

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

Minutes of Regular Meeting held August 8, 2024

The Bonneville County Fire Protection District No. 1 (“Fire District”) held its regular monthly meeting of Commissioners on Thursday the 8th of August 2024 at the offices of Nelson Hall Parry Tucker, PLLC, at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402 convening at 12:00 p.m. The meeting was broadcast via Zoom with the following Meeting ID No. 843 1907 5816, and Passcode Fire2024.

The following were present:

Commissioners Ralph Isom, Derik Nielsen, and David Long (via telephone) were present. Commissioners Dana Kirkham and Tyler Gebbs were absent. The following were also present: Attorney Abigail French, District Communications Officer Dick Fowler, Fire Chief Stacy Hyde, City of Idaho Falls Fire Department Chief Duane Nelson, Jimmie Hitch (via Zoom), Jason Howard (via Zoom), Norman (via Zoom), and Station 1 (via Zoom). Notice of the time, place and purpose was posted at premises of 490 Memorial Drive, Idaho Falls, Idaho, as well as the Fire District website. A copy of the notice and agenda is attached to these minutes.

It was declared that a Quorum of Commissioners were present and due notice of the meeting had been posted in accordance with law.

DISCUSSION AND ACTIONS

1. **Call to Order.** The meeting was called to order at 12:12 p.m. by Chairman Ralph Isom.
2. **Approval of Minutes.** Minutes of the regular meeting of Commissioners held on July 11, 2024, were reviewed. A motion to accept the regular meeting minutes was made by Derik Nielsen and seconded by David Long. Said motion carried with the following vote: Aye- David Long, Derik Nielsen, and Ralph Isom. Nay- None.
3. **Monthly Financial Report and Bill Authorization.** The summary of accounts payable dated August 8, 2024, prepared and submitted by Accountant Terri Gazdik, was presented by Dick Fowler, with a total expenditure of \$26,498.67. Following discussion, a motion was made by Derik Nielsen and seconded by David Long, and unanimously accepted to approve the total expenditure of \$26,498.67.
4. **Discussion and Reports.** The following items were reviewed and discussed, or actions were taken:
 - a. District Operations Officer Dick Fowler gave his monthly report, which included the following:
 - A report on the retrofitting of the chassis for the water tank.
 - A report and discussion on the proposed ‘FIRE PROTECTION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO 1.’ (the ‘Agreement’). After discussion, a motion was made by Derik Nielsen to approve the

Agreement and authorize Chairman Ralph Isom to execute the Agreement. The motion was seconded by Ralph Isom and unanimously approved. A copy of the Agreement is attached to these minutes.

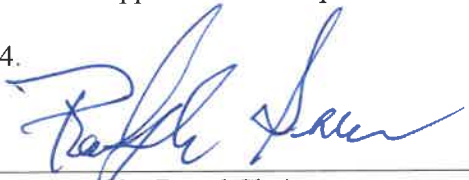
- A report and discussion on the proposed budget for the 2024-2025 fiscal year. After discussion, a motion was made by Derik Nielsen to approve the posting and publication of the notice of annual budget hearing and proposed 2024-2025 budget. Said motion was seconded by David Long and unanimously approved. A copy of the proposed budget is attached to these minutes.

- b. City of Idaho Falls Fire Department Chief Duane Nelson reported a total of one hundred and twenty-five (125) calls, of which fifty-eight (58) were fire related. Chief Hyde stated that he was excited to move forward with the Agreement and that he would take it to the city council for its consideration.
- c. Fire Chief Stacy Hyde reported a total of thirty-five (35) calls, of which five (5) were fire related. Chief Hyde also reported a total of five (5) public education events. Chief Hyde announced that he had hired two (2) full-time fire fighters as well as added an additional part-time fire fighter. Chief Hyde provided an update as to 'Tower 1' as well as to the progress he had made in locating a fire management record system. Finally, discussion was had on the possible use of the City of Ammon's fuel station and the drafting of a proposed use agreement.

5. **Public Comment.** No public comments were made.

