORS 656.126.

## SECTION 6 MUTUAL AID REQUEST

6.1 **Mutual Aid Request:** Whenever a Party to this Agreement suffers an Incident, it may make a request for Resources and/or EMS Resources of the other Parties in accordance with the following:

6.1.1 **Mutual Aid Request Protocol:** The REQUESTING PARTY shall first call the Party whose Resources and/or EMS Resources are nearest the location of the Incident, and if the

Incident requires additional Resources and/or EMS Resources the Requesting Party may then make a request for Resources and/or EMS Resources upon additional Parties in the order of closest Resources and/or EMS Resources proximity to the location of the Incident.

6.1.2 **Release of Mutual Aid:** It shall be the responsibility of the REQUESTING PARTY to release the Resources and/or EMS Resources loaned by the RESPONDING PARTY in a timely manner so as to insure that the Resources and/or EMS Resources loaned by the RESPONDING PARTY are not needlessly detained. Upon completion of the work on an Incident each Party participating shall render such assistance and help as is necessary to return all Resources and/or EMS Resources to the owners.

6.1.3 The REQUESTING PARTY shall be responsible for the replacement of any special fire extinguishing agents used by a RESPONDING PARTY unless otherwise agreed upon.

6.1.4 Except as otherwise herein specified, the REQUESTING PARTY shall not be liable for any compensation to any RESPONDING PARTY for Resources and/or EMS Resources provided under the terms of this Agreement.

6.1.4.1 In the event there is a mechanism or program which funds cost reimbursement for a response to an incident and subject to the consent of the Requesting Party each Responding Party may provide to the Requesting Party the current labor and equipment rates of the Responding Party for the response to an Incident, and in the event the mechanism or program for cost reimbursement will facilitate payment, this Agreement shall be considered an agreement to pay such costs upon the condition the costs are reasonable and only to the limit that the mechanism or program for cost reimbursement will pay the same.

6.1.5 The REQUESTING PARTY shall be solely responsible for any loss or risk of liability to third parties, including costs and reasonable attorney fees arising out of and limited to claims based upon the Requesting Party's exercise of Incident Command of the Resources.

## SECTION 7 MUTUAL AID RESPONSE

7.1 **Mutual Aid Response Considerations:** Each Party agrees subject to the considerations and limitations herein the Agreement provided for to furnish, loan and dispatch to an Incident in the aid of the REQUESTING PARTY such Resources in accordance with this Section as the RESPONDING PARTY in its discretion shall determine it may reasonably furnish.

7.1.1 Special considerations as to whether or not to respond may include but are not limited to the following:

7.1.1.1 The RESPONDING PARTY'S need to provide such Resources within its boundaries; and/or

7.1.1.2 The RESPONDING PARTY'S ability to legally provide EMS Resources in circumstances when the REQUESTING PARTY is in a State other than the domicile of the RESPONDING PARTY and the request for assistance involves EMS Resources [considering Licensed requirements of the State of the Requesting Party]; and/or

7.1.1.3 The RESPONDING PARTY'S ability to comply, when the REQUESTING PARTY is in a State other than the domicile of the RESPONDING PARTY, with Section 5 of this Agreement to provide worker's compensation coverage for its Resources in the State of the REQUESTING PARTY; and/or

7.1.1.4 The RESPONDING PARTY'S potential for exposure to third party liability claims in amounts in excess of the coverage required and provided to the Responding Party in compliance with Section 8.1.5 herein when the REQUESTING PARTY is in a State other than the domicile of the RESPONDING PARTY; and/or

7.1.1.5 The REQUESTING PARTY is not compliance with the provisions of Section 8.1 of this Agreement; and/or

7.1.1.6 When the location of the Incident is within the boundaries of a Party which does not provide the type of Resources requested and/or is within the boundaries of a Party which does not have reasonably sufficient Resources and the REQUESTING PARTY is not willing and/or able to facilitate Resource cost reimbursement pursuant Sections 6.1.4 and/or 9.1 of this Agreement. *[The intent of this provision is to remind the Parties that a Party may in its discretion determine not to respond: a) to an area which does not have tax supported Resources of a Party and of the type requested and there is no plan for reimbursement of the Responding Party. Most likely circumstance is when an Incident is within an area not within a City or Fire District where a request for fire suppression resources has been made by a Party that does not provide fire suppression resources; or b) to an Incident within the boundaries of Party that does have tax supported Resources which are not reasonably sufficient].*

7.2 The RESPONDING PARTY, if it determines to furnish Resources, shall deliver its Resources to the location specified by the REQUESTING PARTY.

