

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

Minutes of Regular Meeting held November 9, 2023

The Bonneville County Fire Protection District No. 1 ("Fire District") held its regular monthly meeting of Commissioners on Thursday the 9th day of November, 2023 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. 863 1776 5963, and Passcode 2023Fire.

The following were present:

Commissioners Ralph Isom, Derik Nielsen (via phone until 12:39 p.m.), Dana Kirkham (beginning at 12:07 p.m.), Tyler Gebbs (via Zoom from 12:11 p.m. to 12:40 p.m.), and David Long were present. The following were also present: Attorney Abigail French, Attorney Douglas Nelson, Accountant Terri Gazdik, District Operations Officer Dick Fowler, Ammon Area Fire Chief Stacy Hyde, City of Idaho Falls Fire Department Chief Duane Nelson, James Hitch, Blake Gil, Jim Telford, Collin Jensen, BCFD Station (via Zoom), Jason Howard (via Zoom), Ucon Area Fire Chief Scott Norman, and Jeri Hart. 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 12:04 p.m. by Chairman Ralph Isom.
2. **Approval of Minutes.** Minutes of the regular meeting of Commissioners held on October 12, 2023, were reviewed. A motion to accept the minutes was made by David Long and seconded by Derik Nielsen. Said motion carried with the following vote: Aye- Derik Nielsen, David Long, and Ralph Isom. Nay- None. Minutes of the special meeting of Commissioners held on September 20, 2023, were reviewed. A motion to accept the minutes of the special meeting was made by David Long and seconded by Derik Nielsen. Said motion carried with the following unanimous vote: Aye- Derik Nielsen, David Long, and Ralph Isom. Nay- None.
3. **Monthly Financial Report and Bill Authorization.** The summary of accounts payable dated November 9, 2023, prepared and submitted by Accountant Terri Gazdik, was reviewed, with a total expenditure of \$455,234.62. Ms. Gazdik reviewed the expenditures and reported on related items. Ms. Gazdik explained that the Fire District was not bringing in a lot of money but was spending a lot of money. Ms. Gazdik reported on the status of two (2) CDs and explained that said CDs still needed to be taken care of. Following discussion and upon motion by David Long and seconded by Dana Kirkham, and unanimously accepted, the report was approved for a total expenditure of \$455,234.62.
4. **Annual Engagement Letter Between Fire District and Cooper Norman.** The proposed engagement letter dated October 10, 2023, was prepared and submitted by Accountant

Terri Gazdik. Discussion was had on the proposed engagement letter. Ms. Gazdik explained that the engagement letter was Cooper Norman's standard template and did not change the service scope or pricing and that the engagement letter simply memorialized the agreement. A motion to authorize the execution of the engagement letter between the Fire District and Cooper Norman for accounting and related services was made by Dana Kirkham and seconded by David Long. Said motion carried with the following vote: Aye- Derik Nielsen, David Long, Dana Kirkham, Ralph Isom. Nay- None. Tyler Gebbs abstained from the vote.

5. **Discussion and Reports.** The following items were reviewed and discussed or actions were taken:

- a. District Operations Officer Dick Fowler reported on the following items:
 1. Mr. Fowler reported on the status of the fire truck that was ordered in the summer. Mr. Fowler explained that construction of the fire truck had not yet begun.
 2. Mr. Fowler reiterated his request that the Commissioners consider building a station and/or storage facility on the 65th property due to the number of items being improperly stored outside due to the sale of the station to the City of Idaho Falls, which resulted in a lack of storage space.
 3. Mr. Fowler reported on his efforts to locate a Northeast property. Discussion was had on the possibility of Flagship Homes building in the City of Ammon if the development was approved.
 4. Mr. Fowler reported on the status of the grange lease agreement. Specifically, Mr. Fowler reported that the lease agreement ends December 31, 2023, and that he had not had an opportunity to discuss extending the lease with the current tenants. Mr. Fowler stated that the grounds were in better condition than they had been.
 5. Mr. Fowler discussed the possible adoption of the Uniform Fire Code AKA International Fire Code. Attorney Doug Nelson explained that his preliminary opinion was that adoption was not necessary because of Idaho Code Section 41-253 and relevant code sections because said code section effectively adopts the International Fire Code for all fire agencies and appoints all fire chiefs as assistant fire marshals. Attorney Nelson went on to explain that the code has certain relevant and helpful exceptions for a Fire District. Attorney Nelson explained that the code leaves open the possibility for a county ordinance to be passed to adjust certain matters, for example, the number of acres required for an exemption under subsection (2) of Idaho Code Section 41-253. However, Attorney Nelson stated he was unaware of Bonneville County passing any ordinance on the subject. Attorney Nelson recounted his discussion with William Punkoney, an attorney at White Peterson with expertise in the field, and Mr. Punkoney's agreement that a separate adoption was likely unnecessary and probably inappropriate. Discussion was had by Mr. Fowler on the inspection division that had been created due to the concern with buildings in the county not being compliant with the fire code. Discussion was then had between City of Idaho Falls Fire Department Chief Duane Nelson

and the Commissioners regarding the expectation of inspections occurring and the scope of the current contract. Attorney Nelson explained that this matter historically had not been a focus of the contract and that the matter needed to be flagged and addressed in future agreements. Discussion was had on coordinating efforts in the meantime between Chief Nelson and City of Ammon Fire Chief Stacy Hyde to address concerns. Attorney Nelson then addressed the ambiguity that currently exists with some geographic areas and the responsible responding agency. It was agreed that a work session would be immediately held with Chief Nelson and Chief Hyde along with Chairman Ralph Isom and Commissioner Dana Kirkham to resolve and clarify said outstanding matters.

