

# **EAGLE FIRE PROTECTION DISTRICT**

## **Board of Commissioners Policy Code**



October 13, 2021 Edition

Eagle Fire Protection District  
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Title 1 Introduction .....	6
Chapter 1 Preamble .....	6
Chapter 2 Official District Policy Code .....	6
Chapter 3 Logo and Mission.....	7
Chapter 4 Official Newspaper for Publication of Notices .....	7
Title 2 Policy Adoption .....	8
Chapter 1 Policy Authority .....	8
Chapter 2 Policy Adoption Process .....	9
Chapter 3 Policy Custodian .....	11
Chapter 4 New Policy Dissemination .....	11
Chapter 5 Policy Distribution and Review.....	11
Title 3 Board of Commissioners .....	13
Chapter 1 Powers and Duties of the Board.....	13
Chapter 2 Commissioners .....	16
Chapter 3 Commission Vacancies .....	19
Chapter 4 Subdistricts .....	20
Chapter 5 District Ethics.....	20
Title 4 Board of Commissioners' Meetings .....	26
Chapter 1 Meetings.....	26
Chapter 2 Open Meeting Law .....	29
Chapter 3 Procedure for Responding to Notices of Open Meeting Law Violations .....	32
Chapter 4 Minutes .....	33
Title 5 Appointed Offices.....	35
Chapter 1 Board Chairman.....	35
Chapter 2 Board Vice Chairman.....	35
Chapter 3 Board Secretary .....	36
Chapter 4 Board Treasurer.....	37
Chapter 5 Fire District Chief.....	38
Chapter 6 Fire Code Official .....	40
Chapter 7 Board Attorney.....	41
Chapter 8 District Administrator Impact Fee Trust Funds .....	42
Title 6 Non-Appointed Positions .....	43
Chapter 1 Deputy Chief.....	43
Chapter 2 Division Chief.....	43
Chapter 3 Career Personnel.....	43

Title 7 Elections .....	44
Chapter 1 Rules and Regulations [I.C. § 31-1410].....	44
Chapter 2 Election Retention .....	44
Chapter 3 Election Prohibitions "Public Integrity in Elections Act" .....	44
Title 8 Fiscal Year, Budget and Audit.....	46
Chapter 1 Fiscal Year .....	46
Chapter 2 Budget Preparation and Approval Process [Amended by Resolution 08-2020 Passed on 6/8/20] .....	46
Chapter 3 Annual Audit.....	48
Chapter 4 GASB 34 .....	48
Chapter 5 Expenditure Policy.....	49
Chapter 6 District Purchasing Card (P-Card) Use and Authorization Policy [See Lexipol Policy and Procedure Manuals].....	50
Chapter 7 District Investment Process Policy .....	50
Title 9 Annexations/Master Plan.....	51
Chapter 1 Annexation Petition Protocol and Process.....	51
Chapter 2 Annexation Fees .....	54
Title 10 Standing Committees .....	56
Chapter 1 Ada County/Eagle Fire Protection District Joint Development Impact Fee Advisory Standing Committee .....	56
Title 11 Procurement .....	58
Chapter 1 General Provisions.....	58
Chapter 1A Public Works Construction Contract Requirements .....	60
Chapter 1B Purchasing .....	70
Chapter 1C Non-Professional Service and Personal Property Procurement .....	74
Chapter 1D Professional Service Contracts for Engineers, Architects, Construction Managers and Professional Land Surveyors .....	77
Chapter 2 Emergency, Sole Source .....	80
Chapter 3 Surplus Property.....	82
Chapter 4 Independent Contractors for Personal Services Exceeding \$10,000 .....	83
Title 12 Records.....	85
Chapter 1 Title, Authority, Findings and Guidelines .....	85
Chapter 2 Definitions [Amended by Resolution 09-2020 Passed on 6/8/20].....	86
Chapter 3 Operational Policy and Guidelines for the Generation of Records in the Conduct and Administration of District Business.....	87
Chapter 4 Records Classification.....	88

Chapter 5	Records Retention .....	89
Chapter 6	Electronic and Audio Records .....	91
Chapter 7	Personnel Records Disclosure .....	93
Chapter 8	Records Custody, Control and Access Designations .....	93
Title 13	Public Records Requests .....	96
Chapter 1	Purpose and Authority .....	96
Chapter 2	Receipt and Processing [Amended by Resolution 07-2020 Passed 6/8/20] .....	96
Chapter 3	Public Records Copying Fees .....	98
Title 14	Tort Claims .....	100
Chapter 1	Service of Tort Claims .....	100
Chapter 2	Process of Tort Claims .....	100
Title 15	Personnel.....	102
Chapter 1	Application of Policy .....	102
Chapter 2	Introduction to Public Employment .....	102
Chapter 3	Employment Classification .....	103
Chapter 4	Employment Start-Up.....	104
Chapter 5	Employee Compensation and Benefits .....	105
Chapter 6	Use of District Property .....	108
Chapter 7	Conduct .....	109
Chapter 8	Drug and Alcohol-Free Workplace Policy .....	110
Chapter 9	Internet, Social Media and Email Use .....	114
Chapter 10	District Reports, Public Statements & Posting of Information and/or the Distribution of Materials .....	118
Chapter 11	Employee/Volunteer Evaluation and Discipline .....	119
Chapter 12	Separation from Employment.....	121
Chapter 13	Personnel Forms.....	122
Chapter 14	Chain of Command.....	122
Title 16	Infection Control Program .....	124
Chapter 1	Approved Program for Infection Prevention and Control.....	124
Title 17	Privacy Policy.....	125
Chapter 1	HIPAA Policy .....	125
Chapter 2	Forms.....	125
Title 18	Vehicles .....	126
Chapter 1	Vehicle Designation.....	126
Chapter 2	Administration Vehicle Use.....	126

Title 19 Mutual Aid.....	127
Chapter 1 Purpose and Requirements.....	127
Title 20 Fireworks Sales and Display Permitting .....	128
Chapter 1 Fireworks Sales Permitting.....	128
Chapter 2 Fireworks Display and Other Events Permitting .....	129
[Amended 20.2.1 by Resolution 05-2020, Passed on 4.13.2020] .....	129
Title 21 Fees for Services.....	131
Chapter 1 Fee Policy.....	131
Title 22 Eagle Fire Protection District Ada County Development Impact Fee Policies .....	133
Chapter 1 Findings .....	133
Chapter 2 Ada County/ Eagle Fire Protection District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements .....	135
Chapter 3 Ada County/Eagle Fire Protection District Development Impact Fee Capital Projects Trust Fund .....	135
Chapter 4 District Administrator.....	137
Title 23 Eagle Fire Protection District/City of Eagle Development Impact Fee Policies.....	138
Chapter 1 Findings .....	138
Chapter 2 City of Eagle/Eagle Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure Development Impact Fees for Eagle Fire Protection District Systems Improvements .....	140
Chapter 3 City of Eagle/Eagle Fire Protection District Development Impact Fee Capital Projects Trust Fund .....	140
Chapter 4 District Administrator.....	142
APPENDICES .....	143
APPENDIX 2.2.6 Policy Code Revision Form.....	145
APPENDIX 2.5.2.2 Receipt of District Policy Code.....	146
APPENDIX 3.2.8.2 Commissioner Expense Reimbursement Form.....	148
APPENDIX 3.3.1.2a Notice of Vacancy .....	149
APPENDIX 3.3.1.2b Written Request for Appointment.....	150
APPENDIX 3.4.1 Map of District .....	151
APPENDIX 8.2.2 Budget Request Form .....	152
APPENDIX 8.8.3 Board Certification to Treasurer of Surplus Fund for Investment .....	154
APPENDIX 9.1.1.1 Petition for Annexation .....	157
APPENDIX 9.1.2.2 Annexation Petition Staff Report.....	160
APPENDIX 9.1.2.3 Preliminary Deliberation Worksheet .....	162
APPENDIX 9.1.2.4 Hearing Format .....	163

APPENDIX 9.1.2.4.4	Sign-Up Sheet.....	165
APPENDIX 9.1.2.4.5	Exhibit List.....	166
APPENDIX 11.1C.6.2.1	Apparatus Bid Form .....	167
APPENDIX 11.3.2	Surplus Property Recommendation.....	172
APPENDIX 11.4.1.3	Notice of Personal Service Contract .....	178
APPENDIX 12.1.3.4	Notice of Do Not Destroy Records.....	179
APPENDIX 12.5.2.8a	Records Destruction Request .....	180
APPENDIX 12.5.2.8b	Resolution Authorizing Destruction of Records.....	181
APPENDIX 12.7.2.5	Personnel Records Request and Release Authorization.....	183
APPENDIX 13.2.1	Public Records Request.....	185
APPENDIX 15.3.1.4	Volunteer Status Agreement .....	190
APPENDIX 15.5.3.7.1	Written Notice of Completion of Initial Employment Medical Screening Examination for Disease .....	191
APPENDIX 15.7.7	Acknowledgement of Receipt of Drug and Alcohol-Free Workplace Policy.....	192
APPENDIX 15.9.12	Consent Agreement [Internet Use] .....	193
APPENDIX 15.13.1.1a	Request for Payroll Deductions for Labor Organization Dues .....	194
APPENDIX 15.13.1.1b	Cancellation of Payroll Deductions for Labor Organization Dues.....	195
APPENDIX 15.13.1.2	Training Request .....	196
APPENDIX 15.13.1.3	EFPD Leave Request-Absence Report Form .....	197
APPENDIX 16.1.1	Infection Control Program .....	198
APPENDIX 17.2.1	Notice of Privacy Practices.....	218
APPENDIX 17.2.2	Authorization Form.....	221
APPENDIX 20.1.2	Fireworks Sales .....	223
APPENDIX 20.1.5.1	Nonaerial Common Fireworks Sales .....	226
APPENDIX 20.2.2	Fireworks Display.....	228
APPENDIX 21.1.2	Eagle Fire Protection District Fee Schedule .....	231

AGREEMENTS

Firefighters Union Contract

Joint Powers Agreements

Mutual Aid Agreements

# Title 1 Introduction

## Chapter 1 Preamble

- 1.1.1 Eagle Fire Protection District (also conducting its operations under the name and style of “Eagle Fire & Rescue”) is composed of property incorporated through the initial creation of the District in 1947 and subsequent annexations to comprise the fire district that today provides service to approximately 37,000 people in a 92 square mile area.
- 1.1.2 Eagle Fire Protection District is proud to be classified by ISRB as a Class 3 department that provides fire, rescue, and emergency medical services to the City of Eagle, Ada, Boise, and Gem Counties.
- 1.1.3 Eagle Fire Protection District has 3 fire stations strategically located throughout the District with a workforce of 49 employees. Our current District, commonly referred to as the Eagle Fire & Rescue, is composed of the following area illustrated on the map on page 4.

## Chapter 2 Official District Policy Code

- 1.2.1 **Introduction and Policy Statement:** The Board of Commissioners pursuant to the authority of Idaho Code Section 31-1417(5) has the authority to adopt such rules and resolutions as may be necessary to carry out their duties and responsibilities which authority is ongoing and the Board of Commissioners may exercise such authority to amend, revise or repeal any or all of the provisions of the “Eagle Fire Protection District Policy Code” as the Board of Commissioners in their discretion and in accordance with law.
  - 1.2.1.1 The “Eagle Fire Protection District Policy Code” is the policy code of the Eagle Fire Protection District and as adopted and amended from time to time contains the policy of the Board of Commissioners which shall govern the actions and organization of the Board of Commissioners, its Officers, Employees, Volunteers and all District operations.
  - 1.2.1.2 The “Eagle Fire Protection District Policy Code” is not intended nor should it be considered a contract for purposes of employment as persons employed by the Eagle Fire Protection District are employed (at will) at the discretion of the Board of Commissioners and shall have no right to continued employment and/or employment benefits except as may be agreed in writing and expressly approved by the Board of Commissioners in an employment contract or collective bargaining agreement.
  - 1.2.1.3 In addition to the “Eagle Fire Protection District” Policy Code, the Board of Commissioners has adopted and maintains the District Lexipol Policy and Procedure Manuals, which establishes rules for the day to day operations of the Fire District.
  - 1.2.1.4 This “Eagle Fire Protection District” Policy Code is to be interpreted in harmony with the District Lexipol Policy and Procedure Manuals.

1.2.1.5 In the event a conflict is found between the BCPC and Lexipol, the BCPC policy/procedure will control.

1.2.2 **Method of Codification:** There is hereby adopted a method of perpetual codification of the policy of this district which shall be in accordance with the numbering system of this policy.

1.2.3 **Policy Code Title:** The adoption by the Board of Commissioners of this District Policy Code is hereby declared to be, and shall hereafter constitute, the official Eagle Fire Protection District Board of Commissioners Policy Code. This Policy Code shall be known and cited as the "Eagle Fire Protection District Board of Commissioners Policy Code ( the "BCPC") Section \_\_\_\_ ", and it is hereby published by authority of the Board of Commissioners of the Eagle Fire Protection District and shall be kept up to date under the direction of the Secretary of the District, acting for the Board of Commissioners.

### Chapter 3 Logo and Mission

1.3.1 **District Logo:** The following is hereby adopted as the official Logo of this District and may appear on all District vehicles and equipment where appropriate and on official communications of the District.



1.3.2 **District Mission Statement:** The mission of the Eagle Fire Protection District is to provide all-hazard emergency services and education to our community through professionalism, dedication, and compassion.

### Chapter 4 Official Newspaper for Publication of Notices

1.4.1 **Official Newspaper for Publication of Notices:** In order to comply with Idaho Code Section 60-106, the Commissioners find the newspaper of general circulation with the largest paid circulation within any County in which this District is located is the Idaho Statesman and therefore designates said newspaper as the official newspaper of this District for the purpose of giving legal notices.

## Title 2 Policy Adoption

### Chapter 1 Policy Authority

- 2.1.1 The Board of Commissioners is authorized by law to adopt policy for the governance of District operations, and, except as herein provided for adoption and maintenance of the District Lexipol Policy and Procedure Manuals.
- 2.1.2 **District Lexipol Policy and Procedures Manuals:** The Board of Commissioners has entered into an Agreement for Use of Subscription Material with Lexipol, LLC to provide policy manuals and supplemental policy publications, daily training bulletins and other materials (“Lexipol Policy”) which may only be adopted in accordance with the following process:
- 2.1.2.1 Lexipol Policy Manual: Lexipol Policy adopted shall be maintained and codified in the District Lexipol Policy and Procedures Manuals which shall include Commissioner Approved Policies and Fire Chief approved policies and procedures.
- 2.1.2.2 Commissioners Approval: Lexipol Policy proposals, that involves any subject matter contained in the Policy Code, requires approval by resolution of the Board of Commissioners, shall either amend the Policy Code or repeal the provision in the Policy Code and amend the District Lexipol Policy and/or Procedures Manuals. The intent is to avoid redundant provisions. Any amendment of the Policy Code pursuant to this section shall include an annotation that the amendment is subject to the Lexipol copyright.
- 2.1.2.3 Fire Chief Approval: Lexipol Policy and/or Procedures Manuals proposals, that do not involve a subject matter contained in the Policy Code, may be adopted by the Fire Chief, subject to thirty (30) calendar days prior written notice to all District appointed officers and employees. Unless the Lexipol Policy and/or Procedures Manuals is disapproved by the Board of Commissioners at its next scheduled Commission meeting, it shall then be codified in the Lexipol Policy and Procedure Manuals.
- 2.1.3 **District BCPC Policy:** The policy of the Board of Commissioners (the Board) of the Eagle Fire Protection District (the District) recognize that one of its major functions is to serve as the policy-making body of the District, to govern all District financial decisions., and to govern the activities and shape the future of the District. At the same time, the Board reserves for the Fire Chief and the professional staff the responsibility of the day-to-day administration of the District in a manner consistent with the policies and rules that the Board has adopted.
- It is therefore the intent of the Board to set forth a series of policies and Board rules to govern the conduct and deliberations of the business conducted by the Board and to serve as a guide for the professional staff in carrying out the daily functions of the District.
- 2.1.4 **Board Policies:** It is the intent of the Board to be governed by a set of policies. The policies and rules shall be adopted by the Board and made available as public documents.

The policies and rules of the Board shall be drafted, adopted and amended with full

consideration for the Board's desire to provide fire and life safety protection of the best obtainable quality for the residents of the District within the limitations of the District's ability to support it. The Board of Commissioners, as the governing body representing the people of the District, determines all questions of policy to be employed in the operation of the District.

In the event that a board policy is found to be in conflict with State or Federal Law or the rules of a higher authority, that portion of such policy is automatically null and void without Board action and shall be deleted from the accumulated body of policies and rules.

If disagreement over the application, extent, or interpretation of a policy arises, the resolution of the conflict will be based on the majority opinion of the Board. If such an interpretation is deemed to have future significance, an amendment to the applicable policy, as a Board rule, shall clearly specify the intent of the Board in interpreting the policy. This does not apply to policies that fall under the purview of the Fire Chief as outlined in 2.1.2.3.

Board rules may also be based on pertinent statutes. In this context they are designed to explain, detail, or otherwise organize the application of a policy consistent with the statutes. Board rules may also be applied to remind the Board, staff and public of the existence of applicable statutes.

Proposals regarding changes, deletions, additions, or repeals, may originate from any interested person.

## Chapter 2 Policy Adoption Process

- 2.2.1 **BCPC Policy Adoption, Changes, Deletion, Additions, Repeal and Review:** In its deliberations leading to the establishment or amendment of Eagle Fire Protection District Board Policy (the "BCPC Policy") or rules, the Board's central concern will be for increased efficiency and effectiveness in carrying out legally mandated tasks and general policies in the interest of public good.

The Board recognizes that all Board policies shall remain flexible and be subject to review and change. Such review shall take place at a regularly scheduled board meeting on a date or dates selected by the Board, and shall appear as an agenda item.

It is the intent of the Board to provide order, consistency, stability and integrity to Board's policies. Adoption, changes, additions to and deletions from or repeal of the established shall be accomplished by a majority vote of the Board. Policy can be changed, suspended, added to, or deleted from in the course of a single meeting.

An emergency shall be defined as an unforeseen circumstance requiring immediate action so as to prevent diminishment of the welfare of the District.

The assembled policies of the Board, known collectively as the **Eagle Fire Protection District Board Policy (the "BCPC Policy")**, shall be the reference instrument for conducting the business of the Board. [2.2.1 Amended by Resolution 11-2021, passed on 9.16.2021]

- 2.2.2 **Changes:** It is anticipated that in order for this District to remain current and efficient in its operations that there will be the need to change policy from time to time. Changes must be reflected in policy to ensure the safe and effective operations of the District. District Staff whether administrative, appointed, employed or volunteer, are encouraged to bring to the attention of the Board the need for policy additions and revisions through the chain of command.
- 2.2.3 **Proposals:** Proposals for new policy or changes to existing policy may be initiated in writing by any Board member or by the Secretary, Treasurer, District attorney or the Chief of the District.
- 2.2.4 **Amendments:** Proposed policy amendments or new policy may be proposed by any District employee or volunteer in writing and submitted through the chain of command to be presented to the Board.
- 2.2.5 **Review and Recommendation:** Proposals for new policy or changes to existing policy will be received by the Board and, if deemed appropriate or necessary, may be referred to the Fire Chief [who may appoint whatever district Personnel he sees fit to review the same and advise] and District Attorney and/or to personnel and/or to ad hoc committees as appointed by the Board for review and recommendation prior to Board action.
- 2.2.6 **Format:** Proposals for new policy should be in writing and in substantially the same format of *Appendix 2.2.6 - Proposed Policy Revision Form*.
- 2.2.7 **Adoption:** Proposals for new policy or changes to existing policy may not be adopted at the time of first introduction to the Board until the review has been completed as provided in **Title 2**.
- 2.2.7.1 Temporary approval may be granted by the Board to meet emergency situations or special events which require action before final action can be taken. The Board at its discretion may receive input from the public, employees and/or volunteers of the District prior to adoption of policy.
- 2.2.8 **Final Draft:** The Secretary and/or the Chief and/or District Attorney will draft the final draft of the policy for the Board and will make changes as designated by the Board prior to final adoption.
- 2.2.9 **Inclusion in the Policy Manual:** Policy adopted or amended will be made a part of the minutes of the meeting in which the action was taken and will also be included in the District's policy manual and codified in accordance with this policy with an annotation to the section/s affected which identifies the resolution no. and the effective date (as follows for example: "Resolution No.2019-01 effective January 31, 2019" and a change of the date on the Title Page accordingly.)
- 2.2.10 **Policy Retention:** Policy that is repealed and/or amended shall be retained by the Secretary in order to verify the policy of this District as it existed at all times.
- 2.2.11 **Lexipol Policy Exception:** This chapter does not apply to Lexipol Policy except when Lexipol Policy adoption involves repeal of any section of this "BCPC Policy."

## Chapter 3 Policy Custodian

- 2.3.1 **The Board:** The District is defined in accordance with the provisions of Idaho revised statutes. The District includes territories within the City of Eagle, Ada, Boise, and Gem Counties. The Board, by policy, shall carry out its responsibilities and the will of the people of the District, in keeping with State and Federal Constitutions, Statutes, rules, interpretations of the Courts, and all the powers and responsibilities they provide.

Policies are adopted by the Board to govern the operations and affairs of the District. The policies are designed to help the Board carryout, effectively and efficiently, the responsibilities and duties delegated to it by law and the will of the people.

The Board reserves to itself all authority and responsibility delegated to it, unless otherwise assigned to the Fire Chief or others by Statute, Ordinance, Resolution, or local action.

- 2.3.2 The Secretary is the official custodian and keeper of records and minutes of the District which shall include policy of the District and the Secretary shall maintain at all times the official BCPC Policy of the District which shall contain all currently adopted policy.

## Chapter 4 New Policy Dissemination

- 2.4.1 **Inclusion in Policy Code:** At such time as the Board takes final action on the adoption of new policy or an amendment of the existing policy, the same shall be included in this policy by the District Secretary and the date of this BCPC Policy updated.
- 2.4.2 **Copies:** Policy adopted shall be disseminated digitally by posting the same on the District's "Company Drive" on the District server.

## Chapter 5 Policy Distribution and Review

- 2.5.1 **Duty to Remain Informed:** Each Member has the responsibility through his/her own initiative to remain informed of changes, events, or other important facts affecting the District.
- 2.5.1.1 The member will provide to the Secretary a current email or cell phone messaging address and location to which notification can be sent.
- 2.5.1.2 Each member must inspect, on a reasonably regular basis, Bulletin boards and other sources as may be required by the District for directives, general orders, classes and other memoranda.
- 2.5.2 **Policy Distribution and Review:**
- 2.5.2.1 The Eagle Fire Protection District Policy Code is the foundation for safe and effective operations. All personnel must periodically review, be soundly familiar, and operate within it.

2.5.2.2 Each employee of this District will have access to an electronic copy of the District Policy Code and will sign a statement acknowledging said access. ***[Appendix 2.5.2.2, Receipt of District Policy Code]***

# Title 3 Board of Commissioners

## Chapter 1 Powers and Duties of the Board

[Amended 3.1.4 by Resolution 6-2020, Passed by Board 6/8/2020]

- 3.1.1 It is the policy of the Board to exercise those powers granted to it by Idaho Code Title 31, Chapter 14, and to carry out those duties assigned to it as may best meet the fire and life-safety needs of the District.

Important activities of the Board are the formulation of policies and rules regarding District programs and services. In carrying out its legislative and policy-making responsibility, the Board shall delegate the administrative and executive functions of managing the Department to the Fire Chief.

The basic manner in which members fulfill their office must be at a regular, special, committee, or workshop meeting, and may be a matter of public record. The method of participation is discussion, deliberation, debate and voting. All members including the Chairperson are expected to participate fully in deliberation and voting.

Board members, individually and collectively, act as representatives of the citizens of the District in maintaining and promoting fire and life-safety needs of the District.

Board members' decisions and actions shall best serve the needs of District citizens in light of available resources and information available to the Board at the time such decisions or actions are made.

Board members shall observe the following code of conduct, designed to guide their actions in carrying out their responsibilities. A Board member should strive to respect the authority of the majority, and understand his/her role as a Board member.

- 3.1.2 The Board makes yearly appointments, approvals and reviews. The following guide shall be used to help maintain an efficient flow of District programs and services.

January

- Swearing-in of elected/re-elected Commissioners (odd number years)

February

- Elect Board Officers
- Delegation of officer duties
- Review of professional services contracts
- Board of Commissioners Policy Manual Review

- Department Policy and Procedures Review
- Legal Training
- Accounting Policies and Procedures Manual Review

March

- When relevant certify the wording to the County Clerk for a bond, levy, initiative, referendum, recall or any other ballot question ordered for the May election. (Sec. 34-106, Idaho Code)

April

- Set date for Budget Hearing Notice for August

May

- Fire Chief Annual Performance Review

June

- Budget Workshop

July

- Budget Review with Divisions as requested.

August

- Budget Public Hearing

September

- When relevant certify the wording to the County Clerk for a bond, levy, initiative, referendum, recall or any other ballot question ordered for the May election. (Sec. 34-106, Idaho Code)
- In odd numbered years the Secretary certifies the nominees to be placed on the ballot of the Fire District for the November 5 election. (Sec. 34-1404, Idaho Code)

October

- Station and apparatus meeting and review

November

- \_\_\_\_\_

December

- \_\_\_\_\_

3.1.3 The Board shall annually review and participate in the updating of the District's Strategic Plan.

### 3.1.4 **Delegation of Board Authority**

The Commissioners have primary responsibility for the approval of District plans and procedures and for the appraisal of the ways in which these decisions are implemented and results obtained. The Board recognizes its authority to delegate specific responsibilities to the Fire Chief for the implementation of the programs and services of the District/Department.

The Fire Chief shall serve as Executive Officer of the District/Department and shall have the responsibility for:

- Preparing the agenda for each meeting, attending all Board meetings, unless excused, and participating in deliberations of the Commissioners as required;
- Bringing to the attention of the Board members matters requiring its consideration;
- Reporting periodically to the Board on the progress of programs in the Department;
- Reporting to the Board appointments, demotions, transfers, and dismissals in accordance with the policies of the Department.

The board delegates to the Fire Chief the function of specifying the required actions and designing the detailed arrangements under which the District/Department will be operated. Such Policies and Procedures will detail the operations of the Department.

### 3.1.5 **Methods of Operation of Board Meetings**

It is the policy of the Board that all meetings be conducted in accordance with Idaho and Federal statutes and rules, and with proper regard to “due process” procedures. In so doing, the Board will seek information from staff and other sources as appropriate, before decisions are made on policy and procedural matters.

All meetings of the Board are open to the public, except as provided for executive sessions. Notice of regular Board meetings shall have at least 48-hour advance notice except in the case of an emergency. Notice of special Board meetings shall have at least 24-hour advance notice except in the case of an emergency. Commission meeting notices shall be posted at the location of the meeting, the administrative offices located at 1119 E State Street, Suite 240, Eagle, Idaho, and on the Department’s website.

Regular meetings of the Board shall be held at the Eagle Fire Station #1 located at, 966 E. Iron Eagle Drive on the second Tuesday of each month at 6:00pm.

Special or emergency meetings of the Board may be called by the Board Chairperson or by petition from a majority of the Board members or by request of the Fire Chief.

It is the intent of the Board to encourage attendance and participation at Commissioner meetings by all interested persons and residents of the District.

In order to accomplish the business of the District in an orderly and expeditious manner, the Board will attempt to limit repetitious testimony and discussion whenever possible so as not

to inconvenience those persons bringing business before the Commissioners.

The Board may also permit audience comments relative to a specific motion prior to the final vote of the Commissioners. The degree of audience participation will depend upon time available and the significance of the matter under discussion. The Chairperson may set a time limit for individual comments on a given issue.

At the discretion of the Board Chairperson, public participation may be allowed in the meeting. The Chairperson may regulate the order and length of appearances and limit appearances to presentations of relevant points.

It shall be the policy of the Board to recognize itself as a policy-making body that deliberates at regularly scheduled meetings and each Commissioner shall make a diligent effort to be present and participate fully.

Robert's Rules of Order (revised) shall be adopted as the official procedures for conducting Board and committee meetings except where they are in conflict with any other procedures adopted by the Board.

The Fire Chief, in cooperation with the Chairperson, shall prepare an agenda for each meeting and have it available with supporting information, to each Board member at least 48 hours prior to each regular meeting.

A majority of the members of the Board shall constitute a quorum. The affirmative vote of at least two members present at any meeting having a quorum shall be considered sufficient for action, except for actions required otherwise by law or these policies. If only two members are present, constituting a quorum, a unanimous vote is required to approve a motion.

Board minutes shall reflect roll call votes at all times unless the vote is unanimous. Any Board member may request that a vote be changed if such request is made prior to consideration of the next order of business.

Any Board member may append onto the record, at the time of voting, a statement indicating the reason behind the vote, or the reason for abstaining or choosing not to participate in the voting.

A Board member shall declare a conflict of interest where such a conflict exists.

## Chapter 2 Commissioners

- 3.2.1 **Number of Commissioners:** The Eagle Fire Protection District shall be governed by three (3) Commissioners. Each must be a qualified voter of the District and reside within the District for at least one (1) year; and reside within the subdistrict they represent and are elected for four (4) year terms.
- 3.2.2 **Term of Office:** The elected term of each Commissioner elected to office shall commence on the second Monday of January next succeeding his/her election and shall terminate on the second Monday of January of the fourth year. [I.C. § 31-1409]

3.2.3 **Schedule of Election:** The offices of Commissioner are up for re-election in accordance with the following schedule:

Sub Districts	Election Year
1 and 3	2021 and every succeeding four years
2	2019 and every succeeding four years

3.2.4 **Board Member Certification:** No person elected or appointed to the Board shall be sworn in unless they are determined by the Board of County Commissioners to meet the qualifications as set forth in Idaho Code Section 31-1406. If a question exists as to the eligibility of any candidate, the Board of County Commissioners will resolve the issue prior to swearing in.

New board members shall take an oath of office at the January meeting prior to assuming the duties of the position. Unless filling a vacancy, terms of the office shall start officially on the regularly scheduled meeting in January.

District board policies dictates that the Board Chairperson and the Fire Chief be responsible for the appropriate orientation of new Board members.

3.2.5 **Authority:** Individual Commissioners have no authority separate and apart from the Board as a whole, unless specific authority is delegated by action of the Board of Commissioners.

3.2.6 **No Individual Administrative Responsibility:** No member of the Board of Commissioners, by virtue of their office, may exercise any administrative responsibilities with respect to the Fire District operations, as an individual or command the services of any District employee.

3.2.7 **Expenditures:** The Board of Commissioners has the responsibility for the approval of all expenditures of the District funds to support its operations and activities and is responsible for having its books audited annually.

The Board shall reimburse board members for reasonable expenses actually incurred while on District business, in accordance with the Department’s travel policy. These reimbursements shall be for expenses incurred while attending sanctioned conferences. Such reimbursement shall extend only to the bona fide expenses of Board members, and shall not include recompense for a spouse or companion costs. Each Board member shall present a statement, supported by appropriate documentation. Examples of reimbursement expenses include:

- Parking
- Meals or per diem during a conference

Expenses falling outside of the above categories would need to be approved by the Board at the next regularly scheduled Board meeting.

Expenses incurred for lodging shall be covered at the actual cost of lodging for single occupancy only. Reimbursement for dual occupancy is acceptable when Board members share a room.

Travel shall be reimbursed at an amount equal to the rate per mile established by the Internal Revenue Service when private autos are used, or the actual cost where commercial transportation is provided.

Meals shall be reimbursed at the actual cost so long as these are reasonable, prudent, and do not exceed the approved federal government per diem for the location. It shall be the responsibility of each Board member to prepare and present an account of expenses verified by receipts prior to reimbursement. Such reimbursement requests are to be considered public and shall be attached to the monthly register of bills to be paid.

It shall be the policy of the Board to keep all such financial transactions strictly public in an effort to preserve the public trust.

**3.2.8 Commissioners Compensation, Expense Reimbursement and Benefits:** The purpose of this policy is to fix, pursuant to Idaho Code Section 31-1421, the Commissioners' compensation, expense reimbursement and benefits as follows:

**3.2.8.1 Commissioners Compensation:** Commissioners shall be compensated for their services as Commissioners as follows:

**3.2.8.1.1** In the conduct of the Fire District's business which shall include time spent in the preparation for and attendance at the following meetings and events:

- Regular and special Board of Commissioner meetings; and
- Fire District Committee meetings; and
- County and State agency meeting, educational classes, seminars and in the conduct of other miscellaneous Fire District business as authorized by the Board of Commissioners; and

**3.2.8.1.2** Commissioner compensation, in the conduct of the Fire District's business, shall be paid at the following rates and in accordance with the following process:

- \$75 per attendance lasting less than four (4) hours;
- \$100 per attendance lasting four (4) hours or more; and
- Maximum of \$100 in the event of attendance at two or more meetings or events on the same calendar day.
- Commissioner compensation for attendance at regular or special Board of Commissioners, or Fire District committee meetings in accordance with their appearance as noted in the roll call of the minutes of the meeting; and
- For all other attendance, as authorized by the Board of Commissioners, the attending Commissioners shall fill out and submit a Commissioner's Pay and Expense Reimbursement Form for review by the Treasurer and approval at the next scheduled Commissioner meeting.

**3.2.8.2 Commissioner Expense Reimbursement:** Commissioners actual expenses for travel and other expenses, as authorized by the Board of Commissioners for attendance at meetings or events other than regular or special Board of Commissioners meetings or Fire District Commissioners meetings, shall be paid in addition to attendance compensation. [I.C. § 31-1421 (2)] [**Appendix 3.2.8.2 - Commissioner Expense Reimbursement Form**]

- The attending Commissioner shall fill out and submit Commissioner's Pay and

Expense Reimbursement Form for review by the Treasurer and approval at the next scheduled Commissioner meeting.

- 3.2.8.3 **Commissioner Benefit Package:** Commissioners may participate in the District's administrative employee benefit package in the same manner as the administrative employees.
- 3.2.8.4 **Budget Line Item:** The Commissioners anticipated annual compensation, expenses and benefits shall be listed as a separate expenditure line item appropriation in the draft fiscal year budget approved for publication and each approved fiscal year budget.
- 3.2.8.5 Compensation for performing district business shall not exceed one hundred dollars (\$100) per day. [I.C. § 31-1421 (1)]
- 3.2.9 **Commissioners Not to Serve as Firefighters or EMTs:** A member of the Board of Commissioners shall not also serve as a firefighter or as an EMT for this District during the Commissioner's term of office. A volunteer and/or part-time firefighter or EMT who is elected or appointed to the office of Commissioner of this Fire District, upon taking the oath of office, shall be placed on leave of absence and shall be eligible for reinstatement upon completion of service as a Commissioner. A full-time employee of the Fire District who is elected or appointed to the office of Commissioner of this Fire District shall, upon taking the oath of office, resign the full-time position, which position shall then be declared a vacancy.
- 3.2.10 In the event Ada County or an agency of the state of Idaho or the Federal Government or any city which is wholly or partially within the District, declares an emergency which emergency affects this District, the Board may set special compensation for commissioners by resolution which may continue only for as long as the declared emergency or disaster remains in effect within the boundaries of the District.
- 3.2.11 The Fire Chief, in cooperation with a Board member, shall schedule a work session for new Board members to acquaint them with the facilities, equipment, and personnel and to provide copies of an overview of:
- Eagle Fire Protection District Board of Commissioners Policy Code (the "BCPC Policy")
  - District Lexipol Policy and Procedures Manuals
  - Staff introduction / station and equipment familiarization
  - Accounting Policies and Procedures
  - District Territory and Boundaries
  - Labor and other major Contracts
  - In addition, the Fire Chief shall schedule a meeting with District Legal

## Chapter 3 Commission Vacancies

### 3.3.1 Vacancy of Office

- 3.3.1.1 If a duly elected or appointed Fire District Commissioner resigns, withdraws, becomes disqualified, refuses or without first providing signed written notice of a temporary vacancy, becomes otherwise unable to perform the duties of office for longer than ninety (90) days, the Board, on satisfactory proof of the vacancy, shall declare the office vacant. The Board shall fill any vacancies within sixty (60) days of learning of the vacancy [I.C. § 31-1409(2)].
- 3.3.1.2 When a vacancy occurs, the Board shall direct the Secretary to cause a notice of the vacancy to be published in at least one (1) issue of a newspaper of general circulation within the district [**Appendix 3.3.1.2a - Notice of Vacancy**]. The notice shall include the date and time of the meeting when the Board will vote to fill the vacancy and the deadline for qualified elector residents interested in being appointed to the position to submit a written request for appointment to the Board [**Appendix 3.3.1.2b - Written Request for Appointment**].
- 3.3.1.3 Should the remaining members of the Board fail to agree on an individual to fill the vacancy, it shall select the individual by placing the names of all interested persons who received the highest and equal number of votes in a container. The fire commissioner with the most continuous length of service shall draw one (1) name from the container. The person whose name is drawn shall then be appointed to fill the vacancy.
- 3.3.1.4 If more than fifty percent (50%) of the board of commissioners' seats are vacant, any remaining board member, or any elector of this Fire District, may petition the board of county commissioners of the county or counties in which the subdistrict vacancies are situated to make such appointments as are necessary to fill the vacancies. The vacancies shall be filled by the board or boards of county commissioners within sixty (60) days of receiving a written petition. Any fire commissioner so appointed shall then serve out the remainder of the term for the commissioner last serving in the vacant seat filled and shall be a resident of the same fire protection commissioner's subdistrict.

## Chapter 4 Subdistricts

- 3.4.1 **Subdistrict Boundaries:** The District is organized into three (3) sub districts which are herein defined in **Appendix 3.4.1 - Map of District**.
- 3.4.2 **Sub-District Boundary Changes:** The Commissioners shall review and, if necessary, to balance population and area of sub-district, revise the sub-district boundaries when it deems it necessary due to significant shifts in population. No two Commissioners shall be electors of the same sub-district with the exception that any revision of sub-district boundaries shall not disqualify any elected Commissioner from the completion of the term for which they were elected.

## Chapter 5 District Ethics

- 3.5.1 No elected Commissioner, employee, officer or District consultant while performing a government function of the District shall:

- 3.5.1.1 Without specific authorization of the Board of Commissioners use District funds or property to obtain a pecuniary benefit for themselves or any member of their household in the form of money, property or commercial interests, the primary significance of which is for economic gain; and
- 3.5.1.2 Solicit, accept or receive a pecuniary benefit as payment for services, advice, assistance or conduct customarily exercised in the course of official duties but does not include trivial benefits not to exceed a value of fifty dollars (\$50.00) incidental to personal, professional or business contacts and involving no substantial risk of undermining official impartiality and which has been disclosed to the Board of Commissioners; and
- 3.5.1.3 Use or disclose any confidential information obtained by reason of an official position or activities which is not subject to disclosure to the general public and which, if utilized in financial transactions would provide the user with an advantage over those not having such information or result in harm to the District in any manner with the intent to obtain a pecuniary benefit for themselves or any other person or entity in whose welfare they are interested or with the intent to harm the District; and
- 3.5.1.4 Have an interest in any contract made by them in their official capacity, or by anybody or board of which he is a member, except as follows:
  - 3.5.1.4.1 The prohibitions contained within this section shall not include conduct that is an interest or membership in a particular business, industry, occupation or class required by law as a prerequisite to the holding by the person of the office or position with the District; or in instances where Any action in the person's official capacity which would affect to the same degree a class consisting of an industry or occupation group in which the person, or a member of the person's household or business with which the person is associated, is a member or is engaged; or when any interest which the person has by virtue of his profession, trade or occupation where his interest would be affected to the same degree as that of a substantial group or class of others similarly engaged in the profession, trade or occupation; or when any action is upon any revenue measure, any appropriation measure or any measure imposing a tax, when similarly situated members of the general public are affected by the outcome of the action in a substantially similar manner and degree.

3.5.1.4.2 As is provided in Idaho Code Section 18-1361, where there are less than three (3) suppliers of a good or a service within a fifteen (15) mile radius of where the good or service is to be provided, it shall not constitute a violation of the provisions of subsection (1)(d) or (e) of Section 18-1359, Idaho Code, for a public servant or for his relative to contract with the public body of which the public servant is a member if the contract is reasonably necessary to respond to a disaster as defined in Chapter 10, Title 46, Idaho Code, or if the procedures listed below are strictly observed. For purposes of this section, "relative" shall mean any person related to the public servant by blood or marriage within the second degree (meaning a sibling, child or parent). (1) The contract is competitively bid and the public servant or his relative submits the low bid; and (2) Neither the public servant nor his relative takes any part in the preparation of the contract or bid specifications, and the public servant takes no part in voting on or approving the contract or bid specifications; and (3) The public servant makes full disclosure, in writing, to all members of the governing body, council or board of said public body of his interest or that of his relative and of his or his relative's intention to bid on the contract; and (4) Neither the public servant nor his relative has violated any provision of Idaho law pertaining to competitive bidding or improper solicitation of business; and

3.5.1.5 Appoint or vote for the appointment of any person related to them by blood or marriage within the second degree, to any clerkship, office, position, employment or duty of this District, when the salary, wages, pay or compensation of such appointee is to be paid out of District funds or fees of office, nor appoint or furnish employment to any person whose salary, wages, pay or compensation is to be paid out of District funds or fees of office, and who is related by either blood or marriage within the second degree when such appointment is made on the agreement or promise to appoint or furnish employment to anyone so related:

3.5.1.5.1 No funds shall be paid out of District funds by anyone under whose control either draws or authorizes the drawing of any warrant or authority for the payment out of any District fund of the salary, wages, pay, or compensation of any such person ineligible to be appointed to a clerkship, office, position, employment knowing them to be ineligible as provided by this Section.

3.5.1.5.2 An employee of this District who is holding a position prior to the election of a Commissioner, who is related within the second degree, shall be entitled to retain his or her position and receive general pay increases, step increases, cost of living increases, and/or other across the Board increases in salary, benefits and bonuses.

3.5.1.5.3 Nothing in this sub-section shall be construed as creating any property rights in the position held by an employee subject to this section, and all authority in regard to disciplinary action, transfer, dismissal, demotion or termination shall continue to apply to the employee.

- 3.5.1.6 At such times as the Commissioners receive no salary or fees for their service on the Board of Commissioners, it shall not constitute a violation of this Policy for Commissioner or for their relative to contract with this District if the procedures set forth herein are strictly observed and for purposes of this section, "relative" shall mean any person related to the public servant by blood or marriage within the second degree; and
  - 3.5.1.6.1 The contract is competitively bid and the Commissioner or their relative submits the low bid; and
  - 3.5.1.6.2 Neither the Commissioner nor his relative takes any part in the preparation of the contract or bid specifications, and the Commissioner takes no part in voting on or approving the contract or bid specifications; and
  - 3.5.1.6.3 The Commissioner makes full disclosure, in writing, to all members of the Board of Commissioners of their interest or that of their relative and of the Commissioner or their relative's intention to bid on the contract; and
  - 3.5.1.6.4 Neither the Commissioner nor their relative has violated any provision of Idaho law pertaining to competitive bidding or improper solicitation of business.
- 3.5.1.7 The prohibitions within this Section, as it applies to elected Commissioners, employees, officers and District consultants who are part-time, does not include those actions or conduct involving their business, profession or occupation and unrelated to their official conduct.
- 3.5.2 Ethics in Government Act: This section is intended to be in accordance with and to assure Commissioners compliance with the "Ethics in Government Act of 1990" codified at Chapter 4 of Title 74 Idaho Code.
  - 3.5.2.1 Commissioners shall refrain from taking action in the event of a conflict of interest without complying with this section.
  - 3.5.2.2 No Commissioner or officer or employee of this District shall take any official action or make a formal decision or formal recommendation concerning any matter where they have a conflict of interest and has failed to disclose such conflict as provided in this section. Disclosure of a conflict does not affect a Commissioner's authority to be counted for purposes of determining a quorum and to debate and to vote on the matter, unless the Commissioner requests to be excused from debate and voting at his or her discretion.
  - 3.5.2.3 A conflict of interest exists when any official action of or any decision or recommendation by a person acting in a capacity for the District is contemplated, the effect of which would be to the private pecuniary benefit of the person or a member of the person's household [the spouse and dependent children and/or persons who the person acting in a capacity for the District is legally obligated to support], or a business with which the person or a member of the person's household is associated, unless the pecuniary benefit arises out of the following:
    - 3.5.2.3.1 An interest or membership in a particular business, industry, occupation or class required by law as a prerequisite to the holding by the person of the office or position;

- 3.5.2.3.2 Any action in the person's official capacity which would affect to the same degree a class consisting of an industry or occupation group in which the person, or a member of the person's household or business with which the person is associated, is a Personnel Member or is engaged;
- 3.5.2.3.3 Any interest which the person has by virtue of his profession, trade or occupation where his interest would be affected to the same degree as that of a substantial group or class of others similarly engaged in the profession, trade or occupation;
- 3.5.2.3.4 Any action in the person's official capacity upon any revenue measure, any appropriation measure or any measure imposing a tax, when similarly situated members of the general public are affected by the outcome of the action in a substantially similar manner and degree.
- 3.5.2.3.5 In order to determine whether a conflict of interest exists relative to any matter within the scope of the official functions of a Commissioner or officer or employee of this District, they may seek legal advice from the attorney representing the District or from the attorney general or from independent counsel. If the legal advice is that no real or potential conflict of interest exists, the public official may proceed and shall not be subject to the prohibitions of this section.
- 3.5.2.3.6 If the legal advice is that a real or potential conflict may exist:
  - 3.5.2.3.6.1 A Commissioner shall disclose the nature of the potential conflict of interest and/or be subject to the rules of the body of which they are a member and shall take all action required under such rules prior to acting on the matter. If a Commissioner requests to be excused from voting on an issue which involves a conflict or a potential conflict, and the Board of Commissioners otherwise does not excuse them, such failure to excuse shall exempt that Commissioner from any civil or criminal liability related to that particular issue.
  - 3.5.2.3.6.2 In the case of an appointed officer or employee, they shall prepare a written statement describing the matter required to be acted upon and the nature of the potential conflict and shall deliver the statement to the Commissioners. The Commissioners may obtain an advisory opinion from the attorney for the District, or, if none, the attorney general. The officer or employee may then act on the advice of the attorney general or attorney for the District or independent counsel.

### 3.5.3 Prohibition of Financial Interest

3.5.3.1 Neither the Commissioners, District employees, nor agents of the District shall have any personal beneficial interest, either directly or indirectly in any expenditure, purchase, sale warrant, scrip, order, demand, claim or other evidences of indebtedness against the state or any county, city, or other governmental entity in Idaho or any contract made by the District or in any firm, corporation or association furnishing or bidding on such purchase, sale or contract, except that one-half plus one (1) of the full Commission shall have the authority to waive compliance with this Section when it finds that an interest is remote and that a waiver of compliance will serve the best interest of the District, and is not in violation of any laws of the State of Idaho.

3.5.3.1.1 A District commissioner, officer or employee shall not be deemed to be interested in a contract, within the meaning of section 74-501, Idaho Code, if they have only a remote interest in the contract and if the fact and extent of such interest is disclosed to the Board of Commissioners and noted in the official minutes or similar records prior to the formation of the contract, and thereafter the Commissioners authorize, approve or ratify the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote of the Commissioner having the remote interest. As used in this section, "remote interest" means:

- a) That of a non-salaried officer of a nonprofit corporation; or
- b) That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary; or
- c) That of a landlord or tenant of a contracting party; or
- d) That of a holder of less than one percent (1%) of the shares of a corporation or cooperative which is a contracting party.

3.5.3.2 **Gifts or Rebates:** Every officer and employee of the District is expressly prohibited from seeking or accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is or might be awarded, any gift or money rebate.

3.5.3.3 **Standard of Conduct:** Every officer, employee or agent of the District is expressly prohibited from knowingly:

3.5.3.3.1 Underestimating or exaggerating requirements to certain prospective bidders for the purpose of influencing bids.