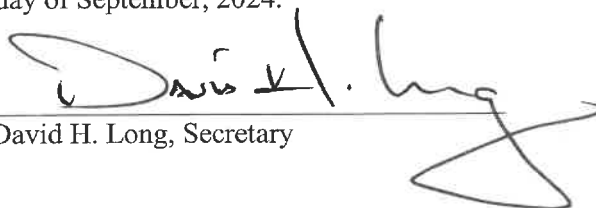
6. **Adjournment.** There being no further business to come before the Board of Commissioners at the meeting a motion was made to adjourn by Derik Nielsen and seconded by David Long with unanimous approval at 12:40 p.m.

Approved the 12th day of September, 2024.


Approved by Board Chairman

ATTEST:

The undersigned, as Secretary of the Bonneville County Fire Protection District No. 1, hereby attests that the foregoing minutes were approved by a proper vote of the Board of Commissioners of the Fire Protection District on the 12th day of September, 2024.


David H. Long, Secretary

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1
NOTICE AND AGENDA FOR MONTHLY MEETING
August 8, 2024

NOTE: This meeting will be conducted in person and by Zoom. Those joining by Zoom may connect with the following Meeting ID: 843 1907 5816 and Passcode: Fire2024. For those attending in person the number of persons permitted to attend may be limited for health safety reasons. Priority for personal attendance shall be given to the five serving Fire District commissioners and other officers of the District.

Notice is hereby given that the Bonneville County Fire Protection District No. 1 (“Fire District”) will hold its regularly scheduled monthly meeting on Thursday, August 8, 2024, at the hour of 12:00 o’clock p.m. to be held in the conference room at Nelson Hall Parry Tucker, PLLC., located at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402 and by Zoom, as above mentioned. The Commissioners of the Fire District will take up the following agenda during the meeting:

1. Call to Order and Roll Call by Chairman Ralph Isom.
2. Review and approval of minutes for regular meeting held on July 11, 2024.
Action: Approve minutes of regular meeting held on 07/11/2024.
3. Review and action on August 2024 monthly bills and financial statement for preceding month (Terri Gazdik).
Action: Approve monthly bills and financial report.
4. Discussion and Reports from District Operations Officer, Fire Chiefs, and legal counsel, including:
 - a. Richard Fowler, Operations Officer:
 - (1) Operations report.
 - (2) Discussion regarding proposed fire protection joint services agreement between the Fire District and the City of Idaho Falls and possible approval of said proposed agreement.
Possible Action: Approve proposed ‘FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1.’
 - (3) Discussion regarding proposed 2024-2025 budget and authorization to post and publish notice of annual budget hearing (scheduled to occur on August 22nd at 12:00 p.m.) and proposed budget for 2024-2025 fiscal year.
Possible Action: Approve posting and publication of notice of annual budget hearing and proposed 2024-2025 budget.
 - b. Chief Duane Nelson, report regarding Idaho Falls Fire Department activity and needs.
 - c. Chief Stacy Hyde, report regarding Ammon Area fire responses activity and needs, and discussion regarding need for fueling station and proposed purchase/construction of fueling station as well as status update regarding the Fire District’s possible use of the City of Ammon’s fueling station, including, but not limited to, the associated cost and term of agreement.
Possible Action: Authorize the construction/addition of fueling station and/or authorize the preparation of agreement with the City of Ammon regarding use of the City of Ammon’s fueling station.
5. Patron and community comments (limited to 5 minutes each)
6. **Summary of Action Items:**
 - (a) **Approval of July 11, 2024 regular meeting minutes.**

- (b) **Approval of monthly bills and financial report.**
- (c) **Possible approval of proposed 'FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN CITY OF IDAHO FALLS, IDAHO AND BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1.'**
- (d) **Possible approval to post and publish notice of annual budget hearing and proposed 2024-2025 budget.**
- (e) **Possible approval of construction/addition of fueling station and/or authorize the preparation of agreement with the City of Ammon regarding use of the City of Ammon's fueling station.**

7. Recess/Adjournment

Bonneville County Fire Protection District No. 1, Derik M. Nielsen, Dana Kirkham, David H. Long, Ralph Isom, and Tyler Gebbs,
Commissioners.