- b. City of Idaho Falls Fire Department Chief Duane Nelson reported a total of one hundred and two (102) calls, forty-one (41) of which were fire calls. Chief Nelson reported on residential fires and a commercial fire occurring at Teton Mills. Chief Nelson estimated total losses at \$400,000.00 for the month.
- c. Ammon Area Fire Chief Stacy Hyde reported a total of twenty-seven (27) calls, one (1) of which was a structure fire. Chief Hyde estimated total losses at \$10,000.00 for the month. Chief Hyde reported a total of fifteen (15) public education events, which included a successful open house, fire station tours, and a Halloween event. Chief Hyde reported that Steven Berg successfully applied for a grant and had been awarded \$3,000.00 in grant money, and that said monies were to be used to update the training room. Chief Hyde reported he had received eight (8) applications for the open full-time positions and expected to receive more applications as the deadline drew closer. Finally, Chief Hyde reported on the current health insurance and the potential desire to switch providers. Chief Hyde explained that he had been approached by Jason Howard and that Jason Howard recommended the IAFF Health and Wellness Trust. (Attached to these minutes is a copy of the 2024 Medical Plans and Rates handout that was provided to those in attendance.) Chief Hyde stated he anticipated doing more research on the proposed insurance and would potentially ask the Commissioners to take action on the matter next month. No action was taken on the matter.

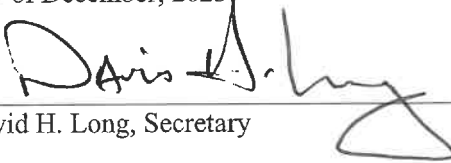
- 6. **Public Comment.** No public comments were made.
- 7. **Adjournment.** There being no further business to come before the Board of Commissioners at the meeting a motion was made to adjourn by David Long and seconded by Ralph Isom with unanimous approval at 12:56 p.m.

Approved the 14th day of December, 2023.


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 14th day of December, 2023.



David H. Long, Secretary

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1
NOTICE AND AGENDA FOR MONTHLY MEETING
November 9, 2023

NOTE: This meeting will be conducted in person and by Zoom. Those joining by Zoom may connect with the following Meeting ID: 863 1776 5936 and Passcode: 2023Fire. 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, November 9, 2023, 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 the regular meeting held October 12, 2023.
Action: Approve minutes of regular meeting held 10/12/2023.
3. Review and approval of minutes of the special meeting held September 20, 2023.
Action: Approve minutes of special meeting held 09/20/2023.
4. Review and action on November 2023 monthly bills and financial statement for preceding month. (Terri Gazdik).
 - a. **Action: Approve monthly bills and financial report.**
 - b. Discussion regarding annual engagement letter between Fire District and Cooper Norman for accounting and related services.
Possible Action: Authorize execution of annual engagement letter between Fire District and Cooper Norman for accounting and related services.
5. Discussion and Reports from District Operations Officer, Fire Chiefs and legal counsel, including:
 - a. Richard Fowler, Operations Officer:
 - (1) Operations report.
 - (2) Discussion regarding grange lease agreement and possible options for upcoming year.
Possible Action: Decision(s) regarding grange for upcoming calendar year.
 - (3) Discussion regarding possible Adoption of Uniform Fire Code AKA International Fire Code.
Possible Action: Adoption of International Fire Code AKA Uniform Fire Code.
 - 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.
 - (1) Discussion on firefighter medical insurance
6. Patron and community comments (limited to 5 minutes each)

7. **Summary of Action Items:**

- (a) **Approval of October 12, 2023 meeting minutes.**
- (b) **Approval of September 20, 2023 special meeting minutes.**
- (c) **Approval of monthly bills and financial report.**
- (d) **Possible approval to authorize execution of annual engagement letter between Fire District and Cooper Norman for accounting and related services.**
- (e) **Possible decision regarding grange for upcoming calendar year.**
- (f) **Possible adoption of International Fire Code AKA Uniform Fire Code.**

8. 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
November 9, 2023

Vendor	Purchase	Invoice Date	Due Date	Invoice Amount	Net Amt Due
Nelson Hall Parry Tucker PA	Inv 11/6/2023	10/31/23	Upon receipt	3,847.36	3,847.36
Cooper Norman	INV 128629	10/31/23	Upon receipt	4,835.00	4,835.00
Century Link	208-524-9124	10/1/023	pd online	35.02	35.02
	208-525-4800	10/28/203	pd online	20.51	20.51
Rocky Mountain Power	S 55th, S 45th	10/23/203	pd online	86.02	86.02
	2137 S Ammon	11/06/23	pd online	659.95	659.95
	2137 S Ammon	11/06/23	pd online	131.49	131.49
Intermountain Gas	144 S 55th W	10/30/23	pd online	107.29	107.29
	2137 S Ammon	10/31/23	pd online	194.40	194.40
	3575 Brookfield Lane	10/31/23	pd online	49.34	49.34
Cardmember Services	Ammon	11/08/23	Upon receipt	13,780.72	13,780.72
	BCFD	11/08/23	Upon receipt	91.44	91.44
ALSCO	LBLA2431348, LBLA2435189	10/9, 10/23	Upon receipt	218.84	218.84
B & K Lawn & Landscape	Inv 129969, 129972	10/11/23	Upon receipt	170.00	170.00
BPA Health	0034780-IN	11/01/23	Upon receipt	75.00	75.00
City of Ammon	2137 S Ammon	10/31/23	Upon receipt	125.80	125.80
	3575 Brookfield	11/01/23	Upon receipt	109.22	109.22
City of Idaho Falls	Oct payment	10/19/23	Upon receipt	420,268.00	420,268.00
D & L Cleaners	10/30/2023	10/23/23	Upon receipt	217.20	217.20
Larsen Fire Apparatus	10/27/2023	10/27/23	Upon receipt	1,430.00	1,430.00
O'Reilly	3832126259	10/20/23	Upon receipt	20.99	20.99
Real Enterprises LLC	10/5/2023	10/05/23	Upon receipt	4,282.20	4,282.20
Witmer Public Safety	Inv 309769 , 346833	10/30/23	Upon receipt	407.60	407.60
Teton Communications	Inv 24851	10/01/23	Upon receipt	1,872.00	1,872.00
T-Mobile	Oct invoice	10/31/23	Upon receipt	220.55	220.55
Wex Fuel	Oct billing	10/31/23	Upon receipt	1,978.68	1,978.68
	Total			455,234.62	455,234.62

