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*Attorneys for Plaintiff*

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**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO**

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**TERRY D. GAMMEL,**

Plaintiff,

vs.

**KUNA RURAL FIRE PROTECTION DISTRICT, d/b/a/ KUNA RURAL FIRE DISTRICT, a municipality; and in their individual and official capacities: PERRY PALMER, Former Fire Chief, M.G. BUD BEATTY, JR., Chairman, TIM CRAWFORD, Commissioner, MIKE SMITH, Commissioner, HAL HARRIS, Commissioner, DEBI ENGLEHARDT-VOGEL, Commissioner,**

Defendants.

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Case No.

Judge

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Plaintiff Terry D. Gammel (“Mr. Gammel”) by and through his attorneys, hereby complains against Defendants Kuna Rural Fire District (“KRFD” or “District”), Perry Palmer, Former Fire Chief, M.G. Bud Beatty, Jr., Chairman, Tim Crawford, Commissioner, Mike Smith, Commissioner, Hal Harris, Commissioner, and Debi Englehardt-Vogel, Commissioner,

(collectively “Defendants”) as follows:

### **I. NATURE OF THE CLAIMS**

1. This suit is brought by a former employee of the Defendants under 42 U.S.C. § 1983 (“§ 1983”) for deprivation of his procedural due process rights and his liberty interest in his good name and reputation without due process of law and for retaliation in engaging in protected activity under Idaho’s Protection of Public Employees Act, I.C. §6-2101 *et seq.* Mr. Gammel seeks all available remedies including but not limited to equitable relief, damages, attorneys’ fees, costs, and interest.

### **II. PARTIES**

2. Defendant KRFD is a governmental municipality designated as a fire protection district, created pursuant to Idaho Law. See I.C. §31-1404 *et seq.* KRFD regularly conducts business in and has its principal place of business in the city of Kuna, Ada County.

3. Defendants M.G. Bud Beatty, Jr., Chairman, Tim Crawford, Commissioner, Mike Smith, Commissioner, and Hal Harris, Commissioner are believed to be residents of Ada County, and Debi Englehardt-Vogel, Commissioner is believed to be a resident of Canyon County. These Defendants are being sued in both their official and individual capacities.

4. Defendant Fire Chief Perry Palmer (“Chief Palmer” or “Chief”) is believed to be a resident of Ada County, and at all times relevant to the claims raised herein was Fire Chief of KRFD. He is being sued in both his official capacity and in his individual capacity.

5. Plaintiff Mr. Gammel is a citizen of the State of Idaho and a resident of Ada County, Idaho. At all times relevant to his claims, he was an employee of KRFD until his termination on April 17, 2019.

### **III. JURISDICTION AND VENUE**

6. This Court has original jurisdiction under the provisions of 28 U.S.C. § 1331 with respect to Mr. Gammel's claims arising under federal law. The Court has supplemental jurisdiction over Mr. Gammel's state law claims pursuant to 28 U.S.C. § 1367.

7. Venue is proper with this Court under 28 U.S.C. § 1391, as Defendant KRFD is a fire protection district located in Ada County, Idaho, the individual Defendants reside and work in Idaho, and the illegal conduct occurred within the jurisdiction of this Court.

### **IV. GENERAL ALLEGATIONS**

8. Mr. Gammel was hired as KRFD's Assistant Fire Chief in June of 2015 by Jon Tillman, KRFD's then Fire Chief. Mr. Gammel served in this position, and for a period of time as interim Chief, until he was fired in April 2019.

9. Perry Palmer replaced Mr. Tillman as Fire Chief in or about August 2017.

10. Mr. Gammel was never disciplined (or even provided a verbal warning) about his work performance as Assistant Chief during his nearly four years of employment with KRFD.

11. In fact, every time Mr. Gammel asked Chief Palmer for performance feedback, which he did regularly, Chief Palmer responded complimentary about his performance.

12. As Assistant Chief, Mr. Gammel supervised the firefighters, filled in as Chief whenever Chief Palmer was not available, participated on the Policy Review Committee, assured proper staffing, training and certification of all fire and EMS personnel, assisted the Chief in fire code enforcement including reviews and inspections, did plan reviews for fire code compliance, coordinated the maintenance of equipment, among other duties.

13. At some point prior to Mr. Gammel's hire at the District, KRFD decided to start providing its own ambulance service through the District as opposed to relying on Ada County to

provide that service.

14. Ada County taxed District residents for ambulance services before and after KRFD took over the service.

15. In or about March of 2018, Chief Palmer discussed the idea of a tax levy to raise income for the District. A couple of months later, the District formed a Tax Levy Review Committee.

16. Mr. Gammel was asked by the Chief to participate in these committee meetings throughout the summer/fall of 2018.

17. In or about September of 2018, the Commissioners voted to put the levy on the November ballot.

18. Mr. Gammel believed that when asking District residents to increase taxes through a levy to provide EMS, the District should be very transparent in explaining that the residents were already paying taxes for ambulance services via an Ada County tax. Additionally, if KRFD hadn't taken over the ambulance service, Ada County would have been obligated (and willing) to provide those ambulance services under the current tax, without any increase. Further, Mr. Gammel felt that by committing to provide its own EMS services through the District, it took away scarce resources that were desperately needed for Fire Protection in order to keep the public safe.

19. During these levy committee meetings, Defendant Commissioner Mike Smith made comments that were of concern to Mr. Gammel suggesting that the public knows what the public is told and that it was all smoke and mirrors in convincing the public to vote in favor of the levy.

20. Mr. Gammel adamantly disagreed and made it clear that the public needed honesty and transparency and it was the District's duty to deliver it.

21. Mr. Gammel shared his views on the District's responsibility to be transparent and offered his view that it might save tax payer funds if they terminated the EMS Transport Service Contract and instead relied on Ada County to provide those services. He shared these views during levy meetings and in discussions with Chief Palmer, Commissioner Smith, Officer of Administration Krystal Hinkel and Defendant Commissioner Tim Crawford.

22. At some point after raising these concerns, Mr. Gammel stop receiving calendar invites to the levy meetings.

23. The District's former Officer of Administration told Mr. Gammel that mentioning his views on the levy was a "sure way to be let go."

24. The levy failed in November of 2018.

25. On April 11, 2019, Commissioner Smith told Mr. Gammel that the District decided to "go another way" with the Assistant Chief position and that his employment would end next week.

26. Mr. Gammel was understandably shocked and upset in hearing this and asked Mr. Smith if this was based on something that he had or hadn't done. Mr. Smith told Mr. Gammel that there was nothing specific and then offered Mr. Gammel the option of resigning.

27. Mr. Gammel declined to quit. When Mr. Gammel later asked Chief Palmer what was going on, Chief Palmer denied being involved in the decision making and confirmed that he had no concerns with Mr. Gammel's job performance.

28. KRFD employee policies ("Policy Code") are created by the Board of Commissioners and implemented by passing a resolution. The original Policy Code was passed by resolution in 2002. It has since been updated on multiple occasions via the resolution process.

29. Pursuant to the Policy Code, it is the duty of the Fire Chief to "hire, promote,

discipline and terminate employees in accordance with District Policy and report such actions to the board.” *See* Exhibit A, at §4.6.2.7. Likewise, Title 5 of the Policy Code makes clear that the Assistant Fire Chief works under the direction of and reports to the Fire Chief. *Id.* at §5.1.1. In the Chain of Command provisions, it makes clear that only the Chief reports to the Board of Commissioners, and the Chief is in charge of the daily operations. *Id.* at §7.1.1, §7.1.2.

30. Thus, Mr. Gammel believed the decision to terminate him without involving the Chief, violated policy. Mr. Gammel also believed that the decision to terminate him violated the discipline policy.

31. The Policy Code provides a grievance process when an employee’s employment is adversely affected by: 1) imposition of disciplinary action; 2) interpretation or imposition of District Policy; and/or 3) violation of District Policy. Exh. A at §8.3.1.

32. Mr. Gammel filed a grievance with the Chief on April 11<sup>th</sup> regarding his impending termination as communicated by Commissioner Smith. In his grievance he specifically alleged KRFD’s failure to follow Title 5 (duties of Chief) and Title 8 (Discipline) of the District’s Policy Code.

33. On April 12<sup>th</sup>, Mr. Gammel reached out to Defendant Chairman Bud Beatty to ask for a meeting to discuss his termination. Chairman Beatty told him that “no action has been taken” and that there would be a Special Meeting of the Board on April 17<sup>th</sup>. Mr. Gammel asked for the opportunity to speak to Chairman Beatty and was told that the meeting would be an “open meeting.” Chairman Beatty refused to talk to Mr. Gammel outside of the “open meeting” process.

34. On April 16<sup>th</sup>, Chief Palmer acknowledged receipt of the grievance but responded by stating that he was unable to determine if the grievance stated a grievance since it involved a communication by a Commissioner (*i.e.*, Commissioner Smith was the one to tell Mr. Gammel he

was being fired). The response also said that even if it did state a grievance, he did not have authority to resolve the grievance. The response did not provide any notice regarding Mr. Gammel's rights to proceed with a grievance or appeal.

35. On or about that same day, the District posted an Agenda for a Commissioners Special Meeting. After referring to an executive session, the Agenda indicated that an action item was to consider a motion regarding the retention or dismissal of the Assistant Fire Chief "in the exercise of the will and discretion of the Board of Commissioners."

36. The very next day (April 17<sup>th</sup>) the Board held a special meeting to "discuss" Mr. Gammel's termination. However, during the special meeting, no one from the public or department, much less Mr. Gammel himself, were permitted to offer comments or have questions answered regarding the motion to fire him. In fact, when a department employee asked why Mr. Gammel was being fired, Chairman Beatty said that that question would not be addressed as it was not on the agenda.

37. Instead, the Commissioners went into an executive session to "hear complaints or charges brought against, a public . . . employee. . ." Then, after returning from executive session the Commissioners voted unanimously to dismiss Mr. Gammel and to "immediately" relieve him of his active duty status and have all passwords and district property "surrendered."

38. Based on the above actions of the Board, which have been captured as part of public records, there was a clear implication that Mr. Gammel had committed severe misconduct to warrant his immediate removal and strip him of any access to or possession of District property.

39. Mr. Gammel was not provided any pre-termination or post-termination process.

40. On June 4, 2019, Mr. Gammel, through his attorney, reaffirmed his previously filed grievance and a requested a full and fair due process and name clearing hearing.

41. On July 17, 2019, KRFD's attorney contended that Mr. Gammel had no property interest in his employment, had no right to a name clearing hearing, and was not entitled to pursue a grievance.

42. Despite Commissioner Smith's April 11<sup>th</sup> notification that Mr. Gammel would be terminated (or could resign), which Mr. Gammel alleged was a violation of the Open Meetings Act, KRFD's attorney maintained that the decision to fire him had not been made until the May 8<sup>th</sup><sup>1</sup> meeting.

43. Subsequent to Mr. Gammel's termination, a public records request revealed that on April 12, 2019, the day after Commissioner Smith told Mr. Gammel that the District was relieving him of his Assistant Chief position, Chief Palmer received an email from Phil Roberts with his resume, a letter of recommendation, and a 2-year accomplishments document.

44. Phil Roberts had been the Nampa City Fire Chief until he announced his "resignation" effective April 1, 2019. The Idaho Press quoted Roberts' resignation letter as saying: "I believe at this time, it is best for me to be close to my family. With aging parents who need care and grandbabies that I want to hold close and love."

45. In Roberts' April 12<sup>th</sup> email to Chief Palmer attaching his resume etc., he wrote "thanks for your help in all this. I appreciate it more than you know."

46. Five (5) days later, on April 17, 2019, the Defendant Commissioners officially and unanimously voted to fire Mr. Gammel.

47. Less than two weeks later, on May 1, 2019, KRFD hired Phil Roberts as Assistant Fire Chief upon Chief Palmer's motion.

48. Roberts' salary and benefit package was approved by the Commissioners on May

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<sup>1</sup> Likely a typo given that it was at the April 17<sup>th</sup> meeting Mr. Gammel was fired, whereas his replacement's salary was set on May 8<sup>th</sup>.

8<sup>th</sup> and a consultant was hired to do plan reviews since neither Roberts nor Chief Palmer were certified to perform that job duty which was previously held by Mr. Gammel.

## V. CAUSES OF ACTION:

### 1. FIRST CAUSE OF ACTION (Deprivation of Mr. Gammel's Property Interest without Due Process in Violation of 42 U.S.C. § 1983 against all Defendants)

49. Mr. Gammel alleges and incorporates by reference all of the paragraphs and allegations set forth above.

50. The Board of Commissioners adopts via resolution the Policy Code. The Policy Code provides that employees are at will and “shall have no continued right to employment and/or employment benefits *except* as may be agreed in writing and expressly approved by the Board of Commissioners.” *See* Ex. A at §1.1.1.2 (emphasis added).

51. The Policy Code also contains the following provisions indicating that employees will only be fired for cause:

- a. “[the] purpose of this section is to establish fair and equitable departmental procedures governing the administration of ...discipline.” *See* Ex. A at §8.2.1.
- b. employees are “subject to disciplinary action commensurate with the severity of the offense of accumulations of offenses, the goal being to correct the behavior . . .” *Id.* at §8.2.3.
- c. it also outlines an employee’s right to a grievance/appeals process. *Id.* at §8.2.5.
- d. §8.2.8 specifically requires cause to justify severe disciplinary action such as dismissal. In fact, subsection §8.2.8.8 spells out 15 for-cause grounds justifying disciplinary action such as termination, and §8.2.8.2 requires “probable cause” that the employee has “engaged in actions which would warrant disciplinary

action such as dismissal, suspension or demotion” before that employee may be temporarily suspended

- e. §8.2.8.3 & §8.2.8.6 also requires written notice be given to the regarding the reasons and evidence supporting discipline and written notification of the opportunity to appeal.

52. Mr. Gammel did not sign an acknowledgment that he was an at-will employee. His offer letter had no mention of at-will employment.

53. Based on the Policy Code provisions listed above requiring just-cause for discipline, Mr. Gammel had a reasonable expectation and a legitimate claim of entitlement to continued employment and therefore had a property interest in his employment.

54. Denying Mr. Gammel both a pre-termination hearing, a full and fair post-termination hearing, rejecting his grievance, and rejecting his post-termination request for due process, Defendants’ actions violated his rights to due process of law under the United States Constitution.

55. At all times relevant hereto, Defendants acted under color of state law when committing the acts complained of.

56. Defendant Commissioners had final policy making authority and exercised that authority in Plaintiff’s termination and the denial of due process.

57. Defendants’ acted deliberately in violating Mr. Gammel’s rights under the Fourteenth Amendment to the U.S. Constitution.

58. Defendants’ conduct violated the clearly established constitutional right to due process of which a reasonable person would have known.

