

## **BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1**

### **Minutes of Regular Meeting held November 10, 2022**

The Bonneville County Fire Protection District No. 1 ("Fire District") held its regular monthly meeting of Commissioners on Thursday the 10<sup>th</sup> day of November, 2022 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. 915 6054 4357, and Passcode 103418.

The following were present:

Commissioners David H. Long, Ralph Isom, Derik Nielsen,, and Tyler Gebbs were present. The following were also present: Attorney Doug Nelson, Attorney Abigail French, District Operations Officer Dick Fowler, Ammon Area Fire Chief Stacy Hyde, City of Idaho Falls Fire Deputy Chief Jon Perry, Ucon Fire Chief Scott Norman, Ron Anderson with Bonneville County Fire Marshalls, Jason Howard, Curtis Smith with IAFF, Andy Moldenhauer with IAFF, Christa Trinchera with Chaplains of Idaho, James Hitch, BCFD Station (via Zoom), and Kim Gebbs (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 12:00 p.m. by Ralph Isom.
2. **Approval of Minutes.** Minutes of the regular meeting of Commissioners held on October 13, 2022 were reviewed and following a motion by Ralph Isom and seconded by Derik Nielsen, the same were unanimously approved.
3. **Monthly Financial Report and Bill Authorization.** The summary of accounts payable dated November 10, 2022 prepared and submitted by Accountant Terri Gazdik, was reviewed, with a total expenditure of \$91,852.00. Dick Fowler, on behalf of Ms. Gazdik, reviewed the expenditures and reported on related items. Mr. Fowler discussed the purchase of a chief response vehicle for Chief Stacy Hyde. Specifically Mr. Fowler discussed the bids that had been received from other local

dealerships. Chief Hyde had received four (4) different bids, with three (3) of the bids being within \$300.00 to \$400.00 of each other. However, the bid received from Nissan (\$68,000.00) had been significantly higher than the others. Ultimately Chief Hyde chose to purchase a 2022 Chevrolet 1500 from Smith Chevrolet. Chief Hyde noted that one of the reasons he selected said vehicle was because the vehicle was ready for immediate pick up, while the others had a wait time of four (4) to six (6) weeks. A motion was made to approve the purchase of the chief response vehicle in the amount of \$49,900.00 by Derik Nielsen and seconded by David Long, with no further discussion the motion was unanimously accepted. Mr. Fowler reported that the chief response vehicle was being equipped with radio systems, siren, and other necessary features by Teton Communications. Discussion was had on the purchase of miscellaneous equipment as well as the invoice from Colson Signs, which was for lettering on a tanker. Ralph Isom discussed the rates of return on the CDs and stated that he and Derik Nielsen had worked on getting a higher interest rate on the DL Evans CD, with the higher interest rate beginning December 1, 2022. Ralph Isom reported that once the Bank of Commerce CD matured, they would do the same. Following discussion and upon motion by David Long and seconded by Tyler Gebbs, and unanimously accepted, the report was approved for a total expenditure of \$91,852.00.

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

- a. District Operations Officer Dick Fowler reported on the purchase of the chief response vehicle and explained that the purchase did not need to go to bid given the fact that the purchase was under \$50,000.00. Mr. Fowler reported on the possible donation of the 1994 GM Chassis Classic Pumper to Idaho Falls School District 91. Mr. Fowler stated that he had been in discussion with the City of Ammon regarding the donation, as he wanted direction from them, given the fact that Ammon tax dollars had purchased the vehicle. Mr. Fowler reported that the City of Ammon held title to the vehicle. In response, Chief Hyde reported that he had discussed donation of the vehicle with the City Administrator Micah Austin and that the discussion item was addressed at a city council meeting. At that meeting, the city counsel decided that they did not want to donate the vehicle outright at this time and instead wanted to see if other fire districts would be interested in purchasing the vehicle. If there was no interest from other districts in purchasing the vehicle, then the city would consider declaring the property as surplus and donating it. Mr. Fowler discussed that the vehicle had been deployed to Sun Valley this summer, so it was still being utilized in some degree. Chief Hyde reported that he had discussed with Beverly Hott the idea of allowing students the opportunity to practice winterizing the vehicle at the west station. Chief Hyde stated he had also discussed this idea with Micah Austin and that Micah Austin was possibly going to