Financial Institution	Amount	Current Interest Rate
Idaho Central Credit Union	matures 1/13/2024	277,584.64 4.43%
East Idaho Credit Union		255,476.13 0.05%
Mountain America Federal Credit Union	matures 3/19/25	306,467.32 4.56%
Westmark	matures 4/24/2024	280,596.02 5.25%
Citizens Community Bank/Glacier	matures 5/27/2024	275,042.42 4.00%
Lookout CU	matures 10/22/23	266,205.73 0.25%
Bank of Commerce CD #6216	matures 6/24/2024	290,676.97 4.25%
Connections CU CD	matures 6/1/2024	280,163.54 3.35%
DL Evans	matures 3/27/2024	263,858.04 3.05%
LGIP		3,823,125.08 5.17%
Stifel		509,354.68 4.50%
Connections savings		31.37
Idaho Central Credit Union Savings		25.00
Mountain America Federal Credit Union		5.00
Westmark Savings		25.28
Lookout Credit Union savings		25.00
Lookout Credit Union savings		25.70
Bank of Commerce savings		50,233.68 0.48%
Bank of Commerce		95,376.12
Bank of Commerce MM		5,345.47 1.50%
TOTAL		6,979,643.19

Fiscal year		223-2024
City of Idaho Falls payments		
Due		
October	x	420,268.00
January		420,268.00
April		420,268.00
July		420,268.00
Total		1,681,072.00

Authorization to pay bills


6,979,643.19

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1

Profit & Loss Budget vs. Actual

October 2023

11/09/23

Accrual Basis

	Oct 23	Budget	\$ Over Budget	% of Budget
Income				
400.00 · Tax Revenues	9,695.65	17,077.00	-7,381.35	56.8%
4030.00 · Proceeds from Sale of Assets	0.00	0.00	0.00	0.0%
4040.00 · Gain/loss on investments	0.00	0.00	0.00	0.0%
410.00 · Interest Income	19,274.85	26,250.00	-6,975.15	73.4%
420.00 · Miscellaneous Income	0.00	14,616.88	-14,616.88	0.0%
440.00 · Grant Proceeds	3,000.00	0.00	3,000.00	100.0%
Total Income	31,970.50	57,943.88	-25,973.38	55.2%
Expense				
500.00 · Advertising	4,913.54	833.37	4,080.17	589.6%
505.00 · Auto - Fuel & Oil	1,790.97	1,666.63	124.34	107.5%
510.00 · Bank Charges	0.00	0.00	0.00	0.0%
520.00 · Capital Outlay	0.00	58,750.00	-58,750.00	0.0%
530.00 · Travel	0.00	0.00	0.00	0.0%
535.00 · Dues & Subscriptions	0.00	416.63	-416.63	0.0%
550.00 · Ins - Fire, Auto & Liab.	0.00	2,083.37	-2,083.37	0.0%
565.00 · Interest	0.00	0.00	0.00	0.0%
568.00 · Audit Fees	0.00	1,250.00	-1,250.00	0.0%
569.00 · Accounting Costs	4,835.00	5,000.00	-165.00	96.7%
570.00 · Legal Costs	3,847.36	5,666.63	-1,819.27	67.9%
571.00 · Consulting Services - Website	0.00	0.00	0.00	0.0%
572.00 · Contract Services - Fires	50.95	0.00	50.95	100.0%
574.00 · Contract Services-Machine Hire	0.00	0.00	0.00	0.0%
575.00 · Building Maintenance/Operation	398.73	2,916.63	-2,517.90	13.7%
576.00 · Ground Repair & Maint	0.00	0.00	0.00	0.0%
580.00 · Miscellaneous	4,282.20	0.00	4,282.20	100.0%
581.02 · Clothing & Uniforms - Ammon	781.78	0.00	781.78	100.0%
582.02 · Personal Protective Equip-Ammon	0.00	0.00	0.00	0.0%
583.02 · Postage - Ammon	0.00	0.00	0.00	0.0%
584.02 · Health & Safety - Ammon	0.00	0.00	0.00	0.0%
585.00 · Office Supplies/Expense	55.53	0.00	55.53	100.0%
586.00 · Training & Certification	0.00	625.00	-625.00	0.0%
615.00 · Repairs & Maint - Equipment	3,302.00	3,750.00	-448.00	88.1%
616.00 · Vehicle Repair & Maintenance	2,284.78	0.00	2,284.78	100.0%
625.00 · Supplies	1,978.61	5,416.63	-3,438.02	36.5%
630.00 · Taxes & Licenses	0.00	0.00	0.00	0.0%
640.00 · Utilities	1,871.16	2,083.37	-212.21	89.8%
644 · Payroll, Benefits, & Taxes				
645.00 · Wages & Salaries	81,289.69	165,895.76	-84,606.07	49.0%
647.00 · Employee Benefits	45,367.21	0.00	45,367.21	100.0%
650.00 · Wages - Tax Employer	6,143.48	0.00	6,143.48	100.0%
644 · Payroll, Benefits, & Taxes - Other	959.32			
Total 644 · Payroll, Benefits, & Taxes	133,759.70	165,895.76	-32,136.06	80.6%
655.00 · Workmens Compensation	0.00	3,750.00	-3,750.00	0.0%
6560 · Payroll Expenses - BCFD	0.00	0.00	0.00	0.0%
660.00 · IT	2,097.70	1,875.00	222.70	111.9%
675.00 · Fire Dept Grant Expend	1,796.00	0.00	1,796.00	100.0%
700.00 · Payments - City of Idaho Falls	420,268.00	420,268.00	0.00	100.0%
800.00 · Depreciation	0.00	0.00	0.00	0.0%
999 · Undistributed	0.00	0.00	0.00	0.0%
999.10 · Pension Asset	0.00	0.00	0.00	0.0%
999.11 · Deferred Outflows Assumptions	0.00	0.00	0.00	0.0%
999.21 · Deferred inflows investments	0.00	0.00	0.00	0.0%
999.50 · Contribution Expense	0.00	0.00	0.00	0.0%
Total Expense	588,314.01	682,247.02	-93,933.01	86.2%
Net Income	-556,343.51	-624,303.14	67,959.63	89.1%