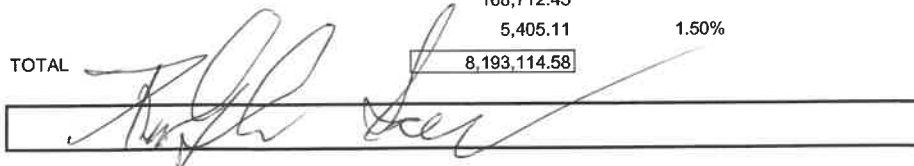
Bonneville County Fire Protection District #1
Summary of Accounts Payable
August 8, 2024

Vendor	Purchase	Invoice Date	Due Date	Invoice Amount	Net Amt Due
Nelson Hall Parry Tucker PA	July billing	07/31/24	Upon receipt	1,350.00	1,350.00
Cooper Norman	July billing	07/31/24	Upon receipt	4,252.70	4,252.70
Century Link	208-524-9124	07/10/24	pd online	35.02	35.02
	208-525-4800	07/28/24	pd online	21.81	21.81
Rocky Mountain Power	S 55th, S 45th	07/23/24	pd online	120.58	120.58
	2137 S Ammon	07/08/24	pd online	850.55	850.55
	2137 S Ammon	07/08/24	pd online	283.26	283.26
Intermountain Gas	144 S 55th W	08/01/24	pd online	17.63	17.63
	2137 S Ammon	08/02/24	pd online	38.43	38.43
	3575 Brookfield Lane	08/02/24	pd online	20.36	20.36
Cardmember Services	Ammon	07/08/24	Upon receipt	6,019.29	6,019.29
	BCFD	07/08/24	Upon receipt	91.44	91.44
ALSCO	LBLA2502758,LBLA2506328, LBLA2509840	7/1.7/15,7/29	Upon receipt	372.36	372.36
City of Ammon	2137 S Ammon	07/31/24	Upon receipt	136.80	136.80
	3575 Brookfield	07/31/24	Upon receipt	282.52	282.52
D Sterling	Inv 2558	07/12/24	Upon receipt	160.00	160.00
Idaho Furnace Plumbing Svc	Inv 27789549	07/11/24	Upon receipt	521.49	521.49
IIA Lifting Services Inc	Inv INDI84112	07/23/24	Upon receipt	1,073.59	1,073.59
LN Curtis & Sons	INV 846786	07/19/24	Upon receipt	2,601.01	2,601.01
	Inv 847059, 849236	7/22,7/26	Upon receipt	3,286.00	3,286.00
Point S Ron's Tire and Motorsports	Inv 4120406	07/09/24	Upon receipt	37.17	37.17
Pristine Supply	Inv 13358	07/15/24	Upon receipt	264.27	264.27
Steve Berg	7-13-24 reimbursement	07/31/24	Upon receipt	14.78	14.78
Teton Communications	Inv 27122	07/03/24	Upon receipt	2,149.61	2,149.61
Wex Fuel	July billing	07/31/24	Upon receipt	2,484.50	2,484.50
Xcition Inc	Inv 172	07/17/24	Upon receipt	13.50	13.50
	Total			26,498.67	26,498.67

Financial Institution	Amount	Current Interest Rate
Idaho Central Credit Union	277,584.64	4.72%
Frontier Credit Union	260,645.93	4.25%
Mountain America Federal Credit Union	316,908.73	4.56%
Westmark	291,694.94	5.25%
Citizens Community Bank/Glacier	284,667.25	4.00%
Lookout CU	266,205.73	5.11%
Bank of Commerce CD #6216	300,895.86	4.94%
Connections CU CD	287,638.40	4.79%
DL Evans	275,534.81	4.91%
LGIP	4,869,148.89	5.42%
Stifel	528,352.47	5.00%
Connections savings	31.37	
Frontier savings	8.50	
Idaho Central Credit Union Savings	25.00	
Mountain America Federal Credit Union	5.00	
Westmark Savings	25.28	
Lookout Credit Union savings	9,236.82	
Lookout Credit Union savings	25.70	
Bank of Commerce savings	50,361.70	0.50%
Bank of Commerce	168,712.45	
Bank of Commerce MM	5,405.11	1.50%
TOTAL	8,193,114.58	

