

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 4 / 9 / 19

Date of meeting 4 / 17 / 19

(City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Ron Stocking, Fire Chief

Address: 1123 Lake Street, Sandpoint

Phone number and email address: 208-263-3502, rstocking@selkirkfire.com

Authorized by: Ron Stocking

*name of City official*

*City official's signature*

*(Department Heads, City Council members, and the Mayor are City officials.)*

Subject: Selkirk JPA Amendment

Summary of what is being requested: Council approval of the 2019-2020 Amended Fire JPA

The following information **MUST** be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city?  Yes  No

If yes, in what way? Equal sharing of Fire Command Staff

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Sagle Fire District

Have they been contacted?  
Yes or No

Yes

3. Is there a need for a general public information or public involvement plan? Yes or No

If yes, please specify and suggest a method to accomplish the plan:  Yes  No

4. Is an enforcement plan needed? Yes or No  Yes  No Additional funds needed? Yes or No  Yes  No

5. Have all the affected departments been informed about this agenda item? Yes or No  Yes  No

**This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.**

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

CITY OF SANDPOINT  
AGENDA REPORT

DATE: 4-10-19

TO: MAYOR AND CITY COUNCIL

FROM: Ron Stocking, Fire Chief

SUBJECT: SELKIRK FIRE JPA AMENDMENT APPROVAL 19/20

DESCRIPTION/BACKGROUND:

Council is being requested to approve the 2019/20 Amended JPA. This is a equal cost sharing of Fire Command Staff

STAFF RECOMMENDATION:

Council Approval

ACTION: Council Approval

WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? N/A  
CITY WILL SEE SAVINGS

ATTACHMENTS:

No: 19-  
Date: April 17, 2019

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: JOINT POWERS AGREEMENT FOR THE COORDINATED AND COOPERATIVE PROVISION OF FIRE SERVICES IN THE CITY OF SANDPOINT, SAGLE FIRE DISTRICT AND WESTSIDE FIRE DISTRICT**

WHEREAS: The City of Sandpoint renewed its Joint Powers Agreement (JPA) for the Coordinated and Cooperative Provision of Fire Services in the City of Sandpoint, Sagle Fire District and Westside Fire District on December 20, 2017, via Resolution No. 17-88;

WHEREAS: The above-referenced JPA has expired; and

WHEREAS: A new JPA has been proposed with the following new or amended provisions included:

**1)** A quorum of the JPA Board is defined as including at least one Board member from each of the member agencies, and a quorum is required in order to hold a meeting and conduct Board business.

**2)** Sagle Fire District funds twelve (12) safety positions.

**3)** Sagle Fire District and the City of Sandpoint will share the cost of three (3) Battalion Chiefs and six (6) Captains equally, including overtime costs. If at any time one of the shared cost Battalion Chiefs or Captains is off duty for more than twelve (12) weeks due to absence or injury, the agency who employs the individual will be responsible for all overtime costs that incur after twelve (12) weeks. The City of Sandpoint and Sagle Fire District will reconcile all costs for the shared Battalion Chief and Captain positions on a quarterly basis.

**4)** All vacancies that are filled by other parties' employees will be tracked, and supporting documentation, including detailed information for each occurrence, will be presented to each agency for proper invoicing by the last day of the following month.

**5)** Non-payroll expenses that are 100% related to an entity will be paid directly by that entity to the vendor. Any non-payroll expenses that are divided between the entities, before commencing, will be approved by the member agencies and will be accompanied by all necessary supporting documentation.

NOW, THEREFORE, BE IT RESOLVED THAT: The Joint Powers Agreement for the Coordinated and Cooperative Provision of Fire Services in the City of Sandpoint, Sagle Fire District and Westside Fire District, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved, and the Mayor is authorized to sign and enter into this agreement on behalf of the City.

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ward, City Clerk

YES                      NO                      ABSTAIN                      ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Ruehle
5. Aispuro
6. Darling

**JOINT POWERS AGREEMENT FOR THE COORDINATED AND  
COOPERATIVE PROVISION OF FIRE SERVICES IN THE  
CITY OF SANDPOINT, SAGLE FIRE DISTRICT AND WESTSIDE FIRE DISTRICT**

This Joint Powers Agreement for the Coordinated and Cooperative Provision of Fire Services in the City of Sandpoint Sagle Fire District and Westside Fire District (Agreement) is entered into by and between the City of Sandpoint (City), the Sagle Fire District and Westside Fire District (Districts) and is effective as of the last date of execution of this Agreement.