October 10, 2023

Bonneville CO Fire Dist #1

Re: Engagement with Cooper Norman for Outsourced Accounting, Finance, and Bookkeeping Services

Thank you for allowing Cooper Norman the opportunity to perform outsourced accounting, finance, and bookkeeping services for your organization (collectively, "Accounting Services"). This agreement confirms your understanding of, and agreement with, the scope of the Financial Services you have asked Cooper Norman to perform and the terms under which we have agreed to do that work. If you have any questions regarding this agreement, or believe we have missed or misstated your understanding, please let us know prior to signing below. Any requests or notices made or given by you to us in accordance with this agreement must be in written form, whether by letter, email or otherwise.

Scope of Services To Be Provided

At your request and under your direction, we will perform the Accounting Services described, including the terms set forth in the attached Appendices, which are incorporated by reference as if set forth fully herein.

Additionally, upon your request, we may provide you additional assistance and/or advice regarding your ongoing financial reporting, accounting records, and/or business management issues, which may include our advice or recommendations as to alternatives of which we are aware. Our advice, including as to related alternatives, will be based on our knowledge, training, and experience, but at all times, the decisions you make are strictly yours, as is the responsibility for the financial records of your company. We encourage you to reflect on our recommendations and implement what you believe is best for your company.

In the event a service that we do not provide is or becomes necessary to continue or complete the engagement, we will advise you of that lack of such service along with any recommendations we have. If you decline to engage in such necessary service, and we are otherwise able to appropriately address the terms of this engagement, we will continue the engagement accordingly. However, in the event you decline to engage in such necessary service, and we are unable to appropriately address the terms of this engagement by other means, termination of this engagement may result.

Additional Services

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services.

Engagements for additional services may necessitate that we issue a separate engagement letter or addendum to this engagement letter to reflect the obligations of both parties. Although we commit to strive to meet your

needs, we reserve the right to decline a request for additional services that is outside the scope of services we provide, our expertise, or for any other reason. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

Other Services

Our engagement does not include any procedures designed to: (1) detect or discover irregularities, errors, misrepresentations, fraud, or theft; or (2) identify and communicate deficiencies or material weaknesses in your systems of internal control. If we suspect such instances, we may advise you and recommend methods to deal with your specific situation. However, our engagement cannot be relied upon to disclose such matters.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates at the time the services are performed. We will request a retainer payment in advance of the services being performed, as well as ongoing replenishments of the retainer. You also agree to reimburse us for all related out-of-pocket expenses incurred.

Independence

In performing services pursuant to this agreement, Cooper Norman will be an independent contractor of your organization, and this agreement shall not be deemed to create a partnership, joint venture, or other legal arrangement between the parties. Cooper Norman is not responsible for your internal control procedures, acts of employees, or third parties. Cooper Norman, in its sole professional judgment, reserves the right to refuse to take any action that may be construed as making management decisions or performing management functions.

Your Responsibilities

As a condition to our performing the Accounting Services described above, you agree to make all management decisions; designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services; evaluate the adequacy of the services performed; accept responsibility for the results of the services, including decisions regarding the implementation of any recommendations we provide; and establish and maintain internal controls.

You authorize Cooper Norman to accept instructions from you and/or from the personnel you designate for your financial investment in this ongoing engagement. You agree you are responsible for the proper recordkeeping of transactions in the records, the safekeeping of assets, and the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, income tax basis.

We request that you provide all documents in an electronic format that are needed for us to complete our work. We will provide you with an email address that you can use to scan and send information to us. We will also provide you with access to a document "portal," so that you may upload documents to us and retrieve documents that we share with you. In the unlikely event we obtain any hard copy documents from you, the same will be returned to you when our work is complete, unless otherwise agreed. We do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need.

You are responsible for providing timely responses to questions and calls for decisions and devoting the resources necessary to achieve the objectives of the engagement. You also agree to notify us of any change of your contact information or preferred method of communication. If the information you provide is not

submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services.

Fees and Payment

We want to ensure that you are never surprised by the price for any service we provide. Unless we have agreed to a value price or unless specified in Appendix D, you will be billed at our normal billable rates, subject to the terms and policies contained in Appendix A.

No billed amounts will be pro-rated as of the date of termination of this engagement. Any dispute regarding fees charged by Cooper Norman must be submitted in writing within 10 days of the invoice date. You waive any disputes to the billed amount after that 10-day period has expired.