59. Mr. Gammel has been injured by Defendants’ conduct and has suffered and

will continue to suffer losses. Pursuant to 42 U.S.C. § 1983 he is entitled to all available relief, including injunctive relief, back pay, reinstatement and/or front pay, and actual and compensatory damages, as well as costs and attorney fees.

60. The individual Defendants' conduct was willful and intentional, malicious, and exhibits reckless or callous indifference to Mr. Gammel's constitutional rights thereby entitling him to punitive damages.

*2. SECOND CAUSE OF ACTION*

*(Deprivation of Mr. Gammel' Liberty Interest in Violation of the Constitution pursuant to 42 U.S.C. § 1983 against All Defendants)*

61. Mr. Gammel alleges and incorporates by reference all of the paragraphs and allegations set forth above.

62. Mr. Gammel has a liberty interest in his good name, reputation, and in continued and future employment.

63. Defendants infringed upon Mr. Gammel's liberty interests by impugning his good name, honor, and integrity after terminating his employment during a public meeting in which they noticed up his impending termination on the agenda posted prior to the meeting and then went into executive session to "hear complaints or charges brought against, a public . . . employee. . ." Then, after returning from executive session the Commissioners voted unanimously to dismiss Mr. Gammel and to "immediately" relieve him of his active duty status and have all passwords and district property "surrendered." Additionally, the Commissioners refused to take questions from the audience related to Mr. Gammel's termination, refused to meet with or discuss its decision to terminate Mr. Gammel with him, and rejected his grievance.

64. The above actions and public records impose a stigma on his professional reputation.

65. As a result of Defendants' wrongful conduct, Mr. Gammel's professional reputation has been adversely impacted and it has foreclosed other employment opportunities.

66. As a result, Mr. Gammel requested a name-clearing hearing less than two months after his firing. Defendants refused to provide the same.

67. At all times relevant hereto, Defendants acted under color of state law when committing the acts complained of.

68. Defendant Commissioners had final policy making authority and exercised that authority in Plaintiff's termination and the denial of due process.

69. Defendants' acted deliberately in violating Mr. Gammel's rights under the Fourteenth Amendment to the U.S. Constitution.

70. Individual Defendants' conduct violated the clearly established constitutional right to substantive due process of which a reasonable person would have known.

71. Mr. Gammel is entitled, pursuant to 42 U.S.C. § 1983, to all available relief, including back pay, benefits, and front pay, emotional distress damages, as well as costs and attorney fees.

72. Individual Defendants' conduct was willful and intentional, malicious, and exhibits reckless or callous indifference to Mr. Gammel's constitutional rights, thereby entitling him to punitive damages.

*3. THIRD CAUSE OF ACTION  
(Retaliation in violation of the  
Idaho Protection of Public Employees Act against KRFD)*

73. Plaintiff alleges and incorporates by reference all of the paragraphs and allegations set forth above.

74. Mr. Gammel engaged in protected activity when he: communicated his objection to Commissioner Smith's suggestion that the District mislead the public with regard to the tax levy; insisted that the District had a duty to be honest and transparent about the need for the tax levy and the taxes that were already being paid to the County; and objected to the District's operation of the Ambulance services at the expense of the District's ability to sufficiently provide appropriate fire protection services.

75. These communications were made in good faith about possible waste and suspected violations of law.

76. Defendants took adverse action against Mr. Gammel by terminating his employment because of his protected activity.

77. Mr. Gammel has been injured as result of Defendants' adverse action and he is entitled to injunctive relief, reinstatement, with full fringe benefits and seniority, compensation for lost wages and benefits, compensatory damages and costs and attorneys' fees.

*4. FOURTH CAUSE OF ACTION  
(Breach of Good Faith Fair Dealing – against KRFD)*

78. Mr. Gammel alleges and incorporates by reference all of the paragraphs and allegations set forth above.

79. Implied in Mr. Gammel's employment relationship with KRFD is a covenant of good faith and fair dealing.

80. The District's Code provides for a variety of benefits attendant to one's employment which were denied to Mr. Gammel. Those benefits include:

- a. that its administration of discipline will be fair and equitable, including that any disciplinary action commensurate with the severity of the offense of accumulations of offenses, the goal being to correct the behavior . . . .”

- b. a right to a grievance/appeals process; and,
- c. written notice be given to the employee with an opportunity to respond before the termination decision is made, as well as written notification of the opportunity to appeal.

81. All of these benefits were repeatedly denied to Plaintiff.

82. He has suffered damages including lost pay and benefits, and attorneys' fees and costs as a result of Defendant's breach.

#### **VI. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that the Court enter judgment in his favor and against Defendants, and award the following relief:

- a. Back pay, in amounts to be determined at trial;
- b. Compensatory and consequential damages;
- c. Punitive damages as allowable;
- d. Reinstatement and/or front pay in lieu of reinstatement;
- e. Injunctive and/or declaratory relief;
- f. Pre-judgment and post-judgment interest at the highest lawful rate;
- g. An offset for any additional tax burden for economic damages;
- h. Attorneys' fees and costs of this action, including expert witness fees, as appropriate; and
- i. Any such further relief as justice allows.

**PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.**

DATED this 7<sup>th</sup> day of October, 2019.

**STRINDBERG & SCHOLNICK, LLC**

    /s/ Jonathan K. Thorne      
Erika Birch  
Jonathan K. Thorne  
*Attorneys for Plaintiff*

# **EXHIBIT A**

# KUNA RURAL FIRE DISTRICT

## POLICY CODE



Last Updated  
March 13, 2019

Kuna Rural Fire District  
P.O. Box 607 [150 W Boise Street]  
Kuna ID 83634  
Office: 208-922-1144 Fax: 208-922-1135

Originally published as the “Kuna Rural Fire Protection District Policy Code” by authority of the Board of Commissioners of the Kuna Rural Fire District by Resolution No. 2002-1 passed in May of 2002.

Republished as the “Kuna Rural Fire District Policy Code” Revised October, 2005 by authority of the Board of Commissioners by Resolution No. 05-09 passed October 12, 2005.

Restated, amended and republished as the “Kuna Rural Fire District Policy Code [September 2007]” by authority of the Board of Commissioners by Resolution No. 07-17 passed October 10, 2007.

Amended and republished as the “Kuna Rural Fire District Policy Code [June 2009]” by authority of the Board of Commissioners by Resolution No. 09-09 passed June 10, 2009.

Amended and republished as the “Kuna Rural Fire District Policy Code [May 2012]” by authority of the Board of Commissioners by Resolution No. 12- 06 passed May 8, 2012.

Starting with Resolution No. 16-17, passed on November 9, 2016 by the Authority of the Board of Commissioners the “Kuna Rural Fire District Policy Code” will be considered republished each time the Board passes a resolution amending this Policy Code.

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# TITLE 1 INTRODUCTION

## Title 1 - Chapter 1 Official District Policy Code

[Amended by Resolution-2013-02 passed on 1/09/2013]

[Amended by Resolution 2015-03, passed on 3-11-2015]

[Amended by Resolution 2016-09, passed on 6/8/16]

- 1.1.1 Introduction and Policy Statement:** The Board of Commissioners pursuant to the authority of Idaho Code § 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 “Kuna Rural Fire District Policy Code” as the Board of Commissioners in their discretion and in accordance with law.
- 1.1.1.1** The “Kuna RFD Policy Code” is the policy code of the Kuna Rural Fire 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 any contracting agents acting as representatives of the District and all District operations.
- 1.1.1.2** The “Kuna RFD Policy Code” is not intended nor should it be considered a contract for purposes of employment as persons employed by the Kuna Rural Fire 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. For example, the Collective Bargaining Agreement with Local #4165.
- 1.1.1.3** In addition to the Kuna Rural Fire District Policy Code, the Board of Commissioners has adopted the Standard Operating Procedures, which establishes rules for the day to day operations of the Fire District.
- 1.1.1.4** This Kuna Rural Fire District Policy Code is to be interpreted in harmony with the Standard Operating Procedures.
- 1.1.2 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.
- 1.1.3 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 Policy Code of the Kuna Rural Fire District. This Policy Code shall be known and cited as the “*Kuna RFD Policy Code* §\_\_\_\_\_“, or “DPC §\_\_\_\_\_”, and it is hereby published by authority of the Board of Commissioners of the Kuna Rural Fire District, and shall be kept up to date under the direction of the Secretary of the District, acting for the Board of Commissioners.

## **Title 1 - Chapter 2 Logo and Mission**

[Amended by Resolution-2013-02 passed on 1/09/2013]  
[Amended by Resolution 2016-08, passed on 05/11/2016]  
[New logo adopted Resolution 2016-17, passed on 11/9/16]  
[Amended 1.2.3 & 1.2.4 by Resolution 2018-28, passed on 12/12/18]

**1.2.1 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.



**1.2.2 District Mission Statement:** The Kuna Fire Rural District is dedicated to protecting and serving our entire community with a commitment to professionalism and performance excellence.

**1.2.3 District Vision Statement:** Excellent Service with Compassion.

**1.2.4 Core Values:**

- Dedication
- Integrity
- Dependability
- Ownership
- Teamwork

## **Title 1 - Chapter 3 Official Newspaper; Publication of Notices**

**1.3.1 Official Newspaper for Publication of Notices:** The Commissioners find the newspaper of general circulation within the Fire District to be the *Kuna Melba News* and designate the *Kuna Melba News* as the official newspaper of this District for the purpose of giving legal notices.

## TITLE 2 BOARD OF COMMISSIONERS

### Title 2 - Chapter 1 Commissioners

[Amended 2.1.7, Added 2.1.9 by Resolution 2018-13, passed on 5/9/18]

**2.1.1 Number of Commissioners:** The Kuna Rural Fire District shall be governed by five (5) 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.

**2.1.2 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 [See I.C. § 31-1409] and shall terminate on the second Monday of January of the fourth year.

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

<i>Subdistrict</i>	<i>County</i>	<i>Election Year</i>
1	Ada	2015, 2019, 2023 and every succeeding four years
2 and 3	Ada	2013, 2017, 2021 and every succeeding four years
4	Canyon	2013, 2017, 2021 and every succeeding four years
5	Canyon	2015, 2019, 2023 and every succeeding four years

**2.1.4 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.

**2.1.5 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.

**2.1.6 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.

**2.1.7 Compensation:** Board members may receive reasonable compensation as established by separate action of the Board for their services as commissioners, but not to exceed that provided in Idaho Code § 31-1421(1) which is presently one hundred dollars (\$100.00) per day maximum, and shall be reimbursed for expenses incurred in the performance of duties previously authorized by the Board as established by separate Board Action.

**2.1.8 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 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.

- 2.1.9** If any city which is wholly or partially within the Fire District, Canyon County, Ada County or the state of Idaho or the Federal Government declare an emergency which 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 Fire District.

## **Title 2 - Chapter 2 Vacancies**

[Repeal 2.2.1, amend 2.2.2.1 & 2.2.2.3, add 2.2.2.4 by Resolution 2018-11, passed on 5/9/18]

### **2.2.1 Reserved for future use**

### **2.2.2 Vacancy of Office**

**2.2.2.1** 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)].

**2.2.2.2** 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 [see **Appendix 2.2.2a - 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 [see **2.2.2b - Written Request for Appointment**].

**2.2.2.3** 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.

**2.2.2.4** 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.

## **Title 2 - Chapter 3**

### **Sub-Districts**

*[Amended by Resolution 2015-03, passed on 3/11/15]*

*[Amended by Resolution 2015-18, passed on 11/11/15]*

*[Amended by Resolution 2016-18, passed on 11/9/16]*

**2.3.1 Sub-District Boundaries:** The District is organized into five (5) sub district which include all areas within the Fire District within the following described boundaries:

**Sub-District #1** –The area that lies north of a line parallel with the center line of E. Kuna Road beginning at the east boundary of the Fire District thence west to a point where said centerline intersects with the centerline of North Ten Mile Road thence north on a line parallel to the centerline of North Ten Mile Road to a point where said center line intersects with the centerline of East Deer Flat Road thence east and parallel with the centerline of East Deer Flat Road where said centerline intersects with the centerline of Meridian Road thence north to the northern boundary of the Fire District.

**Sub-District #2** – The area that lies west of the centerline of Meridian Road and north of the Centerline of East Deer Flat Road and East of the centerline of South McDermott Road.

**Sub-District #3** – The area that lies east of the centerline of South McDermott Road and does not otherwise lie within Sub-District #1 and Sub-District #2.

**Sub-District #4-** The area that lies west of the centerline of South McDermott Road and south of the centerline of Deer Flat Road.

**Sub-District #5-** The area that lies west of the centerline of South McDermott Road and north of the centerline of Deer Flat Road.

**2.3.2 Sub-District Boundaries Map:** Appendix 2.3.1 to Policy Code [Map of District] depicts the Sub-Districts herein Section 2.3.1 established.

**2.3.3** The commissioners may revise subdistricts boundaries of this District when they deem it necessary due to significant shifts in population and shall revise subdistricts boundaries upon any annexation of territory into the district in accordance with sections 31-1410A, 31-1410B and 31-1412(6), Idaho Code, and, within six (6) months following the end of each decennial United States census reporting year so as to equalize the population, area and mileage between the subdistricts as nearly as practicable.

- 2.3.4 A certified copy of the Resolution approved by the Commissioners that includes a map depicting the revised subdistrict boundaries, shall be provided to the county clerk.
- 2.3.5 Not more than one (1) commissioner shall be a resident of the same fire protection commissioner's subdistrict, with the exception that a revision of subdistrict boundaries shall not disqualify any elected commissioner from the completion of the term for which he or she has been duly elected.

## **Title 2 - Chapter 4 District Ethics**

*[Amended by Resolution-2013-02 passed on 1/09/2013]*

- 2.4.1 No elected commissioner, employee, officer or District consultant while performing a government function of the District shall:
  - 2.4.1.1 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
  - 2.4.1.2 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
  - 2.4.1.3 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
  - 2.4.1.4 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:
    - 2.4.1.4.1 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.

**2.4.1.4.2** As is provided in I.C. § 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 § 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

**2.4.1.5** 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:

**2.4.1.5.1** 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.

**2.4.1.5.2** 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.

**2.4.1.5.3** 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.

**2.4.1.6** 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

**2.4.1.6.1** The contract is competitively bid and the Commissioner or their relative submits the low bid; and

**2.4.1.6.2** 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

**2.4.1.6.3** 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

**2.4.1.6.4** Neither the Commissioner nor their relative has violated any provision of Idaho law pertaining to competitive bidding or improper solicitation of business.

**2.4.1.7** 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.

**2.4.2 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 7 of Title 59 Idaho Code.

**2.4.2.1** Commissioners shall refrain from taking action in the event of a conflict of interest without complying with this section.