propose the idea to the city council. Mr. Fowler also reported that the District had received the check from the City of Idaho Falls for the purchase of the fire station. Mr. Fowler also reported that the purchase of the property from BV Hackman Road, LLC. Mr. Fowler stated that the land had appraised at around \$278,000.00 and that land grading would likely be necessary. Attorney Doug Nelson explained that BV Hackman Road, LLC had issued full title coverage and had removed all exceptions after discussions with legal counsel. Mr. Fowler reported he had been in communication with the architect who had drafted the plans for the other fire stations. Mr. Fowler also reported that he had received one bid for siding on the garage but that the individual who prepared the bid forgot to measure window casings, and he (Mr. Fowler) had not received an updated bid.

- b. Deputy Chief Jon Perry reported that the City of Idaho Falls had moved into 'Station 7' and that preparations were being made to ensure the space was functional for their needs. Deputy Chief Perry reported that digital emergency communications were to be installed next week and that the plan was to have at least one (1) ambulance running out of the station part-time. Deputy Chief Perry also reported that the City had received the Safer Grant and that the interview process was underway for the hiring of twelve (12) individuals to staff that station. Deputy Chief Perry expected the station to be manned beginning in April. Deputy Chief Perry reported a total of eighty-seven (87) calls, with thirty-one (31) of which being fire calls. Deputy Chief Perry reported that one of the fires had been an explosion that started off as a controlled burn but that gasoline had been used to initiate the fire; additionally, another one of the fires had been a vehicle fire that appeared to be started intentionally but that an investigation was currently pending. Deputy Chief Perry also reported that there had been a jeep that caught fire as well. Discussion was had on the fire that occurred at 2654 N 25 E, Idaho Falls, ID 8340; the fire was started by a dozer catching fire and the loss was estimated at approximately \$300,000.00. Mr. Fowler questioned on whether the fire was within the City of Idaho Falls limits. Deputy Chief Perry reported that he estimated total losses at \$377,000.00, assuming the 2654 N 25 E fire was considered in the county. Deputy Chief Perry stated that he would check on that question and get back to Mr. Fowler.

c.

(1) Chief Stacy Hyde reported that the Ammon Area fire fighters responded to a total of twenty-two (22) calls. A copy of the 'October 2022 Run Summary' is attached hereto. Chief Hyde also reported that they had a community Halloween event that was well attended.

(2) Chief Hyde introduced Christina Trinchera, Executive Director of Chaplains of Idaho. Ms. Trinchera explained that the Chaplains of Idaho currently serve a number of local entities and that the purpose of the program is to dispatch a non-denominational pastor to support victims and community members in times of need. Ms. Trinchera explained that the organization is a 501C3 nonprofit and is funded by private donations and grants. Discussion was had on the Agreement of Understanding between Chaplains of Idaho and Bonneville County Fire District. A motion to authorize Ralph Isom to execute the Agreement of Understanding was made by Tyler Gebbs and seconded by Derik Nielsen, after discussion the motion was unanimously approved. An executed copy of the Memorandum of Understanding between Chaplains of Idaho and Bonneville County Fire District is attached hereto.