7.2.1 The RESPONDING PARTY shall report to the person designated by the REQUESTING PARTY.

7.2.2 The Commanding Officer of the REQUESTING PARTY shall assume and release Incident Command.

7.2.3 The RESPONDING PARTY shall not be required to assume overall responsibility for or direct the efforts to respond to the Incident.

7.2.4 If the RESPONDING PARTY determines that its Resources are needed in its own jurisdiction for a fire, medical emergency, disaster, or other state of emergency the RESPONDING PARTY may return its Resources to its own jurisdiction.

7.2.5 All Resources provided under the terms of this Agreement shall be returned to the RESPONDING PARTY upon release by the REQUESTING PARTY or upon demand by the RESPONDING PARTY for the return of its Resources.

## **SECTION 8 ALL PARTY RESPONSIBILITIES**

8.1 It is the responsibility of Each Party:

8.1.1 To provide adequate training and/or certification and/or licensure of their Personnel.

8.1.2 To be solely responsible to its own Personnel for the payment of wages and other compensation and for workers' compensation coverage.

8.1.3 To be responsible for its own equipment and personnel and bear the risk of any loss or damage to its equipment or injury to its personnel occurring as a result of a response to a request under this Agreement.

8.1.4 To keep Central Notice currently informed of any changes of its address of Party/Designee and in a form substantially consistent with Appendix 8.1.4.

8.1.5 To maintain at all times in accordance with the law of its domicile or as required by Federal Law as the case may be for each Party a policy or contract of insurance or comprehensive liability plan as is required.

8.2 Each Party agrees to waive all claims against any other Party for compensation for any loss, damage, personal injury, or death occurring in the performance of this agreement unless the same may be provided for by a mechanism or program which funds cost reimbursement for a response to an incident as provided herein sub section 6.1.4.1.

## **SECTION 9 LIEN WAIVER**

9.1 RESPONDING PARTIES waive any right to any claim of lien for Resources provided may be provided for by applicable state law in the jurisdiction of the Incident unless the REQUESTING PARTY specifically authorizes the claim of lien.

**SECTION 10  
FEES FOR EMS RESOURCES SERVICES**

10.1 As may be required by the law of the state of domicile of a Party this Agreement For EMS Resource providers this Agreement shall be considered an Agreement for the provision of EMS Resource beyond the Party's boundaries.

10.2 RESPONDING PARTIES providing EMS Resources may charge the persons who are the recipients of those services at an Incident in accordance with the duly enacted fee schedule of the RESPONDING PARTY.

**SECTION 11  
DURATION**

11.1 This Agreement shall commence initially at such time after the review of the Attorneys General of the State of Idaho and State of Oregon as provided in Section 4.8 of this Agreement; and at such time as a Potential Party's governing board has approved a resolution authorizing the execution of this agreement as provided in Section 14.5 and notice of the same together with the identification of the Party/Designee has been provided to Central Notice and in a form substantially consistent with Appendix 11.1.

11.2 This Agreement shall be perpetual.

11.3 A Party may terminate and withdraw its participation in this Agreement by providing thirty [30] days advance written notice to Central Notice.

**SECTION 12  
NOTICE/CENTRAL NOTICE**

12.1 All notice provided in this Agreement to be sent by a Party shall be sent to Central Notice.

12.2 Each Party may choose their preferences [As provided for in the IRMAA Notice of Action To Be Party] how they will send and receive notice from Central Notice by regular mail or facsimile or e-mail.

12.3 **Notice Effective Date:** The effective date of notice given under this Agreement shall be three (3) days after the date of posting with the U.S. Postal Service of notice sent to Central Notice or upon the day of notice sent by facsimile or e-mail.

12.4 **Central Notice.** Central Notice shall:

12.4.1 Receive from the Party/s and distribute to all Parties the following:

12.4.1.1 IRMAA Notice of Action To Be Party as provided in Section 11.1 and Appendix 11.1 herein.

12.4.1.2 IRMAA Party Designee Change Notice as provided in Section 8.1.4 herein.

12.4.1.3 IRMAA Protocol Notice as provided in Section 14.7 and Appendix 14.7 herein.

12.4.2 Keep a current registry of the correct legal name and address of all Parties and their designees to this Agreement and a copy of the opinions of the Attorneys General issued as referenced in Sections 4.8 and 4.9 of this Agreement.