**2.4.2.2** 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.

**2.4.2.3** 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:

**2.4.2.3.1** 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;

**2.4.2.3.2** 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;

**2.4.2.3.3** 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;

**2.4.2.3.4** 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.

**2.4.2.3.5** 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.

**2.4.2.3.6** If the legal advice is that a real or potential conflict may exist:

**2.4.2.3.6.1** 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.

**2.4.2.3.6.2** 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.

### **2.4.3 Prohibition of Financial Interest**

**2.4.3.1** 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, or 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 *de minimis* 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.

**2.4.3.2 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.

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

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

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

**2.4.3.3.3** Splitting invoices or orders, etc. in an effort to avoid the competitive bid requirements of this policy.

## TITLE 3 BOARD OF COMMISSIONERS' MEETINGS

### Title 3 - Chapter 1 Meetings

[Amended by Resolution-2013-02 passed on 1/09/2013]

[Amended by Resolution 2015-03, passed on 3/11/15]

[Amended by Resolution 2015-09, passed on 6/10/15]

*[The presiding officer of the Board of Commissioner meetings is the Chairman of the board and is also designated as the President. See fire district officers referenced in Idaho Code § 31-1415 and as referenced in Chapter 1 of Title 4 of the District Policy Code. For ease of reference, the "president" does not appear otherwise in this Title].*

- 3.1.1 Regular Monthly Meeting Schedule:** Regular meetings of the Commissioners shall be held on the second Wednesday of each month at the hour of 7:00 p.m. in the meeting room of the Kuna Rural Fire District Fire Station and administrative offices located at 150 W Boise Street, Kuna, Idaho 83634.
- 3.1.2 Special Meetings Set at an Open Meeting:** Special meetings of the Commissioners may be set during an open meeting of the Commissioners.
- 3.1.3 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:
- 3.1.3.1** 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.
- 3.1.4 Emergency Meetings:** An emergency meeting may be called by any officer of the Fire District or by any Commissioner subject to obtaining a quorum.
- 3.1.5** 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.
- 3.1.6 Agenda and Preparation thereof:** The Agenda for the Regular Monthly Board meeting shall be prepared by the Secretary in consultation with the President/Chairman and Chief 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, 3, 4 and 5

Item 3: **Approval of Agenda**  
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**

- (1) Any special group or person wishing to be added to the agenda must make request 5 days in advance and be approved by the 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 3 minutes or less and items concerning personnel issues or legal issues may be heard in executive session per Idaho Code § 74-206 (1).

Item 6: **Financial Reports**

- (1) Treasurer's Financial Report
- (2) Questions and comments from board
- (3) Approval of bills, and report showing all financial transactions made in the month previous.

Item 7: **Staff Reports**

- (1) Chief
- (2) Battalion Chief
- (3) Attorney
- (4) Officer of Administration
- (5) And others as necessary or requested, including: Association Representative, Representative of Local 4165

Item 8: **Committee Reports**  
Any active committees

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 Chief, Commission, or by special request to be on the agenda.

Item 11: **Executive Session under Idaho Code §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 3.2.3 of the Kuna Rural Fire 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.

**3.1.7 Regular Monthly Meeting Packets:** The Secretary in coordination with the Chief shall make available to the Commissioners the upcoming meeting agenda, minutes from the previous meeting and any other available material which is to be considered at the Regular Monthly Board Meeting by 5:00 p.m. Friday before the meeting.

**3.1.8 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.

**3.1.9 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.

## **Title 3 - Chapter 2 Open Meeting Law**

[Amended by Resolution 2015-09, passed on 6/10/15]

[Amended 3.2.2.2, 3.2.3 & 3.2.3.3 by Resolution 2018-14, Passed on 5/9/18]

**3.2.1 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.

### **3.2.2 Notice of Meetings**

**3.2.2.1 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.

**3.2.2.2 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 principal offices of the District which is the Fire Station and Administrative Offices at 150 W Boise Street, Kuna ID 83634, and on any established District website or social media platform.

**3.2.2.3 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.

**3.2.2.4 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 3.2.3 of this section and shall state the reason and the specific provision of law authorizing the executive session.

**3.2.3 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.

**3.2.3.1 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:

**3.2.3.1.1** 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

**3.2.3.1.2** The same shall be retained by the Secretary with the minutes of the meeting to which the agenda appertains; and

**3.2.3.1.3** 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.

**3.2.3.2 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.

**3.2.3.3 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.

**3.2.4 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.

**3.2.4.1 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 § 74-206 (1) through (3) are herein quoted as follows:

**3.2.4.2 Allowed Purposes for Executive Sessions:** The allowed purposes are provided in I.C. § 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.*
- (2) 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.*

- 3.2.5 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.
- 3.2.6 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.
- 3.2.6.1** Provided, however, the Board of Commissioners or its designated representatives may hold an executive session for the specific purpose of:
- 3.2.6.1.1** Considering a labor contract offer or to formulate a counteroffer; or
  - 3.2.6.1.2** 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.
  - 3.2.6.1.3** All documentation exchanged between the parties during negotiations, including all offers, counteroffers and meeting minutes, shall be subject to public writings disclosure laws.
- 3.2.6.2** The Secretary shall post notice of all negotiation sessions at the earliest possible time practicable and shall be accomplished by:
- 3.2.6.2.1** Immediately posting notice of the negotiation session on the front page of the District's official website; and
  - 3.2.6.2.2** If time permits, the Secretary shall also post notice within twenty-four (24) hours at the District's regular meeting physical posting locations.
- 3.2.6.3** Public testimony, if any, shall be posted as an agenda item.

**Title 3 - Chapter 3**  
**Procedure for Responding to Notices of**  
**Open Meeting Law Violations**

[Amended by Resolution 2015-09, passed on 6-10-15]

- 3.3.1** 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 § 74-208 (7).
- 3.3.2 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 I.C. § 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.
- 3.3.2.1 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.
- 3.3.2.2 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.
- 3.3.2.3 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.
- 3.3.3 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)].

## **Title 3 - Chapter 4 Minutes**

*[Amended by Resolution-2013-02 passed on 1/09/2013]*

*[Amended by Resolution 2015-03, passed on 3/11/15]*

- 3.4.1 Written Minutes:** The Secretary shall be responsible for assuring that the minutes taken of each meeting of the Commissioners complies with the provisions of this Chapter.
- 3.4.2 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.
- 3.4.3 Approval of Minutes:** At the meeting following the meeting for which the minutes appertain, the minutes will be approved and signed by the Secretary and Chairman, and the Secretary shall then place the approved minutes in the official minute book of the District records. 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.
- 3.4.4** The Secretary shall then discard the draft minutes and place only the approved minutes in the official Minute Book of the Fire District and then provide the approved copy to each Commissioner, Fire Chief and the Fire District Attorney.
- 3.4.5** Neither a full transcript nor a recording of the meeting is required, except as otherwise provided by law or directed by the Board.
- 3.4.6** 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:
- 3.4.6.1** All members of the Board of Commissioners and officers present;
  - 3.4.6.2** All motions, resolutions, or orders proposed and their disposition;
  - 3.4.6.3** The results of all votes, and upon the request of a Commissioner, the vote of each member, by name.
- 3.4.7 Executive Session Minutes:** Minutes pertaining to executive sessions shall include a 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.

## **Title 3 - Chapter 5** **Convening Meetings of the Board**

*[Adopted by Resolution-2013-13 passed on 8/14/2013]*

### **3.5.1 Definitions**

**3.5.1.1 Authorized Staff:** means and refers to the Fire Chief, Assistant Fire Chief, Battalion Chief, Officer of Administration, Fire Code Official, Secretary, Treasurer, Attorney, officer of the Kuna Emergency Services Association and the chairman of any standing Committee.

**3.5.1.2 Staffing Meeting Information:** means and refers to written communication, documents, photographs, drawings or any similar communication or materials provided by Authorized Staff to the Board containing information relevant to meetings of the Board.

### **3.5.2 Convening Meetings of the Board of Commissioners:** Board meetings are convened in accordance with the following:

**3.5.2.1** Regular meetings of the Board are set by the Board and special meetings are either set by the Board or by the call of the Chairman or Fire Chief; and

**3.5.2.2** An agenda has been prepared, timely posted, and all members of the Board have been provided with notice not less than 24 hours in advance of a special meeting and 48 hours in advance of a regular meeting, unless it is an emergency meeting under the Open Meeting Law; and

**3.5.2.3** There is a quorum [not less than three] of the Board present at the scheduled time for the commencement of the meeting; and

**3.5.2.4** The meeting is called to order by the board member chairing the meeting, and there is a secretary of the meeting taking minutes of the meeting.

### **3.5.3 Authorized Staffing Meeting Information**

**3.5.3.1** Authorized Staff may provide Staffing Meeting Information relevant to governing board agenda items and for other relevant purposes of ongoing District business and planning.

**3.5.3.2** Staffing Meeting Information provided may be in hard copy or in electronic format.

**3.5.3.3** It is the responsibility of the Authorized Staff providing Staffing

Meeting Information to maintain the record of the date, time and method of providing the same to the Board.

- 3.5.3.4** Electronic replies to Authorized Staff by each individual Board member shall be directly to the staff member providing the Staffing Meeting Information and to any other staff member as may be needed.
- 3.5.3.5** The Secretary is responsible for the assembly of and the service of Board packet Staffing Meeting Information which may be provided electronically in one e-mail to all Board Members when authorized by the Board. Board Member responses shall be directly only to the Secretary.

## **TITLE 4 APPOINTED OFFICES**

### **Title 4 - Chapter 1 Board President/Chairman**

*[Amended by Resolution-2013-02 passed on 1/09/2013]*

*[Amended by Resolution 2015-03, passed on 3/11/15]*

*[The presiding officer of the Board of Commissioner meetings is the Chairman of the board and is also designated as the President. See fire district officers referenced in Idaho Code § 31-1415 and as referenced in Chapter 1 of Title 4 of the District Policy Code. For ease of reference, the “president” does not appear otherwise in this Title].*

- 4.1.1 Election by Board:** The Board shall at its first meeting in January of each year nominate and appoint a Board President/Chairman for a term of one year, unless a shorter term is designated.
- 4.1.2 Duties of the Board Chairman:** The duties of the Board Chairman are as follows:
- 4.1.2.1** 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
  - 4.1.2.2** May call special meetings of the Board given 24 hours prior notice if all can appear, otherwise provide 5 days prior written notice and posting as required by law ; and
  - 4.1.2.3** Advise and consult with the Chief of the District and, the Secretary on the preparation of the agenda for the meetings; and
  - 4.1.2.4** 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
  - 4.1.2.5** Exercise such other authority as expressly authorized by the Board; and
  - 4.1.2.6** 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
  - 4.1.2.7** Work in coordination with the other officers herein these policies provided for and appointed by the board.

## **Title 4 - Chapter 2 Board Vice Chairman**

- 4.2.1 Election by Board:** The Board shall at its first meeting in January of each year nominate and appoint a Board Vice Chairman for a term of one year unless a shorter term is designated.
- 4.2.2 Duties of Board Vice-Chairman:** The duties of the Board Vice Chairman are:
- 4.2.2.1** To perform the duties of the Board Chairman in their absence.
  - 4.2.2.2** 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
  - 4.2.2.3** Work in coordination with the other officers herein these policies provided for and appointed by the board.

## **Title 4 - Chapter 3 Board Secretary**

*[Amended by Resolution-2014-03 passed on 5/14/2014]*

- 4.3.1 Election by Board:** The Board shall at its first meeting in January of each year nominate and appoint a Secretary for a term of one year, unless a shorter term is designated. The office of Secretary, Treasurer and Officer of Administration to the Board 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 and Canyon Counties.
- 4.3.2 Duties of the Board Secretary are:**
- 4.3.2.1** 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
  - 4.3.2.2** 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
  - 4.3.2.3** Prepare the agenda, assure that all notice of Board meetings is posted and published as required by law; and
  - 4.3.2.4** 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; and,
    - 4.3.2.4.1** Reporting to commence March 15, 2015 and reporting follows on

December 1<sup>st</sup> of each year.

- 4.3.2.4.2** Update reporting of any changes in the reported information within 30 days of such change.
  - 4.3.2.5** Receive and advise the Board of all communications to the Board of Commissioners; and
  - 4.3.2.6** Exercise such other authority as expressly authorized by the Board; and
  - 4.3.2.7** 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
  - 4.3.2.8** Work in coordination with the other officers in these policies provided for and appointed by the board.
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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.

## **Title 4 - Chapter 4**

### **Board Treasurer**

*[Amended by Resolution 2015-03, passed on 3/11/15]  
[Amended 4.4.1 by Resolution 2018-07, passed on 3/14/18]*

- 4.4.1 Election by Board:** The Board shall at its first meeting in January of each year nominate and appoint a Treasurer for a term of one year, unless a shorter term is designated. The office of Secretary, Treasurer, Officer of Administration to the Board and District Administrator 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 and Canyon Counties.

**4.4.2 Duties of the Board Treasurer are to:**

- 4.4.2.1 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 other designated Board members who have been bonded, and
- 4.4.2.2 Exercise such other authority as expressly authorized by the Board; and
- 4.4.2.3 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
- 4.4.2.4 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
- 4.4.2.5 **Fiscal Policy:** Administer all Board of Commissioner Fiscal Policies; and
- 4.4.2.6 Prepare a monthly treasurer report to the Board including a list of all bills presented, showing to whom payable, the amount, and description of what the payment is for, and any other special financial report as requested by the Board; and
- 4.4.2.7 Coordinate and provide necessary information to auditor; and
- 4.4.2.8 Work in coordination with the other officers herein these policies provided for and appointed by the board; and
- 4.4.2.9 **Budget Preparation:** Annually convene and staff the Budget Committee in the preparation of the annual budget for timely submission to the Board of Commissioners for publication, hearing and approval; and
- 4.4.2.10 **Five Year Master Plan:** In coordination with the Budget Committee and as a part of the preparation of the annual budget, develop and update *The Kuna Rural Fire District Five (5) Year Master Plan* which shall address staffing, equipment, facilities, funding sources and implementation plans inclusive of the following five (5) fiscal years for timely submission to the Board of Commissioners for approval; and
- 4.4.2.11 Prepare the final fiscal year budget resolution and Dollar Certification of Budget Request L-2 Form and worksheet to be with the appropriate government agencies by the required annual deadline.

**4.4.3 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.

**4.4.4 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.

**4.4.5 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 employee or 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 a 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.