(3) Chief Hyde then discussed the possible formal recognition of IAFF Local #5396 as the bargaining agent for the full-time Bonneville County Fire District firefighters. Discussion was had that Ralph had been given certification that affirmed a majority of the firefighters of the District had designated IAFF Local #5396 as their bargaining agent. Attorney Doug Nelson explained that he has to write an opinion to the auditor for the District every year that states all contracts that the District entered into are fully enforceable and lawful. Additionally, Attorney Nelson explained that Idaho has its own unique statute that deals with fire districts and recognition of a bargaining agent that is not connected with national legislation. The Idaho statute, I.C. Section 44-1803 provides that if an organization is selected by a majority of the firefighters of the district (with the definition of firefighter defined by Idaho Code Section 44-1801 (1)– “paid members, except supervisors, of any regularly constituted fire department. . .”), the district shall recognize said organization as the sole and exclusive bargaining agent for all firefighters of the district. Additionally, Idaho Code Section 44-1804 requires each side designate bargaining officers. After explanation by Attorney Nelson, discussion was had as to the definition of fire fighters and the number of district firefighters that had selected IAFF Local #5306 as their bargaining agent. Chief Hyde explained that the District currently has twenty-eight (28) total firefighters; of the twenty-eight (28), three (3) are supervisors, leaving twenty-five (25) total firefighters; of the twenty-five (25), ten (10) are full-time firefighters and fifteen (15) are part-time firefighters. Attorney Nelson explained his reservation that only ten (10) of the twenty-five (25) had selected IAFF Local #5396 as their bargaining unit. Jason Howard with the District explained that there was not a lot that IAFF local #5306 could even bargain for as it relates to part-time firefighters as he did not believe that most, if any, part-time firefighters were working enough to be eligible for PERSI benefits. Curtis Smith with IAFF explained that he believed the

definition of “paid member” under Idaho Code Section 44-1801 (1) included only full-time firefighters. In support of his argument, Mr. Smith referenced Idaho Code Section 72-1403 (A), which defines “paid fireman” as follows:

The words “paid fireman” are synonymous with “paid firefighter,” and means any individual, male or female, excluding office secretaries employed after July 1, 1967, who is on the payroll of any city or fire district in the state of Idaho prior to October 1, 1980, and who devotes his or her principal time of employment to the care, operation, maintenance or the requirements of a regularly constituted fire department of such city or fire district in the state of Idaho.

Mr. Smith also referenced Idaho Code Section 59-1391(f), which provides:

“Paid firefighter” means any individual, male or female, excluding office secretaries on the payroll of any city or fire district in the state of Idaho who devotes his or her principal time of employment to the care, operation, maintenance or the requirements of a regularly constituted fire department of such city or fire district in the same state of Idaho.

Mr. Smith argued that based on how paid fireman is defined in the above other sections, the definition of firefighter for purposes of Title 44, Chapter 18 of Idaho Code was limited to full-time firefighters and excluded paid call. Mr. Smith also explained the difficulties in representing paid call and that their union would not represent paid call. Discussion was had on the possibility of waiting to vote on recognizing the union until the next meeting and the possibility of seeing if the full-time firefighters wanted to include three (3) part-timers to ensure compliance with the statute. In response, Tyler Gebbs stated he opposed waiting until the next meeting and that if 100% of the full-time firefighters had agreed, that the District would be doing the full-time firefighters a disservice by not honoring their request. Attorney Nelson explained that he had some concern with the language, although he understood the interpretation Mr. Smith was advocating for, namely that in determining full-time fire-fighters, excluding supervisors as well as part-time firefighters. Discussion was had on the possibility of the agreement harming part-time firefighters. In response, Mr. Smith stated that the union has no intentions of harming such individuals, as it is impossible to operate without part-time firefighters. After discussion, Tyler Gebbs made a motion to formally recognize IAFF Local #5396 as the bargaining agent

of the full-time firefighters of the District. Said motion was seconded by Derik Nielsen and approved unanimously.

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 Tyler Gebbs and seconded by Derik Nielsen with unanimous approval at 1:39 p.m.

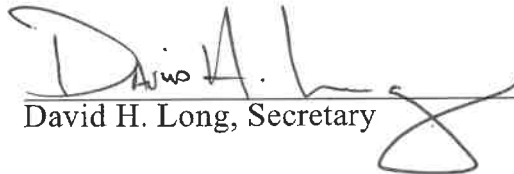
Approved the 8<sup>th</sup> day of December, 2022.



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 8<sup>th</sup> day of December, 2022.