3.5.3.3.2 Misrepresenting competitor's prices, quality or service to obtain concessions.

3.5.3.3.3 Splitting invoices or orders, etc. in an effort to avoid the competitive bid requirements of this Policy.

# Title 4

## Board of Commissioners' Meetings

### Chapter 1 Meetings

[The Chairman is the presiding officer of Board of Commissioners meetings. The Chairman is also designated as President. [See Fire District officers referenced in Idaho Code Section 31-1415 and as referenced in Chapter 1 of Title 5 of the District Policy Code.] For ease of reference, "president" does not appear otherwise in this Title.].

- 4.1.1 **Regular Monthly Meeting Schedule:** The Board of Commissioners, at their Regular Meeting of the Commissioners in January [the annual meeting of the Board of Commissioners] shall set the date, time and location of the regular monthly meetings of the Board of Commissioners and shall direct the Secretary to post notice of the same at Fire Station No. 1 and any other location where the regular monthly meetings are designated to be held and electronically post on any online presence maintained by the District through its website or a social media platform.
- 4.1.2 **Special Meetings Scheduled at an Open Meeting:** Special meetings of the Commissioners may be set [inclusive of date, time and location] during an open meeting of the Commissioners.
- 4.1.3 **Special Meetings Called by Chairman or Majority of the Commissioners:** Special meetings of the Board of Commissioners, which are not set at a meeting of the Board of Commissioners, may be called in accordance with the following procedure:
  - 4.1.3.1 The Chairman and/or a majority of the Commissioners may call a special meeting by written order of the call which shall include the agenda and served upon the Secretary. The Secretary shall poll the Commissioners and set the date, time and location of the meeting subject to obtaining a quorum of the Commissioners.
- 4.1.4 **Emergency Meetings:** An emergency meeting may be called by any officer of the Fire District or by any Commissioner subject to obtaining a quorum.
- 4.1.5 **Public Notification of Meeting:** The Secretary shall maintain a list of the news media requesting notification of Commissioners' meetings and shall make a good faith effort to provide advance notification to them of the time and place of each meeting.
- 4.1.6 **Agenda and Preparation Thereof:** The Agenda for the Regular Monthly Board meeting agenda shall be prepared by the Fire Chief in consultation with the Chairman/President and Secretary and shall include the following regular agenda items:

Item 1: **Open Meeting**

Meeting is to be called to order by Chairperson as close to time advertised as possible.

Item 2: **Roll Call of Board Members**

Subdistricts No. 1, 2, and 3

Item 3: **Approval of Board of Commissioners Meeting Agenda Notice Postings**

Any changes should be made at this time.

Item 4: **Approval of Minutes**

Any changes should be made at this time. Approval for any and all open meetings from the month prior is to be done by separate board vote for each meeting.

Item 5: **Public Input/ Special Presentations**

- (1) Any special group or person wishing to be added to the agenda must make request three (3) days in advance and be approved by the Fire Chief, Chairperson, or Secretary.
- (2) Any special guest or person wishing to comment during public meeting must sign in on sheet provided, prior to start of meeting. Sign in shall include Name, Address, Phone number, and agenda item or subject they wish to address.
- (3) Any item not already on the agenda can be heard but no action will be taken unless extreme circumstances exist. Time may be limited to three (3) minutes or less and items concerning personnel issues or legal issues should be heard in Executive Session, per **Idaho Code Section 74-206 (1)**.

Item 6: **Financial Reports**

- (1) Treasurer's Financial Report
- (2) Questions and comments from Board members
- (3) Approval of bills, report on all financial transactions made in the month previous of funds certified as surplus and idle for investment purposes and transfers, and report on deposits made in the month previous.

**(3.1) Form of Motion for Approval of Bills:** *"I move that the disbursement of funds from the District's treasury for the payment of the bills in the total sum of \$\_\_\_\_\_, as presented by the Treasurer, be authorized and approved."* This motion may include a condition and direction to the bookkeeper to place a hold the delivery of approved bills for payment until funds are available in the District's treasury.

Item 7: **Staff Reports**

- (1) Fire Chief
- (2) Secretary/including a report of all official correspondence received
- (3) Firefighters Union Representative
- (4) Attorney

(5) Commissioners

Item 8: **Committee Reports**

Any committee activities should be reported on at this time.

Item 9: **Old Business**

Any business discussed in prior meetings that has been previously tabled.

Item 10: **New Business**

Any business not discussed or tabled in previous meeting that is brought forth for consideration of the Board by either the Fire Chief, Commission, or by special request to be on the agenda.

Item 11: **Executive Session- Idaho Code Section 74-206 (1)**

This is inclusive of any discussions of subject matters not appropriate for open meeting as provided by Idaho Law. It may be necessary to go into Executive Session at other times during the meeting by motion and approval of the Board, which motion shall identify the subject matter, and authority to go into Executive Session as identified and provided in **Section 4.2.3** of the Eagle Fire Protection District Policy Code. A Secretary shall be appointed to record the minutes of the session and the Board shall determine whom it invites to remain during Executive Session.

Item 12: **Resume Meeting**

Upon conclusion of Executive Session, the Board shall reconvene Open Session to consider any action which needs to be taken and to conclude the remaining agenda.

Item 13: **Executive Session Summary**

A brief summary of the Executive Session will be made at this time by the appointed Secretary.

Item 14: **Close Meeting**

This is the adjournment of the open meeting by motion and Board vote. A motion to adjourn the meeting will be entertained by the Chairman at any time when order cannot be maintained, or circumstances exist where the ability of the Board to conduct its business is impaired.

4.1.7 **Regular Monthly Meeting Packets:** The Secretary in coordination with the Fire Chief, Treasurer, and Attorney shall make available to the Commissioners at the District office or via e-mail or other means as designated by the Commissioners a packet of the material which is to be considered at the Regular Monthly Board Meeting by 5:00 p.m. Friday before the meeting.

- 4.1.8 **Posting of Meeting Agenda:** The Posting of Meeting Agenda and Notice of meetings as provided by law shall be under the responsibility of the Secretary.
- 4.1.9 **Quorum and Meeting Rules:** The meetings shall be governed under Roberts Rules of Order, unless otherwise provided for in District Policy or provided by law, and a quorum for the transaction of business by the Board will consist of a majority of the members of the Board. Unless otherwise provided by law, all questions will be determined by a majority of votes cast. The President/Chairman of the Board may vote on all issues.

## Chapter 2 Open Meeting Law

- 4.2.1 **Open Meeting Law Compliance:** All meetings shall be in accordance with Idaho's Open Meeting Law codified at Chapter 2 of Title 74 Idaho Code.
- 4.2.2 **Notice of Meetings**
- 4.2.2.1 **Regular Monthly Meetings:** No less than a five (5) calendar day meeting notice and a forty-eight (48) hour agenda notice shall be given, except that so long as the District Commissioners continue to hold regular monthly meetings scheduled in advance over the course of the year, and meeting notice may be given once each year of the regular meeting schedule.
- 4.2.2.2 **Meeting/Notice Posting Location:** The notice requirement for meetings and agendas shall be satisfied by posting such notices and agendas in a prominent place at the Administrative Office at 1119 E State St. Suite #240 Eagle, Idaho 83616, and at Fire Station No. 1 at 966 Iron Eagle Drive Eagle, Idaho 83616 and on any established District website or social media platform.
- 4.2.2.3 **Special Meetings:** No special meeting shall be held without at least a twenty-four (24) hour meeting and agenda notice, unless an emergency exists. An emergency is a situation involving injury or damage to persons or property, or immediate financial loss, or the likelihood of such injury, damage or loss, when the notice requirements of this section would make such notice impracticable, or increase the likelihood or severity of such injury, damage or loss, and the reason for the emergency is stated at the outset of the meeting. The notice required under this section shall include at a minimum the meeting date, time, place and name of the District. The Secretary of the District shall maintain a list of the news media requesting notification of District Commissioner meetings and shall make a good faith effort to provide advance notification to them of the time and place of each meeting.
- 4.2.2.4 **Notice of Special Meeting Executive Sessions Only:** If an executive session only will be held as the basis for the Special Meeting, a twenty-four (24) hour meeting and agenda notice shall be given according to the notice provisions stated in Subsection 4.2.3 of this section and shall state the reason and the specific provision of law authorizing the executive session.

- 4.2.3 **Agendas.** An agenda shall be required for each meeting. All items on an agenda that may require a vote shall be identified on the agenda as an “Action Item”. The agenda shall be posted in the same manner as the notice of the meeting. An agenda may be amended, provided that a good faith effort is made to include, in the original agenda notice, all items known to be probable items of discussion.
- 4.2.3.1 **Agenda Amended by Posting.** If an amendment to an agenda is made after an agenda has been posted but forty-eight (48) hours or more prior to the start of a regular meeting, or twenty-four (24) hours or more prior to the start of a special meeting, then the agenda is amended upon the posting of the amended agenda. In the event an amended agenda is posted:
- 4.2.3.1.1 The original agenda notice, and any amended agenda notices posted should be retained with the date of its posting and the date of its un-posting to be indicated on the face of the agenda by the posting agent of the district; and
- 4.2.3.1.2 The same shall be retained by the Secretary with the minutes of the meeting to which the agenda appertains; and
- 4.2.3.1.3 The first amended agenda notice shall be designated “First Amended Agenda Notice,” and any subsequent agenda notice shall contain a reference to its posting sequence.
- 4.2.3.2 **Agenda Amended by Motion and Vote.** If an amendment to an agenda is proposed after an agenda has been posted and less than forty-eight (48) hours prior to a regular meeting or less than twenty-four (24) hours prior to a special meeting but prior to the start of the meeting, the proposed amended agenda shall be posted but shall not become effective until a motion is made at the meeting and the governing body votes to amend the agenda.
- 4.2.3.3 **Agenda Amended after Start of Meeting.** An agenda may be amended after the start of a meeting upon a motion that states the reason for the amendment and states the good faith reason the agenda item was not included in the original agenda posting. No such amendment can include any final action unless an emergency is declared with justification of facts of an emergency being a situation involving injury or damage to persons or property, or immediate financial loss, or the likelihood of such injury, damage or loss, when the notice requirements of agenda posting will make such notice impracticable, or increase the likelihood or severity of such injury, damage or loss, and the reason for the emergency.
- 4.2.4 **Executive Sessions:** An Executive Session at which members of the public are excluded may be held, but only for the purposes and only in the manner set forth in this section.
- 4.2.4.1 **Procedure:** The motion to go into Executive Session shall identify the specific subsections of this section that authorize the Executive Session. There shall be a roll call vote on the motion, and the vote shall be recorded in the minutes. An Executive Session shall be authorized by a two-thirds (2/3) vote of the governing body. For ease of reference, **Idaho Code Section 74-206 (1) through (3)** are herein quoted as follows:
- 4.2.4.2 **Allowed Purposes for Executive Sessions:** The allowed purposes are provided in **Idaho Code Section 74-206 (1)** which provides:

An executive session may be held:

- (a) To consider hiring a public officer, employee, staff member or individual agent wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student;
- (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency;
- (d) To consider records that are exempt from disclosure as provided in Chapter 1, Title 74, Idaho Code;
- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;
- (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;
- (g) By the commission of pardons and parole, as provided by law;
- (h) By the custody review board of the Idaho department of juvenile corrections, as provided by law; or
- (i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement.
- (j) To consider labor contract matters authorized under section 67-2345A [74-206A(1)(a) and (b), Idaho Code.
- (k) It shall be a violation of this policy to change the subject within the executive session to one not identified within the motion to enter the executive session or to any topic for which an executive session is not provided.

4.2.5 **No Final Action in Executive Session:** No Executive Session may be held for the purpose of taking any final action or making any final decision.

4.2.6 **UNION NEGOTIATIONS:** All negotiations between the designated representatives of the Board of Commissioners and the Fire Fighters Union designated negotiators shall be in open session and shall be available for the public to attend. This requirement shall also apply to meetings with any labor negotiation arbitrators, mediators or similar labor dispute meeting facilitators.

- 4.2.6.1 It is the policy of the Board to engage in discussions for the purpose of reaching agreements with the employee firefighters, as required in Idaho Code Chapter 18, Title 44, (Session Law 1970), Chapter 138). The Board reserves to itself or designee (Fire Chief and his/her designees) the responsibility of negotiating with recognized employee firefighter bargaining agent:
  - 4.2.6.1.1 Considering a labor contract offer or to formulate a counteroffer; or
  - 4.2.6.1.2 Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.
  - 4.2.6.1.3 All documentation exchanged between the parties during negotiations, including all offers, counteroffers and meeting minutes, shall be subject to public writings disclosure laws.
- 4.2.6.2 The Secretary shall post notice of all negotiation sessions at the earliest possible time practicable and shall be accomplished by:
  - 4.2.6.2.1 Immediately posting notice of the negotiation session on the front page of the District's official website; and
  - 4.2.6.2.2 If time permits, the Secretary shall also post notice within twenty-four (24) hours at the District's regular meeting physical posting locations.
- 4.2.6.3 Public testimony, if any, shall be posted as an agenda item.

### Chapter 3

#### Procedure for Responding to Notices of Open Meeting Law Violations

- 4.3.1 **Purpose:** This Policy is intended to provide a procedure by which the District processes notice of violation of Open Meeting law as provided in **Idaho Code Section 74-208 (7)**.
- 4.3.2 **Receipt of Written Notice or Complaint:** The Board of Commissioners is to be immediately notified once a written Notice or complaint of Violation of the Open Meeting Law alleged against the Commissioners of this District is received by the Secretary of the District. The Secretary is authorized to schedule a special meeting of the Board of Commissioners within fourteen (14) days of receipt of the notice or complaint and to post notice and list as agenda the notice of violation and review by the Board for determination and response. The agenda notice should include a notice of Executive Session pursuant to **Idaho Code Section 74-206 (1) (f)** and provide in the agenda to open the meeting followed by an executive session in open session for determination and response by the Board of Commissioners as herein this Section provided. The Fire District's attorney should be requested to attend this special meeting to advise the Board of Commissioners of the legal ramifications of the subject notice.
  - 4.3.2.1 **Review of Relevant Facts:** At the special meeting scheduled, the Board of Commissioners shall review the facts relevant to the written Notice or complaint of Violation of Open Meeting Law and make a determination as to whether or not a violation of the Open Meeting Law occurred.

- 4.3.2.2 **Determination of No Violation:** In the event the Board of Commissioners determines no violation occurred, notice of said action shall be provided by the Secretary to the person/s filing the Notice or Complaint of Violation of the Open Meeting Law.
- 4.3.2.3 **Determination of Violation, Response and Cure:** In the event the Board of Commissioners determines a violation occurred, the Board shall issue a written acknowledgment of the violation and declare that all actions taken at or resulting from the meeting in which the violation occurred are void. Notice of said action shall be provided by the Secretary to the person/s filing the Notice or Complaint of Violation of the Open Meeting Law.
- 4.3.3 **Self-Recognition of Violation:** In the event the Board of Commissioners should determine upon its self-recognition of a violation of the open meeting law, it shall then cure the same by declaring that all actions taken at or resulting from the meeting in which the violation occurred are void [I.C. § 74-208 (7) (i)].

## Chapter 4 Minutes

- 4.4.1 **Written Minutes:** The minutes of the meetings of the Board shall be maintained in the Administration Office of the District and shall provide for information as required by law and Commissioners policies.

The Board Secretary or staff designee shall record all proceedings of the Commissioners meetings and shall maintain these minutes in accordance with District policy.

The official minutes of Board meetings, including supporting documents, shall be open to inspection by the public at the office of the Fire Chief during regular business hours. Detailed minutes of executive sessions are not subject to this provision in accordance with Idaho Code.

The District recognizes the right of any member of the public to inspect non-exempt public records in accordance with guidelines established by the Attorney General of the State of Idaho. When access to District records is granted, examination will be made in the presence of the record custodian regularly responsible for maintenance of the files or by a staff member designated by the Fire Chief. The request must be made in writing and submitted in person, by mail, by fax or by e-mail.

In accordance with the Idaho Public Records Law, certain records, such as executive session minutes and personnel records are not included in the category of records to which the right of access is to be granted by the Fire District.

The Board recognizes that they serve all people of the District and that each citizen of the District has individual political views. As a public entity, the Board cannot promote or oppose any political committee or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder. However, this section does not restrict the right of individual Board members to support or oppose such measures or express their own personal political views as long as they are not using government resources, facilities, staff, or time to do so. This section also does not prevent the Commissioners from supporting or opposing legislative measures or providing neutral information on any measure, initiative,

candidate, and referendum or recall petition.

- 4.4.2 **Draft Minutes:** Following the meeting, the Secretary shall cause to be prepared a typed set of minutes from the record of the meeting. A copy of these minutes shall be given to each Board member prior to the next regular meeting in the meeting packet. All minutes shall be considered “draft” unless and until they have been approved by the Commissioners and have “Approved” noted on them on the top of each page and the Chairman’s and the Secretary’s signatures attesting the approval. The draft minutes shall clearly say “Draft” on each page as affixed by the Secretary.

CAUTION: This DRAFT has been prepared for consideration and is the subject of approval authority of either the Board of Commissioners or Fire District Official. This Draft has not been approved and is an Unclassified Record and not an official record relating to the conduct or administration of the Fire District’s business and will not be retained. **Date of Draft**

- 4.4.3 **Approval of Minutes:** At the conclusion of the meeting for which the minutes appertain, the minutes will be approved and signed by the Secretary and Chairman. The Secretary will then discard of the draft minutes and place only the approved minutes in the official Minute Book of the Fire District. All approved minutes shall state “Approved” noted at the top of each page with the Chairman’s and the Secretary’s signatures attesting the approval. The Secretary then provides an approved copy to each Commissioner; Fire Chief and the Fire District Attorney.

- 4.4.4 Neither a full transcript nor a recording of the meeting is required, except as otherwise provided by law or directed by the Board.

- 4.4.5 All minutes shall be available to the public within a reasonable time after the meeting they are adopted, and shall include at least the following information:

4.4.5.1 All members of the Board of Commissioners and officers present;

4.4.5.2 All motions, resolutions, or orders proposed and their disposition;

4.4.5.3 The results of all votes, and upon the request of a Commissioner, the vote of each member, by name.

- 4.4.6 **Executive Session Minutes:** Minutes pertaining to an Executive Session shall include reference to the specific statutory subsection authorizing the Executive Session and shall also provide sufficient detail to identify the purpose and topic of the Executive Session but shall not contain information sufficient to compromise the purpose of going into Executive Session.

- 4.4.7 **Approved Minutes:** The approved Minutes of a Board of Commissioner meeting is the official record of the proceedings and actions of the Board of Commissioners conducted during the meeting irrespective of any recording or digital record of the meeting except for official Fire District audio recording or digital record of any hearings held during a Board of Commissioner meeting. [Added 4.4.7 by Resolution No. 01-2021, approved on Jan 11, 2021]

# Title 5 Appointed Offices

## Chapter 1 Board Chairman

[The Chairman is the presiding officer of Board of Commissioners meetings and is also designated as the President. [See Fire District officers referenced in Idaho Code Section 31-1415 and as referenced in Chapter 1 of Title 5 of the District Policy Code.] In reference to this office the term: “Chairman” is used in this Title and the term: “president” does not appear otherwise in this Title.]

- 5.1.1 **Election by Board:** The Board shall at its first (1st) meeting in February of each year [the annual meeting of the Board of Commissioners] nominate and appoint a Board President, who may also be referred to as Board Chairman, for a term of one (1) year, unless a shorter term is designated.
- 5.1.2 **Duties of the Board /Chairman:** The duties of the Board Chairman are as follows:
- 5.1.2.1 Presides over all meetings of the Board and shall apply the adopted rules of order for the meetings and is authorized to vote on all questions before the Board; and
  - 5.1.2.2 May call special meetings of the Board given twenty-four (24) hours prior notice if all can appear, otherwise provide five (5) days prior written notice and posting as required by law; and
  - 5.1.2.3 Advise and consult with the Fire Chief of the District and the Secretary on the preparation of the agenda for the meetings; and
  - 5.1.2.4 Affix his/her signature to such documents as the annual financial statement, agreements and all other instruments as deemed necessary and/or authorized by the Board; and
  - 5.1.2.5 Exercise such other authority as expressly authorized by the Board; and
  - 5.1.2.6 Take and file an oath of the faithful performance of the duties as herein provided which shall be on file with the official record of the District; and
  - 5.1.2.7 Work in coordination with the other officers herein these policies provided for and appointed by the Board.

## Chapter 2 Board Vice Chairman

- 5.2.1 **Election by Board:** The Board shall, at its first (1st) meeting in February of each year [the annual meeting of the Board of Commissioners] nominate and appoint a Board Vice Chairman for a term of one (1) year unless a shorter term is designated.
- 5.2.2 **Duties of Board Vice - Chairman:** The duties of the Board Vice Chairman are:
- 5.2.2.1 To perform the duties of the Board Chairman in their absence.
  - 5.2.2.2 Take and file an oath of the faithful performance of the duties as herein provided for which shall be on file with the official record of the District; and

- 5.2.2.3 Work in coordination with the other officers herein these policies provided for and appointed by the board.

### Chapter 3 Board Secretary

- 5.3.1 **Election by Board:** The Board shall, at its first (1st) meeting in February of each year [the annual meeting of the Board of Commissioners] nominate and appoint a Secretary for a term of one (1) year, unless a shorter term is designated. The office of Secretary and Treasurer may be filled by the same person. A certified copy of the appointment under the hand of each of the Commissioners shall be forthwith filed by the Secretary with the Clerks of the Board of County Commissioners of Ada, Gem and Boise Counties.
- 5.3.2 **Duties of the Board Secretary:** The duties of the Board Secretary are:
- 5.3.2.1 Serve as the official record keeper and custodian of the District's records and policy and contracts and all other legal documents; and take and prepare and keep the official minutes of the Board; and
  - 5.3.2.2 Make a list of all bills presented, showing to whom payable, for what service or material, when and where used, amount claimed, allowed or disallowed; and
  - 5.3.2.3 Prepare the agenda, assure that all notice of Board meetings is posted and published as required by law; and
  - 5.3.2.4 To timely report and update District administrative and financial information, as required by Idaho Code Section 67-450 E, to the online central registry and reporting portal of the Legislative Services Office website, in accordance with the format provided.
    - Reporting to commence March 15, 2015 and reporting follows on December 1st of each year.
    - Update reporting of any changes in the reported information within 30 days of such change.
  - 5.3.2.5 Receive and advise the Board of all communications to the Board of Commissioners; and
  - 5.3.2.6 Exercise such other authority as expressly authorized by the Board; and
  - 5.3.2.7 Take and file an oath of the faithful performance of the duties as herein provided for, which shall be on file with the official record of the District; and
  - 5.3.2.8 Work in coordination with the other officers in these policies provided for and appointed by the Board.
  - 5.3.2.9 Complete the Central Registration Requirements of Idaho Code Section 67-450E [See **Section 8.6.1**]
  - 5.3.2.10 **Central Registration Requirements Compliance [I.C. § 67-450E]:** Be responsible for providing to the Legislative Services Office, in the format required, the administrative and financial information of this District as required by Idaho Code Section 67-450E and to timely report any changes in information previously reported, as required, within thirty (30) days of the occurrence of the change. The Secretary shall report to the Board of Commissioners compliance with this policy.

- 5.3.2.11 Receive and respond to public record requests in accordance with Chapter 2 of Title 13 of this BCPC.
- 5.3.2.12 Accept service of tort claims in accordance with this BCPC Section 14.1.4.
- 5.3.3 **Reporting:** The Secretary reports directly to the Board of Commissioners and coordinates in the performance of the Secretary's duties with the other appointed officers of the Fire District.
- 5.3.4 **Compensation of Secretary:** The Secretary may receive a reasonable compensation as established by separate action of the Board for secretarial services in the event the Secretary is not a Commissioner.
- 5.3.5 **Recording Secretary:** In the event the Secretary is a member of the Board of Commissioners, the Board may determine to retain the services of a Recording Secretary as an independent contractor to perform some or all of the functions and duties of the Secretary as determined by the Board, except the execution of official documents, as the Secretary's designee and under the Secretary's direction. In such event the Board shall determine the amount and terms of reasonable compensation for said services by resolution and contract.

## Chapter 4 Board Treasurer

- 5.4.1 **Election by Board:** The Board shall, at its first (1st) meeting in February of each year [the annual meeting of the Board of Commissioners] nominate and appoint a Treasurer for a term of one (1) year, unless a shorter term is designated. The office of Treasurer and Secretary may be filled by the same person. A certified copy of the appointment under the hand of each of the Commissioners shall be forthwith filed by the Secretary with the Clerks of the Board of County Commissioners of Ada, Gem and Boise Counties.
- 5.4.2 **Duties of the Board Treasurer:** The duties of the Board Treasurer are:
  - 5.4.2.1 Be in charge and custody of and be responsible for all funds of the District and oversee all funds drawn only upon voucher and by check bearing the signature of the treasurer and countersigned by the president or upon resolution of the Board by other designated District officer; and
  - 5.4.2.2 Exercise such other authority as expressly authorized by the Board; and
  - 5.4.2.3 Receive and give receipts for monies due and payable to the District and deposit all such monies in the name of the District in such bank, or other depository as shall be selected by the Board and in accordance with the manner prescribed by the state depository law; and
  - 5.4.2.4 Maintain necessary records for accounts payable, accounts receivable, payroll, and other standard bookkeeping functions and as recommended by the auditor and approved by the Board; and
  - 5.4.2.5 Administer all Board of Commissioner Fiscal Policies; and
  - 5.4.2.6 Prepare a monthly treasurer report to the Board and any other special financial report as requested by the Board; and
  - 5.4.2.7 Coordinate and provide necessary information to auditor; and

- 5.4.2.8 Work in coordination with the other officers herein on these policies provided for and approved by the Board; and
- 5.4.2.9 Prepare a draft for the following fiscal year budget, in coordination with Fire Chief, for timely submission to the Board of Commissioners for publication, hearing and approval; and
- 5.4.2.10 Develop and update, as the part of the preparation for the following fiscal year draft in coordination of the Fire Chief, The Eagle Fire Protection District Five (5) Year Strategic Plan.
- 5.4.2.11 Prepare the final fiscal year budget resolution and file a certified copy of the same with the appropriate government agencies.
- 5.4.3 **Reporting:** The Treasurer reports directly to the Board of Commissioners and coordinates in the performance of the Treasurer's duties with the other appointed officers of the Fire District.
- 5.4.4 **Compensation of Board Treasurer:** The Treasurer may receive a reasonable compensation as established by separate action of the Board for Treasurer services in the event the Treasurer is not a Commissioner.
- 5.4.5 **Bookkeeper:** In the event the Treasurer is a member of the Board of Commissioners, the Board may determine to retain the services of a Bookkeeper as an independent contractor to perform some or all of the functions and duties of the Treasurer, as determined by the Board, except the execution of official documents, as the Treasurer's designee and under the Treasurer's direction. In such event, the Board shall determine the amount and terms of reasonable compensation for said services by resolution and contract.
- 5.4.6 **State Fire Reporting:** Provide administrative assistance in coordination with the Fire Chief for the preparation and submittal of all state of Idaho Fire Reporting, as required.

## Chapter 5 Fire District Chief

- 5.5.1 **Appointment:** The Board of Commissioners shall be responsible to appoint the Fire Chief when a vacancy occurs.
- 5.5.2 **District Fire Chief Duties:** The District Fire Chief's duties include:
  - implement the direction of the Board of Commissioners; and
  - strategic planning; and
  - directing, and evaluating the efficiency of the organization, the administration and the operation of the District; and
  - responsible for the conduct of external affairs of the District in conferring with other agencies and community groups; and
  - Specific duties including:
    - Report on a monthly basis to the Board of Commissioners on the general status of the

District and equipment, anticipated equipment and manpower needs, and other pertinent matters that could directly affect the welfare of the District; and

- Compile and analyze, in coordination of the Treasurer, the District finances and activities in the preparation of the draft for following fiscal year budget and finalization of the following fiscal year budget for final action by the Board of Commissioners; and
- Track monthly and quarterly expenses, in coordination of the Treasurer, to ensure compliance with the annual operating budget appropriation and suggest revisions to the board when necessary; and
- Review requests for payment and purchase orders, in coordination of the Treasurer, for accuracy and assign budget fund categories; and
- Direct the purchasing of equipment supplies as provided in the budget appropriation, subject to any limitation established by the board requiring their approval except that the Fire Chief may approve expenditures up to \$25,000 that have already been appropriated in the current budget; and
- Prepare monthly, quarterly, annual and special request reports for the general fund, bond fund, bond repayment fund and special grant reporting agencies; and
- Forward all legal contracts and agreements to the Board of Commissioners for review; and action; and
- Supervise and evaluate all employees and volunteers. Provide training and discipline for all personnel, and
- Plan, organize, assign and direct District activities with respect to resource allocation, equipment and personnel; and
- Provide for personnel recruitment, selection and training programs necessary to maintain operational readiness and support to the District's mission statement; and
- Have and maintain an in-depth knowledge in management of emergency services including the Incident Command System (ICS), fire operations, emergency medical services, rescue activities, hazardous materials, fire prevention, code enforcement and disaster planning; and
- As needed, respond to all major incidents to insure proper ICS support; and
- Be responsible to assure that all District responses to emergency scenes are managed under the ICS in order to provide for the safety of the responding personnel; and
- Receive and respond to public record requests in accordance with Chapter 2 of Title 13 of this BCPC in coordination with the Secretary; and
- Accept service of tort claims in accordance with this BCPC Section 14.1.4.

**5.5.3 Fire District Facilities:** Buildings and grounds which are owned or leased by the District:

- 5.5.3.1 The Fire Chief will be responsible to recommend rules and regulations for approval by the Board of Commissioners as may be necessary for their proper use management and protection; and
- 5.5.3.2 The Fire Chief will be responsible to propose and make expenditures, subject to the approval of the Board of Commissioners through the budgeting process, for the management, acquisition, care, control, supervision, improvement, development, planning, extension and maintenance of buildings and grounds.
- 5.5.4 **Compensation:** The District Fire Chief shall receive a reasonable compensation as established by separate action of the Board for their services as an employee or by independent contracted services.
- 5.5.5 **Collective Bargaining Agreement Not Applicable:** Fire Chief is not a Firefighter covered under **Idaho Code Section 44-1802** Collective Bargaining Agreement. The Fire Chief is not a Firefighter as that term is defined in the Collective Bargaining Agreement by and between this District and the Eagle Firefighters who are members I.A.F.F. Local No. 4553.
- 5.5.6 **Reporting:** The Fire Chief reports directly to the Board of Commissioners.

## Chapter 6 Fire Code Official

- 5.6.1 **Division of Community Risk Reduction Created:** There is hereby created within the Fire District, “The Division of Community Risk Reduction” which shall have all authority, duties and responsibilities to implement, administer and enforce the provisions of the current International Fire Code as adopted by the State Fire Marshal.
- 5.6.2 **Nomination and Appointment:** The Chief, as appointed in **Section 5.5.1**, shall be the Fire Code Official. The Fire Chief may delegate the Fire Code Official responsibilities to the Fire Marshal.
- 5.6.3 **Duties:** The duties of the Fire Code Official shall be to direct and to exercise the authority of “The Division of Community Risk Reduction” in its implementation, administration and enforcement of the provisions of the current International Fire Code, as adopted by the State Fire Marshal.
- 5.6.4 **Deputies:** The Fire Code Official may appoint deputy fire code officials and other related technical officers, inspectors and other employees as needed subject to the approval of the Board of Commissioners.
- 5.6.5 **Board of Appeals Created:** There is hereby created a Board of Appeals which shall have all the authority, duties and responsibilities of the Board of Appeals to hear and decide appeals of orders, decisions or determinations made by the Fire Code Official relative to the application and interpretation of and as provided in the current International Fire Code as adopted by the State Fire Marshal.

- 5.6.5.1 **Appointment:** The Board of Appeals shall have three (3) members who shall be appointed by the Board of Commissioners and which members shall be qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems and are not employees of the Fire District.
- 5.6.5.2 **Ex-Officio Member:** The Fire Code Official shall be an ex officio member of the Board of Appeals but shall have no vote on any matter before the Board of Appeals.
- 5.6.5.3 **Rules/Decisions:** The Board of Appeals shall adopt rules of procedure for the conduct of its business and shall render decisions and findings in writing to the appellant with a duplicate copy to the Fire Code Official.

## Chapter 7 Board Attorney

- 5.7.1 **Appointment:** The Board shall, at its first (1st) meeting in February of each year [the annual meeting of the Board of Commissioners] nominate and appoint an attorney.
- 5.7.2 **Board Attorney Duties:** The duties of the Attorney are:
  - 5.7.2.1 Advise the Board regarding all legal matters related to Board actions; and
  - 5.7.2.2 Prepare any legal documents and/or policy and procedure as requested by the Board; and
  - 5.7.2.3 Perform such other services as requested and/or as expressly authorized by the Board; and
  - 5.7.2.4 Work in coordination with the other officers herein these policies provided for and appointed by the Board.
- 5.7.3 **Legal Advice Process:** The Board shall have the responsibility to seek the advice of legal counsel whenever it is unclear regarding legal questions or whenever an action being considered by the Board may result in placing the District in legal jeopardy. When legal counsel is needed, the Fire Chief will make the contact regarding the issue in question unless the matter is in regards to the Fire Chief. If this is the case, the Board Chairperson or designee will initiate contact with legal counsel.

Notwithstanding the above generally applicable rule, a Board member may make direct, confidential contact with legal counsel if state or federal law requires that the information conveyed to counsel remain confidential. If possible, legal counsel will notify the Fire Chief or the Board Chairperson of such contact without divulging any confidential information.
- 5.7.4 **Compensation:** The District Attorney shall receive a reasonable compensation as established by separate action of the Board for their services or by independent contracted services.
- 5.7.5 **Reporting:** The Board Attorney reports directly to the Board of Commissioners.

## Chapter 8 District Administrator Impact Fee Trust Funds

- 5.8.1 There is herein established the office of District Administrator, who shall be appointed by the Board of Commissioners and annually after the effective date of this Policy at its first meeting in February and who shall perform the functions and duties of the office as provided in the Ordinance, the Ada County Agreement, Ada County/Eagle Trust Fund and City of Eagle/Eagle Fire Trust Fund Titles 22 and 23 of this BCPC.

# Title 6

## Non-Appointed Positions

### Chapter 1

#### Deputy Chief

- 6.1.1 **Deputy Chief:** The Deputy Chief is a senior level manager responsible for divisional management, who at the sole discretion of the Fire Chief may be assigned to manage any of the following divisions: Operations, Support Services, or Community Risk Reduction. In the absence of the Fire Chief, and when directed by the Fire Chief, this person will exercise the authority and assume the responsibilities of the Fire Chief. Evaluate and supervise employees and volunteers. Assist the Fire Chief in developing the budget needs for upcoming year and maintaining current expenditures so that they stay within the limits of the current budget. Will be responsible for the specific roles and responsibilities related to the division they are assigned to; and assist in other projects and duties as assigned by the Fire Chief. The Deputy Chief is expected to have an in-depth knowledge in management of emergency services including the Incident Command System (ICS), fire operations, emergency medical services, rescue activities, hazardous materials, fire prevention, code enforcement and disaster planning. The Deputy Chief position is responsible to respond to all major incidents to provide proper ICS support. The Deputy Chief will ensure that all emergency scenes are managed under the ICS in order to provide for the safety of the responding personnel.

### Chapter 2

#### Division Chief

- 6.2.1 **Division Chief:** The Division Chief is a member of the management team reporting to a Deputy Chief. The Division Chief position may be assigned to Operations Division as the Training Section Manager or to the Community Risk Reduction Division serving as the Deputy Fire Marshal. Evaluate and supervise employees and volunteers. The Division Chief will assist the Deputy Chief in developing the budget needs for upcoming year and maintaining current expenditures so that they stay within the limits of the current budget. Will be responsible for the specific roles and responsibilities related to the division they are assigned to; and assist in other projects and duties as assigned by the Deputy Chief. The Deputy Chief is expected to have an in-depth knowledge in management of emergency services including the Incident Command System (ICS), fire operations, emergency medical services, rescue activities, hazardous materials, fire prevention, code enforcement and disaster planning. The Division Chief position is responsible to respond to all major incidents to provide proper ICS support. The Division Chief will ensure that all emergency scenes are managed under the ICS System in order to provide for the safety of the responding personnel.

### Chapter 3

#### Career Personnel

- 6.3.1 These positions are subject to all conditions in this manual and any additional conditions in any employment agreements or negotiated contracts.

# Title 7 Elections

## Chapter 1 Rules and Regulations [I.C. § 31-1410]

- 7.1.1 **Regulations:** The County Clerk shall have power to make such regulations for the conduct of such election as are consistent with the statutory provisions of Chapter 14, Title 34, Idaho Code.
- 7.1.2 **Election Not Necessary:** In any election for District Commissioner, if after the deadline for filing a declaration of intent as a write-in candidate, it appears that only one (1) qualified candidate has been nominated for a Subdistrict to be filled, it shall not be necessary for the candidate of that Subdistrict to stand for election, and the Board of the Fire Protection District shall declare such candidate elected as Commissioner, and the Secretary of the District shall immediately make and deliver to such person a Certificate of Election.
- 7.1.3 **Election Precincts and Boundaries:** The Board of County Commissioners shall establish as many election precincts within such proposed Fire Protection District as may be necessary and define the boundaries thereof.
- 7.1.4 **Election Results:** The results of any election for Fire Protection District Commissioner shall be certified by the County Clerk of the County or counties of the District and the results reported to the District.

## Chapter 2 Election Retention

- 7.2.1 **Retention Policy**
- 7.2.1.1 The Secretary shall retain all records of elections held by this Fire District for a period of five (5) years from the date of the canvass of the election records; and
- 7.2.1.2 The Secretary shall dispose of all records of elections held by this Fire District which election records are older than five (5) years from the date of the canvass of the election records.

## Chapter 3 Election Prohibitions "Public Integrity in Elections Act"

- 7.3.1 **Election Prohibitions for Use of District Funds:** Unless specifically required by law, and except as provided in this chapter, neither the District officers or its elected officials or employees may make or authorize, an expenditure from the District's funds or authorize or use District property or resources to advocate for or against a candidate or a ballot measure or otherwise in violation of the "Public Integrity in Elections Act" codified at Chapter 6 of Title 74 Idaho Code.

- 7.3.2 Exclusions. Nothing in this chapter shall prohibit a District officer or elected officials or employees from:
- 7.3.2.1 Speaking, campaigning, contributing personal money or otherwise exercising their individual first amendment rights for political purposes, provided no District funds or property are used for expenditures supporting the public official or employee in such activity; or
  - 7.3.2.2 Providing neutral encouragement of voters to vote; or
  - 7.3.2.3 Personally campaigning or advocating for or against a ballot measure, provided no District funds, property or resources are used for supporting the elected official or employee in such activity; or
  - 7.3.2.4 Subject to the approval of the Board of Commissioners, preparing and distributing to electors an objective statement explaining the purpose and effect of a District ballot measure, including in the case of bond or levy elections the cost per taxpayer or taxable value, or similar information based on reasonable estimates prepared in good faith.

# Title 8 Fiscal Year, Budget and Audit

## Chapter 1 Fiscal Year

- 8.1.1 The Eagle Fire Protection District Fiscal Year commences on the first (1st) day of October of each year and shall end the thirtieth (30th) day of September each year.

## Chapter 2 Budget Preparation and Approval Process [Amended by Resolution 08-2020 Passed on 6/8/20]

The following timeline is provided as a guideline to the Commissioners, officers and staff of this District regarding the preparation and approval of the budget. It is not the intention of this Policy to set forth mandatory dates, or procedures, other than those required by Idaho Law. The following timeline is set forth in chronological order for ease of reference:

- 8.2.1 **April Commissioners Meeting:** Establishment of the date and location for the budget hearing and direction to the Secretary to notify the Clerks of Ada, Gem and Boise Counties of the same. April 30th will be the last day to notify the County Clerk of Ada, Gem and Boise Counties of the date and location set for the budget hearing of the District [Required by Idaho Code Section 63-802A]; and
- 8.2.2 Budget Requests may be submitted to the Fire Chief, through the chain of command by April 30th by interested persons using the **Eagle Fire Protection District Budget Request Form [Appendix 8.2.2]**.
- 8.2.3 **June and July Commissioners Meeting:** The Fire Chief and the Treasurer will complete the initial draft of the budget and report their findings to the Commissioners. The Board of Commissioners will establish the date, time, and location of the workshop meeting(s) to review the proposed budget along with the consideration of approval for publication and public hearing of the proposed budget; and
- 8.2.4 **August Commissioners Meeting:** The Board of Commissioners will conduct the budget hearing and consider approval of the budget at that time by resolution. The Secretary then enters the resolution adopting the budget upon the minutes of the Board of Commissioners and then transmits the findings to the County Auditor and County Assessor of Ada, Gem and Boise Counties, and to the State Board of Equalization. Certified copies of the resolution providing for the property tax levy will be submitted. [Required by Idaho Code Section 31-1419A] The Secretary-Treasurer certifies the total dollar amount to the County Clerks of Ada, Gem and Boise Counties of the property tax money required by the proposed budget, no later than the Thursday prior to the second Monday in September, unless upon application therefore, the County Commissioners of both counties grant an extension of seven (7) working days [Required by **Idaho Code Section 63-803 (3)**].

- 8.2.4.1 **Notice of Budget Hearing:** The Notice of Budget Hearing will be posted at least ten (10) full days prior to the date of said meeting in at least one (1) conspicuous place in the District, and published in the official papers of the District during the ten (10) day period posting period [Required by **Idaho Code Section 31-1419A**]; and
- 8.2.5 **Foregone Amount:** Any time the approved fiscal year budget is less than the maximum allowable increase in the dollar amount of property taxes the ability of the District to reserve the right to recover all or any portion of that year's foregone increase in a subsequent year must be reserved by the adoption of a resolution specifying the dollar amount of property taxes reserved or otherwise it is lost.

## Chapter 3 Annual Audit

- 8.3.1 **Audit/Financial Statement:** The Board of Commissioners shall cause a full and complete audit of its financial statements to be made each fiscal year in compliance with the provisions of Idaho Code Section 67-450B, or any amendments, or re-codifications thereof, to be performed by independent auditors in accordance with generally accepted governmental auditing standards, as defined by the United States general accounting office.
- 8.3.1.1 Because the Fire District's annual expenditures from all sources exceed two hundred-fifty thousand dollars (\$250,000), the Board of Commissioners is required to cause a full and complete audit of its financial statements to be made each fiscal year.
- 8.3.2 **Contract Required:** The auditor shall be an independent contractor of the District, approved by resolution and written contractor agreement by the District Board of Commissioners.
- 8.3.3 **Necessary Expenses:** The Commissioners shall include in the Fire District's annual budget all necessary expenses for carrying out the provisions of this Section.
- 8.3.4 **Filing Requirement:** The Secretary shall file one (1) copy of each completed audit report with the Legislative Services Office of the State of Idaho within nine (9) months after the end of the audit period.

## Chapter 4 GASB 34

- 8.4.1 **Findings:** The Board of Commissioners makes the following findings as a basis of the provisions of **Government Accounting Standards Board Statement-GASB 34:**
- 8.4.1.1 **Required by Idaho Statute:** The Fire District is required by Idaho Law at Idaho Code Section 67-450 B to meet certain minimum audit requirements as provided therein; and
- 8.4.1.2 **Asset Valuation:** The GASB 34 Statement provides that governmental agencies, with budgets under \$10,000,000.00, begin reporting more extensive asset valuations beginning in the fiscal year; and
- 8.4.1.3 **CAFR:** GASB 34 Statement requires reporting of the value of capital assets on Consolidated Annual Financial Reports (CAFR); and
- 8.4.1.4 **Policy Established:** The Board of Commissioners herein establishes a policy in the development of the procedure, and process, to comply with the GASB 34 Statement.
- 8.4.2 **Policy Title:** This Chapter shall be referred to and cited as the GASB 34 Statement Policy.
- 8.4.3 **Policy Application:** This policy shall apply to all reporting by this Fire District of its personal and real property fixed assets, which shall include all reporting of said assets for audit purposes. This policy does not apply to matters of reporting of personal and real property fixed assets of this Fire District for insurance coverage and/or other purposes.

- 8.4.4 **Fixed Assets Subject to Policy:** This policy applies to real and personal property in which this Fire District has an ownership interest, which has a value of Five Thousand and No/100 Dollars [\$5,000.00], and/or greater, commencing with the date of this policy shall take effect.
- 8.4.5 **Secretary/Treasurer to Develop and Keep List:** The Secretary/Treasurer shall prepare a list of all Fixed Capital Assets, which list shall include the identification of the fixed asset statement relative to the type of Fire District ownership, date of purchase and/or acquisition, the present age and useful life of the fixed asset, and its cost [if cost is not known use estimated value]. The Secretary/Treasurer shall keep the Capital Fixed Asset List up to date as required by new acquisitions and transfers of Fire District's ownership interest, and shall recommend needed valuation adjustments, and changes, as reasonably required for the maintenance of an accurate listed value, and consideration of depreciation, and/or appreciation, as the case may be.
- 8.4.6 **Secretary/Treasurer Annual Report of Fixed Capital Assets List:** Annually, at a time set by the Board of Commissioners, and in advance of the preparation of the Fire District's audit, the Secretary/Treasurer shall update the Fixed Capital Assets List for consideration and approval by the Board of Commissioners.
- 8.4.7 **Board of Commissioners approval of Fixed Capital Assets list:** The Fixed Capital Assets List of the Fire District is subject to approval and adoption by the Board of Commissioners.

## Chapter 5 Expenditure Policy

- 8.5.1 **Policy Established:** In order to establish protocols and procedures for the administration of the budget and the expenditures of the Fire District the following Expenditure Policy is established:
- 8.5.2 **Administration of Expenditures:** The Treasurer, in coordination with the Fire Chief, shall administer the policy established as set forth in this Chapter; and
- 8.5.3 **Budget Requirement:** Expenditures of this District must be in accordance with the appropriations in the Budget; and
- 8.5.4 **Purchase Order:** All proposed expenditures other than ongoing normal operational expenses, wages and salary and professionally contracted services shall be coordinated with the Treasurer through the use of a Purchasing Cards (P-Cards) or a completed and signed purchase order which form shall be developed by the Treasurer and which shall include at a minimum:
- Description of the proposed expenditure;
  - Purpose of the Expenditure;
  - Amount of the Expenditure;
  - Identification of the line item of appropriation it is to be charge to;
  - Anticipated date of expenditure; and,

- The Officer requesting and authorizing expenditure.

8.5.4.1 Department Purchasing Cards (P-Cards) may be used in place of a Purchase Order (PO) for non-service related.

8.5.5 **Review and Dispute Resolution:** The Treasurer shall review all purchase orders to determine compliance with this policy. Those purchase orders not found in compliance with this policy shall be denied by the Treasurer. Any dispute regarding compliance shall be taken before the Board of Commissioners for determination at the next meeting.

## Chapter 6

### District Purchasing Card (P-Card) Use and Authorization Policy [See Lexipol Policy and Procedure Manuals]

## Chapter 7

### District Investment Process Policy

8.7.1 **Policy Name:** This Policy and Chapter shall be known as the “Fire District Investment Process Policy.”

8.7.2 **Policy Application:** This Policy and Chapter applies to the determination and investment of the Fire District’s capital and surplus reserve and unallocated or undivided earnings funds.

8.7.3 **Certification for Investment:** The board of commissioners shall, at least once every six (6) months, certify to the treasurer the Fire District’s capital and surplus or reserves and unallocated or undivided earnings, funds as applicable, of each public depository, which funds are not needed for anticipated expenditures of the Fire District for the period of time so certified using and delivering a copy to the treasurer of the completed Certification form [Appendix 8.8.3] which form is herein approved for such action.

8.7.4 **Investment:** The Treasurer, having been served with a completed Certification, the treasurer is then authorized and empowered to invest the certified funds in investments permitted by Idaho Code Section 67-1210 for the certified period.

