

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

Minutes of Regular Meeting held October 13, 2022

The Bonneville County Fire Protection District No. 1 ("Fire District") held its regular monthly meeting of Commissioners on Thursday the 13th day of October, 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, Dana Kirkham (at approximately 12:06), and Tyler Gebbs (via phone at approximately 12:14 p.m.) were present. The following were also present: Attorney Doug Nelson, Attorney Abigail French, Accountant Terri Gazdik, District Operations Officer Dick Fowler, Ammon Area Fire Chief Stacy Hyde, City of Idaho Falls Fire Chief Duane Nelson, BCFD Station (via Zoom) and Jimmie Hitch (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 approximately 12:00 p.m. by Ralph Isom.
2. **Approval of Minutes.** Minutes of the regular meeting of Commissioners held on September 8, 2022 were reviewed and following a motion by Derik Nielsen and seconded by David Long, the same were unanimously approved.
3. **Monthly Financial Report and Bill Authorization.** The summary of accounts payable dated October 12, 2022, prepared and submitted by Accountant Terri Gazdik, was reviewed, with a total expenditure of \$504,496.67. Ms. Gazdik, reviewed the expenditures and reported on related items. Specifically Ms. Gazdik discussed the purchase from LN Curtis in the amount of \$49,539.21. Ms. Gazdik explained the purchase was for SCBAs and other equipment. Ms. Gazdik stated that there are two (2) CDs at DL Evans Bank that had matured and that something needed to be done with the monies. Ms. Gazdik discussed the Bank of

Commerce bank account ending in 2777 and the large transfer that took place in order to facilitate payment to the City of Idaho Falls. Ms. Gazdik also discussed the profit and loss budget performance. A copy of which is attached to these minutes. Following discussion and upon motion made by Dana Kirkham and seconded by Derik Nielsen, and unanimously accepted, the report was approved for a total expenditure of \$504,496.67.

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

- a. District Operations Officer Dick Fowler reported that the City of Idaho Falls had taken possession of the station. Mr. Fowler reported that he had paid off the new fire truck and had the title in hand. Due to concerns with some of the features, the new fire truck went to the Ammon division. Mr. Fowler discussed how Ammon can utilize the truck given its access to staff for additional call. However, additional SCBAs were needed. Mr. Fowler explained the need for an additional truck to replace aging equipment. Mr. Fowler proposed declaring the 1994 GM Chassis Classic Pumper as surplus so that it could be donated to the new School District 91 Tech Program. Discussion was had on if such action was taken, ensuring that if the program “folded” the fire truck would revert back to the Fire District. Mr. Fowler discussed the status of the purchase of the property located adjacent to 65th South (York Road). Mr. Fowler explained that the property had appraised for more than what they were paying for it. Attorney Doug Nelson reviewed the Donation Agreement as well as the Certification of Resolution to Acquire Real Property. Attorney Nelson explained that if the Agreement was signed and subsequently signed by BV Hackman Road, LLC, the Fire District would have five (5) days to review and object to the status of title. Attorney Nelson explained that the property was located within the boundaries of the Progressive Irrigation District and that it would be prudent to be in touch with the Irrigation District to determine what they would need. Alternatively, the Fire District could consider putting in its own septic system. Finally, Attorney Nelson discussed that the property was likely within the boundaries of the Eastern Idaho Regional Sewer District (EIRWWA). Attorney Nelson disclosed that the firm represents EIRWWA. Attorney Nelson stated that to his knowledge, EIRWWA was only allowing new “add-ons” in instances of extreme hardship. In response, Mr. Fowler stated that the Fire District was approximately a year and a half out from such concerns and that the primary concern at present was storage. After discussion and review of the Certification of Resolution to Acquire Real Property, a motion was made by David Long and seconded by Dana Kirkham, and unanimously accepted, the Certification of Resolution to Acquire Real Property was

approved, thereby allowing Ralph Isom to execute the Agreement on behalf of the Fire District. Mr. Fowler discussed the need to begin looking into ordering a new truck, as there is currently a delay of 1.5 to 2 years. After discussion, a motion to allow Mr. Fowler to begin looking at specifications and begin discussions on acquiring a new truck was made by Dana Kirkham and seconded by Derik Nielsen, and unanimously approved. Mr. Fowler explained the need to begin the process of developing a new station. A motion to approve Mr. Fowler securing plans for the new proposed storage was made by Derik Nielsen and seconded by David Long, and unanimously accepted. Finally, Mr. Fowler explained the need for the painting or siding of the garage. After discussion, a motion to solicit bids was made by Dana Kirkham and seconded by Tyler Gebbs, and unanimously accepted.

- b. Chief Duane Nelson reported that City's purchase of the fire station had gone through and that at present, they were working on pulling fiber in as well as hardwiring the station for alerting. Chief Nelson stated that they planned on getting asphalt in the spring. Chief Nelson stated they had received approval for the safer grant and expected to add 12 additional people. Chief Nelson expects the station to be running full-time at the end of March 2023. Chief Nelson reported a total of 108 calls, 38 of which being fire related. Chief Nelson stated there had been a large loss on an alpha field. Additionally, there had been 3 to 4 vehicle fires. Chief Nelson estimated there had been 70 fire/EMS calls around the district. Chief Nelson reported that they had been trying to enhance connectivity at Station No. 2 but that there had been problems with the internet system. A HALLA

- c. Chief Stacy Hyde reported that the Ammon Area fire fighters responded to a total of 24 calls, one of which was a car fire. Chief Hyde estimated total losses at \$12,200.00. Chief Hyde reported that they had been active in mutual aid assists, including one out at the Arco highway. Chief Hyde reported that they had been undergoing inspections, presenting at the District 91 tech school, participating with the Careers on Wheels program, and hosted a fire station block party. Chief Hyde reported on the money that had been made on various trucks throughout the summer. Chief Hyde also reported on mechanical issues. Specifically, one truck had break and suspension issues after its first outing. Chief Hyde reported that everything had been winterized and that they were preparing for training. Chief Hyde reported that he believed the new truck would be in service at the end of next week. Chief Hyde also reported on the personnel policy, which had been sent out previously to the commissioners for review. A motion to accept the revised personnel policy was made by Dana Kirkham and seconded by David Long, and unanimously accepted.

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 Ralph Isom and seconded with unanimous approval at 12:59 p.m.

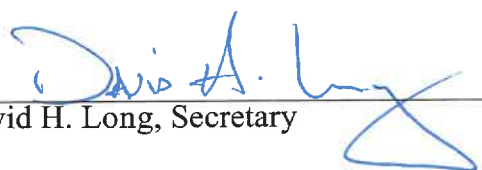
Approved the 10th day of November, 2022



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 10th day of November, 2022.



David H. Long, Secretary

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

**NOTICE AND AGENDA FOR MONTHLY MEETING
October 13, 2022**

NOTE: This meeting will be conducted in person and by Zoom. Those joining by Zoom may connect with the following Meeting ID 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 September 8, 2022
Action: Approve minutes of regular meeting held 09/08/2022
3. Review and action on October, 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 a new fire truck and related specifications
Possible Action: Approve purchase of new fire truck
 - (2) Discussion regarding need to contact local, qualified architect, Keith Kennedy or otherwise, to begin drawings for the proposed new storage facility that is to be built on the property purchased from BV Hackman Road, LLC.
Possible Action: Approval to contact local, qualified architects for bid(s) on proposed storage facility
 - (3) Discussion regarding solicitation/approval of bids on painting/siding garage
Possible Action: Approval to solicit bids OR approve bid for painting/siding for garage
 - (4) Discussion regarding possible purchase/gift of real property located adjacent to 65th South (York Road)
Possible Action: Approve Donation/Purchase Agreement with BV Hackman Road, LLC for property located adjacent to 65th South (York Road)
 - (5) 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 updates to Bonneville County Fire District Personnel Policy.

Possible Action: Approval of updated Personnel Policy

5. Patron and community comments (limited to 5 minutes each)
6. **Summary of Action Items:**
 - (a) **Approval of September 8, 2022 meeting minutes.**
 - (b) **Approval of the monthly bills and financial report.**
 - (c) **Possible approval to contact local, qualified architects for bid on proposed storage facility**
 - (d) **Possible approval to solicit bids OR approve bid for painting/siding for garage**
 - (e) **Possible approval of Donation/Purchase Agreement with BV Hackman Road, LLC, for property located adjacent to 65 South (York Road).**
 - (f) **Possible approval of updated Personnel Policy**
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
October 12, 2022

Vendor	Purchase	Invoice Date	Due Date	Invoice Amount	Discount Available	Net Amt Due
Nelson Hall Parry Tucker PA	Sept Consulting	10/06/22	Upon receipt	3,456.90		3,456.90
Cooper Norman	consulting - Inv101319	10/07/22	Upon receipt	5,935.00		5,935.00
Century Link	208-525-4800	09/28/22	pd online	23.95		23.95
	208-524-9124	09/10/22	pd online	35.02		35.02
Rocky Mountain Power	E 65th , S 55th, S 45th	09/23/22	pd online	259.69		259.69
	2137 S Ammon	10/06/22	pd online	90.07		90.07
	Fire station	10/06/22	pd online	636.99		636.99
Intermountain Gas	S 55th W	09/30/22	pd online	12.57		12.57
	S 45th W	10/04/22	pd online	14.86		14.86
	E 65th S	10/04/22	pd online	27.13		27.13
	2137 S Ammon	10/03/22	pd online	28.77		28.77
	3575 Brookfield Lane	10/03/22	pd online	22.11		22.11
Cardmember Services	BCFD	10/07/22	Upon receipt	218.63		218.63
	Ammon	10/07/22	Upon receipt	9,429.63		9,429.63
AlSCO	Inv LBLA2320087, LBLA2324071	9/12 & 9/26	Upon receipt	198.90		198.90
ACS	Inv 26309	09/06/22	Upon receipt	145.85		145.85
B & K Lawn & Landscape	Inv 118072	09/26/22	Upon receipt	300.00		300.00
BPA Health	Inv 29418-IN	10/01/22	Upon receipt	75.00		75.00
City of Ammon	Sept 2137 S Ammon	09/22/22	Upon receipt	125.13		125.13
	Sept 3575 Brookfield	09/22/22	Upon receipt	285.59		285.59
Matt Cordon	9/15/22 reim	09/15/22	Upon receipt	14.82		14.82
Jason Howard	10/4 reim	10/04/22	Upon receipt	182.77		182.77
FireCom	Inv 338802	10/11/22	Upon receipt	3,666.54		3,666.54
Frank Gneiting Concrete	Inv 724524	10/11/22	Upon receipt	2,030.00		2,030.00
IRON	Inv 3584	10/11/22	Upon receipt	100.00		100.00
LN Curtis	Inv 757894	10/04/22	Upon receipt	1,886.20		1,886.20
	Inv PINV757603, PIN757894	9/28 & 9/29	Upon receipt	49,539.21		49,539.21
Monte's Lock & Key	Inv 18412	10/05/22	Upon receipt	125.00		125.00
National Fire Codes	Inv 2751497	10/27/22	Upon receipt	1,495.00		1,495.00
Ace Hardware	Inv 5014535	09/28/22	Upon receipt	16.99		16.99
Orkin/Saywer	Inv 287370	09/12/22	Upon receipt	99.00		99.00
T-Mobile	Inv 101322	10/13/22	Upon receipt	218.70		218.70
O'Reilly	Inv 416267	09/21/22	Upon receipt	166.54		166.54
City of Idaho Falls	Oct payment	10/01/22	Upon receipt	420,268.07		420,268.07
Wex Fuel	Sept billing	10/26/22	Upon receipt	3,366.04		3,366.04
	Total			504,496.67		504,496.67

Financial Institution	Amount	Current Interest Rate
Idaho Central Credit Union	277,138.50	0.30%
East Idaho Credit Union	250,798.19	2.00%
East Idaho Credit Union checking	5.00	
Mountain America Federal Credit Union	298,788.45	0.30%
Westmark	279,020.40	0.45%
Citizens Community Bank/Glacier	272,215.61	0.40%
Lookout CU	265,541.12	0.25%
Bank of Commerce CD #6216	283,628.88	0.20%
Connections CU CD	273,094.10	0.20%
DL Evans	262,473.24	0.35%
LGIP	3,858,202.36	2.0987%
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	50,000.00	0.10%
Bank of Commerce	-277,503.22	
Bank of Commerce MM	5,288.49	0.20%
TOTAL	6,098,828.47	

Fiscal year	2022/2023
City of Idaho Falls payments	
Due	
October x	420,268.07
January	420,268.07
April	420,268.07
July	420,268.06
Total	1,681,072.27

Authorization to pay bills 

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1

Profit & Loss Budget Performance

September 2022

10/13/22

Accrual Basis

	Sep 22	Budget	Oct '21 - Sep 22	YTD Budget	Annual Budget
Income					
400.00 · Tax Revenues	32,974.10	31,086.00	3,877,419.13	3,559,231.00	3,559,231.00
4030.00 · Proceeds from Sale of Assets	1,565,404.22	0.00	1,565,504.22	0.00	0.00
410.00 · Interest Income	5,532.05	2,500.00	19,158.17	30,000.00	30,000.00
420.00 · Miscellaneous Income	-9,874.68	6,018.75	13,375.32	72,225.00	72,225.00
440.00 · Grant Proceeds	25,977.85	0.00	44,977.85	300,000.00	300,000.00
Total Income	1,620,013.54	39,604.75	5,520,434.69	3,961,456.00	3,961,456.00
Expense					
500.00 · Advertising	1,495.00	441.63	7,663.83	5,300.00	5,300.00
505.00 · Auto - Fuel & Oil	1,979.56	2,229.17	23,341.31	26,750.00	26,750.00
510.00 · Bank Charges	-110.19	0.00	87.89	0.00	0.00
520.00 · Capital Outlay	49,539.21	17,500.00	487,926.10	210,000.00	210,000.00
530.00 · Travel	0.00	0.00	827.69	0.00	0.00
535.00 · Dues & Subscriptions	0.00	437.50	4,883.37	5,250.00	5,250.00
550.00 · Ins - Fire, Auto & Liab.	9,646.50	2,583.37	10,718.00	31,000.00	31,000.00
568.00 · Audit Fees	0.00	833.37	10,000.00	10,000.00	10,000.00
569.00 · Accounting Costs	6,105.00	4,166.63	46,655.40	50,000.00	50,000.00
570.00 · Legal Costs	7,588.00	4,250.00	57,413.67	51,000.00	51,000.00
572.00 · Contract Services - Fires	-8,438.53	0.00	0.00	0.00	0.00
574.00 · Contract Services-Machine Hire	0.00	125.00	0.00	1,500.00	1,500.00
575.00 · Building Maintenance/Operation	725.09	2,625.00	32,649.14	31,500.00	31,500.00
576.00 · Ground Repair & Maint	0.00	0.00	3,043.86	0.00	0.00
580.00 · Miscellaneous	0.00	0.00	184.25	0.00	0.00
581.02 · Clothing & Uniforms - Ammon	315.65	0.00	7,818.36	0.00	0.00
583.02 · Postage - Ammon	0.00	0.00	174.09	0.00	0.00
585.00 · Office Supplies/Expense	58.97	0.00	1,214.80	0.00	0.00
586.00 · Training & Certification	0.00	958.37	2,091.61	11,500.00	11,500.00
615.00 · Repairs & Maint - Equipment	178.11	2,333.37	32,719.77	28,000.00	28,000.00
616.00 · Vehicle Repair & Maintenance	1,293.25	0.00	29,801.79	0.00	0.00
625.00 · Supplies	2,388.20	4,983.37	13,950.08	59,800.00	59,800.00
630.00 · Taxes & Licenses	0.00	0.00	772.69	0.00	0.00
640.00 · Utilities	1,683.79	1,908.37	23,627.43	22,900.00	22,900.00
645.00 · Wages & Salaries	85,758.16	72,829.05	852,065.09	873,948.40	873,948.40
647.00 · Employee Benefits	25,379.28	32,201.88	278,336.04	386,422.56	386,422.56
650.00 · Wages - Tax & Insurance	4,723.36	8,587.17	59,181.20	103,046.04	103,046.04
655.00 · Workmens Compensation	0.00	3,122.25	33,759.00	37,467.00	37,467.00
6560 · Payroll Expenses - BCFD	0.00	0.00	536.27	0.00	0.00
660.00 · IT	1,187.61	2,916.63	30,803.68	35,000.00	35,000.00
675.00 · Fire Dept Grant Expend	206,448.50	0.00	227,839.47	300,000.00	300,000.00
700.00 · Payments - City of Idaho Falls	0.00	0.00	1,681,072.00	1,681,072.00	1,681,072.00
Total Expense	397,944.52	165,032.13	3,961,157.88	3,961,456.00	3,961,456.00
Net Income	1,222,069.02	-125,427.38	1,559,276.81	0.00	0.00