## **Title 4 - Chapter 5 Officer of Administration**

*[Amended by Resolution-2013-02 passed on 1/09/2013]*

*[Amended 4.5.1 by Resolution 2018-07, Passed on 3/14/18]*

**4.5.1 Election by Board:** The Board shall at its first meeting in January of each year nominate and appoint an Officer of Administration for a term of one year, unless a shorter term is designated. The office of Secretary, Treasurer, Officer of Administration to the Board and District Administrator 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 and Canyon Counties.

**4.5.2 Duties of the Officer of Administration are to:**

**4.5.2.1 Administrator Meetings:** Meet with the Chief as needed or as directed by the Board of Commissioners and review and coordinate all ongoing administrative activities of the Fire District.

**4.5.2.2 Employee Discipline and Grievance Procedure Administration**

- Provide investigative assistance when requested by the Chief or the Board of Commissioners as reasonably needed for the determination of relevant facts; and
- Prepare the course of proceedings for all hearings involving formal grievances

**4.5.2.3 Ambulance EMS Transport Operations and EMS Record Keeping:**

- Provide administrative assistance, in coordination with the medical directorate and licensure compliance requirements of the patient care report writing system;

- As directed by the Chief, provide administrative assistance in Quality EMS Report review and training of personnel on report preparation and timely submittal;
- Oversee and administer patient billing and account collections;
- In coordination with the Treasurer, reconcile the ambulance Billing System and the accounting System used by the District;
- As directed by the Chief, maintain and administer record keeping systems security measures, programming and annual/quarterly reporting to the state of Idaho Department of Health and Welfare Bureau of EMS; and
- As directed by the Chief, provide administrative assistance in EMS licensure maintenance.

**4.5.2.4 State Fire Reporting:** Provide administrative assistance in coordination with the Chief for the preparation and submittal of all state of Idaho Fire Reporting as required.

**4.5.3 Reporting:** The Officer of Administration reports directly to the Board of Commissioners and coordinates in the performance of the Officer's duties with the other appointed officers of the Fire District.

## **Title 4 - Chapter 6 Fire District Chief**

*[Amended by Resolution-2013-02 passed on 1/09/2013]*

*[Amended by Resolution 2015-09, passed on 6-10-15]*

*[Amended Section 2 Subsections 18, 25, 28 & 30, added sections 6 & 7 by Resolution 17-02, passed 4/12/17]*

**4.6.1 Appointment:** The Board shall at its first meeting in January of each year nominate and appoint the Fire District Chief (the Chief) for a term of one year unless a shorter term is designated. The Board shall meet with the Chief in executive session pursuant to I.C. § 74-206\_(1) (b) for evaluation and reappointment purposes at least 60 days in advance of this meeting.

**4.6.2 Fire District Chief Duties:** The duties of the Chief are:

- 4.6.2.1** Be responsible for the operation, administration and coordination of the District's Fire District operations; and
- 4.6.2.2** Work in coordination with other fire district personnel; and
- 4.6.2.3** Advise the Board Chairman/President and Secretary of any needed agenda items for upcoming Board meetings; and

- 4.6.2.4** Review any policy proposals and advise the Board regarding the advisability of the same; and
- 4.6.2.5** Develop and implement procedures for the good of the order and management of the District's operations and make recommendations to the Board regarding the same; and
- 4.6.2.6** Supervise all full-time, Part-time and volunteer personnel of the District. Supervise the District Secretary/Treasurer and Officer of Administration in day to day office operations, recognizing that these positions are appointed by and have direct authority from the commissioners in those duties specified in the Policy Code.; and
- 4.6.2.7** Hire, promote, discipline and terminate employees in accordance with District Policy and report such actions to the board; and
- 4.6.2.8** Assure the proper manning of shifts; and
- 4.6.2.9** Assure the proper training and certification of firefighting and lifesaving personnel; and
- 4.6.2.10** Coordinate with local schools and other public agencies and provide them fire prevention training; and
- 4.6.2.11** Oversee the review and timely response of all building permit reviews and approvals and other property development requests being processed by Ada and/or Canyon County and/or the City of Kuna which involve or require either District approval and/or review; and
- 4.6.2.12** Inform the Board of significant issues in reviews and approvals as provided in Section 4.6.2.11 and on all major issues that are or may become of special public interest; and
- 4.6.2.13** Evaluate the effectiveness of the District's operations and advise the Board as needed; and
- 4.6.2.14** Maintain records in coordination with the Secretary of all District operations under the supervision of the Chief, and
- 4.6.2.15** Maintain and make reports as required under law for all District operations under the supervision of the Chief; and
- 4.6.2.16** Oversee the maintenance and upkeep of equipment, buildings and real property of the District; and
- 4.6.2.17** Act with full command and police authority as provided by law while at the

scene of fires or alarms of fires or other emergencies involving District response and jurisdiction; and

- 4.6.2.18** In coordination with the Treasurer, the Officer of Administration and the Budget Committee prepare a proposed budget and make recommendations concerning the budget. The budget shall be developed in coordination with the *The Kuna Rural Fire District Five (5) Year Master Plan* and be presented to the Board on or before the 1st of July preceding the commencement of the fiscal year; and
- 4.6.2.19** Oversee all equipment, specifications, purchases and makes recommendations to the board for approval of purchases over \$5000.00; oversees any sales or disposition of department equipment as authorized by the commission; and
- 4.6.2.20** Inform the Board of major supplies, equipment and facilities needs of the District valued greater than \$5000.00; and
- 4.6.2.21** Authorize the purchase of regular District equipment and supplies costing less than \$5000.00; and
- 4.6.2.22** Execute the policy and procedures adopted by the Board appertaining to the Chief duties and responsibilities; and
- 4.6.2.23** Shall be the Fire Code Official as set forth in Title 4 – Chapter 7 of this Policy Code.
- 4.6.2.24** All items which those under the Chiefs' supervision seek to have placed upon the agenda of the Board will be reviewed by the Chief before approval to be placed on the Commissioners' meeting agenda; and
- 4.6.2.25** Represent the District in mutual aid organizations as approved by the Board, with other districts and/or cities performing fire suppression and/or lifesaving services; and
- 4.6.2.26** Provide statistical analyses of District responses as needed or requested; and
- 4.6.2.27** Inform and recommend to the Board appropriate funding sources such as grants which can support District functions and operations, etc; and
- 4.6.2.28** Coordinate with the Assistant Fire Chief to gather information to assist in the preparation of an annual update to *The Kuna Rural Fire District Five (5) Year Master Plan*. In coordination with the Treasurer, the Officer of Administration and the Budget Committee, the plan shall include matters of district staffing, equipment and building needs, possible funding sources and implementation plans and will be presented to the Commission for adoption; and

- 4.6.2.29 Except for appointed officers, supervise and evaluate all employees and volunteers; and
- 4.6.2.30 Develop a plan for full time and part time personnel recruitment, selection and retention, in coordination with other officers and members of the department for approval of the Board; and
- 4.6.2.31 Attend fire service conferences, conventions and other educational meetings to keep abreast of current issues and management improvement, as allowed by the budget; and
- 4.6.2.32 Regarding Fire District facilities [buildings and grounds] owned or leased by the Fire District, be responsible to:
  - 4.6.2.32.1 Recommend rules and regulations, for approval by the Board of Commissioners as may be necessary for their proper use, management and protection; and
  - 4.6.2.32.2 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; and
- 4.6.2.33 Other duties as assigned by the Commission.
- 4.6.3 **Compensation:** The District Fire Chief shall receive a reasonable compensation as established by separate action of the Board for their services.
- 4.6.4 Fire Chief is not a Firefighter covered under the 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 Kuna Firefighters I.A.F.F. Local No. 4165.
- 4.6.5 **Reporting:** The Fire Chief reports directly to the Board of Commissioners.
- 4.6.6 **Availability and Attendance:** The position of Fire Chief for the Kuna Rural Fire District is considered a salaried administrator/executive level employee position and is therefore intended to be an un-classified employee for purposes of the Fair Labor Standards Act.
  - 4.6.6.1 Although the Board of Commissioners does not impose hourly attendance requirements upon the Fire Chief *per se*, the Fire Chief is expected to establish a regular schedule in which he or she will conduct the business of the District.

- 4.6.6.2** The Chief’s schedule should include periods of daily regular office hours based on a 40 hour work week.
- 4.6.6.3** The Board expects the Chief to respond to calls occurring outside of normal business hours as needed, at his discretion.
- 4.6.6.4** It is anticipated that the Fire Chief will regularly attend meetings and conduct business outside of the fire station, however, the Board hereby expresses its intent that the Fire Chief should conduct the business of the District from his office at Fire Station No. 1, as often, and with such regularity as is reasonably practicable.
- 4.6.6.5** The Fire Chief shall share his business calendar and appointments with the Assistant Chief and the District’s administrative support staff, such that he can be located during business hours in the event of an emergency, or in the event a member of the Board of Commissioners wishes to contact the Fire Chief regarding Fire District Business.
- 4.6.6.6** The Board expects the Fire Chief to attend each regular and special meeting of the Board of Commissioners, except upon previous arrangement for absence with the Chairman of the Board, or in the event of an emergency.
- 4.6.6.7** The Chief shall accrue 120 hours of vacation time which can be used during any one calendar year upon prior approval by the Board of Commissioners. The Chief may carry-over up to 40 hours of unused vacation time from one year to the next. At the end of any calendar year, any unused vacation time in excess of 40 hours will be lost, cannot be used, and is not compensable.
- 4.6.6.8** The Chief shall accrue sick leave in the amount of 80 hours per year. Such leave shall accrue on a bi-weekly basis equating to a total of 80 hours per year. Sick leave can carry over and accrue from year to year, with a maximum accrual of 640 hours and is not subject to a “pay out” at the end of the Chief’s employment with the District.
- 4.6.7 Interagency Agreements:** The Fire Chief, nor any other employee of the Kuna Rural Fire District shall engage in, or pursue interagency agreements or Joint Powers agreements with other public entities of any nature without first obtaining authorization from the Chairman of the Board of Commissioners. The Chairman and the Chief shall report any such authorization under this paragraph to the entire Board of Commissioners at the next occurring regular or special meeting of the Board of Commissioners.

## **Title 4 - Chapter 7 Fire Code Official**

- 4.7.1 Department of Fire Prevention Created:** There is hereby established within the Fire District “The Department of Fire Prevention” which shall have all the authority, duties and responsibilities to implement, administer and enforce the provisions of the current International Fire Code as adopted by the State Fire Marshal.
- 4.7.2 Nomination and Appointment:** The Chief appointed in 4.6.1 shall be the Fire Code Official.
- 4.7.3 Duties:** The duties of the Fire Code Official shall be to direct and exercise the authority of “The Department of Fire Prevention” in the implementation, administration and enforcement of the provisions of the current International Fire Code as adopted by the State Fire Marshal.
- 4.7.4 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.
- 4.7.5 Board of Appeals:** 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.
- 4.7.5.1 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.
- 4.7.5.2 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.
- 4.7.5.3 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.

## **Title 4 - Chapter 8 Board Attorney**

**4.8.1 Appointment:** The Board shall at its first meeting in January of each year nominate and appoint an attorney.

**4.8.2 Board Attorney Duties:** The duties of the Attorney are:

**4.8.2.1** Advise the Board regarding all legal matters related to Board actions;

**4.8.2.2** Prepare any legal documents and/or policy and procedure as requested by the Board; and

**4.8.2.3** Perform such other services as requested and/or as expressly authorized by the Board; and

**4.8.2.4** Work in coordination with the other officers herein these policies provided for and appointed by the board

**4.8.3 Compensation:** The District Attorney shall receive a reasonable compensation as established by separate action of the Board for their services.

**4.8.4 Reporting:** The Board Attorney reports directly to the Board of Commissioners.

## **TITLE 5 NON-APPOINTED POSITIONS**

*[Replaced by Resolution-2013-03 passed on 1/09/2013]*

### **Title 5 - Chapter 1 Assistant Fire Chief**

**5.1.1 Assistant Fire Chief:** The Assistant Fire Chief is a chief officer and shall work under the direction of and reports to the Kuna Rural Fire District Chief.

#### **5.1.2 Duties of the Assistant Fire Chief**

**5.1.2.1** In the absence of the Fire District Chief, supervise all Fire Officers, Full-time Firefighters and Volunteer Paid On/Call Firefighters and EMS personnel of the District;

**5.1.2.2** In coordination with the Fire Chief, be familiar with all aspects of the Fire Chief's duties and responsibilities and seek training in order to obtain and maintain proficiency to carry out those duties when needed.

**5.1.2.3** Be a member of the Policy Review Committee.

**5.1.2.4 Volunteer Paid On/Call Firefighters:** Assist the Fire Chief, to develop and implement a program for recruiting, hiring, training and retention of Volunteer Paid On/Call Firefighters.

**5.1.2.5** Assist the Chief in hiring, promoting, disciplining and recommending termination of employees in accordance with the District Policy and if doing so when the Chief is not present, report such actions to the Fire District Chief as soon as possible by phone, email and in writing;

**5.1.2.6** Assure proper manning of all shifts;

**5.1.2.7** Assure the proper training and certification of all fire and EMS personnel;

**5.1.2.8** Assist the Chief in the functions of Fire Code Official, such as in plan reviews, inspections and fire code reviews; Maintain State Fire Marshal's fire inspection certification.

**5.1.2.9** Assist in the evaluations of the effectiveness of the District's responses to all emergencies within the District;

**5.1.2.10** Implement procedures for the maintenance of all Fire District firefighting and life preservation apparatus and equipment and coordinate the maintenance of all Districts' equipment and report such maintenance to the Fire District

Chief;

- 5.1.2.11 Assist the Fire Chief and the Budget Committee, which shall be developed in coordination with the multiyear plan.
- 5.1.2.12 Assist the Chief, and the Budget Committee, in the preparation of *The Kuna Rural Fire District Five (5) Year Master Plan* which shall include matters of district staffing, equipment and building needs, possible funding sources and implementation plans; and
- 5.1.2.13 Assist the Chief in planning, organizing, directing, coordinating and controlling the collective efforts of all fire companies, EMS and other District personnel; and
- 5.1.2.14 Assist in training personnel as applicable.
- 5.1.2.15 Perform clerical work; report on fires, personnel and company activities; and prepare monthly reports for the Fire District Chief; and
- 5.1.2.16 Perform all other jobs and/or duties as assigned by the Fire District Chief.
- 5.1.2.17 Maintain EMT-B certification with EMT-A recommended; and
- 5.1.2.18 **Assistant Fire Chief is not a Firefighter covered under the Collective Bargaining Agreement:** The Assistant Fire Chief is not a Firefighter as that term is defined in the Collective Bargaining agreement by and between this District and the Kuna Firefighters I.A.F.F. Local No. 4165. His working conditions are determined by the Fire District Commissioners.