8.7.4.1 **Investment Consideration:** The following are the guidelines to the treasurer for investments made pursuant to this policy and in accordance with the following priority:

**First Priority:** Probable safety of the capital investment.

**Second Priority:** Probable income to be derived from the investment.

**Third Priority:** Liquidity of the investment at the conclusion of the certified period.

8.7.5 **Interest Earned:** The interest earned on investments made pursuant to this Policy, unless otherwise required by law, shall become part of the general fund of the Fire District.

# Title 9 Annexations/Master Plan

## Chapter 1 Annexation Petition Protocol and Process

- 9.1.1 **Protocol:** The Protocol and Process for Annexation Petitions of Real Property within Ada and/or Gem and/or Boise County is as follows: [I.C. § 31-1411]
- 9.1.1.1 The Annexation Petition Form is completed by the Petitioner [*Appendix 9.1.1.1 - Revised Petition for Annexation Form*]; and
- 9.1.1.2 The Petition is presented to the Recording Secretary, who conducts a preliminary review to determine if the petition is complete. It should include:
- 9.1.1.2.1 Proof of ownership/ownership interest; and
- 9.1.1.2.2 A correct legal description; and
- 9.1.1.2.3 A true and correct copy of the last deed of record of the subject real property showing the ownership; and
- 9.1.1.2.4 A statement of where the subject real property is contiguous to the existing Fire District boundaries and/or the latest assessor's parcel information and/or public land surveyor's certification that the subject real property parcel/s either individually is, or in the case of one or more contiguous parcels together are, or exceed/s forty acres in contiguous territory; and
- 9.1.1.2.5 A statement that, in the event the Commissioners of the Eagle Fire Protection District grant this petition, the petitioner/s will provide five (5) maps prepared in a draftsman like manner which plainly and clearly designate the existing boundaries of the District and include and depict the subject annexation; and
- 9.1.1.2.6 Proof that payment of the Initial Annexation Petition Filing Fee has been made.
- 9.1.1.3 The Recording Secretary refers the petition to the Fire Chief. This process should include serviceability of the subject real property and verification of the applicant's ownership or ownership interest, legal descriptions and ownership of the subject real property. Fire Chief then determines if the subject petition is a Category No. 1 of Category No. 2 annexation petition and notifies the Recording Secretary and Petitioner.
- 9.1.1.4 The Recording Secretary, then requests additional payment in the event the determination is a Category 2 Annexation from Petitioner and upon receipt of any required additional payment of filing fee the Recording Secretary then certifies that the petition is complete, and the matter is placed on the agenda of the next meeting of the Fire District Commissioners for consideration of setting a public hearing as required.

- 9.1.1.5 The Board of Commissioners sets the date, time and place for the public hearing not less than the time required to publish a notice of hearing in at least one (1) issue of each of the official papers of the Fire District.

## 9.1.2 Preparation for Public Hearing

- 9.1.2.1 Notice of Hearing is prepared by the Fire District Attorney; publication in at least one (1) issue is under the direction of the Recording Secretary in the official papers of the Fire District published within the boundaries of the Fire District.
- 9.1.2.2 A Staff Report, as is relevant, is prepared. The Recording Secretary and the Fire Chief each prepare a written report which addresses specific issues posed by the proposed annexation and recommendations [**Appendix 9.1.2.2 - Annexation Petition Staff Report Form**].
- 9.1.2.3 The Fire District Attorney prepares the necessary Preliminary Deliberation Worksheet and provides it to the Recording Secretary for use by the Commissioners for decision on Petition. [**Appendix 9.1.2.3 - Preliminary Deliberation Worksheet**]
- 9.1.2.4 The Recording Secretary distributes to Commissioners the **Preliminary Deliberation Worksheet** [**Appendix 9.1.2.3**] and the **Hearing Format** [**Appendix 9.1.2.4**] prepared by the Fire District Attorney. Prior to the hearing, the Recording Secretary also includes for the record of the proceedings as exhibits:
  - 9.1.2.4.1 Petition and all attachments for annexation;
  - 9.1.2.4.2 Recording Secretary written report;
  - 9.1.2.4.3 Fire Chief written report;
  - 9.1.2.4.4 Sign-up sheet for witnesses [**Appendix 9.1.2.4.4**];
  - 9.1.2.4.5 Exhibit list [**Appendix 9.1.2.4.5**];
  - 9.1.2.4.6 Other pre-marked and offered exhibits

## 9.1.3 Public Hearing Format

- 9.1.3.1 The Chairman and Commissioners will:
  - 9.1.3.1.1 Conduct the hearing using the Public Hearing Format and proceed from receipt of testimony and evidence to deliberation using the deliberation worksheets; and
  - 9.1.3.1.2 Make a preliminary determination; and
  - 9.1.3.1.3 Direct the Fire District counsel to prepare the Findings of Fact, Conclusions of Law and Order of [Approval or Denial] of Annexation; and,
  - 9.1.3.1.4 Continue the hearing to a specific date, time and place for receipt and further deliberation and acceptance of Findings of Fact, Conclusions of Law and Order of [Approval or Denial] of Annexation.
- 9.1.3.2 The Fire District Attorney will prepare a Findings of Fact and Conclusions of Law and Decision, as directed by the Commissioners.

9.1.3.3 The Fire District Commissioners will consider and adopt the Findings of Fact and Conclusions of Law and Order of [Approval or Denial] of Annexation.

9.1.4 **Adoption of Findings, Conclusions and Order Process**

9.1.4.1 The Recording Secretary provides to Petition billing for all additional charges for annexation fees.

9.1.4.2 Petitioner pays additional charges. The annexation process will cease at this stage until all payments required of the Petitioner have been made.

9.1.4.3 **Issuance of Certificate:** The Fire District Secretary issues the following Certificate to either the Ada County Commissioners or Gem County Commissioners or Boise County Commissioners depending upon the county in which the annexation is located:

CERTIFICATE OF SECRETARY  
OF THE  
EAGLE FIRE PROTECTION DISTRICT

I, the undersigned, do hereby certify that:

1. I am the duly appointed and serving Secretary of the Eagle Fire Protection District, Ada/Gem/Boise Counties, State of Idaho whose address is 1119 E State St. Suite #240 Eagle, Idaho 83616.

2. As the Secretary, I am required by Idaho Code Section 31-1411 to certify a true and correct copy of the Findings of Fact, Conclusions of Law, and Order of Annexation, and I hereby submit the same to the Board of County Commissioners of Ada/Gem/Boise County, and the Eagle Fire Protection District Board of Commissioners does hereby request that the Board of County Commissioners of Ada/Gem/Boise County enter an Order of Approval of Annexation, and cause the same to be recorded so as to include said described annexed real property on the tax rolls, as provided herein above.

3. I do hereby certify that I caused three copies of the legal description and map, prepared in a draftsman like manner, was prepared and which does plainly and clearly designate the boundaries of the Fire District, as altered by this annexation, and is forthwith submitted to the Board of County Commissioners of Ada/Gem/Boise County, together with a certified copy of this Order, and upon the Board of County Commissioners having entered an Order of Annexation of the real property to this Fire District to then deliver said legal description and map to the Ada/Gem/Boise County Assessor and Recorder and to the Idaho State Tax Commission within thirty (30) days of said Order in compliance with the provisions of Idaho Code Section 63-215(1).

9.1.4.4 **Service of Petitioner:** The Recording Secretary serves the petitioner and persons requesting notice with the Findings of Fact, Conclusions of Law and Order of [Approval or Denial] of Annexation. An Affidavit of Service is completed by the Recording Secretary and is filed in the record of the proceedings.

- 9.1.4.5 **Progress Monitored:** The Recording Secretary monitors the progress of the annexation by Ada and/or Gem and/or Boise County Commissioners and the State Tax Commission to confirm annexation completed to the Board of Commissioners of the Fire District.

## Chapter 2 Annexation Fees

### 9.2.1 Findings

- 9.2.1.1 **Idaho Statute:** The State of Idaho, under authority of Idaho Code Section 63-1311, provides that a governing board of any taxing district may impose and cause to be collected fees for services provided which would otherwise be funded by property tax revenues; and
- 9.2.1.2 **Fees:** The proposed annexation fees have been preliminarily determined by the Board of Commissioners to be reasonable in relationship to the cost of administering by the Fire District and do not exceed the actual cost incurred by the Fire District to render said services and to protect its ability to collect such fees; and
- 9.2.1.3 **Notice Postings and Public Hearing Required:** Prior to the adoption of an annexation fee resolution, the Board of Commissioners will provide all notice and have conducted a public hearing on at the Administrative offices of the Eagle Fire Protection District in accordance with the provisions of **Idaho Code Section 63-1311A**.
- 9.2.1.4 The Board of Commissioners does hereby adopt and enact the following Annexation Policy and Fee Schedule for administration and processing of petitions for annexation to be imposed and collected by this District.

### **EAGLE FIRE PROTECTION DISTRICT ANNEXATION ADMINISTRATION AND PROCESS FEES**

**Category 1 Annexation:** Category 1 Annexations include subject real property which, as determined by the Fire Chief, if unimproved after being fully developed or if the subject real property is fully developed, can be serviced from and with existing facilities, personnel and equipment and as improved does or will not create special hazards of occupancy in accordance with the Fire District's Master Plan.

**Category 2 Annexation:** Category 2 Annexations include subject real property which, as determined by the Fire Chief, if unimproved after being fully developed or if the subject real property is fully developed, cannot be serviced from the existing facilities and/or existing personnel and/or equipment, and/or development thereof will create special hazards of occupancy. The Fire District staff shall propose an annexation agreement as appropriate for said annexation and in accordance with the Fire District's Master Plan. The annexation agreement may include as appropriate provisions for the payment of funds by the petitioner to the Fire District for a fire station and/or equipment and/or personnel.

**Initial Annexation Petition Filing Fee:** All annexation petitions must be accompanied by the payment of a **\$300.00** initial Filing and Processing fee, which will be applied and credited to the assigned Administration and Process Annexation Fee.

**ADMINISTRATION AND PROCESS FEES**

<p><b>Category 1</b> [Petitions for Annexation within same county of then-existing Fire District boundaries.]</p>	<p>As determined by the Chief and charged on a per parcel basis, with the exception that adjoining parcel/s owned by the same petitioner not posing Category 2 Annexation issues may be included.</p>	<p><b>\$300.00</b> + actual expense of legal notice advertisement + upon Order of annexation, actual map expense</p>
<p><b>Category 2</b> [Petitions for Annexation within same county of then-existing Fire District boundaries]</p>	<p>As determined by the Chief</p>	<p><b>\$500.00</b> + expense of legal notice + advertisement, petitioner meetings, agreement negotiation expenses, including staff time and legal expenses for meetings and drafting agreement/s + upon Order of annexation, map expense</p>
<p>No order of annexation entered by the Fire District Commissioners will be forwarded to the County Commissioners for required action without full payment of annexation petition fees and costs as required herein.</p>		

# Title 10

## Standing Committees

### Chapter 1

#### Ada County/Eagle Fire Protection District Joint Development Impact Fee Advisory Standing Committee

- 10.1.1 **Formation of a Joint Standing Committee:** A joint standing committee of the Ada County Board of Commissioners and the Board of Commissioners of this Fire District is established as provided in this Chapter.
- 10.1.2 **Name:** The Joint Standing Committee is known and shall continue to be known and designated as the “*Ada County/Eagle Fire Protection District Joint Development Impact Fee Advisory Standing Committee*” [hereinafter referred also as “Ada County/Eagle Joint Advisory Committee” or “Committee”].
- 10.1.3 **Membership:** The members on the Committee shall be appointed by the Ada County Board of Commissioners and the Board of Commissioners of this Fire District at each of their annual meetings in January for a term of one (1) year, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of Ada County or the Eagle Fire Protection District.
- 10.1.3.1 Any vacancy on the Committee shall be filled by the Ada County Board of Commissioners and the Board of Commissioners of this Fire District.
- 10.1.4 **Charge:** The Committee shall serve as an advisory committee to the Ada County Board of Commissioners and the Board of Commissioners of the Fire District and is charged with the following responsibilities:
- 10.1.4.1 Assist the County and the Fire District in adopting land use assumptions; and
- 10.1.4.2 Review the Capital Improvements Plan; and
- 10.1.4.3 Monitor and evaluate implementation of the Capital Improvements Plan;
- 10.1.4.4 File with the District Administrator and the County Clerk, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Eagle Fire District Development Impact Fees;
- 10.1.4.5 Advise the Ada County Board of Commissioners and the Board of Commissioners of this Fire District of the need to update or revise land use assumptions, Capital Improvements Plan and Eagle Fire District Development Impact Fees; and
- 10.1.4.6 The Fire District shall make available to the Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.

**10.1.5 Ada County Board of Commissioners and the Fire District Board of Commissioners Review of Committee's Reports and Recommendations:** The Ada County Board of Commissioners and the Board of Commissioners of this Fire District shall each consider the Committee's recommended revision(s) at least once every twelve (12) months. The Committee's recommendations and the Ada County Board of Commissioners' and Fire District's Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Eagle Fire District Development Impact Fees are equitable, in that the Eagle Fire District Development Impact Fees charged to the Development shall not exceed a Proportionate Share of System Improvements Costs, and that the procedures for administering Eagle Fire District Development Impact Fees remain efficient.

**10.1.6 Advisory Committee Organization**

10.1.6.1 The District Administrator shall staff the Committee in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].

10.1.6.2 The Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.

10.1.6.3 The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.

10.1.6.4 The District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.

10.1.6.5 The Committee shall establish a regular meeting schedule.

10.1.6.6 The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the Ada County Board of Commissioners and the Fire District Board of Commissioners.

10.1.6.7 Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

10.1.6.8 A majority vote of those present at any meeting is sufficient to carry motions.

**10.1.7 Reporting:** The Committee reports directly to the Ada County Board of Commissioners and to the Fire District Board of Commissioners.

[Chapter 2 repealed by Resolution No. 26-2020, approved November 30, 2020]

# Title 11 Procurement

## Chapter 1 General Provisions

11.1.1 Any interpretation of this Chapter shall be in accordance with the state of Idaho Purchasing by Political Subdivisions Law as set forth in Chapter 28 of Title 67 Idaho Code.

### 11.1.2 Purposes, Rules of Construction

11.1.2.1 **Interpretation:** This chapter shall be construed and applied to promote its underlying purposes and policies.

11.1.2.2 **Purposes and Policies.** The underlying purposes and policies of this chapter are to:

11.1.2.2.1 Provide increased economy in Fire District's procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the District.

11.1.2.2.2 Simplify, clarify, and modernize the procurement by the Fire District in accordance with the laws of the state of Idaho.

11.1.2.2.3 Provide for increased public confidence in the procedures followed in public procurement.

11.1.2.2.4 Facilitate the fair and equitable treatment of all persons who deal with the procurement by the Fire District.

11.1.2.2.5 Facilitate effective broad-based competition within the free enterprise system.

11.1.2.2.6 Facilitate safeguards for the maintenance of Fire District procurement with quality and integrity.

11.1.2.2.7 Provide for a maximum return to the Fire District on surplus property sales.

11.1.2.3 **Singular-Plural and Gender Rules.** In this Chapter, unless the context requires otherwise:

11.1.2.3.1 Words in the singular number include the plural, and those in the plural include the singular; and

11.1.2.3.2 Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

11.1.2.4 **Definitions:** For purposes of this Title the following terms as herein this section defined shall have the meaning as set forth unless the context of the term clearly requires otherwise.

11.1.2.4.1 **Award:** Award of a contract or purchase approved by Commissioners or the Fire Chief as appropriate and is evidenced by an approved Purchase Order or Contract.

- 11.1.2.4.2 **Business:** Any corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, trust, or any other private legal entity.
- 11.1.2.4.3 **Construction Contract:** An agreement for the construction, installation, major maintenance or repair of Fire District facilities, public building, facility or works.
- 11.1.2.4.4 **Contract:** All types of Fire District agreements, regardless of how designated, for the procurement or disposal of supplies, equipment, services or construction.
- 11.1.2.4.5 **Contract Change Order:** A change in an authorized contract made necessary, because of circumstances not foreseen in preparing the project bid or the contract specifications, for proper completion of the project or which is in the best interest of the Fire District.
- 11.1.2.4.6 **Contractor:** Any person having a contract with a governmental body.
- 11.1.2.4.7 **Designee:** A duly authorized representative.
- 11.1.2.4.8 **District:** Eagle Fire Protection District.
- 11.1.2.4.9 **Documentation:** Written description of the competitive bid process, including bid summaries and copies of bids.
- 11.1.2.4.10 **Emergency:** A situation resulting from circumstances generally outside of the control of the Fire District (such as disasters, "acts of God," damage likely to continue, both physical and monetary, etc.) which require prompt action to protect the public interest, health, and/or welfare.
- 11.1.2.4.11 **Employee:** An individual drawing a salary from the District, (whether elected or not,) and any non-compensated individual performing personal services for the District.
- 11.1.2.4.12 **Equipment:** Items of tangible, non-expendable, personal property.
- 11.1.2.4.13 **Expenditure:** The word "expenditure" shall mean the granting of a contract, franchise or authority to another by the Fire District, and every manner and means whereby the Fire District disburses funds or obligates itself to disburse funds; provided, however, that "expenditure" does not include disbursement of funds to any Fire District employee, official, agent or for the performance of personal services to the District or for the acquisition of personal property through a contract that has been competitively bid by the state of Idaho, one of its subdivisions or an agency of the federal government.
- 11.1.2.4.14 **Formal Bid (FB):** A bid for construction, goods or services with a contemplated acquisition cost as defined in Idaho Code Sections 67-2806(2) and/or 67-2805(3). Formal bids require newspaper advertisement, sealed bids, and are generally awarded by District Commission.
- 11.1.2.4.15 **Governmental Body:** Any Federal, State, County, City or other government subdivision of the state of Idaho, and/or a governmental entity created by them and it shall include any department, commission, council or board thereof.

- 11.1.2.4.16 **Independent Contractor:** A person or firm or other legal entity which performs work, and/or services for the Fire District for consideration who is not an employee of the District.
- 11.1.2.4.17 **Informal Bid (IFB):** A bid for goods or services with an estimated acquisition cost in the ranges defined in Idaho Code Sections 67-2806(1) and 67-2805(2).
- 11.1.2.4.18 **Invitation for Bids:** All documents, whether attached or incorporated by reference, utilized for soliciting bids.
- 11.1.2.4.19 **Parts:** Items of personal property acquired for repair or replacement of unserviceable existing items or for preventative maintenance of equipment. Procurement rules related to equipment apply to purchases of parts. Parts lose their identity as components of equipment, machinery or other facilities.
- 11.1.2.4.20 **Person:** Any legal entity, individual, union, committee, club, other organization, or group of individuals.
- 11.1.2.4.21 **Personal Property:** Includes all supplies, materials and equipment procured by the District.
- 11.1.2.4.22 **Piggy Back Bid:** Circumstance where buying, purchasing and or leasing equipment, supplies which has previously been competitively bid by the state of Idaho, one of its subdivisions or an agency of the Federal Government and the successful bidder is willing to honor the successful bid to the Fire District. [Idaho Code Section 67-2803 such is not considered an expenditure requiring a separate bid process]
- 11.1.2.4.23 **Procurement/Purchase:** Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. This refers to all functions that pertain to the obtaining of any supply, service, or construction, including description of requirement, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

## Chapter 1A Public Works Construction Contract Requirements

- 11.1A.1 **Written Contracts:** All Public Works Contracts shall be in writing and shall be approved prior to execution as to form and content by the Chief and District Attorney, with final approval resting with the Commissioners.
- 11.1A.2 **Required Construction Contract Provisions:** Every Public Works contract over \$50,000 executed by the District for construction of its facilities shall contain the following provisions:
  - 11.1A.2.1 Provision requiring the contractor performing the work for the District to comply with all applicable safety rules and regulations adopted by the Department of Labor and Employment of the Industrial Commission of the State of Idaho.

- 11.1A.2.2 Provision requiring the contractor to provide evidence of Workers Compensation Coverage and Liability Insurance naming the District as a Named Insured in said Liability Insurance Policy.
- 11.1A.2.3 **Performance Security:** A bond for the proper performance of any construction contract for any public works, improvement, or repair of public building (Idaho Code Section 54-1926) is required. The performance security includes a Performance Bond in the amount of at least 85% of the contract amount. A Labor and Material Payment Bond to protect subcontractors is also required for at least 85% of the contract amount. The form and legal sufficiency of a bond shall be subject to the approval of the District Attorney.
- 11.1A.2.4 All other provisions required as conditions of the funding source.
- 11.1A.2.5 All requirements related to public works contractors licensing set by Idaho State Code.
- 11.1A.2.6 All applicable State or Federal requirements
- 11.1A.3 **Contract Execution:** Public Works Contracts shall be executed by the Chairman and/or any authorized Commissioner/s after approval as to form and content by the Commissioners.
- 11.1A.4 **Licensing Requirement:** Idaho Code requires that the District review the licensing requirements for public works contractors based on the contemplated amount of the project being procured.
  - 11.1A.4.1 **Under \$50,000.** The Idaho Code specifically exempts any requirements that the District contract with a licensed public works contractor if the amount of the project is anticipated to be less than \$50,000.
  - 11.1E.4.2 **\$50,000 and over.** The District shall award the contract to a licensed public works contractor.
- 11.1A.5 **Bidding Requirements:** The District's public works construction procurement bidding requirements are determined by the anticipated amount as follows:
  - 11.1A.5.1 **Under \$50,000.** If the anticipated award is under \$50,000, the District is not required to follow any formal bidding procedures and may be guided by the best interests of the District as determined by the Commissioners.
  - 11.1A.5.2 **\$50,000 - \$200,000.** If the anticipated award is between \$50,000 and \$200,000, the District shall follow the following solicitation for bid procedures.
    - 11.1A.5.2.1 The solicitation for bids for the public works construction to be performed shall be supplied to no fewer than three (3) owner-designated licensed public works contractors by written means, either by electronic or physical delivery. The solicitation shall describe the construction work to be completed in sufficient detail to allow an experienced public works contractor to understand the construction project the District seeks to build.

- 11.1A.5.2.2 The solicitation for bids shall describe the electronic or physical delivery method or methods authorized to submit a bid, the date and time by which a bid proposal must be received by the secretary or other authorized official of the District and shall provide a reasonable time to respond to the solicitation, provided that except in the event of an emergency, such time shall not be less than three (3) business days.
- 11.1A.5.2.3 Written objections to specifications or bid procedures must be received by the secretary or other authorized official of the District at least one (1) business day before the date and time upon which bids are scheduled to be received.
- 11.1A.5.2.4 When written bids have been received, by either physical or electronic delivery, they shall be submitted to the Commissioners or other approved official who shall approve the responsive bid proposing the lowest procurement price or reject all bids and publish notice for bids, as before.
- 11.1A.5.2.5 If the District finds that it is impractical or impossible to obtain three (3) bids for the proposed public works procurement, the District may acquire the work in any manner the District deems best from a qualified public works contractor quoting the lowest price. When fewer than three (3) bids are considered, a description of the efforts undertaken to procure at least three (3) bids shall be documented by the District and such documentation shall be maintained for at least six (6) months after the procurement decision is made. If two (2) or more price quotations offered by different licensed public works contractors are the same and the lowest responsive bids, the District or authorized official may accept the one (1) it chooses.
- 11.1A.5.3 **Over \$200,000.** If the anticipated public works construction award is greater than \$200,000, the District shall have the option to follow either of the following bid solicitation procedures:
  - 11.1A.5.3.1 **Option A:** Competitive bidding procedures shall be open to receipt of bids from any licensed public works contractor desiring to bid upon a public works project. For an Option A bid, the District may only consider the amount bid, bidder compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite license, and shall award the bid to the qualified bidder submitting the lowest responsive bid.

- 11.1A.5.3.1.1 The request for bids for an Option A procurement shall set a date and place for the public opening of bids. Two (2) notices soliciting bids shall be published in the official newspaper of the political subdivision. The first notice shall be published at least two (2) weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven (7) days before the date that bids are scheduled to be opened. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request and payment of a reasonable plan copy fee by any interested bidder.
- 11.1A.5.3.1.2 Written objections to specifications or bidding procedures must be received by the secretary or other authorized official of the District at least three (3) business days before the date and time upon which bids are scheduled to be opened. The Commissioners supervising the bidding process shall respond to any such objection in writing and communicate such response to the objector and all other plan holders, adjusting bidding timeframes if necessary.
- 11.1A.5.3.1.3 All bids shall be presented or otherwise delivered under sealed cover to the secretary of the District or other authorized agent designated by the information provided to bidders with a concise statement marked on the outside generally identifying the expenditure to which the bid pertains.
- 11.1A.5.3.1.4 If the District deems it is in the District best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies with the form provided by the District. The District may require that the bid security be in one (1) of the following forms: a) Cash; b) Cashier's check made payable to the District; c) Certified check made payable to the District; or d) Bidder's bond executed by a qualified surety company, made payable to the District.

- 11.1A.5.3.1.5 Any bid received by the District may not be withdrawn after the date and time set in the notice for opening of bids. When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and submitted to the Commissioners for award.
- 11.1A.5.3.1.6 If the successful bidder fails to execute the contract, the amount of his bidder's security may be forfeited to the District at the sole discretion of the Commissioners and the proceeds shall be deposited in a designated fund out of which the expenses of procuring substitute performance are paid.
- 11.1A.5.3.1.7 The District may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the qualified bidder submitting the next lowest responsive bid. If the Commissioners award the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security may be applied by the District to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security to the owner.
- 11.1A.5.3.1.8 In its discretion, the Commissioners may reject all bids presented and re-bid, or the Commissioners may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market. If identical bids are received, the Commissioners may choose the bidder it prefers. If no bids are received, the Commissioners may procure the goods or services without further competitive bidding procedures.

11.1A.5.3.2 **Option B:** Competitive bidding procedures shall be open to licensed public works contractors only after meeting preliminary supplemental qualifications established by the District. The solicitation for bids in Option B procurement shall consist of two (2) stages, an initial stage determining supplemental prequalification for licensed contractors, either prime or specialty contractors, followed by a stage during which bid prices will be accepted only from prequalified contractors.

11.1A.5.3.2.1 Notice of the prequalification stage of the Option B competitive bidding process shall be given in the same manner that notice of competitive bidding is provided for an Option A competitive bid request, providing a specific date and time by which qualifications statements must be received. The District may establish prequalification standards premised upon demonstrated technical competence, experience constructing similar facilities, prior experience with the District, available non-financial resources, equipment and personnel as they relate to the subject project, and overall performance history based upon a contractor's entire body of work. Such request must include the standards for evaluating the qualifications of prospective bidders.

11.1A.5.3.2.2 During the initial stage of the Option B bidding process, licensed contractors desiring to be prequalified to bid on a project must submit a written response to a District's request for qualifications.

11.1A.5.3.2.3 Written objections to prequalification procedures must be received by the secretary or other authorized official of the District at least three (3) business days before the date and time upon which prequalification statements are due. The administrative officer or Commissioners supervising the bidding process shall respond to any such objection in writing and communicate such response to the objector and all other contractors seeking to pre-qualify, adjusting bidding timeframes if necessary. After a review of qualification submittals, the District may select licensed contractors that meet the prequalification standards. If any licensed contractor submits a statement of qualifications but is not selected as a qualified bidder, the District shall supply a written statement of the reason or reasons why the contractor failed to meet prequalification standards.

11.1A.5.3.2.4 Any licensed contractor that fails the prequalification stage can appeal any such determination to the Commissioners within seven (7) days after transmittal of the prequalification results to contest the determination. If the Commissioners sustain the decision that a contractor fails to meet prequalification standards, it shall state its reason or reasons for the record. A decision concerning prequalification may be appealed to the public works contractor's license board no more than fourteen (14) days following any decision on appeal made by the Commissioners. The public works contractors' license board shall decide any such appeal within thirty-five (35) days of the filing of a timely appeal. The public works contractor's license board shall allow participation, written or oral, by the appealing contractor and the political subdivision, either by employing a hearing officer or otherwise. The public works contractors' license board shall not substitute its judgment for that of the District, limiting its review to determining whether the decision of the Commissioners is consistent with the announced prequalification standards, whether the prequalification standards comport with the law and whether the Commissioners' decision is supported by the entirety of the record. The decision of the public works contractors' license board shall be written and shall state the reason or reasons for the decision. Option B prequalification procedures that are appealed shall be stayed during the pendency of the prequalification appeal until the public works contractors' license board completes its review, but in no instance more than forty-nine (49) days after the appellate decision of the Commissioners regarding prequalification. Any licensed public works contractor affected by a decision on appeal by the public works contractors' license board may, within twenty-eight (28) days of the final decision, seek judicial review as provided by Chapter 52, Title 67, Idaho Code.

- 11.1A.5.3.2.5 Following the conclusion of the prequalification administrative procedures, the bidding stage shall proceed by the setting of a time, date and place for the public opening of bids. In circumstances involving prequalified prime contractors, a notice soliciting bids shall be transmitted to prequalified bidders at least fourteen (14) days before the date of opening the bids. In circumstances involving prequalified specialty or subordinate contractors, the notice soliciting bids shall be published in the same manner applicable to Option A bids. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request and payment of a reasonable plan copy fee by any eligible bidder.
- 11.1A.5.3.2.6 Written objections to specifications or bidding procedures must be received by the secretary or other authorized official of the District at least three (3) business days before the date and time upon which bids are scheduled to be opened.
- 11.1A.5.3.2.7 All Option B bids shall be presented or otherwise delivered under sealed cover to the secretary or other authorized agent of the District designated by the instructions to bidders with a concise statement marked on the outside generally identifying the expenditure to which the bid pertains.
- 11.1A.5.3.2.8 If the District deems it is in the District's best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies with the form provided by the District. The District may require that the bid security be in one (1) of the following forms: a) Cash; b) Cashier's check made payable to the political subdivision; c) Certified check made payable to the political subdivision; or d) Bidder's bond executed by a qualified surety company, made payable to the political subdivision.

11.1A.5.3.2.9 Any Option B bid received by the District may not be withdrawn after the date and time set in the notice for opening of bids. When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and submitted to the Commissioners for award. If identical bids are received, the Commissioners may choose the bidder it prefers. If the successful bidder fails to execute the contract, the amount of his bidder's security may be forfeited to the District, in the sole discretion of the Commissioners, and the proceeds shall be deposited in a designated fund out of which the expenses for procuring substitute performance are paid.

11.1A.5.3.2.10 The District may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the qualified bidder submitting the next lowest responsive bid. If the Commissioners award the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security, if forfeited, shall be applied by the District to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security.

11.1A.6 In its discretion, the Commissioners may reject all bids presented and re-bid, or the Commissioners may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market. If no bids are received, the Commissioners may make the expenditure without further competitive bidding procedures.

11.1A.7 If the Commissioners choose to award a competitively bid contract involving the procurement of public works construction to a bidder other than the apparent low bidder, the District shall declare its reason or reasons on the record and shall communicate such reason or reasons in writing to all persons who have submitted a competing bid.

- 11.1A.8 If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the District within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the Commissioners shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefore. After completion of the review process, the District may proceed as it deems to be in the public interest.

## Chapter 1B Purchasing

- 11.1B.1 **Idaho Presence Vendors:** The District will seek bids from vendors having a significant Idaho presence as required in Idaho Code Section 67-2349.
- 11.1B.2 **Specifications:** All specifications for Procurement/purchase shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the District's needs and shall not be unduly restrictive. The requirements of this Chapter regarding the purposes and non-restrictiveness of specifications shall apply to all specifications, including, but not limited to, those prepared by architects, engineers, designers, and draftsmen for public contracts.
- 11.1B.3 **Cooperative Purchasing:**
- 11.1B.3.1 Subject to the approval of the Commissioners the Chief shall have the authority to join with other units of government in cooperative purchasing plans when the best interest of the District would be served thereby, and the requirements of the Idaho Code have been met.
- 11.1B.3.2 In the event the state of Idaho, one of its subdivisions, or an agency of the federal government, has competitively bid for the acquisition of personal property, the Chief, after finding such competitive bid to be in the best interest of the District may proceed to acquire the personal property through the use of that contract with the approval of the Commissioners.
- 11.1B.3.3 Subject to the approval of the Commissioners, the District may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof and may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. [I.C. § 67-2807]
- 11.1B.4 **Inspection and Testing:** The appropriate District staff shall inspect or verify that appropriate inspections have been accomplished on all deliveries of supplies or contractual services to determine their conformance with the specifications set forth in the order or contract prior to approval for payment. The District shall have the authority to require chemical and physical tests of supplies or construction work to determine their quality and conformance with specifications.

11.1B.5 **Changes to Contracts:** Changes to contracts are material changes in projects which are required to complete the project. Changes to contracts require documentation and approval. Change Orders shall require Commissioner approval.

11.1B.6 **Purchasing of Personal Property and Public Works Construction:**

11.1B.6.1 **The Purchase of Personal Property does not include the following:**

11.1B.6.1.1 Disbursement of wages or compensation to any employee, official or agent of the Fire District for the performance of personal services; and

11.1B.6.1.2 Contracts or purchases wherein expenditures are less than Fifty Thousand Dollars (\$50,000), provided such contracts or purchases shall be guided by the best interests of the Fire District procuring the goods and services as determined by the Board of Commissioners; and

11.1B.6.1.3 The procurement of personal or professional services to be performed by an independent contractor; and

11.1B.6.1.4 The procurement of an interest in real property; and

11.1B.6.1.5 The procurement of insurance; and

11.1B.6.1.6 The costs of participation in a joint powers agreement with other units of government.

11.1B.6.2 **The Procurement of Public Works Construction:** Procurement involving public works construction shall be in accordance with the provisions of Chapter 1A of this Title and Idaho Code Section 67-2805.

11.1B.6.3 **The Procuring Services or Personal Property:** Procurement involving an expenditure to purchase or lease personal property or to procure services, other than those services excluded pursuant to Section 5.1B.6.1 and Idaho Code Section 67-2803, shall be in accordance with the provisions of Idaho Code Section 67-2806.

11.1B.6.4 **Joint Purchasing Agreements – Not-For-Profit Associations:** As provided in Idaho Code Section 67-2807, this Fire District may enter into joint purchasing agreements with the State of Idaho or other political subdivisions and may participate in joint purchasing agreements through a joint purchase program established by any not-for-profit association of political subdivisions. Personal property procured pursuant to such joint purchase agreements shall be acquired in accordance with the provisions of this Chapter 28 of Title 67, Idaho Code, provided such authority does not preclude or limit Fire District from entering into purchase agreements as otherwise provided by statute. The Fire District may participate in a program established by any not-for-profit association of which they become a member to assist such political subdivisions in bidding and negotiating joint purchase contracts and discount purchase agreements. Participation in any such program does not obligate the Fire District to purchase goods or services through the program or through an agreement negotiated by the program administrator or its board.

11.1B.6.5 **Emergency Expenditures- Sole Source Expenditures:** In circumstances of an emergency and/or when there is a sole source expenditure the Fire District shall follow the provisions of § 67-2808, §as it applies.

11.1B.6.6 **Other Purchase Exemptions from the Procurement Law:** Other purchases which are exempted from the Procurement Law: [I.C. § 67-2803 (3-16)]

- (3) Disbursement of wages or compensation to any employee, official or agent of a political subdivision for the performance of personal services for the political subdivision;
- (4) Procurement of personal or professional services to be performed by an independent contractor for the political subdivision;
- (5) Procurement of an interest in real property;
- (6) Procurement of insurance;
- (7) Costs of participation in a joint powers agreement with other units of government;
- (8) Procurement of used personal property by irrigation districts, drainage districts and their boards of control;
- (9) Procurement from Federal government general services administration (GSA) schedules or federal multiple award schedules (MAS); or
- (10) The acquisition Procurement of personal property or services through contracts entered into by the division of purchasing of the department of administration of the state of Idaho;
- (11) Procurement of goods for direct resale;
- (12) Procurement of travel and training;
- (13) Procurement of goods and services from Idaho correctional industries;
- (14) Procurement of repair for heavy equipment;
- (15) Procurement of software maintenance, support and licenses of an existing system or platform that was bid in compliance with state law;
- (16) Procurement of public utilities;

11.1B.7 **Public Auction Purchase Authorization:** The Board of Commissioners may, preauthorize the purchase of equipment at a public auction, by motion or resolution in an open meeting. [I.C. § 67-2803 (18)]

11.1B.8 **Request for Proposals:** The Board of Commissioners may determine [as provided in Idaho Code Section 67-2806a] to use a request for proposal process as an alternative to the competitive bidding process as provided in Chapter 1C of this title and in accordance with the following:

11.1B.8.1 The Board of Commissioners shall first determine that:

- Fixed specifications might preclude the discovery of a cost-effective solution; or
- A specific problem is amenable to several solutions; or
- Price is not the sole determining factor for selection.

11.1B.8.2 In regard to the District's intentions to procure goods or services, factors which may be considered in the evaluation of vendors in a request for proposal process may include but are not limited to the following as may be relevant:

- An innovative solution that is offered;
- Unique product features;
- Price;
- Vendor experience in the market;
- Financial stability of a vendor;
- Differences among vendors in their ability to perform contract requirements in a timely or efficient manner;
- Ability to meet product specifications;
- Product quality;
- Product performance records;
- Past performance by a vendor;
- Future product maintenance or service requirements; and
- Product warranties.

11.1B.8.3 A request for proposal shall state the instructions of the process, the scope of work for the goods or services contemplated, the selection criteria, contract terms and the scoring methodology applying relative weights to factors considered.

11.1B.8.4 Notification, solicitation and consideration of contests concerning the award of procurement pursuant to a request for proposal shall be in accordance with the minimum requirements established in section 67-2806, Idaho Code, subject to the selection criteria established at the outset of each such procurement. Records compiled in the scoring process shall be made available for public inspection when a procurement recommendation is made to the governing board.

Chapter 1C  
Non-Professional Service and Personal Property Procurement

- 11.1C.1 **General Provisions: Documentation of Award to Lowest Responsible and Responsive Bidder or Offeror:** All contracts or award of bids, except for Request for Proposal pursuant to 11.1B.8, shall be awarded to the lowest responsible and responsive bidder, with all costs to the Fire District considered. In any instance in which a bidder is declared non-responsible or non-responsive, and therefore ineligible for award as the lowest responsible or responsive bidder, the record shall reflect the basis for the determination.
- 11.1C.2 **Purchasing and Contracting:** All purchasing and contracting shall be accomplished in the best interests of the Fire District and in accordance with State Law and Fire District Procurement Policy.
- 11.1C.2.1 The Fire Chief shall be responsible for anticipating needs in a timely fashion in order to consolidate and expedite procurement of the same type of supplies or construction contracts.
- 11.1C.3 **Authority to Make Awards for Contracts [\$50,000 or less], Reject Bids or Offers, and Proceed in the Event of No Bids or Offers:** Contract awards for expenditures contemplated to be under \$50,000 or when no bids or offers are received shall be approved as follows:
- 11.1C.3.1 By the Fire Chief, upon approval of the Commissioners, for contracts of \$50,000 or less and in circumstances where no bids or offers are received after solicitation for bids or bid notice has been given.
- 11.1C.3.2 **Award of Identical Bids:** If two (2) or more bids for a contemplated purchase are the same and the lowest responsible bids, the Commissioners may accept the one they choose. If the identical bids, the bid shall be awarded to the firm, if any, having a significant Idaho presence as defined in Idaho Code Section 67-2349 I.
- 11.1C.4 **Written Contracts:** All contracts shall be in writing and shall be approved prior to execution as to form and content by the Fire Chief, and District Attorney, with final approval resting with the Board of Commissioners.
- 11.1C.5 **Expenditure Time:** To determine the appropriate bid method for accomplishing the expenditure, the period over which funds are to be expended shall be calculated as either one year, or the exact time period, as specified by the bid documents or the contract.
- 11.1C.6 **Formal Bidding Estimated Expenditure Exceeds \$100,000:** All contemplated non-professional service and personal property expenditures, except as otherwise provided herein [including Piggy Back Bid], with an estimated cost in excess of \$100,000, the amount defined in Idaho Code Section 67-2806, shall be awarded through open competitive sealed bid procedures in compliance with the Idaho Code and District Procurement Policy.

11.1C.6.1 **Invitation for Bids.** An Invitation for Bids shall be issued and shall include a purchase description and all contractual terms and conditions applicable to the procurement.

11.1C.6.2 **Public Notice.** Adequate public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with Idaho Code Section 67-2806.

11.1C.6.2.1 Example of Bid Notice: **General Bid Specifications [Appendix 11.1C.6.2.1]**

11.1C.6.3 **Bid Security.** The District may require bid security, if deemed appropriate by the Fire Chief and Treasurer, to guarantee execution of a contract by the bidder. Bid security, if required by the District, shall be an amount equal to at least five percent (5%) of the amount bid. Bid security shall be in the form of cash, cashier's check made payable to the District, certified check made payable to the District, or a bidder's bond executed by a qualified surety company, made payable to the District. If required, a bid shall not be considered unless one (1) of the forms of bid security is enclosed with it or otherwise submitted prior to bid opening.

11.1C.6.4 **Bid Opening.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. All bidders have the right to be present at said bid opening. The amount of each bid, and such other relevant information as may be specified, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection.

11.1C.6.5 **Bid Acceptance and Bid Evaluation**

11.1C.6.5.1 Bids, if accepted, shall be unconditionally accepted without alteration or correction, except as authorized by this Chapter. Typographical errors, errors in mathematical computation, and other errors of non-substantive nature may be corrected by stipulation between the Fire District and Vendor prior to award. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose and upon other criteria in the best interests of the Fire District. Those criteria that will affect the bid price and be considered in evaluation for award shall be, as far as reasonable, objectively measurable, such as discounts, transportation costs, and total or life cycle costs and shall be added to the bid price to determine the low, responsible bidder.

- 11.1C.6.5.2 **Multi-Step Sealed Bidding.** When it is considered impractical to initially prepare a purchase description to support an award based on price, and if consistent with funding sources, a Request for Proposals may be issued requesting the submission of un-priced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation. This process may be used to purchase very technical or specialized products/services.
- 11.1C.6.5.3 **Award of Bids.** The award of Formal Bids shall be by the Commissioners to the qualified bidder submitting the lowest bid price complying with bidding procedures and meeting specifications for the goods and/or services sought to be procured.
- 11.1C.6.5.4 In its discretion, the Commissioners may reject all bids presented and re-bid, or the Commissioners may, after finding it to be a fact, pass a resolution declaring that the goods or services may be procured more economically on the open market.
- 11.1C.6.5.5 If the Commissioners choose to award a formal bid contract to a bidder other than the apparent low bidder, the Commissioners shall declare its reasons on the record and communicate such reasons in writing to all who have submitted a competing bid.

11.1C.7 **Informal Bidding Estimated Expenditure Exceeds \$50,000 and less than \$100,000:** All contemplated non-professional service and personal property expenditures, except as otherwise provided herein [including Piggy Back Bid], with an estimated cost in excess of \$50,000, but less than \$100,000, the amounts defined in § 67-2806(1) Idaho Code, shall be awarded through solicitation for bid procedures in compliance with the Idaho Code and District Procurement Policy.

- 11.1C.7.1 **Solicitation for Bids.** A solicitation for bids shall be supplied to not less than three (3) vendors by either electronic or physical deliver and shall describe the personal property or services to be purchased or leased in sufficient detail to allow the vendor to understand what is being procured.
- 11.1C.7.2 **Requirements.** The solicitation for bids shall describe the authorized methods for bid submittal, the dated and time by which a bid proposal must be received by the District secretary and shall provide a reasonable time to respond to the solicitation, provided that except in an emergency, such time shall not be less than three (3) days.
- 11.1C.7.3 **Bid Opening and Award.** When written bid have been received, they shall be compiled and submitted to the Commissioners or their authorized official, which shall approve the responsive bid proposing the lowest procurement price or reject all bids and re-solicit as before.

11.1C.7.4 **Non-award.** If the Commissioners find that it is impractical or impossible to obtain three (3) bids for the proposed procurement, the District may acquire the property in any manner the District deems fit from a qualified vendor quoting the lowest price. When fewer than three (3) bids are considered, a description of the efforts undertaken to procure at least three (3) bids shall be documented and maintained for at least six (6) months after such procurement is made.

## Chapter 1D Professional Service Contracts for Engineers, Architects, Construction Managers and Professional Land Surveyors

11.1D.1 **Policy Application:** This section concerns and applies to the securing of professional Engineering, Architectural, Landscape Architecture, and Construction Management and Professional Land Surveying services as defined in Idaho Code Section 67-2320 and shall be referred and cited as the “Professional Services Procurement Policy.”

### 11.1D.2 **Statutory Authority**

11.1D.2.1 The Fire District is subject to the provisions of Idaho Code Section 67-2320 which provides that all political subdivisions of the State of Idaho [which includes Fire Districts] and their agents shall make selections for professional engineering, architectural, landscape architecture, construction management and professional land surveying services on the basis of qualifications and demonstrated competence and are to then negotiate contract for those services based upon demonstrated competence and qualifications at fair and reasonable prices; and

11.1D.2.2 Idaho Code Section 67-2320 provides certain minimum statutory guidelines when the professional service fee is anticipated to exceed twenty-five thousand and No/100 Dollars [\$25,000.00] and for circumstances when the professional service fee is anticipated to be less than twenty-five thousand and No/100 Dollars [\$25,000.00]; the said statute provides the political subdivision may establish its own guidelines; and

11.1D.2.3 It is the intent and purpose of the Board of Commissioners of this Fire District, pursuant to the provisions of Idaho Code Section 67-2320, to establish the following policy for the selection and securing of such professional services governed under I.C. § 67-2320.

11.1D.3 **Definitions:** As used in this section:

11.1D.3.1 **Fire Chief:** means and refers to the duly appointed Fire Chief of this District or designee.

11.1D.3.2 **Firm:** means and refers to a firm or person offering professional services as defined herein.

11.1D.3.3 **Fire District:** means and refers to Eagle Fire Protection District.