Fire ORI	19101
Canceled	No
ORI	19101

Call By Agency Count	Column Labels
	September 2022

IF1B			
Fire - Vehicle			
BONNEVILLE COUNTY			
3091 US HWY 20, BONNEVILLE COUNTY	1	\$800.00	Passenger Vehicle Fire
IF1E			
Fire - Other			
BONNEVILLE COUNTY			
4161 N HAROLDSEN DR, BONNEVILLE COUNTY	1		
IF1G			
Fire - Vehicle			
BONNEVILLE COUNTY			
S YELLOWSTONE HWY / W 65TH S, BONNEVILLE COUNTY	1	\$2,500.00	Passenger Vehicle Fire
IF1I			
Alarm - Fire			
BONNEVILLE COUNTY			
6230 HERITAGE LN, 3, BONNEVILLE COUNTY	2		
Fire - Structure			
BONNEVILLE COUNTY			
8490 S YELLOWSTONE HWY, BONNEVILLE COUNTY	1		No Fire - pot with water left boiling on stove.
IF2B			
Alarm - Fire			
BONNEVILLE COUNTY			
289 N ADAM DR, BONNEVILLE COUNTY	1		
697 S MARJORIE AVE, BONNEVILLE COUNTY	1		
Carbon Monoxide Alarm			
BONNEVILLE COUNTY			
756 S FOOTHILL RD, BONNEVILLE COUNTY	1		
Fire - Outbuilding			
BONNEVILLE COUNTY			
E LINCOLN RD / N FOOTHILL RD, BONNEVILLE COUNTY	1		
IF2E			
Alarm - Fire			
BONNEVILLE COUNTY			
3369 N VENTURA AVE, BONNEVILLE COUNTY	1		
3722 E MARBLE DR, BONNEVILLE COUNTY	1		
3805 E PRISM DR, BONNEVILLE COUNTY	1		
4284 N RUGER DR, BONNEVILLE COUNTY	1		
Carbon Monoxide Alarm			
BONNEVILLE COUNTY			
2284 E HAILEY AVE, BONNEVILLE COUNTY	1		
Fire - Field			
BONNEVILLE COUNTY			
1537 E IONA RD, BONNEVILLE COUNTY	1		
2175 N 45TH E, BONNEVILLE COUNTY	1		
2241 E 113TH N, BONNEVILLE COUNTY	1	\$300,000.00	Field Fire
Fire - Outside			
BONNEVILLE COUNTY			
3150 US HWY 20, BONNEVILLE COUNTY	1		
3151 US HWY 20, BONNEVILLE COUNTY	1		
3170 US HWY 20, BONNEVILLE COUNTY	3		
3888 LORNA AVE, BONNEVILLE COUNTY	1		
Fire - Structure			
BONNEVILLE COUNTY			
3555 E HYRUM DR, BONNEVILLE COUNTY	1		Self cleaning oven running cleaning cycle, no fire.
Fire - Vehicle			
BONNEVILLE COUNTY			
3150 US HWY 20, BONNEVILLE COUNTY	1		
Fuel Spill			
BONNEVILLE COUNTY			
N GOLDEN ROD DR / E IONA RD, BONNEVILLE COUNTY	1		
IF4C			
Carbon Monoxide Alarm			
BONNEVILLE COUNTY			
424 W SPRING MEADOW DR, BONNEVILLE COUNTY	1		
Fire - Outside			
BONNEVILLE COUNTY			
E 49TH S / S 11TH E, BONNEVILLE COUNTY	1		
Fuel Spill			
BONNEVILLE COUNTY			
1331 E 65TH S, BONNEVILLE COUNTY	1		

IF4H		
Fire - Structure		
BONNEVILLE COUNTY		
4384 E CHEROKEE HEIGHTS, BONNEVILLE COUNTY	1	\$1,500.00 Passenger Vehicle Fire
Gas Leak		
BONNEVILLE COUNTY		
4414 S AMMON RD, BONNEVILLE COUNTY	1	
Smoke Investigation		
BONNEVILLE COUNTY		
4020 E 49TH S, BONNEVILLE COUNTY	1	
IF5A		
Alarm - Fire		
BONNEVILLE COUNTY		
5017 W 33RD N, BONNEVILLE COUNTY	1	
Fire - Field		
BONNEVILLE COUNTY		
N 65TH W / W ARCO HWY, BONNEVILLE COUNTY	1	
Fire - Structure		
BONNEVILLE COUNTY		
W 113TH N / N 125TH W, BONNEVILLE COUNTY	1	Grass fire between spud cellars, extinguished upon arrival.
IF5B		
Fire - Large Vehicle		
BONNEVILLE COUNTY		
6737 S 45TH W, BONNEVILLE COUNTY	1	
IF5D		
Fire - Other		
BONNEVILLE COUNTY		
16000 W ARCO HWY, BONNEVILLE COUNTY	1	
Grand Total	38	\$304,800.00
Fire w/EMS	70	
Grand Total for September	108	

Certification of Resolution to Acquire Real Property

Bonneville County Fire Protection District No. 1

The undersigned, David L. Long, the duly elected secretary/treasurer of the board of commissioners of the Bonneville County Fire Protection District No. 1 ("District") hereby certifies that the following resolution relating to the purchase of real property was adopted at a duly noticed and convened meeting of the District commissioners on Thursday, the 13th day of October, 2022.

RESOLVED, that the District acquire certain real estate located in Bonneville County, Idaho, in accordance with the terms of a Donation Agreement executed by the District, as donee, and BV Hackman Road, LLC, an Idaho limited liability company, as donor, ("Donation Agreement"), copy attached. Further that Ralph Isom, acting for and on behalf of the District, as chairman of the District, is authorized to execute such Donation Agreement, or a materially similar agreement, and other documents as may reasonably be needed to acquire the real property described therein.

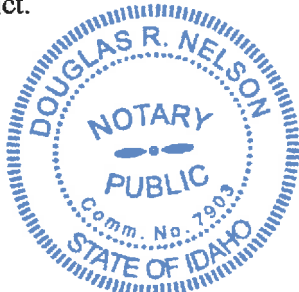
Dated this 13th day of October, 2022


David L. Long, secretary/treasurer
Bonneville County Fire Protection District No. 1

NOTARY

STATE of IDAHO)
 ss:)
County of Bonneville)

The undersigned, Douglas R. Nelson, a notary public for the State of Idaho, hereby certifies that on the 13th day of October, 2022, David L. Long, known and identified to me as the secretary/treasury of the Bonneville County Fire Protection District No. 1 ("District") signed the foregoing Certification of Resolution to Acquire Real Property, with authority, for and on behalf of the District.




Notary Public
Residing at: Idaho Falls, Idaho
My Commission Expires: 4.29.2023

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is executed to be effective as of October ____, 2022 by and between BV HACKMAN ROAD, LLC, an Idaho limited liability company ("Donor"), and BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1, an Idaho fire protection district ("Donee").

RECITALS:

- A. Donor is the owner of Property (as defined below) located in Bonneville County, Idaho.
- B. Donor desires to donate to Donee and Donee desires to accept from Donor the Property, upon the terms, conditions and provisions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee agree as set forth below.

1. **DEFINITIONS.** The following terms have the following meanings when used in this Agreement:

"Agreement". This Donation Agreement, including all exhibits attached to this Agreement.

"Business Day". A day other than a Saturday, Sunday or day on which banking institutions in the City of Idaho Falls, Idaho are authorized or required by law or executive order to be closed.

"Cash". United States currency represented by cash in hand, certified or cashier's check, wire transfer or other readily available funds.

"Closing". The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.

"Closing Date". The date upon which Closing occurs, to be on or before thirty (30) days after the expiration of the Feasibility Period, or a later date as the parties may agree to in writing.

"County". Bonneville County, Idaho, in which the Real Property is located.

"Purchase Price". The total price to be paid by Donee for the Property, is \$150,000.00 (the "Purchase Price"); the market value of \$286,474.00 (the "Market Value") as set forth in that certain Appraisal by Kelley Real Estate Appraisers, Inc., dated June 16, 2022 less Seller's donation amount to Buyer of \$136,474.00 (the "Donation Amount")

"Effective Date". The date of this Agreement.

"Escrow". The escrow to be created with Escrow Agent in accordance with this Agreement.

"Escrow Agent". First American Title Company located at 670S Woodruff Ave Idaho Falls, ID shall be the Escrow Agent and shall act as "the person responsible for closing" the Transaction within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby. If Escrow Agent is unable to provide a closing protection letter issued by the underwriter of the Title Policy (as defined in Section 5.3) in form and content reasonably satisfactory to the parties, then Donor may select another title agency or company to act as Escrow Agent.

"Real Property". The land described in Exhibit A attached to this Agreement, the improvements located on the land, and any easements, rights of way, water rights, mineral rights and appurtenances running with or pertaining to the land.

"Transaction". The donation and transfer of the Property contemplated by this Agreement.

2. DEFINITIVE AGREEMENT FOR DONATION OF PROPERTY. Upon full execution, this Agreement will be a binding agreement between Donee and Donor for the donation and acceptance of the Property on the terms, conditions and provisions set forth in this Agreement. This Agreement supersedes all other written or oral agreements between Donee and Donor concerning the Transaction. If Donee and Donor execute any separate escrow instructions with respect to the Transaction on Escrow Agent's form, as may be modified by Donee and/or Donor in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement will control.

3. PURCHASE PRICE AND METHOD OF PAYMENT. The Purchase Price is \$150,000.00 payable in Cash, to be deposited by Donee with Escrow Agent on or before the Closing Date and paid to Donor at Closing. The parties acknowledge that the value of the Real Property exceeds the Price, and that the remainder of the Market Value of the Real Property shall be made in the form of the Donation Amount.

4. INTENTIONALLY OMITTED.

5. BUYER'S CONDITIONS PRECEDENT. Buyer's obligations to purchase the Assets and otherwise perform under this Agreement are contingent upon satisfaction of the conditions precedent set forth below, which constitute conditions precedent only and not covenants of Seller.

5.1 Title Review. Escrow Agent shall deliver to Buyer and Seller a Commitment for Title Insurance committing to issue to Buyer an ALTA Standard Owner's Policy of Title Insurance with respect to the Real Property (the "Commitment"). Buyer has thirty (30) days after the Effective Date or after receipt of the Commitment, whichever occurs later, to review and to object by written notice to Seller to any defects, liens or encumbrances shown in the Commitment (the "Title Objections"). If Buyer does not either approve the Commitment or make the Title Objections by written notice to Seller within the time specified, then the condition of title to the Real Property reflected on the Commitment will be deemed approved. If the Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Title Objections by or before the Closing Date. Seller may at any time notify Buyer in writing of any Title Objections that Seller is unable or unwilling to eliminate (the "Rejected Objections"), and Buyer shall have five (5) days after receipt of such notice to waive the Rejected Objections or terminate this Agreement by written notice to Seller. If Buyer does not terminate this Agreement within the time specified, the Rejected Objections shall be deemed waived by Buyer and thereafter excluded from the Title Objections. If Seller is unable or unwilling to eliminate the matters covered by the Title Objections by or before the Closing Date on terms reasonably acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive any outstanding Title Objections or terminate this Agreement.

5.2 Title Amendments. Escrow Agent shall deliver to Buyer and Seller any amendment to the Commitment (the "Amendment"). Buyer has five (5) days after receipt of the Amendment or through the Closing Date, whichever occurs earlier (but in no event earlier than expiration of the review period provided for in Section 5.1), to review and to object by written notice to Seller to any easements, liens, encumbrances, or other exceptions or requirements in the Amendment that were not disclosed by the Commitment or a previous Amendment ("Additional Title Objections"). If Buyer does not either approve the Amendment or make the Additional Title Objections by written notice to Seller within the time specified, then the condition of title to the Real Property reflected on the Amendment will be deemed approved. Any Additional Title Objections made within the time specified will constitute Title Objections under Section 5.1.

5.3 Title Policy. At Closing, Escrow Agent shall commit to issue to and in favor of Buyer an ALTA Standard Owner's Policy of Title Insurance with respect to the Real Property in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer effective on the Closing Date, subject to the standard exclusions and exceptions in such form of policy and subject to the Permitted Exceptions (the "Title Policy").

5.4 Survey Review. Buyer may cause to be prepared an ALTA/NSPS Land Title Survey of the Real Property (the "Survey"). Buyer shall pay the cost of the Survey. The

Survey must set forth the legal description and boundaries of the Real Property and all easements, encroachments and improvements on the Real Property, and must otherwise be in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and must be certified to Buyer, Seller and Escrow Agent. Buyer has thirty (30) days after the Effective Date or after receipt of the Survey, whichever occurs later, to review and to object by written notice to Seller to any defects appearing on the Survey (the "Survey Objections"). If Buyer does not either approve the Survey or make the Survey Objections by written notice to Seller within the time specified, then the Survey will be deemed approved. If the Survey Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Survey Objections by or before the Closing Date. Seller may at any time notify Buyer in writing of any Survey Objections Seller is unable or unwilling to eliminate (the "Rejected Objections"), and Buyer shall have five (5) days after receipt of such notice to waive the Rejected Objections or terminate this Agreement by written notice to Seller. If Buyer does not terminate this Agreement within the time specified, the Rejected Objections shall be deemed waived by Buyer and thereafter excluded from the Survey Objections. If Seller is unable or unwilling to eliminate the matters covered by the Survey Objections by or before the Closing Date on terms reasonably acceptable to Buyer, Seller shall so notify Buyer, and Buyer may either waive any outstanding Survey Objections or terminate this Agreement.

5.5 Environmental Review. Buyer may cause to be prepared by a consultant selected by Buyer, a Phase I Environmental Site Assessment of the Real Property addressed to Buyer and Seller (the "Phase I Report"). Buyer shall pay the cost of the Phase I Report. Buyer has until expiration of the Feasibility Period (as defined in Section 5.6) to review and to object by written notice to Seller to any defects appearing on, or other matters disclosed by, the Phase I Report (the "Phase I Objections"). If Buyer does not either approve the Phase I Report or make the Phase I Objections by written notice to Seller within the time specified, then the Phase I Report will be deemed approved. If the Phase I Objections are made within the time specified, Buyer will have the right either to cause to be prepared at Buyer's cost a more extensive environmental assessment of the Real Property addressed to Buyer and Seller (the "Phase II Report") or to terminate this Agreement. If Buyer elects to obtain the Phase II Report, Buyer will have ten (10) days after receipt of the Phase II Report to object by written notice to Seller to any defects appearing on, or other matters disclosed by, the Phase II Report (the "Phase II Objections"). If Buyer does not either approve the Phase II Report or make the Phase II Objections by written notice to Seller within the time specified, the Phase II Report will be deemed approved. If Buyer has made any Phase I Objections and/or Phase II Objections, Buyer may either waive any outstanding Phase I Objections and Phase II Objections (if applicable) or terminate this Agreement. The foregoing notwithstanding, Buyer shall not conduct any drilling or subsurface sampling without Seller's written approval.

5.6 Feasibility Review. Buyer has thirty (30) days after the Effective Date (the "Feasibility Period") to inspect the Assets and to conduct, review and approve any investigations, tests, analyses or studies deemed necessary by Buyer to determine the condition and feasibility of the Assets for Buyer's purpose, subject to the confidentiality obligations set forth in this Agreement (the "Feasibility Review"). Seller shall provide to Buyer (or to Buyer's broker listed

in Section 9.1) copies of the following information exclusively concerning the Assets to the extent in Seller's possession any existing surveys, environmental reports and geotechnical reports. Buyer agrees that Seller may provide some or all of such information in digital format on compact disc, portable hard drive or internet upload. Seller hereby grants to Buyer and Buyer's agents, employees and contractors a nonexclusive right and license to enter upon the Real Property to conduct the Feasibility Review; provided, however, that Buyer shall not conduct any drilling or subsurface sampling without Seller's written approval. Upon completion of the Feasibility Review, Buyer shall restore the Assets to their condition existing immediately prior to the Feasibility Review. Buyer shall indemnify and hold Seller harmless from any loss incurred by Seller resulting from damage to the Assets caused by the Feasibility Review. If for any reason Buyer determines that the Assets are not in a suitable condition or not feasible for Buyer's purpose, Buyer may terminate this Agreement within the Feasibility Period. If Buyer does not either approve the Feasibility Review or terminate this Agreement by written notice to Seller within the Feasibility Period, then the Feasibility Review will be deemed approved.