**5.1.3 Terms and conditions of employment – Assistant Fire Chief**

*[Amended by Resolution-2013-08 passed on 5/9/2013]*

- 5.1.3.1 Wage as set by the commission;
- 5.1.3.2 Any accrual of vacation from shift work will be carried over;
- 5.1.3.3 Vacation accrual shall be in accordance with this schedule:

<b><i>TERM OF EMPLOYMENT</i></b>	<b><i>LEAVE ACCRUAL</i></b>
1 day to 4 months	24 hours total at end of 3 <sup>rd</sup> month
4 <sup>th</sup> month to 1 year	8 hours per month
1 year to 3 years	Additional 60 hours at the end of the 1 <sup>st</sup> year, then 13 hours each month
4 years to 6 years	15 hours per month
7 years to 10 years	17 hours per month

Eleven years and over	18 hours per month
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Maximum Accrual of Leave capped at 600 hours

- 5.1.3.4** Health and life insurance and Retirement benefits will be in accordance with those provided pursuant to the International Association of Firefighters, Local #4165 current Collective Bargaining Agreement.
- 5.1.3.5** Wage will be paid by straight time for hours worked up to 40 per week and with overtime paid at time and ½ for hours over 40 in a work week.
- 5.1.3.6** The regular work schedule is weekdays from 08:00 to 17:00 with an hour off for lunch, with weekends off.
- 5.1.3.7** Must timely complete and submit to the Fire Chief time cards showing the hours worked each pay period with the license to adjust time entries between days on those days worked in excess of 8 hours in order to keep the work week within 40 hours.
- 5.1.3.8** Responds to major emergencies and fires when able to response even if off-duty.
- 5.1.3.9** Taking time off from the work schedule requires the approval of the Fire Chief and when permitted shall be charged as personal leave.
- 5.1.3.10** Is subject to the provisions of this Policy Code as are applicable.
- 5.1.3.11** His is provided a department vehicle to use for business and in accordance with the current Administration vehicle use policy.

## **Title 5 - Chapter 2 Battalion Chief**

- 5.2.1** The **Battalion Chief** shall work under direction of the District Fire Chief or in the absence of the Chief, the Assistant Chief. The Battalion Chief is a paid-on-call member of the department.
- 5.2.2 Duties:**
- 5.2.2.1** Operates within the Incident Command System at emergencies.
- 5.2.2.2** Assists the Fire District Chief and the Assistant Fire Chief, as needed with oversight and supervision of the proper maintenance and operation of the station and emergency apparatus and equipment; and
- 5.2.2.3** Perform a wide variety of firefighting, emergency medical and other related

duties, including inspections of equipment, personnel, and buildings as assigned by the Fire District Chief; and

- 5.2.2.4 Assist the Fire District Chief and the Assistant Fire Chief, with planning, organizing, directing, coordinating, and controlling the collective efforts of all District fire companies, EMS and other personnel; and
- 5.2.2.5 Assist in training as assigned and
- 5.2.2.6 Prepare reports on fires, personnel and other activities as requested; and prepare monthly reports for the Fire District Chief as requested; and
- 5.2.2.7 Assist the Chief to Supervise the Volunteer/Paid On-Call Firefighter and - EMS personnel and training programs and activities; and
- 5.2.2.8 Assist with fire investigation to determine origin and cause on fires as needed or assigned.
- 5.2.2.9 Perform all other jobs or duties as assigned by the Fire District Chief.
- 5.2.2.10 The Battalion Chief shall not supervise full-time personnel in the station unless specifically assigned by the Fire Chief:

### **5.2.3 Qualifications of Battalion Chief**

- 5.2.3.1 Knowledge of the locations of streets, fire hydrants, water supplies and the type of building construction in the district; and
- 5.2.3.2 Knowledge of the mechanical principles involved in operating fire apparatus and allied equipment; and
- 5.2.3.3 Be responsible for having a thorough knowledge of the District Policy Code and any other rules and regulations governing the District; and
- 5.2.3.4 Knowledge of current fire fighting, fire prevention practices, and emergency care for the sick and injured; and
- 5.2.3.5 Ability to understand and follow oral and written instructions, to react quickly in emergencies, and to display judgment in making work decisions; and
- 5.2.3.6 Ability to inspect buildings, recognize and determine fire or other hazardous conditions, and make written and oral reports of such conditions and recommendations for their correction; and
- 5.2.3.7 Ability to evaluate fires, recognize danger, take immediate action to protect life, and property using sound judgment, and react calmly in emergencies; and

- 5.2.3.8 Considerable knowledge of explosives, hazardous chemicals, and the hazard potentials of liquids and gases as well as the effects of a fire on different types of building construction; and
  - 5.2.3.9 Ability to plan, assign, direct, review, and supervise large-scale operations of firefighting equipment and personnel in emergencies; and
  - 5.2.3.10 Ability to establish and maintain effective working relationships with subordinates, representatives of cooperating agencies and the general public; and
  - 5.2.3.11 Ability to express ideals clearly and concisely, orally and in writing, to groups and individuals; and
  - 5.2.3.12 Maintain at least an Idaho EMT- Basic certification; and
  - 5.2.3.13 Knowledge and ability to operate automotive fire apparatus and district equipment.
- 5.2.4 **Reporting:** The Battalion Fire Chief reports directly to the Fire Chief.

### **Title 5 - Chapter 3 Captain**

- 5.3.1 The **Captain** shall perform his duties under the direction of the Fire District Chief and shall be responsible to him for the proper execution of such duties, and be required to efficiently perform his duties in protecting life and property according to the standards of the District.
- 5.3.2 **Duties of the Captain**
- 5.3.2.1 Be in control of Firefighters assigned to him, and shall be responsible for the enforcement of the policies and procedures of the District; and
  - 5.3.2.2 Respond to or assign appropriate resources to all alarms, when on duty, and assume command in accordance with Incident Command System protocol.
  - 5.3.2.3 Familiarize themselves with the district and general duties of the station to enable them to assume the responsibilities of their Senior Officer, should it be required; and
  - 5.3.2.4 Use good judgment in the performance of their duties; and
  - 5.3.2.5 In the absence of a Chief Officer, when a subordinate under the Captain's command commits an infraction of the rules, the Captain shall have the power under the circumstances of an emergency, such as intoxication or drugs,

willful refusal to obey orders or when the interests of the District could suffer by his remaining on duty, to suspend any Member under his supervision and make a report immediately by phone or in person and in writing, to the Fire District Chief, immediately upon return to quarters; and

- 5.3.2.6 Report promptly, in person or by phone and subsequently in writing, to the Fire District Chief, Assistant Chief or Battalion Chief all accidents or incidents to personnel, citizens and equipment. The report shall be specific and clear, giving names of witnesses and details; and
- 5.3.2.7 Authorize outside repair work to be done in the case of an emergency and shall see that the Fire District Chief or Assistant Chief is notified as soon as possible; and
- 5.3.2.8 Assist the Fire District Chief in establishing short and long range goals of the District; and
- 5.3.2.9 Keep any and all reports and records up to date as required by the Fire District Chief; and
- 5.3.2.10 Attend any and all meetings and training as required by the Fire District Chief; and
- 5.3.2.11 Perform any and all other duties as assigned by the Fire District Chief.
- 5.3.2.12 Maintain a current Fire Inspector's certification through the Idaho State Fire Marshal's office.
- 5.3.2.13 Maintain minimum requirements of all subordinate fire fighter positions.

**Title 5 - Chapter 4**  
**Other Full-time Firefighters**  
[Amended by Resolution 2015-05 on 4-9-15]

**5.4.1 Full-time Firefighters** shall perform their duties under the direction of the Fire District Chief [and in the order of the chain of command] and be responsible to him for the proper execution of such duties, and be required to efficiently perform their duties in protecting life and property according to the standards of the District.

**5.4.2** Full-time Firefighters include, in order of rank from lowest to highest:  
Probationary Firefighter;  
Firefighter I;  
Senior Firefighter, and  
Driver/Operator

**5.4.3 Duties of Full-time Firefighters**

- 5.4.3.1 Be responsible for the care, operation and maintenance of all assigned District apparatus, the fire station and equipment; and
- 5.4.3.2 Maintain their highest EMS certification, EMT-A or EMT-Paramedic; and
- 5.4.3.3 Maintain State Fire Inspector certification; must obtain certification within two years of hire date of implementation of this section (April 2015), and
- 5.4.3.4 Maintain skills and apply correct procedures in responding to and mitigating fire and other life threatening events. Supervise the fire fighting procedures and all other emergency response activities of personnel as assigned and assure safe and proper procedures are followed; and
- 5.4.3.5 Be responsible for assisting in inspections and code enforcement as necessary; and
- 5.4.3.6 Assist in maintaining and updating accurate maps of the district and response areas; and
- 5.4.3.7 Keep any and all reports and records up to date as required by the Fire District Chief; and
- 5.4.3.8 Attend any and all meetings and training as required by the Fire District Chief; and
- 5.4.3.9 Be responsible for having a thorough knowledge of the District Policy Code and any other rules and regulations governing the District; and
- 5.4.3.10 Perform any and all other duties as assigned by the Fire District Chief; and
- 5.4.3.11 Assist in determining the cause of fires as directed; and
- 5.4.3.12 Assist the Fire District Chief in establishing short and long range goals of the District.
- 5.4.3.13 Must complete and maintain Kuna Rural Fir District Red Card requirements and State Fire certifications.
- 5.4.3.14 Maintain Blue Card certifications, must obtain within two years of hire date or date of implementation of this section (April 2015)

**Title 5 - Chapter 5**  
**Volunteer/Paid On-Call Firefighters**  
[Amended by Resolution 2015-05 on 4-9-15]

**5.5.1 General Description:** The Volunteer/Paid On-Call Firefighter shall perform his duties

under the direction of the Fire District Chief and be responsible to him for the proper execution of such duties, and be required to efficiently perform his duties in protection life and property according to the standards of the District.

**5.5.2 Rank:** The Volunteer/Paid On-Call Firefighter Positions of this District in order of rank from lowest to highest are as follows:

Probationary firefighter;  
State Certified FF1/EMT-B;  
Driver/ Operator/EMT-B  
State certified FF2/EMT-B;  
Senior Firefighter/EMT-B

### **5.5.3 Duties of Volunteer/Paid On-Call Firefighters**

**5.5.3.1** Become familiar with the care and operation of all fire apparatus, the fire station, and fire equipment as trained and directed; and

**5.5.3.2** Be responsible for becoming familiar with the District Policy Code and be signed-off by a company officer that such is the case; and

**5.5.3.3** Perform any and all other duties as assigned by the Fire District Chief, Assistant Fire Chief, Battalion Chief, and Captains.

### **5.5.4 Probationary Volunteer/Paid on Call Firefighters**

#### **5.5.4.1 Position Description**

**5.5.4.1.1** Persons shall hold this position for a period of 6 months unless extended by the Chief for good cause.

**5.5.4.1.2** Persons failing to successfully complete State FF1 certification within one year shall be dismissed as a Probationary Volunteer Firefighter.

**5.5.4.2 Training:** Probationary Volunteer Firefighters must participate and successfully complete the Districts training program leading to State FF1 Certification.

**5.5.4.2.1** Complete the Kuna Rural Fire District Wildland FF training and test, must complete and maintain Kuna Rural Fire District Red Card requirements.

**5.5.4.2.2** Complete Idaho EMT-B certification within 1 year of Firefighter 1 certification.

**5.5.4.2.3** Complete the District's Emergency Vehicle Operations Course in order to be able to drive the ambulance if needed.

**5.5.4.3 Functions of a Probationary Volunteer/Paid on Call Firefighter**

- 5.5.4.3.1** Respond as a non paid volunteer to incidents to assist with scene activities consistent with their training and experience under direct supervision of an officer. They shall be equipped with Yellow helmets for easy identification on scenes.
- 5.5.4.3.2** Respond as a Paid-on-Call volunteer after completing the State FF1 and the District's Emergency Vehicle Operations Course.
- 5.5.4.3.3** Maintain "Red Card" certification from Kuna Rural Fire District.
- 5.5.4.3.4** Attend a minimum of fifty percent (50%) of the monthly volunteer training meetings and actively respond to calls in the District, to be reviewed quarterly. Schedule and work twenty-four (24) hours per month of Station Coverage.

**5.5.5 FF1/EMT-B**

**5.5.5.1 Position Description:** Person who holds this position shall:

- 5.5.5.1.1** Be a State Certified FF1 and have completed the District's Emergency Vehicle Operations Course.
- 5.5.5.1.2** Maintain State Certified EMT-B
- 5.5.5.1.3** Maintain Kuna Rural Fire District red card requirements
- 5.5.5.1.4** Wear turnout gear issued to them with yellow helmet

**5.5.5.2 Functions**

- 5.5.5.2.1** Respond on Extrication or Hazardous Materials calls as a training apprentice to an Officer; and
- 5.5.5.2.2** Respond on any fire apparatus when accompanied by a Driver Operator or higher.
- 5.5.5.2.3** May NOT drive fire apparatus, but may drive the ambulance once completed EVOC (emergency vehicle operations) program and FTO.
- 5.5.5.2.4** Attend a minimum of fifty percent (50%) of the monthly volunteer training meetings and actively respond to calls in the District, to be reviewed quarterly. Schedule and work twenty-four (24) hours per

month of Station Coverage.

## **5.5.6 Driver/Operator/EMT-B**

**5.5.6.1 Position Description:** Persons who holds this position shall:

- 5.5.6.1.1** Have State certified Driver/Operator course successfully completed.
- 5.5.6.1.2** Maintain all certifications required for FF1/EMT-B rank.
- 5.5.6.1.3** Have demonstrated proficiency in operating district apparatus. This will be demonstrated by a department skills test.
- 5.5.6.1.4** Wear turnout gear issued to them with a black helmet.

**5.5.6.2 Functions:**

- 5.5.6.2.1** Any assigned fire ground task under the supervision of an officer or Senior Firefighter; and
- 5.5.6.2.2** Respond on calls with a Senior Firefighter or Officer
- 5.5.6.2.3** Drive any fire department apparatus under the supervision of a Senior Firefighter or Officer or drive an ambulance under the supervision of a qualified paramedic.
- 5.5.6.2.4** Attend a minimum of fifty percent (50%) of the monthly volunteer training meetings and actively respond to calls in the District, to be reviewed quarterly. Schedule and work twenty-four (24) hours per month of Station Coverage.

## **5.5.7 Senior Firefighter/EMT – Paid-on-Call**

**5.5.7.1 Senior Firefighter/EMT – Paid-on-Call:** Person who holds this position shall:

- 5.5.97.1.1** Have completed all of the requirements and certifications as Driver/Operator/EMT-B and will maintain those certifications.
- 5.5.7.1.2** Wear turnout gear issued to them with black helmet
- 5.5.7.1.3** Have completed at least two (2) years of active service as a Driver/Operator/EMT-B on the department.