- 11.1D.3.4 **Professional Services:** means and refers to Engineering, Architectural, Landscape Architecture, and Construction Management and Professional Land Surveying services including services by persons licensed pursuant to Chapters 3, 12, 30 and 45, Title 54, Idaho Code.
- 11.1D.3.5 **PSA or Agreement:** means and refers to a Professional Services Agreement or contract between the Fire District and the professional services provider (firm).
- 11.1D.3.6 **RFP:** means and refers to a Request for Proposals.
- 11.1D.3.7 **RFQ:** means and refers to a Request for Qualifications.
- 11.1D.3.8 **Secretary:** means and refers to the duly appointed Secretary of the Fire District or designee.
- 11.1D.3.9 **SOQ:** means and refers to a Statement of Qualifications.
- 11.1D.4 **Basis for Obtaining Professional Services:** All professional services obtained by the Fire District shall be based on demonstrated competence and qualifications of the firm(s) or person(s).
- 11.1D.5 **Request for Proposals Notice:** When the anticipated total professional service fee is in excess of twenty-five thousand dollars (\$25,000), the District shall publish notice in accordance with Idaho Code Section 67-2320 requesting statements of qualifications and performance data.
- 11.1D.6 **Fees Anticipated to Not Exceed \$25,000:** When the anticipated Professional Services fee are less than \$25,000, selection based on the evaluation of a single firm's or person's qualifications is permitted in order to facilitate timely response to small projects at the discretion of the Fire Chief.
- 11.1D.7 **Procedural Guidelines:** The following guidelines shall be used to determine the RFQ method for a minimum number of firm(s) to be considered based on the anticipated Professional Services fees.
- | Anticipated Fee | RFQ Method(s)                                 | Minimum # Considered | Contract Approval      |
|-----------------|---|----------------------|------------------------|
| \$0 - \$25,000  | Direct Request;<br>Consultant Roster          | 1                    | Fire Chief             |
| \$25,000 +      | Published Public Notice;<br>Consultant Roster | 3                    | Board of Commissioners |
- 11.1D.8 **Request for Qualifications (RFQ):** Statements of Qualifications shall be solicited in one of the following ways:

- 11.1D.8.1 **Published Public Notice:** A RFQ will be published by the Secretary twice in at least one official newspaper in general circulation within Ada, Gem and Boise County [I.C. §§ 67-2320 (2) (g) and 40-907 and 67-5711C] with the first being published at least two (2) weeks before the date of selection, with the second notice to be published in the succeeding week at least seven (7) days before the selection, one week apart, with the first publication at least fourteen (14) days before the date of opening the proposals. The RFQ will include a description of the project, required services, proposal content (including a description of firm, experience, personnel, and for specific projects a project approach and project schedule shall be included), selection criteria, Fire District contact name and phone number, and proposal deadline. No request for qualifications will be published without authorization of the Board of Commissioners. The Secretary may also solicit SOQ from firms or persons by sending them a copy of such notice. See **“Notice of Request for Qualifications”** and **“Request for Qualifications”**
- 11.1D.8.2 Direct Request: A SOQ may be requested directly from a firm or person by the Fire Chief for consideration of their competency and qualifications for the project.
- 11.1D.9 **Selection Criteria:** Selection of professional services shall be based on the criteria developed by the Fire Chief for the project and included in the RFQ. See **“Consultant Proposal Evaluation Criteria”** [Forms Book] for additional guidance in evaluating the referenced criteria. The criteria shall include the following, but additional criteria may be included for specific projects:
- 11.1D.9.1 Firm History and Capability to Perform Project.
  - 11.1D.9.2 Relevant Project Experience.
  - 11.1D.9.3 Qualifications of Project Team Members.
  - 11.1D.9.4 Familiarity with Area and Project.
  - 11.1D.9.5 Project Approach; and
  - 11.1D.9.6 Schedule.
- 11.1D.10 **Selection Procedure:** Where consideration of a single firm’s qualifications is permitted by this policy, the Fire Chief shall evaluate the qualification to determine that the firm or person is qualified to perform the anticipated services.
- 11.1D.10.1 When consideration of more than one firm’s qualifications is required by this policy, the qualifications shall be reviewed by at least three (3) persons selected by the Fire Chief, one of which may be the Fire Chief. A person not on Fire District staff may be selected as determined by the Fire Chief.
  - 11.1D.10.2 The reviewers shall review the SOQ and may meet to discuss the qualifications. The references provided in the SOQ may be checked and the results provided to the reviewers for consideration.

11.1D.10.3 Interviews may be conducted as part of the selection procedure at the sole discretion of the Fire District Commissioners. When interviews are to be conducted and the number of firms submitting SOQ exceeds three (3), the evaluation and ranking of SOQ shall be used to determine the ranking for invitations to interview. At least three (3) firms shall be interviewed. When interviews are to be conducted and the number of firms submitting SOQ is less than three (3), all firms submitting shall be interviewed and no initial evaluation and ranking of SOQ is necessary. The reviewers shall evaluate the firms based upon their SOQ and information provided at the interview. Each reviewer shall complete an “**Evaluation Form**” [see Forms Book] listing each firm considered and the reviewers’ evaluation of that firm against the selection criteria. Each reviewer shall rank the firms in order of preference. The rankings of each reviewer shall then be combined to determine a final ranking. When contract approval of the Board of Commissioners is required in accordance with Section 11.1D.12 of this Policy, the final ranking shall be forwarded to the Board of Commissioners with a recommendation.

11.1D.10.4 The Board of Commissioners may request to have presentations from the highest ranked firm or firms as they determine before authorizing the Negotiations process. The Board of Commissioners will determine their intended process prior to receiving proposals in those circumstances when notice is published, and the process will be included in the public notice.

11.1D.11 **Negotiations:** The Fire Chief shall initiate negotiations for an agreement with the highest ranked firm, based on the selection procedure. Negotiations shall be to perform the project services at a price determined by the Board of Commissioners of the Fire District to be reasonable and fair to the public considering the estimated value, the scope, and nature and complexity of the services. If unable to negotiate a satisfactory agreement, negotiations shall be formally terminated by notifying the firm in writing by certified return receipt mail. Once negotiations have been formally terminated, negotiations with the next highest ranked firm may begin.

11.1D.12 **Contract Extension:** When the Fire District has previously entered into a Professional Services Agreement with a firm for an associated or phased project, an extended or new professional service agreement may be negotiated with that firm upon the recommendation of the Fire Chief and at the Board of Commissioners’ discretion. In this case, it is not necessary to conduct the qualifications evaluation and selection process.

11.1D.13 **Contract Approval:** The Fire Chief has the authority to authorize and bind the Fire District to a Professional Services Agreement up to an amount of \$25,000 when within a line item of the District’s budgeted appropriation. Only the Board of Commissioners has the authority to authorize and bind the Fire District to a Professional Services Agreement of \$25,000 or greater or exceeding a line item of an appropriation.

## Chapter 2 Emergency, Sole Source

11.2.1 **Emergency Procurement:** The Commissioners may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money if:

- 11.2.1.1 There is a great public calamity, such as an extraordinary fire, flood, storm epidemic or other disaster;
- 11.2.1.2 It is necessary to do emergency work to prepare for the national or local defense; or
- 11.2.1.3 It is necessary to do emergency work to safeguard life, health or property.
- 11.2.1.4 Upon making such a declaration of emergency, any sum required in the emergency may be expended without compliance with formal bidding procedures.

11.2.2 Sole Source

- 11.2.2.1 The Commissioners may declare that there is only one (1) vendor if there is only one (1) vendor for the personal property to be acquired. For purposes of this Section, "only one (1) vendor" shall refer to situations where, after surveying available sources, the Fire Chief concludes that there is only one source reasonably available, and shall include, but is not limited to:
  - 11.2.2.1.1 Where public works construction, services, or personal property is required to respond to a life-threatening situation or a situation that is immediately detrimental to the public welfare or property;
  - 11.2.2.1.2 Where the compatibility of equipment, components, accessories, computer software, replacement parts, or service is the paramount consideration;
  - 11.2.2.1.3 Where a sole supplier's item is needed for trial use or testing;
  - 11.2.2.1.4 Purchase of mass-produced movie, video, books or other copyrighted materials;
  - 11.2.2.1.5 Purchase of property for which it is determined there is no functional equivalent;
  - 11.2.2.1.6 Purchases of public utility services;
  - 11.2.2.1.7 Purchase of products, merchandise or trademarked goods for resale at a Fire District facility; or
  - 11.2.2.1.8 Any other situation deemed appropriate by the Fire Chief for sole source declaration.
- 11.2.2.2 Upon making a declaration that there is only one (1) vendor for public works construction, services, or personal property, unless the public works construction, services, or personal property is required for a life-threatening situation or a situation that is immediately detrimental to the public welfare or property, notice of a sole source procurement shall be published in the official newspaper of the District at least fourteen (14) calendar days prior to the award of the contract.
- 11.2.2.3 A sole source declaration made pursuant to this section may be made without an emergency declaration under section 11.2.1.

## Chapter 3 Surplus Property

- 11.3.1 **Surplus Property:** Surplus materials, supplies, equipment or personal and acquired for Fire District use and which is no longer required for Fire District use either because of obsolescence, deterioration, or other circumstances.
- 11.3.2 **Procedure for Sale and/or Disposition of Surplus Property:** The Fire Chief may recommend to the Board of Commissioners that certain identified personal property is no longer useful to the Fire District and provide an estimate of the value of the identified property and recommendation for disposition in conformity with the requirements of this Chapter. For property which the Board wishes to sell, the District shall conform to the following process: **[Appendix 11.3.2]**
- 11.3.2.1 The Board of Commissioners may then adopt a resolution declaring the property to be no longer; and
  - 11.3.2.2 In the event the property is personal property the Board shall determine whether or not the personal property exceeds ten thousand dollars (\$10,000.00) in value; and
  - 11.3.2.3 In the event the Board determines that the personal property exceeds ten thousand dollars (\$10,000.00) in value, the Fire Chief shall select two (2) independent individuals who have knowledge and the expertise to determine the value of the personal property which will be presented by the Fire Chief to the Board of Commissioners for approval. The property may then be sold at public or private sale to the highest bidder for cash at not less than its minimum valuation, after due notice. If the property cannot be sold for the minimum valuation after reasonable efforts have been completed, then the Board may then sell the property for adequate and valuable consideration as determined by the Board.
    - 11.3.2.3.1 The individuals selected to assess the value of the property are not eligible to acquire that property from the District.
  - 11.3.2.4 In the event the determined value of the property is less than \$10,000.00, the same may be sold without appraisal, notice, or competitive bids as the Fire Chief may determine; and
  - 11.3.2.5 In the event the property is real property it shall be appraised by a certified appraiser who shall be selected by the Fire Chief; and may then be exchanged for other real property of equivalent value as determined by the board or sold at public or private sale to the highest bidder for cash at not less than its appraised value, after due notice. If the real property cannot be sold for the appraised value after reasonable efforts have been made, the board may then sell the property for adequate and valuable consideration as determined by the board.
  - 11.3.2.6 Sale or transfer to qualifying government subdivisions shall be conducted in accordance with the requirements of Idaho Code Sections 67-2322 through 67-2324.

- 11.3.3 Should the Board of Commissioners determine that real or personal property belonging to the District shall be transferred or sold to the federal government, the state of Idaho or another government subdivision of the state of Idaho pursuant to the provisions of Idaho Code Sections 67-2322 through 67-2324, and Idaho Code Section 31-1420(7) either for and/or without consideration the following procedure shall be followed:
- 11.3.3.1 The Board shall adopt a resolution that the grant or exchange of property is in the public interest at a regular or special meeting of the Board.
  - 11.3.3.2 Prior to any such conveyance or transfer, a written agreement shall be made between units of government or districts for a conveyance or transfer of real or personal property from one to the other with or without consideration.
  - 11.3.3.3 For conveyances in excess of \$10,000, notice shall be published in a newspaper having general circulation in county or counties in which each unit of government is located at least twice, the first publication thereof to be not less than fifteen (15) days preceding the day of sale and the last publication of notice shall be made not less than five (5) days prior to each meeting. Each such notice shall describe the property to be sold or transferred (legal description, if real property), the appraised value thereof (by separate items, if so appraised), and specifying the time, place, and conditions of sale, and the time and place of the next regular or special meeting of each respective unit at which time the governing board of such units propose to ratify the agreement required for transfer by this Title.
  - 11.3.3.4 No agreement entered into pursuant to this Title for conveyance, transfer or exchange of real or personal property between units of government or districts shall be valid unless said agreement shall be approved after notice as provided herein by a two-thirds (2/3) vote of each governing body, except no such approval shall be required from the United States or the state of Idaho.

## Chapter 4 Independent Contractors for Personal Services Exceeding \$10,000

- 11.4.1 At such time as the Board of Commissioners enters into a personal service contract with an independent contractor which is over ten thousand dollars (\$10,000.00) in annual payment the following shall then occur:
- 11.4.1.1 Notice: The District Secretary shall then cause notice to be published within fifteen (15) days of the date the Board of Commissioners enters into the personal service contract.
  - 11.4.1.2 The Notice shall be published in the official paper once within 15 days of entering contract. **[I.C. § 59-514 (1)]**
  - 11.4.1.3 The Notice shall be substantially in the form provided in **Appendix 11.4.1.3**.
  - 11.4.1.4 Personal Service is defined by Idaho Code Section 59-514 (2) as follows:
    - (2) "Personal service" means performance for remuneration by an individual on a specified contractual basis of specialized professional or consultive expertise germane to administration, maintenance or conduct of governmental activities which require intellectual or sophisticated and

varied services, dependent upon facilities, invention, imagination or a specific talent which the state or the taxing entity itself cannot provide or accomplish.

# Title 12 Records

## Chapter 1

### Title, Authority, Findings and Guidelines

12.1.1 **Title:** Eagle Fire Protection District Records Definitions, Classification, Retention, Custody Control and Access Policy

12.1.2 **Findings:** The Board of Commissioners designates custodian of records and finds that:

- 12.1.2.1 The Eagle Fire Protection District has and will continue to generate and receive various Fire District records; and
- 12.1.2.2 The Secretary is designated as the custodian of the records of the Fire District; except for the official records required by the provisions of the current International Fire Code as adopted by the State Fire Marshal for which the Fire Code Official is designated as custodian; and
- 12.1.2.3 It is in the best interest of the Fire District for the Commissioners to establish a policy and procedure for the maintenance, classification, retention and destruction of the Fire District's records; and
- 12.1.2.4 There is no specific statute which governs and proscribes the procedure and process for the classification and retention of Fire District records except for the provisions of the current International Fire Code [Section 104.6] as adopted by the State Fire Marshal; and
- 12.1.2.5 The state of Idaho's public records law at Idaho Code Section 74-101(13) defines a "Public record" as follows: *includes, but is not limited to, any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by any state agency, independent public body corporate and politic or local agency regardless of physical form or characteristics;* and
- 12.1.2.6 Idaho Code Section 74-102(16) of the Idaho Public Records Law provides that the District shall make designations a custodian for its public records inclusive of its public officials [employees] having custody of, control of or authorized access to the District's public records.
- 12.1.2.7 Idaho Code Section 31-871 [which applies to County records], while not legally applicable to this Fire District, provides guidance for policy considerations in this regard for records other than those governed under the provisions of the current International Fire Code [see Section 104.6] as adopted by the State Fire Marshal; and
- 12.1.2.8 Fire District records may include records in different formats, and some records will be subject to reproduction in response to public records requests and other records which will not be, and there is a need to provide guidelines and a policy for the maintenance, classification, retention and destruction of Fire District records to assure adherence to the law of the State of Idaho and to provide consistency.

### 12.1.3 Operational Guidelines

- 12.1.3.1 Fire District Commissioners and District staff are encouraged, when communicating on matters of Fire District business, to avoid personal or unrelated business communications; and
- 12.1.3.2 Fire District Commissioners and District staff are encouraged to maintain files and work folders for the storage of Fire District Records as is appropriate to the subject matter and separate from any other documents and/or communications unrelated to Fire District business; and
- 12.1.3.3 The Board of Commissioners' meeting agenda should include, as is reasonably necessary the:
  - 12.1.3.3.1 Classification of Fire District records as required under this Title; and,
  - 12.1.3.3.2 Approval of and/or the deletion of and/or destruction of Fire District records.
- 12.1.3.4 At such time as the Secretary notifies Commissioners and/or Fire District staff of the filing of any tort claim and/or other claim against the Fire District, such notice shall include a Do Not Destroy Records [**Appendix 12.1.3.4**] directive to Fire District Commissioners, staff and agents until thereafter authorized by the Commissioners.

## Chapter 2 Definitions

[Amended by Resolution 09-2020 Passed on 6/8/20]

Wherever used herein this Policy, the following terms [which may appear herein this Policy in the singular or the plural] shall have the following meaning, unless the context indicates to the contrary:

- 12.2.1 **District:** means and refers to this Eagle Fire Protection District a fire protection district organized and existing by virtue of the Fire Protection District Law [Chapter 14 of Title 31 Idaho Code] of the state of Idaho.
- 12.2.2 **District Official:** means and refers to any District elected official, commissioner, committee member, employee, agent or independent contractor while acting within the scope and course of their employment and/or authorization to conduct or administer the business of the District. means and refers to any District elected official, commissioner, committee member, employee, agent or independent contractor while acting within the scope and course of their employment and/or authorization to conduct or administer the business of the District.
- 12.2.3 **District Record:** means and refers to any writing, no matter what format, containing information relating to the conduct or administration of the District's business prepared, owned, used, delivered to or retained by the District.
  - 12.2.3.1 **Exceptions:** The following writings are not District Records:
    - Any writing drafted, recorded or received and retained by a District Official in their possession, not within the scope and course of their employment and/or their authorization to conduct or administer the

business of the District as long as such is not shared with any other District employee or agent or any other entity on behalf of the District. In the event any such record becomes a District Record it is herein classified as a Non-Retained Record.

- Personal notes created by a District employee or agent solely for their own use shall not be a public record as long as such personal notes are not shared with any other District employee or agent or any other entity on behalf of the District.

12.2.4 **Historical Records:** means and refers to records which, due to age or cultural significance, are themselves artifacts of historical value. Historical Records have enduring value based on the administrative, legal, fiscal, evidential or historical information they contain.

12.2.5 **Policy:** means and refers to this *Eagle Fire Protection District Records Definition, Classification, Retention, Custody, Control and Access Policy*.

12.2.6 **Writing:** means and refers to and includes, but is not limited to, handwriting, typewriting, printing, photostating, photographing and every means of recording, including letters, words, pictures, sounds or symbols or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums or other documents.

### Chapter 3

## Operational Policy and Guidelines for the Generation of Records in the Conduct and Administration of District Business

The following are the District policies and recommended operational guidelines for the creation and communication of District Records:

12.3.1 All District records are property of the District, and no District Official, elected, appointed or staff, [not including independent contractors who are subject to the terms and conditions of the contract with the District which supersede this Policy] shall have any personal or property right to such records even though he or she may have developed or compiled them.

12.3.2 The unauthorized destruction or removal of District Records which is not in accordance with the Policy is prohibited.

12.3.3 District Officials [not including independent contractors who are subject to the terms and conditions of the contract with the District which supersede this Policy] shall only generate District Records in the conduct or administration of the District's business, as they are authorized and only by the use of District equipment or other record producing and/or retaining modalities unless an emergency exists and District equipment or record producing modalities are not available. In such emergency instances, a copy of such record shall be delivered to the District Secretary for classification, retention and routing.

- 12.3.3.1 Any District Record, prepared, retained or received by any District Official [except for independent contractors] on equipment or other record producing and/or retaining modality which is not the District's, is presumed to be their personal record and is not in the conduct or administration of the District's business unless the same is otherwise delivered to the District.
- 12.3.3.2 District Officials are not to include personal Writing in their conduct or administration of District business using District equipment or other District record producing and/or retaining modality.

## Chapter 4 Records Classification

### 12.4.1 **Permanent and Indefinitely Retained Records** shall consist of:

- 12.4.1.1 **A Meeting Minutes Book:** All orders and decisions made by the Board of Commissioners and the proceedings at all regular and special meetings of the Board of Commissioners shall be contained in the meeting minutes book; and
- 12.4.1.2 **A Resolution Book:** All resolutions and adoption date of said resolutions will be contained in the resolution book.

### 12.4.2 **Permanent Records** shall consist of, but not be limited to, the following:

- 12.4.2.1 All proceedings of the Board of Commissioners, resolutions, building plans and specifications for commercial projects and government buildings, bond register, warrant register, budget records, general ledger, cash books and records affecting the title to real property or liens thereon, records under the custody of the Fire Code Official as governed under the provisions of the current International Fire Code [Section 104.6] as adopted by the State Fire Marshal, and other documents or records as may be deemed of permanent nature by the Board of Commissioners.

### 12.4.3 **Semi-Permanent Records** shall consist of, but not be limited to, the following:

- 12.4.3.1 All claims, contracts, canceled checks, warrants, duplicate warrants, license/permit applications, building applications for commercial projects and government buildings, departmental reports, purchase orders, vouchers, duplicate receipts, bonds and coupons, registration and other election records excluding election ballots and tally books, financial records, and other documents or records as may be deemed of semi-permanent nature by the Board of Commissioners.

### 12.4.4 **Temporary Records** shall consist of, but not be limited to, the following:

- 12.4.4.1 All correspondence not related to a record which is otherwise classified, building applications, plans, and specifications for non-commercial and non-government projects after the structure or project receives final inspection and approval, cash receipts subject to audit, election ballots and tally books, and other records as may be deemed temporary by the Board of Commissioners.

### 12.4.5 **Unclassified Records** shall consist of those records not classified by the Board of Commissioners.

### 12.4.6 **Non-Retained Records:** Include the following:

- 12.4.6.1 Identical copies of records maintained by the District Secretary; and
- 12.4.6.2 Drafts of any communication or document of any kind not sent or communicated to any person other than the originator; and
- 12.4.6.3 Communications, materials, and/or documents of any kind received from outside originators [sources other than District agents] which require no action and of which an identical copy is retained by the District Secretary; and
- 12.4.6.4 Communications, materials, and or documents which are not related to the conduct or administration of the District’s business; and
- 12.4.6.5 Communications, materials and or documents which are of the nature of incidental instructions, reminders or responses to the same and which do not include any substantive information related to the conduct or administration of the District’s business.
- 12.4.6.6 Draft documents originated by District Officials which are the subject of official approval either by the District Commissioners, Fire Chief or by a District official.

12.4.6.6.1 As a guideline, it is recommended that draft documents submitted for approval contain a header with the following language:

CAUTION: This DRAFT document has been prepared for consideration and is the subject of approval authority of either the District Commissioners or District official and is therefore not an official record relating to the conduct or administration of the District’s business. Approved documents do not contain this Caution header.

12.4.7 **Exempt from Disclosure Fire District Records** shall consist of Fire District Records no matter how otherwise classified which qualify as exempt from public records disclosure under the provisions of Idaho Code Sections 74-104 to 74-107.

## Chapter 5 Records Retention

12.5.1 The provisions of this Section shall control the classification and retention schedules of all Fire District Records, unless otherwise provided in Idaho Code or any applicable federal law.

12.5.2 Fire District Records shall be retained as follows:

- 12.5.2.1 **Permanently and Indefinitely Retained Records** shall be retained permanently and indefinitely.
- 12.5.2.2 **Permanent Records** shall be retained for not less than ten (10) years with the exception of records under the custody of the Fire Code Official as governed under the provisions of the current International Fire Code [Section 104.6] as adopted by the State Fire Marshal as long as the structure or activity to which such records relate remains in existence.
- 12.5.2.3 **EMS Records** will be retained as follows:

- 12.5.2.3.1 EMS Records shall be retained for not less than seven (7) years [includes sufficient time for audit purposes]; and
- 12.5.2.3.2 EMS Records involving the care and/or services to persons under the age of eighteen (18) years a minimum of seven (7) years; and
- 12.5.2.3.3 EMS Records involving the care and/or services to persons who are thirteen (13) years of age or younger, records shall be retained for an additional year for each year said person was younger than the age of thirteen (13) years [i.e. EMS Records for the care and transport of a ten-year-old will be retained for ten (10) years].
- 12.5.2.4 **Semi-Permanent Records** shall be kept for not less than five (5) years after the date of issuance or completion of the matter contained within the record.
- 12.5.2.5 **Temporary Records** shall be retained for not less than two (2) years.
- 12.5.2.6 **Unclassified Records** are retained until their destruction is authorized by the Board of Commissioners.
- 12.5.2.7 **“Non-Retained Records”** are not retained and may be destroyed a District officials, employees or agents at any time unless a “Do-Not-Destroy Order” is issued by the Secretary.
- 12.5.2.8 **Authorized Destruction:** Except for Non-Retained Records District records may only be destroyed after their classification retention period by resolution of the Board of Commissioners after regular audit and upon the advice of the District Secretary and District Attorney [**Appendix 12.5.2.8a Form**]. A resolution ordering destruction must list in detail records to be destroyed. Authorized destruction shall be under the direction and supervision of the Secretary of the Fire District. [**Appendix 12.5.2.8b Form**]
- 12.5.3 **Do Not Destroy Directive:** At such time as the District Secretary notifies Commissioners and/or District Officials of the filing of any tort claim and/or other claim against the District, such notice shall include a *Do Not Destroy Records* directive to the Commissioners, Chief, District Officers, Employees and Agents until thereafter authorized by the Commissioners.
- 12.5.4 **Destruction of Records:** District Records [except for Unclassified and Non-Retained Records] may only be destroyed after their classification retention period by resolution of the District Council after regular audit and upon the advice of the District Secretary and the District administrator, as the case may be, and the District Attorney.
  - 12.5.4.1 Prior to destruction of Permanent Records, the District Secretary shall provide written notice, including a detailed list of the Permanent Records proposed for destruction, to the Idaho State Historical Society thirty (30) days prior to the destruction of any records.
  - 12.5.4.2 A resolution ordering destruction must list, in detail, records to be destroyed. Authorized destruction shall be under the direction and supervision of the District Secretary.
  - 12.5.4.3 The District Commissioners’ meeting agenda should include, as is reasonably necessary, to:
    - 12.5.4.3.1 Classify District Records as required under this Policy; and

12.5.4.3.2 Approve the deletion and/or destruction of District Records.

12.5.4.4 The provisions of this section shall control the classification and retention schedules of all District Records, except for Permanently and Indefinitely Retained Records, Unclassified Records and Non-Retained Records unless otherwise provided in Idaho Code or any applicable federal law or unless in this Policy provided otherwise.

## Chapter 6 Electronic and Audio Records

12.6.1 **Retention:** Records of the Fire District originated and/or received in electronic format:

12.6.1.1 Are classified and retained for the same length of time as paper documents would be retained having the same content; and

12.6.1.2 May be retained in electronic format or may be printed and retained in hard copy or micro-filmed and, in the event electronic format records are printed and retained in hard copy or micro-filmed, such records do not need to be retained in both electronic and printed formats.

12.6.2 **E-mail Guidelines:** Records of the Fire District originated and/or received in e-mail format:

12.6.2.1 Commissioners and Fire District staff are encouraged to either save e-mail, within sixty [60] days of its receipt, by printing and retaining a hard copy or micro-filming and/or saving the same in electronic format in an appropriate subject matter work folder and once this is completed to then delete the same from the e-mail folder.

12.6.2.2 The responsibility for the retention of e-mail is subject to the following Fire District guidelines:

12.6.2.2.1 Retention of e-mail originated by Fire District staff is the responsibility of the originator;

12.6.2.2.2 Retention of e-mail received by Fire District staff, which originated from persons other than the Fire District Commissioners or staff is the responsibility of the Fire District Commissioner or staff who received it, unless another Fire District Commissioner or staff is designated to respond to it, in which case the responder is responsible for retaining both the original e-mail message and the response.

12.6.3 **Audio Records:** Includes any recording of sounds, whether on tape or CD or digitally recorded or electronically or digitally reformatted, and include audio records of general and special business meetings of the Board of Commissioners and audio tapes of public hearings, voice mail, and any other audio records.

12.6.3.1 Audio Records of the District originated and/or received are classified and retained in accordance with the provisions of Chapter 4 of this Title.

- 12.6.3.2 Audio Records of the District originated and/or received in a recording format may also be converted to an electronic format or may be transcribed and retained in hard copy. In the event Audio Records are converted to an electronic format or are transcribed and retained in hard copy, such records are not required to be retained in both audio format and electronic format and may be retained in the format as determined by the Secretary subject to approval by the Board of Commissioners.
- 12.6.3.3 Retention of Audio Records originated by a District official is the responsibility of the originator until delivered to the District Secretary for retention.
- 12.6.3.4 Retention of audio records received by a District official, which is originated by persons other than a District official, is the responsibility of the District official who received it, unless another District official is designated to respond to it, in which case the responder is responsible for retaining both the original audio record and the response until the same are delivered to the District Secretary for retention.
- 12.6.4 **District Records Non-paper medium policy:** Under the Direction of the District Secretary, the District may reproduce, retain and manage District Records in a photographic, digital or other non-paper medium. The medium in which a document is retained shall accurately reproduce the record in paper form during the period for which the document must be retained and shall preclude unauthorized alteration of the document.
  - 12.6.4.1 If the medium chosen for retention is photographic, all film used must meet the quality standards of the American National Standards Institute (ANSI).
  - 12.6.4.2 If the medium chosen for retention is digital, the medium must provide for reproduction on paper at a resolution of at least two hundred (200) dots per inch.
  - 12.6.4.3 A record retained by the District in any form or medium permitted under this section shall be deemed an original public record for all purposes. A reproduction or copy of such record, certified by the District Secretary, shall be deemed to be a transcript or certified copy of the original and shall be admissible before any court or administrative hearing.
  - 12.6.4.4 Once a Semi-Permanent or Temporary Record is retained in a non-paper medium as authorized by this section:
    - 12.6.4.4.1 The original paper document shall be considered a duplicate of the record, and may be summarily disposed of or returned to the sender; and
    - 12.6.4.4.2 The provisions of this section related to retention and destruction of Semi-Permanent and Temporary Records and shall apply only to the record retained in the non-paper medium.
  - 12.6.4.5 Once a Permanent Record is retained in a non-paper medium as authorized by this section:

- 12.6.4.5.1 The original paper document shall be considered a copy of the record and may be destroyed after compliance with the provisions of this subparagraph. Prior to destruction of original paper documents, the District Secretary shall provide written notice, either by electronic or physical delivery, including a detailed list of the documents proposed for destruction to the Idaho State Historical Society. The Idaho State Historical Society shall have thirty (30) days after receipt of the notice to review the list and respond in writing, either by electronic or physical delivery, to the District Secretary identifying any documents that will be requested to be transferred from the District to the Historical Society for retention in the permanent records repository. Any documents that will not be transferred for retention in the permanent records repository may be destroyed. If the District Secretary receives no written response within thirty (30) days after the notice was received by the Historical Society, then the records proposed for destruction may be destroyed.
- 12.6.4.5.2 The provisions of this section related to retention of Permanent Records and shall only apply to the record retained in the non-paper medium.
- 12.6.4.6 Even if a Historical Record is retained in a non-paper medium as authorized by this section, the original paper record shall also be retained by the District in perpetuity, or it may be transferred to the Idaho State Historical Society's permanent records repository upon resolution of the District Commissioners.
- 12.6.4.7 Whenever any record is retained in a non-paper medium, the District Secretary shall maintain, throughout the scheduled retention period for such record, suitable equipment for displaying such record at not less than original size and for making copies of the record.
- 12.6.4.8 Whenever any record is retained in a non-paper medium, it shall be made in duplicate and the custodian thereof shall place one (1) copy in a fire-resistant vault or off-site storage facility, and shall retain the other copy in his/her office with suitable equipment for displaying such record at not less than original size and for making copies of the record.

## Chapter 7 Personnel Records Disclosure

Chapter reserved  
Resolution No. 13-2021, approve 10/13/2021  
Moved to District's Lexipol Policies and Procedures Manual.

## Chapter 8 Records Custody, Control and Access Designations

- 12.8.1 **Designation of Custodian of District Records:** Unless otherwise specifically provided in this Chapter and/or Policy Code, the Secretary is designated as the custodian of all Fire District public records and in the Secretary's absence the Secretary's Designee serves as the custodian.

12.8.2 **Designation of Officials with Control and Access to District Records:** Unless otherwise specifically provided in this Chapter and/or Policy Code, the following are the designations of Fire District Officials with physical control of Fire District public records and access to Fire District public records as set forth in this table:

**Designation Table of Fire District Public Records, Custody and Access**

Record Type	Control	Authorized Access
Permanently and Indefinitely Retain Records [see Eagle Fire Protection District Policy Code Section 12.4.1] [See Fire District Development Impact Fee Capital Trust Fund Eagle Fire Protection District Policy Code Section 12.3.1.3]	Secretary <ul style="list-style-type: none"> <li>• Minute Book</li> <li>• Resolution Book</li> </ul> Treasurer <ul style="list-style-type: none"> <li>• Fire District Development Impact Fee Trust Fund documents</li> </ul>	Any official of the District subject to obtaining permission from the officer with control.
Permanent Records [see Eagle Fire Protection District Policy Code Section 12.4.2]	Secretary: <ul style="list-style-type: none"> <li>• Proceedings of the board of commissioners, resolutions, records affecting the title to real property or liens thereon, and other documents or records as may be deemed of permanent nature by the Board of Commissioners.</li> </ul> Fire Code Official: <ul style="list-style-type: none"> <li>• Building plans and specifications for commercial projects and government buildings, records under the custody of the Fire Code Official as governed under the provisions of the current International Fire Code (Section 104.6) as adopted by the State Fire Marshal,</li> </ul> Treasurer: <ul style="list-style-type: none"> <li>• Bond register, warrant register, budget records, general ledger, cash books</li> </ul>	Any official of the District subject to obtaining permission from the official with control.
Semi-Permanent Records [see Eagle Fire Protection District Policy Code Section 12.4.3]	Secretary regarding: <ul style="list-style-type: none"> <li>• Claims, contracts, election records</li> </ul> Treasurer regarding: <ul style="list-style-type: none"> <li>• Canceled checks, warrants, duplicate warrants, purchase orders, vouchers,</li> </ul>	Any official of the District subject to obtaining permission from the official with control except for claims under investigation for correspondence or Semi-Permanent Records that involve claims or attorney client privilege

	duplicate receipts, bonds and coupons, registration financial records	which also require permission of District attorney and the Board of Commissioners.
	Fire Code Official regarding: <ul style="list-style-type: none"> <li>• License/permit applications, building applications for commercial projects and government buildings, departmental reports.</li> </ul>	
Temporary Records [see Eagle Fire Protection District Policy Code Section 12.4.4]	Secretary: <ul style="list-style-type: none"> <li>• Correspondence not related to a record which is otherwise classified, and other records as may be deemed temporary by the Board of Commissioners.</li> </ul> Fire Code Official: <ul style="list-style-type: none"> <li>• Building applications, plans, and specifications for non-commercial and non-government projects after the structure or project receives final inspection and approval,</li> </ul> Treasurer: <ul style="list-style-type: none"> <li>• Cash receipts subject to audit</li> </ul>	Any official of the District subject to obtaining permission from the official with control except for claims under investigation for correspondence or Temporary Records that involve claims or attorney client privilege which also require permission of District attorney and the Board of Commissioners
Personnel Records	See Section 12.7.3.1 of this Policy Code	See Section 12.7.3 of this Policy Code

# Title 13

## Public Records Requests

### Chapter 1

#### Purpose and Authority

- 13.1.1 **Purpose of Chapter:** The Eagle Fire Protection District is subject to the Idaho Public Records Law which is codified in Chapter 1 of Title 74 Idaho Code. The law provides certain rights to inspect and copy public records that are defined therein and which law provides for certain exemptions from disclosure and authorizes certain fees to be imposed for the compliance with public records requests and which law provides and requires that certain procedures be followed in processing and responding to public records requests and this title is adopted in order to enable this District to comply with and to exercise its authority as provided in the Public Records Laws of the State of Idaho.
- 13.1.2 **Records Custodian:** The District Secretary and the Secretary's delegates are herein designated as the official custodian of the Records of this District.

### Chapter 2

#### Receipt and Processing

[Amended by Resolution 07-2020 Passed 6/8/20]

- 13.2.1 **Official Form:** The Public Records Request Form [**Appendix 13.2.1**] is hereby adopted pursuant to the authority of Idaho Code Section 74-102 (4).
- 13.2.2 **Procedure:** The following is set forth as a guideline to be followed in the receipt and processing of a public records request:
- 13.2.2.1 **Completion of Request Form:** Public records requests made to this District should be made when possible on the form provided and adopted as set forth in **Section 19.2.1**. This is to assist in the receipt and the processing of such requests and to assure the information about the requester as is authorized by Idaho Code Section 74-102 (4).
  - 13.2.2.2 **Receipt of Request Form:** All public records requests received by any employee and/or agent of this District shall initial and date the request and deliver the same immediately to the District Secretary and/or the Secretary's delegate for processing.
  - 13.2.2.3 **Determination of Request:** The District Secretary, in consultation with the District Fire Chief and/or Designee shall, upon receipt of public records request, first determine if the request shall be granted, granted in part, granted with special conditions and/or denied and/or if additional time is needed to process the request. In the event it is determined by the District Secretary and/or Delegate that a longer period of time [greater than three (3) working days] from the date of receipt of the request is needed to locate or retrieve the public records, the requester shall be so notified in writing that the request will be facilitated within ten (10) days of the receipt of the request.

- 13.2.2.3.1 The District Secretary, in the case of a request that is broad in scope, may provide the requester with information in order to help them narrow the scope of the request or to help the requester make the request more specific when the response is likely to include voluminous materials or involve more than two (2) hours of labor in order to respond to the request.
- 13.2.2.3.2 The District Secretary, when in receipt of multiple requests and when the Secretary reasonably believes that one or more requester is segregating the request into a series of request to avoid payment of fees, then in that event, the District Secretary shall make a finding of the same and provide notice to the requester(s) and may then proceed to aggregate such requests and, as appropriate, charge fees as provided in this policy for the response to the request.
- 13.2.2.3.3 The District Secretary shall determine, in the event it is reasonably anticipated that the response to the request will require the imposition of fees, whether or not those estimated fees must be paid in advance by the requester. When fees are tendered in advance, they shall be credited to the Fire District's general fund and, in the case the advance payment exceeds the Fees charged, the difference shall be returned to the requester.
- 13.2.2.4 **Determination of Exemption:** In the event the District Secretary in consultation with the District Fire Chief/delegate determines that the request may include records which are exempt under Idaho Law, the District Fire Chief shall immediately notify the District's Attorney for an opinion.
- 13.2.2.5 **Notification:** The Requester shall be notified using the District's Form request [see **Section 19.2.1**] within three (3) working days of receipt of the request by the District.
- 13.2.2.6 **Personal Data Identifiers:** The following governs issues involving public records responses and personal data identifiers in those records:
- Social Security Numbers are always redacted.
  - The following personal data identifiers for an individual may be disclosed only in the following redacted format:
    - ✓ Minor children by their initials
    - ✓ Dates of birth in substantially the following format: "XX/XX/birth year";
    - ✓ Any financial account by showing the last four (4) digits of a financial account number in substantially the following format: "XXXXX1234";
    - ✓ Any driver's license by showing the last four (4) digits of a driver's license number or state-issued personal identification card number in substantially the following format: "XXXXX350F"; and
    - ✓ Any employer identification number or business taxpayer identification number by the last four (4) digits of that number.

### 13.2.3 Facilitation of Public Records Requests:

- 13.2.3.1 **No Inquiry:** No inquiry of any person who applies for a public record shall be made, except to verify the identity of a person requesting a personnel record [which is otherwise exempt a person requesting a record in accordance with Idaho Code Section 74-113].
- 13.2.3.2 **Prevention of Alteration to Original:** If the request is to inspect original documents the Secretary and/or Delegate shall take such reasonable steps as is required to assure and prevent alteration of any public record produced.
- 13.2.3.3 **Regular Office/Working Hours:** Requesters shall be extended all reasonable comfort and facility for the full exercise of the right granted but the examination of public records must be conducted during regular office or working hours unless the Secretary and/or Delegate shall authorize examination of records in other than regular office working hours. In this event the requester shall be charged the reasonable compensation of the Secretary and/or Delegate and/or Designee who facilitates the request at other than working hours which must be paid in advance.
- 13.2.3.4 **Fees Allowed:** The Secretary and/or Delegate shall charge public record production fees as provided in this title in advance of the production of the public record.

## Chapter 3 Public Records Copying Fees

- 13.3.1 **Adoption of Copying Fees:** The Board of Commissioners does hereby exercise its authority to adopt public records copying fee schedule pursuant to **Idaho Code Section 74-102 (b)**.
- 13.3.2 **Actual Costs:** It is found that the Public Records Copying Fee Schedule, herein adopted, reflects the actual costs incurred by this District for the copying of the record excluding administrative and labor costs resulting from location and providing a copy of the public record except for the fees herein provided for requests of more than one hundred (100) pages or requests which include records from which nonpublic information must be deleted or when actual labor associated with locating and copying documents exceeds two (2) persons hours.
- 13.3.3 The following Public Records Request Fee Schedule is adopted:
  - 13.3.3.1 Certification of Records are \$1.00 per certification.
  - 13.3.3.2 Copying Costs are \$0.10 per page for all copies in excess of one hundred (100) pages.
  - 13.3.3.3 Attorney review time for exemption or redactions at \$150.00 per hour.
- 13.3.4 **Labor Costs Allowed:** Labor costs for requests involving more than two (2) hours of labor in responding but not including time for preparing the first one hundred (100) copies, or requests which include records from which non-public information must be deleted or when actual labor associated with locating and copying documents exceeds two (2) person hours of \$15.00 per hour, being the hourly rate for the administrative staff time and at the hourly rate of \$150.00 per hour for Fire District Counsel, in the event the response to the request involves redactions to be made by the Fire Districts attorney.

- 13.3.5 **Duplication Fees Allowed:** Duplication of computer tape, computer disc, microfilm or similar or analogous record system: actual costs incurred by District for duplication.
- 13.3.6 **Exemption from Fee:** No fee for labor or copying for public records requests shall be charged a requester in the event the requester demonstrates that the requester's examination and/or copying of public records that:
- 13.3.6.1 It is likely to contribute significantly to the public's understanding of the operations or activities of the government; and
  - 13.3.6.2 It is not primarily in the individual interest of the requester including, but not limited to, the requester's interest in litigation in which the requester is or may become a party; and
  - 13.3.6.3 It would not otherwise occur because the requester has insufficient financial resources to pay such fees.

# Title 14 Tort Claims

## Chapter 1 Service of Tort Claims

[Amended 14.1.1 by Resolution 05-2020, Passed on 5.13.20]

- 14.1.1 **Idaho Code Requirements:** Idaho Code Section 6-906 provides and requires that all tort claims [claims for money damages arising out of a claim of negligence or otherwise wrongful acts or omissions governed under Chapter 9 of Title 6 Idaho Code] against the Eagle Fire Protection District or an employee thereof for an act or omission of the employee acting within the scope and course of employment shall be presented to and filed with the Secretary of the Eagle Fire Protection District.
- 14.1.2 **Idaho Rules of Civil Procedure:** Idaho Rules of Civil Procedure Rule 4(d) (5) provides that service of process upon any government subdivision of the state of Idaho, which the Eagle Fire Protection District is, shall be made by delivering a copy of the summons and complaint to the chief executive officer or the secretary thereof unless a statute requires otherwise.
- 14.1.3 **Designation:** It is determined necessary and desirable to assure there is no mistake and/or inadvertence in the acceptance of service and the process of tort claims and summons and civil complaints made against this Fire District that a policy and designation be made by this Commission as to all matters of acceptance of service of tort claims and summons and civil complaints.
- 14.1.4 **Fire Chief/Secretary Authorized for Service.** No employee or officer or Commissioner or agent of the Eagle Fire Protection District is authorized to accept service of any tort claim and/or summons and civil complaint on behalf of the Fire District other than the Fire Chief, Secretary and/or the Secretary's designee, which designee shall be approved by the Commissioners.
- 14.1.5 **Fire District Chief as Chief Executive Officer for Service.** For all purposes of this section and Idaho Rules of Civil Procedure Rule 4(d)(4)(B), the Fire District Chief of the Eagle Fire Protection District or the highest-ranking officer in charge is hereby established as the Chief Executive Officer of this Fire District for all purposes of accepting service of process.

## Chapter 2 Process of Tort Claims

- 14.2.1 **Notification:** At such time as a tort claim and/or summons and complaint is properly served upon the Fire Chief, Secretary or the Secretary's designee, he/she shall notify and provide a copy to the Fire District Chief, Commissioners, the Fire District's Attorney and the Fire District's liability insurance carrier and shall issue a Do Not Destroy Records directive pursuant to the Fire District's Records Policy.
- 14.2.2 **Idaho Statute:** Under law, the Commissioners have ninety [90] days from the date of service of the tort claim in which to respond. If no response is made, the tort claim is deemed denied as provided by Idaho Code Section 6-909.

14.2.3 **Secretary Duties:** The Secretary shall monitor the process of tort claims and summons and civil complaints.

14.2.4 **Investigation:** An investigation should be commenced in coordination with the Fire District's insurance carrier. All records created as a part of the investigation of a tort claim should be placed in a separate file designating the name of the claimant and labeled "Claim Investigation and Claims Evaluation File" and naming the designated custodian who manages that file.

# Title 15 Personnel

## Chapter 1 Application of Policy

15.1.1 **Application of Title 15 Personnel Policy:** The policies provided for in this Chapter apply to:

15.1.1.1 All employees of the Fire District who are not independent contractors excepting any contrary provisions of the Collective Bargaining Agreement.

## Chapter 2 Introduction to Public Employment

15.2.1 **THE ORGANIZATION IN WHICH YOU WORK:** Working for Eagle Fire Protection District (the “District”) may be somewhat different from any employer for which you may have worked in the past. The District is a governmental subdivision of the State of Idaho. The Eagle Fire Protection District Board of Fire Protection Commissioners (the “Board”) serves as a governing body for the District carrying out local legislative duties and fulfilling other obligations. The Board’s general policy for the District, and as such, has the primary authority to establish terms and conditions of employment with the District. The Board also appoints personnel to help carry out its administrative responsibilities.

As with all elected public officials, the Board is ultimately responsible to the voters of the District. The terms set forth in this booklet reflect public entity policy at the time of its printing, but they are subject to change at any time, without prior notice, and at the sole discretion of the Board.

Only the board has authority to establish general policy for the District employees and volunteers. Each employee and volunteer should recognize that he/she may serve as an employee or volunteer in the office of an elected or appointed official, he/she remains an employee or volunteer 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 Board. 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 and volunteers understand the relationship between policy adopted by the Board and department policy implemented by other elected officials.

15.2.2 **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:** All selection of District employees and volunteers and all personnel decisions including classification, transfer, discipline, and discharge, will be made without regard to, race, religion, gender, age, national origin, or non-job-related disability. No position, or class of positions will be closed to any individual except where a mental or physical attribute, gender, or age is a bona fide occupational qualification. It is the policy of the District to comply in all respects with the American with Disabilities Act. All obligations to application of the District’s policy in this regard shall be brought to the attention of the office of the chief executive, or in the case of objection to actions undertaken by the chief executive, to legal counsel for the entity.

- 15.2.3 **Veteran's preference:** The District will accord a preference to employment of veterans of the U.S. Armed Services in accordance with the provisions of Idaho Code Section 65-502 or its successor. In the event of equal qualifications for an available position, a veteran who qualifies for the preference pursuant to Idaho Code Section 65-502 or its successor will be employed.
- 15.2.4 **NEPOTISM PROHIBITION:** No persons shall be employed by the District when said employment would result in a violation of the anti-nepotism provisions found in the Idaho Code Section 59-701 or its successor. Any such appointment may be voided by the chief executive if not done voluntarily by the appointing official.
- 15.2.5 **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.

### Chapter 3 Employment Classification

#### **CLASSIFYING EMPLOYEES FOR POLICY PURPOSES:**

- 15.3.1 **Employee Classification:** The classification of position you hold with the District may affect the status of obligations or benefits associated with your employment. Any employee who is unsure of his/her classification should contact the Fire Chief to determine his/her classification. The primary classes of employees and their respective status is outlined as follows.
- 15.3.1.1 **Full-time Regular Employees:** Employees whose typical work schedule calls for at least 160 hours of scheduled work during each one-month 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.
- 15.3.1.2 **Part-Time Regular Employees:** Employees whose typical work schedule calls for at least 20 hours, but not as much as 160 hours, of scheduled work during each one-month payroll period. Part-time regular employees shall receive reduced employee benefits in accordance with policies adopted by the Board. Benefits are not provided unless required by law or specifically extended by the Board in individual circumstances. Each part-time regular employee should contact his/her supervisor in order to determine the exact scope of benefits, if any, that are available to that employee.
- 15.3.1.3 **Casual/Seasonal Employees:** Employees who provide services for the District on an irregular or temporary basis or whose scheduled hours of employment for the entity are typically fewer than 20 hours each one-month payroll period are classified as casual employees. Casual employees will receive no benefits provided to regular employees, except those required by law or those provided by the express written authorization of the Board.
- 15.3.1.4 **Volunteers:** Volunteers are distinguished from each of the above employee classifications. Volunteers perform services for the District for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Volunteers provide their service freely and without pressure or coercion, direct or implied, from the District.

Volunteers may receive expenses, reasonable benefits, a nominal fee, or some combination thereof, without losing their status as volunteers. Such expenses, reasonable benefits, or nominal fee might include, but are not necessarily limited to: a uniform allowance; reimbursement for cleaning expenses; out of pocket expenses such as meals and transportation; tuition, transportation, and meal costs involved in attending special classes or training for fire protection; books, supplies and other materials; benefits such as inclusion in group insurance plans, pension plans, or length of service awards; or nominal fees such as “per call” fees. The fact that such expenses, reasonable benefits, or nominal fees can be provided without affecting one’s volunteer status does not require the District to provide any such expense, reasonable benefits, or nominal fee to any volunteer. The Board alone may elect, but is not required, to provide such expenses, reasonable benefits, or nominal fees to District volunteers.