Fiscal year	2023-2024
City of Idaho Falls payments	
Due	
October	x 420,268.00
January	x 420,268.00
April	x 420,268.00
July	x 420,268.00
Total	1,681,072.00

Authorization to pay bills


8,193,114.58

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1
Profit & Loss Budget vs. Actual
October 2023 through July 2024

	Oct '23 - Jul 24	Budget	\$ Over Budget	% of Budget
Income				
400.00 · Tax Revenues	3,844,680.58	3,738,817.00	105,863.58	102.8%
410.00 · Interest Income	289,470.56	262,500.00	26,970.56	110.3%
420.00 · Miscellaneous Income	27,941.96	146,169.16	-118,227.20	19.1%
440.00 · Grant Proceeds	3,000.00	427,500.00	-424,500.00	0.7%
Total Income	4,165,093.10	4,574,986.16	-409,893.06	91.0%
Expense				
500.00 · Advertising				
501.02 · Public Relations - Ammon	3,397.96	0.00	3,397.96	100.0%
502.02 · Fire Prevention - Ammon	2,438.70	0.00	2,438.70	100.0%
503.02 · Notices & Publications - Ammon	3,800.00	0.00	3,800.00	100.0%
500.00 · Advertising - Other	0.00	8,333.34	-8,333.34	0.0%
Total 500.00 · Advertising	9,636.66	8,333.34	1,303.32	115.6%
505.00 · Auto - Fuel & Oil	16,718.66	16,666.66	52.00	100.3%
510.00 · Bank Charges	2.40	0.00	2.40	100.0%
520.00 · Capital Outlay	73,236.86	587,500.00	-514,263.14	12.5%
530.00 · Travel	28.15	0.00	28.15	100.0%
535.00 · Dues & Subscriptions	2,149.00	4,166.66	-2,017.66	51.6%
550.00 · Ins - Fire, Auto & Liab.	12,039.00	20,833.34	-8,794.34	57.8%
568.00 · Audit Fees	18,000.00	12,500.00	5,500.00	144.0%
569.00 · Accounting Costs	50,992.70	50,000.00	992.70	102.0%
570.00 · Legal Costs	62,578.01	56,666.66	5,911.35	110.4%
572.00 · Contract Services - Fires	50.95	6,477.76	-6,426.81	0.8%
575.00 · Building Maintenance/Operation	24,120.43	29,166.66	-5,046.23	82.7%
576.00 · Ground Repair & Maint	485.00	0.00	485.00	100.0%
580.00 · Miscellaneous	5,988.21	0.00	5,988.21	100.0%
581.02 · Clothing & Uniforms - Ammon	15,281.49	0.00	15,281.49	100.0%
582.02 · Personal Protective Equip-Ammon	13,215.96	0.00	13,215.96	100.0%
583.02 · Postage - Ammon	25.08	0.00	25.08	100.0%
584.02 · Health & Safety - Ammon	1,450.08	0.00	1,450.08	100.0%
585.00 · Office Supplies/Expense	557.71	0.00	557.71	100.0%
586.00 · Training & Certification	15,246.70	6,250.00	8,996.70	243.9%
615.00 · Repairs & Maint - Equipment	10,389.58	37,500.00	-27,110.42	27.7%
616.00 · Vehicle Repair & Maintenance	20,973.78	0.00	20,973.78	100.0%
625.00 · Supplies	21,448.37	54,166.66	-32,718.29	39.6%
630.00 · Taxes & Licenses	1,196.00	0.00	1,196.00	100.0%
640.00 · Utilities	19,631.32	20,833.34	-1,202.02	94.2%
644 · Payroll, Benefits, & Taxes				
645.00 · Wages & Salaries	996,409.22	1,658,958.32	-662,549.10	60.1%
647.00 · Employee Benefits				
648.00 · Insurances - Employee	183,440.08	0.00	183,440.08	100.0%
648.11 · HSA	23,901.77	0.00	23,901.77	100.0%
648.12 · PERSI	118,621.59	0.00	118,621.59	100.0%
648.13 · HRA	2,674.42	0.00	2,674.42	100.0%
648.14 · Phone Reim	27.75	0.00	27.75	100.0%
647.00 · Employee Benefits - Other	701.25	0.00	701.25	100.0%
Total 647.00 · Employee Benefits	329,366.86	0.00	329,366.86	100.0%
650.00 · Wages - Tax Employer	75,432.91	0.00	75,432.91	100.0%
644 · Payroll, Benefits, & Taxes - Other	12,656.08			
Total 644 · Payroll, Benefits, & Taxes	1,413,865.07	1,658,958.32	-245,093.25	85.2%
655.00 · Workmens Compensation	42,327.00	37,500.00	4,827.00	112.9%
660.00 · IT	19,973.30	18,750.00	1,223.30	106.5%
675.00 · Fire Dept Grant Expend	8,143.70	0.00	8,143.70	100.0%
700.00 · Payments - City of Idaho Falls	1,681,072.00	1,681,072.00	0.00	100.0%
Total Expense	3,560,823.17	4,307,341.40	-746,518.23	82.7%
Net Income	604,269.93	267,644.76	336,625.17	225.8%

**FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN
CITY OF IDAHO FALLS, IDAHO AND
BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1**

This FIRE PROTECTION JOINT SERVICES AGREEMENT BY AND BETWEEN CITY OF IDAHO FALLS, IDAHO, AND BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1 (hereinafter "AGREEMENT") is between City of Idaho Falls, Idaho, a municipal corporation, whose address is P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and the Bonneville County Fire Protection District No. 1, a fire protection district organized under the laws of the State of Idaho serving portions of Bonneville County, (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, DISTRICT is a fire protection district duly and regularly organized pursuant to the provisions of Title 31, Chapter 14, Idaho Code, for the purpose of providing fire protection services within the boundaries of DISTRICT as established by law; and

WHEREAS, CITY is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, CITY owns and operates the Idaho Falls Fire and Public Safety Division for the purpose of providing fire protection and public safety services within City limits; and

WHEREAS, pursuant to Idaho Code Title 50, Chapter 3 and Idaho Code Section 31-1430, the Parties are authorized to enter into agreements for the mutually beneficial exercise of their respective powers; and

WHEREAS, the parties believe the execution of this Fire Protection Joint Services Agreement to provide joint fire protection services to the residents of DISTRICT and CITY will avoid duplication of services, will improve the quality of fire protection within the respective service areas of the parties and will reduce labor, equipment and maintenance costs incurred by the Parties in providing such services; and

WHEREAS, this AGREEMENT is made in order to allow CITY to provide the services

described in this AGREEMENT embraced within the boundaries of the DISTRICT excluding the area embraced within the geographic limits of the City of Ammon, Idaho, a municipal corporation of the State of Idaho; and

WHEREAS, each Party to this AGREEMENT desires to, and shall, retain all such Party's authority within its jurisdiction; and

WHEREAS, nothing in this AGREEMENT is intended to or should be interpreted to be a Joint Powers Agreement allowed by Idaho Code.

NOW THEREFORE, in consideration of the premises, covenants and conditions set forth herein, the Parties agree as follows:

1. **Fire Protection Services.** CITY agrees to provide fire protection services, as described herein, to DISTRICT in accordance with the terms and conditions of this AGREEMENT.
2. **Services to Residents of DISTRICT.** CITY will provide fire protection services for buildings, structures and real and personal properties embraced within the DISTRICT excluding the area embraced within the geographic limits of the City of Ammon, Idaho, as presently constituted, and as shown on the map attached hereto as Exhibit "A," and incorporated herein, or such other additional area or areas reasonably and lawfully annexed hereafter to DISTRICT, following mutual agreement of the parties to do so.
3. **Term.** The term of this AGREEMENT shall commence on October 1, 2024, and shall terminate on September 30, 2026, unless extended for an additional term by written agreement.
4. **Description of Fire Protection Services.** CITY agrees to provide fire protection services, as described herein, to DISTRICT at the same, or similar, level and degree of fire protection services provided by CITY to DISTRICT under prior agreements between the Parties for the same subject matter. Such fire protection services shall consist of the following services:
 - a. The use of CITY equipment and labor to suppress fires occurring within the boundaries of DISTRICT; and
 - b. The use of DISTRICT equipment and property to suppress fires occurring within the boundaries of the DISTRICT; and
 - c. Performance of "pre-plan" inspections of all commercial and industrial buildings