12.4.3 Process proposals for amendment of this Agreement as provided in Section 13 herein.

12.4.4 Provide notice by regular mail or facsimile or e-mail to all Parties of the addition of a new Party or the withdrawal of a Party and the identification of the Party/Designees which may be provided at reasonable intervals as determined by Central Notice in a form substantially consistent with Appendix 12.1.4.

12.4.5 Receive and distribute notice of IRMAA Protocol in a form substantially consistent with Appendix 14.7.

12.4.6 Reject any incomplete or incorrect notice/amendment received provided for herein this Agreement and notify the Party of rejection in a form substantially consistent with Appendix 12.1.6.

12.4.7 Provide Notice to the Parties of Automatic Amendment pursuant to Section 13.1.14 of this Agreement in a form substantially consistent with Appendix 12.4.7.

**12.5 Change of Party Serving as Central Notice:** The Party serving as Central Notice as designated in Section 1.3 may be changed to any other Party by amendment of Section 1.3 of this Agreement by first giving thirty (30) days advanced written notice as provided in this Section to all Parties.

### **SECTION 13 AMENDMENT PROVISIONS**

13.1 This Agreement may only be amended in accordance with the following process:

13.1.1 Any amendment must be proposed by not less than ten (10) Parties or ten percent (10%) of the Parties to this agreement, whichever number is less; and

13.1.2 A proposed amendment IRMAA Proposed Amendment and Ballot must be in writing and include this entire Agreement as then existing and shall therein include a strikethrough of any language to be deleted and underline of any new language of the proposed amendment [hereinafter in this section referred to as Agreement Text] in a form substantially consistent with Appendix 13.1.3.

13.1.2.1 A proposed IRMAA Proposed Amendment and Ballot may be in e-mail form with approval of Central Notice and considering the capability of the Parties to receive such.

13.1.3 An IRMAA Proposed Amendment and Ballot shall contain in the same document the following in the order herein provided: Statement of Purpose [which shall include a statement of how the Parties will be affected by the amendment]; the Party to contact for information; the amended Agreement text; and a ballot all of which shall be in a form substantially consistent with Appendix 13.1.3.

13.1.4 The proposing parties shall also prepare and submit to Central Notice a Restated and Amended Agreement form for service by Central Notice in the event the proposed amendment passes. [This is Agreement Text without strikethrough or underlining as amended] The Title shall be in accordance with the following:

**INTERMOUNTAIN REGIONAL MUTUAL ASSISTANCE AGREEMENT**  
**\_\_\_\_\_ [FIRST] AMENDED AND RESTATED**  
**[A Mutual Aid and Joint Exercise of Power Agreement]**

13.1.5 A proposed amendment shall also be submitted by the proponent Parties for approval to the Secretary of State and Attorney General of the State of Idaho and the Attorney General of the State of Oregon and any other state officer of any state of all then parties' domiciliary [See Section 4 herein] as required by the law of those states for approval in writing which must be submitted with the proposed amendment to Central Notice.

13.1.6 The Amendment proposal [Agreement Text], Statement of Purpose, and approval letters as required from Attorney General offices, and a Restated and Amended Agreement form shall be served upon Central Notice by the proponent Parties.

13.1.7 Central Notice shall determine if the IRMAA Proposed Amendment and Ballot is in compliance with this section and shall advise the proponent Parties of the estimated cost of giving notice for the submission of the Amendment proposal which shall include all costs associated with receipt of votes and notification to parties of the results which shall be paid by the proponents Parties as a condition of the submission of the Amendment for a vote by the Parties.



13.1.8 If the Amendment proposal is in compliance with this Section and the estimated costs have been tendered to Central Notice the IRMAA Proposed Amendment and Ballot shall be served and submitted to the Parties to this Agreement by Central Notice with a IRMAA Amendment Ballot Notice cover sheet in a form substantially consistent with Appendix 13.1.8.

13.1.9 Vote needed to approve an amendment to this agreement:

13.1.9.1 Fifty One percent [51%] of votes cast if the amendment is required by the law of a state of the domicile of a Party or by Federal Law.

13.1.9.2 Sixty Six percent [66%] of votes cast if the proposed amendment involves proposed amendment to the provisions of Section 4 of this agreement relative to creation of a legal entity, board or organizational structure, the ownership of property and or the creation of a budget unless the same is required by the law of a state of the domicile of a Party or by Federal Law.

13.1.9.3 Fifty One percent [51%] of votes cast for all other proposed amendments.

13.1.10 Parties must submit their authorized Ballot to Central Notice in accordance with service of notice as provided in this Agreement within Seventy [70] days of the date of the cover notice with the Ballot from Central Notice.