Employees of the District should presume they act as volunteers unless instructed otherwise by the employee’s supervisor. Unless specifically stated otherwise, volunteers will receive no benefits provided to regular full-time employees, except those required by law or those provided by express written authorization of the Board. **[Appendix 15.3.1.4 Volunteer Status Agreement]**

15.3.2 **Significance of Employee Classification:** The procedures for hiring, promotion, and transfer of full-time employees shall be subject to the provisions of this policy. Personnel actions concerning part-time employees, casual employees, or volunteers are not subject to guidelines set forth herein unless the handbook provisions expressly provide therefore.

## Chapter 4 Employment Start-Up

15.4.1 **Employment Forms to be completed:** The following pre-employment forms must be completed before the employee may begin work for the District:

- Employment application form.
- Insurance forms.
- Immigration form (I-9).
- Insurance information about dependents.
- Any other benefit forms necessary for employment information.

15.4.2 **Payroll Reporting Systems:** Reports of hours worked and time on and off the job must be completed in a timely manner in accordance with procedures established by the Fire Chief.

15.4.3 **Distribution of Policy:** At time of employment each employee shall receive a copy of this personnel policy. It is the responsibility of the employee to familiarize him or herself with the contents of the personnel policy and to acknowledge its receipt. Periodic updates or changes shall also be acknowledged.

## Chapter 5 Employee Compensation and Benefits

15.5.1 The District provides a compensation and benefits package to qualified regular full-time employees. Under some circumstances, it may be possible for other employees to obtain similar benefits from the District, but employees other than regular full-time employees are generally not eligible for such benefits. The compensation and benefits outlined in this section of the manual only apply to regular full-time employees unless otherwise required by law, provided by written authorization of the Board, or specifically stated otherwise. Nothing contained in this Handbook is intended to alter, replace, or supersede any term of a collective bargaining agreement validity entered by the Eagle Fire Protection District in accordance with Chapter 18, Title 44, Idaho Code or other applicable law. In the event of a conflict between the policies in this Handbook and a written contract approved by the Board or collective bargaining contract or collective bargaining agreement shall prevail.

### 15.5.2 **Compensation Policies:**

15.5.2.1 **Establishment of Pay System:** The District compensates employees in accordance with decisions by the Board 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. A member of the Board of Commissioners or the Fire Chief may make suggestions about salary compensation and other pay system concerns but the final decision regarding compensation levels rests with the Board. The Board 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 they think justify changes in entity expenditures.

Employees may participate in a performance evaluation system established by the Fire Chief and approved by the Board. Such evaluation systems may be the basis for allocating changes in compensation in each budget year. Should such an evaluation system be established records of any such evaluations shall be retained in compliance with the District's records retention policy.

15.5.2.2 **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 in the public service.

15.5.2.3 **Classification Plan:** All employees of the District shall be classified in the position they hold with the District in the following manor:

- Elected officials.
- Exempt employees are not subject to merit testing or other selection criteria provided by this manual.
- Classified full-time employees subject to the testing and placement standards established by this personnel policy manual.
- Part-time or casual employees or volunteers subject to testing or placement standards established by this personnel policy manual.
- Part-time or casual employees exempt from placement standards cited herein.

- Volunteers.

- 15.5.2.4 **Right to Change Compensation:** The District reserves the right to change general compensation for any reason deemed appropriate by the Board. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent entity budget.
- 15.5.2.5 **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 exempt or non-exempt for purposes of complying with the Federal Fair Labor Standards Acts (FLSA). The FLSA is the Federal wage an hour law which governs the obligation of the employers to pay overtime compensation. Certain employees are exempt from operation of this law because they hold positions which are professional or primarily executive or administrative in nature. As such exempt employees are not required to receive overtime pay for hours worked beyond the limits provided by the statute. In addition to this exemption, the District, as an entity provided fire protection services, may qualify for an absolute exemption from the overtime pay requirements of the FLSA based on the overall number of employees paid by the District. Please contact your department supervisor, Fire Chief, or the Board Chairman for further clarification of your FLSA status.
- 15.5.2.6 **Reporting and Verifying Time Records:** It is the responsibility of each employee to properly record time that he or she has worked during a payroll period. Each time sheet shall be verified by the supervisor to confirm that the hours claimed were actually worked. These records shall be retained for at least four years following a pay period or the conclusion of an employee's service. Failure to carry out these duties may result in disciplinary action.
- 15.5.2.7 **Work periods:** Employment with the District is subject to the Federal Fair Labor Standards Acts as previously described. Each employee is responsible for monitoring the status of hours worked in each work period. Overtime will be allowed only when authorized by an appropriate supervisor.
- Questions about overtime and compensation time should be directed to your supervisor.
- 15.5.2.8 **Promotions and Compensation:** Compensation for all employees is established by action of the Board. The annual budget of the District sets the funding available for compensation of employees in various departments. Promotions and changes in status may be recommended and made by the Fire Chief, but final authority regarding compensation rests with the Board, and no changes in compensation is effective until properly approved by official Board action.
- 15.5.2.9 **Payroll Procedures and Paydays:** Employees are paid biweekly (26 Pay Periods) throughout the year. Paychecks compensate employees for work performed in the pay period preceding the week in which the check is issued. Paychecks are distributed electronically to the financial institution designated by the employee.
- It is the obligation 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 and may not accurately reflect or adapt to individual circumstances.

- 15.5.2.10 **Compensation while Serving on Jury Duty or as a Witness in a Court:** Unless specifically stated otherwise in an applicable Employee Agreement, any employee, including a volunteer, who is directed by proper authority to appear as a witness for the Federal Government, State of Idaho, or a political subdivision thereof, or to attend court or other hearings in connection with official duties, or to serve jury duty, shall immediately notify the Fire Chief and shall not be considered absent from duty. If the employee is a regular full-time employee or other paid employee who would be entitled to receive wages during the time of service as a witness or on jury duty, then such wages shall continue during the time of service.
- 15.5.2.11 **Military Leave:** Unpaid leave of absence will be granted to participate in ordered and authorized field training. Our public entity employment policy will comply with the provisions of Idaho Code Section 46-224, et seq., or its successor, as those code provisions govern leaves of absence for military services and Uniformed Services Employment and Reemployment Rights Acts of 1994.
- 15.5.2.12 **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 Board reserves the right to make any changes in the work force or assignment of resources that it deems to be in the organization's best interests. The Board may also specify at the time of reductions in work 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.
- 15.5.2.13 **Payroll Deduction:** In accordance with Idaho Code Section 45-609 or its successor, no payroll deductions will be made from an employee's paycheck unless authorized by the employee or required by law.
- 15.5.2.14 **On the Job Injuries:** All injuries, deaths, property damage and personal property damage must be reported immediately to the Fire Chief or designee through the chain of command.
- 15.5.3 **Employee Benefits:** The District offers a number of employee benefits for the full-time employees. These benefits offerings are subject to change or termination in the sole discretion of the Board. Each is subject to the specific terms of its respective insurance policy and/or official resolution of the Board.
  - 15.5.3.1 **Paid Leave (PL) and/or Vacation:** Full time, permanent employees monthly accrual rates and maximum accrual hours are as outlined in the Collective Labor Agreement (CLA).
  - 15.5.3.2 **Holidays:** Unless specifically otherwise in the applicable Employee Agreement, employees of the District shall be entitled to the following ten (10) holidays.  
 New Year's Day, Idaho Human Rights Day, Presidents Day, Memorial Day, Labor Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.  
  
 Employees will also be entitled to any other holidays which is officially designated as such by the President of the United States or the Governor of the State of Idaho.

- 15.5.3.3 **Bereavement Leave:** Unless specifically stated otherwise in the Applicable Employees Agreement, up to 48 hours for shift personnel and 40 hours for staff off with pay will be permitted for full-time employees, or more if determined to be appropriate by the Fire Chief, for deaths occurring in the employee's family. If additional time is granted, the employee will be required to utilize their Paid Leave (PL) / Vacation time for all additional time off. Employee's family shall include the employee's spouse, children, stepchildren, grandchildren, guardian children; the employee's or spouse's parents; the employee's or spouse's siblings; the employee's or spouse's grandparents; aunts or uncles of first relations.
- 15.5.3.4 **Leaves of Absence:** Subject to the provisions of the current Collective Labor Agreement (CLA), up to a maximum of one (1) year unpaid leave can be granted by the Fire Chief, in consultation with the Board, for any justifiable purpose, except in the case of a leave necessitated by service in the Armed Forces of the United States, in which case current State or Federal Law will apply.
- 15.5.3.5 **Reduction in Benefits:** The District, through its Board, 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.
- 15.5.3.6 **Miscellaneous Benefits:** In addition to the benefits listed on the previous pages, the following miscellaneous benefits are available to full-time regular employees: The District offers the following miscellaneous benefits to its employees in accordance with the terms of specific resolutions approving any such programs, and in accordance with the policies or other documents which establish the programs. The following programs are offered at the time of this personnel policy manual's adoption. They are subject to change at the Board's sole discretion at any time.
- 15.5.3.6.1 Health, Dental, and Vision insurance coverage with the District paying for 100% of the total cost of the policy. For employees covered by a Collective Labor Agreement (CLA) benefits will be as outlined in the CLA.
- 15.5.3.7 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District's Lexipol Policies and Procedures Manual.

## Chapter 6 Use of District Property

**Criteria:** Guidelines for permission to use the Districts equipment and other services must meet the following criteria.

- 15.6.1 No use shall be permitted which may in any way impair the ability of the District to perform its regular functions, included but not limited to, fire suppression and emergency medical services.
- 15.6.2 Use shall be authorized only for non-profit organizations existing for charitable, educational, and civic purposes, which would entitle such organizations to tax exempt status if they were non-profit corporations according to the United States Internal Revenue Code.

- 15.6.3 No use shall be allowed to political organizations including, but not limited to, political action committees or lobby groups.
- 15.6.4 No use shall be allowed to any groups whose members are known to include convicted felons.
- 15.6.5 No use shall be permitted to any group advocating the violation of any laws of the United States or the State of Idaho. The Commissioners may determine, in their sole discretion, there is a clear and present danger, the activities of such groups during the proposed use could actually solicit or cause unlawful conduct.
- 15.6.6 No use shall be allowed which would violate the laws if the United States, the State of Idaho, the County of Ada, the County of Gem, the County of Boise, or the City of Eagle.
- 15.6.7 No use shall be allowed which would render the building, however briefly, inaccessible to any citizen of the United States, by reason of, race, religion, national origin, sex, age, physically impaired, or which would make any of the District's facilities equipment, or services available on such a discriminatory basis.
- 15.6.8 No use shall be allowed for propagation of any religious doctrine, principal, or belief system.
- 15.6.9 No use shall be allowed to any group, which fails to adequately ensure the safety and security of the District property.
- 15.6.10 Requests for use must submitted to the Fire Chief in writing prior to the proposed use. Such requests shall specify the identity of the group, the purpose of the proposed public meeting, and all the facts and circumstantial material to the District, determination of whether the use is allowable under criteria.
- 15.6.11 Notwithstanding that the group and the purpose comply with these criteria, the Fire Chief may decline that the group and the purpose comply with these criteria.
- 15.6.12 All personal property of the District shall be marked in a manner identifying ownership by the District and inventoried on a master list maintained by the Fire Chief.

## Chapter 7 Conduct

- 15.7.1 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District's Lexipol Policies and Procedures Manual.
- 15.7.2 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District's Lexipol Policies and Procedures Manual.
- 15.7.3 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District's Lexipol Policies and Procedures Manual.
- 15.7.4 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District's Lexipol Policies and Procedures Manual.

- 15.7.5 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District’s Lexipol Policies and Procedures Manual.
- 15.7.6 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District’s Lexipol Policies and Procedures Manual.
- 15.7.7 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District’s Lexipol Policies and Procedures Manual.
- 15.7.8 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District’s Lexipol Policies and Procedures Manual.
- 15.7.9 **District Property:** If during the course of your duty, District owned property becomes damaged or inoperable, documentation addressing the problem and events leading up to it must be promptly completed and turned over to the appropriate officer.
- 15.7.10 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District’s Lexipol Policies and Procedures Manual.
- 15.7.11 **Insubordination:** Any of the following shall constitute insubordination:
  - 15.7.11.1 Refusal to promptly obey the lawful or reasonable order of a superior or failure to follow District Policy or procedures intentionally.
  - 15.7.11.2 The use of derogatory remarks or criticism directed toward or about a District officer or other superior. However, criticism may be directed toward or about a superior if done so properly through the chain of command.
- 15.7.12 **No Electioneering on Duty:** No partisan and/or political activities are permitted on the part of any District employee or District contractor at any time while on duty or while working in the capacity of the District.
  - 15.7.12.1 **No Electioneering Using District Property and/or Equipment:** No partisan and/or political activities are permitted using District property and/or District equipment.
  - 15.7.12.2 No partisan or political paperwork or signage of any kind is permitted on District property.

## Chapter 8 Drug and Alcohol-Free Workplace Policy

- 15.8.1 **Agreement:** Members of the Eagle Fire Protection District agree to abide by the **Eagle Fire Protection District Drug and Alcohol-Free Workplace Policy [Appendix 15.7.7]**. It is agreed that any changes made to this policy, including the collection agency and testing laboratory, shall not apply to the Union without the prior notification of the change and effective date being provided to its members.

- 15.8.2 **Policy Statement:** The Eagle Fire Protection District has a vital interest in maintaining a safe, healthful, and efficient working environment. Having illegal drugs present in your system or being under the influence of a drug on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthful, and efficient operations. The District believes it has the right and obligation to maintain a safe, healthful, and efficient workplace for all of its employees, and to protect the district's property, information, equipment, operations and reputation. The District further expresses its intent through this policy to comply with federal and state rules, regulations or laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.
- 15.8.3 **On-Duty Prohibitions:** The purchase, distribution or possession of drug paraphernalia or illegal drugs (meaning those drugs for which there is no generally accepted medical use, e.g. marijuana, cocaine, methamphetamine) in a District vehicle, at a job site, on District property, or elsewhere during work hours is strictly prohibited. Employees are also prohibited from using, possessing or being under the influence of alcohol or illegal drugs in a District vehicle, at a job site, on District property, or elsewhere during working hours. Violation of this policy will subject an employee to discipline, up to and including termination.
- 15.8.3.1 **EXCEPTION:** Law Enforcement and Fire personnel are occasionally required to come into contact with or possess illegal substances as a regular part of their job duties. In such circumstances, these employees are exempt from the "possession" component of this policy. All other prohibitions apply.
- 15.8.4 **Off-Duty Prohibitions:** The manufacture, use, purchase, distribution, or possession of any illegal drug (meaning those drugs for which there is no generally accepted medical use, e.g. marijuana, cocaine, methamphetamine) is strictly prohibited. An employee who is convicted for the use, manufacture, purchase, possession, or distribution of illegal drugs will be discharged. An employee who is charged for off-duty driving under the influence of Alcohol or drugs which charge may lead to their loss of driving privileges must notify the District since that will impact some of their job requirements for possessing a valid Driver's License.
- 15.8.5 **Prescription Medication:** Employees are cautioned regarding the use of prescription medication which contains a WARNING LABEL stating the use of that drug may impair their ability to safely operate equipment or machinery. Employees may be allowed to work while using such medication when the drug is prescribed by a licensed medical practitioner who is familiar with the employee's medical history and assigned duties, and who has advised the employee that the prescribed drug will not adversely affect their ability to safely perform their job
- 15.8.6 **Self-Referral:** All employees of the District who consider themselves drug or alcohol dependent and who voluntarily identify themselves as such will be referred to the District's Employee Assistance Program (EAP) counselor for evaluation, counseling and treatment as recommended.
- 15.8.6.1 **Expenses:** Employees who undergo drug or alcohol rehabilitation will be expected to do so at their own expense (other than those expenses covered by the District's insurance program), on their own time, or during a non-paid leave of absence, approved by the District. Arrangements may be made to allow an employee to use accrued personal leave during any such leave of absence.

- 15.8.6.2 **Return to Work:** Employees who demonstrate successful progress or completion of a recommended course of treatment may return to work after taking and passing a drug or alcohol test. Prior to returning to work the District Fire Chief and Substance Abuse Counselor, will discuss the recommended follow-up care which may include unannounced drug or alcohol testing. Any unannounced drug and alcohol testing will not exceed a 12-month period. By returning to work the employee agrees to the terms outlined by the Substance Abuse Counselor and the Fire Chief. Any test that is confirmed as positive during or following rehabilitation will result in discharge.
- 15.8.6.3 **Potential Consequence:** A request for rehabilitation may not be made in order to avoid the consequence of a positive drug or alcohol result or to avoid taking a drug or alcohol test when requested to do so under the terms of this policy. Further, the District may deny continued employment to any employee who self-refers his/her self for rehabilitation if, for example, such self-referral occurs more than once by the employee in a five-year period.
- 15.8.7 **Pre-Employment Testing:** All prospective employees who the District intends to offer employment will be required to submit to testing for the presence of illegal drugs. If a prospective employee should test positive for the presence of illegal drugs they will not be considered for employment and will not be considered under the application process for a minimum of one year.
- 15.8.8 **Reasonable Belief Testing:** The District will require an employee to be tested for the use of illegal drugs or alcohol, or the abuse of prescription medication, if an employee demonstrates “reasonable belief” behavior. Reasonable belief means a belief based on objective facts sufficient to lead a prudent person (determination made by those individuals properly trained under the Education program) to conclude that a particular employee is using and/or has the presence of being under the influence of drugs or alcohol in the work place during work hours. Such inability to perform may include, but not be limited to, decreases in the quality or quantity of the employee’s productivity, judgment, reasoning, concentration and psychomotor control, and marked changes in behavior. Accidents, deviations from safe working practices and erratic conduct indicative of impairment are examples of “reasonable belief” situations.
- 15.8.8.1 **Pending Circumstances:** In circumstances where the employee is permitted to return to work while charges are pending for the use, manufacture, purchase, possession, or distribution of illegal drugs, the District may require the employee to take and pass a drug test prior to resuming employment. The filing of such charges justifies the District’s reasonable belief that the employee may also have violated the terms of this policy.
- 15.8.9 **Post-Accident Testing:** Any employee who is involved in a work-related accident (as defined below) will be tested for the use of illegal drugs or alcohol as soon as possible (within 24 hours) after the accident. Failure to notify the supervisor may result in discipline up to and including termination. Work related accidents are those incidents that result in the death of a person; bodily injury to another person who requires medical treatment away from the accident; or damage to District vehicle(s) and/or equipment that is significant.

- 15.8.9.1 **Authorization to Release Medical Information and/or Documentation:** An employee who is seriously injured and cannot provide a specimen for testing will be required to authorize the release of relevant hospital reports, or other documentation, that would indicate whether there were drugs or alcohol in their system at the time of the accident.
- 15.8.9.2 **District's Right to Waive:** If it is determined by management that an employee's accident was definitely caused by the actions of another, and that there were no unsafe acts by the employee, the District reserves the right to waive post-accident testing of the employee.
- 15.8.10 **Notification of Test Results:** All results received from the laboratory will be forwarded to the Fire Chief through the office of the third-party administrator and/or medical review office for the purpose of their providing medical review officer services. The staff of the agency will only report results to the Officer of Administration, or their designated assistant authorized to receive them. When a test shows a positive result and after the employee has been provided an opportunity to consult with the Medical Review Officer, the District will be notified.
  - 15.8.10.1 **Review of Results by Medical Officer:** If, after consideration of the matter, the Medical Review Officer determines that an employee's positive test result was due to their authorized use of prescription medication, they will immediately report a negative finding to the District and no further action will be taken. However, if an employee cannot provide a reasonable explanation for their positive test result, the Fire Chief, or their designated assistant, will be notified of the positive test result and will then take disciplinary action consistent with the terms of this Policy.
- 15.8.11 **Refusal of Testing:** Any employee who refuses to be tested consistent with the terms of this policy will be terminated from employment with the District.
- 15.8.12 **Prospective Employees Effect of Testing Positive:** Any prospective employee who tests positive for the presence of illegal drugs will not be offered employment with the District. Any introductory, temporary or seasonal employee who tests positive for the presence of illegal drugs or alcohol will be dismissed.
- 15.8.13 **Classified Employees Effect of Testing Positive:** Any classified employee or part-time employee that tests positive for illegal drugs or alcohol will be subject to disciplinary action, up to and including dismissal. If employment is continued the employee will be referred to the District's Employee Assistance Program counselor for evaluation, counseling and treatment as recommended. Employees undergoing drug or alcohol rehabilitation will be expected to do so at their own expense (other than those expenses covered by the Districts insurance program), on their own time, or during a non-paid leave of absence, approved by the District. Arrangements may be made to allow an employee to use accrued personal leave during any such leave of absence.

15.8.13.1 **Monitoring of Positive-Tested Employee:** Thereafter such employee, in consultation with the Substance Abuse Counselor, will be subject to unannounced, reasonable belief or random drug or alcohol tests not to exceed twelve (12) months, all at the employee's expense. When the employee has completed both treatment and negative drug or alcohol tests, he/she may return to work upon presentation of a written release signed by a licensed physician or recognized rehabilitation professional. The release must include a statement to the effect that the employee's presence in the workplace will not constitute a safety hazard to the employee, co-worker or others. In the event the employee receives a second positive test for illegal drugs or alcohol, the employee will be terminated.

15.8.14 **Revision of Drug and Alcohol-Free Workplace Policy by District, Allowable:** The terms of this **Drug and Alcohol-Free Workplace Policy [Appendix 15.8.7]** are intended to achieve a work environment where employees are free from the effects of drugs and alcohol. Employees should be aware that the provisions of this policy may be revised when necessary and that they will be notified of any such changes. The District anticipates that by implementing the provisions of this Drug and Alcohol-Free Workplace Policy its employees will enjoy the benefits of working in a safer and more productive work environment.

## Chapter 9 Internet, Social Media and Email Use

15.9.1 Section reserved – Resolution No. 13-2021, approve 10/13/2021, moved to District's Lexipol Policies and Procedures Manual.

15.9.2 **Property of the Fire District:** The computer systems of Eagle Fire Protection District are business tools. They are to be used in a professional manner and at all times remain the property of the Fire District.

15.9.3 **Scope and Application of Policy:**

15.9.3.1 All technical resources that are owned or leased by the Fire District, which are used on or accessed from Fire District premises, or which are used for Fire District business. This policy also applies to all activities using any Fire District-paid accounts, subscriptions, or other technical services, such as Internet access, social media accounts, or e-mail, whether or not such services are accessed from Fire District premises; and

15.9.3.2 All full- or part-time employees of the Fire District, and all contractors or others who are authorized by their supervisors to use Fire District resources to access the Internet, social media, or e-mail services.

15.9.4 **Acceptable Uses of Internet, Social Media and E-Mail:** Eagle Fire Protection District promotes and provides internet, social media, and e-mail use that assist employees in performing their duties and fulfilling Fire District missions. It is expected that employees will use the Internet and e-mail services to improve job knowledge, access technical or other information relevant to their job responsibilities, and to communicate with their peers in other government agencies, academia, and industry on matters of relevance to their work for the Fire District. Internet, social media and e-mail is considered network activity and therefore is subject to all policies regarding acceptable/unacceptable uses of the Internet, as well as the Eagle Fire Protection District's E-mail Policy.

The following uses of the Internet are acceptable and encouraged:

- 15.9.4.1 Communications and information exchanges directly relating to projects and missions of the Fire District and the District-related work of the individual employees;
- 15.9.4.2 Communication and announcements of Fire District policies, procedures meetings, services, and activities; and
- 15.9.4.3 Research, study, and information-gathering directly related to Fire District activities and District-related work of individual employees.

15.9.5 **Unacceptable Uses of Internet:** Internet access provided by the Fire District is not to be used for any of the following purposes:

- 15.9.5.1 Any use which violates or infringes on the rights of any other person, including the right to privacy;
- 15.9.5.2 Downloading, transmitting, accessing, or displaying any information, including text and pictures, which contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise discriminatory or illegal material;
- 15.9.5.3 Any use which violates federal or state law concerning sexual harassment;
- 15.9.5.4 Any use which restricts or inhibits other users from using the system;
- 15.9.5.5 Any use which involves or encourages the use of controlled substances;
- 15.9.5.6 Any use of the system for illegal purposes or with criminal intent.
- 15.9.5.7 It is also unacceptable for an employee to use Fire District provided Internet access in order to:
  - 15.9.5.8 Conduct any non-approved business;
  - 15.9.5.9 Solicit the performance of any illegal activity;
  - 15.9.5.10 Transmit any material, data, or software in violation of federal, state, or local laws or District policy;
  - 15.9.5.11 Download, disseminate, store, or print any copyrighted material in violation of copyright laws;
  - 15.9.5.12 Conduct any political activity;
  - 15.9.5.13 Engage in activities for personal gain or make personal business transactions;
  - 15.9.5.14 Make any unauthorized purchases;

- 15.9.5.15 Gain unauthorized access to any computer or computer system.
- 15.9.6 **Unacceptable Uses of E-mail:** The Fire District’s e-mail system is for official Fire District business, and it shall be unacceptable to use the system for unrelated purposes, including but not limited to:
- 15.9.6.1 Sending or receiving “chain” or other similar type letters;
  - 15.9.6.2 Sending or receiving documents in violation of District policy or copyright or other laws;
  - 15.9.6.3 Knowingly opening mail not directed to you;
  - 15.9.6.4 Sending messages in violation of Fire District security policies;
  - 15.9.6.5 Forwarding electronic messages without a legitimate business purpose under circumstances likely to lead to embarrassment of the sender or to violate the clearly expressed desire of the sender to restrict additional dissemination;
  - 15.9.6.6 Sending messages that are false or misleading, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, offensive, discriminatory, or illegal, including but not limited to sending messages under an assumed name or with the intent to obscure the origin of the message;
  - 15.9.6.7 Soliciting or proselytizing for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.
- 15.9.7 **Responsible Use:** Employees are responsible for their use of internet, social media and e-mail systems and are not to use them in any way that would reflect negatively on the Fire District, its employees, management, or Commissioners.
- 15.9.8 **Use is for Fire District Purposes:** Access to the Internet, social media and use of e-mail via Fire District computers is for Fire District purposes only. To that end, such use shall not disrupt or interfere with the work of other network users or misrepresent the interests of the Fire District.
- 15.9.9 **Information is Not Private:** The Fire District’s computers and all data stored on them are, and remain at all times, the property of the Fire District. As such, all messages and documents created on, sent by, or retrieved through the Fire District’s computers are the property of the Fire District and will not be considered private information. Employees have no right to privacy as to any information or files transmitted through or stored in the Fire District’s computer systems, e-mail, or other technical resources.
- 15.9.10 Monitoring and Disclosure:
- 15.9.10.1 **Monitoring Allowed:** The Fire District reserves the right to access, retrieve, and disclose any data, messages, documents, or files stored on Fire District computer systems for any purpose. Employees should be aware that, even when a message is erased or a visit to a website is closed; it is still possible to recreate the message or locate the website. The Fire District reserves the right to monitor the use of Internet, social media sites and e-mail systems to access information, enforce policies, and prevent abuse. Access to information may occur in, but is not limited to, situations involving:

- 15.9.10.1.1 Impropriety;
- 15.9.10.1.2 Violation of Fire District policy;
- 15.9.10.1.3 Suspected criminal activities;
- 15.9.10.1.4 Breach of system security; and,
- 15.9.10.1.5 The need to locate substantive information or monitor employee performance.

15.9.10.2 **Disclosure Allowed:** The contents of Fire District computer systems may be disclosed to the management of the Fire District without employee permission. All communications, including both text and images, sent or received by Fire District computers may be disclosed to law enforcement or other third parties without the consent of the sender or receiver.

15.9.11 **Enforcement of Policy:**

15.9.11.1 This policy is intended to be illustrative of the range of acceptable and unacceptable uses of the Internet, social media and e-mail systems provided by the Fire District and are not necessarily exhaustive. Questions about specific uses should be directed to the Fire Chief.

15.9.11.2 Immediately upon implementation of this policy, supervisors will be responsible to provide a copy of this policy to, and collect signed consent forms from, all employees who currently have access to the Fire District's Internet, social media or e-mail systems.

15.9.11.3 Prior to authorizing new access, the Fire Chief or designee is responsible to provide a copy of this policy to, and collect signed consent forms from, all employees who will have access to the Fire District's Internet, social media or e-mail systems.

15.9.11.4 The Fire Chief or designee will review alleged or suspected violations of the policy, and clear violations may result in disciplinary actions. Any user violating these provisions or applicable local, state, or federal laws is subject to immediate loss of or restrictions of Internet/e-mail privileges and additional disciplinary actions up to and including termination of employment and/or criminal prosecution.

15.9.12 **Consent Agreement:** As a condition of employment, all Fire District employees must acknowledge that all computer and electronic systems owned and operated by the Fire District, including but not limited to electronic mail and Internet network activity, are the property of the Fire District, and therefore they should not consider any activity to be private. Current users of the Fire District's Internet, social media or e-mail systems must sign the consent form provided to them within thirty (30) days of receiving a copy of this policy. Prior to obtaining new access to Internet or e-mail systems provided by the Fire District, employees must sign the consent form provided to them. By signing the consent form, users acknowledge that they have received a copy of the policy, read it, and understand the Fire District's policy and the potential penalties for non-compliance.  
**[Appendix 15.9.12- Consent Agreement [Internet Use]]**

Chapter 10  
District Reports, Public Statements &  
Posting of Information and/or the Distribution of Materials

15.10.1 **District Reports:** All personnel of the Eagle Fire Protection District shall complete required reports in a neat and timely manner, normally before going off-duty.

15.10.1.1 No Personnel shall purposefully enter any false or misleading information on a report; and

15.10.1.2 No Personnel are authorized, without the express permission of the Board of Commissioners, to execute an affidavit and/or written statement in regard to any action/s of Fire District Personnel in their official capacity with this Fire District other than those required in the performance of their duties; and

15.10.1.3 No personnel of this Fire District except for the Fire Chief, without specific authorization by the Board of Commissioners, are authorized to make any public statement(s) and/or post and/or provide information for posting on any forms of electronic communication (social networking, microblogging, webpages/sites) through which users create online communities to share information, ideas, personal messages, and other content (videos, etc.) regarding matters and/or information which are the subject of an investigation or a response by this Fire District; and

15.10.1.3.1 The authorization herein provided to the Fire Chief to make public statements is to be exercised with discretion in consideration of the public's right to be informed on such matters with attention to accuracy and concern for the maintenance of any privacy which may be involved.

15.10.1.3.2 At an emergency, the Incident Commander is authorized to make necessary releases of information for public safety and their right to know while respecting the privacy of individuals involved and in accordance with HIPAA regulations. Generally, it is not necessary or approved to release names of people involved.

15.10.2 Fire District personnel are not prohibited from responding to lawfully issued and served subpoenas.

15.10.3 Fire District personnel shall not directly or permit the dissemination of materials, in any facility and or equipment of Eagle Fire Protection District by any means, which is not in the ordinary course of the Fire District's business, unless approved by the Chairman of the Board of Commissioners or the Vice Chairman in the Chairman's absence. All requests for approval shall be first submitted to the Fire Chief

## Chapter 11 Employee/Volunteer Evaluation and Discipline

- 15.11.1 **Standard Procedures:** Each employee will be evaluated at a minimum on an annual basis to assess the performance of that employee in the job being performed for the District. Each evaluation will be given on the basis of the direct supervisor's observations of the employee's performance, the accuracy of the employees works in addition to the quality, and additional expended by the employee on the behalf of the District. Each supervisor is authorized to use necessary evaluation tools. At the same time the supervisor must complete a District evaluation form, which shall be maintained electronically and/or placed in the employee's permanent record file.
- 15.11.2 **Interviews (Evaluation):** Each evaluation shall be conducted with an interview between the evaluated employee and the immediate supervisor in which the employee will be told what the findings of the employer's evaluation are. Each employee will be given an opportunity to submit a written response to the supervisor's evaluation to be included with the performance evaluation.
- 15.11.3 **Employee/Volunteer Discipline procedures and principals:**
- 15.11.3.1 **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 environment. 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.
  - 15.11.3.2 **Disciplinary System Framework:** The District adopts the following framework for actions to be taken in the event that the employment/volunteer policies are violated by any employee or volunteer subject to this manual. Progressive steps may be implemented in order to invoke disincentives to policy violations. The District reserves the right to take any of the prescribed steps in any order in the event that a supervisor deems a policy violation or action of the employee/volunteer to be serious enough to warrant a certain step. Such steps shall be documented in the record of the disciplinary action. Progressive discipline shall apply only where the supervisor believes that the potential for improvement and correcting the problem is possible.
  - 15.11.3.3 **Cause for Termination:** Any member may be terminated for just cause. Just cause shall include, but not necessarily be limited to: Insubordination, willful misconduct, habitual tardiness, habitual absenteeism, incompetent recklessness in performance of job duties, negligence in performance of job duties, disruption or interference with one or more other members in the performance of their duties, intoxication, use of illegal substances, violation of any criminal law (other than minor traffic violations) at any time, any conduct contrary to the best interests of the District, and any conduct which could tend to diminish the effectiveness of the District in performing any of its functions.

15.11.3.4 **Disciplinary Action:** Any conduct constituting just cause for termination may also provide for lesser disciplinary action, including, but not necessarily limited to, suspension, not to exceed thirty (30) days, placing the member on disciplinary probation, demotion, reprimand, or similar disciplinary action. In the event of any such disciplinary action against a non- probationary employee shall be entitled to pursue the grievance procedure set forth herein. Any non-probationary employee who is subject to such disciplinary action shall be given advanced written notice of the proposed action and the grounds for such action. After 3 written reprimands termination could happen at the discretion of the Officers and approval of the Fire Chief, and the Board of Commissioners.

15.11.3.5 **Hierarchy of Disciplinary Actions Available:** The District may take appropriate steps to discipline personnel. The District retains full discretionary authority to determine appropriate disciplinary actions on a case-by-case basis, and no limitation shall be implied through provision of this hierarchy of available actions. The District retains the ability to take necessary steps as warranted in any particular case, and the following in not all inclusive, nor is it a cumulative hierarchy requiring any particular step as a prerequisite to subsequent, more serious, actions. The following actions are among the progressive disciplinary steps which can be taken by the supervisor in response to personnel violations:

- Oral warning.
- Written warning or reprimand.
- Suspension.
- Demotion.
- Probation.
- Dismissal.

15.11.3.6 **Appeal Hearing:** The personnel policy of the District establishes the right to a hearing in the event of a discharge or demotion with attendant change in pay or suspension as applicable to an employee. The elements of procedure to be followed in any such hearing to be undertaken at the direction of the supervisor, unless waived by the employee/volunteer, are the following:

- 15.11.3.6.1 The employee shall be provided notice of the charges against him or her and the time the hearing is to be conducted.
- 15.11.3.6.2 The employee shall be heard before the department supervisor responsible for department management with the oral hearing to last no longer than two hours, unless otherwise approved by the department supervisor.
- 15.11.3.6.3 There shall be a record maintained, including a tape recording of the hearing.
- 15.11.3.6.4 The employee shall have a right to an explanation of the conduct complained of.
- 15.11.3.6.5 The employee shall have an opportunity to be represented by legal counsel at his or her own expense.
- 15.11.3.6.6 The employee shall be provided an opportunity to present evidence and to rebut the information upon which his/her charged misconduct or inadequate performance is based.

Every such hearing shall take place as soon as it can be accommodated by the schedules of those involved. Additional time may be granted at the request of the employee upon a showing that additional time is needed to provide facts necessary to respond to the charges. Said decision shall set forth the reasons for the personnel action.

## Chapter 12 Separation from Employment

- 15.12.1 **Reduction in Force (RIF):** When financial circumstances or changes of workplace require, the District reserves the right to reduce forces in such manor as it deems necessary to maintain the effective functioning of District services. Decisions about the functions to be reduced are not subject to the appeal procedure established by the District.
- 15.12.2 **Reinstatement Preferences:** Employees who leave the District's 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.
- 15.12.3 **Final Evaluation:** When an employee separates from District service, if an evaluation has not been performed within the most recent six-month period, the supervisor may conduct an evaluation of the individual's performance prior to separation from employment.
- 15.12.4 **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 Employment's Retirement System of Idaho (PERSI). No employee shall be compelled to retire except in compliance with said acts.
- 15.12.5 **COBRA Benefits:** Employees of the District who currently receive medical benefits, who separate their employment may be eligible to continue those medical benefits at the employee's sole cost and expense for a limited time in accordance with the Consolidation 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 insurance plan administrator or your supervisor.
- 15.12.6 **Exit Interview:** Each employee who terminates from employment with the District may participate in an exit interview with the Fire Chief or designee. In such interview, the supervisor shall notify the employee when certain benefits will terminate and when final pay will be issued. The employee will inform the interviewer about his/her impressions of employment in such interview. An exit form will be completed at this point and will be retained in the employee's personnel file.
- 15.12.7 **Resignation Policy:** Voluntary resignation will only be accepted if made in writing. Any oral resignations 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 3 days of leave that has not received prior written approval. If the employee wants his formal records to indicate, "voluntary resignation", they must do so in writing to the Fire Chief.

## Chapter 13 Personnel Forms

15.13.1 The following are forms for use by personnel to wit:

- 15.13.1.1 For Personnel governed under a *Collective Bargaining Agreement* see **Appendix 15.13.1.1 (a) Request for Payroll Deductions for Labor Organization Dues** and **15.13.1.1 (b) Cancellation of Payroll Deductions for Labor Organization Dues**.
- 15.13.1.2 For Training Requests see **Appendix 15.13.1.2 Training Request Form**.
- 15.13.1.3 For Leaves and Absence Requests see **Appendix 15.13.1.3 EFPD Leave Request-Absence Report Form**.

## Chapter 14 Chain of Command

15.14.1 **Chain of Command:** There is herein this Chapter established a chain of command in order to provide for the orderly flow of District authority, information, direction, problem solving and responsibility, both for day to day operations and for incident command. The Board of Commissioners have the statutory power and duty to manage and conduct the business and affairs of this District and are therefore the top of the chain of command to whom the Fire District Chief reports.

15.14.2 **Daily Operations Command:** The chain of command for daily operations is subject to the authority of the Chief as the commander of all staff to command day to day operations in compliance with adopted Policy and consistent with the Collective Bargaining Agreement in the event of the absence of the intermediate position or in circumstances where immediate action is reasonably needed, the chain of command:

1. Fire District Chief
2. Deputy Chief
3. Division Chief
4. Battalion Chief
5. Captain
6. Driver Operator/Engineer
7. Firefighters

All officers shall report to their immediate supervisor in this chain of command.

15.14.3 **Incident Command (SOP):** During an emergency response, personnel of the District will function within the NIMS Incident Command System (ICS) and will follow the principles of that system. Where appropriate, the following is the order of rank within this department, set forth in the Collective Bargaining Agreement:

1. Fire District Chief

2. Deputy Chief
3. Division Chief
4. Battalion Chief
5. Captain
6. Driver Operator/Engineer
7. Firefighters

All officers shall report to their immediate supervisor in this chain of command.

Title 16  
Infection Control Program

Chapter 1  
Approved Program for Infection Prevention and Control

16.1.1 The current Fire District approved program for infection prevention and control is set forth in **Appendix 16.1.1.**

# Title 17 Privacy Policy

## Chapter 1 HIPAA Policy

- 17.1.1 **Adoption of HIPAA Policy:** In accordance with the regulations of the Health Insurance Portability and Accountability Act (HIPAA) enacted by the U.S. Congress, the Board of Commissioners of the Eagle Fire Protection District has adopted a Privacy Policy.
- 17.1.2 A **Notice of Privacy Practices** has been prepared and adopted by the Board of Commissioners to advise persons who receive fire protection services, emergency medical services and related services from the Fire District of this Privacy Policy; and
- 17.1.3 An **Authorization Form** has been prepared and adopted by the Board of Commissioners for persons receiving medical transportation, fire protection services, emergency medical services and related services from the Fire District to acknowledge receipt of the Fire District's Notice of Privacy Practices.
- 17.1.4 **Privacy Agent:** The Board of Commissioners of the Eagle Fire Protection District has appointed the Fire Chief as Privacy Agent for the District to assure that the provisions of the Privacy Policy are put into effect. The Fire Chief is responsible for the overall education and updating Fire District personnel in regard to HIPAA policies and practices and for the proper keeping of privacy records in accordance with the Fire District's Records Policy.
- 17.1.5 **Designee:** The Fire Chief may appoint a designee for the management of Fire District privacy records and for the educating and/or updating of Fire District personnel in regard to HIPAA on his behalf.

## Chapter 2 Forms

The Board of Commissioners of the Eagle Fire Protection District adopts the following forms for use by this Fire District in the administration of this Title.

17.2.1 **Notice of Privacy Practices:**

**[Appendix 17.2.1]**

17.2.2 **Authorization Form:**

**[Appendix 17.2.2]**

# Title 18 Vehicles

## Chapter 1 Vehicle Designation

18.1.1 **Vehicle Identification Number:** Vehicle designations will be in accordance with Standard Operating Procedures as implemented by the Fire Chief and reported and approved by the Board.

## Chapter 2 Administration Vehicle Use

18.2.1 **Response of Chief Expected:** It is expected that the Fire Chief, or designee, will respond to significant emergencies whether they are off duty or on duty. Assigned District vehicles [as approved by the Board] are provided to the Fire Chief for his use in responding to emergencies and conducting District business. Use of a District vehicle used as a requirement of employment is exempt from taxation under current laws.

18.2.2 **Assigned District Vehicles** may be used by the Fire Chief for District business at any time. The Fire Chief may also use assigned District vehicles while conducting personal business on the condition that they are available to respond to emergencies and remain within a thirty (30) minute response time of an Eagle Fire Station.

18.2.3 **Immediate Family Member Policy:** In the conduct of personal business, immediate family members of the Fire Chief may ride as passengers in District vehicles as long as they will not be unreasonably placed at risk for physical harm should the Fire Chief respond to an emergency. In consideration of accommodating immediate family members as passengers, the Fire Chief shall first obtain a **Release of Liability** of the immediate family members who are anticipated to be passengers in the assigned District vehicle to relieve the Fire District from added liability in case of an accident.

# Title 19 Mutual Aid

## Chapter 1 Purpose and Requirements

19.1.1 **Purpose of Mutual Aid Assistance:** It is the desire of the Eagle Fire Protection District to provide mutual aid assistance to other fire districts/agencies whenever possible in accordance with Standard Operating Procedures.

# Title 20

## Fireworks Sales and Display Permitting

### Chapter 1 Fireworks Sales Permitting

20.1.1 **Permit Required Fireworks Sales:** No person or legal entity shall engage in the sale of non-aerial common fireworks [as defined in Idaho Code Section 39-2602 (6)] within the boundaries of this Fire District without a permit having been issued to them in accordance with the provisions of this Chapter.

20.1.2 **Permit Criteria and Form:** Applications for the Issuance of a Permit under this Chapter shall be on form [*Appendix 20.1.2 Fireworks Sales*] which is herein approved and includes the following:

- the name and address of the applicant (or the names of all partners, if a partnership, the name of the corporation and the corporate officers if a corporation, or the name of the limited liability company and all of its members, if a limited liability company);
- the primary location of the business, each location at which fireworks are to be stored;
- the applicant's Idaho sales tax seller's permit number, when applicable;
- a bond or valid certificate of public liability and property-casualty insurance providing coverage of up to one hundred thousand dollars (\$100,000) for personal injury and property damage is required at the time of application; and,
- the Applicant must pay a fee for issuing a permit under this Chapter of twenty-five dollars (\$25.00).

20.1.3 **Permit Application and Process:** Permit Application filed under this Chapter must be filed with and processed by the Fire District's Fire Code Official or the Fire Code Official's Designee.

20.1.4 **Permit issuance:** A permit shall be issued by the Fire Code Official when the application is complete and in compliance with applicable law, and the permit shall be valid for twelve (12) months from the date of issuance and is nontransferable.

20.1.5 **Permit Revocation:** A permit issued under this Chapter may be revoked if the permittee violates any provisions of this chapter or Chapter 26 of Title 39 Idaho Code.

20.1.5.1 Permit revocation proceedings shall comply with the provisions of Chapter 52, Title 67, Idaho Code. [*Appendix 20.1.5.1 Nonaerial Common Fireworks Sales - Cease and Desist Order*]

20.1.6 **Permit Display:** Any permit issued pursuant to this Chapter shall be displayed in public view at the location listed on the permit.

Chapter 2  
Fireworks Display and Other Events Permitting  
[Amended 20.2.1 by Resolution 05-2020, Passed on 4.13.2020]

20.2.1 **Permit Required Fireworks Displays and Other Events:** No person or legal entity shall engage in the use of Fireworks [as defined in Idaho Code Section 39-2602 (3)] in the public display or other events within the boundaries of this Fire District without a permit having been issued to them in accordance with the provisions of this Chapter.

20.2.2 **Permit Criteria and Form:** Applications for the Issuance of a Permit under this Chapter shall be on form [*Appendix 20.2.2 Fireworks Display*] which is herein approved and includes the following:

- The name and address of the applicant (or the names of all partners, if a partnership, the name of the corporation and the corporate officers if a corporation, or the name of the limited liability company and all of its members, if a limited liability company);
- The primary location of the display or event, each location at which fireworks are to be displayed;
- Identification of all persons who will be supervising the public fireworks display or other event and their qualifications to supervise such display or event;
- A bond or valid certificate of public liability and property-casualty insurance providing coverage of up to one million dollars (\$1,000,000) for personal injury and property damage is required at the time of application; and
- The Applicant must pay a fee for issuing a permit for public display only under this Chapter of One Hundred Twenty-five Dollars (\$125.00).

20.2.3 **Permit Application and Process:** Permit Application filed under this Chapter must be filed with and processed by the Fire District's Fire Code Official.

20.2.4 **Permit Issuance:** The Fire Code Official shall review a completed Application under this Chapter and conduct such further investigation as is reasonable for the criteria of issuance which criteria are as follows:

- That any proposed sales and use of fireworks outside the normal sales period provided in Section 39-2606, Idaho Code, or proposing the use of fireworks in addition to non-aerial common fireworks will not constitute an unreasonable hazard to persons or property.
- The public display or other event will be supervised by a qualified person and will not constitute an unreasonable hazard to persons or property.
- Appropriate national fire protection association or international fire code provisions may be used as guidance for these determinations.

20.2.5 **Permit Nontransferable:** Permits issued under this Chapter shall be nontransferable, shall list the specific date or dates upon which the display or event shall occur and the types of fireworks and uses that will be allowed.

20.2.6 **Permit Display:** Any permit issued pursuant to this Chapter shall be displayed in public view at the location and on the day(s) listed on the permit.

# Title 21

## Fees for Services

### Chapter 1

#### Fee Policy

21.1.1 In order to comply with the mandatory provisions of Idaho Code Section 63-1311 and Section 63-1311A, prior to the establishing any fee for services provided by the District the following process must be followed:

**Step No. 1:** Is this a new fee [never been charged before] or an existing fee that is being increased in excess of five percent (5%) of the existing fee.

- If a new fee, it must be a charge for a service being provided by the District. Check with legal counsel to determine if there is a legal basis for charging the fee.

**Step No. 2:** The new fee or the increase of an existing fee must be reasonably related to the actual costs of providing the service, which should include a consideration of direct costs and indirect costs.

- Direct Costs are those which are traceable to specific items required to render the service.
- Indirect Costs are those which are administrative overhead operations expenses which are related to providing the service. Examples are office expense, insurance, wages and benefits of personnel and other identified costs which relate to general operations. Indirect cost calculation should be tied to the anticipated time required to provide the service.  
For Example: In order to provide the service on average it requires one (1) hour of staff time at \$20.00 per hour + \$10.00 per hour administrative overhead costs.

**Step No. 3:** Draft a proposal for the new or increased fee with information on how the amount was determined and provide the same to the Board of Commissioners for authorization of the setting of a hearing and publication of notice of the proposed new fee or fee increase.

**Step No. 4:** Board or Commissioners sets a public hearing and authorizes the publication of the notice of the hearing.