5.7 Mortgage Release. Seller shall cause the release of that certain mortgage granted by BV Hackman Road, LLC to Citizens Community Bank, Division of Glacier Bank dated January 15, 2020 to secure an original indebtedness of \$35,000,000.00 recorded in Bonneville County, Idaho as Instrument No. 1631699 on January 29, 2020.

6. CLOSING.

6.1 Date and Place. Closing will take place on the Closing Date in the offices of Escrow Agent.

6.2 Donor's Closing Deliveries. On or before the Closing Date, Donor shall deliver to Escrow Agent for Closing:

6.2.1 A Quit Claim Deed in the form of Exhibit B attached to this Agreement, fully executed and properly acknowledged by Donor, conveying to Donee the Real Property "AS-IS".

6.2.2 A Non-Foreign Certification in Escrow Agent's standard form, fully executed by Donor, as required by Internal Revenue Code Section 1445(b)(2); and

6.2.3 Any other funds, instruments or documents as may be reasonably requested by Donee or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Donor's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.3 Donee's Closing Deliveries. On or before the Closing Date, Donee shall deliver to Escrow Agent for Closing:

6.3.1 The funds required by Section 3; and

6.3.2 Any other funds, instruments or documents as may be reasonably requested by Donor or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Donee's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.4 Closing Costs. Donee shall pay the standard premium for the Title Policy, if any, additional premiums required for any extended coverage or endorsements requested by Donee. Real property taxes and assessments, property owners association assessments and other items customarily prorated in the County will be prorated as of the Closing Date based on the latest available figures. Any items that have been prorated based on the latest available figures shall be reconciled after the Closing Date when actual figures are available, with an appropriate adjustment to be made between Donor and Donee. Each party must bear its own costs (including but not limited to attorney fees and costs) in connection with its negotiation, due diligence investigation and conduct of the Transaction. All other costs associated with the Transaction shall be the obligation of Donee.

6.5 Possession. Donee will be entitled to possession of the Property on the Closing Date.

7. DONOR'S REPRESENTATIONS AND WARRANTIES. Donor hereby represents and warrants as follows:

7.1 Title. Donor has fee simple title to the Real Property subject to the Permitted Exceptions.

7.2 Authority. Donor has full power and authority to enter into this Agreement and complete the Transaction. Upon Donor's execution of this Agreement, this Agreement will be binding and enforceable against Donor in accordance with its terms, and upon Donor's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Donor in accordance with their terms.

7.3 Consents. Neither the execution and the delivery of this Agreement nor the consummation of the Transaction is subject to any requirement that Donor obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party that has not been obtained or made or that, in any case or in the aggregate, if not obtained or made would render the execution, delivery or consummation illegal or invalid, or would constitute a default under this Agreement, or result in the creation of any lien, charge or encumbrance upon the Property.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Donor set forth in this Agreement (other than representations and warranties of title) will survive the delivery and recordation of the deed and the consummation of this Agreement for a period of six (6) months following the Closing Date.

8. DONEE'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS.
Donee hereby represents, warrants and agrees as follows:

8.1 Authority. Donee has full power and authority to enter into this Agreement and complete the Transaction. Upon Donee's execution of this Agreement, this Agreement will be binding and enforceable against Donee in accordance with its terms, and upon Donee's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Donee in accordance with their terms.

8.2 Consents. Neither the execution and the delivery of this Agreement nor the consummation of the Transaction is subject to any requirement that Donee obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party that has not been obtained or made or that, in any case or in the aggregate, if not obtained or made would render the execution, delivery or consummation illegal or invalid, or would constitute a default under this Agreement.

8.3 No Oral Representations. Donee acknowledges that neither Donor nor any person acting on behalf of Donor has made any representation, warranty, guaranty or promise concerning the Property, whether oral or written, except as set forth in this Agreement.

8.4 Inspection of Property. Donee has been or will be permitted to inspect the Property in accordance with this Agreement. Donee's failure to inspect the Property constitutes a waiver of any contingency or condition precedent with respect thereto. Donee's consummation of the Transaction is based upon such inspection or waiver and not on any representations or warranties by Donor, except as set forth in this Agreement. Donor makes no representations or warranties as to the legal status or physical condition of the Property or as to the accuracy or completeness of any information and deliveries provided by Donor or by any third parties with respect to the Property, except as set forth in this Agreement. Donor hereby expressly disclaims any warranties as to merchantability and/or fitness for a particular purpose and any other representations or warranties, except as expressly set forth in this Agreement. Donee agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express representations and warranties of Donor set forth in this Agreement.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Donee set forth in this Agreement will survive the delivery and recordation of the deed and the consummation of this Agreement.

9. INTENTIONALLY OMITTED.

10. RISK OF LOSS. The risk of loss will be upon Donor until Closing. In the event of any material loss or damage to or condemnation of the Property prior to Closing, Donee may terminate this Agreement.

11. REMEDIES.

11.1 If Donor fails to perform any of Donor's obligations under this Agreement and that failure continues for five (5) days after Donor's receipt of written notice from Donee, Donor will be in default under this Agreement, and Donee may as its sole remedy for Donor's default terminate this Agreement in accordance with Section 12.

11.2 If Donee fails to perform any of Donee's obligations under this Agreement and that failure continues for five (5) days after Donee's receipt of written notice from Donor, Donee will be in default under this Agreement, and Donor may as its sole remedy for Donee's default terminate this Agreement in accordance with Section 12.

12. TERMINATION. If Donee or Donor elects to terminate this Agreement as provided under this Agreement, the terminating party shall give written notice of the termination to the other party. Upon termination by a party as provided in this Agreement, Escrow Agent shall return all documents or Cash deposited in the Escrow to the appropriate hereunder. Upon delivery of such money and documents, this Agreement and the Escrow will be deemed terminated, and neither party will have any further liability or obligation under this Agreement.

13. ATTORNEY FEES AND COSTS. If there is any litigation or other action taken by a party to interpret or enforce any provisions of or any rights or obligations under this Agreement or in pursuing any other remedy allowed by law whether by the filing of suit or otherwise, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses, including but not limited to attorney fees and costs, that the prevailing party incurs in such litigation or other action or in pursuing such other remedy.

14. NOTICES. Any notice given in connection with the Transaction must be in writing and must be given by receipted personal delivery, tracked overnight delivery, confirmed facsimile or United States certified or registered mail, addressed to Donor, Donee or Escrow Agent at the following addresses (or at another address as the party receiving notices or copies may designate in writing):

DONOR: BV Hackman Road, LLC
Attn: Cortney Liddiard
PO Box 51298
Idaho Falls, ID 83405
2194 Snake River Parkway, Suite 300
Idaho Falls, ID 83402
Fax #: (208) 227-0445

WITH A
COPY TO: Thel W. Casper, Esq.
PO Box 51298
Idaho Falls, ID 83405
2194 Snake River Parkway, Suite 300
Idaho Falls, ID 83402
Fax #: (208) 227-0445

DONEE: Bonneville County Fire Protection District No. 1
Attn: Douglas R. Nelson
PO Box 51630
Idaho Falls, ID 83405
Fax #: (208) 523-7254

ESCROW
AGENT: First American Title Company
670 S. Woodruff Ave.
Idaho Falls, Idaho 83401

Notice is deemed to have been given on the date the notice is delivered by personal delivery or by facsimile or on the date the notice is sent by overnight delivery or by United States mail. Notice is deemed to have been received on the date the notice is actually received or delivery is refused.

15. ESCROW CANCELLATION CHARGES. If the Escrow fails to close for any reason other than Donor's default, Donee will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Donor's default, Donor will be liable for any such cancellation charges by Escrow Agent.

16. ADDITIONAL ACTS. The parties agree to execute promptly all other documents and to perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

17. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date that is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

18. WAIVER. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

19. SURVIVAL. Subject to any limitations set forth in this Agreement, all restoration and indemnity obligations in this Agreement shall survive any termination of this Agreement, and all agreements, covenants, indemnities, representations and warranties in this Agreement shall

survive Closing and shall not merge into any deed, bill of sale, assignment or other instrument or document executed and delivered pursuant to this Agreement.

20. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.

21. COUNTERPART AND ELECTRONIC EXECUTION. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument, and the signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and/or delivered electronically (fax, email or other electronic means) which shall be effective as an original.

22. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Donee and Donor.

23. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Donor and Donee hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.

24. HEADINGS. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.

25. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

26. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

27. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.

28. INCORPORATION BY REFERENCE. All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

29. TAX TREATMENT. Donor may seek to effect a tax consequences as a result of the donation of the Property as either a charitable contribution or marketing expense ("Tax Treatment"). Donee agrees to reasonably cooperate with Donor at no cost to Donee accommodating Donor's Tax Treatment; provided, however, that the Donee makes no representation of any kind or nature regarding such Tax Treatment.

30. GOVERNING LAW. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

DONOR:

BV HACKMAN ROAD, LLC

By: BV Management Services, Inc., an Idaho corporation, the Manager

By: _____
Cortney Liddiard, President

DONEE:

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

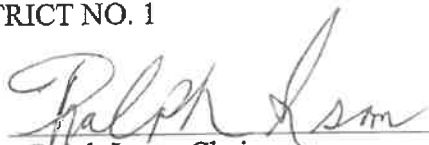
By:  _____
Ralph Isom, Chairman

EXHIBIT A
REAL PROPERTY

Legally described as:

Beginning at a point that is N.89°41'33"W. along the Section line 505.69 feet from the Northeast Corner of Section 9, Township 1 North, Range 38 East of the Boise Meridian, said point being on the Northerly Right-of-Way line of the Union Pacific Railroad; running thence N.89°41'33"W. along said Section line 810.62 feet to the West line of the East 1/2 of the Northeast 1/4 of said Section 9; thence S.00°16'44"E. along said West line 657.11 feet to said Northerly Right-of-Way line of the Union Pacific Railroad; thence N.51°02'47"E. along said Northerly Right-of-Way line 1038.27 feet to the POINT OF BEGINNING.

Generally depicted as:

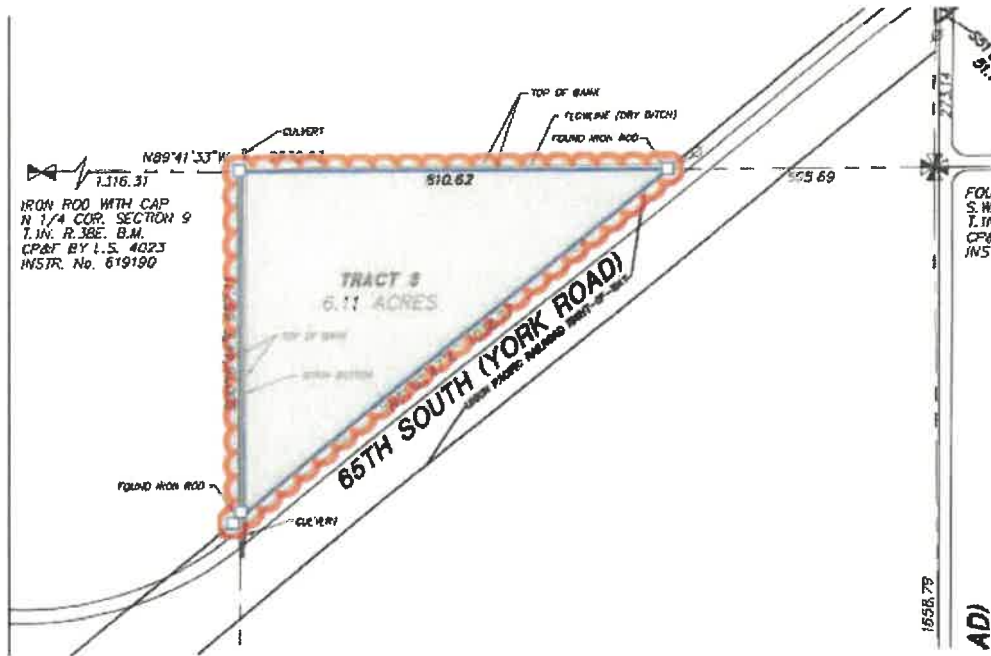


EXHIBIT B
QUITCLAIM DEED

THIS INDENTURE is made as of _____, by

_____, (“Grantor”), to
_____, whose mailing address is

_____, (“Grantee”).

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee’s successors and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real property in the County of _____, State of Idaho, to-wit:

[Legal Description]

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee’s successors and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument on the date set forth below.

[add signature of grantor and notary block]



PERSONNEL POLICY MANUAL

BONNEVILLE COUNTY FIRE DISTRICT #1

PERSONNEL POLICY MANUAL

This policy establishes a safe, efficient, and cooperative working environment, establishes the responsibilities and level of performance expected of all District employees and explains certain benefits provided to District employees.

The policies and benefit offerings outlined in this policy are subject to change at any time, without prior notice to, and consent of, District employees. Changes may be made in the sole discretion of the Fire Commission.

All employees of the District are At-Will and are employed at the discretion of the Fire Commission and will have no right to continued employment or employment benefits, except as may be agreed to in writing and expressly approved by the Fire Commission. This personnel policy is not a contract of employment and is not intended to specify the duration of employment or limit the reasons for which an employee may be discharged. All provisions of this Policy will be interpreted in a manner consistent with this paragraph. In the event of any irreconcilable inconsistencies, the terms of this paragraph will prevail. Only a written contract expressly authorized by the Fire Commission can alter the at-will nature of employment by the District, notwithstanding anything said by an Elected Official or supervisor.

Relevant Policy Dates

Adopted updated City of Ammon Policy October 1, 2020

Updated for minor corrections and FLSA Sleep Time October 1, 2022

AMMON DIVISION MISSION STATEMENT

We are committed to the fundamental beliefs of life safety, incident stabilization and property conservation. We dedicate ourselves to serving the community with honor and integrity.

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A. INTRODUCTION TO PUBLIC EMPLOYMENT

Working for Bonneville County Fire District #1, hereafter referred to as ‘the District, may be somewhat different from any employer for which you may have worked in the past. The District is a political subdivision of the State of Idaho, though it is not a part of state government. The Fire Commission, hereafter referred to as ‘the Commissioners’, serve as the governing entity for the District, carrying out local legislative duties and fulfilling other obligations. Only the Commissioners have authority to establish general policy for employees, including terms and conditions of employment. The Commissioners also appoint personnel to help carry out administrative responsibilities.

Each employee should recognize that although he/she may serve as an employee in the office of an elected or appointed official, he/she remains an employee of the District, not of the official who supervises his/her work. The terms and conditions set forth in this policy, and in the resolutions and policy statements which support it, cannot be superseded by any other official's commitment, without the express written agreement of the Commissioners. That is particularly true for terms or conditions which would establish a financial obligation for the District, now or in the future. It is important that all employees understand the relationship between policy adopted by the Commissioners and department policy implemented by other officials.

The terms set forth in this booklet reflect District policy at the time of its printing, and are subject to change at any time, without prior notice, and at the sole discretion of the Commissioners.

As with all elected public officials, the Commissioners are ultimately responsible to the voters of the District.

B. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

All selection of District employees and all employment decisions, including classification, transfer, discipline, and discharge, shall be made without regard to race, color, religion, gender, age, national origin, sexual orientation, veteran status, non-job-related disability, or any other characteristic protected by applicable law.

No job or class of jobs will be closed to any individual with these exceptions:

1. Where a mental or physical attribute, gender, or age is a bona fide occupational qualification.
 - a. It is the policy of the District to comply in all respects with the Americans with Disabilities Act. All objections to application of the District’s policy, in this regard, shall be brought to the attention of the Commissioners, or in the case

of objection to actions undertaken by the Commissioners, to legal counsel for the District.