13.1.11 Parties opposing the Amendment proposal may submit an Opposition Statement to Central Notice who shall estimate the costs of service of the Opposition Statement which shall be paid by the Parties opposing the Amendment as a condition of the submission of the Opposition Statement to the Parties.

13.1.12 Central Notice shall tally the votes cast within a reasonable time.

13.1.13 Central Notice shall then give notice to the Parties of the results "Notice of Amendment Vote" and in the event the amendment passes Central Notice shall also include with notice to the parties the Restated and Amended Agreement in a form substantially consistent with Appendix 13.1.13.

13.1.14 **Automatic Amendment:** The Parties agree to automatically amend this Agreement in the following events:

13.1.14.1 A state law which is referred to in Section 2 of this Agreement is repealed and/or recodified and any sub-section of Section 2 so affected shall be automatically amended by notice to the Parties from Central Notice with a copy of the Amended and Restated Agreement and a copy of the legislative action.

13.1.14.2 There is a change of the Party serving as Central Notice as provided in Section 12.5.

**SECTION 14**  
**GENERAL PROVISIONS**

14.1 **No Liability For Not Responding:** No liability shall be imposed upon or attached to a Party for not responding or furnishing Resources and/or EMS Resources to an Incident

14.2 **Third Party Beneficiaries.** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.

14.3 **Severability.** Should any term or provision of this Agreement, or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

14.4 **Non-Replacement of Special Agreements.** This Agreement does not amend or replace and/or otherwise affect existing or future agreements between any of the Parties regarding Automatic Aid or Hazardous Materials Response or any other specific response agreement.

14.5 **Counterparts and Process to become a Party.** This Agreement will be executed and delivered in counterparts, one for each party, and at such time as the governing board of a Potential Party adopts the necessary resolution authorizing the execution of the counterpart and a written notice thereof [including a copy of the resolution or other authorizing act of its governing board] is provided to Central Notice, this Agreement shall then be in full force and effect to such Parties and shall have the force and effect of an original, and copies of the signature pages of all counterparts shall be provided to all parties to this Agreement by Central Notice.

14.6 **Captions.** The subject headings of the paragraphs and subparagraphs of this agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

14.7 **IRMAA Protocol:** An IRMAA Protocol may be established by Parties within certain geographic areas served by the Parties which shall be subject to the terms and conditions of this Agreement. A copy of an IRMAA Protocol shall be provided to Central Notice and in a form substantially consistent with Appendix 14.7.

IN WITNESS WHEREOF, the undersigned party has by action and/or authority of its governing board caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 200\_.

PARTY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX 8.1.4**  
**IRMAA PARTY/DESIGNEE CHANGE NOTICE:**

To: Central Notice:  
From IRMAA PARTY: \_\_\_\_\_ [correct legal  
name of Party]

Address: \_\_\_\_\_ Mailing  
\_\_\_\_\_ Phone  
\_\_\_\_\_ Emergency Phone  
\_\_\_\_\_ Fax  
\_\_\_\_\_ E-mail

Date: \_\_\_\_\_

Please take notice that the above named Party designates the following as its  
Party/Designee under IRMAA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Authorized Agent

APPENDIX 11.1

**IRMAA NOTICE OF ACTION TO BE PARTY:**

To: Central Notice:

From: IRMAA PARTY \_\_\_\_\_ [correct legal name of Party]

Identify Type of Government Entity and Resources Provided [i.e. Rural Fire District/City/Ambulance District/etc].

State of Domicile: \_\_\_\_\_

County/s of Domicile: \_\_\_\_\_

Address: \_\_\_\_\_

Mailing

Phone

Emergency Phone

Fax

E-mail

Request Order of Preference for Notice be given and received:

Mail

Fax

E-mail

Date: \_\_\_\_\_

Please take notice that the above named by action of its governing board [A copy of which is submitted together with this notice] has become a Party to IRMAA.