**RECITALS**

WHEREAS, City and Districts each own and operate various fire prevention and suppression equipment and provide fire prevention and protection in their respective service areas;

WHEREAS, each Party employs qualified regular operational fire prevention and suppression personnel, medical aid personnel, and volunteers;

WHEREAS, the combination and sharing of personnel and equipment will result in greater ability to serve the fire service areas of both the Districts and the City;

WHEREAS, the combination and sharing of personnel and equipment will result in increases in operational and administrative efficiencies, and cost savings; and

WHEREAS, the governing boards of the Parties have determined that it is in the best interests of each Party and their taxpayers and for the persons residing and found within their respective boundaries, to combine the respective fire and EMS services;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant and agree as follows:

**AGREEMENT**

**ARTICLE 1**

**PURPOSE AND AUTHORITY**

- 1.1 Purpose.** The purpose of this Agreement is to establish a joint fire service operating under the name of Selkirk Fire Rescue & EMS Service (SELKIRK) and Joint Powers Board appointed by the respective Parties authorized to operate and manage the joint, coordinated, and unified provision and maintenance of pre-hospital, emergency and non-emergency fire, rescue, and extrication services, within the Sagle Fire District, Westside

Fire District and the City of Sandpoint legal boundaries in order to provide certainty, consistency and economy in the management and delivery of fire service.

## **1.2 Authority.**

**1.2.1** Sections 67-2326 through 67-2333, Idaho Code, provide that public agencies may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership, and/or operation agreements and interagency contracts for service, activity or undertakings. This Agreement is, and shall be construed as, a joint powers agreement enacted pursuant to Sections 67-2326 through 67-2333, Idaho Code.

**1.2.2** Fire Districts have authority under Sections 31-1430 and 31-1417, Idaho Code, to enter into intra-agency and mutual aid agreements.

**1.2.3** Cities have authority pursuant to Title 50, Idaho Code, more particularly Idaho Code 50-1022, to enter into joint powers agreements.

## **ARTICLE 2 DEFINITIONS**

**2.1 City of Sandpoint** is a municipal corporation with defined boundaries of the City as governed by the City Council, a Party to this Agreement.

**2.2 Default** means any violation, failure to perform, or breach of any covenant, agreement, term or condition of this Agreement.

**2.3 Emergency Medical Services or EMS** means the system utilized in responding to a perceived individual need for immediate care in order to prevent loss of life or aggravation of physiological or psychological illness or injury.

**2.4 Fire Chief** means the chief of the consolidated SELKIRK fire service.

**2.5 Joint Powers Board** means the SELKIRK Fire Service Joint Powers Board, (Board), formed pursuant to this Agreement, which is authorized to administer this Agreement on behalf of the Parties.

**2.6 Selkirk Fire Rescue & EMS Service** means combined City of Sandpoint fire department, Sagle Fire District and Westside Fire District.

**2.7 Sagle Fire District** is a Fire Protection District with defined boundaries of the Fire District as governed by the Sagle Fire District Board.

**2.8 Selkirk Fire Rescue & EMS Service Area** means all the geographic area within the combined boundaries of the City of Sandpoint and Sagle Fire District, as may be

amended with the addition of other parties or areas.

- 2.9 System** means all of the personnel, equipment and functions of the Selkirk Fire Rescue & EMS Service.
- 2.10 Westside Fire District** is a Fire Protection District with defined boundaries of the Fire District as governed by the Westside Fire District Board.