2. Employees that are family members cannot hold positions that will allow them to directly supervise one another.
3. Employees that are in personal relationships cannot hold positions based at the same location or hold positions that will allow them to directly supervise one another.

C. VETERAN'S PREFERENCE

The District will accord a preference to employment of veterans of the U.S. Armed Services in accord with provisions of Idaho Code § 65-502 or its successor. In the event of equal qualifications for an available position, a veteran who qualifies for preference pursuant to Idaho Code § 65-502 or its successor will be employed.

D. RELATIONSHIPS IN THE WORKPLACE

Employees are strictly prohibited from initiating any type of personal relationship with any Cadet or Probationary Firefighter, regardless of the employee's current assignment or rank. Furthermore, BCFD1 prohibits personal relationships between a supervisor and their subordinates; this includes all employees who work at the same station as such relationships, even when they are consensual, can create compromising conflicts of interest or the appearance of such conflicts.

Personal and family relationships shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment.

1. Employees who are family members:
 - a. Cannot be directly supervised by another family member.
 - b. Should not supervise in the direct chain of command unless authorized by a Chief Officer
2. Employees who are in a personal relationship:
 - a. Cannot work in the same fire station.
 - b. Cannot be directly supervised by the other person in the relationship.
 - c. Should not supervise in the direct chain of command unless authorized by a Chief Officer

No person related to a fire commissioner within the second degree by blood or marriage may be hired or appointed if the pay is from public funds. No person related to a manager may report directly to them.

E. PREFERENCE FOR PROMOTION FROM WITHIN

Qualified individuals who are already employees of the District may be given preference over outside applicants to fill vacancies in the work force. This preference does not apply to the Fire Chief position.

EMPLOYMENT START-UP

A. EMPLOYMENT FORMS TO BE COMPLETED

The following pre-employment forms must be completed before the employee may begin work for the District:

1. Employment application form.
2. Employee's withholding allowance (W-4).
3. Immigration form (I-9), with accompanying identification.
4. Criminal background check for full-time regular employees with financial access.
5. Benefit forms.

B. PAYROLL REPORTING SYSTEMS

Reports of hours worked and time on and off the job must be completed in a timely manner in accord with procedures established by this policy and the accountant's office. Employee time reports shall contain a certification that it is a true and correct record of the employee's time and benefit usage for the time period covered and must be approved by both the Fire Chief and by the employee. For further information, see section 4.B.8 of this policy.

C. DISTRIBUTION OF POLICY

At the time of employment, each employee should receive a copy of this personnel policy. It is the responsibility of the employee to familiarize himself/herself with the contents of the personnel policy and to acknowledge its receipt. Voluntary acceptance of this policy and addendums are required for all District employees and officials, unless otherwise noted or rendered invalid by law. Periodic updates or changes shall be distributed and acknowledged.

D. INTRODUCTORY PERIOD

Employees of the District are subject to a three-month introductory period where employees must demonstrate their abilities to handle the responsibilities of their new position. The District uses this three-month period to determine if the employee meets the job requirements for which the employee was hired. During this three-month introductory period either the employee or the District may end the employment relationship at will, with or without cause or advance notice.

Employees who transfer or promote to another position within the District shall be subject to the same three-month introductory period. If the employee is terminated during this introductory period, they may be returned to their previous position or transferred to another position they are fully qualified for if such a vacancy exists with the district. The Commissioners and/or the Fire Chief may extend the introductory period.

E. POSITION REQUIREMENTS

Positions requiring specific qualifications, such as certifications or licenses shall detail the requirement(s) in their respective job description. This includes positions that require a valid Commercial Driver's License. In no case shall the District bear the costs associated with the acquisition of a qualification which is a stated condition for hiring.

A. PERSONAL PERFORMANCE AND BEHAVIOR

Each employee of the District is expected to conduct himself/herself as a professional in harmony with the high standards of the District as established by its mission statement, policies, and other stated goals. Each employee must recognize that public employees are subject to additional public scrutiny in their public and personal lives because the public's business requires the utmost integrity and care. To accomplish the goals of the District as a public institution, each employee is expected to avoid personal behaviors which would bring unfavorable public impressions of the District and its officials. To accomplish this, each employee:

1. SHALL be prompt and regular in attendance at work or other required job functions. Reports of chronic lateness shall be investigated by the Fire Chief and appropriate disciplinary action, including dismissal, will be taken if the tardiness continues.
2. SHALL comply with established dress standards. Dress, grooming, and personal cleanliness of employees affects the morale and productivity of other employees in the workplace and the image which the District presents to the public. All employees are expected to maintain dress, grooming, and personal hygiene standards which are appropriate for their work assignment. Radical departures from conventional dress or personal grooming and hygiene standards are prohibited in the workplace or when representing the District except when specifically authorized. Dress standards shall be set by the Fire Chief, but in the absence of any departmental dress standard, clothing shall be appropriate for the functions performed and shall present a professional appearance to the public.
 - a. Consult the Operations Manual, Personnel Section, Policy P6-Uniforms for all rules related to dress and personal appearance.
 - b. In the case of known meetings with customers and fellow business associates, the dress should be appropriate for the meeting. If you are in doubt about what is appropriate in these cases, it is your responsibility to contact an Officer for direction in this matter.

Employees who do not meet established personal appearance, dress, or cleanliness standards may be required to leave work, if necessary, until the problem is corrected. Employees generally will not be compensated for time lost when they are required to leave work to comply with established personal appearance requirements. Repeated

violations may result in disciplinary action up to and including termination of employment.

3. SHALL dedicate primary efforts to District employment. The Fire Chief has the right to establish unacceptable secondary employment for all personnel.
4. SHALL avoid conflicts in appointments and working relationships with other employees in the District and related agencies. No employee shall engage in conduct which violates Idaho Code § 18-1356 conflict of interest laws.
 - a. SHALL not accept gifts or gratuities in excess of \$50.00 in any professional capacity which could create partiality or the impression of partiality.
5. SHALL work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.
6. SHALL show a sincere regard for the feelings and self-respect of others. Courtesy is more than surface politeness; genuine regard for others is recognized in the way you treat constituents and staff or answer the telephone. Tolerance for other people's shortcomings, as well as awareness of your own, should be the standard by which employees interact with each other and the public. Positive and productive interactions should be the goal of every employee.
7. SHALL be professional and on task when performing job functions. Unprofessional behavior, such as "horseplay" detracts from quality of work, poses a safety risk and will not be tolerated.
8. SHALL not serve on any board or commission which regulates or otherwise affects the official duties or personal interests of said official or employee in a way that could create disadvantage for other members of the public or advantage for the employee.
9. SHALL not release personnel information or any other public record without the express authority of the Fire Chief, without an order from a court of competent jurisdiction, or an approved request for public information form.
10. SHALL not use substances, unlawful or otherwise, which will impair the employee's ability to function as a valued and competent part of the District work force.
11. SHALL not engage in conduct otherwise detrimental to the accomplishment of the goals established by the Fire Commissioners and/or the Fire Chief.
12. SHALL respect the workplace and your co-workers that may be sensitive to fragrances and cologne by limiting the use of these products in the workplace.

B. WORKPLACE CONDUCT

Each employee shall be expected to conduct him/herself in the workplace in accordance with the following rules. These rules are not to be considered an all-inclusive list of required conduct for District employees. Rather the following rules are provided to establish fundamental policy guidelines which help define what is expected and required of all employees.

Each employee:

1. SHALL give his/her best efforts to accomplish the work of the District for public benefit in accordance with policies and procedures adopted by the Commissioners. Each employee shall be subject to the administrative authority of the Fire Chief.
2. SHALL adhere to any code of ethics and avoid conflicts of interest or using his/her public position for personal gain.
3. SHALL follow all rules for care and use of public property to assure that the public investment in equipment is protected and that the safety of the public and other workers is maintained.
4. SHALL abide by all departmental rules whether they be written or issued verbally. No employee shall be required to follow a directive which violates laws of any local jurisdiction, the state, or nation.
5. SHALL abide by pertinent State and Federal Statutes concerning the dissemination of information to the public from public records or about public matters. The decision to release information from the public records or to disclose writings or other information in the hands of a public official belongs with the responsible official who has official custody of that record. Each employee shall maintain the confidential nature of records which are not open to public scrutiny in accordance with the direction of the responsible official.
6. SHALL follow rules regarding the reporting of work hours. Failure to follow such rules may be grounds for delayed payment of wages, salaries, or reimbursements. Repeated or deliberate violations of time reporting policy shall result in disciplinary action.
7. SHALL follow rules regarding breaks and lunch periods.
8. SHALL follow all rules for reporting on the job accidents. Each employee shall cooperate in the reporting and reconstruction of any job-related accident in order that workplace hazards can be eliminated, and that proper consideration can be accorded to injured workers and the public.

9. SHALL report any accident(s) observed to have happened on District property or involving District property. Each employee shall provide as much information as he/she can from the observations made in the course of activities associated with one's work. Such information should be reported to the employee's supervisor as soon as physically possible and reasonable efforts should be made to assist those in need.
10. SHALL follow all rules regarding safety in the workplace whether established formally by the department or by outside agencies. Employees are encouraged to suggest ways to make the workplace and/or work procedures safer.
11. SHALL maintain a current driver's license. Each employee must report any state-imposed driving restrictions to a Chief Officer. Each employee is also obligated to notify his/her supervisor in the event that his/her driving abilities are impaired by anything other than state restrictions.
12. SHALL perform such obligations as are necessary to carry out the work of the District in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.

C. PROHIBITED WORKPLACE CONDUCT

These rules are not to be considered an all-inclusive list of inappropriate conduct for District employees. Rather these rules establish fundamental policy guidelines which provide a basis to define inappropriate workplace conduct for all employees.

Each employee:

1. SHALL NOT be present in the workplace under the influence of drugs, alcohol, illegal substances or other substances which would impair the ability of the employee to perform his/her work competently or which would threaten the safety or well-being of other workers or the public. No employee should be absent from work as a result of the conditions described above, even though the conduct resulting in the condition actually occurs outside regular working hours. For further information, please see the Drug Free Workplace Policy, Appendix A.
2. SHALL NOT engage in abusive conduct to fellow employees or to the public, or use abusive language in the presence of fellow employees or the public. Abusive language shall include profanity and loud or harassing speech.
3. SHALL NOT sleep or be absent from the employee's work station when on duty.
Exception: 24-hour shift employees.
4. SHALL NOT engage in malicious gossip and/or spreading rumors; engaging in behavior

- designed to create discord and lack of harmony; willfully interfering with another employee's work output, horseplay or encouraging others to do the same.
5. SHALL NOT use work time for personal business including selling of goods or services to the general public or preaching religious or political views to members of the public during the work day. Employees should minimize the amount of work time spent on similar activities engaged with fellow employees.
 6. SHALL NOT engage in political activities while on duty in public service. This rule shall not apply to elected officials or chief deputies to an elected official. Employees shall enjoy full political rights when not carrying out their work obligations.
 7. SHALL NOT provide false or misleading information on employment applications, job performance reports, payroll records or any other related personnel documents or papers.
 8. SHALL NOT willfully give false statements to the public, other employees, department officers, or the Commissioners.
 9. SHALL NOT discriminate in the treatment of co-workers or members of the public on the basis of race, color, religion, gender, age, disability, sexual orientation, veteran status, or national origin, or any other characteristic protected by applicable law.
 10. SHALL NOT smoke within any District vehicle, on/in any District property or any other public building. Cigarette butts shall be properly disposed of by depositing in approved waste containers.
 11. SHALL NOT allow unlawful substances or alcoholic beverages either opened or unopened within any District vehicle, and/or, on/in any District property at any time.
 12. SHALL NOT violate state statutes or local rules regarding the inappropriate use, alteration, destruction, or removal of records kept by the District or by other public officials, particularly when required by law.
 13. SHALL NOT abuse employee benefit offerings by taking unjustified paid-time-off, or otherwise participate in a scheme or deception designed to create incorrect personnel records or to claim benefits which are not deserved in accordance with District policy.
 14. SHALL NOT violate rules concerning absence from the workplace. Employees must obtain prior permission as required by District policy for use of paid/unpaid leave granted by this personnel policy.
 15. SHALL NOT engage in prolonged visits with co-workers, children, friends, or family members that will interfere with the course of work.

16. SHALL NOT use telephones or computers in the office or workplace in a manner that violates policy. All employees are responsible to review, understand, accept and adhere to the Technology Use Policy, Appendix B.
17. SHALL NOT engage in criminal conduct of any kind at any time. Employees are expected to behave in a lawful and socially acceptable manner. Failure to do so is a violation of the trust placed in such employees by the public and the managing officials.
18. SHALL NOT violate any lawful rule established to maintain order and productivity in the workplace.
19. SHALL NOT duplicate or misuse District key(s).

D. PROHIBITED DISCRIMINATORY HARASSMENT POLICY

The District is committed to providing all of its employees with a workplace free of discriminatory harassment. The District maintains a strict policy prohibiting sexual harassment and harassment on the basis of race, color, national origin, religion, sex, physical or mental disability, age, veteran status, sexual orientation, or any other characteristic protected by applicable law.

This prohibition applies to all employees, vendors, associates, or representatives of the District.

No employee shall tolerate any conduct prohibited by this policy from anyone while at work or engaged in District business. The employee shall report any such prohibited behavior to their appropriate supervisor.

This policy is not intended to protect anyone who makes a false allegation of discriminatory harassment. The District reserves the right to take appropriate disciplinary action against any employee who makes a false allegation of harassment.

1. SEXUAL HARASSMENT DEFINED:

Sexual harassment prohibited by this policy includes conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition of employment; or
- b. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an employee's work or creating an intimidating, hostile or offensive working environment.

Whenever one or more of the conditions above exist, the following shall be considered sexual harassment:

- a. Unwanted sexual advances.
- b. Offering employment benefits in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars, or posters.
- e. Verbal conduct such as making derogatory comments, epithets, slurs, jokes, or comments of a sexual nature about an employee's body or dress.
- f. Written communications of a sexual nature distributed in hard copy or via a computer network.
- g. Verbal sexual advances or propositions.
- h. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
- i. Inappropriate physical conduct such as touching, assault, impeding or blocking movements.
- j. Retaliation for making harassment reports or threatening to report harassment.

This list is not provided as a complete list, but rather to provide direction in defining sexual harassment.

Sexual harassment can occur between employees of the same sex. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

2. OTHER TYPES OF UNLAWFUL HARASSMENT

The District also prohibits harassment on the basis of race, color, national origin, religion, gender, physical or mental disability, age, veteran status, sexual orientation, or any other characteristic protected by applicable law. Such prohibited harassment includes but is not limited to the following examples of offensive conduct:

- a. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures.
- c. Written communications containing statements, which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.
- d. Physical conduct such as assault, unwanted touching or blocking normal movement.
- e. Retaliation for making or threatening to make harassment reports to the District.

E. COMPLAINT PROCEDURE

Any employee who believes he/she has been subjected to unlawful harassment, prohibited by this policy, should tell the harasser to stop his/her unwanted behavior and immediately report the behavior, preferably in writing, to their supervisor and/or the Fire Chief.

Any employee who becomes aware of unlawful harassing conduct, prohibited by this policy, either engaged in or suffered by a District employee, regardless of whether or not such harassment directly affects that employee, the employee shall immediately report the incident, preferably in writing, to their supervisor and/or the Fire Chief.

Any employee reporting an incident shall do so either preferably in writing or verbally to at least one of the following: their supervisor, a Shift Captain, a Chief Officer and/or the Fire Chief. Upon receipt of a complaint, the Fire Chief shall all be made aware of the complaint. The Fire Chief will then be responsible to administer an immediate, thorough, and objective investigation on behalf of the District. The Fire Chief shall appoint another Officer who will be responsible for the creation and maintenance of all record keeping necessary for the proper execution and enforcement of this policy.

Therefore, all written correspondence relative to the incident, including written electronic communications shall be forwarded to the Fire Chief upon receipt. In addition, any relative verbal communication shall be summarized by the recipient in writing and forwarded to the Fire Chief. If it is determined and substantiated that prohibited harassment has occurred, appropriate action will be taken to ensure that the conduct will not reoccur. A determination regarding the alleged harassment shall be made and communicated to the person claiming harassment, as soon as practical. Employees violating this policy are subject to the employee discipline procedure outlined in this policy.