and structures located within DISTRICT, as necessary, in order to acquaint CITY fire protection officers with the layout of and fire protection measures within such buildings and structures, provided that CITY shall have no obligation to enforce violations of any DISTRICT fire or safety code, statute, law or ordinance, or of any other authority having jurisdiction thereof; and

- d. Dispatch of fire suppression, personnel, and equipment to DISTRICT; and
- e. Promotion and use of public information programs for the purpose of encouraging fire prevention measures.

5. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

6. **Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:

- a. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
- b. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
- c. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- d. In the event the needed equipment and personnel are not available, they are to immediately advise the requesting party of such fact.

7. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold

the other party, its employees, and officials, harmless from all costs, expenses, losses, and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

8. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

9. **Limitations of Service.** CITY shall have complete and sole discretion with respect to the delivery and allocation of such fire protection services in times of equipment or labor shortages or unavailability, force majeure, war, strike, or other emergency.

10. **Budget and Negotiation.** In consideration for the delivery of such fire protection services pursuant to this AGREEMENT, DISTRICT agrees to pay CITY the sum of One Million Seven Hundred Forty-Eight Thousand Three Hundred Fourteen Dollars (\$1,748,314) for 2024-2025 and One Million Eight Hundred Eighteen Thousand Two Hundred Forty-Six Dollars (\$1,818,246) for 2025-2026 terms of this Agreement. The 2024-2025 sum shall be paid in equal quarterly installments, each respectively due on October 10, 2024; January 10, 2025; April 10, 2025; and July 10, 2025. The 2025-2026 sum shall be paid in equal quarterly installments, each respectively due on October 10, 2025; January 10, 2026; April 10, 2026; and July 10, 2026.

On or before the last day of February 2026, DISTRICT shall notify CITY of its appointment of one (1) or more representatives to meet with CITY for the purpose of negotiating a possible extension of this AGREEMENT for two (2) or more additional years following the expiration of this AGREEMENT. The Parties shall provide to one another such information as may be reasonably obtained relating to the CITY fire protection budget; any change in the ratio between emergency calls originating from within the DISTRICT in comparison to such calls originating within the CITY; the number of staffing required to respond to emergencies originating from within the DISTRICT; in comparison to staffing for emergency calls originating from within the CITY; any increase in the cost of providing such services as a result of a State or

federal mandate or change of law; increase in costs attributable to any increased level of service; or any other appropriate and reasonable factor which affects the cost of providing fire protection service to the DISTRICT. In the event the Parties are unable to reach agreement before May 1 of 2026 during the term hereof, then this AGREEMENT shall automatically terminate at the expiration of the DISTRICT's fiscal year, unless the Parties mutually agree in writing to extend the AGREEMENT for an additional period of time.

11. **Lease of DISTRICT Equipment.** DISTRICT agrees to lease to CITY, for the entire term of this AGREEMENT, certain Leased Equipment. The Leased Equipment includes tools and implements for firefighting, including but not limited to, engines, hoses supplied-air respirators, and other firefighting tools as presently provided by DISTRICT to CITY, together with replacements of the same as requested by CITY to adequately maintain each DISTRICT engine in a serviceable condition to respond to fires within the District. It shall be the responsibility of DISTRICT to maintain records of purchase or ownership of DISTRICT's Equipment sufficient to identify the same. DISTRICT shall maintain an inventory sheet of DISTRICT'S Leased Equipment and may conduct periodic inspections of DISTRICT's Leased Equipment sufficient to maintain an accurate inventory of the same. The rental for the Leased Equipment shall be the sum of One Dollar (\$1.00) per year. CITY agrees to keep and maintain the Leased Equipment in a good state of repair throughout the term hereof, and CITY further agrees to purchase and maintain property damage insurance for at least the actual cash value thereof and shall provide DISTRICT with a certificate of such coverage from the Idaho Counties Risk Management Program (ICRMP). DISTRICT shall periodically replace and update its Leased Equipment such that its age and serviceability is approximately equivalent to the age and serviceability of CITY's equipment having a similar function. In the event of any loss or damage to DISTRICT' s equipment having a similar function, such that the Leased Equipment substantially loses its ability to operate in a safe, efficient, or economical fashion, DISTRICT shall promptly replace such Leased Equipment with equipment of comparable or greater value and function.