David H. Long, Secretary

## BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

### NOTICE AND AGENDA FOR MONTHLY MEETING November 10, 2022

**NOTE: This meeting will be conducted in person and by Zoom. Those joining by Zoom may connect with the following Meeting I D number 915 6054 4357 and Pass Code: 103418 . 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, October 13, 2022 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 13, 2022  
**Action: Approve minutes of regular meeting held 10/13/22**
3. Review and action on November, 2022 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) Discussion regarding authorization of purchase of chief response vehicle  
**Possible Action: Approval of purchase of chief response vehicle**
    - (2) Discussion regarding possible future declaration of surplus and donation of 1994 GM Chassis Classic Pumper to Idaho Falls School District 91
    - (3) Operations report.
  - 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) Report regarding Ammon Area fire response activity and needs
    - (2) Discussion regarding Memorandum of Understanding between Chaplains of Idaho and Bonneville County Fire District with guest speaker Christa Trinchera  
**Possible Action: Approval of Memorandum of Understanding between Chaplains of Idaho and Bonneville County Fire District**
    - (3) Discussion regarding recent organization/unionization of full-time Bonneville County Fire District firefighters and possible formal recognition of IAFF Local #5396  
**Possible Action: Formal recognition of IAFF Local #5396**
5. Patron and community comments (limited to 5 minutes each)
6. **Summary of Action Items:**
  - (a) Approval of October 13, 2022 meeting minutes.

**(b) Approval of monthly bills and financial report**

**(c) Possible approval of purchase of chief response vehicle.**

**(d) Possible approval to approve Memorandum of Understanding between Chaplains of Idaho and Bonneville County Fire District**

**(e) Possible approval to formally recognize IAFF Local #5396**

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**  
**November 10, 2022**

Vendor	Purchase	Invoice Date	Due Date	Invoice Amount	Discount Available	Net Amt Due
Nelson Hall Parry Tucker PA	Oct Consulting	11/04/22	Upon receipt	4,704.00		4,704.00
Cooper Norman	consulting - Inv1103681	11/02/22	Upon receipt	4,273.30		4,273.30
Century Link	208-524-9124	10/10/22	pd online	35.02		35.02
	208-525-4800	10/28/22	pd online	23.22		23.22
Rocky Mountain Power	S 55th, S 45th	10/24/22	pd online	135.42		135.42
	2137 S Ammon	11/07/22	pd online	93.81		93.81
	Fire station	11/04/22	pd online	607.85		607.85
Intermountain Gas	S 55th W	10/28/22	pd online	78.94		78.94
	S 45th W	11/01/22	pd online	66.08		66.08
	2137 S Ammon	10/31/22	pd online	90.59		90.59
	3575 Brookfield Lane	10/31/22	pd online	29.09		29.09
Cardmember Services	BCFD	11/07/22	Upon receipt	4.52		4.52
	Ammon	11/07/22	Upon receipt	6,134.43		6,134.43
Allied Business Solutions	Inv AR400487, AR404692	10/5 11/1	Upon receipt	60.13		60.13
ALSCO	LBLA2332064,28065,36154	10/24 10/10 11/7	Upon receipt	298.35		298.35
Apparatus Equipment & Service	Inv 22-IV-163	9/15/22	Upon receipt	1,070.28		1,070.28
B & K Lawn & Landscape	Inv 119144, 119283	10/20 10/25	Upon receipt	160.00		160.00
BPA Health	0029654-IN, 0029909-IN	10/1 11/1	Upon receipt	150.00		150.00
City of Ammon	Oct 2137 S Ammon	10/21/22	Upon receipt	130.80		130.80
	Oct 3575 Brookfield	10/21/22	Upon receipt	161.81		161.81
Colson Signs	Inv 4733, 4732	10/15/22	Upon receipt	4,298.00		4,298.00
D & L Cleaners & Laundry	11-2-22	11/02/22	Upon receipt	227.90		227.90
IRON	Inv 3601	11/01/22	Upon receipt	100.00		100.00
LN Curtis	Inv 757894, Inv 641105	10/12 10/14	Upon receipt	8,863.75		8,863.75
Mountain View	BLS instructor renewal	10/05/22	Upon receipt	25.00		25.00
MES	Inv 1777624	10/17/22	Upon receipt	458.61		458.61
Smith Chevrolet	Inv 10/31/22 - 2022 Chevrolet	10/31/22	Upon receipt	49,900.00		49,900.00
T-Mobile	Inv 111322	11/13/22	Upon receipt	220.50		220.50
Teton Communications	Inv 22063	10/01/22	Upon receipt	1,872.00		1,872.00
	INV 22245	10/17/22	Upon receipt	4,017.62		4,017.62
Witmer	Inv12316	10/19/22	Upon receipt	1,786.00		1,786.00
Wex Fuel	Oct billing	10/31/22	Upon receipt	1,774.98		1,774.98
	Total			91,852.00		91,852.00