The District strictly prohibits retaliation against any person by another employee or by the District for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the District or a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

The District does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including elected officials or management employees.

EMPLOYEE CLASSIFICATION, COMPENSATION, AND BENEFITS

A. CLASSIFYING EMPLOYEES FOR POLICY PURPOSES

1. EMPLOYMENT STATUS

For varied reasons, employee status must be organized by classes to administer employee policies, benefits or otherwise address employment issues. It is generally the responsibility of the employee to assure that he/she is properly categorized for purposes of each issue or benefit type. The District will endeavor to assist with such matters, but the employee is ultimately responsible to assure that his/her service is properly addressed.

2. EMPLOYEE CLASSIFICATION

The classification of the position you hold with the District may affect the status of obligations or benefits associated with your employment. The primary classes of employees and their respective status is outlined as follows:

a. Full-Time Regular Employees:

Typical work schedule calls for at least 30 or more hours of scheduled work during each seven (7) calendar-day payroll period. Full-time regular employees shall receive all employee benefits provided by the District; as such benefits now exist or may be subsequently changed.

b. Part-Time Regular Employees:

Typical work schedule calls for 29 or less hours of scheduled work during each seven (7) calendar-day payroll period. Part-time regular employees shall receive reduced employee benefits in accordance with policies adopted by the District and required by PERSI. The scope of benefits received may vary proportionately with the number of hours typically scheduled for a part-time regular employee. The number of hours scheduled may also affect the employee's obligation to participate in certain mandatory state benefit programs. Certain benefits may not be available.

c. Seasonal Employees:

Provide services for the District on an irregular or temporary basis and whose time of employment is less than 8 consecutive months annually. Seasonal employees shall receive no benefits provided to regular employees, except those required by law or those provided by express written authorization of the Commissioners. The District accountant will file required reports regarding seasonal employees with PERSI.

B. COMPENSATION POLICIES

1. ESTABLISHMENT OF PAY SYSTEM

The District compensates employees in accordance with decisions by the Commissioners as budgets are set and tax levies are authorized. Pay for any given position is subject to the annual budgetary process and as such may be subject to increase, reduction, or status quo maintenance for any time period. The Fire Chief may make suggestions about salary compensation and other pay system concerns but the final decision regarding compensation levels rests with the Commissioner's budgetary rulings and directives.

2. COMPLIANCE WITH STATE AND FEDERAL PAY ACTS

The District shall comply with all State and Federal pay acts respecting the compensation of employees for services performed.

3. RIGHT TO CHANGE COMPENSATION AND BENEFITS

The Fire Commission reserves the right to make budget adjustments, and consequently pay adjustments, during the course of the budget year in order to manage cash flow or to deal with other circumstances which justify changes in District expenditures.

Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent budget.

4. OVERTIME COMPENSATION - COMPLIANCE WITH FAIR LABOR STANDARDS ACT

In addition to the employee classifications set forth elsewhere in this policy, all employees are classified as either exempt or hourly for purposes of complying with the Federal Fair Labor Standards Act (FLSA). The FLSA is the Federal wage and hour law which governs the obligation of employers to pay overtime compensation. Exempt employees are not required to receive overtime pay for hours worked beyond the limits provided by the statute. Employees who serve as fire fighters shall be subject to special exceptions found in the FLSA (207K). Please contact the Fire Chief for further clarification of your FLSA status. Personal Time Off (PTO), and holidays will be excluded from hours worked for overtime purposes. All overtime hours shall be compensated at the rate of 1 ½ times the regular hourly rate. Overtime shall be worked only when necessary.

In the event of a Declaration of Disaster, which is later confirmed by the Commissioners, exempt (salaried) employees will become non-exempt (hourly) for the duration of the disaster. When the Declaration of Disaster has concluded, original exempt employees will automatically be transitioned back to exempt status. The Fire Chief shall determine the precise moment when exempt employees are transitioned to hourly employees. This transition may coincide with existing or future pay cycles.

When providing assistance to contract requests, all exempt (salaried) employees will become non-exempt (hourly) for the duration of the assistance. For all employees

assisting on contract assignments, any work will be paid at an overtime rate after forty (40) hours in each 7-day work week.

5. REPORTING AND VERIFYING TIME RECORDS

It is the responsibility of each employee to properly record the time that he/she has worked during a payroll period. Each time sheet shall be approved by the employee verifying its accuracy with an additional approval by the Fire Chief indicating that the hours claimed were actually worked. These records shall be retained in the office of the Fire Chief and the District accountant.

6. WORK PERIODS

Employment with the District is subject to the Federal Fair Labor Standards Act as previously described. Each employee is responsible for monitoring the status of hours worked in each work period. Overtime shall be allowed only when preapproved by the Fire Chief or when absolutely necessary in an emergency. The work week for all employees who are subject to the FLSA shall begin at 12:00 a.m. (midnight) on Sunday of each week and concludes at 11:59 p.m. of the succeeding Saturday.

1. Hourly employees will record actual hours worked. Paid overtime shall be computed by the overtime worked at 1 ½ times the employees hourly rate based on a 40-hour workweek.
2. 24-hour shift employees shall be compensated equally each week based on the four-week average per FLSA Section 7(k).
 - a. Employees working 12- or 24-hour shifts shall not be eligible for paid overtime unless they exceed 212 hours worked during a 28-day work period.
 - b. Per FLSA, it is the District's right to deduct up to six hours of sleep time from all 24-hour shifts. Currently the District deducts two hours of sleep time from each 24-hour shift worked (0200 to 0400).
 - i. Any time worked while responding to emergency calls during the sleep period of 0200 to 0400 shall be compensated as extra-time at the employees' hourly rate unless the employee exceeds 212 total hours in the current 28-day work period.

All hours worked, including extra-time and overtime, shall be paid in their paycheck for the pay period in which it was earned.

The maximum allowed break time is 15 minutes for every 4 hours of contiguous work. The staff on duty is responsible to coordinate breaks which maintain appropriate staffing levels and efficient operations. Lunch breaks shall generally be from noon to 1300; non-administrative employees are to follow the directive of the Captain on Duty for all breaks.

Exempt employees shall not receive overtime pay for hours worked beyond 80 hours per pay cycle or reductions in pay for pay periods with less than 80 hours worked per pay cycle. Exempt employees are expected to work a minimum of 80 hours per pay cycle and additional hours necessary to fulfill their responsibilities. Exempt employees have control over their work schedule and hours as long as job requirements are met.

7. PROMOTIONS AND COMPENSATION

Compensation for all employees is established by action of the Commissioners. The annual budget of the District sets the funding available for compensation of employees. Promotions and changes in status may be recommended and made by the Fire Chief but final authority regarding compensation rests with the Fire Commissioners through the budgeting process with final action on promotions and compensation approval by the Fire Chief. Any promotion or compensation not budgeted for in the current budget must be approved by the Commissioners prior to said promotion or compensation.

Employees shall participate in a performance evaluation system. Such evaluation systems shall be one basis for allocating changes in compensation in each budget year. Records of all such evaluations shall be kept in the personnel file of each employee.

8. PAYROLL PROCEDURES AND PAYDAYS

Employees are paid every two weeks throughout the year. Time sheets are to be approved within four hours of notification that timesheets are ready for approval which shall be Monday to Wednesday following the last day of the pay cycle. Paychecks will then be issued on the bi-weekly Thursday that immediately follows time sheet approval. Paychecks compensate employees for work performed in the two-week work period immediately prior to paycheck issuance. Paychecks shall be distributed via direct deposit to an account per each employee. NO advances will be allowed.

It is the responsibility of each employee to monitor the accuracy of each paycheck received. Information shown on the employee's paycheck stub is provided for information only. The paycheck is generated by a computer program that does not have the capacity to think or to understand individual circumstances. Actual practices respecting the issuance of paychecks and allocation of employee benefits must be consistent with official District policy. In the event of disagreement between the computer-generated paycheck stub and official policy as interpreted by the Fire Chief with the assistance of the District accountant, the policy shall prevail.

At time of hire all employees will fill out and sign a 'New Employee Packet' which sets forth his/her requested benefits and deductions. An authorized staff member will subsequently input this information into the payroll system. Any discrepancies or problems in adhering to the items outlined on the form will be clearly resolved and

indicated on the form. Necessary changes to the inputs from the originally submitted form will be accepted and initialed by the requesting employee. Upon completion, the form will be placed in the employee's permanent file. Any future requests to adjust benefits or deductions on the part of employees must be submitted in writing through submittal of a new benefit form. The method for instituting these changes will conform to the same procedure as described above.

9. COMPENSATION WHILE SERVING ON JURY DUTY

Employees called to jury duty, which necessitates an absence from their regularly scheduled duties, shall be granted leave with no reduction in salary or benefits. Notice of the receipt of a summons for jury duty should be given to the employee's immediate supervisor as soon as possible.

10. MILITARY LEAVE

- a. Any regular employee who is inducted into the Armed Forces of the United States and the Military Selective Service Act shall be granted a leave of absence without pay and shall be entitled to return to his/her former position or to an equivalent position, providing:
 - i. He/she makes application for re-employment within ninety (90) days after such person is relieved from training and service or from hospitalization continuing after discharge for a period of not more than one year, provided he/she is still qualified to perform the duties of such position with reasonable efforts by the District.
 - ii. Seniority and service credit shall continue during military leave, but a returning veteran will not displace another employee with greater service.
 - iii. All provisions of this section shall be interpreted in a manner consistent with the Soldiers and Sailors Civil Relief Act.
- b. Any regular employee who is a member of an organized Reserve or National Guard Unit who is ordered to participate in field training shall receive, for a period of no greater than 15 working days, that portion of his/her regular salary which will, together with his/her lesser military pay (including pay received for weekends that fall within or at the end of the leave period), equal his/her regular salary. For this purpose, military pay does not include allowances received for rent, subsistence, travel, and uniforms.
- c. Regular, full-time employees who are members of the National Guard and who are called for emergency duty in their state will be granted up to 160 hours of paid Military Leave per calendar year.

11. PAYROLL DEDUCTIONS

In accordance with Idaho Code § 45-609 or its successor, no payroll deduction(s) shall be made from an employee's paycheck unless authorized by the employee or required by law.

12. TRAVEL EXPENSE REIMBURSEMENT

An employee on District business shall be reimbursed for expenses incurred in completing his/her work-related assignment in accord with established policies. Travel expenses must be authorized by the Fire Chief. Each employee is responsible for providing verified receipts for any expenses for which reimbursement is requested in accord with Idaho Code.

Employee meal expenses shall be paid up to a maximum of \$60 per day. When separate meal expenses are incurred due to partial travel days or for meals necessary due to District business functions the rate per person are as follows: Breakfast \$15, Lunch \$20 and Dinner \$25. If a meal is included and paid for in a meeting or conference registration, the meal rate above shall be deducted from the maximum rate to determine what would be allowed for a given day. The District requires employees to make use of available complimentary meals, whenever possible. If the employee is allergic to the food provided at a meeting/conference, a meal per diem may be allowed.

Authorized related lodging expenses shall be reimbursed at actual cost. Employees should always request tax exempt government rates and negotiate the best available rate. Each employee is allowed their own room.

Travel time from the employee's home to work will not be compensated. Allowable time will start from departure from the employee's work location.

When traveling on District business, a District vehicle shall be taken, if available.

If a District vehicle is not available, then a private vehicle may be used with approval of the Fire Chief in which standard business mileage as provided for by the IRS shall be paid. Receipts shall be submitted for approval on the approved expense reimbursement form.

In the event a District vehicle is available, but the employee utilizes a personal vehicle, no reimbursement shall be issued.

Citizens may ride in a District vehicle, for approved purposes only, but must dress and act appropriately when doing so. Drivers that regularly drive a District vehicle or operate District equipment shall be provided with a copy of the Vehicle and Equipment Policy (Appendix C) and shall review and comply with the requirements the policy.

13. ON-THE-JOB INJURIES

All on-the-job injuries shall be reported to the officer of the station, who in turn shall

report to the Fire Chief, as soon as practicable, to allow the filing of worker's compensation claims in the proper manner. If an employee is disabled temporarily by an on-the-job accident, he/she shall be eligible for worker's compensation benefits. Return to employment shall be authorized on a case-by-case basis upon consultation with the supervising doctor and the State Insurance Fund. Concerns associated with injured worker status may be brought before the Fire Chief for review.

Drug and/or alcohol testing, is mandatory for any workman's compensation or property damage claim and must occur within 2 hours of the accident. For further information, please see the Drug and Alcohol-Free Workplace Policy (Appendix A).

14. DRUG-ALCOHOL TESTING

The District has adopted a Drug and Alcohol-Free Workplace Policy (Appendix A). For any questions relating to the policies regarding drugs or alcohol please refer to Appendix A.

15. ON CALL

'On call' will be determined by the Fire Chief. While on 'on call', employees shall be available for immediate response to emergency and/or service calls. Actual hours worked while on standby duty shall be compensated at the employee's normal pay rate including overtime rates, if applicable. In addition, employees who are required to perform 'on call' shall be compensated one additional hour per day, except on Saturday, Sunday, and holidays when 'on call' duty shall add two additional hours per day. Exempt employees required to perform 'on call' duties shall be given an equal amount of time off in lieu of compensation within the 14-day work period.

C. EMPLOYEE BENEFITS

The District offers a number of employee benefits for full-time regular employees. These benefit offerings are subject to change or termination at the sole discretion of the Commission. Each is subject to the specific terms of its respective insurance policy and/or official resolution of the Commission.

1. PAID TIME OFF (PTO)

Paid Time Off is available to all full-time regular employees who have completed the equivalent of 90-days of full-time regular employment. Paid Time Off (PTO) accrues as the employee works. Employees will not accrue PTO while on an unpaid leave of absence or under suspension of any kind.

A. PTO Accrual Schedule for Full-Time Employees: Each full-time employee will accrue PTO hours per year as outlined here:

Years of Service	PTO Hours	PTO Max Bank
First 24 Months	80	160
2-4	160	320
5-9	200	400
10-14	240	480
15+	280	560

- B. PTO Bank. Once an employee reaches the maximum accrued PTO hours, all additional PTO will accrue in the employees Extended Leave Bank until the employee’s PTO Bank hours are reduced below the allowed maximum. If the PTO maximum bank is met and the Extended Leave Bank maximum is met, the employee shall not accrue PTO hours until one or both are reduced below the allowed maximum(s).
- C. Extended Leave Bank. Each employee shall have an Extended Leave Bank of hours that may be utilized for extended absence due to illness or injury of the employee. All full-time City of Ammon employees that the District employed on October 1, 2020 shall be granted 500 hours of Extended Leave upon hire. If not used, the 500 hours granted, or any portion thereof, shall be removed from the employees Extended Leave Bank on separation from the District with no cash value.
 - a. Once an employee reaches the maximum accrued PTO hours allowed, all additional PTO will accrue in the employees Extended Leave Bank up to a maximum of 960 hours.
- D. Paid Time Off (PTO) Pay Out. Unused PTO hours are paid out at 85% of the employee’s current pay rate. PTO is to be paid out upon separation from employment with the District. Employees may fill out a “PTO Pay Out Request Form” to be paid out for accumulated PTO during employment.
- E. Donation of PTO Time. In the event that an employee depletes their accrued PTO hours due to a major illness or injury, other employees may voluntarily donate PTO hours from their accrued PTO hours if approved by the Fire Chief and Fire Commissioners. The value of the time will be adjusted due to pay rate differences.

2. HOLIDAYS

Official paid holidays are provided for full-time regular employees. Employees, who have regular, full-time active status, on the date of any holiday, shall receive no more than 8 hours’ compensation for that day even though they do not work. Holidays which fall on Saturdays shall be observed on the preceding Friday. Those which fall on Sunday shall be observed on the succeeding Monday.

