

RESOLUTION 04-07

RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN  
AGREEMENT WITH THE BUREAU OF LAND MANAGEMENT (BLM)  
REGARDING WILDLAND INTERAGENCY MUTUAL AID  
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;

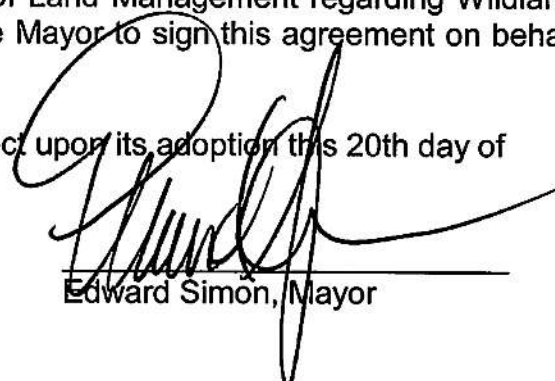
WHEREAS, there is a need to mitigate the threat of conflagrations as homes and businesses are located next to natural areas, and;

WHEREAS, large wildland-urban interface fires are best suppressed through cooperative response agreements utilizing the incident command system, and;

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

NOW, THEREFORE, BE IT RESOLVED, that the Ketchum City Council approves an agreement with the Bureau of Land Management regarding Wildland Interagency 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:

  
For: Sandra Cady, CMC  
City Treasurer/Clerk



THE CITY OF KETCHIKAN  
BY: \_\_\_\_\_  
CITY CLERK

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 10/15/2010 BY 60322 UCBAW/STP

APPROVED FOR SIGNATURE  
DATE 10/15/2010 BY 60322 UCBAW/STP

APPROVED FOR SIGNATURE  
DATE 10/15/2010 BY 60322 UCBAW/STP

APPROVED FOR SIGNATURE  
DATE 10/15/2010 BY 60322 UCBAW/STP

*[Handwritten signature]*



**2004**

**MUTUAL AID AGREEMENT**

**Between**

**The City of Ketchum Fire Department**

**AND**

**THE BUREAU OF LAND MANAGEMENT  
UPPER SNAKE RIVER DISTRICT**

**1.0 BACKGROUND**

This agreement is between the Ketchum Fire Department, County of Blaine, hereinafter referred to as the "LFPD" (Local Fire Protection District), and the South Central Idaho Fire Program, Upper Snake River District, Bureau of Land Management, Department of the Interior, hereinafter referred to as the "Bureau".

This agreement is intended to facilitate the cooperation between the Bureau and local LFPD in fire education, prevention, preparedness, suppression, and coordinate in the development and implementation of fire management plans. This includes fire management strategies, tactics, methods, training, wildland urban interface, communities at risk, and to identify parties responsible for implementing various aspects of the agreement.

WITNESSETH

WHEREAS, it is possible that a fire and/or disaster could occur within the boundaries of any of the parties hereto which would be of such magnitude that it would require more personnel and/or equipment than an individual party could reasonably provide; and

WHEREAS, the parties hereto have determined that it is in the best interests of each of the parties and the citizens whom they serve to provide for additional personnel and equipment in the event of a fire and/or disaster which requires more personnel and/or equipment than an individual party hereto could reasonably provide; and

WHEREAS, each of the parties hereto believe that they can better provide for such events by a cooperative agreement for fire and/or disaster protection between the parties.

## **2.0 AUTHORITIES**

The general authority for this agreement is the Fire Reciprocal Fire Protection Agreement Act of May 27<sup>th</sup>, 1955 (42 U.S.C. 1856 et seq.). The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.), and the Department of the Interior and Related Agencies Appropriations Act of 1999 as included in Public Law 105-277, section 101 (e).

## **3.0 OBJECTIVES**

The purpose of this Mutual Aid Agreement is to establish a reciprocal fire protection agreement between the Bureau and the LFPD, for all lands adjacent to, and included within the fire protection boundaries of the LFPD.

## **3.0 ROLES and RESPONSIBILITIES**

The purpose of this Mutual Aid Agreement is to establish a reciprocal fire protection agreement between the Bureau and the LFPD, for all lands adjacent to, and included within the fire protection boundaries of the LFPD.

## **3.0 STATEMENT OF WORK**

### **A. Command Structure**

In order to facilitate a cooperative effort on an incident, the Incident Command System (ICS) shall be used. If the incident involves multiple jurisdictions, a unified command should be implemented. Command of the incident may also be delegated from the agency with jurisdiction to the cooperating agency, by mutual agreement, as necessary.

### **B. Communications**

At a minimum, there will be one common radio frequency used by Command and/or the Officers in Charge of the requesting and responding parties.