Conflicts of Interest

To the best of our knowledge and based on the information you have provided to us, we are not aware of any conflicts of interest in the acceptance of this engagement. We will advise you immediately of any potential conflicts of interest, should they arise. Further, if we in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without completing this engagement.

Hardware and Software Limitations

During the course of the engagement, we may recommend that you purchase and install computer or technological hardware, software, communications, or services. We will do our best to provide appropriate recommendations when available, but the final decision and responsibility to purchase any computer or software products is at your sole discretion. We do not guarantee or warranty any product or service of any third party. Warranties, to the extent they exist, are provided only by the manufacturer, developer, or vendor, as applicable, of those computer or software products.

We have a basic understanding of computer hardware, but our area of expertise is in accounting software and related integrated applications. We do not have the skill set to work on your network, computer hardware, Windows configuration, mapping of drives, or any other computer related issues. We advise that you maintain an ongoing relationship with a qualified IT professional and/or company to ensure that you have assistance available when technology needs arise. This includes your obligation to ensure that you have access to the internet in order to work with the software solutions and other cloud-based applications that we will use as a core part of the services we provide to you.

Confidentiality

Cooper Norman agrees to take reasonable steps to protect all Confidential Information (as defined below) and to use Confidential Information only in connection with providing Accounting Services to you. For purposes of this agreement, "Confidential Information" means any and all information about your company that is private and not in the public domain that is provided, obtained, or produced in connection with the services whether in written, oral, digital, or other tangible form, including, without limitation, all information furnished at any time relating your business, customers, intellectual property, processes, strategies, all portions of any analyses, compilations, data, studies, or other documents prepared by Cooper Norman that contain or are based on any furnished information or that reflect its review of such information, and any and all information concerning

your plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, financial information, and any other information, which, under the circumstances, would reasonably be considered confidential (the "Confidential Information").

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry. Cooper Norman agrees to take reasonable steps necessary to ensure that the confidentiality of the Confidential Information is maintained and that the Confidential Information is protected from unauthorized disclosure, but not to a greater extent than you use to protect the Confidential Information. Without limiting the generality of the foregoing, Cooper Norman shall employ procedural safeguards to protect the Confidential Information and shall not disclose Confidential Information to any party outside its organization without your prior written approval. In the event disclosing your information is required by law or other regulatory authorities, you hereby consent to our disclosure of your information as required.

We may communicate with you and/or store engagement data via email, portals, cloud platforms, or other digital means. We and any of our third-party vendors will maintain reasonable measures to safeguard communications and engagement data in those environments. Notwithstanding those measures, there exist inherent risks that engagement data may be breached, and in the specific case of email, that messages maybe undelivered, or intercepted or used by, disclosed to, or shared with an unintended third party. Cooper Norman represents that, as a matter of policy, it informs its personnel about the importance of maintaining the confidentiality of client information; provided, however, Cooper Norman can neither guarantee against nor be held liable for the unauthorized interception or breach of data. You accept those risks and authorize us to proceed with the aforementioned digital activities. Further, we advise you to make use of our portal or encrypted email as the most secure means of digitally transmitting to us your confidential, proprietary, and personally-identifiable information. In the event of a data breach, each of us agrees to notify the other in the most expedient time possible and without unreasonable delay. You agree to hold us harmless as to any adverse consequence you may sustain as a result of sharing your data with us not in accordance with our advice, or from any other data breach in connection with this engagement, except to the extent determined to have been caused by our gross negligence or willful misconduct.

The deliverable(s) presented as part of this engagement are for the internal use of your management and are not to be distributed externally to third parties, in whole or in part, or used for any other purpose. You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business and during the engagement. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This agreement will apply to all materials whether in digital or "hard copy" format.

Record Retention

Our work papers are the property of our firm and will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. It is our policy to keep our electronic and work paper files electronically for three months, unless otherwise required by tax or other regulatory agencies. At the end of three months, electronic files may be erased. All work paper and miscellaneous report copies that we are not required to retain will be discarded at the conclusion of the engagement.

You, at all times, assume responsibility for a decision to maintain hard copies of your original documents or to limit your document retention to the digital copies stored by the web application. Our work papers are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Third Party Disclosure and the use of Third-Party Services

During this engagement, we will use one or more third-party applications (including internet-based application providers) to provide portions of our services to you. This may include online filing of your Accounts Payable or other business documents. You hereby consent to and authorize our firm to transmit Confidential Information that you provide to us to third parties to facilitate delivering our services to you. Examples of such transmissions may include, but are not limited to, the access to your contact information by members of our team (independent contractors such as consultants, administrative assistants, or third-party developers), transfer of accounting information and other data files via the internet, online back-up services, website developer and hosting services (for newsletter and order processing), or a credit card processing company. We strive to work only with established companies that we believe to be reputable and that have demonstrated their commitment to safeguarding your data. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. Please feel free to inquire if you would like additional information regarding the transmission of Confidential Information to entities outside our firm.

Upon the termination of this engagement, you will have the option to continue use of any third-party subscription-based services at your expense. If you desire to continue any such third-party subscription service, you agree to effectuate the transfer of services to your name and to assume responsibility of payment within 10 days of the end of our work with you. You understand that if you do not assume responsibility for such services, they may be cancelled. Further, you may be responsible for any additional fees imposed by the third-party service provider if you elect to restore those services

Suspension or Termination of Services

This agreement is designated to begin the date signed and continue in effect for the duration of the provision of Accounting Services. Either party may terminate this engagement at any time for any reason by providing 10 days' advance written notice to the other party, and such termination will be effective as of the 11th business day following the date shown on the written termination/resignation of either party. Upon suspension or termination, we will use commercially reasonable efforts to transfer to you, or your designated representative, information in our possession to which you are entitled under the AICPA Code of Professional Conduct.