### **ARTICLE 3 THE SELKIRK FIRE SERVICE**

- 3.1 Establishment of the Joint Sagle, Westside & Sandpoint Fire Service.** There is hereby established the joint Sagle, Westside & Sandpoint fire service, created for the express purpose of providing for joint management, provision, operation, and maintenance of fire suppression services and related activities, pre-hospital emergency and non-emergency medical services, rescue, and extrication services including, in conjunction with Bonner County, medical transport, within the SELKIRK Service Area. SELKIRK shall exist as a joint exercise of the authority, and not a separate legal entity, to provide fire and EMS services by all the Parties to this Agreement, and shall be administered by a Joint Powers Board as provided in Article 5 of this Agreement. SELKIRK, through the Joint Powers Board, may establish standards and provide for the coordinated management, provision and maintenance of fire, pre-hospital, emergency, and non-emergency medical services, including medical transport, rescue, and extrication services, within the SELKIRK Service Area.
- 3.2 Scope of Services and Operation.** SELKIRK will coordinate the management, provision, operation and maintenance of fire and EMS. The Parties shall respond to 9-1-1 and other calls necessitating the services of SELKIRK within the SELKIRK Service Area. By this Agreement, the Parties agree to cooperatively exercise their respective powers within the SELKIRK Service Area in a manner consistent with this Agreement.
- 3.3 Licensure.** Employees of the Parties to this Agreement have various levels of EMS licenses issued by the state of Idaho. Each Party shall be responsible to ensure such EMS license is maintained. Subject to Board approval nothing in this Agreement shall prevent a Parties' employees from obtaining a higher level of licensing.
- 3.4 Cost Sharing.** Each party shall continue to fund and support the jointly operating fire services in the same manner as they currently fund and support their respective fire services.

### **ARTICLE 4 PARTIES, DURATION, AMENDMENT,**

## WITHDRAWAL AND TERMINATION

- 4.1 Parties to this Agreement.** The Parties to this Agreement are the City of Sandpoint, Sagle Fire District and Westside Fire District. Each Party intends to and does by this Agreement contract with each other Party and any other Agencies as may later be added. Additional Parties may be added by amendment of this Agreement with the recommendation of the Board and approval of the current Agreement parties.
- 4.2 Duration/Annual Renewal.** This Agreement shall continue in force and effect from October 1, 2018, through September 30, 2019. Thereafter this Agreement may be renewed for successive one (1) year terms. Renewal terms shall be effective from October 1 through September 30 of each successive calendar year, unless terminated by written notice from the terminating party to the other party(ies) sixty (60) days prior to the expiration of the current term.
- 4.3 Amendment.** This Agreement may be amended only by written agreement of the Parties.
- 4.4 Withdrawal.** No Party is permitted to withdraw from this Agreement unless it demonstrates one or more of the following circumstances:
- 4.4.1** The withdrawing Party is insolvent or otherwise financially unable to carry out its obligations under this Agreement;
  - 4.4.2** A court has determined that it is unlawful for the Party to continue to perform under or be Party to this Agreement;
  - 4.4.3** A material breach of any term of this Agreement has occurred; or
  - 4.4.4** The governing body of the withdrawing party has determined, in good faith, that it is necessary and in the best interest of their respective jurisdiction that they withdraw from participation in the Agreement.
  - 4.4.5** Notice of withdrawal must be provided to the Parties no less than sixty (60) days before the effective date of withdrawal. However, a withdrawal shall not be effective if the condition or conditions giving rise to the withdrawal are cured to the reasonable satisfaction of the withdrawing Party within sixty (60) days after the date of notice of withdrawal is provided.
- 4.5 Complaints.** The Board has authority to investigate complaints against SELKIRK Fire Service. Each Party shall cooperate with any investigation of complaints regarding performance of services governed under this Agreement.
- 4.5.1** Complaints involving personnel of a Party are to be investigated in accordance with union contract or policy of the Party responsible for the employee, such

responsibility lying with the party against whom the complaint is made (not the board of SELKIRK).

#### **4.6 Party Termination.**

**4.6.1 For Cause.** A Party may be terminated from this Agreement by action of the Board for cause in the event they are in default of this Agreement. Prior to termination of a Party, the Board shall conduct a hearing to determine if there is a default of this Agreement that has not been cured by the defaulting Party. The following procedures shall be met:

**4.6.1.1** The Board shall provide to the defaulting Party fourteen (14) days written notice of a hearing to show cause.

**4.6.1.2** The notice shall specify the reasons for the default and the intention to terminate the Party as a Party to this Agreement.

**4.6.1.3** In the event the default is cured within the fourteen (14) days and before the commencement of the scheduled hearing before the Board, the Board shall so note on the record of the proceedings and the hearing shall then be concluded.

**4.6.1.4** In the event the default is not cured, the Board shall, upon conclusion of their deliberation, issue findings of fact and conclusions of law and order of decision within thirty (30) days of the date of the hearing.

**4.6.1.5** A Board member representing a Party that the Board is considering terminating shall recuse himself/herself from voting on the termination.