Financial Institution	Amount	Current Interest Rate
Idaho Central Credit Union	matures 12/9/2022	277,138.50 0.30%
East Idaho Credit Union	matures 9/3/2023	250,798.19 2.00%
East Idaho Credit Union checking		5.00
Mountain America Federal Credit Union	matures 3/19/23	298,788.45 0.30%
Westmark	matures 1/2/23	279,020.40 0.45%
Citizens Community Bank/Glacier	matures 4/24/2023	272,215.61 0.40%
Lookout CU	matures 10/22/23	265,541.12 0.25%
Bank of Commerce CD #6216	matures 6/11/2023	283,628.88 0.20%
Connections CU CD	matures 12/1/2022	273,094.10 0.20%
DL Evans	matures 3/27/2024	263,858.04 0.45%
LGIP		3,196,174.15 2.5420%
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		25.70
Lookout Credit Union savings		25.00
Bank of Commerce savings		50,003.42 0.10%
Bank of Commerce		179,890.97
Bank of Commerce MM		5,289.39 0.20%
<b>TOTAL</b>		<b>5,895,583.57</b>

Fiscal year	2022/2023
City of Idaho Falls payments	
Due	
October x	420,268.00
January	420,268.00
April	420,268.00
July	420,268.00
<b>Total</b>	<b>1,681,072.00</b>