We reserve the right to terminate our work immediately if, during the course of the engagement, we become aware of any matters that would compromise our professional or ethical standing in any way, either in fact or based on confirmed or potential public perception.

Further, if you fail to provide requested information or pay for services for this engagement on the agreed upon schedule, we may either discontinue performing services for you until all outstanding balances are paid and/or withdraw from the engagement 10 days after the mailing of written notice to you at the same address to which statements are sent. If our work is suspended due to lack of payment and we later receive payment from you along with your request that we resume services, we may provide you with an updated timeline for completion of any past due work. We are under no obligation to resume services nor are we under any obligation to continue using the prior pricing agreement. You understand that this may result in significant delays in

processing.

If our work is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, or for any other damages, including consequential damages.

Covenant not to Solicit

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within one year of when they last worked for Cooper Norman, you shall pay us a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

Dispute Resolution

If a dispute arises regarding the meaning, performance, or enforcement of this engagement, except as to fees charged by Cooper Norman, and if the dispute cannot be settled through negotiation, the parties agree to first try to settle the dispute by mediation according to the guidelines specified by the American Arbitration Association under its Rules for Professional Accounting and Related Services. And that the parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement and according to the Idaho Rules of Civil Procedure. The costs of any mediation proceedings shall be shared equally by all parties.

In the event mediation fails to settle the dispute, you and Cooper Norman both agree that any dispute regarding, arising out of or relating to this engagement, whether arising in contract, tort, statute, regulation, common law or otherwise, will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. The parties agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions to dismiss and demurrers, prior to any arbitration hearing. The parties further agree that the arbitrator shall have the power to award any remedies available under applicable law, and that the arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. The parties agree that the decree or award rendered by the arbitrator may be entered as a final and binding judgment in any court having jurisdiction thereof. In agreeing to arbitration, the parties both acknowledge that, each of the parties is giving up the right to have the dispute decided in a court of law before a judge or jury and instead the parties are accepting the use of arbitration for resolution.

Notwithstanding the provisions of this Dispute Resolution section, both parties agree that equitable relief, including injunctive relief and specific performance, shall also be available in the event of a breach of the provisions of the Confidentiality section of this agreement.

Indemnification

You agree to indemnify, defend, and hold harmless Cooper Norman, its affiliates, officers, directors, employees, agents, and representatives from and against any and all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) suffered or incurred by Cooper Norman relating to any claim of a third party arising from or in connection with our performance or non-performance of any covenant, agreement or obligation of Cooper Norman arising from this engagement, other than by reason of the Cooper Norman's gross negligence, willful misconduct or bad faith. This Indemnification section shall survive any termination or expiration of this engagement and agreement.

Limitation of Liability

Any litigation arising out of this engagement, except actions by us to enforce payment by you for our professional invoices, must be asserted within one year from the date any such cause of action accrues, or within three years from the completion of the engagement, whichever is earlier, regardless of any longer period of time for commencing such claim may be set by law.

Notwithstanding anything to the contrary contained herein, in no event shall Cooper Norman's total liability to you for any and all claims, damages, and costs arising from this engagement, exceed an amount equal to the aggregate amount of the service fees paid to Cooper Norman by you during the period of twelve (12) calendar months immediately preceding the accrual of any claim. The existence of one or more claims will not enlarge this limit.

Assignment

All obligations and work product provided under this Agreement are between the company and Cooper Norman and neither party shall assign any rights or delegate any obligations nor work product hereunder without the other party's prior written consent. Any attempted assignment without the required consent shall be null and void.

Governing Law

This Agreement, and all disputes relating to this engagement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to the principles of conflicts of law thereof or application of the principle of forum non conveniens.

Insurance Requirements

You hereby represent that you have business insurance necessary to cover the scope and aspects of the engagement as described in this agreement and related Appendices.

Entire Agreement

This agreement sets forth the entire agreement relating to our work with you. This agreement supersedes any prior agreements, discussions, and/or understandings. No amendment or modification of this agreement shall be valid unless in writing and signed by both parties to this agreement. If any portion of this agreement is deemed to be invalid or unenforceable, said finding shall not invalidate the remainder of the terms set forth in this engagement letter.

No Warranty

The information we provide through financial statements and/or projections may be based on factors such as assumptions on future events, and therefore, we are not able to guarantee the performance and/or vouch for the information provided if future events do not prove to be accurate. We will, however, attempt to provide the most accurate information to the best of our ability.

Our services are not designed to substitute for your own business judgement nor are they meant to mitigate the necessity of your personal review and analysis of your investments or records. Your decisions are your sole responsibility. Our services are meant to be an aide in your decision-making process.

Confirmation of Agreement

We appreciate the opportunity to be of service to you. Please date and sign this engagement letter and return a signed copy to us to acknowledge your agreement with the terms of this engagement. This agreement will not take effect and we will have no obligation to provide Accounting Services until we receive a signed copy of this letter.

Sincerely,

Cooper Norman

Cooper Norman APPROVED:

The above agreement and the supporting Appendices confirm our understanding of the services to be performed and the limitations of those services.

Date: 10/8/22 Signature *[Signature]*
[], Individually
and as Chairman on behalf of BCFD,

Appendix A

Service Level Agreement, Financial Policies

Your Cooper Norman Accounting Team

The team will include professional staff or other members of the firm. Additional/alternate personnel may be assigned to you where appropriate as this engagement progresses. You will also receive ongoing support from our Client Advisory and Accounting Services Support Team.