**4.6.1.6** This subsection shall not constitute a termination of the entire Agreement, provided at least two (2) parties to the Agreement remain, and the remaining Parties continue to perform under this Agreement for the remainder of the contract term.

### **ARTICLE 5**

#### **ADMINISTRATION OF THE SELKIRK JOINT POWERS BOARD**

##### **5.1 Establishment of the Joint Powers Board; Membership; Officers.**

**5.1.1 Establishment of the Board.** There is hereby established the Joint Powers Board of the System. The Joint Powers Board shall serve as the governing board of the System and operate the System on behalf of the Parties.



**5.1.2 Joint Powers Board Membership.** The System shall be governed by the Board whose membership shall consist of two (2) members appointed by and representing each Party, and one (1) “at large” citizen member appointed by majority consent of the Board. Citizen member will serve a two (2) year term. Board members can reappoint the citizen member to subsequent terms if they so desire.

**5.1.2.1** Each Party shall also designate an alternate member to serve in the absence of their designated Board member.

**5.1.2.2** Each Party’s appointees shall be given the authority to vote on all matters before the Board.

**5.1.3 Officers.** The Board shall annually elect by majority consent a chairman, vice chairman, and secretary whose primary responsibilities are as follows:

**5.1.3.1** The Chairman shall be a member of the Board and shall conduct all meetings of the Board and execute all resolutions on behalf of and as authorized by the Board and any other duties assigned by the Board;

**5.1.3.2** The Vice Chairman shall be a member of the Board and shall carry out the functions of the Chairman in the absence of the Chairman and any other duties assigned by the Board;

**5.1.3.3** The Secretary may or may not be a member of the Board and shall be responsible for posting agenda notices and preparation of minutes of the Board and for maintaining the records of the Board and any other duties assigned by the Board; and

**5.1.3.4** These officers shall have no powers or duties except as provided in this Agreement.

**5.1.3.5 In order for a Selkirk JPA Board to conduct a meeting, there shall be a quorum. A quorum of the Selkirk JPA will include at least one Board Member of each of the member agencies.**

**5.2 Powers, Duties and Operations of the Joint Powers Board.**

**5.2.1 Powers.** Pursuant to Section 67-2328, Idaho Code, the Board is responsible to operate and manage the System. In order to accomplish the Purpose of this Agreement, the Board shall have, in addition to other powers provided herein, the authority to adopt procedures for its operation as well as to adopt standards for the coordinated management, provision, operation and maintenance of pre-

hospital, emergency, and non-emergency medical services, including medical transport, rescue, and extrication services, within the Selkirk Service Area. Absent consent of a Party or Parties, the Board shall have no authority to collect, manage, allocate, disperse, or spend a Party's funds; levy taxes; issue bonds; or acquire, hold, and dispose of real and personal property.

The Board shall have discretionary powers to manage and conduct the business and affairs of the System. However, the governing board of a Party shall approve any action that will financially obligate that Party. The discretionary powers of the Board shall include, but not be limited to, the following:

- 5.2.1.1** Approve procedures for the operation, meeting, and other administrative matters of the Board and the System;
- 5.2.1.2** Approve the Standard Operating Procedures for the System.
- 5.2.1.3** Approve response standards, including policies regarding dispatch responses;
- 5.2.1.4** Provide recommendations to a Party's respective governing body;
- 5.2.1.5** Recommend for approval by the respective parties' governing boards, a budget and financial plan as well as subsequent funding, including joint purchasing of property;
- 5.2.1.6** Approve the allocation of resources, including stationing of personnel and vehicles;
- 5.2.1.7** Adopt a training and education plan for all personnel;
- 5.2.1.8** Approve the deployment plan of EMS equipment;
- 5.2.1.9** Recommend for approval by the respective Parties' governing boards, that the respective Parties acquire, hold, and dispose of real and personal property jointly owned by and used in the System;
- 5.2.1.10** Deal with other matters necessary and convenient in furtherance of the Purpose of this Agreement;
- 5.2.1.11** Identify matters that require approval of the Parties' governing boards;
- 5.2.1.12** Comply with the Idaho Open Meetings Act (Idaho Code 76-2340 *et seq.* as now in existence or hereafter amended and/or recodified) and other applicable laws;
- 5.2.1.13** Operate on a fiscal year from October 1 through September 30; and

**5.2.1.14** Adopt, administer and implement Fire Service and/or EMS standards, protocols and procedures. If Fire Service and/or EMS standards, protocols and procedures adopted by the Board impose higher standards than are required by any state statute or rule, the standards and procedures adopted by the Board shall apply to the Parties to the extent allowed by law in the System Area.