A holiday is a day of exemption from work granted to employees, during which said employees shall be compensated, as if they actually worked. Employees who work on a holiday shall be compensated according to the following calculation:

Employee Status	Holiday Hours		Hours worked on a holiday
Full-time Exempt Employees	8 hours at regular pay	+	No additional compensation
Full-time Hourly Employees	8 hours at regular pay	+	Time for hours actually worked
Part-time and Seasonal Employees	0 (zero) hours	+	Time for hours actually worked

RECOGNIZED HOLIDAYS:		
New Year's Day	Juneteenth Day	Veterans Day
Martin Luther King, Jr./Human Rights Day	Independence Day	Thanksgiving Day
Presidents' Day	Labor Day	Day after Thanksgiving Day
Memorial Day	Columbus Day	Christmas Day

3. BEREAVEMENT LEAVE

Up to five days of paid leave of absence for a death in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers, sisters, aunts and uncles, including those related by law). Additional leave may be granted from accrued paid vacation leave or unpaid leave of absence.

4. LEAVE OF ABSENCE

Up to thirty days' unpaid leave can be granted by the Fire Chief for any justifiable purpose. Any unpaid leave request in excess of five (5) days must include an explanation of the reason for the unpaid leave.

5. REDUCTION IN BENEFITS

The District reserves the right to change, condition, or terminate any benefits set forth in this section. No employee shall acquire any rights in any current or future status of benefits except as the law otherwise requires.

6. BENEFITS FOR PART-TIME OR TEMPORARY EMPLOYEES

Unless negotiated with the Commission, required by PERSI or law, there are no provisions for benefits for part-time, seasonal, or temporary employees.

7. INSURANCE COVERAGE AVAILABLE TO EMPLOYEES

The District provides medical and life insurance benefits to full-time regular employees and elected officials. The District provides payments to a Health Reimbursement Account (HRA) benefit package for qualifying employees for coverage of dental and vision benefits. Additionally, the District provides family coverage at the employee's expense. The District has identified the Gold 500 plan as the standard, employees choosing plans that have a cheaper premium shall be awarded the difference of the two premiums in the employee's personal Health Savings Account (HSA) account. For the costs of the family insurance charges consult with the Fire Chief.

All employees are eligible after 60 days of employment; coverage begins on the first of the month following eligibility. All coverage is subject to policy terms and may change at any time. Continued health coverage is available to former employees at their own cost pursuant to

federal law (COBRA). Information may be obtained from the personnel office.

Worker's compensation insurance covering job-related injuries is provided for all employees. Questions about worker's compensation issues should be directed to the Fire Chief.

8. RETIREMENT

The retirement plan of the District combines benefits of the Public Employees Retirement System of Idaho (PERSI) with Social Security (FICA). PERSI charges a percentage of an employee's gross salary, which is presently exempt from Federal and State income taxes, and the District matches this with an additional larger contribution. Contact the Fire Chief for further information.

EMPLOYEE EVALUATION AND DISCIPLINE

A. EVALUATION PROCEDURES

1. STANDARD PROCEDURES

Each employee may be evaluated after 90 days of employment and at least on an annual basis thereafter to assess the performance of the employee in the job being performed. Each evaluation shall be given based on the managing official's observations of the employee's performance, the accuracy of the employee's work in addition to the quantity, and additional efforts expended by the employee. The Fire Chief is authorized to use necessary evaluation tools. A record of the evaluation shall be placed in the employee's permanent record file.

2. INTERVIEWS (EVALUATION)

Each evaluation shall be concluded with an interview between the evaluated employee and the Fire Chief in which the employee will be told what the findings of the evaluation are. Each employee shall be given an opportunity to respond to the evaluation both verbally, in which case notes may be taken, or the employee may submit a written response to the employer's evaluation to be placed in the employee's personnel file, provided that it is filed with the Fire Chief within ten (10) days of the date of the evaluation.

B. EMPLOYEE PERSONNEL FILES

1. PERSONNEL RECORDS

The official employee records, including medical records will be stored in a secure location, operated, and maintained by the District. Within these personnel files will be kept all records of payroll, employee performance evaluation, employee status, and other relevant materials related to the employee's service. The Fire Chief or the employee may contribute materials to the personnel files deemed relevant to the employee's performance and tenure. Each employee shall have the right to review materials placed in his/her personnel file at any reasonable time. Copies of materials in a personnel file are available to each employee without charge. Personnel files shall not be removed from the premises.

2. ACCESS TO PERSONNEL FILES

It is the policy of the District to allow limited access to a personnel file under the supervision of the Fire Chief for the record for any employee when properly requested.

Those authorized to evaluate materials in a personnel file include the Fire Chief, elected officials, the District Attorney, and the employee.

Employee's medical and workman's comp history records shall be kept in a separate employee file from the employee's personnel file and shall not be accessible to anyone other than the Fire Chief, the District Attorney, and the employee.

The District Attorney shall have access to all personnel files as needed.

Information regarding personnel matters will only be provided to outside parties with a release from the employee or in other circumstances where release is deemed appropriate or necessary with the concurrence of both the Fire Chief and the District Attorney.

Based upon the inherent confidentiality of personnel matters, access of others to personnel files shall be only with authorization of the Fire Chief and the District Attorney.

3. MANAGEMENT OF INFORMATION IN PERSONNEL FILES

Each employee shall be provided an opportunity to contest the contents of a personnel file at any time. This is to be done by filing of a written objection and explanation which will be included in the file along with the objectionable material. In the sole judgment of the Fire Chief, with the concurrence of the Commissioners, any offending material may be removed upon a showing by the employee that it is inaccurate or misleading.

C. EMPLOYEE DISCIPLINE PROCEDURES AND PRINCIPLES

1. PURPOSE OF DISCIPLINE POLICY

The purpose underlying the discipline policy of the District is to establish a consistent procedure for maintaining suitable behavior and a productive working environment in the workplace. These procedures are directory in nature and minor variations of the processes set forth herein shall not affect the validity of any actions taken pursuant to this policy.

2. DISCIPLINARY SYSTEM FRAMEWORK

The District adopts the following framework for actions to be taken in the event District policies are violated by any employee. Progressive steps may be implemented to invoke disincentives to policy violations. The District reserves the right to take any of the prescribed steps in any order in the event a managing official deems a policy violation or action of an employee to be serious enough to warrant a certain step. Such steps shall

be documented in the record of the disciplinary action. Progressive discipline shall be applied only where the managing official believes that the potential for improvement and correcting the behavior is possible.

3. HIERARCHY OF DISCIPLINARY ACTIONS AVAILABLE

The following actions are among the progressive disciplinary steps which can be taken by the Fire Chief in response to personnel policy violations. Any step in the disciplinary process may be skipped or waived; at the discretion of the Fire Chief, considering the severity of the offense:

- a. Verbal warning
- b. Written warning or reprimand
- c. Suspension with or without pay
- d. Probation
- e. Demotion
- f. Dismissal

4. OPPORTUNITY TO BE HEARD—ASSERTIONS OF UNLAWFUL DISCRIMINATION AND RETALIATION AND “NAME-CLEARING HEARING”

1. All employees are at-will employees. However, at-will employees may from time-to-time experience adverse consequences of unlawful discrimination or retaliation. In addition, a public employee who is being demoted with a reduction in pay or terminated from employment based upon allegations of dishonesty, immorality or criminal misconduct is constitutionally entitled to a name-clearing hearing when one is requested.
2. Unlawful discrimination and retaliation address actions that are alleged to involve decisions based upon age, sex, race, religion, national origin, or disability that is not a bona fide occupational qualification. The District does not condone discrimination on the basis of foregoing unlawful categories. Unlawful retaliation addresses actions that are taken against an employee for initiating a charge of discrimination or harassment, or for assisting in any way in an investigation of such charges.
3. Failure to pursue this opportunity to be heard or name-clearing hearing procedure constitutes a waiver of this opportunity.
4. Issues involving job performance or employee attitude, without allegations of discrimination, retaliation, dishonesty, immorality, or criminal misconduct, are not the

proper subject of this procedure and will not be heard.

5. The procedure for the opportunity to be heard or name-clearing hearing is as follows:
 - a. Within fourteen (14) days of his/her termination or demotion, the employee may submit a written allegation of unlawful discrimination or retaliation, or the basis for entitlement to a name-clearing hearing, stating with particularity the basis for the requested hearing. Written allegations that are untimely submitted or that fail to state a particular, legally recognized basis will not be granted an opportunity to be heard. An employee will be promptly notified if a requested hearing is denied.
 - b. An employee alleging unlawful discrimination or retaliation, or who is legally entitled to a name-clearing hearing, will meet with the Commissioners. The hearing will not exceed one (1) hour in duration.
 - c. An audio recording of the hearing will be made and maintained as part of the personnel record.
 - d. The employee's supervisor may provide a brief written statement at least twenty-four (24) hours prior to the hearing in response to the charges. The Commissioners may require the employee's supervisor to participate in the hearing.
 - e. The employee will be provided an opportunity to present evidence upon which the claims are based.
 - f. The Commissioners may ask questions during this process.
 - g. The employee may question participants during this process.
 - h. The Idaho Rules of Evidence do not apply to this opportunity to be heard or name-clearing hearing.
6. After the hearing, the Commissioners will consider the information submitted, and such other information as might be in the District's records, to arrive at a decision concerning the employee's allegations. The decision will set forth in writing the reasons for the Commissioners' determination.

A. REDUCTION IN FORCE

Employee assignments may be affected by reductions in force made due to economic conditions or to changes in staffing and workload. The Commission reserves the right to make any changes in work force or assignment of resources that it deems to be in the District's best interest. The Commission may also specify at the time reductions in force are made, what reinstatement preferences may accompany the reductions. Said reinstatement preferences may be tied to the classification of the employee or to specialized skills possessed by the employee.

Reorganization initiated to make more efficient use of resources or to accommodate budgetary needs shall not be subject to the appeal procedure established by the District.

B. REINSTATEMENT PREFERENCE

Employees who leave District employment, due to a reduction in force, shall retain a first right to return in the event of work force rebuilding for one year from the date of their separation. Employees shall retain a preference only for work for which they are fully qualified and for which available service requirements can be met.

C. RETIREMENT POLICY

The retirement policy of the District shall comply in all respects with Federal and State requirements respecting mandatory retirement and the obligations established by the Public Employees Retirement System of Idaho (PERSI). No employee shall be compelled to retire except in compliance with said acts.

D. COBRA BENEFITS

Employees of the District who currently receive medical benefits and separate from employment may be eligible to continue those medical benefits at the employees' sole cost and expense for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). If you have any questions regarding your right to continue your health coverage after separating from the District, please contact the Fire Chief.

E. EXIT INTERVIEW

Each full-time employee who terminates from employment with the District is encouraged to participate in an exit interview with the Fire Chief. In such interview, the Fire Chief shall

notify the employee when certain benefits shall terminate, when final pay shall be issued and review the process to receive COBRA. The employee shall inform the Fire Chief about his/her impressions of employment in such interview. A record of the exit interview shall be completed and retained in the employee's personnel file.

F. RESIGNATION POLICY

Voluntary resignation will only be accepted if made in writing. Any verbal resignation will be treated as leave without approval, unless authorized by the Fire Chief. Under leave without approval an employee may be terminated for "job abandonment" after three (3) days of leave that has not received approval. If the employee wants his formal records to indicate "voluntary resignation", they must do so in writing to the Fire Chief. No employee who voluntarily resigns should expect that their position will be available at the same pay rate and/or benefits, if they desire to apply for rehire.

G. ABANDONMENT

Employees who have an unexcused or unauthorized absence of three working days or more may be terminated for job abandonment.

**BONNEVILLE COUNTY FIRE DISTRICT #1
PERSONNEL POLICY MANUAL
ACKNOWLEDGEMENT OF RECEIPT SIGNATURE**

RECEIPT:

I, _____ acknowledge that I have received a copy of the Bonneville County Fire District #1 Personnel Policy Manual. I understand that it is my responsibility to review this manual and it is a condition of my continued employment. My signature below affirms that I will read and understand the manual within fourteen (14) days of my hire date. If I have questions regarding any aspect of the policy and procedures of Bonneville County Fire District #1, I will discuss these questions with the Fire Chief as necessary until I fully understand the policies and procedures of Bonneville County Fire District #1.

Additionally, my signature below affirms that:

I understand that this manual is not a contract and cannot create a contract. I understand that I am obligated to perform my duties of employment in conformance with the provisions of the Bonneville County Fire District #1 Personnel Policy whether or not I choose to read the Manual.

I understand that should this Policy be modified that I will be provided with a copy of the modification.

Employee Signature

Date

Officer (Witness to Employee Signature)

Date

**BONNEVILLE COUNTY FIRE DISTRICT #1
PERSONNEL POLICY MANUAL
ACCEPTANCE AND UNDERSTANDING SIGNATURE**

ACCEPTANCE:

My signature below affirms that I have read and understand the terms of the Bonneville County Fire District #1 Personnel Policy Manual and that I have addressed any concerns or questions regarding the policies and procedure with the Fire Chief. I further understand that I am governed by the contents of the personnel manual, and it is my responsibility to remain familiar with all of the information contained therein. Any violation of this personnel manual may be cause for termination.

Employee Signature

Date

Fire Chief (Witness to Employee Signature)

Date

Bonneville County Fire District #1

Drug and Alcohol-Free Workplace Policy

APPENDIX A Personnel Policy

Policy Statement

Bonneville County Fire District #1 has a responsibility to its employees and to the public at large to see that its employees are both drug and alcohol free while on duty. This responsibility comes in light of studies showing that employees who are under the influence of drugs or alcohol while at work are more likely to cause accidents and injuries to themselves and to co-workers, as well as to the public at large. Therefore, Bonneville County Fire District #1 (hereafter referred to as “the District”) is implementing this Drug and Alcohol-Free Workplace Policy, including within its provisions those regulations contained within the Department of Transportation (DOT) Controlled Substances and Alcohol Use and Testing, as contained in 49 CFR Part 382 and Part 40. This policy shall prohibit the use of any illegal drug as identified by the Idaho Code, irrespective of the legality of any drug in other States.

Introductory Provisions

A. IMPLEMENTATION SCHEDULE

This policy will apply to all prospective and current employees of the District, including those employees who operate commercial vehicles for the District (hereafter referred to as “drivers”).

B. QUESTIONS REGARDING THIS POLICY

Questions regarding this policy should be directed to the Fire Chief. A copy of this policy is available to all employees.

C. POSSESSION, USE OR DISTRIBUTION OF ILLEGAL DRUGS OR ALCOHOL

The possession, use, purchase, sale, or distribution of illegal drugs as defined in the Idaho Code (meaning those drugs for which there is no generally accepted medical use; i.e. marijuana, cocaine, methamphetamine, PCP) or drug paraphernalia by an employee in a District vehicle, at a job site, on District property, or during work hours, is strictly prohibited, regardless of the legality of such drug in other jurisdiction. Any employee violating this prohibition will be terminated.

The District also has a prohibition against employee use of illegal drugs as defined by the Idaho Code off the worksite regardless of the legality of such drug in other jurisdictions. An employee’s off the job use, manufacture, purchase, possession, sale, or distribution of illegal

drugs, or drug paraphernalia that results in criminal charges being brought against the employee will result in the employee being requested to submit to drug testing and may result in the employee being suspended from work without pay. Any employee convicted of a criminal drug statute will be terminated from employment.

D. EMPLOYEE'S USE OF ALCOHOL

The District is committed to ensuring that employees are not at work while under the influence of alcohol. Therefore, employees are not to consume alcohol within six (6) hours of reporting to work. Employees are also not to report to work or remain at work while under the influence of alcohol, meaning their having a blood alcohol concentration (BAC) greater than .02. Employees are prohibited from using or possessing alcohol while on duty.

Drug or Alcohol Testing Required of Employees

A. PRE-EMPLOYMENT TESTING

All prospective drivers must disclose to the District any previous employers for whom they have worked as a CDL employee within the previous two (2) years. The District will then request from those employer's information regarding any incidents where a prospective driver has tested positive for illegal drugs or alcohol, or refused to test, within the previous two (2) years. In the event the District receives information from a former employer that the prospective driver has tested positive for drugs or alcohol within the previous year, that prospective driver will not be offered employment or his/her conditional employment with the District will be terminated. Any driver who is found to have previously tested positive for illegal drugs or alcohol and who is hired by the District must show that he/she has been evaluated by a Substance Abuse Professional and was found to be not drug or alcohol dependent. It will be the District's responsibility to ensure that any required follow-up tests of such drivers are conducted as required by Department of Transportation (DOT) regulations. For the purpose of Pre-employment testing, illegal drugs and alcohol shall mean any use inconsistent with the policy regardless of the legality in any other jurisdiction.