Your Processing, Meeting and Reporting Schedule

In order to ensure timely and accurate ongoing services, it is important that you provide us with your ongoing transactions, accounts payable, and other information, and that you attend your ongoing meetings with us based on the following schedule:

Transaction Processing –Please ensure that all documents are submitted to Bill.com twice a week. Your documents will be processed as soon as possible, and no later than fourteen (14) business days of receipt, unless we are prevented from completely processing a specific document or transaction due to your failure to provide us accurate and complete information. This schedule may be changed by mutual oral or written agreement.

Monthly Management Meetings - You will receive your Internal Management Reporting Package from us in order to provide the content needed for this meeting. More frequent communication may be required as we begin our work with you and/or when we are completing any Service Order requests. We will coordinate this with you.

Reports

You will receive confirmation from us that your internal management reports have been finalized and are available for your review as soon as possible.

Service Order Requests – Fees and Terms

- We may request a retainer from you prior to beginning any Service Order requests.
- Your retainer deposit will be applied to our ongoing services with you. Additional retainer deposits may be requested as work progresses.
- As a reminder, we will not be obligated to provide services to any client who does not have a retainer deposit on account.
- If you are set up on a value price, this “Service Order” Policy will apply.

Out of Pocket Expenses

You will be charged for travel and for any out-of-pocket expenses we incur on your behalf (office supplies, postage, etc.). Generally, these charges will be invoiced monthly and will be due within 10 days of the invoice date. However, we reserve the right to request payment in advance for estimated out-of- pocket expenses at our discretion. All other terms are as outlined in the “Fees” section of this agreement.

Hardware and Software Purchases (including ongoing software subscription charges)

All costs for hardware and software purchases are due in full prior to each purchase. Depending on the nature of the purchase, you may be billed by Cooper Norman or by the vendor directly. Payment for ongoing subscription services (such as application hosting) requires automatic billing to your credit or checking account.

On-Site Services

We have many ways of working with you remotely. This includes, but is not limited to, Remote Access through WebEx, GoToMeeting, Remote Accounting Solutions, document exchange via web-portal, etc. We prefer to work remotely for three reasons:

1. We can schedule an appointment with you much more quickly;
2. It is a more cost-effective alternative for you than paying travel expenses; and
3. We are more readily available to you and our other clients to answer questions as they arise.

For these and many other reasons that benefit you as our client, our accounting, finance, and bookkeeping services are provided in a virtual environment. We will make on-site visits as agreed upon.

If we could be of any assistance in any other way, please do not hesitate to contact us. We thank you for the opportunity to be of service to you and look forward to working with you!

Appendix B

Sales and Use Tax Engagement Letter

The primary objective of our engagement is to file required state tax filings for sales & use tax that have been identified by you as meeting the required filing test in each of the States the company files in. This engagement does not cover a full Nexus study of what States we should file in, it is up to the company to determine if requirements are met. To the extent you would like additional services or additional states reviewed and filed (beyond the states and jurisdictions upon initial engagement) a separate fee quote will be provided for these additional services.

Additional services may be requested including but not limited to:

- To the extent that you have nexus for prior periods in the states that were reviewed, we can assist you with estimating the amount of potential tax due for these periods. To the extent you would like assistance from us to come into compliance with prior tax filing responsibilities, this can be generally accomplished through the submission and filing of a voluntary disclosure agreement with a particular state, if available.
- We can assist you with obtaining state tax registrations in a state to the extent they are needed.
- We can assist you with putting procedures in place to request and document customer exemption certificates.
- We can also assist you with a sales tax technology solution and/or make recommendations to you on a provider for this service.

Deliverables

Any recommendations included in any deliverable(s) will be based upon information you provide. The deliverable(s) presented as part of this engagement concerning States you are currently filing in are for internal use only and are not to be distributed externally to third parties, in whole or in part, or used for any other purpose.

Any advice we give you is based upon tax reference materials, facts, assumptions, and representations that are subject to change. Tax reference materials include, but are not limited to, the Internal Revenue Code ("IRC"), regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and court decisions. We will not update our advice after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations. We may be available to update our advice as a separate engagement. If you ask us to update our work for changes in the information or representations that you provide to us or tax law changes, we will confirm this representation in a separate engagement letter.

Hardware and Software Warranties

During the course of the engagement, we may recommend purchase and installation of computer or technological hardware, software, communications, or services by your company. Warranties, to the extent they exist, are provided only by the manufacturer/developer/vendor of those computer or software products. We will do our best to provide appropriate recommendations when available, but the final decision and

responsibility to purchase any computer or software products is at your sole discretion.

Computer Consulting Limitations

We have a basic understanding of computer hardware, but we have experience with sales and use tax software and related integrated applications. We do not have the skill set to work on your network, computer hardware, Windows configuration, mapping of drives or any other computer related issues. We advise that you maintain an ongoing relationship with a qualified IT professional and/or company to ensure that you have assistance available when technology needs arise. This includes your obligation to ensure that you have access to the internet in order to work with the software solutions and other “cloud- based” applications that we will use as a core part of the services we provide to you.

Client Responsibilities

Support includes, but is not limited to, the collection of all relevant documents (paper or electronic) and the scheduling of interviews and coordination of meetings to acquire all the information required to completely and accurately file sales & use tax.

Failure to receive such support in a timely manner may negatively affect our ability to fulfill the requirements in the *Engagement Objectives and Scope* and *Engagement Deliverables* within the agreed- upon timeframe.

We will not perform management functions or make management decisions. Management is responsible for proper recording of transactions in the accounts, for safeguarding of assets, and for maintaining substantial accuracy of the taxpayer’s financial records. Management also is responsible for the identification of, and the taxpayer’s compliance with, laws and regulations applicable to its activities. It is your responsibility to provide us support of your personnel to achieve timely completion of the service.

We may provide advice, research materials, and recommendations to assist your management in performing its functions and making decisions; however, management has the final responsibility and should review the services carefully.