It is understood that the cooperating parties agree to the use of their assigned radio frequencies between parties. However, the assigned frequency will only be used when the parties are engaged in common fire suppression activities or other emergency incidents.

### **C. Liabilities and Waivers**

Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement unless gross negligence on any part of any party is determined.

### **D. Distance/Boundary Limitations**

The requesting party shall first call the party nearest to the incident unless the specified resources of a more distant party are required. The responding party will furnish personnel and equipment as requested and as available, and/or impose a mileage limitation from the responding parties jurisdictional boundary. Any mileage limitations will be identified and agreed to by all participating and shall be specified in the Annual Operating Plan.

E. Time/Duration

It shall be the responsibility of the requesting party to release the resources loaned by the responding party in a timely manner so as to ensure that the resources loaned by the responding agency are not needlessly detained.

F. Qualifications/Minimum Requirements

The qualifications of fire suppression and prescribed fire personnel, requirements for personal protective equipment, and equipment performance standards will be identified in an Annual Operating Plan by the parties to this agreement in accordance with their respective standards. The responding party will send only those resources that meet the identified qualifications, requirements, and standards.

G. Reimbursement/Compensation.

When all suppression resources arrive on an incident, a declaration will be made by the agencies involved as to whether the incident is either (a) an incident where the land status being threatened is the under the jurisdiction of both responding agencies then no billing will take place, (b) an incident is the jurisdiction of one of the responding agencies then no billing will take place for the first four hours, or (c) if an agency is requested to leave their jurisdictional district then the assisting agency will be placed in pay status at that time using the documented rate identified in the Geographic Area Supplement in the MOB Guide. This information will be relayed and documented by the jurisdictional agencies dispatch center.

H. Annual Operating Plan

An Annual Operating Plan will be prepared and used to define and update specific operating procedures prior to each fire season.

I. Termination Procedure

This Agreement shall remain in full force and effect unless cancelled by any party to this agreement on written issuance of 30 days notice. If any party determines to withdraw from this agreement, withdrawal shall be effective on service of written notice to all other parties.

#### **4.0 THE BUREAU AGREES**

- A. To respond with Federal Agency owned, leased, and/or contracted equipment to the area protected by the LFPD and assist in the emergency incident provided, however, that the Bureau will not be required to deplete their own emergency incident protection resources, personnel, services, and facilities to the detriment of their normal protection responsibilities.
- B. To notify the LFPD immediately of all emergency incidents originating within/or adjacent to the LFPD area of responsibility by contacting their area Dispatch Center or County Sheriff.
- C. The Bureau will provide personnel and/or equipment assisting the LFPD on wildland fires or Structural perimeter protection which will be considered mutual aid assistance and no reimbursement will be made for the first four hours.

## 5.0 THE LFPD AGREES

- A. To consider all requests made by the Bureau to respond to emergency incidents within or outside their fire protection area provided, however, that the LFPD would not be required to deplete their own emergency protection resources to the detriment of their normal protection responsibilities.
- B. To notify the Bureau's dispatch at telephone number 1-800-974-2373 of all emergency incidents within the LFPD District, that are on, adjacent to, or may constitute a threat to Bureau lands.
- C. In the event an incident is on, adjacent to, or may constitute a threat to the Bureau, the LFPD's help will be considered mutual aid assistance for the first four hours and no reimbursement will be made.

## 6.0 STATEMENT of DUTIES

- A. Either agency, upon receiving a report of an incident within or adjacent to the other agency's protection area will notify the dispatcher of the second agency with a minimum of delay. The report may be transmitted by either telephone, at the telephone numbers stated in the agreement, or by radio provided that the report is acknowledged by the second agency's dispatcher.
- B. In the event an emergency incident occurs along, or on the boundary-line of either agencies protection area, there will be no delay in taking action, pending determination of the precise location of the incident.
- C. It is understood that the Bureau personnel are not allowed or trained to fight structural fires nor do they have structural protection responsibility and their assistance on said fires will be to provide needed equipment and perimeter protection only.
- D. The local County Sheriff may furnish Law Enforcement \ Traffic Control personnel as deemed necessary and requested by cooperating agencies.
- E. In the event an incident goes beyond the first four hours or there is a change in the protection status, the cooperating agencies will make one of the following declarations to all the involved dispatch/fire centers for recordation:
  - 1. the incident will be managed as a multi-jurisdictional incident under a Unified Command System.
  - 2. the incident is on Bureau Lands, and management responsibility will be assumed by the Bureau Incident Commander.
  - 3. the incident is on LFPD Lands, and management responsibility will be assumed by the LFPD Incident Commander.
- F. Subsequent assistance and resources orders for the incident placed by agencies outside Unified Command will be paid for by the ordering agency.