**5.5.7.2 Functions**

**5.5.7.2.1** Perform any assigned fire ground task; and

**5.5.7.2.2** Respond outside Kuna Rural Fire District on Mutual Aid calls.

**5.5.7.2.3** Attend a minimum of fifty percent (50%) of the monthly volunteer training meetings and actively respond to calls in the District, to be reviewed quarterly. Schedule and work twenty-four (24) hours per month of Station Coverage.

**5.5.7.3** **Officer Candidate:** Upon the successful completion of training as herein required by this section by a Senior Firefighter, the Chief, upon proper showing of completion, shall designate the Senior Firefighter/EMT Paid On-Call Firefighter as an Officer Candidate. This candidate will then be eligible to participate in additional training as follows:

**5.5.7.3.1** Leadership training.

**5.5.7.3.2** Officer training class.

**5.5.7.3.3** Interpersonal Relations Class.

**5.5.7.3.4** Actively participate in Kuna Rural Fire District training fire responses for two years as a –Senior Firefighter/EMT Firefighter.

**5.5.7.3.5** Attend a minimum of fifty percent (50%) of the monthly volunteer training meetings and actively respond to calls in the District, to be reviewed quarterly. Schedule and work twenty-four (24) hours per month of Station Coverage.

## **Title 5 - Chapter 6**

### **Emergency Medical Technicians [EMTs]**

[Amended by Resolution 2015-05 on 4-9-15]

#### **5.6.1 EMT Levels:**

Probationary EMT, EMT Advanced\_or Paramedic;  
EMT;  
EMT-A;  
Paramedic; and  
EMT - F.T.O. (Field Training Officer)

#### **5.6.2 Probationary Level EMT**

##### **5.6.2.1 Field Training**

**5.6.2.1.1** Must complete the department's Field Training Program (FTP) as outlined in the Standard Operating Procedures and will be issued

equipment at the Chief's discretion.

**5.6.2.2 Functions and Requirements**

**5.6.2.2.1** Response will be limited as a passenger in the emergency vehicle, until the FTP is completed and signed off.

**5.6.2.2.2** Assist with putting the Ambulance back into Service.

**5.6.2.2.3** Non-Emergency Driving is allowed while under the direct supervision of a Senior EMT-A or above. Emergency response driving is allowed after completing the Emergency Vehicle Operations Course.

**5.6.2.2.4** Maintain current EMS Certification.

**5.6.2.2.5** Attend a minimum of fifty percent (50%) of the monthly volunteer training meetings and actively respond to calls in the District, to be reviewed quarterly. Schedule and work twenty-four (24) hours per month of Station Coverage.

**5.6.2.2.6** When a higher level of EMT certification is achieved, employee must complete the District's required clinical portion of the FTP for that level of certification.

## TITLE 6 POLICY

### Title 6 - Chapter 1 Policy Authority

*[Amended by Resolution-2013-03 passed on 1/09/2013]*

- 6.1.1** The Board of Commissioners is authorized by law to adopt policy for the governance of District operations, and no policy or regulation of this District is authorized unless adopted by the Board of Commissioners in an open meeting. The Chief may implement routine standard operating guidelines [SOGs] or procedures [SOPs] pursuant to the Chief's duties and necessary for the operation of the District which do not conflict with adopted policies or Collective Labor Agreements. Written SOPs or SOGs will be kept in a binder in the office for review as needed by the commissioners.

### Title 6 - Chapter 2 Policy Adoption Process

*[Amended by Resolution-2013-03 passed on 1/09/2013]*

- 6.2.1 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.
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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.
- 6.2.5 Format:** Proposals for new policy should be in writing and in substantially the same format of **Appendix 6.2.4 - Proposed Policy Revision Form**.
- 6.2.6 Adoption:** Proposals for new policy or changes to existing policy will not be adopted at the time of first introduction to the Board until the review has been completed as provided in Section 6.2.4.

- 6.2.6.1** 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.
- 6.2.7 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.
- 6.2.8 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 and the date of adoption noted on the policy.
- 6.2.9 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.

### **Title 6 - Chapter 3 Policy Custodian**

*[Amended by Resolution-2013-03 passed on 1/09/2013]*

- 6.3.1** 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 policy manual of the District which shall contain all currently adopted policy.

### **Title 6 - Chapter 4 New Policy Dissemination**

*[Amended by Resolution-2013-03 passed on 1/09/2013]*

- 6.4.1 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 Policy Code updated.
- 6.4.2 Copies:** Policy adopted shall be posted on the District Station bulletin board and a copy provided to each employee and volunteer Personnel Member if requested by the employee of the District, the volunteer association president, and to the Commissioners by the Secretary. A station copy of the current Policy Code will be kept in the office area of the station for reference.

## **TITLE 7 PERSONNEL**

### **Title 7 - Chapter 1 Chain of Command**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

- 7.1.1 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.
- 7.1.2 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:  
Fire District Chief; then  
Assistant Fire Chief; then  
Captain; then  
Driver/Operator; then  
Senior Firefighter; then  
Firefighter I; then  
Probationary Firefighter; then  
All officers report to their immediate supervisor in this chain of command.
- 7.1.3 Incident Command:** 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. When appropriate, the following is the order of rank within this department. The chain of command among Full-time firefighters is set forth in the Collective Bargaining Agreement  
Fire District Chief; then  
Assistant Fire Chief; then  
Battalion Chief; then  
Captain; then  
Driver/Operator; then  
Senior Firefighter; then  
Firefighter I; then  
Probationary Firefighter
- 7.1.4 Pager Policy:** All active personnel of the Kuna Rural Fire District that have completed their initial training and are considered active status will be issued a pager when approved by the Chief, and will be asked to carry it at all times. In the event of an emergency, fire or EMS or other emergency for which they are paged, the appropriate personnel should

respond unless physical disabilities or significant circumstances prevent a member from doing so. In the event of a major incident, and the communications system is down, the Personnel will assume they are needed, and after securing his family's safety will immediately report to the station.

## **Title 7 - Chapter 2 New Personnel**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

### **7.2.1 Eligibility Requirements for New Personnel – All New Personnel**

- 7.2.1.1** Minimum hiring age is 18 years old;
- 7.2.1.2** Must be able to successfully complete the District's Physical Ability Test; must successfully complete the District doctor's physical upon job offer;
- 7.2.1.3** GED or High School Diploma;
- 7.2.1.4** Possess a valid driver's license (Idaho if applicable);
- 7.2.1.5** For future Full-time employment, the candidate must provide acceptable documentation that he/she has achieved IFSAC Certified Firefighter 1 and National Registry or Idaho EMT-A. Those with EMT-P will be preferred.

**7.2.2 Statement:** The District does not discriminate on the basis of Race, Religion, Sex, Creed, Age, Sexual Preference, or Nationality of Origin.

**7.2.3 Probation:** All new Personnel will be subject to a twelve-month probation period with no exceptions. The time of probation for the probationary personnel shall serve as a working test to evaluate the job performance, knowledge, skills and abilities of the individual. During this probationary period, the probationer may be released at any time, without cause or justification. He/she may also be granted an extension to his/her probationary time, if determined to be needed by the Chief.

- 7.2.3.1** During probation, personnel should be assigned duties for which they have not been trained.
- 7.2.3.2** Performance Reviews will be held quarterly during the probation period, to assess the progress being made, and again at the end to recommend retention or an extension of probation or termination. This will be done in writing by the assigned Field Training Officer [FTO] and submitted to the Chief.

**7.2.4 Resolution of Performance/Disciplinary Issues:** Disciplinary or performance concerns or issues identified during the probationary period will be brought to the Chief to be reviewed within seventy-two (72) hours, and a resolution, in writing, completed within an additional 48 hours. All appeals of the decisions of the Chief will be made in accordance

with the Fire District Grievance Policy.

### **Title 7 - Chapter 3 Testing**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

- 7.3.1 Testing:** The Chief shall issue and then revise from time to time as needed the District's Training and Testing Protocols [hereinafter referred to as TTP] as is appropriate and current given the fire fighting and life preservation services being provided by the District. TTP and revisions thereof shall be in writing and provide a date of issue and be signed by the Chief. The Chief shall report to the Commissioners and provide a copy of all TTP and revisions thereof issued by the Chief, and the Chief shall cause a copy of the TTP and revisions thereof to be provided to all District firefighting and life preserving personnel.

### **Title 7 - Chapter 4 Orders**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

- 7.4.1 Conflicting Orders:** Personnel who are given an otherwise proper order, which is in conflict with a previous order, shall inform the officer issuing the order of the conflict. If the supervisor does not alter, or retract the conflicting order, it shall stand. Resolution of the conflicting order shall be the responsibility of the officer issuing it.
- 7.4.2 Illegal Orders:** Personnel shall not obey any order that they know, or should know, would require them to commit an illegal act or to be detrimental to their health or the public they serve. In this case, Personnel should request clarification of the order. If the member still feels that his life is in jeopardy, he may refuse to obey and the issue will be resolved through the chain of command.
- 7.4.3 Agency Relations:** It may be necessary to follow orders from another agency; however at no time shall a member allow those orders to place the member or crew in jeopardy of serious injury or death. Any such orders shall be clarified with the issuing officer and, if the member still feels that his life is in jeopardy, the member may refuse to obey, and the issue will be resolved with the Kuna Chain of Command. At the same time, Personnel of the District must strive to maintain good working relations with other agencies; and to represent the Kuna Rural Fire District in a professional manner

### **Title 7 - Chapter 5 Reports**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

- 7.5.1 District Reports:** All personnel of the Kuna Rural Fire District shall complete all required reports in a neat and timely manner, normally before going off-duty.
- 7.5.1.1** No Personnel shall purposefully enter any false or misleading information on

a report; and

**7.5.1.2** 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.

**7.5.1.3** Without specific authorization by the Board of Commissioners, no personnel of this Fire District except for the Chief and/or the Assistant Chief, as the case may be, are authorized to make any public statement/s regarding matters which are the subject of an investigation or a response by this Fire District.

**7.5.1.3.1** The authorization herein provided to the Chief and/or Assistant 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.

**7.5.1.3.2** At an emergency, the Incident Commander is authorized in the absence of a Chief Officer 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.

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

## **Title 7 - Chapter 6 Policy Distribution and Review**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

**7.6.1 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.

**7.6.1.1** The member will provide to the Officer of Administration a current email or cell phone messaging address and location to which notification can be sent.

**7.6.1.2** 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.

**7.6.2 Policy Distribution and Review**

**7.6.2.1** The Kuna Rural Fire District Policy Code is the foundation for safe and

effective operations. All personnel must periodically review, be soundly familiar, and operate with it. A copy of the current Policy Code Manual will be kept in the front office of the Station.

- 7.6.2.2** 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.

## **Title 7 - Chapter 7 Dress and Appearance**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

- 7.7.1 Uniform Dress Code:** The purpose of the Uniform Dress Code is to establish a professional appearance standard for all full-time and part-time paid employees on call as well as Station Duty.

**7.7.2 Station Duty Uniform:**

- 7.7.2.1 Shirts** shall be navy blue 100% cotton Polo style with the logo approved by the Chief over the left breast or left pocket and the member's name and EMS certification or officer rank on the right breast side.

- 7.7.2.2 Summer Training and Equipment Maintenance Shirts:** Shall be navy blue 100% cotton T-shirts with the logo approved by the Chief and member's name may be used as determined by the Captain. All personnel will be in like uniform approved by the Captain.

- 7.7.2.3 Pants** shall be navy blue 5-11 Brand, Tactical Series, with a minimum of 35% cotton and maximum of 65% polyester. Pants shall be kept in good repair and not be obviously faded or showing wear and shall be worn with a black leather belt 1" to 2" in width with a plain style buckle or fire department style buckle. Fire resistive pants are highly recommended.

- 7.7.2.4 Footwear** should be sturdy black leather or equivalent or boots which can be polished. Footwear is to be maintained for a professional appearance. The station boot is not to be used during wild land fire suppression or for structure fire turnout gear unless it is NFPA approved for such use and approved by the Chief.

- 7.7.2.5 Part-time Station Duty Uniform:** The part-time Station Duty Uniform shall be the same as that for full-time when working scheduled shift work between 08:00 to 18:00 hours and when responding to calls or out in public. If the member has not yet acquired the 5-11 Brand pants as described above, dark blue Levi-type pants or other navy blue all cotton or cotton/polyester pants are acceptable. A Kuna Fire District T-shirt may be worn if a polo shirt has not yet been provided or issued.

### 7.7.3 Class B Uniform [Full-time and Part-time]:

**Shirts:** Officers shall wear navy blue or white long- or short-sleeved dress shirts. The Fire District patch will be placed on the left sleeve. The EMT patch shall be on the right sleeve, with the top of both patches not more than 3/4" inches below the shoulder seam. A name plate issued by the District shall be worn above the right breast pocket with the lower half of the plate overlapping the pocket flap if there is a flap. Badges issued by the District are to be worn above the left breast pocket locked in badge tabs of shirt or centered above the pocket flap. Shirts shall be kept clean and pressed and shall be tucked in when worn.

Pants, belt and footwear shall be the same as described for Station Duty [Section 7.7.2] above.

### 7.7.4 Call-Back Uniform:

*If responding to the station from off-duty or home:* the member should wear a Kuna Fire District shirt or sweatshirt, unless they will be in full turnouts.

*If responding on a medical call:* the member should wear a Kuna Fire District shirt or sweatshirt and long pants.

*If responding to a fire call:* the member should have 100% cotton or other fire resistive material [Polyester type man-made materials can easily melt and cause personal harm.] Footwear shall be the same as described for Station Duty [Section 7.7.2] above.

### 7.7.5 Facial Hair: The Facial Hair policy applies to all employees and is intended to provide for the safety of personnel engaging in emergency operations. Protective respiratory equipment shall consist of SCBA with face piece.

**7.7.5.1** Hair shall be combed or brushed in a manner that will not interfere with the seal of a face mask or the proper fit of a helmet cap. All hair must be covered by the fire resistive hood and helmet during fire responses.

**7.7.5.2** Per NFPA 1500, 5-3.9, 5-3.10, and also in conjunction with 29 CFR 19910.134 (e)(5)(i), facial hair is not allowed, mustaches are permitted, but must be neatly trimmed so it will not in any way restrict the positive seal of departmental respiratory equipment.

**7.7.5.3** Hair which interferes with the face seal or in the operation of the exhalation valve on the full face piece of the breathing apparatus shall not be permitted. Such hair may include sideburns, mustaches, long hairlines, or bangs which pass between the sealing surface of the face piece of the breathing apparatus and the face of the wearer. Hair lying between the sealing of the breathing apparatus and the wearer's skin, including stubble of more than one (1) day's growth of beard shall be interpreted to be interfering with the seal of the

breathing apparatus.