Appendix C Federal 1099 Form Engagement Letter

1099/1096 Preparation

If you have engaged us for 1099 Preparation.

Our responsibilities: We will prepare, from information you provide, Federal and State (if applicable) Forms 1099/1098 and Transmittal Form 1096. We will not review or audit any information you provide to us to prepare these forms. We will not prepare Forms 1099/1098 and Transmittal Form 1096 without your signature on this engagement letter.

Your responsibilities: It is your responsibility to determine the recipients of your 1099s from your company's books and records, to gather the recipient's correct information required to issue the 1099s, to retain proper receipts and other documents in your office in compliance with 1099 filing.

A failure to file penalty may occur if you do not file these forms by January 31st. We must receive all the 1099 information in our office by January 25th. If not received by that date we have no responsibility for any penalty that may arise from your failure to provide 1099 information to our office, for late filing or failure to file, or for incorrect information reported on these forms.

IAFF Health & Wellness Trust
Local 5396 / Bonneville County Firefighters, ID
2024 Medical Plans / Rates



IAFF Health & Wellness Trust

	2024 Plans - Local 5396		2024 Plans - IAFF Health & Wellness Trust	
	Gold 800	Plan \$500E	Regence Blue Shield PPO	Plan \$1000E
Network	Regence Blue Shield of ID	Regence Blue Shield PPO	Regence Blue Shield PPO	Regence Blue Shield PPO
Deductible (Individual / Family)	In-Network (IN): \$800 / \$1,600 Out-of-Network (OON): Unknown	In/Out-of-Network (OON): \$500 / \$1,000	In/Out-of-Network (OON): \$1,000 / \$2,000	In/Out-of-Network (OON): \$1,000 / \$2,000
Coinsurance	In: You Pay 30% OON: Unknown	In-Network: You Pay 20% OON: You Pay 40%	In-Network: You Pay 20% OON: You Pay 40%	In-Network: You Pay 20% OON: You Pay 40%
Out-of-Pocket (OOP) Maximum (Individual / Family)	IN: \$7,000 / \$14,000 OON: Unknown	In/OON: \$2,500 / \$5,000	In/OON: \$3,000 / \$6,000	In/OON: \$3,000 / \$6,000
Office Visits	Office Visit: \$30 Copay Specialist: \$50 Copay	In-Network: \$20 Copay OON: 40% after Deductible	In-Network: \$20 Copay OON: 40% after Deductible	In-Network: \$20 Copay OON: 40% after Deductible
Emergency Room (Copay waived if admitted)	\$350 Copay, then 30% after Deductible	In/OON: \$100 Copay; then 20% after Deductible	In/OON: \$100 Copay; then 20% after Deductible	In/OON: \$100 Copay; then 20% after Deductible
Hospitalization	Deductible, then 30%	In-Network: 20% after Deductible OON: 40% after Deductible	In-Network: 20% after Deductible OON: 40% after Deductible	In-Network: 20% after Deductible OON: 40% after Deductible
Outpatient Labs/Radiology	30%, Deductible waived	In-Network: Covered in Full OON: 40% after Deductible	In-Network: Covered in Full OON: 40% after Deductible	In-Network: Covered in Full OON: 40% after Deductible
Complex Imaging (CT, PET, MRI)	Deductible, then 30%	In-Network: Covered in Full OON: 40% after Deductible	In-Network: Covered in Full OON: 40% after Deductible	In-Network: Covered in Full OON: 40% after Deductible
Prescription Drugs - Retail	\$10 Tier 1 / \$35 Tier 2, Deductible waived Deductible then, \$50 Tier 3 / 50% Tier 4 \$20 Tier 1 / \$70 Tier 2, Deductible waived Deductible then, \$100 Tier 3 / 45% Tier 4	\$5 Generic / \$25 Preferred Brand / \$50 Non-Preferred Brand x2 Retail Copays	\$5 Generic / \$25 Preferred Brand / \$50 Non-Preferred Brand x2 Retail Copays	\$5 Generic / \$25 Preferred Brand / \$50 Non-Preferred Brand x2 Retail Copays
Prescription Drugs - Mail Order	N/A	VSP: 1 exam/PCV; Covered in Full	VSP: 1 exam/PCV; Covered in Full	VSP: 1 exam/PCV; Covered in Full
Vision Exam	N/A	VSP: Covered in Full	VSP: Covered in Full	VSP: Covered in Full
Vision Hardware	N/A	up to \$400 (1st pair) and \$200 (2nd pair) every other calendar year	up to \$400 (1st pair) and \$200 (2nd pair) every other calendar year	up to \$400 (1st pair) and \$200 (2nd pair) every other calendar year
Premiums (Including vision)	Gold 800	Plan \$500E	Plan \$1000E	Plan \$1000E
Employee Only	\$665.61	\$700.69	\$662.85	\$662.85
Employee & Spouse	\$1,331.22	\$1,401.38	\$1,325.70	\$1,325.70
Employee & Child	\$1,264.66	\$1,331.32	\$1,259.42	\$1,259.42
Employee, Spouse & 2+ Children	\$1,930.27	\$2,032.01	\$1,922.27	\$1,922.27

*** All IAFF Health & Wellness Trust Plans Include:**

- VSP Vision - one (1) exam/year, up to two (2) pairs of glasses and/or contacts every other calendar year
- MD/IVE Telehealth - Covered in Full (Qualified HDHP plans subject to deductible, then covered in full)
- Access to Transparent Planned Surgery, Oncology Care, and Virtual PT Benefits
- \$20,000 Life/AD&D Benefit (Actives Only)
- \$5,000 Critical Illness Benefit (Actives Only)
- Member Assistance Program - up to five (5) face-to-face visits per member per incident (Actives Only)