Authorization to pay bills



## BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1

## Profit &amp; Loss Budget vs. Actual

October 2022

11/10/22

Accrual Basis

	Oct 22	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
400.00 · Tax Revenues	17,863.25	17,620.86	242.39	101.4%
410.00 · Interest Income	5,816.98	1,041.63	4,775.35	558.4%
420.00 · Miscellaneous Income	26,565.85	2,025.00	24,540.85	1,311.9%
<b>Total Income</b>	<b>50,246.08</b>	<b>20,687.49</b>	<b>29,558.59</b>	<b>242.9%</b>
<b>Expense</b>				
500.00 · Advertising				
501.02 · Public Relations - Ammon	1,018.65	0.00	1,018.65	100.0%
500.00 · Advertising - Other	0.00	416.63	-416.63	0.0%
<b>Total 500.00 · Advertising</b>	<b>1,018.65</b>	<b>416.63</b>	<b>602.02</b>	<b>244.5%</b>
505.00 · Auto - Fuel & Oil	1,483.67	2,083.00	-599.33	71.2%
520.00 · Capital Outlay	206,842.29	5,416.70	201,425.59	3,818.6%
535.00 · Dues & Subscriptions	0.00	416.67	-416.67	0.0%
542.00 · Equipment Rent	1,872.00	0.00	1,872.00	100.0%
550.00 · Ins - Fire, Auto & Liab.	0.00	2,500.00	-2,500.00	0.0%
568.00 · Audit Fees	0.00	833.34	-833.34	0.0%
569.00 · Accounting Costs	5,935.00	3,750.00	2,185.00	158.3%
570.00 · Legal Costs	3,456.90	5,250.00	-1,793.10	65.8%
572.00 · Contract Services - Fires	48.40	0.00	48.40	100.0%
574.00 · Contract Services-Machine Hire	0.00	125.00	-125.00	0.0%
575.00 · Building Maintenance/Operation	483.90	2,583.33	-2,099.43	18.7%
580.00 · Miscellaneous	77.96	0.00	77.96	100.0%
581.02 · Clothing & Uniforms - Ammon	458.61	0.00	458.61	100.0%
585.00 · Office Supplies/Expense	83.04	0.00	83.04	100.0%
586.00 · Training & Certification	-405.00	416.67	-821.67	-97.2%
615.00 · Repairs & Maint - Equipment	10,941.86	4,250.00	6,691.86	257.5%
616.00 · Vehicle Repair & Maintenance				
616-1.1 · Truck #	460.66	0.00	460.66	100.0%
616.2.1 · Truck # E1 Engine	2,986.48	0.00	2,986.48	100.0%
616.3.3 · Truck # WT3 Water Tender	1,778.00	0.00	1,778.00	100.0%
<b>Total 616.00 · Vehicle Repair &amp; Maintenance</b>	<b>5,225.14</b>	<b>0.00</b>	<b>5,225.14</b>	<b>100.0%</b>
625.00 · Supplies	2,605.43	5,416.67	-2,811.24	48.1%
640.00 · Utilities	1,451.10	2,166.67	-715.57	67.0%
644 · Payroll, Benefits, & Taxes				
645.00 · Wages & Salaries				
645.01 · Salaries - BCFD	7,785.75	6,333.34	1,452.41	122.9%
645.02 · Salaries - Ammon	83,493.81	122,770.00	-39,276.19	68.0%
<b>Total 645.00 · Wages &amp; Salaries</b>	<b>91,279.56</b>	<b>129,103.34</b>	<b>-37,823.78</b>	<b>70.7%</b>
647.00 · Employee Benefits				
648.00 · Insurances - Employee	12,836.90	0.00	12,836.90	100.0%
648.11 · HSA	4,362.16	0.00	4,362.16	100.0%
648.12 · PERSI	8,332.14	0.00	8,332.14	100.0%
648.13 · HRA	2,365.67	0.00	2,365.67	100.0%
648.14 · Phone Reim	55.50	0.00	55.50	100.0%
<b>Total 647.00 · Employee Benefits</b>	<b>27,952.37</b>	<b>0.00</b>	<b>27,952.37</b>	<b>100.0%</b>
650.00 · Wages - Tax Employer	6,834.66	0.00	6,834.66	100.0%
<b>Total 644 · Payroll, Benefits, &amp; Taxes</b>	<b>126,066.59</b>	<b>129,103.34</b>	<b>-3,036.75</b>	<b>97.6%</b>
655.00 · Workmens Compensation	0.00	1,666.67	-1,666.67	0.0%
660.00 · IT	2,552.41	2,500.00	52.41	102.1%
700.00 · Payments - City of Idaho Falls	420,268.07	420,268.00	0.07	100.0%
<b>Total Expense</b>	<b>790,466.02</b>	<b>589,162.69</b>	<b>201,303.33</b>	<b>134.2%</b>
<b>Net Income</b>	<b>-740,219.94</b>	<b>-568,475.20</b>	<b>-171,744.74</b>	<b>130.2%</b>

**October 2022 Run Summary****Total runs 22**

Fire Alarm Activations/False Alarms	10
MVCs	6
Carbon Monoxide Alarms/Incidents	2
Smoke from Cooking (burnt food), No Fire	2
Natural Gas Leaks due to digging	2

**October 2022 Activities Summary**

Funeral Detail (Flag Display) for BLM firefighter in Shelley  
"Halloween" candy and refreshments at Pumpkin Walk 10/31/22  
Fire station tours for pre-schools 2 tours  
School visits for public education 2 visits  
Rides to school for Mountain Valley ES, reading challenge winners 5 days in Tower 1

## MEMORANDUM OF UNDERSTANDING



BETWEEN  
**CHAPLAINS OF IDAHO**

AND

**BONNEVILLE COUNTY FIRE DISTRICT**

### I. INTRODUCTION

**THIS AGREEMENT** for Chaplain services is entered into between Chaplains of Idaho as represented by Christa Trinchera Executive Director (hereinafter referred to as the "COI"), and BONNEVILLE COUNTY FIRE DISTRICT (hereinafter referred to as the "Agency").

**WHEREAS**, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the COI, and BONNEVILLE COUNTY FIRE DISTRICT and to identify the respective roles and responsibilities of COI; and

**WHEREAS**, COI proposes to provide and coordinate the services for department personnel, family members and the community as called by Agency; and

**WHEREAS**, the **DEFINITIONS**

For the purpose of this Memorandum of Understanding, "**supportive services**" means services provided to the Agency. COI will provide emergency crisis counseling in a pastoral role (upon request only) and shall serve as a trauma and crisis responder on scene and as needed/dispatched. Chaplains are not intended to be mental health professionals. Long term counseling will be referred to other outside resources.