DISTRICT also agrees to be responsible for major expenses to replace or repair DISTRICT's equipment or apparatus, not to include Class A pumpers. The Parties agree that

major expense is defined to be non-aggregate expense of Five Thousand Dollars (\$5,000) or more.

CITY agrees to insure DISTRICT's fire station property covered by this AGREEMENT under its property and liability coverage of CITY' s ICRMP policy. CITY agrees to surrender all Leased Equipment to DISTRICT, upon termination of this AGREEMENT.

12. **Lease of DISTRICT's Fire Station.** DISTRICT agrees to lease, and does hereby lease, to CITY for the sum of One Dollar (\$1.00) per year, that certain property commonly known as the Lincoln Fire Station, located at 3475 E. Leihm, Idaho Falls, Idaho 83401. CITY shall purchase, and/or maintain, fire and extended coverage insurance insuring the interest of CITY and DISTRICT in the building and property described above, as their interests may appear, for the fair market value thereof, throughout the term of this AGREEMENT. The Parties shall perform repair and maintenance on DISTRICT's fire station at 3475 E. Leihm, in accordance with the following: DISTRICT shall be responsible for major repairs to DISTRICT's fire station during the term of this AGREEMENT. For purposes of this AGREEMENT, "major repairs" shall be defined as 1) structural repairs to the building, repair, maintenance, or replacement of fixed building equipment, including but not limited to the elevator, HVAC, roof and plumbing, and repair and replacement of windows, sidewalks, and water, sewer, and irrigation lines appurtenant to the building, and 2) repairs that are estimated to cost more than Five Thousand Dollars (\$5,000).

CITY shall be responsible for minor repairs to DISTRICT's fire station during the term of this AGREEMENT. For purposes of this AGREEMENT, "minor repairs" shall be defined as the repair, maintenance, or replacement of, but not limited to, computers, telephone system, fire extinguishers, and electrical bulb fixtures and 2) repairs that are estimated to cost Four Thousand Nine-Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$4,999.99), or less.

CITY shall be responsible for routine maintenance of the HVAC system. CITY shall be responsible for performing all general maintenance to the interior of DISTRICT's fire station, including, but not limited to, cleaning of carpets and other general janitorial services.

CITY shall be responsible for all general maintenance to the exterior and grounds of DISTRICT's fire station, including, but not limited to, painting, mowing, weeding, irrigation, and

general grounds maintenance. CITY shall be responsible for snow removal from DISTRICT's fire station grounds, including all sidewalks on or adjacent to DISTRICT fire station grounds.

13. **Termination.** This AGREEMENT shall terminate at 11:59 p.m. local time on September 30, 2026, unless extended, in writing, by the parties. In the event of any termination as set forth above, CITY shall forthwith surrender possession of the leased real property described in Section 11 of this AGREEMENT, and any DISTRICT purchased equipment. That is part of this AGREEMENT.

14. **Construction.** In the event of any ambiguity in the terms and conditions hereof, the Parties agree that no adverse construction shall be drawn against the drafter hereof, it being their intention that this AGREEMENT be construed solely in accordance with the Parties' intentions as evidenced by any extrinsic circumstances demonstrating such intent.

15. **Dispute Resolution.** CITY and DISTRICT mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the term of this AGREEMENT. The Parties, through their respective staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Chief for each entity and no more than one (1) Council member from CITY, and no more than one (1) DISTRICT commissioner shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be considered by the Parties for submission to binding arbitration.