B. POST-ACCIDENT TESTING

Any driver operating a District-owned vehicle or equipment that is involved in a DOT reportable accident will be tested for both illegal drugs and alcohol, as soon as practicable. A reportable accident means an accident that results in a fatality, or where someone involved requires medical treatment away from the scene, or where one of the vehicles is towed, or where a citation is issued to the driver in connection with the accident. Alcohol and drug testing will be administered within two (2) hours of the accident where possible, but in no case later than eight (8) hours.

Any non-driver employee who is involved in a work-related accident will be tested for the use of illegal drugs and may be tested for alcohol, as soon as practicable, after the accident. Examples of accidents that will require a non-driver employee to take a post-accident test include, but are not limited to, situations where:

1. An employee causes a fatality or bodily injury to another person and where the injured person requires medical treatment away from the accident; or,
2. An employee injures himself, where lost time will likely exceed one working day; the employee may be required by their supervisor to take a post-accident drug test or,
3. An employee causes damage to property owned by the District, or by a third party, that may reasonably be estimated to exceed \$500.

Any employee required to be tested under this section must remain readily available for such testing and may not consume alcohol within eight (8) hours of the accident or until he/she has been tested for alcohol. Any employee involved in an accident requiring a drug and alcohol test must notify the Shift Officer, of the accident as quickly as possible and comply with those instructions given him/her regarding the taking of a drug and alcohol test. If it is determined that an employee's accident was caused by the actions of another and that there were no unsafe acts on the part of the injured employee, the District reserves the right to waive post-accident testing. For the purpose of post-accident testing; illegal drugs and alcohol shall mean any use inconsistent with this policy regardless of the legality in any other jurisdiction.

C. RANDOM TESTING

All safety-sensitive employees will be subject to random drug and alcohol testing. Random testing selections will be unscheduled and will be made by a scientifically valid method of selection where every safety-sensitive employee is equally subject to being tested. Random testing for alcohol will take place prior to, during, or immediately following an employee's duty time.

D. REASONABLE CAUSE TESTING

The District will require an employee to be tested for alcohol and/or illegal drugs, regardless of the legality of a drug in another jurisdiction, if the employee's physical appearance or pattern of behavior gives District officials reason to believe the employee may be impaired. The basis of suspicion may be a specific, contemporaneous event or conduct evidencing impairment observed over a period of time.

Specimen Collection Procedures/Test Result Notification

A. SUBMISSION OF AN ADULTERATED OR DILUTED SPECIMEN

If the collection monitor determines that an employee has submitted an adulterated or diluted specimen, that specimen will be discarded and a second specimen will be requested. It will be the second specimen that will then be tested. If the request for a second specimen is refused, the collector will inform the Fire Chief of the employee's refusal to submit an acceptable specimen. Such refusal will result in either a prospective employee not being offered employment, or a current employee being terminated with the District.

B. DRUG/ALCOHOL SPECIMEN COLLECTION PROCEDURES

All employees must submit to drug/alcohol testing. Elected officials are not required to be drug/alcohol tested. Testing for drugs will be done by the testing of an employee's urine specimen, or saliva specimen if a urine specimen cannot be produced. All drug testing of drivers will utilize the split specimen collection procedure, which may be on or off district premises. Under that procedure, a driver will have his/her urine specimen sealed in two separate containers with both containers tested by a certified laboratory.

If a driver's first specimen tests positive that driver may request within three (3) days of the positive notification that the other specimen be tested at a second certified laboratory. This second test will be done at the driver's expense, unless the second test comes back negative. During the time the second specimen is being tested, that driver will be suspended without pay.

Any non-driver employee whose specimen screens positive for the presence of illegal drugs will have their positive test confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation method. Any non-driver employee who tests positive for illegal drugs may request the same specimen be retested at their expense. This request must be conveyed to the District within forty-eight (48) hours of the employee being notified of the positive test result. During the time the second test is being conducted, the employee will be suspended without pay.

Any employee who is given an alcohol test will be given an initial test and, if they test at or above .02 BAC, a confirmation test will be performed no sooner than 15 minutes after the first test. The confirmation alcohol test will be done utilizing a breath testing device.

C. REFUSAL

An employee may not refuse to take a drug or alcohol test when requested to do so consistent with the terms of this policy. Such a refusal will be considered equivalent to their testing positive. An employee will be considered as refusing to test if they:

1. Expressly refuse to take a test when so requested
2. Fail to provide an adequate breath, saliva, or urine sample without a valid explanation; or,
3. Engage in conduct that clearly obstructs the testing process.

D. NOTIFICATION OF TEST RESULTS

All drug test results will be forwarded to the Fire Chief through an authorized and licensed testing agency. Before the Fire Chief takes action on any positive test for illegal drugs, as defined by Idaho Code, the driver will be offered an opportunity to personally discuss the positive drug test with the Fire Chief. The Fire Chief will follow up on such information, as is deemed appropriate. If the Fire Chief finds no reason to doubt the validity of the positive test, disciplinary action will be taken.

If the driver cannot be immediately located, the Fire Chief shall communicate the need for the driver to respond as soon as possible via voicemail, email and/or text notification. The Fire Chief is authorized to take disciplinary action without discussing the result with the driver if the driver fails to respond within five (5) days of the notifications or if the driver expressly declines the opportunity to discuss the results of the test.

Any non-driver employee who tests positive will be given the opportunity to discuss the results with the Fire Chief prior to any disciplinary action. The Fire Chief will follow up on all information deemed necessary to resolve the employee's positive drug test. If it is determined that a prescription drug was the cause of the positive test, the employee's test will be reported as negative.

E. EFFECT OF TESTING POSITIVE FOR DRUGS OR ALCOHOL

Any prospective employee who tests positive for the presence of illegal drugs and/or alcohol, as defined in this policy, will not be hired. Any current employee who tests positive for the presence of illegal drugs and/or alcohol, as defined by this policy, will be terminated from employment.

An employee is considered as testing positive for alcohol when their blood alcohol content (BAC) is .04 or above. If any employee tests between .02 and .039 BAC that employee will not be allowed to return to work for 24 hours from the time of the test. Any employee who twice tests between .02 and .039 BAC will be treated as having tested positive for alcohol.

Conclusion

The terms of this Drug Free Workplace Policy are intended to produce a work environment where employees are free from the effects of drugs, as defined by the Idaho Code and/or alcohol. Employees should be aware that the provisions of this policy may be revised when necessary. The District believes that by having the provisions of this Drug Free Workplace Policy, its employees will enjoy the benefits of working in a safer and more productive work environment.

**BONNEVILLE COUNTY FIRE DISTRICT #1
DRUG AND ALCOHOL-FREE WORKPLACE POLICY – APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT SIGNATURE**

RECEIPT:

I, _____ acknowledge that I have received a copy of the **Bonneville County Fire District #1 Drug and Alcohol-Free Workplace Policy, Appendix A** of the Bonneville County Fire District #1 Personnel Policy Manual. I understand that it is my responsibility to review this policy appendix. My signature below affirms that I will read the policy appendix. If I have questions regarding any aspect of the policy appendix, I will discuss these questions with the Fire Chief as necessary until I fully understand the policies and procedures. I further understand that while some drugs may be legal in other jurisdictions, I am required as a condition of employment, to comply with this policy and will be subject to termination even if using a drug legally in another jurisdiction.

I understand that should this Policy be modified that I will be provided with a copy of the modification.

Employee Signature

Date

Officer (Witness to Employee Signature)

Date

**BONNEVILLE COUNTY FIRE DISTRICT #1
DRUG AND ALCOHOL-FREE WORKPLACE POLICY – APPENDIX A
ACCEPTANCE AND UNDERSTANDING SIGNATURE**

ACCEPTANCE:

My signature below affirms that I have read and understand the terms of the **Bonneville County Fire District #1 Drug and Alcohol-Free Workplace Policy** and that I have addressed any concerns or questions regarding this policy with the Fire Chief. I further understand that I am governed by the contents of this policy, and it is my responsibility to remain familiar with all of the information contained therein. Any violation of this policy may be cause for termination. I further understand that while some drugs may be legal in other jurisdictions, I am required as a condition of employment, to comply with this policy and will be subject to termination even if using a drug legally in another jurisdiction.

Employee Signature

Date

Fire Chief (Witness to Employee Signature)

Date

Bonneville County Fire District #1

Technology Use Policy

APPENDIX B

Personnel Policy

TECHNOLOGY USE POLICY

PURPOSE

This document provides policy for Bonneville County Fire District #1 (hereafter referred to as 'the District') by defining acceptable use conditions for employees when using District office equipment, including information technology, for *both* limited personal reasons and District business.

BACKGROUND

This policy establishes both privileges and responsibilities for employees in the District. It recognizes these employees as responsible individuals who are the key to making the District more responsive to its citizens. It allows employees to use District office equipment for non-District purposes when such use involves minimal additional expense to the District, is performed on the employee's non-work time, does not interfere with the mission or operations of the District, and does not violate ethical conduct for employees.

Taxpayers have the right to depend on the District to manage their tax dollars wisely and effectively. Public confidence in the productiveness of the District is increased when members of the public are confident that it is well managed, and assets are used appropriately. The relationship between the District and its employees who administer the functions of the District is one based on trust. Consequently, employees are expected to follow rules and regulations and to be responsible for their own personal and professional conduct. It is expected that employees shall put forth honest effort in the performance of their duties.

In return, employees are provided with a professional supportive work environment. They are given the tools needed to effectively carry out their assigned responsibilities. Allowing limited personal use of these tools helps enhance the quality of the workplace and helps the District to retain highly qualified and skilled workers.

This policy does not supersede any other applicable law or higher-level directive or policy.

AUTHORITY

District employees may use District office equipment for authorized purposes only. As set forth below, limited personal use of District office equipment by employees during non-work time is considered to be an "authorized use" of District property.

GENERAL POLICY

District employees are permitted limited use of District office equipment for personal needs *if* the use does not interfere with official business and involves minimal additional expense to the District. This limited personal use should take place during the employee's non-work time. This privilege to use District office equipment for non-District purposes may be revoked or limited at any time. This policy in no way limits personnel in the use of District office equipment, including information technology, for official District activities.

1. DEFINITIONS

a. PRIVILEGE

Privilege means, in the context of this policy, that the District is extending the opportunity to its employees to use District property for personal use in an effort to create a more supportive work environment. However, this policy does not create the 'right' to use District office equipment for non-District purposes. Nor does the privilege extend to modifying such equipment, including loading personal, or downloaded software, and/or making configuration changes, except for necessary updates to already installed software.

b. DISTRICT OFFICE EQUIPMENT INCLUDING INFORMATION TECHNOLOGY

Includes, but is not limited to personal computers and related peripheral equipment and software, library resources, telephones, facsimile machines, photocopiers, office supplies, internet connectivity, access to internet services, and e-mail. This list is not intended to limit District office equipment to the above, but rather is provided to show examples of office equipment as envisioned by this policy. The Fire Chief may include additional types of office equipment.

c. MINIMAL ADDITIONAL EXPENSE

The employee's personal use of District office equipment is limited to those situations where the District is already providing equipment or services and the employee's use of such equipment or services will not result in any additional expense to the District or the use will result in only normal wear and tear or the use of small amounts of electricity, ink, toner, or paper. Examples of minimal additional expenses include, making a couple photocopies *in black and white*, using a computer printer to printout a few pages of material *in black and white*, making occasional brief personal phone calls, infrequently sending personal e-mail messages, or limited use of the internet for personal reasons. Personal copies or printouts in color must be preapproved by the Fire Chief.

d. EMPLOYEE NON-WORK TIME

This is time when the employee is not otherwise expected to be addressing official business. Employees may for example - use District office equipment during their own off-duty hours such as before or after a workday (subject to local office hours), lunch

periods, authorized breaks, or weekends or holidays (if their duty station is normally available at such times).

e. PERSONAL USE

Means activity that is conducted for purposes other than accomplishing official or otherwise authorized activity. Users are specifically prohibited from using District equipment to maintain or support a personal private business. Examples of this prohibition include employees or officials using a District computer and internet connection to run a travel business or investment service. The ban on using District office equipment to support a personal private business also includes employees or officials using District equipment to assist relatives, friends, or other persons in such activities. Users may, however, make limited use under this policy of District equipment to check their personal investments, or to communicate with nonofficial outside contacts such as a family member, friend or even a volunteer charity organization (examples).

f. INFORMATION TECHNOLOGY

Is any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement control, display, switching, interchange, transmission, or reception of data or information.

2. SPECIFIC PROVISIONS ON USE OF EQUIPMENT AND SERVICES

All office equipment and software necessary for conducting District business is to be provided and installed by approved personnel. Personal software or software downloaded from the internet, other than necessary updates for already installed software, is not to be installed on District equipment without proper approval.

Employees are authorized limited personal use of District office equipment. This personal use must not result in loss of employee productivity or interference with official duties. Moreover, such use should incur only minimal additional expense to the District in areas such as:

- Communications infrastructure costs: i.e., telephone charges, telecommunications traffic, etc.
- Use of consumables in limited amounts: i.e., paper, ink, toner, etc.
- General wear and tear on equipment.
- Data storage on storage devices.
- Transmission impacts with moderate e-mail message sizes such as e-mails with small attachments.

3. INAPPROPRIATE PERSONAL USES

All users are expected to conduct themselves professionally in the workplace and to refrain

from using District equipment for activities that are inappropriate. Misuse or inappropriate personal use of District equipment includes, but is not limited to the following:

- Any unprofessional use of District equipment. For example, the creation or use of inappropriate or personal desktop icons, images, wallpapers, or screensavers detract from a professional working environment.
- Any personal use that could cause congestion, delay, or disruption of service to any District system or equipment. For example, greeting cards, video, sound, or other large file attachments can degrade the performance of the entire network. "Push" technology or "Peer to Peer" file exchange on the internet and other continuous data streams, such as streaming audio, video, or real time applications such as; stock ticker, weather monitoring or internet radio, would also degrade the performance of the entire network and be an inappropriate use.
- Using the District systems as a staging ground or platform to gain unauthorized access to other systems.
- The creation, copying, transmission, or retransmission of chain letters or other unauthorized mass mailings regardless of the subject matter.
- Using District equipment for activities that are illegal, inappropriate, or offensive to fellow employees or the public. Such activities include, but are not limited to hate speech, or material that ridicules others on the basis of race, creed, religion, color, sex, disability, national origin, and/or sexual orientation.
- The creation, download, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials.
- The creation, download, viewing, storage, copying, or transmission of materials related to illegal gambling, illegal weapons, terrorist activities, and any other illegal activities or activities otherwise prohibited, etc.
- Use for commercial purposes or in support of "for-profit" activities or in support of other outside employment or business activity (e.g., consulting for pay, sales or administration of business transactions, sale of goods or services).
- Engaging in any outside fundraising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity.
- Use for posting agency information to external newsgroups, bulletin boards or other public forums without authority. This includes any use that could create the perception that the communication was made in one's official capacity as a District employee, unless appropriate approval has been obtained. This also includes uses or communications at odds with the District's mission or positions.
- Any use that could generate more than minimal additional expense to the District.

- The unauthorized acquisition, use, reproduction, transmission, or distribution of any controlled information including computer software and data, that includes privacy information, copyrighted, trademarked or material with other intellectual property rights (beyond fair use), proprietary data, or export-controlled software or data.

4. PROPER REPRESENTATION

It is the responsibility of employees to ensure that they are not giving the false impression that they are acting in an official capacity when they are using District equipment for non-District purposes. If there is expectation that such a personal use could be interpreted to represent the District, then an adequate disclaimer must be used. One acceptable disclaimer is:

“The contents of this message are mine personally and do not reflect any position of Bonneville County Fire District #1.”

5. ACCESS MANAGEMENT AND SECURITY

Users must not use other users' passwords, user ids, or accounts or attempt to capture or guess other users' passwords. Users must not hide their identity for malicious purposes or assume the identity of another user.

Users must not attempt to access restricted files or portions of operating systems, security systems, or administrative systems to which they have not been given authorization. Accordingly, users must not access without authorization: electronic mail, data, programs, or information protected under state and federal laws. Users must not release another person's private or restricted information.