---

MOU: \_\_\_\_\_ (BONNEVILLE COUNTY FIRE DISTRICT)

## **II. Ethics**

It is expected that the ethics, attitude and work of the Chaplains to be exemplary (above reproach, serve as an example, without fault, worthy to be copied of ministry).

## **III. Expectations of Chaplain**

The Chaplains representing COI will give service where he/she can without interfering with department procedures or infringing upon the ministry of another member of clergy. He/she must be of service to all humanity.

The Chaplains representing COI shall be mindful of his/her responsibility to pay strict heed to the selection of proper means in the discharge of the Chaplaincy. If law and regulations are to be honored by others, they must first be honored by him/her who represents morality and justice.

The duty of the Chaplain is to be well versed in moral laws and departmental regulations with the responsibility to self and other agency personnel: The Chaplain shall apply himself/herself to a greater understanding of moral laws (including ethnic differences) departmental regulations, as well as ethics by which he/she must live and guide others. The Chaplain will make certain his/her responsibilities of these particulars, seeking aid from his/her religious and civil superiors in matters of their respective fields.

The information that the Chaplain receives in personal counseling or observations made during such counseling or service will be considered to be professional privilege and confidential.

The Chaplain shall always discharge his/her duties as a serious responsibility. He/she shall strive for effective moral leadership and high-spirited morale. The Chaplain shall appreciate the importance and responsibility of his/her position in assisting all personnel in rendering valuable service to the community.

Chaplains shall serve as volunteers, knowing that their participation of activities may be hazardous to property or self. Chaplains serve and agree to a waiver of liability and hold harmless those they serve.

- IV. AGENCY RESPONSIBILITIES** – Agency has overall responsibility for providing and maintaining reasonable care and safety of Chaplains on scene. Agency shall not place Chaplains in unreasonable situations where safety is compromised or of concern. Agency shall provide immediate support and care as requested or required by Chaplains responding to and by Agency request.

Agency can provide a representative to serve on the COI Board of Directors. Agency representative is invited to attend monthly board meetings and communicate needs and requirements of service.

**V. COMMUNICATION PLAN**

COI will provide monthly reporting to Agency of monthly totals of callouts, and hours served. Agency understands no information about confidential sessions with employees other than date and hours spent. COI and the Agency will communicate during monthly board meetings via Agency representative unless an urgent need is deemed – upon urgent need, the Agency and COI will communicate directly with COI Executive Director and Agency Command Staff.

**VI. FUNDING**

COI and Agency agree there shall be no fee for services provided by COI

**VII. TERM**

This Agreement will be in effect from **November 1, 2022** through **December 30, 2023**. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where any party provides written notice of non-renewal sixty (60) days before the annual terminate 3+3on date or by a written amendment as provided in Section X Amendments.

**VIII. CONFIDENTIALITY**

COI, Agency and its representatives acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations. Both agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law. Agency acknowledges that ONLY COI Fire & Law Enforcement Chaplains are authorized to hear Penitential

Communication under the discipline of the law. COI Community Chaplains ARE NOT authorized to hear Penitential Communication and are clearly identified by a "Community Chaplain" uniform.

**IX. NONDISCRIMINATION**

There will be no discrimination of any eligible tenant on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the availability and delivery of supportive services.

**X. SEVERABILITY**

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Agreement.

**XI. AMENDMENTS**

This Agreement may be amended only with the mutual consent of the Management, Lead Agency, and Service/Referring Partner(s).

**XII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT**

The persons signing this Agreement on behalf of COI, and BONNEVILLE COUNTY FIRE DISTRICT hereto certify by said signatures that they are duly authorized to sign this Agreement.