**7.7.6 Dress in Response to Call:** All Firefighters who respond to a call from the station will:

**7.7.6.1** Wear turnout pants and boots or approved brush gear for the appropriate type of fire before leaving the station.

**7.7.6.2** Be in full turnout gear or approved brush gear for appropriate type of fire before reporting to the person in charge of the scene. Failure to follow this policy is a disqualification for incident response pay.

**7.7.6.3** Turnout gear shall be cleaned as needed after each incident, which may consist of brushing off, rinsing off or complete washing as needed to remove debris, which is recognized as a source of health problems for firefighters.

**7.7.6.4** Turnout gear shall be properly maintained to see that all of its components are still compliant with NFPA requirements. Required reflective trim must be kept clean and functional and properly attached. Turnout gear in need of repair must be reported to the company officer and then to the Assistant Chief for follow-up.

## **Title 7 - Chapter 8 Conduct**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

**7.8.1 General Rule of Conduct:** Personnel shall conduct themselves at all times in such a manner as to reflect most favorably on the District. Conduct unbecoming a Personnel Member shall include that which brings the District into disrepute or reflects discredit on the Personnel Member as a Personnel Member of the District or that which impairs the operation or efficiency of the District or any Personnel Member.

**7.8.2 Terminology:** For the purpose of this document, the term “he” refers to the generic form and is applicable to both genders. The term “Personnel Member” refers to an active Personnel Member of the Kuna Rural Fire District.

**7.8.3 Duties:** Personnel of the Kuna Rural Fire District are required to:

**7.8.3.1** Abide by local, county, state and federal laws.

**7.8.3.2** Render service to all citizens, without bias.

**7.8.3.3** Perform all general and specific duties assigned.

**7.8.3.4** Know and adhere to the rules, regulations and directives of the District.

**7.8.4 Performance:** Personnel will perform their duties in a manner which will maintain the highest standards of efficiency in carrying out the functions and objectives of the District.

Satisfactory performance and competence is demonstrated by:

- 7.8.4.1 Adequate knowledge of the application of local, county, state and federal laws.
- 7.8.4.2 Willingness and ability to properly perform assigned tasks.
- 7.8.4.3 Conformance to the work standard established for the employee's rank, grade or position.
- 7.8.4.4 Adequate knowledge and successful application of the rules, regulations and guidelines contained in the District Policy Code.

### 7.8.5 Station Conduct Policy

7.8.5.1 **Purpose:** The purpose of the Station Conduct Policy is to establish a fair, equal and professional environment for all District employees and visitors.  
Division affected: All Employees.

7.8.5.2 **Guidelines:** The following list will be a guideline of specific rules that will be strictly adhered to. Changes may occur as needed and adopted by the Board of Commissioners.

7.8.5.2.1 Station will be kept neat, clean and organized at all times.

7.8.5.2.2 Individual Personnel will be responsible for their own dirty dishes, drink containers, spills, etc. while incurred, while present in the station, as well as any items used by visitors.

7.8.5.2.3 Loud boisterous talk, profane, or offensive language, sexist or discriminatory remarks are prohibited.

7.8.5.2.4 Smoking is not allowed in fire stations in accordance with Idaho Law, Title 39 Chapter 55, pertaining to smoking in public buildings.

7.8.5.2.5 District Personnel are prohibited from possession, consumption or use of alcohol or illegal drugs on any Kuna Rural Fire District premises or at any public gathering in which the Fire District uniform is worn or when on duty.

7.8.5.2.6 Viewing of television programs not relevant to the betterment of District training or current matters pertaining to the District or its Personnel will not be permitted during normal established business hours. At no time is viewing or possession of any illegal material allowed, including anything that is pornographic.

7.8.5.2.7 Reading material, playing of board games, computer games, cards,

etc. not of fire or medical background will not be permitted during normal established business hours. Employees must at all times be considerate of others in not viewing materials that are pornographic or offensive to other personnel.

**7.8.5.2.8** Children at the fire station shall be supervised by an adult at all times while at the station. Outside provisions for the care of any visiting children should an emergency arise shall be made by an adult before responding to any emergencies.

**7.8.6 Use of Tobacco:** The use of tobacco shall not be permitted while dealing with the public. Use of any form of tobacco is prohibited in the District owned vehicles, and stations, including garages. Smoking material must be extinguished outside, and deposited in outside receptacles. No tobacco is allowed on the fire lines during active fire operations, during an EMS standby, or at any other Official District Function while in the public view.

**7.8.7 Use of Alcohol and Drugs:** All members must comply with the District's Drug and Alcohol Free Workplace Policy.

**7.8.8 Requirement of Idaho Operator's License:** Personnel, by nature of their duty, may be required to operate a District owned vehicle. During their employment, Personnel must be in possession of a valid Driver's License. Any person whose driving privileges are restricted for any reason must notify the Chief immediately.

**7.8.9 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.

**7.8.10 Nepotism:** No District Personnel [including Commissioners] shall appoint, supervise or have influence over, or otherwise employ for compensation payable from public funds, any member of his or her immediate family.

**7.8.10.1** For the purpose of this policy, the term "immediate family" refers to: wife, husband, daughter, son, mother, father, sister, brother, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-children, and step parent. (This complies with Ada County Ordinance 110-16-85, 1-2-85).

**7.8.11 Insubordination:** Any of the following shall constitute insubordination:

**7.8.1.1** Refusal to promptly obey the lawful or reasonable order of a superior or failure to follow District policy or procedures intentionally.

**7.8.1.2** 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.

## **Title 7 - Chapter 9 Sexual Harassment**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

**7.9.1 Sexual Harassment Policy:** It is the Kuna Rural Fire District's policy that all employees have a right to work in an environment free of discrimination, which encompasses freedom from sexual harassment. The Kuna Rural Fire District strongly disapproves of sexual harassment of its employees in any form, and states that all employees at all levels of the Kuna Rural Fire District must avoid offensive or inappropriate sexual and/or sexually harassing behavior at work, and will be held responsible for insuring that the work place is free from sexual harassment.

**7.9.2 Prohibitions:** Specifically, the Kuna Rural Fire District prohibits the following:

**7.9.2.1** Unwelcome sexual advances.

**7.9.2.2** Requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship.

**7.9.2.3** Other verbal or physical conduct of a sexual nature made to any employee that may threaten or insinuate either explicitly or implicitly that employee's submission to, or rejection of, sexual advances, will in any way influence any personnel decision regarding that person's employment, assigned duties, shifts or any other condition of employment, or career development.

**7.9.2.4** Any verbal or physical conduct that has the purpose or effect of substantially interfering with the employee's ability to do his or her job.

**7.9.2.5** Any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile or offensive working environment.

**7.9.2.6** Other sexually harassing conduct in the work place, whether physical, or verbal, committed by supervisors or non-supervisory personnel is also prohibited. This behavior includes, but is not limited to, commentary about an individual's body, sexually degrading words describing an individual, offensive comments, off-color language or jokes, innuendos and sexually suggestive objects, books, magazines, photographs, cartoons or pictures.

**7.9.3 Follow-Up**

**7.9.3.1** Above referenced conduct may result in disciplinary action up to and including dismissal.

**7.9.3.2** Employees who have complaints of sexual harassment by anyone at work, including supervisors, co-employees, or visitors are urged to report such conduct to the Fire Chief or his Assistant, so that the Kuna Rural Fire District

may investigate and resolve the problem. If the Chief is implicated in the harassment, employees may bring such matters to the direct attention of their Supervisors who will bring the matter to the attention of the Officer of Administration.

- 7.9.3.3** The Kuna Rural Fire District will investigate all complaints as expeditiously and as professionally as possible. Where investigations confirm the allegations, appropriate corrective action will be taken.
- 7.9.3.4** There will be no retaliation against employees for reporting sexual harassment, or assisting the Kuna Rural Fire District in the investigation of a complaint. However, if after investigating the complaint of harassment or unlawful discrimination, the Kuna Rural Fire District learns that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who provided the false information.

## **Title 7 - Chapter 10 Information Technology (IT)**

*[Replaced by Resolution 14-15, Passed on November 12, 2014]*

**7.10.1 Purpose:** The purpose of this policy is to establish guidelines for use of Information Technology (hereinafter referred to as IT) by employees, volunteers, and contractors of the Kuna Rural Fire District collectively referred to as “Users”.

**7.10.1.1** The purpose of the District’s IT is to provide an efficient and effective means of internal and external communications and for the conduct of District business. This policy addresses access to IT by Users, and the disclosure or transmission of information by Users through the use of IT. This policy is, among other things, intended to guide Users on acceptable and unacceptable uses of IT in the performance of their duties.

**7.10.1.2** All data on or transmitted by or through District IT, including any that is stored or printed as a document, is subject to audit and review. Users have no expectation of privacy in the use of IT.

**7.10.2 Scope:** IT includes, but is not limited to:

**7.10.2.1** Software, which includes, but is not limited to, all programs, all data stored and maintained on any media that are used by or on District owned equipment and/or any and all data owned by or related to District operations or activities regardless of location of such data.

**7.10.2.2** Hardware, which includes, but is not limited to, computers, servers, networks, Internet services, telephones, pagers, personal digital or communication

devices, cameras, all mobile devices, printers, fax machines, radios, other physical components, any device that uses District provided services or capabilities, and all technical resources owned or leased by the District whether or not they are accessed from District premises.

**7.10.2.3** Services, which includes, but are not limited to the establishment of computer accounts for a User and the services provided by use of those accounts, use of the Internet, District's area networks, District paid accounts, subscriptions, wireless internet, local area network, local and long distance telephone service, email, mobile telephone services including text messaging. Social media, social networking sites, blogs, on-line forums, online profiles, including, but not limited to websites such as Facebook, You Tube, Twitter and Myspace.

**7.10.3 Property of the District:** All IT owned by the District is to be considered business tools. They are to be used in a professional manner and at all times remain the property of the District.

**7.10.4 Acceptable Uses:** IT is provided primarily for District related business. The District promotes IT use that assists Users in performing their duties with efficiency and effectiveness. It is expected that Users will use IT to improve job knowledge and access technical or other information relevant to their job responsibilities.

**7.10.4.1 Social Media:** Only authorized Users may use social networking website to conduct District business which includes creating sites on behalf of the District or posting District related information on the internet, including upon social media and social networking sites, blogs, on-line forums, online profiles, including, but not limited to websites such as Facebook, You Tube, Twitter and Myspace. Authorized Users include the Fire Chief, Officer of Administration or their designees.

**7.10.5 Responsible Use:** Users are responsible for their use of IT and are not to use them in any way that would reflect negatively on the District, its Users, management, or Commissioners.

**7.10.5.1** Users are responsible for keeping their passwords secure. If a User knows that their password has been compromised, or of any other IT security breach it is the User's responsibility to change the password immediately or request a change of passwords and report the security breach to the Officer of Administration.

**7.10.5.2** Users are responsible for any use of District IT under their User login. It is the responsibility of each User to log off any system when not in use, and should never leave systems unattended while logged in under their User name.

**7.10.6 Personal Use:** Personal Use of the District's IT is a privilege, and is not a part of the

benefits package of any employee. No District employees have any expectation or right to use or access District IT.

**7.10.6.1** Down time is defined as evenings, weekends, holidays and other unassigned time. Unassigned time means, the crew is not assigned to, or participating in training, drills, study, physical fitness, maintenance, public services, public education tours or related tasks.

**7.10.6.2** Personal Use of IT will be allowed on a minimal basis only. Minimal basis is defined as occasional or incidental. Users are expected to exercise reasonable restraint regarding the frequency and duration of their Personal Use, and such use should be limited to down time.

**7.10.6.3** Personal Use shall not interfere with business needs and productivity.

**7.10.6.4** On-duty personnel may engage in Personal Use of User owned personal electronic and imaging devices for non-district related business, on a limited basis, only at the fire stations during down time. Such use shall be limited as much as practicable to areas where communications will not be seen or heard by the public. Personal usage includes but is not limited to phone calls, sending and receiving photos and text messages, voice mail access, all internet access and related activity, photos, and music which is not directly related to District business.

**7.10.6.5** All Users shall exercise caution when engaging in Personal Use of social media, social networking sites, blogs, on-line forums and online profiles, such as Facebook, You Tube, Twitter, or Myspace by Users who are on or off duty. Users are advised to be conscious of what they post online, and shall avoid presenting personal opinions that imply endorsement by the District. If posted material may reasonably be construed as District related business or operations then the material should be accompanied by a disclaimer which states: "The opinions and positions expressed are my own and do not reflect those of the Kuna Rural Fire District."

**7.10.6.6** Users must never release confidential, incident related or HIPAA protected information without specific authorization by the Fire Chief. Under no circumstances may Users post a comment, photo or video related to an emergency incident they responded to while on duty.

**7.10.6.7** Users who are on-duty are prohibited from using personal electronic devices or District IT to search for, send or intentionally receive sexually explicit, vulgar, patently offensive or profane material.

**7.10.6.8** Personally owned electronic devices or cameras shall not be used to take any pictures (or video) of District related emergency scenes or activities without the direct permission of the Fire Chief or the Officer in command. If a record

is created on a personally owned device the Fire Chief should be notified at the earliest convenience of the Officer in command. Upon return to the station all records are to be transferred to District IT and the location of such records reported to the Fire Chief. Once the record is transferred to the District the User will delete the records from their personal device.

**7.10.6.9** The use of personally owned electronic or imaging devices for District related business creates a record that may be subject to disclosure pursuant to public records laws and Users may be required to provide all communications or data that relate to District business. The District discourages the transaction of District business on personally owned devices.

**7.10.7 Information is Not Private:** The District's IT and all data stored on them are, and remain at all times, the property of the District. As such, all data, messages, photos and documents created on, sent by, or retrieved through the District's IT are the property of the District and will not be considered private information. Users have no right to privacy as to any information or files transmitted through or stored on the District's IT, except as specifically identified by the Fire Chief, District Administrator, or District legal counsel.

**7.10.8 Monitoring and Disclosure:** The District monitors the use of its IT and facilities to provide protection and ensure that District IT is used effectively, appropriately, in compliance with District policy and applicable laws.

**7.10.8.1** The District reserves the right to access, retrieve, and disclose any data, messages, images, documents, or files stored on District IT for any purpose. Users should be aware that, even when such items are erased or a visit to a Website is closed; it is still possible to recreate the information or locate the Website. The District reserves the right to monitor the use of IT in order to access information, enforce policies, assure compliance with the law, and prevent abuse.

**7.10.8.2** The contents of District IT may be disclosed to the management of the District without employee permission. All data, communications, including both text and images, sent or received by District IT may be disclosed to law enforcement or other third parties without the consent of the sender or receiver.