This Party designates the following as its Party/Designee under IRMAA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sign: \_\_\_\_\_ Authorized Agent

**APPENDIX 12.4.4**  
**IRMAA CENTRAL NOTICE OF ADDITIONAL PARTY/WITHDRAWAL OR CHANGE**  
**IN DESIGNEES**

*From: Central Notice*

*Date of Notice:* \_\_\_\_\_

To: all IRMAA Parties:

Please take notice of the Attached:

Notice of Additional Party \_\_\_\_\_

Change In Party Designee: \_\_\_\_\_

Withdrawal of Party: \_\_\_\_\_

APPENDIX 12.1.6

**IRMAA CENTRAL NOTICE REJECTION NOTICE :**

**From: Central Notice**

**Date of Notice:** \_\_\_\_\_

**To: IRMAA Party:** \_\_\_\_\_:

**Please note that your Notice of:** \_\_\_\_\_

**Has not been accepted by Central Notice and Notice thereof will not be given to the Parties at this time for the reason/s herein marked:**

*Notice was Incomplete:* \_\_\_\_\_

*Notice was not in the correct form:* \_\_\_\_\_

*Notice is not provided for in IRMAA:* \_\_\_\_\_

*Amendment proposal not complete:* \_\_\_\_\_

*Other Reason:* \_\_\_\_\_

*You are advised to consult the provisions of IRMAA and resubmit*

*Signature:* \_\_\_\_\_ *Authorized Agent*

**IRMAA APPENDIX 12.4.7**  
**Central Notice of Automatic Amendment**

To: All IRMAA Parties  
From: Central Notice  
Date: \_\_\_\_\_

Please take notice that there has been in accordance with the provisions of Section 13.1.14 of IRMAA an automatic amendment due to repealed or recodification to a state law.

Attached hereto is the new IRMAA Agreement as amended and restated for your records and a copy of the legislation.





\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Information regarding the proposed IRMAA amendment contact the following:

\_\_\_\_\_

The proposed Amendment is as follows:

The title of any amendment shall be in accordance with the following:

**INTERMOUNTAIN REGIONAL MUTUAL ASSISTANCE AGREEMENT  
\_\_\_\_\_[FIRST] AMENDED AND RESTATED  
[A Mutual Aid and Joint Exercise of Power Agreement]**

*herein set forth the entire text of the then existing Agreement and therein include a strikethrough of any language to be deleted and underline of any new language of the proposed amendment [i.e. 13.1.12 Seventy Five percent [75%]of votes cast for all other proposed amendments.]*

**IRMAA AMENDMENT BALLOT**

Please note as a Party to the above referenced Agreement you are entitled to vote on the above stated Amendment.

Your ballot must be submitted to Central Notice within 70 days [ten weeks] of the date of the cover notice submitted with this Ballot from Central Notice [Place and X in the appropriate space below]

\_\_\_\_\_ In favor of amendment

\_\_\_\_\_ Opposed to amendment

By: \_\_\_\_\_[Name of Party] Action taken by Governing Board \_\_\_\_\_[date]

**IRMAA APPENDIX 13.1.8  
IRMAA Amendment Ballot Notice**

To: All IRMAA Parties  
From: Central Notice  
Date: \_\_\_\_\_

Attached hereto is an **IRMAA APPENDIX 13.1.3**  
***IRMAA AMENDMENT PROPOSED AMENDMENT AND BALLOT***

*Please note that you must provide Central Notice with your ballot on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.*

**IRMAA APPENDIX 13.1.13  
Notice of Amendment Vote**

To: All IRMAA Parties  
From: Central Notice  
Date: \_\_\_\_\_

Please take notice that the *IRMAA AMENDMENT PROPOSED AMENDMENT AND  
BALLOT vote submitted \_\_\_\_\_ [date]*

*Passed:* \_\_\_\_\_

*Failed:* \_\_\_\_\_

*Votes in favor:* \_\_\_\_\_ *Votes Opposed:* \_\_\_\_\_

Attached hereto [when passed] is the new IRMAA Agreement as amended and restated for your records.

**IRMAA APPENDIX 14.7**

***IRMAA PROTOCOL NOTICE***

***Date of Notice:*** \_\_\_\_\_:

***To:*** Central Notice:

***From:*** IRMAA Party \_\_\_\_\_ *[correct legal name of Party]*

***IRMAA Protocol Name:*** *[i.e. Southwest Idaho Eastern Oregon IRMAA Protocol/Inland Empire IRMAA Protocol/Southeast Idaho IRMAA Protocol].*

***The Parties to Protocol are:*** \_\_\_\_\_

---

*Copy of IRMAA Protocol attached*

*Copy of Authorization of each Party to Protocol attached*

*Signature:* \_\_\_\_\_ *Authorized Agent*

***CENTRAL NOTICE ROUTING:***

***To:*** All IRMAA Parties

***Date:***

***Please take notice that the attaché IRMAA Protocol is now registered with Central Notice.***

***Signature:*** \_\_\_\_\_ *Authorized Agent.*

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