**For Chaplains of Idaho:**

Signed: \_\_\_\_\_

Christa Trinchera, Executive Director, COI

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

11/10/22

**For the Agency:**

Signed: \_\_\_\_\_

BONNEVILLE COUNTY FIRE DISTRICT

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

11/10/22

MOU: \_\_\_\_\_ (BONNEVILLE COUNTY FIRE DISTRICT)



# Idaho Statutes

## TITLE 72

### WORKER'S COMPENSATION AND RELATED LAWS – INDUSTRIAL COMMISSION

#### CHAPTER 14

#### FIREMEN'S RETIREMENT FUND

72-1403. DEFINITIONS. The following are definitions of terms used in this chapter:

(A) The words "paid fireman" are synonymous with "paid firefighter," and mean any individual, male or female, excluding office secretaries employed after July 1, 1967, who is on the payroll of any city or fire district in the state of Idaho prior to October 1, 1980, and who devotes his or her principal time of employment to the care, operation, maintenance or the requirements of a regularly constituted fire department of such city or fire district in the state of Idaho.

(B) "Industrial commission" means the commission as authorized and created under the provisions of chapter 5, title 72, Idaho Code.

(C) "Workers' compensation law" means the workers' compensation law as authorized and created under title 72, Idaho Code.

(D) "Twenty-five (25) years active service": an individual whose principal means of livelihood for the period of twenty-five (25) years has been through employment by a city or fire district in the state of Idaho in a regularly constituted fire department of a city or fire district, and has actually been carried on the payroll of an Idaho fire department for twenty-five (25) years or more.

(E) "Five (5) years continuous service": an individual who has been employed by a regularly constituted fire department in a city or fire district in the state of Idaho for a period of five (5) years continuously, without having engaged in any other gainful occupation as his principal gainful occupation and has had "five (5) years continuous service" with a paid fire department of a city or fire district in the state of Idaho.

(F) "Public employee retirement account" as used herein, means the public employee retirement account created by chapter 13, title 59, Idaho Code, and the "director" thereof, as used herein, means the executive director or manager of the public employee retirement system.

(G) The meaning of the term "incapacitated in a degree which prohibits efficient service" means that degree of mental or physical disability which prohibits the efficient performance of the duties of a paid firefighter.

(H) "Years active service": service rendered by an individual whose principal means of livelihood for the prescribed period of years has been through employment by a city or fire district in the state of Idaho, in a regularly constituted fire department of a city or fire district, and has actually been carried on the payroll of an Idaho fire department for the prescribed period of years. All years of active service as herein defined before the establishment of the firefighters' retirement fund may count only toward the prescribed period of years for retirement as set out in sections 72-1446, 72-1464, 72-1465 and 72-1435, Idaho Code. Before any year's service since February 28, 1945, may count toward the prescribed





# Idaho Statutes

## TITLE 59 PUBLIC OFFICERS IN GENERAL CHAPTER 13

### PUBLIC EMPLOYEE RETIREMENT SYSTEM

59-1391. DEFINITIONS. As used in sections 59-1391 through and including 59-1399, Idaho Code, each of the terms defined shall have the meaning given in this section or in section 59-1302, Idaho Code, unless a different meaning is clearly required by the context.

(a) "Board" means the retirement board of the employee system.

(b) "Firefighter member" means a person or beneficiary who, prior to October 1, 1980, was receiving benefits or establishing the right to receive benefits from the firefighters' retirement fund.

(c) "Firefighters' retirement fund" means the retirement system created by and existing pursuant to chapter 14, title 72, Idaho Code.

(d) "Employee system" means the retirement system created and existing pursuant to chapter 13, title 59, Idaho Code.

(e) "Employer" means a city or fire district that employs paid firefighters who are participating in the firefighters' retirement fund on October 1, 1980.

(f) "Paid firefighter" means any individual, male or female, excluding office secretaries on the payroll of any city or fire district in the state of Idaho who devotes his or her principal time of employment to the care, operation, maintenance or the requirements of a regularly constituted fire department of such city or fire district in the state of Idaho.

#### History:

[(59-1391) 59-1351, added 1979, ch. 147, sec. 1, p. 452; am. 1980, ch. 50, sec. 39, p. 102; am. 1984, ch. 132, sec. 8, p. 318; am. and redesign. 1990, ch. 231, sec. 61, p. 645; am. 1990, ch. 249, sec. 9, p. 713.; am. 2013, ch. 187, sec. 15, p. 463.]

How current is this law?

**Search the Idaho Statutes and Constitution**