**Step No. 5:** Notice is published in the official paper once a week for two weeks preceding the week during which the hearing will be held.

**Step No. 6:** The Board of Commissioners holds the hearing and first receives a report from the Secretary of proof of publication of the notice and then hears a presentation by staff of the basis and justification for the fee. This is followed by anyone appearing wishing to provide comment.

**Step No. 7:** The Board of Commissioners either approves by resolution or does not approve the proposed fee.

- If the fee is approved, it should then be added to the fee schedule of the District.

21.1.2 The current Fire District Fee Schedule is set forth in ***Appendix 21.1.2.***

Title 22  
Eagle Fire Protection District  
Ada County Development Impact Fee Policies

Chapter 1  
Findings

22.1.1 **Findings, Intent and Purpose:** The Board of Commissioners makes these findings, statement of intent and purpose for the approval and enactment of this Resolution, to wit:

- 22.1.1.1 The Board of Commissioners is the governing board of this Fire District organized and existing by virtue of Chapter 14 of Title 31 Idaho Code.
- 22.1.1.2 The Board of Commissioners of the Eagle Fire Protection District has the following discretionary powers, as provided in Idaho Code Section 31-1417(5), to manage and conduct the business and affairs of the Fire District which include, among others, *“To adopt such rules and resolutions as may be necessary to carry out their duties and responsibilities.”*
- 22.1.1.3 The Board seeks to formalize these findings by including them herein the District’s Policy.
- 22.1.1.4 The Fire District’s duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 22.1.1.5 The Fire District’s boundaries include some of the area within Ada County, state of Idaho (the “County”); and
- 22.1.1.6 The County and the Fire District are experiencing and are affected by considerable growth and development; and
- 22.1.1.7 The County is a governmental entity as defined in the Idaho Development Impact Fee Act codified at Chapter 82 of Title 67 Idaho Code (the “Act”) at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance, whereas this Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 22.1.1.8 Idaho Code Section 67-8204A, provides that a county, when affected by development, has the authority to enter into an intergovernmental agreement with a fire district for the purpose of agreeing to collect and expend development impact fees for payment of Fire District System Improvements costs incurred within the county; and
- 22.1.1.9 The purposes of the Idaho Development Impact Fee Act at Chapter 82 of Title 67 Idaho Code (the “Act”) as set forth in [Idaho Code Section 67-8202] are as follows:
  - Ensure that adequate public facilities are available to serve new growth and development;
  - Promote orderly growth and development by establishing uniform standards by which local governments may require those who benefit from new growth

and development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and

- Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 22.1.1.10 The Commissioners of Ada County (the “County Commissioners”) and the Commissioners of the Fire District have established and appointed, pursuant to Idaho Code Section 67-8205, the *Ada County/Eagle Fire Protection District Joint Development Impact Fee Advisory Standing Committee* (the “Ada County/Eagle Joint Advisory Committee”); and
- 22.1.1.11 The Ada County/Eagle Joint Advisory Committee has prepared a Capital Improvements Plan, as provided in Idaho Code Sections 67-8205 and 67-8206(2), and recommended the same to the Board of Commissioners of the Fire District and the County Commissioners as a basis for the adoption of a development impact fee ordinance establishing, collecting and expending Fire District impact fees; and
- 22.1.1.12 Prior to the adoption of the Capital Improvements Plan, the County Commissioners and the Board of Commissioners each, in accordance with Idaho Code Section 67-8206(3), published notice and held public hearings; and
- 22.1.1.13 The County and the Fire District have, pursuant to Idaho Code Section 67-8204A, entered into the *Ada County/Eagle Fire Protection District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements* (the “Ada County Agreement”) in order implement and facilitate the County Commissioners’ enactment of Ordinance No. \_\_\_\_\_, which is codified as Chapter 1 of Title 10 Ada County Code and has the following short title: *Ada County Participating Fire Protection District Development Impact Fee Ordinance* (the “Ordinance”) which is intended to provide for the establishment, collection and expenditure of development impact fees for the Fire District; and
- 22.1.1.14 The Ordinance was drafted in accordance with the Capital Improvements Plan and the provisions of Idaho Code Section 67-8204 and adopted by the County Commissioners; and
- 22.1.1.15 The Ordinance and the Ada County Agreement require that the Board of Commissioners establish and maintain the *Ada County/Eagle Fire Protection District Development Impact Fee Capital Projects Trust Fund* (the “Ada County/Eagle Trust Fund”) in order to receive, account for, maintain and expend Eagle Fire District Development Impact Fees collected pursuant to the Ordinance and the Agreement; and
- 22.1.1.16 The Ordinance and the Ada County Agreement require that the Board of Commissioners establish and maintain a Fire District agency position of *District Administrator* to facilitate the Fire District performance of the Ordinance and the Agreement; and
- 22.1.1.17 It is the intention of the Board of Commissioners by the adoption of this Resolution to comply with its duty and responsibilities under the Ordinance and the Ada County Agreement.

Chapter 2  
Ada County/ Eagle Fire Protection District Intergovernmental Agreement  
to Collect and Expend Development Impact Fees  
for Fire District Systems Improvements

- 22.2.1 In order to impose, collect and expend Fire District Impact Fees within the Fire District which is also within the unincorporated area of the County, pursuant to the laws of the state of Idaho as set forth in Chapter 1 of this Policy, the Ada County Commissioners have enacted the “*Ada County Participating Fire Protection District Development Impact Fee Ordinance*” codified as Chapter 1 of Title 10 Ada County Code (the “Ordinance”).
- 22.2.2 Additionally in order to impose, collect and expend Fire District Impact Fees within the County, the County Commissioners and the Commissioners of this Fire District have entered into the “*Eagle Fire Protection District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements*” (the “Ada County Agreement”).
- 22.2.3 This Fire District, pursuant to the Ada County Agreement, is required to abide by the terms and conditions required of it as set forth in the Ordinance and as set forth in the Ada County Agreement.

Chapter 3  
Ada County/Eagle Fire Protection District Development Impact Fee  
Capital Projects Trust Fund

- 22.3.1 **Trust Fund Established:** The *Ada County/Eagle Fire District Development Impact Fee Capital Projects Trust Fund* (the “Ada County/Eagle Trust Fund”) is hereby established as a custodial holding fund of the Fire District into which are deposited, maintained and expended Fire District Impact Fees which were collected pursuant to the Ordinance and the Ada County Agreement.
- 22.3.2 **Trust Fund not District Funds:** Funds, which are part of and accounted for by the Fire District as accounts of the Ada County/Eagle Trust Fund are not Fire District funds and not a part of the Fire District budget or the financial statement of Fire District funds but are held in trust in accordance with the terms and conditions of Idaho Law, the Ordinance and the Ada County Agreement and subject to appropriation and expenditure by the Fire District as provided by the Ordinance and Ada County Agreement.
- 22.3.3 **Trust Fund Administration:** The District Administrator administers the Ada County/Eagle Trust Fund in accordance with the following:
- 22.3.3.1 The Ada County/Eagle Trust Fund shall be divided into separate accounts, one for each Fire District Impact Fee collected.
- 22.3.3.2 Each separate account shall be designated by the last two digits of the year, month and date the Fee was collected, the name of the Fee Payer and county assessor parcel number (i.e. 18/5/1- Smith - Ada Parcel No. \_\_\_\_\_).

- 22.3.3.3 Each separate account shall be additionally designated, in the event it was paid under protest (i.e. UP) or is the subject of a claim for refund or reimbursement (i.e. CR).
  - 22.3.3.4 All funds in all accounts in the Ada County/Eagle Trust Fund shall be maintained in an interest bearing account. The interest earned on each Account pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of funds as the Fire District Impact Fees on which the interest is generated.
  - 22.3.3.5 *First-in/First-out.* All funds in each account shall be spent in the order collected, on a first-in/first-out basis.
  - 22.3.3.6 Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each Ada County/Eagle Trust Fund Account showing the source and amount of all funds collected and the projects that were funded.
- 22.3.4 **Expenditures from the Trust Fund:** The expenditure of Eagle Fire District Development Impact Fees collected and deposited to the Ada County/Eagle Trust Fund shall be subject to approval by the Board of Commissioners and made in accordance with the following:
- 22.3.4.1 In the event the Fire District intends to commence construction of System Improvements which are the subject of the Capital Improvements Plan and the Ordinance and the Fire District intends to use funds held in the Ada County/Eagle Trust Fund to pay System Improvements Costs, it shall include in the fiscal year budget, as a separate income line item and expense appropriation, the anticipated amount of Trust Funds intended to be used for such construction.
  - 22.3.4.2 Accounts which are the subject of a Fee Payer protest or a claim for refund or reimbursement, or Accounts in which the payment was based upon miscalculation shall not be expended until resolution of the protest, claim, or miscalculation. Expenditures shall thereafter be made in accordance with the final action on the protest, claim, or miscalculation.
  - 22.3.4.3 Accounts are subject to a refund in the event the Fire District fails to commence construction of System Improvements in accordance with the Ordinance, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the Fire District. The Fire District may hold Fire District Impact Fee for longer than eight (8) years if the Fire District identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the Fire District complies with the previous sentence, then any Eagle Fire District Development Impact Fees so identified shall be refunded to the Fee Payer if the Fire District has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.

- 22.3.4.3.1 Any refund due from these accounts shall be paid to the then owner of record of the parcel for which the Fire District Impact Fee was paid.
- 22.3.4.4 In accordance with the First-In/First-Out basis, above stated, expenditures shall be made from accounts in payment to the Fire District for Systems Improvements Costs incurred by the Fire District for the category of System Improvements within or for the benefit of the Service Area within the County which were Capital Improvements Costs to create additional improvements to serve new growth.
- 22.3.4.5 For each account, a surcharge shall be imposed for the collection of Fire District Impact Fees, as identified in the Capital Improvements Plan, which surcharge does not exceed the Development's Proportionate Share of the cost of preparing the Capital Improvements Plan.
- 22.3.4.6 **Eagle Trust Fund Audit:** As part of the Fire District's annual audit process, and separately for each development impact fee capital projects trust fund it shall prepare an annual report: (a) describing the amount of all Eagle Fire District Development Impact Fees collected, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Eagle Fire District Development Impact Fees collected, appropriated or spent for System Improvements during the preceding fiscal year by Systems Improvements category of District Capital Facilities.

#### Chapter 4 District Administrator

- 22.4.1 There is herein established the office of District Administrator, who shall be appointed by the Board of Commissioners and annually after the effective date of this Policy at its first meeting in February and who shall perform the functions and duties of the office as provided in the Ordinance, the Ada County Agreement, Ada County/Eagle Trust Fund and this Chapter.

Title 23  
Eagle Fire Protection District/City of Eagle  
Development Impact Fee Policies

Chapter 1  
Findings

[Amended by Resolution No. 26-2020, approved on November 30, 2020]

- 23.1.1 **Findings, Intent and Purpose:** The Board of Commissioners makes these findings, statement of intent and purpose for the approval and enactment of this Resolution, to wit:
- 23.1.1.1 The Board of Commissioners is the governing board of this Fire District organized and existing by virtue of Chapter 14 of Title 31 Idaho Code.
  - 23.1.1.2 The Board of Commissioners of the Eagle Fire Protection District has the following discretionary powers, as provided in Idaho Code Section 31-1417(5), to manage and conduct the business and affairs of the Fire District which include, among others, *“To adopt such rules and resolutions as may be necessary to carry out their duties and responsibilities.”*
  - 23.1.1.3 The Board seeks to formalize these findings by including them herein the District’s Policy.
  - 23.1.1.4 The Fire District’s duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
  - 23.1.1.5 The Fire District’s boundaries include some of the area within the City of Eagle, Ada County, state of Idaho (the “City”); and
  - 23.1.1.6 The City and the Fire District are experiencing and are affected by considerable growth and development; and
  - 23.1.1.7 The City is a governmental entity as defined in the Idaho Development Impact Fee Act codified at Chapter 82 of Title 67 Idaho Code (the “Act”) at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance, whereas this Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
  - 23.1.1.8 Idaho Code Section 67-8204A, provides that a city, when affected by development, has the authority to enter into an intergovernmental agreement with a fire district for the purpose of agreeing to collect and expend development impact fees for payment of Fire District System Improvements costs incurred within the city; and
  - 23.1.1.9 The purposes of the Idaho Development Impact Fee Act at Chapter 82 of Title 67 Idaho Code (the “Act”) as set forth in [Idaho Code Section 67-8202] are as follows:
    - Ensure that adequate public facilities are available to serve new growth and development;
    - Promote orderly growth and development by establishing uniform standards by which local governments may require those who benefit from new growth

and development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and

- Establish minimum standards for and authorize cities to adopt impact fee ordinances.

- 23.1.1.10 The City Council of the City of Eagle (the “City Council”) has established and appointed, pursuant to Idaho Code Section 67-8205, the *Eagle City Development Impact Fee Committee* (the “City of Eagle Advisory Committee”); and
- 23.1.1.11 The City of Eagle/Eagle Fire Protection District Joint Advisory Committee has prepared a Capital Improvements Plan, as provided in Idaho Code Sections 67-8205 and 67-8206(2), and recommended the same to the Board of Commissioners of the Fire District and the City Council as a basis for the adoption of a development impact fee ordinance establishing, collecting and expending Fire District impact fees; and
- 23.1.1.12 Prior to the adoption of the Capital Improvements Plan, the City Council and the Board of Commissioners each, in accordance with Idaho Code Section 67-8206(3), published notice and held public hearings; and
- 23.1.1.13 The City and the Fire District have, pursuant to Idaho Code Section 67-8204A, entered into the *City of Eagle/Eagle Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure Development Impact Fees for Eagle Fire Protection District Systems Improvements* (the “City of Eagle Agreement”) in order implement and facilitate the City Council’s enactment of Ordinance No. 835, which is codified as Chapter 6 of Title 7 Eagle City Code and has the following short title: *City of Eagle Fire District Development Impact Fee Ordinance* (the “Ordinance”) which is intended to provide for the establishment, collection and expenditure of development impact fees for the Fire District; and
- 23.1.1.14 The Ordinance was drafted in accordance with the Capital Improvements Plan and the provisions of Idaho Code Section 67-8204 and adopted by the City Council of the City of Eagle; and
- 23.1.1.15 The Ordinance and the City of Eagle Agreement require that the Board of Commissioners establish and maintain the *City of Eagle/Eagle Fire Protection District Development Impact Fee Capital Projects Trust Fund* (the “City of Eagle/Eagle Fire Trust Fund”) in order to receive, account for, maintain and expend Eagle Fire Protection District Development Impact Fees collected pursuant to the Ordinance and the City of Eagle Agreement; and
- 23.1.1.16 The Ordinance and the City of Eagle Agreement require that the Board of Commissioners establish and maintain a Fire District agency position of *District Administrator* to facilitate the Fire District performance of the Ordinance and the Agreement; and
- 23.1.1.17 It is the intention of the Board of Commissioners by the adoption of this Resolution to comply with its duty and responsibilities under the Ordinance and the City of Eagle Agreement.

Chapter 2  
City of Eagle/Eagle Fire Protection District  
Intergovernmental Agreement and Joint Powers Agreement for the  
Collection and Expenditure Development Impact Fees  
for Eagle Fire Protection District Systems Improvements

[Amended by Resolution No. 26-2020, approved November 30, 2020]

- 23.2.1 In order to impose, collect and expend Fire District Impact Fees within the Fire District which is also within the City, pursuant to the laws of the state of Idaho as set forth in Chapter 1 of this Title, the City Council of the City of Eagle has amended the "*City of Eagle Development Impact Fee Ordinance*" by the addition of sections 7-6-17 and 7-6-18 Eagle City Code (the "Ordinance").
- 23.2.2 Additionally in order to impose, collect and expend Fire District Impact Fees within the City, the City Council and the Commissioners of this Fire District have entered into the "*City of Eagle/Eagle Fire Protection District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure Development Impact Fees for Eagle Fire Protection District Systems Improvements*" (the "City of Eagle Agreement").
- 23.2.3 This Fire District, pursuant to the City of Eagle Agreement, is required to abide by the terms and conditions required of it as set forth in the Ordinance and as set forth in the City of Eagle Agreement.

Chapter 3  
City of Eagle/Eagle Fire Protection District Development Impact Fee  
Capital Projects Trust Fund

- 23.3.1 **Trust Fund Established:** The *City of Eagle/Eagle Fire Protection District Development Impact Fee Capital Projects Trust Fund* (the "City of Eagle/Eagle Fire Trust Fund") is hereby established as a custodial holding fund of the Fire District into which are deposited, maintained and expended Fire District Impact Fees which were collected pursuant to the Ordinance and the City of Eagle Agreement.
- 23.3.2 **Trust Fund not District Funds:** Funds, which are part of and accounted for by the Fire District as accounts of the City of Eagle/Eagle Fire Trust Fund are not Fire District funds and not a part of the Fire District budget or the financial statement of Fire District funds but are held in trust in accordance with the terms and conditions of Idaho Law, the Ordinance and the City of Eagle Agreement and subject to appropriation and expenditure by the Fire District as provided by the Ordinance and City of Eagle Agreement.
- 23.3.3 **Trust Fund Administration:** The District Administrator administers the City of Eagle/Eagle Fire Trust Fund in accordance with the following:
- 23.3.3.1 The City of Eagle/Eagle Fire Trust Fund shall be divided into separate accounts, one for each Fire District Impact Fee collected.
- 23.3.3.2 Each separate account shall be designated by the last two digits of the year, month and date the Fee was collected, the name of the Fee Payer and county assessor parcel number (i.e. 18/5/1- Smith - Ada Parcel No. \_\_\_\_\_).

- 23.3.3.3 Each separate account shall be additionally designated, in the event it was paid under protest (i.e. UP) or is the subject of a claim for refund or reimbursement (i.e. CR).
  - 23.3.3.4 All funds in all accounts in the City of Eagle/Eagle Fire Trust Fund shall be maintained in an interest-bearing account. The interest earned on each Account pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of funds as the Fire District Impact Fees on which the interest is generated.
  - 23.3.3.5 *First-in/First-out.* All funds in each account shall be spent in the order collected, on a first-in/first-out basis.
  - 23.3.3.6 Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each City of Eagle/Eagle Fire Trust Fund Account showing the source and amount of all funds collected and the projects that were funded.
- 23.3.4 **Expenditures from the Trust Fund:** The expenditure of Eagle Fire Protection District Development Impact Fees collected and deposited to the City of Eagle/Eagle Fire Trust Fund shall be subject to approval by the Board of Commissioners and made in accordance with the following:
- 23.3.4.1 In the event the Fire District intends to commence construction of System Improvements which are the subject of the Capital Improvements Plan and the Ordinance and the Fire District intends to use funds held in the City of Eagle/Eagle Fire Trust Fund to pay System Improvements Costs, it shall include in the fiscal year budget, as a separate income line item and expense appropriation, the anticipated amount of Trust Funds intended to be used for such construction.
  - 23.3.4.2 Accounts which are the subject of a Fee Payer protest or a claim for refund or reimbursement, or Accounts in which the payment was based upon miscalculation shall not be expended until resolution of the protest, claim, or miscalculation. Expenditures shall thereafter be made in accordance with the final action on the protest, claim, or miscalculation.
  - 23.3.4.3 Accounts are subject to a refund in the event the Fire District fails to commence construction of System Improvements in accordance with the Ordinance, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the Fire District. The Fire District may hold Fire District Impact Fee for longer than eight (8) years if the Fire District identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the Fire District complies with the previous sentence, then any Eagle Fire Protection District Development Impact Fees so identified shall be refunded to the Fee Payer if the Fire District has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.

- 23.3.4.3.1 Any refund due from these accounts shall be paid to the then owner of record of the parcel for which the Fire District Impact Fee was paid.
- 23.3.4.4 In accordance with the First-In/First-Out basis, above stated, expenditures shall be made from accounts in payment to the Fire District for Systems Improvements Costs incurred by the Fire District for the category of System Improvements within or for the benefit of the Service Area within the City which were Capital Improvements Costs to create additional improvements to serve new growth.
- 23.3.4.5 For each account, a surcharge shall be imposed for the collection of Fire District Impact Fees, as identified in the Capital Improvements Plan, which surcharge does not exceed the Development's Proportionate Share of the cost of preparing the Capital Improvements Plan.
- 23.3.4.6 **Eagle Fire Trust Fund Audit:** As part of the Fire District's annual audit process, and separately for each development impact fee capital projects trust fund it shall prepare an annual report: (a) describing the amount of all Eagle Fire Protection District Development Impact Fees collected, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Eagle Fire Protection District Development Impact Fees collected, appropriated or spent for System Improvements during the preceding fiscal year by Systems Improvements category of District Capital Facilities.

#### Chapter 4 District Administrator

- 23.4.1 There is herein established the office of District Administrator, who shall be appointed by the Board of Commissioners and annually after the effective date of this Policy at its first meeting in January and who shall perform the functions and duties of the office as provided in the Ordinance, the City of Eagle Agreement, City of Eagle/Eagle Fire Trust Fund and this Chapter.

## APPENDICES

APPENDIX 2.2.6	Policy Code Revision Form.....	145
APPENDIX 2.5.2.2	Receipt of District Policy Code.....	146
APPENDIX 3.2.8.2	Commissioner Expense Reimbursement Form.....	148
APPENDIX 3.3.1.2a	Notice of Vacancy .....	149
APPENDIX 3.3.1.2b	Written Request for Appointment.....	150
APPENDIX 3.4.1	Map of District .....	151
APPENDIX 8.2.2	Budget Request Form .....	152
APPENDIX 8.8.3	Board Certification to Treasurer of Surplus Fund for Investment.....	154
APPENDIX 9.1.1.1	Petition for Annexation .....	157
APPENDIX 9.1.2.2	Annexation Petition Staff Report.....	160
APPENDIX 9.1.2.3	Preliminary Deliberation Worksheet.....	162
APPENDIX 9.1.2.4	Hearing Format .....	163
APPENDIX 9.1.2.4.4	Sign-Up Sheet.....	165
APPENDIX 9.1.2.4.5	Exhibit List.....	166
APPENDIX 11.1C.6.2.1	Apparatus Bid Form .....	167
APPENDIX 11.3.2	Surplus Property Recommendation.....	172
APPENDIX 11.4.1.3	Notice of Personal Service Contract .....	178
APPENDIX 12.1.3.4	Notice of Do Not Destroy Records.....	179
APPENDIX 12.5.2.8a	Records Destruction Request .....	180
APPENDIX 12.5.2.8b	Resolution Authorizing Destruction of Records.....	181
APPENDIX 12.7.2.5	Personnel Records Request and Release Authorization.....	183
APPENDIX 13.2.1	Public Records Request.....	185
APPENDIX 15.3.1.4	Volunteer Status Agreement .....	190
APPENDIX 15.5.3.7.1	Written Notice of Completion of Initial Employment Medical Screening Examination for Disease .....	191
APPENDIX 15.7.7	Acknowledgement of Receipt of Drug and Alcohol-Free Workplace Policy.....	192
APPENDIX 15.9.12	Consent Agreement [Internet Use] .....	193
APPENDIX 15.13.1.1a	Request for Payroll Deductions for Labor Organization Dues .....	194
APPENDIX 15.13.1.1b	Cancellation of Payroll Deductions for Labor Organization Dues.....	195
APPENDIX 15.13.1.2	Training Request .....	196
APPENDIX 15.13.1.3	EFPD Leave Request-Absence Report Form .....	197
APPENDIX 16.1.1	Infection Control Program .....	198
APPENDIX 17.2.1	Notice of Privacy Practices.....	218
APPENDIX 17.2.2	Authorization Form.....	221

APPENDIX 20.1.2	Fireworks Sales .....	223
APPENDIX 20.1.5.1	Nonaerial Common Fireworks Sales .....	226
APPENDIX 20.2.2	Fireworks Display .....	228
APPENDIX 21.1.2	Eagle Fire Protection District Fee Schedule .....	231

**APPENDIX 2.2.6**

**Policy Code Revision Form**

- SUBJECT: Procedure, Name, Title, or area being discussed
- PURPOSE: Reason for the Development of the policy
- DIVISION AFFECTED: Who will be affected by adoption of this section
- POLICY: Direct order, or rules, pertaining to the aforementioned section
- RESPONSIBILITY: What is expected as a result of the policy, or who is responsible for the action included herein?
- OPERATIONAL IMPACT: i.e. Effect on other fire/rescue/EMS operations, S.O.P.s, and cost to the District to implement
- PROCEDURE: Where there is needed a specific guideline of action to be followed, regarding the subject matter included.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Proposed Policy Revision**

If this proposal is a revision of an existing Policy, write the existing Policy as it is presently written:

Policy Code Number

**NEW/ PROPOSED**

Policy Code Number

**APPENDIX 2.5.2.2 Receipt of District Policy Code**

THIS PERSONNEL POLICY IS NOT A CONTRACT. THIS POLICY DOES NOT IN ANY WAY IMPLY OR CREATE ANY RIGHTS, CONTRACTUAL OR OTHERWISE ON BEHALF OF EMPLOYEES OR VOUNTEERS OF EAGLE FIRE PROTECTION DISTRICT, THE DISTRICT SPECIFICALLY NEGATES ANY INTENTION TO CREATE AN EMPLOYMENT CONTRACT THROUGH ADOPTION OR DISSEMINATION OF THIS POLICY.

THE DISTRICT MAY, THROUGH FORMAL ACTIONS OF THE BOARD OF FIRE PROTECTION COMMISSIONERS, ENTER EMPLOYMENT CONTRACTS WITH CERTAIN EMPLOYEES. NO CONTRACT OF EMPLOYMENT WITH EAGLE FIRE PROTECTION DISTRICT WILL BE VALID UNLESS IT IS SIGNED IN ACCOURDANCE WITH PROPER PROCEDURE BY A SPECIFICALLY AUTHORIZED REPRESENTATIVE OF THE GOVERNING BOARD AND UNLESS IT IS SIGNED BY AND CONTAINS THE NAME OF THE EMPLOYEE WHO WOULD BE BENIFITED BY THE CONTRACT.

THE POLICIES AND ANY BENEFIT OFFERINGS OUTLINED IN THIS HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME, WITHOUT NOTICE. CHANGES MAY BE MADE IN THE SOLE DESCRETION OF THE GOVERNING BOARD. NOTHING CONTAINED IN THIS HANDBOOK IS INTENDED TO ALTER, REPLACE, OR SUPERSEDE ANY TERM OF COLLECTIVE BARGANING AGREEMENT VALIDITY ENTERED BY THE EAGLE FIRE PROTECTION DISTRICT IN ACCOURDANCE WITH CHAPTER 18, TITLE 44, IDAHO CODE OR OTHER APPLICABLE LAW. IN THE EVENT OF A CONFLICT BETWEEN THE POLICIES IN THIS HANDBOOK AND A WRITTEN CONTRACT OR COLLECTIVE BARGANING AGREEMENT MEETING THE ABOVE-MENTIONED REQUIREMENTS, THE TERMS OF THE APPLICABLE WRITTEN CONTRACT OR COLLECTIVE BARGANING AGREEMENT SHALL PREVAIL.

VOLUNTEERS OF THE DISTRICT MUST SIGN THE VOLUNTEER STATUS AGREEMENT ALONG WITH THE ACKNOWLEDGEMENT OF RECIEPT. SIGNING THE ACKNOWLEDMENT OF RECEIPT IS REQUIRED FOR BOTH EMPLOYEES AND VOLUNTEERS OF THE DISTRICT.

The provisions of this policy do not cover legal counsel for Eagle Fire Protection District.

I HAVE READ AND UNDERSTAND ALL OF THE MATERIAL IN THIS POLICY AND PROCEDURES MANUAL AND AGREE TO ABIDE BY THE RULES OF THE EAGLE FIRE PROTECTION DISTRICT.

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
DATE

Copy to File at Station  
Copy to Member

**EAGLE FIRE PROTECTION DISTRICT  
ACKNOWLEDGMENT OF RECIEPT**

The undersigned member of the Eagle Fire Protection District (the District) acknowledges that he/she has received and reviewed a copy of the Districts written manual detailing Administrative Policies, Standard Operating Procedures, Fire District Procedures, and Fire District Background (the Manual). By signing this document, I represent that I have read and understood these policies and procedures and will abide by them.

The Manual is provided for informational purposes. The Manual is not to be construed as a contract between the District and any of its employees or volunteers, and does not create or imply any rights, contractual or otherwise, on behalf of District employees or volunteers. Employment within the District is at the will of either the undersigned or the District, and either party may terminate their relationship with the District at any time, for any reason or no reason. Signature acknowledges awareness of this at-will relationship. The District may, through resolution of its Commission, alter or amend the Manual or any of its provisions at any time.

In the normal course of the Districts activities, the Manual will direct proper conduct and procedure within the District. However, situations may arise in which the District does not follow the specific procedures outlined. In such situations, the District retains the power to take appropriate actions, including, but not limited to, changing compensation, working conditions, work assignments, and termination of any relationship with the District. While the Manual provides information outlining various disciplinary actions that may eventually lead to termination, the District retains its ability to exercise all of the rights provided through the at-will relationship and allows employees and volunteers to similarly exercise such rights inherent in the at-will relationship.

\_\_\_\_\_  
District Employee or Volunteer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

**APPENDIX 3.2.8.2**

**Commissioner Expense Reimbursement Form  
EAGLE FIRE PROTECTION DISTRICT  
COMMISSIONER EXPENSE REIMBURSEMENT FORM**

**From:** The Board of Commissioners

**To:** Eagle Fire Protection District Treasurer

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

Commissioners actual expenses for travel and other expenses, as authorized by the Board of Commissioners for attendance at meetings or events other than regular or special Board of Commissioners meetings or Fire District Commissioners meetings, shall be paid in addition to attendance compensation. [I.C. § 31-1421 (2)] and Section 3.2.8.2 Eagle Fire Protection District Policy Code.

Name of the Meeting or Event: \_\_\_\_\_

Location: \_\_\_\_\_

Date	Expense Description (Travel, Meals, Lodging, Incidental Related Expenses) (For mileage travel claims, state the destinations and the round trip mileage.)	Amount
------	---	--------

Total

Receipts Attached except for mileage travel claims which are reimbursed at current IRS business standard mileage rate.

I do hereby verify that I have incurred by the above stated expenses for my attendance at the above stated meeting or event:

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**APPENDIX 3.3.1.2a Notice of Vacancy**

**NOTICE OF VACANCY  
FOR OFFICE OF COMMISSIONER OF SUBDISTRICT 1  
EAGLE FIRE PROTECTION DISTRICT  
[I.C. § 31-1409]**

**NOTICE IS HEREBY GIVEN:**

**Vacancy Commissioner Subdistrict No. \_\_ Declared:** That the Board of Commissioners of the EAGLE FIRE PROTECTION DISTRICT, Ada, Gem and Boise Counties, declares the office of Commissioner of Subdistrict No. \_\_ to be vacant.

**Meeting to Fill Vacancy:** The Board of Commissioners will meet at the Eagle Fire Station No. 1, 966 Iron Eagle Drive Eagle, Idaho 83616 at 6 p.m. on Tuesday, the \_\_ day of \_\_\_\_\_, 20\_\_, at which time the Commissioners will consider all Written Requests for Appointment to the position of the office of Commissioner of Subdistrict No. \_\_ and consider the appointment of a qualified individual to fill the vacancy.

**Term of Office:** The term of the appointed commissioner for Subdistrict No. \_\_ will expire at midnight on December 31, 20\_\_.

**Qualifications:** Residents of EAGLE FIRE PROTECTION DISTRICT who are interested in being appointed to the position of Commissioner are encouraged to submit a Written Request for Appointment, which can be obtained from the District Secretary, no later than 5:00 p.m. on Monday, the \_\_ day of \_\_\_\_\_, 20\_\_. In order to serve in this position, a person must be a qualified elector of Subdistrict No. \_\_ and have been a resident within the Fire District for a period of at least one (1) year.

Persons filing a Written Request for Appointment and all other persons are invited to attend said meeting.

\_\_\_\_\_

\_\_\_\_\_, Secretary  
EAGLE FIRE PROTECTION DISTRICT

Suggested publication date: \_\_\_\_\_

**Publish:** [I.C. § 31-1409(2) Publish in one issue of the official newspaper of the fire district.

**APPENDIX 3.3.1.2b      Written Request for Appointment**

**WRITTEN REQUEST FOR APPOINTMENT**

**OF**

[name] \_\_\_\_\_

**AS FIRE DISTRICT COMMISSIONER SUBDISTRICT No. \_\_\_\_**

[I.C. § 34-1409]

[Must be filed with Fire District Secretary by 5:00 p.m. on \_\_\_\_\_, 20\_\_]

I do hereby submit to the Commissioners of the EAGLE FIRE PROTECTION DISTRICT this Written Request for Appointment to the office of Commissioner of Subdistrict No. \_\_ of the Eagle Fire Protection District, to be appointed at the meeting to be held on the \_\_ day of \_\_\_\_\_, 20\_\_, and that my residence address is: \_\_\_\_\_, Eagle, Idaho.

I further certify that I am a qualified elector of Subdistrict No. \_\_ and have been a resident within the Eagle Fire Protection District for a period of at least one (1) year.

Dated: \_\_\_\_\_, 20\_\_.

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

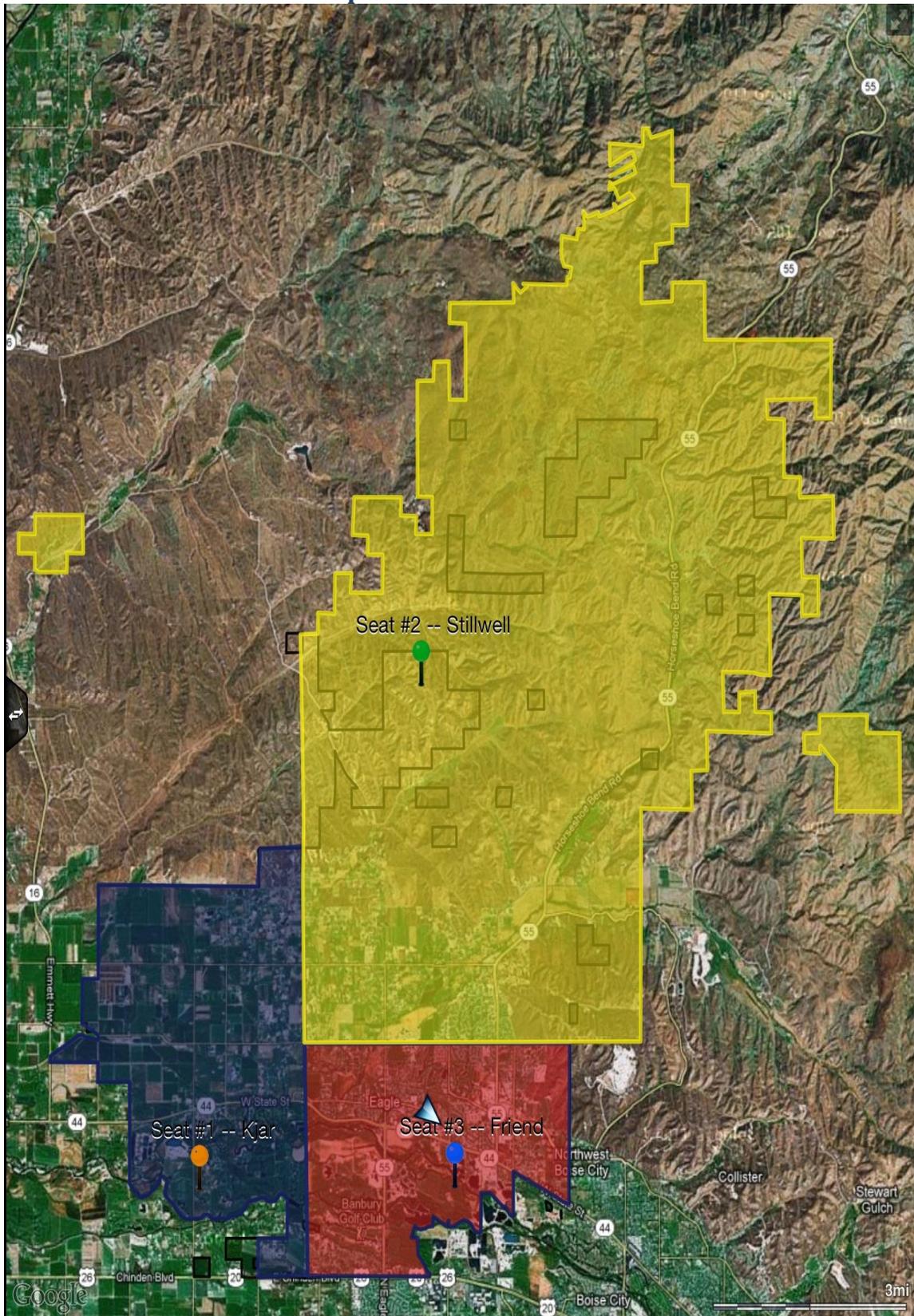
Contact phone: \_\_\_\_\_

You may attach any statement of specific interest or statement of your background to this Written Request for Appointment.

Return to:  
**EAGLE FIRE PROTECTION DISTRICT**  
**1119 E State St, Suite #240**  
**Eagle ID 83616**  
**208-939-6463**

APPENDIX 3.4.1

Map of District



**APPENDIX 8.2.2**

**Budget Request Form  
EAGLE FIRE PROTECTION DISTRICT  
BUDGET REQUEST FORM**

In preparing for the next budget cycle, I would like to have input from ALL members on the needs they would like to see addressed in the budget. Please fill out this request form, one for each request you have and forward to Chief by May 31st. Each request will be reviewed and prioritized. At the end of the budget cycle we will try to update you on the status of the request.

Item Requested:

---

---

How This Will Improve Service:

---

---

List Which District Goal(s) This Addresses:

---

---

Estimated Cost: \$ \_\_\_\_\_

What Is Required to In-Service This Request (Include Training Needs):

---

---

---

---

---

---

---

---

---

---

Name of Requestor: \_\_\_\_\_

----- Do Not Write Below This Line -----

The Request: Was  Was Not  Budgeted For

If Budgeted, the Item Can Be Found In: \_\_\_\_\_

To Complete the Request, Please Work With: \_\_\_\_\_

Additional Information is Needed Before We Can Process This Request. Please Provide the Following:

---

---

---

**APPENDIX 8.8.3**

**Board Certification to Treasurer of Surplus Fund for Investment**

**EAGLE FIRE PROTECTION DISTRICT**

**BOARD OF COMMISSIONERS**

**CERTIFICATION OF CAPITAL/SURPLUS/RESERVES/  
UNALLOCATED OR UNDIVIDED EARNINGS**

[I.C. § 57-127]

**From:** The Board of Commissioners

**To:** Fire District Treasurer

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

Pursuant to Idaho Code Section 57-127 and based upon the received and approved financial report of the Fire District Treasurer, the Board of Commissioners does herein determine the amount of the capital and surplus reserve and unallocated or undivided earnings funds of the Fire District, which amount is not needed for anticipated expenditures of the District for the period certified herein; and the Treasurer is authorized and empowered to invest the same, for the certified period, as permitted by Idaho Code Section 67-1210 and to report such investment of such amount to the Board.

**AMOUNT:** \_\_\_\_\_

**CERTIFIED PERIOD:** \_\_\_\_\_

**PASSED BY THE BOARD OF COMMISSIONERS** of the Eagle Fire Protection District, Ada, Gem and Boise Counties, state of Idaho, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Josh Tanner, Chairman/Commissioner-Subdistrict No.3

\_\_\_\_\_  
Brad Pike, Sr., Vice-Chairman/Secretary/Commissioner-Subdistrict No.1

**ATTEST:**

---

Angi McBride, Administrative Manager  
Eagle Fire Protection District

**CRITERIA FOR INVESTMENT CONSIDERATION:**

1. Probable safety of the capital investment.
2. Probable income to be derived from investment.
3. Liquidity of the investment at the conclusion of the certified period.

**TREASURER LIST OF INVESTMENT OPTIONS PERMITTED BY Idaho Code Section 67-1210**

- (a) **Bonds, treasury bills, interest-bearing notes**, or other obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) **General obligation or revenue bonds of the state of Idaho** or those for which the faith and credit of the state of Idaho are pledged for the payment of principal and interest.
- (c) **General obligation or revenue bonds of any county, city, metropolitan water district, municipal utility district, school district or other taxing district** in the state of Idaho.
- (d) **Notes, bonds, debentures, or other similar obligations issued by the farm credit system** or institutions forming a part thereof under the farm credit act of 1971, U.S.C., tit. 12, sections 2001-2259, and all acts of congress amendatory thereof or supplementary thereto; in bonds or debentures of the federal home loan bank board established under the federal home loan bank act, U.S.C., tit. 12, sections 1421-1449; in bonds, debentures and other obligations of the federal national mortgage association established under the national housing act, U.S.C., tit. 12, sections 1701-1750g, as amended, and in the bonds of any federal home loan bank established under said act and in other obligations issued or guaranteed by agencies or instrumentalities of the government of the state of Idaho or of the United States, including the United States small business administration guaranteed portion of any loan approved by an Idaho banking corporation and by the state treasurer.
- (e) **Bonds, notes or other similar obligations issued by public corporations of the state of Idaho** including, but not limited to, the Idaho state building authority, the Idaho housing and finance association and the Idaho water resource board.
- (f) **Repurchase agreements covered by any legal investment for the state of Idaho.**
- (g) **Tax anticipation notes and registered warrants of the state of Idaho.**
- (h) **Tax anticipation bonds or notes and income and revenue anticipation bonds or notes of taxing districts of the state of Idaho.**
- (i) **Time deposit accounts and savings accounts in state depositories** including, but not limited to, accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.
- (j) **Time deposit accounts and savings accounts of state or federal savings and loan associations**

- located within the geographical boundaries of the state** in amounts not to exceed the insurance provided by the federal deposit insurance corporation including, but not limited to, accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.
- (k) **Revenue bonds of institutions of higher education** of the state of Idaho.
  - (l) **Share, savings and deposit accounts of state and federal credit unions located within the geographical boundaries of the state** in amounts not to exceed the insurance provided by the national credit union share insurance fund and/or any other authorized deposit guaranty corporation, including, but not limited to, accounts on which interest or dividends are paid and upon which negotiable orders of withdrawal may be drawn, and similar transaction accounts.
  - (m) **Money market funds** whose portfolios consist of any allowed investment as specified in this section. The securities held in money market portfolios must be dollar-denominated, meaning that all principal and interest payments on such a security are payable to security holders in United States dollars.



5. Petitioner(s) are informed that the provisions of I.C. § 31-1411 provide in part: “ ... Upon receipt of any such petition the fire protection board shall hold a hearing not less than ten (10) nor more than thirty (30) days thereafter, or upon the written consent of the petitioner within one hundred eighty (180) days, and said board shall cause notice of such hearing, designating the time and place, to be published in at least one (1) issue of a newspaper of general circulation within the district. Any person supporting or objecting to such petition shall be heard at such hearing, if in attendance, and at the close of such hearing said board shall approve or reject said petition....”
  
6. Petitioner(s) consent to the Board of Commissioners’ holding a hearing on the above entitled matter greater than thirty days but less than one hundred eighty (180) days of the date of the filing of this petition for annexation.

**WHEREFORE**, petitioner prays that the Commissioners of the Eagle Fire Protection District receive this petition and enter the following Orders to wit:

1. Set a public hearing and publish notice of the hearing in accordance with the law; and
2. After receiving testimony:
  - 2.1 Enter an order of annexation the real property into the Eagle Fire Protection District; and
  - 2.2 Duly certify a copy of said order containing an accurate legal description of the annexed territory to the Board of County Commissioners of Ada/Gem/Boise County for the entry of an Order by the Commissioners of the County of annexation; and
  - 2.3 Record the Order of annexation entered by the Board of County Commissioners so as to include the annexed property on the tax rolls.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Petitioner

**VERIFICATION**

I, \_\_\_\_\_, being first duly sworn, deposes and says:

That I have read the foregoing, and I know the contents thereof, and believe the facts therein stated to be true and correct to the best of my knowledge and belief.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Petitioner

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

I, \_\_\_\_\_, a notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who, being by me first duly sworn, declared that he/she signed the foregoing document, and that the statements therein contained are true.

\_\_\_\_\_  
Notary Public for Idaho

[SEAL]

My Commission Expires: \_\_\_\_\_

**APPENDIX 9.1.2.2**

**Annexation Petition Staff Report  
EAGLE FIRE PROTECTION DISTRICT  
ANNEXATION PETITION STAFF REPORT**

Petitioner: \_\_\_\_\_

From: Chief of the Fire District

To: Board of Commissioners

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

**DESCRIPTION OF ANNEXATION REAL PROPERTY**

- Ownership:
- Location:
- Current Use and Improvements:
- Size:
- Proposed Development:
- Type
- Phasing
- Build out Predictions
- Current Assessed Valuation

**MASTER PLAN CONSIDERATIONS FOR ANNEXATION**

[mark appropriate description]

Adjacent to Existing Boundaries \_\_\_\_\_ Greater than 40 acres \_\_\_\_\_

Planning Area of subject Annexation:

Fire District Facilities and Personnel currently able to provide service to subject annexation real property: Eagle Administrative Office at 1119 E State St. Suite #240 Eagle, Idaho 83616

**SERVICE CONTRACT CONSIDERATIONS**

The annexation real property could be the subject of a service contract under Idaho Code Section 31-1431 so long as there is not a house or outbuilding on the subject annexation real property which is further distant from Fire Station No. 1 than the point on the external boundary of this fire district that is furthest distant from Station No. 1.

**Term:** Service contracts shall be for a term of one (1) year and shall commence at 12:01 a.m. on October 1 of such year and expire at midnight on September 30 of such year.

**Monetary Consideration:** Contracts shall provide for a monetary consideration to be paid in advance by such property owner, and the monetary consideration shall be based upon the cost of providing such service to such property owner, including, but not limited to, covering the District's administrative and contract preparation costs, including legal fees for preparation and review of the contracts, and shall also take into consideration the distance between such property and the fire station or other facility wherein the firefighting equipment of such fire protection district is kept. Monetary consideration shall in no event be less than the amount that would have been paid in taxes, which would have been levied and assessed under the provisions of this chapter if such property had been included within the boundaries of said fire protection district.

**CURRENT SERVICE ISSUES**

Can the subject area be serviced from Station No. 1?

Will the subject annexation real property area be designated "Special Hazard" requiring additional fire protection systems as part of the construction and development of the same? \_\_\_\_\_

If so, please generally describe what those systems are anticipated to include:

If the subject annexation real property area would be designated "Special Hazard," what planned fire station facilities could serve the subject annexation real property in order to eliminate the Special Hazard designation:

What is the anticipated cost of land acquisition and facilities construction? \$

What are the anticipated equipment acquisitions and costs? \$

What personnel staffing is required and what are the annual anticipated costs of maintenance and staffing of the new facility? \$

What is the service area of the planned fire station?

**LAND USE DEVELOPMENT PERMIT APPLICATIONS**

Is the subject annexation real property part of a development application with a land use regulating government [Ada County, Gem County, Boise County or City of Eagle] by which the Fire District can be compensated or where conditions are imposed upon the applicant that will directly benefit the Fire District? If so, please set forth any relevant aspects of pending development application.