16. **Venue and Jurisdiction.** This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this AGREEMENT shall be exclusively in the District Court of the Seventh Judicial of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

17. **Waiver.** Any waiver of a Party's rights with respect to any breach of this AGREEMENT, or with respect to any other matter arising in connection with this AGREEMENT, shall not

constitute a waiver with respect to any other breach or matter arising in connection with this AGREEMENT. All waivers must be in writing and signed by an authorized representative of the Party granting the waiver.

18. **Nature of Relationship.** Nothing herein shall be construed to be a Joint Powers Agreement, joint enterprise, joint venture, partnership, or joint undertaking between the Parties. It is the sole intent of the Parties that CITY shall be considered an independent contractor with respect to its fire protection services to DISTRICT, pursuant to this AGREEMENT. Neither Party shall have authority or a right to bind the other to any obligation, debt, or undertaking of any kind whatsoever, other than as contemplated in this AGREEMENT.

19. **Complete Agreement.** This writing evidences the complete and final agreement of the Parties on the subject matter of this AGREEMENT, and no other statement, representation or understanding shall be binding except as expressly set forth herein. In particular, this writing supersedes all prior agreements between the Parties regarding the delivery of fire protection and public safety services to DISTRICT and the Parties expressly acknowledge and agree to a full satisfaction and release of all claims, obligations or liabilities arising from said prior agreements. This AGREEMENT shall not obligate either Party to any agreement a Party makes with another person or entity.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

ATTEST:

By _____
Corrin Wilde, City Clerk

By _____
Rebecca L. Noah Casper, Ph. D., Mayor

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

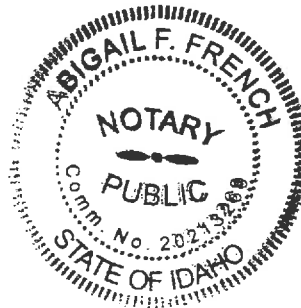
By *Ralph Isom*
District Chairman Ralph Isom

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 8 day of August, 2024, before me, the undersigned, a notary public for Idaho, personally appeared Ralph Isom, known to me to be a District Commissioner of the Bonneville County Fire Protection District No. I, a fire protection district organized under the laws of the State of Idaho, the fire protection district that executed the foregoing document, and acknowledged to me that he is authorized to execute the same for and on behalf of said fire district.

IN WITNESS WHE REOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Abigail F. French
Notary Public of Idaho
Residing at Idaho Falls
My Commission Expires: July 12, 2027



**Bonneville County Fire
Protection District #1
Proposed Budget for Year Ended 9/30/2025**



**BONNEVILLE COUNTY
FIRE DISTRICT #1**

Revenues	<u>Budgeted 2024-2025</u>
Taxes-limited to 3% increase	4,139,655
Contract fire revenue	150,000
Interest on investments (estimated)	330,000
Miscellaneous - net fees collected by Ammon	29,319
	4,648,974
Expenditures	
Advertising and Public Relations	10,000
Audit	20,000
Vehicle and travel	20,000
Building and Grounds Maintenance	20,000
Equipment Maintenance	49,000
Capital Outlay	100,000
Commissioner's Expense(includes pr taxes, wc, PERSI)	81,000
Computer Support and Equipment	76,000
Property insurance	25,000
Training and Safety	7,500
Workmens Compensation Insurance	58,000
Dues and Subscriptions	5,000
Legal	72,000
Accounting	63,000
Supplies and Miscellaneous	65,000
Utilities	25,000
Employee Payroll, Retirement, Benefits	2,204,159
City of Idaho Falls Contract	1,748,315
Total	4,648,974
Excess (Deficit)	0

Proposed payment to the City of Idaho Falls for the year ended 9-30-2025

\$1,748,314.91/4 payments	October 10, 2024	437,078.73
	January 10, 2025	437,078.73
	April 10, 2025	437,078.73
	July 10, 2025	437,078.73
\$1,748,314.91 represents the contract agreed upon with The City of Idaho Falls		
TOTAL		1,748,314.91

Proposed Budget:

General Fund (3%)	4,106,795
New Construction	112,339
Less: Property Tax Replacement	(79,479)
Maximum non-exempt property tax budget	4,139,655