**5.2.2** As required by law, the Board shall report to the Idaho Department of Health and Welfare EMS Bureau any findings of Agency violation of state EMS laws or rules which occurred within the System Area.

**5.2.3** Resolutions and Board procedures shall be compiled and organized according to subject and maintained by the Joint Powers Board, which shall provide each Party with a copy of all resolutions and procedures.

**5.2.4** The approval of the governing board of each Party is required for any matter approved by the Joint Powers Board that includes financial contribution by a Party, including the purchase of real property and personal property.

**5.3 Meetings, Decisions, and Communication.** The Board shall adopt of procedure for the conduct of their meetings that are consistent with the provisions of this Agreement and existing law.

**5.3.1** The Board shall meet regularly to confer and carry out the business of the Board and the System.

**5.3.2** The Board shall provide to the governing boards of the Parties to this Agreement a written annual report concerning the status of the System, at a date set in the procedures of the Board, but in no event not less than once per year. This report shall include all matters the Joint Powers Board determines are relevant to the operation of the System and any matter that may be required by state or federal law.

**5.4 Finances.** On or before April 15<sup>th</sup> of each year, the Board shall propose a System budget for approval by the governing boards of the respective parties.

**5.4.1 Each party is responsible for funding of the positions for their agency, including volunteers.**

**The following are the permanent safety positions for each agency:**

- **Sagle funds ~~nine (9)~~ twelve (12) safety positions**
- **Sandpoint funds nine (9) safety positions**

- Westside funds one (1) Safety position

**The Sagle Fire District and the City of Sandpoint will share the cost of 3 Battalion Chiefs and 6 Captains equally. (Including overtime costs). If at any time one of the shared cost Battalion Chiefs or Captains is off duty for more than 12 weeks due to absence or injury, the agency who employs the individual will be responsible for all overtime costs that incur after 12 weeks. The City of Sandpoint and Sagle Fire District will reconcile all costs for the shared Battalion Chiefs and Captains positions on a quarterly basis.**

If it is determined by the Fire Chief (or his designee) that a safety member from one of the partner agencies is needed to fill a temporary vacancy (e.g. PTO, holdover for emergency incidents, long term illness or injury) at one of the other partner agencies, the total costs of such services will be completely the responsibility of the partner agency that has the vacancy.

The Executive Assistant will track all vacancies that are filled by other parties' employees. The Executive Assistant will **submit by the last day of the following month** ~~within 30 days complete a detailed report~~ **supporting documentation that includes detailed information** for each occurrence to be presented to each agency for proper invoicing.

When an emergency incident occurs that results in the all-call back of safety personnel (including volunteers), each party will be responsible for the payment of call-back staffing of their own personnel regardless of the jurisdiction where the emergency occurred.

The Fire Chief, Assistant Chief and Executive Assistant costs are funded equally by the partner agencies.

**5.4.12** Capital investments requiring additional expenditures will be funded through extra appropriations as proposed by the Board, subject to approval by each Party's governing board.

**5.4.3 Non payroll expenses that are 100% related to an entity will paid directly by that entity to the vendor. Any non-payroll expenses that are divided between the entities, before commencing, will be approved by the member agencies and will be accompanied by all necessary supporting documentation.**

**5.5 Joint Purchasing.** Pursuant to Section 67-2807, Idaho Code, the Board, subject to approval of the Parties' governing boards as required by other provisions of this Agreement, may recommend joint purchase agreements for the joint purchasing by the Parties of any real or personal property consistent with the laws of the state of Idaho.

Prior to the Board proposing any joint purchase agreement, the Board must identify, by resolution, the plan for distribution and/or ownership of property jointly owned by the Parties upon the withdrawal or termination of a Party. Each Party's governing board has the sole and final authority to determine whether a Party will agree to and participate in a joint purchase agreement proposed by the Board.

5.5.1 Each partner agency is responsible to fund items that are required to conduct the business of running a fire agency in their respective jurisdictions. This includes but not limited to fire apparatus maintenance, station maintenance, equipment procurement, office supplies and safety equipment.