- Development Agreement
- Conditional Use Permit
- Development Impact Fee
- Subdivision Mitigation Fee
- Proposed LID

**Petitioner's Offers:** What is the petitioner willing to do as a consideration of annexation if any?

**RECOMMENDATION**

- Deny Annexation
- Deny Annexation and offer a Service Contract under the following proposed terms:

What would be the appropriate fee for contract services? \$ \_\_\_\_ for fiscal year 2012

- Grant Annexation subject to the following terms and conditions:

**APPENDIX 9.1.2.3**

**Preliminary Deliberation Worksheet  
BOARD OF COMMISSIONERS  
PRELIMINARY DELIBERATION WORKSHEET**

**Annexation Work Sheet**

APPLICANT: \_\_\_\_\_

APPLICATION: Case # Annex \_\_\_\_ - \_\_\_\_ : Annexation of and Zoning \_\_\_\_\_ of \_\_\_\_ acres  
(more or less)

Questions of fact to be determined by the Board of Commissioners in deliberation after the public hearing has been closed for the receipt of evidence and in consideration of all the evidence presented:

- Question 1 Has notice been provided as required by Idaho Code Section 31-1411 by publication in at least (1) issue of the newspaper of general circulation within the fire district?
- Question 2 Determination as to whether or not the owner of the subject real property applied or joined the application?
- Question 3 Is the subject real property immediately adjoining the external boundaries of the Eagle Fire Protection District? If the answer is no, then is the real property which is the subject of the annexation not less than forty (40) contiguous acres?
- Question 4 Is the legal description of the subject real property sufficient for purposes of submission and approval by the Idaho State Tax Commission?
- Question 5 Is it in the best interests of the Fire District and the applicant to grant the petition?

**ATTORNEY TO DRAFT FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

To prepare the same in accordance with the announced preliminary decision and findings and Recommendations [following are choices]:

- Deny the Application:
- Grant the Application as submitted:
- Grant the Application subject to conditions.

## APPENDIX 9.1.2.4

### Hearing Format FORMAT FOR CONDUCT OF PUBLIC HEARINGS BEFORE THE COMMISSIONERS OF THE EAGLE FIRE PROTECTION DISTRICT

- \* If the Chairman determines to have the hearing run by a Designee, he/she should so note, and have that decision affirmed by a motion of the Commissioners.

#### OPENING COMMENTS BY COMMISSION CHAIRMAN

1. All interested parties should now PROVIDE ALL EXHIBITS they intend to introduce at this hearing to the Secretary so the same may be pre-marked before the hearing commences.
2. Have ALL PERSONS WHO WISH TO SPEAK and offer testimony at this hearing sign the sign-up sheet in care of the Secretary.
3. Provide a BRIEF REVIEW of how the hearing will be conducted, [Brief opening statement each party and then a Staff report and followed by Applicant/Petitioner/Appellant, each with an opportunity for rebuttal, and then closing statements]. The rules of evidence are not formal other than what is relevant.  
401 IDAHO RULES OF EVIDENCE definition will be used which is:  
“Relevant Evidence” means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.” The Chairman will rule on matter of relevance and will conduct the hearing.
4. INSTRUCTION TO ALL WITNESSES: When you testify please first state your name, address, and interest in this matter followed, by specific testimony of relevant facts within your knowledge. If you refer to an exhibit, please identify it by number. (All Witnesses must first identify their name and state their interest in this matter).

#### HEARING COMMENCED

1. **OPENING STATEMENT BY CHAIRMAN:** This is the time and place set for the conduct of the public hearing regarding the application [NAME OF APPLICANT].
2. **REPORT OF RECORDING SECRETARY AND IDENTIFICATION OF PREMARKED EXHIBITS:** The Commissioners will now receive a report from the Recording Secretary, which will identify all pre-marked exhibits and all persons who have signed up to testify. (This will allow interested parties to provide additional pre-marked exhibits if any are left out, and for persons who did not sign up to speak to be added to the list. It will also give the Commissioners information concerning the amount of time this hearing will take). Objections to exhibits are to be noted at this time by the Commissioners.
  - 2.1 **The Recording Secretary submits all pre-marked exhibits which should include** Staff Reports, all Notices and Affidavits of Publication [as are relevant to the hearing] to be accepted by the Commissioners as part of the record.
3. **MOTION TO ACCEPT EXHIBITS:** The exhibits which are reported by the Secretary and unless objected to shall be admitted into the record by motion of the Board. [Use Exhibit List Form]
4. **CHIEF’S REPORT:** Chief report and testimony received.  
Stand for questions by Commissioners.
5. **APPLICANT/S:** Testimony  
Stand for questions by Commissioners.
6. **OTHER WITNESSES WHO HAVE SIGNED UP CALLED ON IN ORDER OF SIGN UP:** Testimony  
Stand for questions by Commissioners.

7. **REBUTTAL BY CHIEF THEN BY APPLICANT IS NEEDED:**  
Stand for questions by Commissioners.
8. **All Interested Parties rest.**
9. **Recording Secretary announces the list of exhibits admitted as part of the record.**
10. **Commission by vote closes the record for the receipt of testimony and/or evidence.**
11. **Commission deliberation.**
12. **Commission concludes deliberation and announces the preliminary decision and instructs the District's Attorney to prepare the Findings of Fact and Conclusions of Law and Order of Decision** in accordance with their preliminary decision to be drafted and routed to Commissioners individually for review.
13. **Commission continues the hearing by motion to a date and time certain meeting for consideration and adoption for the Findings of Facts, Conclusions of Law and Order of Decision.**

#### **FOLLOW-UP TO HEARING**

1. Attorney presents draft of Findings at open meeting for consideration by the Commission members to either approve and/or amend.
2. Commissioners execute their decision, which is then served by the Recording Secretary upon the Petitioner/Applicant/ Appellant and any other real party in interest requesting notice.

**APPENDIX 9.1.2.4.4**

**Sign-Up Sheet**

**EAGLE FIRE PROTECTION DISTRICT  
PUBLIC HEARING SIGNUP SHEET  
Annexation**

**Petitioner:** \_\_\_\_\_  
**Date:**

**I wish to speak at the above referenced public hearing:**

Name	Address
------	---------

**APPENDIX 9.1.2.4.5 Exhibit List**

**EAGLE FIRE PROTECTION DISTRICT  
EXHIBIT LIST**

Application Name		Case Number
Appellant/Petitioner/Appellant	Staff:	Annex 08- Hearing Date
Board of Commissioners	Court Reporter _____ Tape Recorded: _____ Secretary Minutes: _____	Hearing location:  Station 1

	Description of Evidence	Withdrawn	Refused	Admitted
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

## APPENDIX 11.1C.6.2.1 Apparatus Bid Form

### EAGLE FIRE PROTECTION DISTRICT

BID FORM - No. \_\_\_\_\_ - \_\_\_\_\_

#### FIRE APPARATUS

*[This is a 3-page form]*

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Specific bid information contained in second column from the left in each row is an example only and should be reviewed and changed to the specifications for each bid prior to completing this form.**

#### APPARATUS

#### [Minimum Bid Requirements]

Specify Bid as to whether it [Yes] includes Bid Requirement or [No] it does not include Bid Requirement.  
List exceptions to bid requirements at end of form.

		YES	NO
<b>Apparatus</b>	Fire Truck, triple-combination pumper, midship mounted fire pump, apparatus body, booster tank		
<b>Equipment</b>	Pump: Valves: Plumbing: Gage: Materials: Tanks: Hoses: Ground Ladders:		
<b>Carrying Capacity</b>	GAWR and GCWR or GVWR of chassis adequate to carry fully equipped apparatus, including full water and other tanks, specified hose load, unequipped personnel weight, ground ladders and miscellaneous equipment allowance of 2000 pounds		
<b>Compartments</b>	Adherence to compartmentation layout		
<b>Placard</b>	Affixed and visible to driver stating maximum number of personnel vehicle is designed to carry		
<b>Height</b>	Height of fully loaded vehicle's center of gravity shall not exceed the chassis manufacturer's maximum limit.		
<b>Warranty</b>	_____years limited warranty as described in <b>Appendix B</b>		

**Design**

Vehicle shall be free from hazardous protrusions, angles or sharp corners. All water, air, fuel, hydraulic and/or oil lines on chassis and apparatus shall be properly located and securely tie-wrapped to prevent scuffing or abrasion. Durable type grommets or loom material shall be used to protect the lines wherever a line passes through the apparatus body or frame rail sections. All grease fittings, bleeders, filler plugs, drains and check points shall be located so as to be easily accessible. No special tools shall be required to access these components for normal service or maintenance of the vehicle. All parts and components on the vehicle shall be positioned for ease of inspection and recognition of wear or failure. Easily removable access or cover plates shall be provided for all items requiring periodic service or adjustment. Access panels shall be of the hinged or quick disconnect design-allowing ease of access. Design of the apparatus shall be such that no disassembly of the body or any of its parts is required for normal maintenance. All components of the chassis and apparatus shall be protected against rain, snow or other adverse weather conditions.

**Acceptance Tests**

**Road test** [apparatus loaded with full complement of hose and men, full water tank and equipment as specified in “Carrying Capacity” on paved roads, dry and in good condition. Tests shall be on the basis of two runs in opposite directions over the same route, the engine not operating in excess of manufacturer’s maximum rpm. 1) From a standing start through the gears, the vehicle shall attain a true speed of 35 mph within 25 seconds. From a steady speed of 15 mph, the vehicle shall accelerate to a true speed of 35 mph within 30 seconds; 2) Vehicle shall attain a minimum top speed of 50 mph on a level road; 3) Apparatus shall be able to maintain a speed of at least 20 mph on any grade up to and including 6 percent;

**ULI pump test** conducted by manufacturer [cost borne by supplier];

**Certification test** conducted by manufacturer in accordance with NFPA 1901 requirements with certificate provided; Acceptance tests shall be conducted prior to delivery or within 10 days after delivery by the manufacturer’s representative in the presence of designated fire district person(s). If apparatus fails to meet test requirements, a second trial may be made within thirty days at the option of the Fire District.

**Documentation**

Engine manufacturer’s certified brake horsepower curve showing maximum no load governed speed;  
Manufacturer’s record of pumper construction details;  
Pump manufacturer’s certification of suction capability;  
Pump manufacturer’s certification of hydrostatic test;  
Certification of inspection and testing by Underwriter’s Laboratories Inc. [if specified];  
Copy of apparatus manufacturer’s approval for stationary

pumping applications;  
 Weight documents from a certified scale showing actual loading on front axle, rear axles(s) and overall vehicle (with water tank full but without personnel, equipment or hose);  
 Two copies of complete operation and maintenance manual covering apparatus [including pump and firefighting equipment] as delivered

**Data Plates**

**At Pump Operator’s Position:** Test data plate giving the rated discharges and pressures, together with the speed of the engine as determined by the manufacturer’s test for unit.

**In Driver’s Compartment:** Data plate specifying quantity and type of engine oil, engine coolant, chassis transmission fluid, pump transmission lubrication fluid, pump primer fluid, drive axle lubrication fluid, air conditioning refrigerant, air conditioning lubrication oil, power steering fluid, cab tilt mechanism fluid, transfer case fluid, equipment rack fluid, air compressor system lubricant, and generator system lubricant

**Placards**

**Seat Belt Placard:** Permanent placards affixed and visible to all seated occupants instructing occupants to wear seat belts;

**Rear Step Placard:** Permanent placard affixed to rear step area instructing that riding on rear step is prohibited.

**Drawing**

CAD Line drawing of left side with chassis cab, right, and rear views of vehicle. Drawing must be large size “D” and show exact apparatus as proposed [not a similar unit].

**Certificate of Insurance**

Product liability insurance coverage  
 Liability: 12 million dollars  
 General: 2 million  
 Umbrella: 10 million  
 Insurance company: \_\_\_\_\_  
 Policy number: \_\_\_\_\_  
 Effective dates: \_\_\_\_\_

Manufacturer shall maintain full insurance coverage on cab and chassis until apparatus is delivered and accepted by the Fire District.

**Compliance with State and Federal Requirements**

Such details and other construction features not specifically covered herein shall conform with all State and Federal requirements and the NFPA Pamphlet No. 1901 “Standard for Automotive Fire Apparatus” in effect at the time the contract is signed.

**Delivery**

Apparatus delivered under its own power [rail or truck freight is not acceptable] complete and ready for operation.

The following is a listing of delivered units of similar design:

<b>#</b>	<b>Purchaser</b>	<b>Contact Person</b>	<b>Phone number</b>
1			
2			

- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

**List Exceptions to Bid Specifications Below:**

---

---

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---

---

---

---

---

Fire Truck Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Location of factory where apparatus is built: \_\_\_\_\_

Location where service work will be performed: \_\_\_\_\_

Total Price F.O.B. Eagle Fire Protection District: \$ \_\_\_\_\_

Bid Bond enclosed [5% of bid price]: \$ \_\_\_\_\_ [payable to Eagle Fire Protection District]  
 cash     cashier's check     certified check     bidder's bond

Current FAMA Certificate of Membership or confirmation letter attached: [yes/no] \_\_\_\_\_

Manufacturer will provide Performance Bond: [yes/no] \_\_\_\_\_

Manufacturer will provide Pre-Construction Conference: [yes/no] \_\_\_\_\_

Manufacturer will provide Inspection Trips: [yes/no] \_\_\_\_\_

Approximate delivery date of fire truck: \_\_\_\_\_ or  
Days from date of bid acceptance until delivery of completed apparatus: \_\_\_\_\_

Equipment Supplier Dealer: \_\_\_\_\_

Sales Representative: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**APPENDIX 11.3.2**

**Surplus Property Recommendation**

**STEP 1**

**EAGLE FIRE PROTECTION DISTRICT  
SURPLUS PERSONAL PROPERTY  
RECOMMENDATION FORM  
[I.C. § 31-1420]**

**From:** Office of the Chief/Secretary

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

**To:** Board of Commissioners

Please be advised that the following described property has been determined by the Chief of the Fire District and/or the Secretary as no longer useful for the Fire District’s purposes, with the estimated values as set forth below and the Board is hereby requested to declare the same as surplus and render an opinion as to its value:

Description of Property	Department Assigned	Estimated Value	Fund proceeds to be accounted to
-------------------------	---------------------	-----------------	----------------------------------

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Fire Chief

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

**STEP 2 Commissioner Resolution Declaring Personal Property No Longer Useful**

**EAGLE FIRE PROTECTION DISTRICT  
ADA, GEM and BOISE COUNTIES, STATE OF IDAHO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF EAGLE FIRE PROTECTION DISTRICT MAKING FINDINGS;**

- **DECLARING CERTAIN PERSONAL PROPERTY NO LONGER USEFUL;**
- **ESTABLISHING BOARD OPINION AS TO VALUE;**
- **ESTABLISHING THE PROCESS FOR DISPOSITION AND SALE OF PERSONAL PROPERTY; AND**
- **ESTABLISHING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EAGLE FIRE PROTECTION DISTRICT:**

**Section 1 Findings**

The Board of Commissioners makes the following findings;

- 1.1 Idaho Code Section 31-1420 provide the Board with authority to find and declare District personal property as no longer useful to the District and is required to then follow certain procedures for the sale, conveyance and disposition of the same; and
- 1.2 The Board has received the Surplus Personal Property Recommendation and Valuation from the Chief and/or the Secretary as follows:

Description of Property	Department Assigned	Estimated Value	Fund proceeds to be accounted to
-------------------------	---------------------	-----------------	----------------------------------

**NOW THEREFORE IT IS HEREBY RESOLVED:**

**Section 2. Actions**

- 2.1 The District no longer has use for the above described personal property and is herein declared surplus; and
- 2.2 The above described surplus property has, in the opinion of the Board, the recommended value set forth above.
- 2.3 For surplus personal property valued greater than \$10,000 proceed to Step No. 3, for surplus personal property valued less than \$10,000 proceed to Step No. 5.

**Section 3. Effective Date**

- 3.1 This Resolution shall be in full force and effect from the date of its passage.

**PASSED** by the Board of Commissioners of the Eagle Fire Protection District this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner-Subdistrict No. 1

\_\_\_\_\_  
Commissioner-Subdistrict No. 2

\_\_\_\_\_  
Commissioner-Subdistrict No. 3

Attest: \_\_\_\_\_

\_\_\_\_\_, Secretary

**STEP 3**

**Action by the Board of Commissioners regarding Surplus Property with estimated value greater than \$10,000.00:**

Board of Commissioners Meeting Date: \_\_\_\_\_

The selection and appointment of two (2) independent individuals "Evaluators", who have knowledge of the personal property, to assess the value of the surplus personal property:

1. Name: \_\_\_\_\_ /Contact Information: \_\_\_\_\_

2. Name: \_\_\_\_\_ /Contact Information: \_\_\_\_\_

Dated: \_\_\_\_\_

Chairman of the Board of Commissioners: \_\_\_\_\_

Attest: \_\_\_\_\_, Secretary

**STEP 4**

**Action by the Board of Commissioners regarding acceptance of evaluators' valuation of surplus personal property, with estimated value greater than \$10,000.00:**

SURPLUS PROPERTY	EVALUATOR No. 1 Value of Property	EVALUATOR No. 2 Value of Property
------------------	--------------------------------------	--------------------------------------

Board of Commissioners Meeting Date: \_\_\_\_\_

Dated: \_\_\_\_\_

Chairman of the Board of Commissioners: \_\_\_\_\_

Attest: \_\_\_\_\_, Secretary

**STEP 5**

**Board establishes a process for the sale, conveyance and disposal of surplus personal property:**

Board of Commissioners Meeting Date: \_\_\_\_\_

**[Place an X in selected Option.]**

**Selected:** \_\_\_\_\_ **Option No. 1: To Government Agency:**

To another government entity means either federal, state, political subdivision or taxing district. Now follow the provisions of Idaho Code Section 31-1420 (8) to establish the conditions. This option requires Board Resolution that the grant or exchange is in the public interest to do so.

**Selected:** \_\_\_\_\_ **Option No. 2 for Surplus Personal Property valued under \$10,000:**

Proceed without published notice and conducted as recommended by the Chief and/or Secretary and/or as directed by the Board.

**Selected:** \_\_\_\_\_ **Option No. 3: for Surplus Personal Property valued over \$10,000:**

Sold at public sale by sealed bids to highest bidder with due notice of sale describing the personal property and the value. Notice to be published twice in the official paper with the first publication not less than 15 days before the sale.

Dated: \_\_\_\_\_

Chairman of the Board of Commissioners: \_\_\_\_\_

Attest: \_\_\_\_\_, Secretary

**APPENDIX 11.4.1.3 Notice of Personal Service Contract**

**EAGLE FIRE PROTECTION DISTRICT  
NOTICE OF PERSONAL SERVICE CONTRACT [I.C. § 59-514 (1)]**

**Please take notice:** The Board of Eagle Fire Protection District has entered into a personal service contract with: \_\_\_\_\_ for the amount of \$\_\_\_\_\_ for the following services: \_\_\_\_\_

\_\_\_\_\_  
[Limited to one sentence]

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Eagle Fire Protection District

By: \_\_\_\_\_  
Angi McBride, Administrative Manager

Suggested Publication date: \_\_\_\_\_

Notice shall be published in the official paper once within 15 days of entering contract.

**APPENDIX 12.1.3.4 Notice of Do Not Destroy Records**

**EAGLE FIRE PROTECTION DISTRICT  
Office of the Commissioners**

Eagle Fire Protection District  
1119 E State St, Suite #240  
Eagle ID 83616

**NOTICE OF DO NOT DESTROY RECORDS**

From: Office of the Fire District Secretary

To: All Employees of Eagle Fire Protection District

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

This is to advise that the Fire District has been served with a tort claim for damages by [name of claimant] \_\_\_\_\_ for an incident described as follows:

\_\_\_\_\_  
\_\_\_\_\_

This notice is being sent pursuant to Section \_\_\_\_\_ of the District’s records policy.

No requests for records destruction will be accepted by the Secretary during pendency of this Notice. You are hereby directed not to destroy any notes, photographs, recordings or materials, whether digital or hard copy, you may have in your possession or for which you are responsible that may in anyway relate to the subject claim. If you have any such materials, please notify your supervisor.

This notice remains in effect until released. I appreciate your cooperation. If you have any questions, please ask your supervisor or the Fire Chief.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary

**APPENDIX 12.5.2.8a      Records Destruction Request**

**EAGLE FIRE PROTECTION DISTRICT  
RECORDS DESTRUCTION REQUEST NO. \_\_\_\_\_**

DATE: \_\_\_\_\_

TO:     Board of Commissioners

FROM: Fire District Secretary

RE:     Recommendation and Request for Resolution  
          Ordering the Destruction of Fire District Records

I do hereby make recommendation and request pursuant to the Fire District’s Records Classification and Retention Policy for a Resolution by the Board of Commissioners authorizing me to destroy the following described Fire District Records:

Record Description	Date Created	Classification
--------------------	--------------	----------------

I have determined that each of the above stated records has been retained beyond the time period required by its classification; and

I have determined together with review and advice of Fire District Staff that there is no continued need of the Fire District either for its administrative needs or for any reasons of antiquity to continue to retain the above stated records and I therefore seek authority of the Board of Commissioners to destroy the same.

\_\_\_\_\_  
Secretary  
Eagle Fire Protection District

**APPENDIX 12.5.2.8b      Resolution Authorizing Destruction of Records**  
**EAGLE FIRE PROTECTION DISTRICT**  
**RESOLUTION NO. 20\_\_ - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE EAGLE FIRE PROTECTION DISTRICT, ADA, GEM AND BOISE COUNTIES, STATE OF IDAHO; AUTHORIZING THE DESTRUCTION OF FIRE RECORDS UPON REQUEST OF THE FIRE DISTRICT [insert title].**

**BE IT RESOLVED** by the Commissioners of the Eagle Fire Protection District, Ada, Gem and Boise Counties, State of Idaho:

**Section 1.      Record Destruction Authorization**

The Secretary of this Fire District is hereby authorized to destroy the following described records.

Record Description	Date Created	Classification
--------------------	--------------	----------------

**Section 2.      Effective Date**

The District Secretary is directed to file this Resolution forthwith in the official records of this Fire District, and the same shall be in full force and effect from the date of its passage.

PASSED by the Board of Commissioners of the Eagle Fire Protection District this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Name], Commissioner, District 1

\_\_\_\_\_  
[Name], Commissioner, District 2

\_\_\_\_\_  
[Name], Commissioner, District 3

ATTEST:

---

[Name of Commissioner], Secretary  
Eagle Fire Protection District

**APPENDIX 12.7.2.5 Personnel Records Request and Release Authorization**

**EAGLE FIRE PROTECTION DISTRICT**

Eagle Fire Administrative Office  
1119 E State St. Suite #240,  
Eagle, Idaho 83616

**PERSONNEL RECORD REQUEST AND RELEASE AUTHORIZATION**

[This is a 2-page form]

TO: Fire District Chief

FROM: Requester: \_\_\_\_\_

Address: \_\_\_\_\_

Please provide the herein below requested records to the above address or notify Requester at the following phone # \_\_\_\_\_ that the records are ready for delivery at the Administrative Office of the Fire District above referenced.

**PLEASE NOTE: THE FIRE DISTRICT CHIEF WILL NOT PRODUCE THE PERSONNEL RECORDS REQUESTED WITHOUT THIS FORM BEING COMPLETED, INCLUDING THE SIGNED AUTHORIZATION OF THE FIRE DISTRICT EMPLOYEE RELEASING THE REQUESTED RECORDS.**

Name of Fire District Employee: \_\_\_\_\_

Identify and or describe the Fire District personnel records requested:

Set forth the intended use and purpose of the personnel records herein requested.

Are the personnel records requested the subject of an Agreement and/or Court order of confidentiality?

Yes  No

If so, please attach a copy of the Agreement and/or Court Order.

Requester is willing to pay a charge to reproduce the requested record as a condition of this request in accordance with the Fire District’s Public Records request fees.

The Undersigned represents that the above and foregoing statements are true and correct and fully intends that the Fire District Employee whose records are herein being requested and the Fire District Chief shall rely upon them.

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

Requester

**RECORDS RELEASE AUTHORIZATION BY FIRE DISTRICT EMPLOYEE**

The above-named employee having read the above and forgoing request and, in reliance upon representations of the requester and upon employee’s advice and information, does hereby release and authorize the Fire District Chief to provide a copy of my personnel records herein requested to the requester.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Employee

---

**FIRE DISTRICT CHIEF OFFICIAL ACTION AND PROCESS**

---

Review by Fire District Chief of completed Request Form: \_\_\_\_\_ initials/\_\_\_\_\_ date

Copy fee paid or waived and copy of personnel records delivered to Requester: \_\_\_\_\_ initials/\_\_\_\_\_ date

Original of this form has been placed in Employee’s Personnel Records File and a copy has been provided to the Employee: \_\_\_\_\_ initials/\_\_\_\_\_ date

---

**APPENDIX 13.2.1**

**Public Records Request**

**EAGLE FIRE PROTECTION DISTRICT  
PUBLIC RECORDS REQUEST FORM**

[This is a 5-page form]

**STEP NO. 1 REQUESTER COMPLETES THIS PAGE AND FILES REQUEST:**

**Request must be filed** at the Eagle Fire Administrative Office Address: 1119 E State St. Suite #240 Eagle, Idaho 83616 on regular business days (excluding legal holidays) between the hours of 8:00 a.m. and 5:00 p.m. by delivering the original to the Shift Commander on duty.

Idaho Code Section 74-102 provides the procedures for reviewing and/or copying public documents. All requests to examine or copy public records **MUST BE MADE IN WRITING**. Please complete this form. All copies made are subject to a copying cost that may be required prior to receipt of records. All requests received after normal business hours (excluding holidays) shall be deemed received the next business day.

PLEASE TYPE OR PRINT LEGIBLY

Name of Requester: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

I Request to Receive the Response to My Public Records Request in the Following Format: (CHECK ONE)

- Mail
- Phone
- E-mail
- Fax

Description of the Public Records Requested:

**NOTICE TO REQUESTER**

**Estimate of Fees:** Idaho Code Section 74-102 (12) provides: In the event the Secretary, as the custodian of the records, in the process of this request determines that completing this request is likely to involve the production of more than 100 copies, or involve more than 2 hours of staff time, and/or will involve legal advice for review and redaction, the Secretary will estimate those fees and provide written notice to the Requester requiring advance payment of those estimated fees. If the estimated fees are then paid the Secretary will proceed with the Request. Funds received will be credited to the Requester’s account. Any portion of an advance payment of fees by the Requester, in excess of the actual costs incurred in responding to the request, shall be returned to the requester.

In the event the Secretary provides written notice requiring advance payment of estimated fees this request will not be considered received until advanced payment has been made by the requester.

**Exemptions from Fees**

No fee for labor or copying shall be charged in the event the requester demonstrates that the requester’s examination and/or copying of public records:

- Is likely to contribute significantly to the public’s understanding of the operations or activities of the government; and
- Is not primarily in the individual interest of the requester including, but not limited to, the requester’s interest in litigation in which the requester is or may become a party; and
- Would not otherwise occur because the requester has insufficient financial resources to pay such fees.

I am not claiming an exemption.

I am claiming an exemption based upon the following:

*[Set out your factual basis, addressing all three above stated requirements, demonstrating a basis for the claim of exemption and attach to Public Records Request.]*

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

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

---

**FOR OFFICIAL USE ONLY BELOW THIS LINE**  
**Routing and Response**

---

**STEP NO. 2: COMPLETED BY SHIFT COMMANDER**

Received: Initial: \_\_\_\_\_ / Date: \_\_\_\_\_ / Time: \_\_\_\_\_

Deliver to Custodian of the Records:

[Angi McBride at Eagle Fire Protection District by Fax: 208-939-2717]

Initial: \_\_\_\_\_ / Date: \_\_\_\_\_ / Time: \_\_\_\_\_

**STEP NO. 3: COMPLETED BY CUSTODIAN OF THE FIRE DISTRICT RECORDS**

Preliminary Determination Action:

NOTE: Initial only where applicable to request. If not applicable, leave blank and proceed to Step No. 4.

Response will take up to ten (10) days to locate and retrieve the public records requested.

Requestor Contacted:

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

Initial: \_\_\_\_\_

Notification by:

Mail  Phone  E-mail  Fax

Request may be denied or subject to redaction and will require review by the District's Attorney.

Requestor Contacted:

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

Initial: \_\_\_\_\_

Notification by:

Mail  Phone  E-mail  Fax

Request is broad in scope and/or is likely to include voluminous materials or involve more than two (2) hours of labor; information provided to requester to narrow scope of request.

Attorney Notified for review: \_\_\_\_\_

Notification by:

Mail  Phone  E-mail  Fax

Requestor Contacted:

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

Initial: \_\_\_\_\_

Notification by:

Mail  Phone  E-mail  Fax

Requester(s) has/have made multiple requests. Notice provided to requester(s) that requests have been aggregated and appropriate fees will be charged.

Requestor Contacted:

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

Initial: \_\_\_\_\_

Notification by:

Mail  Phone  E-mail  Fax

Notice of Advance payment of fees required. See Page 4 – Step 4A. [Advance fees to be credited to the Fire District's general fund. If

Requestor Contacted:

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



(Granted-A- or Denied-B)

**Request Denied in Part and/or Redacted:**

Statutory Basis for Denial in Part and/or redaction:

**Fire District Attorney's Review:** You are advised that the District's Attorney has reviewed your request.

**Notice of Right of Appeal:** You are hereby notified that you have a right to appeal this partial denial response by instituting a proceeding in the District Court of the State of Idaho within one-hundred eighty (180) calendar days from the date of mailing of this notice of denial as provided in Idaho Code Section 74-115.

**Request Denied in Total:**

Statutory Basis for Denial:

**Fire District Attorney's Review:** You are advised that the District's Attorney has reviewed your request.

**Notice of Right of Appeal:** You are hereby notified that you have a right to appeal this denial response by instituting a proceeding in the District Court of the State of Idaho within one-hundred eighty (180) calendar days from the date of mailing of this notice of denial as provided in Idaho Code Section 74-115.

**Requestor Contacted:**

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

Initial: \_\_\_\_\_

**Notification by:**

- Mail
- Phone
- E-mail
- Fax

**Requestor Contacted:**

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

Initial: \_\_\_\_\_

**Notification by:**

- Mail
- Phone
- E-mail
- Fax

**Attorney Notified for Review:**

Notification by:

- Mail
- Phone
- E-mail
- Fax

Signed: \_\_\_\_\_  
Custodian of Records, Eagle Fire Protection District

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

**APPENDIX 15.3.1.4 Volunteer Status Agreement**

I, \_\_\_\_\_, agree and understand that any work that I may perform on behalf of the Eagle Fire Protection District (the District), will be provided on a voluntary basis, and that I do not expect payment or other compensation for performing such work. I further understand that a volunteer position does not constitute an employee-employer relationship with the District.

I agree that any work I may perform for the district is undertaken for my own personal civic, charitable, or humanitarian reasons, without any promise, expectation, or receipt of compensation. To the extent that any compensation is provided to me by the District, I acknowledge that such compensation consists solely of reimbursement for expenses, reasonable benefits, or a nominal fee.

I volunteer my services to the District of my own free will and for my own purposes, without any direct or implied pressure on the part of the District.

I agree to conform with the rules and regulations of the District; I agree to respect the confidential nature of information that I may become aware of as a volunteer for the district.

I understand that I will begin service on a reciprocal trial basis. I agree to participate in orientation and training.

I understand that a law enforcement clearance will be obtained if required for my assignment and that references will be contacted. There is a separate form to complete authorizing a law enforcement background check.

Signatures:

\_\_\_\_\_  
Volunteers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\* Paid District personnel are not volunteers and are not required to sign this form.

**APPENDIX 15.5.3.7.1 Written Notice of Completion of Initial Employment Medical Screening Examination for Disease**

**Eagle Fire Protection District**  
1119 E State St, Suite #240 Eagle, ID 83616  
Office: (208) 939-6463  
Fax: (208) 939-2717



**WRITTEN NOTICE OF COMPLETION OF INITIAL EMPLOYMENT MEDICAL SCREENING EXAMINATION FOR DISEASE**

This written Notice to the Chief is for inclusion in my personal file is to document that I have completed an Initial Employment Medical Screening Examination for the following diseases:

- Brain Cancer
- Bladder Cancer
- Colorectal Cancer
- Leukemia
- Testicular cancer with no evidence of anabolic steroids or human growth hormone use
- Breast Cancer without a breast cancer 1 or breast cancer 2 genetic predisposition to breast cancer
- Non-Hodgkin’s Lymphoma
- Mesothelioma
- Esophageal Cancer
- Multiple Myeloma

Date of the Exam: \_\_\_\_\_

Physician’s Name: \_\_\_\_\_ [Print]

Physician’s Contact Information: \_\_\_\_\_

\_\_\_\_\_

**Physician Verification Signature:** \_\_\_\_\_

Location of Exam Results: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_  
Firefighter

**APPENDIX 15.7.7**

**Acknowledgement of Receipt of Drug and Alcohol-Free Workplace Policy**

**ACKNOWLEDGMENT OF RECEIPT OF DRUG AND ALCOHOL-FREE WORKPLACE POLICY**

I, \_\_\_\_\_ hereby acknowledge that I have received a copy of  
(Print Name)

EAGLE FIRE PROTECTION DISTRICT’s Drug and Alcohol-Free Workplace Policy (“Policy”). In conjunction with my receiving a copy of EAGLE FIRE PROTECTION DISTRICT’s Drug and Alcohol-Free Workplace Policy, I further acknowledge the following:

I have been given an opportunity to read the Policy and have had the opportunity to ask questions about the Policy and the consequences for violating any terms of the Policy.

I understand that my compliance with all terms of the Policy is a work rule established as a condition of my employment with EAGLE FIRE PROTECTION DISTRICT.

I authorize the lab and/or Medical Review Officer, or designee retained by Eagle Fire Protection District to release test result information to the District’s designee and Drug Free Idaho, Inc.

I understand that this Drug and Alcohol-Free Workplace Policy does not create a contract of employment. Further, I understand that no contract of employment can be established with the Fire District except in writing executed by an authorized by the Board of Commissioners of EAGLE FIRE PROTECTION DISTRICT.

\_\_\_\_\_  
Employee’s Name (please print)

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
If Employee is Minor: (Parent’s Name)

\_\_\_\_\_  
Parent’s Signature

\_\_\_\_\_  
Date

Witnessed by Eagle Fire Protection District Representative

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**APPENDIX 15.9.12          Consent Agreement [Internet Use]**

**CONSENT AGREEMENT [INTERNET USE]**

I acknowledge that I have received a copy of the **Internet Use** policy as it appears in Title 15 Chapter 15 of the EAGLE FIRE PROTECTION DISTRICT Policy Code. I have read the policy and understand the District’s policy and potential penalties for non-compliance, and I agree to comply with the requirements. I understand that this consent form must be signed within thirty (30) days of receiving a copy of the District’s Internet Use policy as contained in the District Policy and must be signed before internet access is provided to me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# APPENDIX 15.13.1.1a Request for Payroll Deductions for Labor Organization Dues

## EAGLE FIRE PROTECTION DISTRICT

Standard Form 1187 Revised March 1989 U.S. Office of Personnel Management						
<h3>REQUEST FOR PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES</h3>						
<h4>Privacy Act Statement</h4>						
Section 5525 of Title 5 United States Code (Allotments and Assignments of Pay) permits Federal agencies to collect this information. This completed form is used to request that labor organization dues be deducted from your pay and to notify your labor organization of the deduction. Completing this form is voluntary, but it may not be processed if all requested information is not provided.		5) an organization which is a designated collection agent of a particular labor organization; and 6) other Federal agencies for management, statistical and other official functions (without your personal identification).				
This record may be disclosed outside your agency to: 1) the Department of the Treasury to make proper financial adjustments; 2) a Congressional office if you make an inquiry to that office related to this record; 3) a court or an appropriate Government agency if the Government is party to a legal suit; 4) an appropriate law enforcement agency if we become aware of a legal violation;		Executive Order 9397 allows Federal agencies to use the social security number (SSN) as an individual identifier to avoid confusion caused by employees with the same or similar names. Supplying your SSN is voluntary, but failure to provide it, when it is used as the employee identification number, may mean that payroll deductions cannot be processed.				
Your agency shall provide an additional statement if it uses the information furnished on this form for purposes other than those mentioned above.						
1. Name of Employee (Print or Type-Last, First, Middle)	2. Employee Identification Number (SSN or Other)	3. Timekeeper Number				
4. Home Address (Street Number, City, State and ZIP Code)		5. Name of Agency (Include Bureau, Division, Branch or Other Designation)				
<h4>Section A-For Use By Labor Organization</h4>						
Name of Labor Organization (Include Local, Branch, Lodge or Other Appropriate Identification)						
I hereby certify that the regular dues of this organization for the above named member are currently established at \$ _____ per		(biweekly pay period) (calendar month). (Strike out whichever period is not appropriate, based on arrangement with the employee's agency.)				
Signature and Title of Authorized Official		Date (Month, Day, Year)				
<h4>Section B-Authorization By Employee</h4>						
I hereby authorize the above named agency to deduct from my pay each pay period, or the first full pay period of each month, the amount certified above as the regular dues of the (Name of Labor Organization):		of my employing agency. I further understand that Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues, is available from my employing agency, and that I may cancel this authorization by filing Standard Form 1188 or other written cancellation request with the payroll office of my employing agency. Such cancellation will not be effective, however, until the first full pay period which begins on or after the next established cancellation date of the calendar year after the cancellation is received in the payroll office.				
and to remit such amount to that labor organization in accordance with its arrangements with my employing agency. I further authorize any change in the amount to be deducted which is certified by the above named labor organization as a uniform change in its dues structure.		Contributions or gifts (including dues) to the labor organization shown at left are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code.				
I understand that this authorization, if for a biweekly deduction, will become effective the pay period following its receipt in the payroll office						
Signature of Employee		Date (Month, Day, Year)				
<b>FOR COMPLETION BY AGENCY ONLY.</b> The above named employee and labor organization meet the requirements for dues withholding. (Mark the appropriate box. If "YES", send this form to payroll. If "NO", return this form to the labor organization.)						
		<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> <tr> <td></td> <td></td> </tr> </table>	YES	NO		
YES	NO					

### REQUEST FOR PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES

**APPENDIX 15.13.1.1b Cancellation of Payroll Deductions for Labor Organization Dues**

**EAGLE FIRE PROTECTION DISTRICT**

**CANCELLATION OF PAYROLL DEDUCTIONS FOR LABOR ORGNIZATION DUES**

<p>Standard Form 1188 Revised April 2011 Office of Personnel Management 5 U.S.C. § 7115</p>		<p><b>CANCELLATION OF PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES</b></p>	
<p>Privacy Act Statement</p>			
<p>Section 5525 of Title 5, United States Code (Allotments and Assignments of Pay) permits Federal agencies to collect this information. This completed form is used to stop labor organization dues from being deducted from your pay and to notify the labor organization that the dues will be no longer deducted. Completing this form is voluntary, but it may not be processed if all requested information is not provided.</p>			
<p>This record may be disclosed outside your agency to: 1) the Department of Treasury to make proper financial adjustments; 2) a Congressional office if you make an inquiry to that office related to this record; 3) a court or an appropriated government agency if the Government is party to a legal suit; 4) to an appropriate law enforcement agency if we become aware of a legal violation; 5) an organization which is a designated collection agent of a particular labor organization; 6) other Federal agencies for management, statistical and other official functions (without your personal identification).</p>			
<p>Executive Order 9397 allows Federal agencies to use the Social Security Number (SSN) as an Individual Identifier to avoid confusion caused by employees with the same or similar names. Supplying your SSN is voluntary, but failure to provide it, when it is used as the employee identification number, may mean that this payroll action cannot be processed.</p>			
<p>Your agency shall provide an additional statement if it uses the information furnished on this form for purposes other than those mentioned above.</p>			
<p>1. Name of Employee (Print - Last, First, Middle)</p>		<p>2. Employee I.D. Number (Social Security or other)</p>	
<p>3. Agency Name (Include Bureau, Division, Branch, or other Designation)</p>		<p>4. Timekeeper Number</p>	
<p>5. Name of Labor Organization</p>		<p>6. Reason for Cancellation (promotion, voluntary action, etc.)—to be completed by agency only</p>	
<p>7. Effective date of cancellation—to be completed by agency only</p>			
<p>I hereby cancel my authorization for the deduction of dues for the above labor organization from my pay. I understand that this cancellation will become effective on the first full pay period which begins on or after the next established cancellation date (indicated above) after this request is received in my agency payroll office.</p>			
<p>8. Signature of Employee</p>		<p>9. Date (Month, Day, Year)</p>	
<p>(Submit copies 1 and 2 to agency payroll office. Copy 1 is retained for payroll records and Copy 2 is forwarded by the payroll office to the labor organization in accordance with the arrangement between the agency and the labor organization. Copy 3 is retained by the employee.)</p>			

**APPENDIX 15.13.1.2 Training Request**

**EAGLE FIRE PROTECTION DISTRICT  
TRAINING REQUEST**

**TRAINING REQUEST**

Step 1: Attach a copy of the specifics for training to be attended to this form.

Firefighter's Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_  
 Name of Course and Provider: \_\_\_\_\_  
 Date(s) of Course: \_\_\_\_\_  
 Reason for Attending: \_\_\_\_\_

**Estimated Expenses**

Registration	\$	Shift Coverage	Yes [ ] No [ ]
Lodging	\$	Travel	\$
Per Diem	\$	Other (specify)	\$

Firefighter's Signature: \_\_\_\_\_

**Step 2: Captain's Review:**

The requested training meets goals and objectives outlined in the firefighter's current or future position: Yes [ ] No [ ]

Captain's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 3: Chief's Review:**

Shift coverage: Yes [ ] No [ ] Training is: Approved [ ] Not Approved [ ]

Chief's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 4: Chief Review:**

Based on the information provided, the Department will support the request as outlined below:

	Approvals	Specifics
Registration	Approved [ ] Not Approved [ ]	
Travel	Approved [ ] Not Approved [ ]	
Lodging	Approved [ ] Not Approved [ ]	
Shift Coverage	Approved [ ] Not Approved [ ]	
Other (specify)	Approved [ ] Not Approved [ ]	
Per Diem	Approved [ ] Not Approved [ ]	

Comments: \_\_\_\_\_

I agree with the items outlined above and will comply with these instructions.

\_\_\_\_\_  
Firefighter's Signature & Date

\_\_\_\_\_  
Chiefs Signature & Date

**APPENDIX 15.13.1.3 EFPD Leave Request-Absence Report Form**  
**EAGLE FIRE PROTECTION DISTRICT**  
**LEAVE REQUEST-ABSENCE REPORT FORM**

**EFPD LEAVE REQUEST – ABSENCE REPORT FORM**

<b>Member's Name:</b>		<b>Today's Date:</b>	
<b>SCHEDULED LEAVE REQUEST</b>			
Type of SCHEDULED LEAVE requested:			
Date(s) requested:			
If PERSONAL TRADE, date to be paid back:			
Name of member covering:			
<b>UNSCHEDULED LEAVE REQUEST</b>			
Date of Occurrence:	Start Time:	End Time:	Hours:
Name of member covering:			
Type of UNSCHEDULED LEAVE approved (select all appropriate options):			
		Amount of additional shifts needed:	
<b>SCHEDULED TIME CANCELLATION</b>			
Type of SCHEDULED TIME to be cancelled:			
Date to be cancelled:		Covering member notified of cancellation:	
<b>COMMENTS/DENIAL REASON</b>			
<b>Authorized by:</b>		<b>Date:</b>	
<hr/>		<hr/>	
<b>Posted by:</b>		<b>Date:</b>	
<hr/>		<hr/>	

## APPENDIX 16.1.1 Infection Control Program

The Eagle Fire Protection District Infection Control Program is monitored by the EMS Officer. Changes are made in accordance to regulation set forth by Local, State and National guidelines.



### Introduction

NO: 351.30A

Effective: March 06

Supersedes: All Previous Directives

The Infection Control Program has been developed to guide the actions of the members of Eagle Fire Protection District during emergency and non-emergency activities to prevent significant exposure to infectious or communicable diseases.

The components, identified in this procedure are arranged in function areas for ease of following, learning and review.

- A. Infection Control Program Summary
- B. Exposure Control Plan
- C. Roles and Responsibilities
- D. Personal Protective Equipment
- E. Scene Operations
- F. Post Response
- G. Post Exposure Protocols
- H. Compliance and Quality Monitoring
- I. Station Environment
- J. Health Maintenance
- K. Infection Control Training

The major focus is to practice Body Substance Isolation, an infection control strategy which considers all body substances potentially infectious, and to use universal precautions to prevent health-care workers from parenteral, mucous membrane and nonintact skin exposure to a patient's body substances

To Provide an Infection Control Program for the Eagle Fire Protection District, which maximizes protection against communicable diseases for all personnel and for the public, they serve.

### **Policy Statement**

This policy applies to all personnel who respond to or support responses to emergency incidents. This includes Fire Prevention, Logistics, Training, and Operations.

The Fire District recognizes that communicable disease exposure is an occupational health hazard. Communicable disease transmission is possible during any aspect of emergency response, including in-station operations. The health and welfare of each employee is a joint concern of the employee's, supervisors and managers of the Department. While each individual is ultimately responsible for his or her own health, the Department recognizes a responsibility to provide a safe work place as possible. The goal of this program is to provide all personnel with the best available protection from occupationally acquired communicable diseases.

It is the policy of the Fire District:

To provide suppression, rescue, emergency medical services and prevention services to the public without regard to known or suspected diagnoses of communicable diseases in any patient.

To regard all patient contacts as potentially infectious. Universal precautions will be observed at all times and will be expanded to include all body fluids and other potentially infectious material. (Body Substance Isolation as described in 351.30D, Page 1)

To provide all personnel with the necessary training, immunizations and personal protective equipment (PPE) needed for protection from communicable disease.

To recognize the need for work restrictions based on infection control concerns.

To prohibit the unlawful discrimination against any employee for health reasons, including infection and/or seroconversion with HIV or HIV virus.

To regard all medical information as strictly confidential. This includes information on victims entered in the medical report. No member's health information will be released without the signed written consent of the member.

### **Diseases, Their Transmission and Health Effects**

Bloodborne Transmitted Diseases are spread by direct contact with the blood or other body fluids of an infected person. Bloodborne diseases include, but are not limited to, HIV/AIDS, Hepatitis B, Hepatitis C, and Syphilis. Bloodborne diseases may be spread by either viruses or bacteria. For example, HIV/AIDS, Hepatitis B, and Hepatitis C are caused by viruses. However, Syphilis is a sexually transmitted infectious disease, which is caused by bacteria.

Airborne Transmitted Diseases are spread by contact with droplets of the disease producing organisms

which have been expelled into the air by a productive cough or sneeze. Direct contact with infected secretions may also play a role. Airborne Diseases include, but are not limited to, Tuberculosis (TB), Meningitis, Mumps, Rubella, and Chickenpox.

Many communicable diseases have potential for causing serious long-term effects. For example, most childhood disease acquired by adults result in more severe symptoms and often are accompanied by serious complications, such as pneumonia or hearing loss.

Hepatitis B and Hepatitis C may result in death, chronic hepatitis, liver cancer, or cirrhosis of the liver.

HIV currently has a very high mortality rate; however, new drug therapies are resulting in a prolonged life span.

Tuberculosis is a treatable disease, and historically, minimal long-term effects have been reported. However, in recent years, healthcare workers have been infected with a strand of TB which is resistance to standard antibiotics.

Any exposure to a communicable disease carries a certain amount of risk. **A significant exposure as defined by Idaho State Health and Welfare occurs whenever there is contact with blood or other body fluids through open wounds, mucous membranes, or parenteral routes.** The degree of risk depends on the degree of exposure.

The diseases covered by the exposure notification guidelines of the Ryan White Act are:

1. Infectious Pulmonary Tuberculosis
2. Hepatitis B
3. HIV, including AIDS
4. Diphtheria
5. Hemorrhagic Fevers
6. Meningococcal disease
7. Plague
8. Rabies

Four factors are critical in assessing personal risk in potential exposure situation:

1. **Organism Identification.** Identification of the causative agent is critical. A virus cannot reproduce outside of a living cell; on the other hand, bacteria can self-reproduce. Some disease-producing organisms are more readily communicable than others.
2. **Dosage of the Organism.** Dosage refers to the viable (live) organisms received during and exposure. Each illness requires a certain number of infectious agents to be present in order to cause disease/illness. For example, one Hepatitis B virus in one milliliter of blood may be all that is needed to spread the infection, while 100,000 HIV viral particles may be needed.
3. **Virulence of the Organism.** Virulence is the disease-evoking power of the Organism; i.e., the straight or ability of the bacteria or virus to infect or overcome bodily defenses. This will vary from one organism to another. In most cases, the organism must be one that survives out the body or in the environment. It should be noted that the organism causing TB dies when exposed to light and air, while the Hepatitis B virus has been shown to live on a surface for days to weeks and still be infectious. Studies have shown that HIV dies when exposed to light and air.