Users must:

- Follow established procedures for protecting District assets and data, including managing passwords.
- Protect the physical and electronic integrity of equipment, networks, software and accounts on any District equipment.
- Not open e-mail from unknown senders or e-mail that seems suspicious.
- Not knowingly introducing worms or viruses or other malicious code into neither system nor disable protective measures: i.e., antivirus, spyware firewalls.
- Not install unauthorized software.
- Not send restricted or confidential data over the internet or outside the District network unless appropriately protected.
- Not connect unauthorized equipment or media, which includes but is not limited to laptops, thumb drives, removable drives, wireless access points, PDAs, and mp3 players.
- Users have no inherent right to use District equipment. Therefore, the Fire Chief will establish appropriate controls to ensure that the equipment is used appropriately.

6. PRIVACY EXPECTATIONS

Users do not have a right, nor should they have an expectation, of privacy while using any District equipment at any time, including accessing the internet or using e-mail. By using District office equipment, users imply their consent to disclosing the contents of any files or information maintained or passed through District equipment.

By using this equipment, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the internet or using e-mail. Any use of District communications resources is made with the understanding that such use is generally not secure, is not private, and is not anonymous.

System managers may employ monitoring tools to detect improper use. Electronic communications may be disclosed within the District to employees or officials who have a need to know in the performance of their duties. District officials, such as the Commissioners, system managers and/or supervisors, may access any electronic communications. If any equipment is being used in a manner believed to be a violation of the law, the same will be reported to law enforcement.

7. SANCTIONS FOR MISUSE

Unauthorized or improper use of District equipment may result in loss of use or limitations on use of equipment, disciplinary action or dismissal as well as possible criminal penalties and/or users being held financially liable for the cost of improper use. Sanctions for misuse shall be determined as appropriate based on the offense by the Fire Chief. Sanctions will result in formal action up to and including termination. In some instances, the determination will be referred to the Commissioners.

Bonneville County Fire District #1

Vehicle/Equipment Use and Driver Safety Policy

APPENDIX C

Personnel Policy

PURPOSE

1. This policy outlines the use of vehicles and/or equipment used on behalf of Bonneville County Fire District #1, hereafter referred to as 'the District'. For the purpose of this policy, vehicles shall be defined as any vehicle that requires a driver's license to operate legally. Equipment shall be defined as any mechanical apparatus that requires steering or guidance to be operated, which may or may not require a driver's license.
2. Operators of District owned or leased motor vehicles and/or equipment shall always drive safely, legally, and courteously, remembering that they are directly responsible for maintaining District owned property and public trust.
3. The District is committed to providing our employees the safest work environment possible to protect our employees and citizens and to also contribute to the wellbeing of their families and the community whenever possible. This Vehicle/Equipment Use and Driver Safety Policy is intended to provide our employees with knowledge and guidelines to keep them and others safe while at work.
4. The District encourages all employees to utilize the information in this policy not at work as well. The objectives of this policy are threefold:
 - a. To save lives and to reduce the risk of life-altering injuries to our employees, their families, and others in the community;
 - b. To protect personal and financial resources; and
 - c. To guard against potential liabilities associated with vehicle accidents involving employees while driving on District time.
5. Employees are expected to operate vehicles and/or equipment safely. The District considers the use of vehicles and/or equipment part of the working environment.
6. This policy applies to all employees, officials, and District volunteers* who operate vehicles and/or equipment on District business. These drivers will be referred to as "employee drivers" and will be reviewed by managers and supervisors to ensure full implementation and compliance.
 - a. *Volunteers are those that volunteer on a regular basis, not one-time volunteers.

SCOPE

1. This policy applies to all employees that must drive for work purposes. Any employee that drives a vehicle (District owned or personal) while 'on the clock' must follow the rules and regulations stated in this policy and those covered in training sessions.
2. Vehicles and/or equipment owned or leased by the District are to be used for operations and/or functions of the District. Personal use or any other type of use must be authorized by the Fire Chief.
3. Some employees may be assigned a vehicle that is driven home. Vehicles in this capacity shall be used as little as possible for personal use and shall be limited to travel no further than two miles outside any District border.
4. Employees that operate commercial vehicles and/or equipment over 26,000 gross vehicle weight, buses, and vans over 15 passengers require a commercial driver's license (CDL) unless the vehicle is necessary to the preservation of life or property or in the execution of emergency governmental functions, are equipped with audible and visual signals, and are not subject to normal traffic regulations. The District recognizes that certain drivers are exempted by State Statute 49-302-3; it shall be the determination of the Fire Chief to which the Statute applies to determine the requirement for those employees, regarding a CDL.

DRIVER ELIGIBILITY

1. Employees who drive District vehicles or drive personal vehicles for District related work must have prior authorization. The process to become an authorized driver consists of the following steps:
 - a. The employee must possess a valid Idaho driver's license.
 - b. The employee must be at least 18 years of age.
 - c. Employees must complete the District's Driver Safety Training Program and be approved to drive by the Fire Chief.
 - d. Prior to being hired all applicants shall have a report drawn from the Idaho Repository. This report includes traffic violations. If the Fire Chief determines a person's driving record indicates excessive violations, the applicant shall not be hired.
 - e. Employees must read the Vehicle/Equipment Use and Driver Safety Policy and submit a signed copy of the Acceptance and Understanding signature page.
 - f. Employees must sign a New Driver Contract.
 - g. Prior to operation of a District owned vehicle or equipment, final approval by the Fire Chief must be given.
 - h. Should an employee's driver's license expire, be revoked, or suspended, the employee shall immediately notify his or her supervisor. At the time of the suspension, the employee's District vehicle-use privileges will be suspended until the employee's driver's license has been fully restored and validated. A long-term suspension of an employee's driver's license may require that an employee be terminated.

TRAINING

The District believes strongly in the value of its employees, their families, and the community. Therefore, all authorized drivers will receive driver safety training by a designated safety person. Additional training will be provided annually. Authorized drivers are required to attend an annual driver training session, and all other employees are encouraged to attend. The date and location of training sessions will be provided in advance.

DRIVER CONTRACTS

All authorized drivers will be required to sign a New Driver Contract Form acknowledging their awareness and understanding of the District's driver safety policy regarding driving record checks, driver performance, driver safety rules, vehicle maintenance and procedures for reporting of any traffic violations or accidents. Driver's Contracts shall be kept in their personnel file. Employees should understand that a GPS tracking device may be installed on any District vehicle. Actions of an employee not consistent with the employee's job requirements or duties may result in disciplinary action up to and including termination.

AUTHORIZATION

After an employee has met all requirements of this policy to become an authorized driver, the Fire Chief will authorize the employee for driving privileges and notify the Operations Chief. Any changes that might affect a driver's authorization (driving accident, ticket, license suspension, etc.) must immediately be made known to the employee's shift officer and immediately relayed to the Operations Chief and the Fire Chief. All steps will be taken to determine appropriate actions, and if a change is necessary to the driver's authorization status.

DRIVER SAFETY RULES

The following driver safety rules shall apply to all employees when driving a District vehicle. Failure to abide by the driver safety rules could result in the loss of driving privileges, disciplinary action, and/or termination of employment.

1. Authorized drivers must follow all rules when driving on District time.
2. Drivers shall familiarize themselves with the vehicle/equipment they are going to operate before use, this includes knowing where all instruments are in the cab and the location of turn signals, lights, wipers, flashers, emergency brake, confirm that insurance information is located in the glove box, etc. The seat and mirrors must also be adjusted.
3. All employees and passengers are required to wear seat belts. EXCEPTION: Those persons meeting the exemptions of Idaho State Code 49-673-(2).
4. Drivers must comply at all times with all traffic safety laws.
5. Drivers should drive at an appropriate speed for the road conditions. This means that in some situations (rain, snow, etc.) drivers should drive slower than the posted speed limit.
6. Drivers should not engage in aggressive driving acts. This would include, but not be limited to, tailgating, excessive speed, failing to signal, running red lights, passing on the right and making rude "gestures" to other drivers.
7. Pursuant to Section 4.B.12 (page 23) of the District's Personnel Manual, citizens may ride in a District vehicle. Authorized Drivers must ensure that all passengers are compliant with the driver safety rules.
8. Vehicles assigned to employees to be taken home shall not be operated by anyone not employed by the District.

9. Except during an emergency response, drivers should never leave the keys in the vehicle or leave the vehicle unattended while the engine is running.
10. Drivers should park vehicles in such a manner that eliminates backing whenever possible.
11. Unless for safety reasons, never attempt to push or pull another vehicle. This policy relates to privately owned vehicles.
12. The transport of hazardous materials shall require the use of an appropriate vehicle and all necessary precautions shall be observed.
13. Smoking, vaping, e-cigarettes, or the use of any similar devices and/or substances are not allowed in District vehicles.
14. Drivers shall not eat while driving.
15. Drivers shall not use cell phones while driving. Hands-free devices are permitted. Exception: Communication devices may be utilized while driving in specific tactical situations.
16. Drivers shall not perform any type of personal grooming while driving.
17. Alcohol and drugs are not allowed in District vehicles. They are also not allowed in personal vehicles being used for District business. Driving while under the influence of alcohol or drugs is prohibited.
18. Drivers should not operate a vehicle or equipment anytime their ability to drive is impaired or affected by fatigue, illness, injury, medication, etc.
19. Use turn signals to warn other drivers of your intentions.

PERSONAL VEHICLE USE

Employees who drive their personal vehicles and/or equipment on District business are subject to the requirements of this policy including:

1. Maintaining auto liability insurance with minimum state limits.
2. Providing proof of liability insurance on an annual basis.
3. Personal vehicles used for District business shall be maintained in a safe operating condition.
4. If driving a personal vehicle, the employee's insurance is primary. In some cases, the District's insurance will provide secondary coverage.

CONDITION OF VEHICLE

1. Driver Inspection
 - a. Employees should inspect all vehicles before driving. Any needed repairs or problems that could be a potential danger should be reported to the shift officer and the vehicle should not be driven. The shift officer shall decide if the repair is within their purview, if not they will notify the Operations Chief so that repairs can be arranged.
2. Fueling
 - a. Drivers are responsible for refueling vehicles, as needed, before returning it; all vehicles shall be refueled when below three-quarters full. All vehicles shall be refueled utilizing a fuel credit card. No personal purchases shall be made on District fuel credit cards.
3. Regular Maintenance
 - a. Maintenance will be completed by shift personnel and authorized service centers.
4. Cleanliness
 - a. Employees shall keep all vehicles clean, inside and out. Any debris, or other items shall be removed and disposed of properly.

FINANCIAL RESPONSIBILITY

1. Drivers are responsible for any at-fault tickets, accidents and violations incurred while they

- are driving. This also includes payment of fines or other financial costs (insurance deductible, repairs, etc.) incurred as a result of such tickets, accidents and violations.
2. Drivers are responsible for the replacement cost for lost keys, locksmith cost for opening locked doors, replacement cost for lost keyless entry devices and any other such cost as a direct result of their actions.
 3. Drivers will be financially responsible for the cleaning of a vehicle returned dirty beyond normal use.

ACCIDENTS

1. Accident Procedures
If involved in an accident, regardless of severity, call local authorities. When an accident occurs, the driver should:
 - a. Notify your immediate supervisor as soon as possible when it is safe to do so.
 - b. Get medical attention if necessary.
 - c. Provide first aid only when necessary and only to the extent you are trained.
 - d. Stay calm and don't engage in arguments or physical altercations.
 - e. Do not admit fault or make any accusations of guilt.
 - f. If possible, take pictures of the accident.
 - g. Make notes about the accident including information such as the other drivers full name, licenses number, plate number, phone number, address, and insurance company.
 - h. Never provide your home address or phone number. Provide the District 's information.
 - i. Be honest and cooperative with law enforcement.
 - j. Only discuss the situation with law enforcement, District officials, or representatives of the ICRMP Claims Department.
 - k. If driving a personal vehicle, contact your insurance company.
 - l. Complete an accident report form and provide a copy to your immediate supervisor.
2. Accident Investigation
 - a. Drivers involved in accidents shall submit to an immediate and mandatory drug test following the accident. Shift officers shall be responsible for ensuring the drug test procedure is initiated no later than one (1) hour after the accident occurs.
 - b. Drivers who are involved in an accident may be placed on temporary suspension. Employees placed on temporary suspension, should not drive again for District business until after completion of an investigation.
 - c. The driver will be notified of the outcome of the investigation and if the driver's authorization is denied, restored or if additional driver training will be required before authorization is granted.
 - d. The Fire Chief and the Operations Chief will be responsible for determining the corrective/disciplinary action taken if the accident is determined to have been preventable or their fault.

ROADSIDE ASSISTANCE

If a driver experiences trouble with a vehicle they should pull over and out of traffic. Move as far from danger as possible, call their immediate supervisor and inform them of the situation. If unable to contact the supervisor, they shall call a Chief Officer to authorize the driver to make the necessary arrangements to pick the driver up and to have the vehicle repaired or towed if needed.

**BONNEVILLE COUNTY FIRE DISTRICT #1
EQUIPMENT USE AND DRIVER SAFETY POLICY APPENDIX C
ACKNOWLEDGEMENT OF RECEIPT SIGNATURE SHEET**

RECEIPT:

I, _____ acknowledge that I have received a copy of the Bonneville County Fire District #1 Vehicle, Equipment Use and Driver Safety Policy, Appendix C of the Personnel Policy Manual. I understand that it is my responsibility to review this policy appendix. My signature below affirms that I will read the policy appendix. If I have questions regarding any aspect of the policy appendix, I will discuss these questions with the Fire Chief as necessary until I fully understand the policies and procedures.

I understand that should this Policy be modified that I will be provided with a copy of the modification.

Employee Signature	Date
Officer (Witness to Employee Signature)	Date

**BONNEVILLE COUNTY FIRE DISTRICT #1
EQUIPMENT USE AND DRIVER SAFETY POLICY APPENDIX C
ACCEPTANCE AND UNDERSTANDING SIGNATURE SHEET**

ACCEPTANCE:

My signature below affirms that I have read and understand the terms of the Vehicle, Equipment Use and Driver Safety Policy and that I have addressed any concerns or questions regarding this policy with the Fire Chief. I further understand that I am governed by the contents of this policy, and it is my responsibility to remain familiar with all the information contained therein. Any violation of this policy may be cause for termination.

Additionally, I the undersigned, hereby acknowledges that I may be given authorization to operate a District owned or District insured vehicle. I understand all vehicles are to be regularly maintained and serviced, according to the service schedule outlined in the owner's manual and/or the instructions issued by the Operations Chief, whichever is appropriate.

Further, it is agreed all vehicles will be operated in a safe manner and in compliance with this policy. I agree to be responsible for all traffic violations that occur while a vehicle is assigned to me.

I understand articles of this agreement apply regardless of who is operating a vehicle.

I agree to promptly report all accidents or incidents resulting in injury or damage to a District vehicle or other property, no matter how slight.

I understand I am required to maintain a valid driver's license. Further, I herewith grant the District the right to investigate my driver's license record at any time. My current driver's license is issued from the State of _____, License Number _____, Expiration Date _____.

I understand the operation of District vehicles in a safe operating condition is my responsibility. If a vehicle becomes unsafe, it is my responsibility to notify my supervisors immediately.

I have read and agree to the provisions of this vehicle assignment agreement and the requirements of the Policy.

Employee Signature

Date

Fire Chief (Witness to Employee Signature)

Date

**BONNEVILLE COUNTY FIRE DISTRICT #1
EQUIPMENT USE AND DRIVER SAFETY POLICY APPENDIX C
NEW DRIVER CONTRACT**

I acknowledge that I have read and understand the Bonneville County Fire District #1 Vehicle, Equipment Use and Driver Safety Policy, have attended or have been scheduled by my supervisor to attend, a driver safety training program, understand the correct procedures for reporting any accidents or traffic violations and agree to abide by all rules and regulations of Bonneville County Fire District #1. I also agree to the statements listed below and understand if I fail to meet any of the requirements, my driving privileges could/will be suspended or revoked. Additional disciplinary action could also be taken, up to and including termination of employment depending upon the circumstance and severity of my driving actions or failure to meet these requirements.

I will abide by all requirements of the Vehicle, Equipment Use, and Driver Safety Policy.

Employee Signature	Printed Name	Date
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Fire Chief Signature	Printed Name	Date
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