**5.6 Agreements with other Fire or Medical Service Providers.** The Board may recommend that SELKIRK Fire Service enter into agreements with service providers other than those that are Parties to this Agreement in order to provide for Fire or EMS services and/or to provide mutual aid to the System or any medical service provider. Such agreements may be with public or private agencies and may incorporate any of the terms and conditions contained herein and any other terms and conditions the Parties to this agreement and their respective governing boards and councils may deem appropriate. Such agreement may not extend any voting rights to the party with whom the agreement is made.

## **ARTICLE 6 DEBTS, LIABILITIES AND OBLIGATIONS**

**6.1 Debts, Liabilities and Obligations.** All debts, liabilities, and obligations incurred pursuant to this Agreement shall be debts, liabilities, and obligations of the Parties to the Agreement, unless the Agreement specifies otherwise. Therefore, the debts, liabilities, and obligations of the System are attributed collectively to both the City of Sandpoint, the Sagle Fire District and Westside Fire District, consistent with their respective interests at the time they become a party hereto, unless the Agreement specifically allocates such responsibility differently.

## **ARTICLE 7 GENERAL TERMS**

**7.1 Insurance.** Each party shall continue to provide at least current levels of general liability and property insurance. Each party shall notify their individual carrier or carriers of the

terms of this Agreement, and each party shall take such action regarding their respective carriers as is necessary to effectuate the terms and conditions of this Agreement.

7.1.1 Each party shall continue to provide automobile liability insurance for all vehicles and equipment owned or operated by each Party.

7.1.2 Each party shall continue to provide workers compensation for their employees in at least the minimum statutory limits.

**7.2 Benefits.** As it is the intention that the System shall have no employees or volunteers, each party will maintain its own respective employees or volunteers. Each party shall continue to pay and provide benefits to their respective employees.

**7.3 Union Contracts.** Nothing herein shall change current union contracts of the Parties. However, Parties' respective governing boards shall endeavor to make whatever changes may be necessary to the Union Contracts to effectively fulfill the terms of this Agreement.

**7.4 Conflict Resolution.** The Parties agree that any and all disputes, claims or controversies arising out of or relating to performance of any services pursuant to this Agreement, including but not limited to disputes, claims or controversies related to the performance of this agreement or the performance of administrative services personnel, and operations personnel, including the Fire Chief, from an employment or liability perspective, or use of the System, shall be resolved first by negotiation and then by mediation. If the Parties are unable to resolve their differences by negotiation or mediation, the parties shall jointly submit the matter to District Court for determination of the respective rights and obligations of the Parties.

**7.5 Waiver.** No failure on the part of any Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that any Party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

**7.6 Severability.** If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

**7.7 No Third Party Beneficiary.** This Agreement is only for the benefit of the Parties hereto as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

**7.8 Modification.** This Agreement represents the entire Agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this Agreement will

be binding on any party unless executed in writing by authorized representatives of each of the Parties.

**7.9 Merger.** This Agreement, together with the Memorandum of Understanding between the City of Sandpoint, the Sagle Fire District and Westside Fire District dated October 1, 2017, constitutes the complete and exclusive statements of agreement between the Parties.

This Joint Powers Agreement for the Coordinated and Cooperative Provision of Fire Services in the City of Sandpoint, Sagle Fire District and Westside Fire district is executed for the City by its Mayor, attested to by the City Clerk; and executed for the Sagle Fire District by Matt Linscott, Chairman of the Fire Commissioners of Sagle Fire District and attested to by the Clerk of the Board of Sagle Fire District; and executed for the Westside Fire District by William Gadsby, Chairman of the Fire Commissioners of Westside Fire District and attested to by the Clerk of the Board of Westside Fire District. .

CITY OF SANDPOINT

ATTEST:

\_\_\_\_\_  
Shelby Rognstad, Mayor

\_\_\_\_\_  
Melissa Ward, City Clerk

By regular/special meeting on:  
\_\_\_\_\_

SAGLE FIRE DISTRICT

ATTEST:

\_\_\_\_\_  
Matt Linscott, Commission Chairman

\_\_\_\_\_  
RuthAnn Zigler, Clerk of the Board

By regular/special meeting on:  
\_\_\_\_\_

WESTSIDE FIRE DISTRICT

ATTEST:

\_\_\_\_\_  
William Gadsby, Commission Chairman

\_\_\_\_\_  
RuthAnn Zigler, Clerk of the Board

By regular/special meeting on:  
\_\_\_\_\_