4. Host Resistance. Host Resistance is the ability of the host to fight infection. Infection occurs as a result of interruption in the body's normal defense mechanism, which allows the organism to enter the body. Typically, the healthier you are, the less likely you are to become ill.

Two additional factors affect degree of exposure to airborne diseases. The first factor is duration of exposure. Short transport time reduce the duration of exposure. Thus, reducing the risk. Ventilation is the second factor to consider. Many organisms, such the TB organism, die quickly when exposed to light and air. Utilizing a rapped fresh air exchange reduces that risk.

### **Degree of Exposure in Bloodborne Disease**

Risk of exposure to Bloodborne diseases varies according to the type of exposure. The list below was published by the Center for Disease Control (CDC) to help evaluate risk levels. (Risk level increases from top to bottom)

- Blood/body fluid contact to intact skin (Low Risk)
- Blood/body fluid contact to the mucous membrane surface of the eyes, nose or mouth.
- Blood/body fluid contact with an open area of the skin.
- Cuts with sharp objects covered with blood/body fluid.
- Contaminated needle-stick (hollow) injury (High Risk)

Emergency response personnel will always face exposure risk. Although we can use measures to **reduce** risk, we **cannot** create 100% risk-free environment.

Exposure does not mean infection. However, avoiding exposure does mean avoiding infection. Emergency Response personnel can avoid exposure by practicing effective infection control practices.

A chart tiles, "Exposure Control Guidelines for Prehospital Care Services" is appended.

## **Exposure Control Plan**

NO: 351.30B

Effective March 06

Supersedes: All Previous Directives

### **Purpose**

To identify those tasks and corresponding job classifications for which it can be reasonably anticipated that an exposure to blood, other body fluids or other potentially infectious materials may occur. To identify the procedure for the evaluation, of circumstances surrounding exposure incidents.

### **Exposure Potential**

The following tasks are reasonably anticipated to involve exposure to blood, body fluids or other potentially infectious materials:

Providing emergency medical care to injured or ill patients

Rescue of victims form hostile environments, including burning structures or vehicles, water, contaminated atmospheres, or oxygen deficient atmospheres.

Extrication of people from vehicles, machinery, or collapsed excavation or structures.

Conducting Aircraft Rescue Firefighting Operations.

Recovery and/or removal of bodies.

Response to hazardous materials emergencies, both in transportation and at fixed sites, involving potentially infectious substances.

All personnel can reasonably anticipate becoming involved in an exposure to blood, body fluids or other potentially infectious substance in the normal performance of their duty.

The Infection Control Program is designed to cover all employees of the Eagle Fire Protection District who respond to or support responses to emergency incidents.

The Infection Control Program consists of Procedures identifying specific procedural guidelines for all aspects of response and station environments where disease transmission can be reasonably anticipated. Training, administrative aspects and post-exposure evaluations/investigations are also addressed in this series of Infection Control Procedures.

## **Roles and Responsibilities**

NO: 351.30C

Effective March 06

Supersedes: All Previous Directives

### **Purpose**

To designate the Assistant Chief of Emergency Medical Service or Designated Officer as the Infection Control Officer and to describe the duties and responsibilities of managing the Departments Infection Control Program to appropriate Officers and Committees as identified in Procedure 351.30 A-K. The responsibility for managing the health and welfare of all employees is charged to the Fire Chief.

### **Assignments**

The Assistant Chief of Emergency Medical Services or Designated Officer, shall serve as the Infection Control Officer. (As approved by the Fire Chief) During absences another designee will act as the Infection Control Officer.

Additional duties of Infection Control Officer associated with the program include:

Assuring initial baseline medical evaluations are successfully completed by new hires before reporting for work and assure Hepatitis B (HIB) vaccination or signed Declination Form within Ten (10) days of assignment to Operations.

The Safety Committee and Infection Control Officer shall take responsibility associated with managing and review the Infection Control Program as provided in Procedures 351.30 A-K.

The Additional duties of the Safety Committee related to the Infection Control Program includes:

Perform an annual review and revision (as deemed necessary) of the Department Infection Control Program.

Develop and recommend criteria for the purchase of infection control PPE and determine adequate stocking levels of each station and apparatus. These recommendations shall be submitted to the Fire District Safety Officer or Infection Control Officer for approval.

Other duties assigned by Procedures 351.30 A-K

The additional duties of the Infection Control Officer related to the Infection Control Program includes:

Serve as the "Designated Officer" as selected by the Public Health Official from the state of Idaho as required by the Ryan White Comprehensive AIDS Resources Emergency ACT: Emergency Response member.

Evaluate possible members exposures to communicable diseases and coordinate communications between the Department, local hospital and other agencies.

Provide copies of 29 CFR 190.1030 Occupational Exposure to Bloodborne Pathogens to the provider of the Hepatitis B vaccination.

Notify the Department Safety Officer if quality assurance data indicate a safety hazard required immediate attention.

Conduct spot inspections of on-scene and station operations to ensure compliance with Department Infection Control Program.

Coordinate an Immunization Program with the provider of service.

Maintain a confidential database of exposure and treatment rendered.

Provide recommendations for training personnel in infection control.

Staff Officer and Company Officer duties include:

Support and enforce compliance with Infection Control Program

Correct any unsafe acts and refer members for remedial infection control training to Safety Officer or Infection Control Officer, if required.

Mandate safe operating practices on-scene and in-station

All Members of Eagle Fire Protection District shall:

Assure ultimate responsibility for their own health and safety

Use appropriate Personal Protective Equipment (PPE) as the situation dictates.

Report any suspected occupational exposure to communicable disease to the Infection Control Officer/Designated Officer and complete the appropriate reports.

## **Personal Protective Equipment**

NO: 351.30D

Effective March 06

Supersedes: All Previous Directives

### **Purpose**

To identify responsibility within the Eagle Fire Protection District for the specification, purchase, storage and issue of personal protective equipment (PPE), the selection and use of personal protective equipment, and to summarize when personal protective clothing should be worn.

### **Strategy**

Universal Precautions describe a system of infectious disease control, which assumes that every direct contact with body fluids is infectious and requires every employee exposed to direct contact with body fluids to be protected as though such body fluids were HBV or HIV infected. Therefore, Universal Precautions are intended to prevent health-care workers from parenteral, mucous membrane and non-intact skin exposures to Bloodborne Pathogens and should be used by emergency response personnel.

Body Substance Isolation (BSI) is an infection control strategy, which considers all body substances potentially infectious.

### **Procedures**

Standards for personal protective equipment will be developed or approved by the Fire District Safety Officer and reviewed by the Safety Committee.

The Department is responsible for the supply, repair, replacement and safe disposal of infection control PPE.

The assigned Officer at each station will ensure that the assigned apparatus stock of PPE is adequate, and the supplies nearing expiration dates are used first.

To the extent possible, the amount, type and location of PPE, will be standardized on all response vehicles.

Available PPE (in addition to PPE for Structural Firefighting) will include disposable gloves, glove for disinfections purposes, facemask, eye protection, fluid-resistant gowns, sharps (any object that can penetrate the skin including, but not limited to, needles, lancets, scalpels, IV catheters stylets and broken capillary tubes) containers, Bio-hazardous waste containers and leak-proof disposal bags.

Disposable gloves will be constructed of Nitrile or other non-latex material. Gloves will be available in both standard and High-Risk thickness. If employees need gloves, which are Hypoallergenic, or in sizes other

than those found on the apparatus they will be issued to the employee from Eagle Fire Protection District supply.

All Sharps shall be disposed of in a sharps container. Sharps containers will be closable, puncture resistant and leak-proof. Sharps container will be color coded, labeled as a biohazard and immediately accessible. (Even though the level of service provided by Eagle Fire Protection District does not include the use of sharps on site clean-up may necessitate their removal)

All Emergency response vehicles designated for Emergency Medical Services will be equipped with a disposable bag-valve mask.

All Employees will be issued a pocket mask, with a one-way valve. Eagle Fire Protection District will issue replacement pocket mask.

Emergency Response often is unpredictable and uncontrollable. While blood is the single most important source of HIV and HBV infection in the work place, in the field it is safest to assume that all body fluids are infectious. For this reason, PPE will be chosen to provide barrier protection against all body fluids.

In general, members should select PPE appropriate to the potential for spill, splash or exposure to the body fluids. No standard operating procedure or PPE ensemble can cover all situations. Common sense must be used. When in doubt, select maximal rather than minimal PPE.

Disposable exam gloves shall be worn during all patient contacts. All personnel will carry extra pairs of disposable exam gloves and CPR barrier device while on duty.

Members reporting to work with exposed areas of broken skin on their hands or arms shall cover them with bandages to protect themselves.

Gloves will be replaced as soon as possible when soiled, torn or punctured. Wash hands with anti-bacterial soap and water after glove removal. If hand washing with soap and water is not feasible an antiseptic hand cleaner may be used providing proper hand washing is accomplished upon returning to quarters.

When gloves have been contaminated, they should be removed as soon as possible, taking care to avoid contact with the exterior of the gloves. This can be accomplished by most easily by the following steps:

1. With both gloves on, grasp a glove one inch from the wrist with index fingers and thumb of the other hand.
2. Without touching the inside of the glove, pull the glove half-way off and stop.
3. With the half of gloved hand, pull the glove that is still all the way on completely off.
4. Place the removed glove in the palm of the other glove, with the inside of the removed glove exposed.
5. Pull the second glove completely off with ungloved hand, only touching inside of the glove.

Gloves and other disposable personal protective equipment shall be disposed of in a Biohazardous waste disposal container.

Disposable gloves will not be reused or washed and disinfected for reuse.

When possible, gloves should be changed between patients in multiple casualty situations.

Structural firefighting gloves, or other heavy protective gloves, will be worn in situations where sharp or rough edges are likely to be encountered. Nitrile or non-latex material gloves will be worn underneath the outer protective glove.

Nitrile or non-latex material gloves shall be used for the handling, cleaning, decontamination or disinfection of potentially contaminated patient care equipment.

**Eye protection shall be worn during EMS Calls by all crew members. Approved eye protection will be issued by Eagle Fire Protection District. If the member wishes to wear another brand/style of eye protection they shall meet the following requirements.**

**Glasses Shall:**

- 1. Have clear lenses with solid side shields.**
- 2. Meet or exceed ANSI Z87.1/CSA Z94.3 for impact resistance.**
- 3. Have the ability to be decontaminated**
- 4. Be subject to Safety Committee / Infection Control Officer approval if questions on any of the above requirements arise.**

Facial protection will be used in any situation where splash contact with the face is possible. Facial protection may be afforded by using both a face mask and eye protection. When treating a patient with a suspected or known airborne transmissible disease, face mask will be used.

Face shields on structural firefighting helmets will not be used for infection control purposes.

Fluid-resistant gowns are designed to protect clothing from splashes. Structural firefighting gear also protects clothing from splashes and is preferable in fire, rescue or vehicle extrication activities. Gowns may interfere with, or present a hazard to, the members in these circumstances. The decision to use barrier protection to protect clothing, and the type of barrier protection used will be left to the discretion of the members and his/her Company Officer but is strongly encouraged when exposure to body fluids is probable. Structural firefighting gear will always be worn for fire suppression and extrication activities.

## **Scene Operations**

NO: 351.30E

Effective March 06

Supersedes: All Previous Directives

### **Purpose**

To describe the infection control activity by the Eagle Fire Protection District occurring at the scene of an incident, during artificial resuscitation and for on-scene public information.

### **Procedure**

The bloody, body fluids and tissues of all patients are considered potentially infectious, and Universal Precautions/Body Substance Isolation procedures will be used for all patient contact.

The choice of person protective equipment is specified in Procedure 351.30D, Personal Protective Equipment Infection Control. Members are encouraged to use maximal rather than minimal PPE for each situation.

It is the responsibility of all members to always use appropriate personal protective equipment. Each individual is ultimately responsible for his/her own health and safety.

It is the responsibility of Company Officers, Assistant Chiefs, and Chief to correct any unsafe acts. Officers shall enforce safe operating practices on-scene and in station. Officers will support and enforce compliance with Infection Control Program.

While complete control of the emergency scene is not always possible, scene operations will attempt to limit splashing, spraying or aerosolization of body fluids.

The minimum number of personnel required to complete that task safely will be used at all on-scene operations. Personnel not immediately needed will remain a safe distance from operations if communicable disease exposure is possible or anticipated.

Hand washing is the most important infection control procedure.

Members will wash hands:

- After removing PPE
- After each patient contact
- After handling potentially infectious materials
- After cleaning or decontaminating equipment
- After using the restroom
- Before eating
- Before and after handling or preparing food

Hand washing with soap and warm water will be performed for ten or fifteen seconds. If soap and water is not available at the scene, an antiseptic hand cleaner may be used, provided that a soap and water hand washing is performed immediately upon returning to quarters or the hospital.

Eating, drinking, smoking, handling contact lenses, and applying cosmetics or lip balm are prohibited at the scene of operations except in areas designed specifically for rehabilitation.

Used needles and other sharps shall be disposed of in approved sharps containers. Needles will not be recapped, re-sheathed, bent, broken or separated from disposable syringes. **The most common occupational blood exposure occurs when needles are recapped.**

Disposable sharps containers will be carried in all medical kits.

All sharps objects (e.g., needles, scalpels, catheter stylets) must be treated as if they are infectious and must be handled with extraordinary care.

Disposable resuscitation equipment will be used whenever possible. For CPR, the order of preference is:

1. Disposable bag-valve
2. Disposable pocket mask with one-way valve
3. Mouth-to-Mouth resuscitation

## **Post Response**

NO: 351.30F

Effective March 06

Supersedes: All Previous Directives

### **Purpose**

To describe the actions taken by Eagle Fire Protection District which are intended to return equipment, vehicles and personnel to service following exposure to body fluids.

### **Procedure**

Upon returning to quarters, contaminated equipment will be removed and replaced with clean equipment. Supplies of personal protective equipment (PPE) on response vehicles will be replenished.

Contaminated equipment will be stored only in an area immediately outside that area where decontamination is performed. Cleaning and decontamination will be performed as soon as practical after emergency aspects of the incident have passed.

Disposable equipment and other bio-hazardous waste (e.g., dressing supplies, airways) generated during on-scene operations will be placed in to bio-hazardous waste disposal containers.

Gloves and other disposable PPE as well as waste generated on scene shall be accumulated and disposed of in the bio-hazardous waste container on the apparatus. In the event that the items are too large or quantity too great to fit in the container the waste shall be enclosed in an impervious bag marked biohazard and disposed of at the hospital receiving the patient or returned to the Station and deposited in the station bio-hazardous waste disposal container.

Gloves will be worn during contact with contaminated equipment or materials. Another PPE will be used depending on splash or spill potential. Nitrile or non-latex material gloves shall be used for cleaning, disinfection or decontamination of equipment.

Eating, drinking, smoking, handling contact lenses, and applying cosmetics or lip balm are prohibited during cleaning or decontamination procedures.

Disinfection will be performed with a Department approved disinfectant or with a 1:10 solution of bleach in water. All disinfectants will be tuberculocidal and EPA approved and registered. If the 1:10 solution of bleach in water is used, it must be mixed fresh every 24 hours.

Any damaged equipment will be cleaned and disinfected before being sent out for repair.

The manufacturer's guidelines will be used for the cleaning and decontamination of all equipment. Unless otherwise specified:

Durable equipment (backboards, splints, MAST pants) will be washed with hot soapy water, rinsed with clean water, and disinfected with an approved disinfectant or 1:10 bleach solution. Equipment will be allowed to dry.

Delicate equipment (radio, cardiac monitor, etc.) will be wiped clean of any debris using hot soapy water, wiped with clean water when wiped with disinfectant or 1:10 bleach solution and/or in accordance with the manufacturers recommendations. Equipment will be allowed to air dry. Extreme caution will be exercised to ensure electrical components are not damaged during the cleaning process.

Clean soiled equipment and vehicle surface of blood and dirt using a sponge and hot soapy water follow the process with disinfection:

Work surfaces (skinks, showers, counter tops) will be decontaminated with an appropriate disinfectant after completion of procedures, and after spillage or contamination with blood or potentially infectious materials. Seats on response vehicles contaminated with body fluids from soiled PPE will be cleaned and disinfected as soon as practical.

Contaminated structural firefighting (turnout coats/bunker pants) will be cleaned according to manufacturer recommendations. Normally, this will consist of washing with hot soapy water, disinfected using manufacture approved products, followed by rinsing with clean water. Turnout gear will be air-dried. Chlorine bleach may impair the fire-retardant properties and structural firefighting gear and will not be used.

Structural firefighting gear that has become contaminated will be given to Eagle Fire Protection District supply for disinfecting (Exception, leather gloves will be disposed of following Bio-hazardous waste disposal guidelines). This can be accomplished by calling or paging the supply officer (day or night) who will provide replacement gear. The contaminate gear will be washed and disinfected using the above procedure and returned to the individual.

Contaminated boots will be brush-scrubbed with a hot solution of soapy water, rinsed with clean water and allowed to air dry.

Contaminated uniform clothing (shirt, pants, coat, polo shirt, T-Shirt, etc.) Will be removed and exchanged for clean clothes. The members will shower if body fluids were in contact with skin under work clothes.

Contaminated uniform clothing will be laundered at the station before leaving from duty. **Under no circumstances will any member launder contaminated work clothes at home.**

Infectious wastes generated during cleaning and decontamination operations will be properly bagged and placed in the biohazard disposal area.

## Exposure Protocols

NO: 351.30G

Effective March 06

Supersedes: All Previous Directives

## **Purpose**

To provide the guidance needed to document a significant exposure and to obtain medical attention.

## **Procedure**

Any member exposed to potentially infectious material will immediately wash the exposed area with soap and tepid water or saline eye wash if the eyes are involved. Irrigation of the eyes should be for a minimum of 15 minutes.

Any member having an occupational communicable disease exposure will immediately report the exposure to the Infection Control Officer or Designated Officer. All reported (written) exposures must reach the Infection Control Officer within 48 minutes.

The member will fill out a Eagle Fire Protection District Communicable Disease Exposure Report Form (ERF-1) and an On-Duty Injury/Occupational Illness Report (FSO2) Form (copies appended), before completion of the shift for any of the following exposures:

Needle stick injury

Break in skin caused by a potentially contaminated object

Splash of blood or other potentially infectious material onto eyes, mucous membranes or non-intact skin.

Mouth-to-mouth resuscitation without pocket mask/one-way valve

Other exposure the employee may feel is significant

These written report(s) will include details of the task being performed, the means of transmission, the portal of entry and the type of (PPE) in use at the time.

Each member reporting a blood borne pathogen exposure shall complete a State Health and Welfare Significant Exposure Information Request Form. After review by the Infection Control Officer, it shall be mailed to the Department of Health and Welfare where the patient name will be sought on the Hepatitis B and HIV registry maintained by the state Health and Welfare also reviews the information on the form to determine if a significant exposure may have occurred. (This form must be received by Health and Welfare within 14 days of the occurrence) A State Significant Exposure Information Request Form will be submitted with a Communicable Disease Exposure Report, and the Eagle Fire Protection District on Duty Injury/Occupational Illness Report to the Infection Control Officer.

The Infection Control Officer will initiate baseline testing and counseling through provider of service (Should be completed within 48 hours after the exposure) (1-2 hours if it is suspected HIV/AIDS exposure) for the effected member.

Personnel who are referred to provider of service for testing do no need to complete any additional paperwork; the department has made arrangements to have the provider bill the Eagle Fire Protection

District directly.

The Infection Control Officer will evaluate the report for exposure hazards. If a possible exposure occurred, further medical evaluation by a physician selected by the Eagle Fire Protection District or employee will arrange by the Infection Control Officer no later than 72 hours (1-2 hours if suspected HIV/AIDS exposure as recommended in the CDC Control Post Exposure Prophylaxis Guidelines. After the exposure if no exposure took place, the Infection Control Officer will complete the Communicable Disease Exposure report, indicating disposition of medical management, and file the report in the employees' health file.

The Infection Control Officer will perform or refer members for infection control retraining or for stress management counseling. Spousal counseling will be made available.

The Physician selected by the Eagle Fire Protection District or member will provide appropriate diagnostic work-up and treatment of members with communicable disease exposure. Services will include long-term follow-up and member/spousal counseling.

For claims under the Ryan White Act, the Designated Officer will trace the source patient to the receiving medical facility. The Designated Officer will notify the receiving facility (Form Appended) that a communicable disease exposed took place, and request an infectious disease determination, as provided under the Ryan White Act of 1990 Request for consent to test the source patient for HIV and HBV will be made. The source patient has the right to refuse such testing under present regulations

Under the Ryan White Act, medical facilities will notify the Infection Control Officer of the transporting agency of any patient transported by member of the Department with a diagnosis of an airborne transmissible disease. When so notified, the Infection Control Officer shall, to the extent practicable, immediately notify members involved.

## **Compliance and Quality Monitoring**

NO: 351.30H

Effective March 06

Supersedes: All Previous Directives

### **Purpose**

To provide a schedule of quality and compliance review by the Infection Control Officer the minimal review schedule of Infection Control Program SOP's that will be conducted by the Department's Safety Committee.

### **Procedure**

Compliance and Quality Monitoring

The Infection Control Officer will collect compliance and quality monitoring data including:

Inspection of station facilities.

Observation of on-scene activity

Analysis of reported exposures of communicable diseases.

## Program Evaluation

The Infection Control Program will be evaluated at least annually by the Safety Committee to ensure that the program is both appropriate and effective.

In addition, the Infection Control Program will be evaluated by the Infection Control Officer as needed to reflect any significant changes in assigned task, procedures in medical knowledge related to infection control, regulatory or legal matters.

The Eagle Fire Protection District Attorney, will be invited to actively participate in program evaluations to ensure that the program remains viable and is compliance with applicable laws and regulations.

## Station Environment

NO: 351.30I

Effective March 06

Supersedes: All Previous Directives

### Purpose

To address infection control issues in Fire Stations operated by the Eagle Fire Protection District.

### Requirements

Areas in each station shall be designated for:

Equipment Decontamination and Disinfection

Storage of Clean Patient Care Equipment and Infection Control Personal Protective Equipment (PPE)

Storage of Bio-hazardous Waste.

**Under no circumstances will kitchen or bathroom be used for decontamination of patient-care equipment or infection waste storage.**

Decontamination areas will be marked with biohazard signs and will be equipped with:

A nonporous sink; preferably stainless steel equipped with spray attachments and foot controls are preferred and will be used if installed in any station. Until modifications are made in the stations, the janitorial sinks in each station shall be designated as the decontamination area.

Proper lighting and adequate ventilation.

Work surface, adequate counter areas constructed of nonporous materials are preferred.

Appropriate containers for disposal of bio-hazardous waste.

Facilities for the safe storage, use and disposal of cleansing and disinfecting solutions.

Appropriate PPE for the use of disinfecting solutions.

Material Safety Data Sheets (MSDS) for cleansing and disinfection solution. All personnel using these solutions will be familiar with the MSDS and will use the recommended PPE.

Infectious waste storage areas will be marked with biohazard signs.

Contaminated sharps will be stored in closed puncture-resistant containers (sharps containers) with appropriate markings and color-coding and will be disposed of in the bio-hazardous waste disposal containers.

Other contaminated materials will be stored in leak-proof bags with appropriate biohazard markings and color-coding.

If outside contamination of a disposal bag is a possibility, a second bag with identical markings will be placed over the first.

Appropriate levels of PPE shall be worn when decontaminating apparatus, equipment and personnel.

All disposal of bio-hazardous waste will be in accordance with EPA and local regulations. Disposal at this time is with Canyon County Paramedics.

#### Station Linen, Work Uniforms, Turnouts and Facilities

The on-duty crews using the stations Laundry Facilities will wash soiled station linen.

Brushes will be used to wash apparatus and chamois used dry apparatus. Bath or dishtowels will not be used for cleaning apparatus or equipment.

All areas used for decontamination of equipment or personnel shall be cleaned and disinfected following 351.30F.

#### **Contaminated Work Uniforms will not be washed at the member(s) home.**

Uniform items contaminated with patients' body fluids will be deposited in a Bio-medical bag separate from the other laundry and will be cleaned upon returning to the station. Only uniform items that have been contaminated with the body fluids of patients will be cleaned in this manner.

All members will maintain extra clean work uniforms in the station, so potentially contaminated uniforms can be changed and cleaned.

Appropriate levels of PPE will be worn when working with linen that may have become contaminated with body fluids.

## **Kitchen**

All kitchens will be equipped with sinks constructed of nonporous materials.

Food preparation areas, counter tops and cutting boards will be constructed of nonporous materials. Existing cutting boards constructed of wood shall not be used while preparing food.

Under no circumstances will any kitchen facility be used for the purpose of cleaning, sterilizing, disinfecting, storing or disposing of any infectious material or waste.

Hand washing following response to an incident will not be done in the kitchen sink. Utilize bathroom sinks for hand washing.

Kitchen sinks, bathroom sinks, drinking fountains and garbage cans will not be used as spittoons. Waste from chewing tobacco shall be disposed of into toilets.

Thermometers will be kept in refrigerator and freezers. Refrigerators will be set to maintain a temperature of 38 degrees or below, and freezers will be set to maintain a temperature of 0 degrees Fahrenheit or below.

Food will be properly prepared and cooked. Hands will be washed before and after preparing food. Food will be return to the refrigerator before leaving the station if a meal is interrupted by an alarm.

Dishwashers shall be utilized for dishwashing if available. Under no circumstances shall dishwashers be used for decontamination of emergency equipment.

Towels used for drying dishes shall not be used for drying hands.

## **Bathroom**

Bathroom doors will be opened, if possible be pushing door open in a manner to avoid touching with soiled hands or clothing.

Disposable hand-drying material will be provided. Cloth towels shall not be used following hand washing.

## **Sleeping Areas**

More than one individual will not use bedding sheets and pillowcases. Each person shall remove his/her linen from the bed at the conclusion of each shift.

Turnout gear will not be stored in lockers in the sleeping areas. All turnout items will be stored on turnout storage racks or in apparatus bay areas.

Turnout gear for the on-duty crew will be placed in the apparatus bay or areas designed for their placement. At no time will turnouts be permitted in the living areas of the station unless designated for the purpose. (This includes day room, offices, kitchen, and classroom)

## Health Maintenance

NO: 351.30J

Effective March 06

Supersedes: All Previous Directives

### Purpose

To establish a proactive, preventative, health maintenance policy for the Eagle Fire Protection District that protects Firefighter/EMTs from occupational exposures to communicable diseases through initial medical screening and immunization.

### Procedure

No Fire District member shall be assigned to emergency response until authorized by the Fire Chief.

The Department's Infection Control Officer as directed by a physician may initiate work restrictions for reasons of infection control. An example, a member with extensive dermatitis or open lesions or exposed areas of the skin may be restricted from providing patient care of handling and/or decontaminating patient care equipment.

All members shall be offered immunization against Hepatitis B (made available within 10 working days of their initial assignment) and influenza. The risks and benefits of immunization. The Departments will offer boosters following the Center for Disease Control recommendations. All Hepatitis B vaccinations shall be given in the standard route of administration as recommended by USPHS/CDC guidelines.

Members may refuse immunizations or may submit proof of previous immunization. Members who decline immunization will be counseled on the occupational risk of communicable disease and asked to sign a declination of immunization form. Members who initially refuse immunization may later receive immunization upon request.

All members will be offered initial and yearly screening for tuberculosis exposure.

Any members returning to work following debilitating occupational injury, illness, or communicable disease exposure must be certified as fit for duty by a physician.

The Fire Districts Infection Control Officer will maintain records. Members' participation in the Infection Control Program will be documented, to include:

- Name and Social Security Number
- Immunization records
- Circumstances of exposure to communicable diseases
- Post-exposure medical evaluation, treatment and follow-up

Infection control records will become part of the member(s) personal health file and will be maintained for their duration of plus 30 years.

Medical records shall be considered confidential and shall not be released without the signed written

consent of the member.

Members may examine their own medical records and may request that copies be sent to their personal physician. Release of medical records to another physician will be made only with the signed written consent of the member.

## **Infection Control Training**

NO: 351.30K

Effective March 06

Supersedes: All Previous Directives

### **Purpose**

To establish the minimum acceptable training of Eagle Fire Protection District members who may perform tasks that are reasonably anticipated to involve exposure to blood, body fluids, or other potentially infectious materials.

### **Procedure**

All Fire District members who are identified as reasonable anticipated to involve themselves in the performance of tasks that may lead to exposure to blood, body fluids or other potentially infectious materials will be required to complete:

Initial Infection Control Training at the time assignment to task where occupational exposure may occur. Members presently assigned to such tasks who have not already received such training will complete initial training.

Refresher Infection Control Training at least annually thereafter.

All infection control training will be appropriate in content and vocabulary to the education level, literacy and Language of employees being trained.

Training will be in compliance with NFPA Standard 1581 and OSHA Regulation 29 CFR Part 1910.1030 and shall include

An accessible copy of 29 CFR Part 1910.1030 and an explanation of its contents.

A general explanation of the epidemiology and symptoms of Bloodborne diseases.

An explanation of modes of transmission of bloodborne pathogens

An explanation of the Eagle Fire Protection Districts exposure control plan and how the employee may obtain a copy.

An explanation of the appropriate methods of recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.

Information on the type, proper use, location, removal, handling, decontamination and disposal of personal protective equipment.

An explanation of the basis for selection of personal protective equipment.

Information on Hepatitis B vaccine, including information on its efficiency, safety and the benefits of being vaccinated; notification that the vaccine and vaccination will be provided at no charge.

Information on appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.

An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.

An explanation of the signs and labels and/or color-coding required for biohazardous materials; information on the proper storage and disposal of biohazardous materials.

Opportunity for interactive questions and answers.

Infection control training shall be knowledgeable in the entire program elements listed above, particularly as they relate to emergency services provided by Eagle Fire Protection District.

Written records of all training sessions will be maintained as part of the members individual training record.

## APPENDIX 17.2.1

## Notice of Privacy Practices

### EAGLE FIRE PROTECTION DISTRICT

#### NOTICE OF PRIVACY PRACTICES

**This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.**

The Eagle Fire Protection District [hereinafter referred to as “Fire District”] provides medical transportation, fire protection services, emergency medical services and related services. Due to the nature of these services, the Fire District is required by law to maintain the privacy of certain confidential health care information, known as Protected Health Information (PHI), and to provide you with a notice of our legal duties and privacy practices with respect to your PHI. The Fire District is also required to abide by the terms of the version of this Notice currently in effect.

**Uses and Disclosures of PHI:** The Fire District may use PHI for the purposes of treatment, payment and health care operations, in most cases without your written permission. Examples of our use of your PHI:

- **For Treatment:** This includes such things as obtaining verbal and written information about your medical condition and treatment from you as well as from others, such as doctors and nurses who give orders to allow us to provide treatment to you. The Fire District may give your PHI to other health care providers involved in your treatment and may transfer your PHI via radio or telephone to the hospital or dispatch center.
- **For Payment:** This includes any activities the Fire District must undertake in order to be reimbursed for the services we provide to you, including such things as submitting bills to insurance companies, making medical necessity determinations and collecting outstanding accounts.
- **For Health Care Operations:** This includes quality assurance activities, licensing and training programs to ensure that our personnel meet our standards of care and follow established policies and procedures, as well as certain other management functions.
- **Reminders for Scheduled Transports and Information on Other Services:** The Fire District may also contact you to inform you about other services the Fire District provides.

**Use and Disclosure of PHI without Your Authorization.** The Fire District is permitted to use PHI without your authorization or opportunity to object in certain situations, unless prohibited by a more stringent state law, including:

- For the treatment, payment or health care operations activities of another health care provider who treats you;
- For health care and legal compliance activities;
- To a family member, other relative, close personal friend or other individual involved in your care if we obtain your verbal agreement to do so, or if we give you an opportunity to object to such a disclosure and you do not raise an objection, and in certain other circumstances where we are unable to obtain your agreement and believe the disclosure is in your best interests;
- To a public health authority in certain situations as required by law (such as to report abuse, neglect or domestic violence);
- For health oversight activities including audits or governmental investigations, inspections,

disciplinary proceedings, and other administrative or judicial actions undertaken by the government (or their contractors) by law to oversee the health care system;

- For judicial and administrative proceedings as required by a court or administrative order, or in some cases in response to a subpoena or other legal process;
- For law enforcement activities in limited situations, such as when responding to a warrant;
- For military, national defense and security and other special governmental functions;
- To avert a serious threat to the health and safety of a person or the public at large;
- For Workers' Compensation purposes, and in compliance with Workers' Compensation laws;
- To coroners, medical examiners, and funeral directors for identifying a deceased person, determining cause of death, or carrying on their duties as authorized by law;
- If you are an organ donor, the Fire District may release health information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank as necessary to facilitate organ donation and transplantation;
- For research projects, but this will be subject to strict oversight and approvals;
- For the use or disclosure of health information about you in a way that does not personally identify you or reveal who you are.

Any other use or disclosure of PHI, other than those listed above will only be made with your written authorization. You may revoke your authorization at any time, in writing, except to the extent that the Fire District has already used or disclosed medical information in reliance on that authorization.

**Patient Rights:** As a patient, you have a number of rights with respect to your PHI, including:

- **The right to access, copy, or inspect your PHI.** This means you may inspect and copy most of the medical information about you that the Fire District maintains. The Fire District will normally provide you with access to this information within 30 days of your request. The Fire District may also charge you a reasonable fee, as state law permits, to provide a copy of any medical information you have the right to access. In limited circumstances, the Fire District may deny you access to your medical information, and you may appeal certain types of denials. The Fire District has forms available to request access to your PHI and will provide a written response if it denies you access and let you know your appeal rights. You also have the right to receive confidential communications of your PHI. If you wish to inspect or obtain a copy of your medical information, you should contact our local privacy representative.
- **The Right to Amend Your PHI.** You have the right to ask the Fire District to amend written medical information it may have about you. The Fire District will generally amend your information within 60 days of your request and will notify you when it has amended the information. The Fire District is permitted by law to deny your request to amend your medical information only in certain circumstances, such as when the Fire District believes the information you have asked us to amend is correct. If you wish to request an amendment of the medical information the Fire District has about you, please contact our local privacy representative to obtain an amendment request form.
- **The Right to Request an Accounting.** You may request an accounting from the Fire District of certain disclosures of your medical information it has made in the six years prior to the date of your request. However, your requests for an accounting of disclosures cannot precede the implementation date of HIPAA, April 14, 2003. The Fire District is not required to give you an accounting of information it has used or disclosed for purposes of treatment, payment or health care operations, or when we share your health information with our business associates, such as our billing company or a medical facility from/to which we have transported you. The Fire District

is also not required to give you an accounting of our uses of PHI for which you have already given us written authorization. If you wish to request an accounting, contact our local privacy representative.

- **The Right to Request that We Restrict the Uses and Disclosures of Your PHI.** You have the right to request that the Fire District restrict how it uses and discloses your medical information. The Fire District is not required to agree to any restrictions you request, but any restrictions agreed to by us in writing are binding on us.
- **Internet and the Right to Obtain a Paper Copy of the Notice on Request.** If you would like a paper copy of this Notice, you may print this off your computer by choosing that option, or you may contact the Fire District at the address listed below and we will provide you with a paper copy of the Notice upon request.

**Revisions to the Notice:** The Fire District reserves the right to change the terms of this Notice at any time, and the changes will be effective immediately and will apply to all PHI we maintain. Any material changes to the Notice will be promptly posted in our facilities and posted to our website, if we maintain one. You can get a copy of the latest version of this Notice by contacting our privacy official.

**Your Legal Rights and Complaints:** You also have the right to complain to us or to the Secretary of the United States Department of Health and Human Services if you believe your privacy rights have been violated. You will not be retaliated against in any way for filing a complaint with us or to the government. Should you have any questions, comments or complaints you may direct all inquiries to Fire Chief of the Eagle Fire Protection District.

**Eagle Fire Protection District**  
1119 E State St, Suite #240 Eagle, ID 83616

**APPENDIX 17.2.2 Authorization Form**

**EAGLE FIRE PROTECTION DISTRICT  
CLAIM-BY-CLAIM AUTHORIZATION, LIFETIME SIGNATURE AUTHORIZATION, INSURANCE RELEASE,  
ASSIGNMENT OF BENEFITS AUTHORIZATION, RESPONSIBILITY FOR PAYMENT AND ACKNOWLEDGEMENT  
OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

Patient Name: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that I am financially responsible for the services provided to me, or individual(s) that I am legally responsible for, by Eagle Fire Protection District regardless of insurance coverage. I request that payment of authorized Medicare and/or Medicaid benefits be made either to me or on my behalf to Eagle Fire Protection District for any services furnished to me by that supplier. I authorize any holder of hospital or medical information about me to release to the Health Care Financing Administration or Centers for Medicare and/or Medicaid Services and its carriers and agents as well as to Eagle Fire Protection District and its billing agents and any other payers or insurers any information or documentation needed to determine these benefits or the benefits payable for related services. I agree to immediately remit to Eagle Fire Protection District any payments I receive directly from any source for the services provided to me, or individual(s) that I am legally responsible for, and I assign all rights to such payments to Eagle Fire Protection District. I permit a copy of this authorization to be used in place of the original. I understand that this authorization may be used by the supplier for all services in the future until such time as I revoke this authorization in writing.

Additionally, I acknowledge that I have received a copy of the Eagle Fire Protection District’s **Notice of Privacy Practices**. A copy of this form is valid as the original.

\_\_\_\_\_  
Patient or Personal Representative’s Printed Name                      Date                      Incident #

\_\_\_\_\_  
Patient or Personal Representative’s Address

\_\_\_\_\_  
Patient or Personal Representative’s Signature                      Relationship to Patient

A Good Faith Effort was made to obtain a written acknowledgement of receipt of the Notice of Privacy Practices. An acknowledgement was not obtained because:

Crewmember #: \_\_\_\_\_

**REFUSAL OF TREATMENT/TRANSPORT**

I, the undersigned, have been fully advised of my right to receive medical treatment and/or transportation

services from Eagle Fire Protection District. It is my conscious decision to refuse such treatment and/or transportation, and I further realize that this refusal may be against the advice of the Emergency Medical crewmembers, and I accept the consequences of my decision. I further release Eagle Fire Protection District from any liability for harm, damage or loss caused by my refusal to permit treatment and/or transportation. I acknowledge that I have received a copy of Eagle Fire Protection District's **Notice of Privacy Practices**.

\_\_\_\_\_  
Patient's or Parent/Guardian's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's or Parent/Guardian's Signature

\_\_\_\_\_  
Incident #

\_\_\_\_\_  
Witness: Printed Name and Signature

\_\_\_\_\_  
Crewmember #

**Eagle Fire Protection District**  
1119 E State St, Suite #240 Eagle, ID 83616

**APPENDIX 20.1.2**

**Fireworks Sales**

**EAGLE FIRE PROTECTION DISTRICT  
RETAIL SALE OF NONAERIAL COMMON FIREWORKS PERMIT APPLICATION  
[This is a 3-page form]**



**This form must be filed with the Fire Code Official of the Fire District  
at the following address: Eagle Fire Administrative Office 1119 E State St. Suite #240 Eagle, Idaho  
83616**

**Applicant:** Please set forth the name and address of the applicant (or the names of all partners, if a partnership, the name of the corporation and the corporate officers if a corporation, or the name of the limited liability company and all of its members, if a limited liability company):

Applicant Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**Location of Sales:** Please identify each exact location of the retail sale of nonaerial common fireworks:

Location No. 1:

\_\_\_\_\_  
Location No. 2:

\_\_\_\_\_  
Location No. 3:

\_\_\_\_\_  
Location No. 4:

\_\_\_\_\_  
Location No. 5:

---

**Bond or Certificate of Public Liability Insurance:** Please attach the bond or valid certificate of public liability and property-casualty insurance providing coverage of up to ONE HUNDRED THOUSAND DOLLARS (\$100,000) for personal injury and property damage providing coverage at each location:

**Payment of Application Fee:** Applicant must pay a fee for issuing a permit under this Chapter of TWENTY-FIVE DOLLARS (\$25.00).

**I verify that the above information supplied is true and correct:**

Dated: \_\_\_\_\_

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

Applicant: \_\_\_\_\_

---

**OFFICIAL USE ONLY BELOW THIS LINE**

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Bond or Certificate provided with Application  
Application Fee Paid  
Information required has been provided and verified.

Received By: \_\_\_\_\_

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

Reviewed By: Fire Code Official \_\_\_\_\_

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

**Determination and Decision on Application:**

Permit Issued       Denied

When Approval is given this Application Form also serves as a Permit which shall be valid for twelve (12) months from the date of issuance and is nontransferable.

The Permit for the **“Retail Sale of Non-Aerial Common Fireworks”** herein issued shall be displayed in public view at the location listed on the permit.

Dated: \_\_\_\_\_

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

Eagle Fire Protection District  
Fire Code Official



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**Notice of final action:** Please note than unless an appeal of this decision is filed with the Secretary of the District, within fourteen (14) days of date of service, this is a final action. Appeals will be heard by the Board of Commissioners of this District at an open meeting, as scheduled by the Commissioners of this District.

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**APPENDIX 20.1.5.1**

**Nonaerial Common Fireworks Sales**

**EAGLE FIRE PROTECTION DISTRICT**

**CEASE AND DESIST ORDER**

[This is a 2-page form]



**Fire Code Official**

**Eagle Fire Administrative Office 1119 E State St. Suite #240 Eagle, Idaho 83616**

**To: Nonaerial Common Fireworks Sales Permit Holder:** \_\_\_\_\_

**Permit Location:** \_\_\_\_\_

**FIREWORKS ACT VIOLATION:** Please take notice that you are in violation of the Fireworks Act of 1997 Chapter 26 of Title 39 Idaho Code as follows:

\_\_\_\_\_  
\_\_\_\_\_

**Please take further notice that the above state violation creates a situation of an immediate danger to the public health, safety and welfare.**

**CEASE AND DESIST ORDER:** You are ordered to cease and desist the above stated violation within \_\_\_\_\_ . Failure to comply will result in the immediate revocation of your Nonaerial Common Fireworks Permit.

**Date and Time Issued and Served:** \_\_\_\_\_

**Fire Code Official Signs:** \_\_\_\_\_

**Permit Holder Signs:** I, acknowledge service of the above stated Cease and Desist Order.

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

**FINAL ACTION COMPLETED BY FIRE CODE OFFICIAL**

\_\_\_\_\_: Permit Holder Complied Cease and Desist Order lifted:

\_\_\_\_\_: Permit Holder failed to Comply Nonaerial Common Fireworks Permit Revoked

**Date and Time Issued and Served:** \_\_\_\_\_

**Fire Code Official Signs:** \_\_\_\_\_

**Permit Holder Signs:** I, acknowledge service of the above stated Final Action.

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

**NOTICE OF RIGHT TO FILE CONTESTED ACTION:** The Permit Holder may file a written notice of contest the above stated Order with the Secretary of the Fire District at the above stated address.

**APPENDIX 20.2.2**

**Fireworks Display**

**EAGLE FIRE PROTECTION DISTRICT  
FIREWORKS DISPLAY PERMIT APPLICATION**

[This is a 3-page form]

**This form must be filed with the Fire Code Official of the Fire District  
at the following address: Eagle Fire Administrative Office 1119 E State St. Suite #240 Eagle, Idaho  
83616**

**Applicant:** Please set forth the name and address of the applicant (or the names of all partners, if a partnership, the name of the corporation and the corporate officers if a corporation, or the name of the limited liability company and all of its members, if a limited liability company):

Applicant Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**Location of Display:** Please identify the exact location at which fireworks are to be displayed and stored:

Location No. 1:

\_\_\_\_\_

The Fireworks Display is:  Public  Private      Date of Display: \_\_\_\_\_

Location No. 2:

\_\_\_\_\_

The Fireworks Display is:  Public  Private      Date of Display: \_\_\_\_\_

Location No. 3:

---

The Fireworks Display is:  Public  Private      Date of Display: \_\_\_\_\_

**Display Supervisors:** Identification of all persons who will be supervising the public fireworks display or other event and qualifications:

Location No. 1:

Name of Supervisor: \_\_\_\_\_

Supervisor Qualifications: \_\_\_\_\_

\_\_\_\_\_

Location No. 2:

Name of Supervisor: \_\_\_\_\_

Supervisor Qualifications: \_\_\_\_\_

\_\_\_\_\_

Location No. 3:

Name of Supervisor: \_\_\_\_\_

Supervisor Qualifications: \_\_\_\_\_

\_\_\_\_\_

**Bond or Certificate of Public Liability Insurance:** Please attach the bond or valid certificate of public liability and property-casualty insurance providing coverage of up to ONE MILLION DOLLARS (\$1,000,000) for personal injury and property damage providing coverage at each display location:

**Payment of Application Fee [for public displays only]:** Applicant must pay a fee for issuing a permit under this Chapter of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00).

**I verify that the above information supplied is true and correct:**

Dated: \_\_\_\_\_

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

Applicant: \_\_\_\_\_

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**OFFICIAL USE ONLY BELOW THIS LINE**

---

Bond or Certificate provided with Application  
Application Fee Paid [when applicable]  
Information required has been provided and verified.

Received By: \_\_\_\_\_

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

Reviewed By: Fire Code Official \_\_\_\_\_

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

**Criteria for Application Review:** The Fire Code Official shall review a completed Application and conduct such further investigation as is reasonable for the criteria of issuance which criteria are as follows:

- That any proposed sales and use of fireworks outside the normal sales period provided in Section 39-2606, Idaho Code, or proposing the use of fireworks in addition to non-aerial common fireworks will not constitute an unreasonable hazard to persons or property.
- The public display or other event will be supervised by a qualified person and will not constitute an unreasonable hazard to persons or property.
- Appropriate national fire protection association or international fire code provisions may be used as guidance for these determinations.

**Determination and Decision on Application:**

Permit Issued       Denied

When Approval is given this Application Form also serves as a Permit which shall be valid for date of the Display and is nontransferable.

The Permit herein issued shall be displayed in public view at the location listed on the permit.

Dated: \_\_\_\_\_

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

Eagle Fire Protection District  
Fire Code Official

## APPENDIX 21.1.2

## Eagle Fire Protection District Fee Schedule

### Schedule of Fees

Fee Type	Fee
Annexation and Zoning Applications	\$300.00 Category 1 \$500.00 Category 2
Conditional Use Permit	\$100.00
Preliminary Unit Development	\$300.00
Preliminary Plat	\$200.00
Final Planned Development/Final Plat	\$200.00
Mitigation Fee Per Single Family Residence	\$500.00

### Plan Reviews

Fee Type	Fee
Fire Code Plan Review – 50% Building Fee Includes first re-submittals	50% of Building Permit Fee
Additional Submittals	\$200.00
Fire Sprinkler Plan Review*	\$200.00
Heads	\$2.50
Fire Alarm Plan Review	\$175.00
Device	\$4.20

\*All sprinkler head additions require a plan be submitted to the Idaho State Fire Marshal's Office for review and approval.

### Inspections and Permits

Fee Type	Fee
Final Inspection (Includes final first follow-up)	\$75.00
Commercial Occupancy Inspection	\$75.00
Subsequent-1 hour minimum	\$75.00
Inspection of Commercial Hoods	\$150.00
Day Care Inspections	\$20.00
Fireworks Stand Inspection (Includes one follow-up)	\$25.00
Inspection outside of working hours-4 hour minimum	\$100.00
Inspections Required by Outside Agencies-1 hour minimum	\$100.00
Permit for High Piled Combustible Storage	\$150.00
Permit for Public Display of Fireworks	\$150.00
Inspection for Installation of Flammable/Combustible Storage Tanks (1-2 Tanks Flat Fee)	\$200.00
Additional Tanks	\$50.00
Permit for Removal (1-2 Tanks Flat Fee)	\$100.00
Additional Tanks	\$30.00
Compliance Engine	\$30.00

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