**7.10.9 Unacceptable Uses:** IT provided by the District is not to be used for any of the following purposes:

**7.10.9.1** Any use which violates or infringes on the protected rights of any other person, including the right to privacy and HIPAA protected information;

**7.10.9.2** Downloading, transmitting, accessing, or displaying any information, including text and images, which contains slanderous, knowingly false or inaccurate, abusive, obscene, pornographic, profane, sexually oriented,

threatening, racially offensive, or otherwise discriminatory or illegal material;

- 7.10.9.3** Any use which violates federal or state law;
  - 7.10.9.4** Any use which involves or encourages the use of controlled substances;
  - 7.10.9.5** Any use of the system for illegal purposes or with criminal intent;
  - 7.10.9.6** Soliciting for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations;
  - 7.10.9.7** Solicit the performance of any illegal activity;
  - 7.10.9.8** Transmit any material, data, or software in violation of federal, state, or local laws or District policy;
  - 7.10.9.9** Download, distribute, store, or print any copyrighted material in violation of copyright laws;
  - 7.10.9.10** Conduct any political activity;
  - 7.10.9.11** Gain unauthorized access to any computer or computer system;
  - 7.10.9.12** Personal electronic devices or cellular phones (personally owned or District owned) shall not be used:
    - while en-route to calls,
    - at emergency scenes,
    - at any public education function,
    - while on building or business tours,
    - during training or drills, and/or
    - while serving the public in general.
- Exception is made for members who may need to use District issued or personal electronic devices including cellular phones to conduct legitimate District-related business.
- 7.10.9.13** The use of helmet cameras is strictly prohibited except during training drills unless otherwise directed by the Fire Chief;
  - 7.10.9.14** Unauthorized posting or sharing of District related information, including images. No images taken by an employee in the course and scope of their employment may be used, printed, copied, scanned, emailed, posted, shared, reproduced or distributed in any manner without specific authorization by the Fire Chief. This includes the posting of any information or photographs on personal web sites such as, but not limited to, Facebook, Myspace, YouTube, twitter, other public agency websites, news media, and email;

- 7.10.9.15** The Kuna Rural Fire District logo and/or name or photos will not be used on a non-District site in a manner that implies the District endorses and/or has a relationship with an individual, group, or business unless authorized by the Board of Commissioners; or
- 7.10.9.16** On or off duty remote accesses to District IT is prohibited unless authorized by the Fire Chief. In general, only the Commissioners, Fire Chief and Officer of Administration are authorized to remotely access District IT. If applicable, any remote access will be compensated accordingly to comply with FLSA guidelines.
- 7.10.10** Communications which would be inappropriate under other District policies are equally unacceptable regardless of the form of communication. These communications may include, but are not limited to, harassing or discriminatory comments, breaches of confidentiality, and insubordinate statements. Contentious exchanges through IT should be avoided.
- 7.10.11** Users who witness or become aware of violations of the Chapter must report violations to their supervisor, Officer of Administration or Fire Chief in a timely fashion.
- 7.10.12** **Enforcement:** This policy is intended to be illustrative of the range of acceptable and unacceptable uses of the IT provided by the District, and is not necessarily exhaustive. Questions about specific uses should be directed to the Fire Chief.
- 7.10.12.1** The Fire Chief 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 IT privileges and additional disciplinary actions up to and including termination of employment and/or criminal prosecution.

## **Title 7 - Chapter 11**

### **Benefits**

*[Amended by Resolution-2013-06 passed on 4/10/2013]*

*[Added Sections 5-8 by Resolution 2017-04, passed on 6/14/17]*

*[Moved 7.11.3 to 7.13.1 by Resolution 2017-10, Passed 12/13/2017]*

- 7.11.1** **Collective Bargaining Agreement:** By resolution of the Board of Commissioners enters into a Collective Bargaining Agreement by and between the Kuna Rural Fire District and Kuna Firefighters, International Association of Fire Fighters, Local #4165, the most recent of which is on file with the District Secretary and Fire Chief and which Agreement governs as provided therein. All benefits policy for full-time firefighters is set forth and provided under the terms and conditions of the most recent Collective Bargaining Agreement.

**7.11.2 Holidays:** The Board of Commissioners recognizes the following as official holidays of the District:

January 1	New Year's Day
January	Martin Luther King Jr. Day (3 <sup>rd</sup> Monday in January)
February	Presidents Day (3 <sup>rd</sup> Monday in February)
May	Memorial Day (4 <sup>th</sup> Monday in May)
July 4	Independence Day
September	Labor Day (1 <sup>st</sup> Monday in September)
October	Columbus Day (2 <sup>nd</sup> Monday in October)
November 11	Veterans Day
November	Thanksgiving Day (4 <sup>th</sup> Thursday in November)
December 25	Christmas Day

**7.11.3 Reserved**

**7.11.4 Wages and Salary** benefits shall be established as follows:

**7.11.4.1** Fire Chief, Assistant Chief and other appointed officers of the Fire District by separate resolution of the Commissioners;

**7.11.4.2** Full-time firefighters as provided in the Collective Bargaining Agreement;

**7.11.4.3** Paid On-Call as set forth by resolution of the Commissioners.

**7.11.5 Leave Policy:** Unless specified elsewhere in this Policy Code, all full time employees that have a regular weekly schedule of 30 hours per week or more, and who are NOT covered by the Collective Bargaining Agreement, qualify for the benefits outlined in this Section.

**7.11.5.1 Personal Leave Policy:** Personal Leave is defined as absence from the work place inclusive of vacation, personal and/or sick leave.

**See next page for table**

**7.11.5.1.1** Personal Leave accruals are as follows:

<i><b>TERM OF EMPLOYMENT</b></i>	<i><b>LEAVE ACCRUAL</b></i>
1 day to 4 months	24 hours total at end of 3rd month
4 <sup>th</sup> month to 1 year	8 hours per month
From 1 year to 3 years	Additional 60 hours at end of 1 <sup>st</sup> year. Then 13 hours each month after
From 4 years to 6 years	15 hours per month
From 7 years to 10 years	17 hours per month
Eleven years +	18 hours per month
Maximum Accrual of Personal Leave capped at 600 hours, Maximum Carry Over at Year End 450 hours	

**7.11.5.1**

Personal Leave accruals will be prorated based on the employee's regular scheduled weekly hours, i.e. 30 hour week employees will accrue at 75% of the Personal Leave accrual rate and 40 hours and above per week employees will accrue at 100%.

**7.11.5.1.3** Should an employee leave employment with the District, for any reason, all accrued Personal Leave will be paid to the exiting employee at the rate of one-half (1/2) the employee's hourly wage.

**7.11.5.1.4** In the event of termination or discharge from employment occurs and Personal Leave has been advanced, it will be deducted from the final pay check.

**7.11.5.1.5** The amount of accrued Personal Leave shall be shown each month on the pay check voucher.

**7.11.5.1.6** Employees may annually elect to receive payment for accrued Personal Leave time. Personal Leave sell-down will occur the second pay date of each May and November and is limited to a total annual sell-down of up to 120 hours per year. A maximum of 60 hours of sell-down hours in May and up to a combined total not to exceed 120 hours in November. Mandatory sell-down: In November Employees will be required to sell-down

Personal Leave balances to achieve a maximum carry over balance of 450 hours of Personal Leave into the following year. Mandatory sell-down hours will not be included in the 120 hour annual maximum sell-down hours.

**7.11.5.2 Work Injury Leave:** The Fire District will, in the event of an injury to a District employee, incurred in the course of duty or employment, pay the injured employee the difference between his/her regular pay, and payments received for Workers Compensation Benefits for total or partial temporary disability during the period in which the employee is unable to perform their duties or until such time as the employee has been accepted for retirement by the current retirement system. District employees shall also be entitled to the benefits provided in the Family Medical Leave Act (FMLA). The obligation of the Fire District to compensate the employee shall cease when any of the following first occur.

**7.11.5.2.1** Release by the employees treating physician, as recognized by the Industrial Commission, for return to work; or

**7.11.5.2.2** The time fixed by the Industrial Commission for receipt of permanent disability benefits, whether such be for partial disability or total disability; or

**7.11.5.2.3** Retirement pursuant to the provisions of the Idaho Code; or

**7.11.5.2.4** Six (6) full months have elapsed, from the date of the first workman's compensation temporary disability benefits commence.

**7.11.5.3 Bereavement Leave.** In addition to Personal Leave in the event of a death of a member of the employees immediate family, [to include spouse, child which includes foster and stepchildren] mother, father, brother, sister, grandparent, grandchild or in-laws [to include father, mother, sister, brother and grandparent in-laws] the employee shall be entitled to two (2) days leave of absence. Additional leave may be granted from accrued Personal Leave. All Bereavement Leave is subject to the approval of the Fire Chief and/or the Chief's designee.

**7.11.5.4 Subpoena and Jury Duty.** In the event an employee is served with a subpoena and/or ordered to serve as a prospective and/or juror, the following applies:

**7.11.5.4.1 Jury Duty.** Any employee who is directed by proper judicial authority in State and/or Federal Court to serve on Jury Duty while on duty shall not be considered absent from duty, and shall

be considered to be on Jury Duty leave with regular pay, so long as the employee shall have provided his superior with prior notice and proof of such summonsed Jury Duty. Employee shall provide the District with a daily record of hours of duty served, provided by the Jury Office, that includes reporting times (arrival and departure).

**7.11.5.4.2 Witness Duty.** In the event an employee is requested by the Fire Chief, Commissioners, or Attorney representing the Fire District to appear as a witness either at trial or in deposition or administrative hearing, the employee shall be considered on duty with regular pay.

**7.11.6 Light Duty.** Unless specified elsewhere in this Policy Code, all full time employees that have a regular weekly schedule of 30 hours per week or more, and who are NOT covered by the Collective Bargaining Agreement, qualify for the benefits outlined in this Section. Whenever a full-time employee is unable to perform their full duties as a result of a work related injury or illness, the employee may be required to report to work in a Light Duty status if management determines that Light Duty work exists or is available at that time. Management has the right to determine if light duty work exists.

**7.11.6.1** Assigned Light Duty shall be strictly limited to instructions provided by the sick/injured employee's medical doctor regarding the employee's physical and/or mental status. The employee must provide a doctor's release to the Chief or the Chief's designee stating what functions the employee is able to perform and for how long (hours per day or per shift, days or shifts per month, etc.).

**7.11.6.2** Assigned Light Duty shall in no way endanger, aggravate or prolong the full physical and/or mental recovery of the sick/injured employee.

**7.11.6.3** Light Duty shall in no way affect the existing vacation, sick leave or other benefit accrual as previously agreed to or provided for by this Policy Code or by past practice of the management.

**7.11.7 Insurance/Survivors' Benefits.** Unless specified elsewhere in this Policy Code, all full time employees that have a regular weekly schedule of 30 hours per week or more, and who are NOT covered by the Collective Bargaining Agreement, qualify for the benefits outlined in this Section.

**7.11.7.1 Insurance.** Each employee shall be eligible to have and be a participant in the group health insurance plan of the District that is equivalent to the plan currently in effect, and upon eligibility for such benefit under the plan, the District shall pay for the employee and their dependents with 20% co-pay by the employee for their dependents.

**7.11.7.2 Survivors' Benefits.** If an employee dies while on duty with the Fire District, the Fire District agrees to pay to the spouse or dependent children of the deceased employee, three (3) month's pay at the employee's regular rate of pay as survivor's benefits, in addition to any other insurance benefits provided by the Fire District.

**7.11.7.3 Health Insurance / Survivor's Coverage.** In the event an employee dies in the line of duty, the Fire District will provide dependents identified on the insurance records of the Fire District, with six (6) months, health insurance coverage, which is the same or comparable to the coverage before the employee's death, at no charge. So long as the health insurance coverage will allow, the dependents identified on the insurance records of the Fire District may continue with the health insurance coverage of the district up to and including the thirty-sixth (36) months following the death of the employee at the dependents' expense.

**7.11.7.4 Insurance Premium Increases:** In the event the group health insurance plan premium of the District increases in an amount greater than ten percent [10%] of the current premium [base group health insurance plan premium amount] then in that event the employee shall co-pay all additional premium amount/s that exceed the ten percent increase.

**7.11.8 Personal Leave Donation Policy:** This section applies to ALL employees of the District that currently accrue Personal Leave, including employees covered under the current Collective Bargaining Agreement.

**7.11.8.1 Purpose:** The purpose of this policy is to establish a Personal Leave donation program to provide full time, non-probationary employees a more extensive Personal Leave plan to use in the event of a non-occupational personal illness or injury, a death in the family or other major emergencies that would deplete the affected employee's Personal Leave account. The employee will have exhausted or is going to exhaust all Personal Leave to qualify for this program.

**7.11.8.2 Eligibility:** An employee requesting donation of Personal Leave must have completed six (6) months of employment, have an absence due to a non-occupational personal illness or injury (medical documentation required and must be provided at the time the donations are requested), a death in the family or other major emergencies that would deplete the affected employees Personal Leave account.

**7.11.8.3 Requirements and Guidelines for Donation of Personal Leave:**

**7.11.8.3.1** An employee requesting the donation of Personal Leave must meet all requirements of eligibility as listed above under the definition of eligibility.

- 7.11.8.3.2** An employee requesting the donation of Personal Leave must first submit a written/email request to the Fire Chief including, a current medical statement with a diagnosis of the personal injury or illness, and an expected date of return to work, if available. If an employee is physically or mentally unable to make a request for leave donations, a family member or agent by Power of Attorney, may file the request with proper documentation, on the employee's behalf.
- 7.11.8.3.3** The Fire Chief will send an email notifying all employees that receive Personal Leave that an employee request for donation of Personal Leave hours has been received and approved.
- 7.11.8.3.4** Any employee wishing to donate Personal Leave hours to another employee must submit the donation of leave request in writing to the Fire Chief, specifying how many hours of Personal Leave they wish to donate and to whom they wish to donate.
- 7.11.8.3.5** An employee can donate Personal Leave in increments of eight (8) hours.
- 7.11.8.3.6** An employee donating Personal Leave hours cannot donate an amount which will cause the donating employee's Personal Leave balance to fall below one hundred fifty (150) hours of accrued Personal Leave.
- 7.11.8.3.7** No employee will be able to accrue more than two hundred forty (240) hours of donated time at one time. The District will monitor the employee's hours on a month-to-month basis to determine the need for more hours to be donated.
- 7.11.8.3.8** The donation of leave to an employee eligible of receiving it is completely voluntary by each employee and is up to his/her discretion whether to donate. No employee shall threaten, coerce, or attempt to threaten or coerce another employee for the purpose of interfering with rights involving leave donation, receipt of leave donation, or the use of donated leave.
- 7.11.8.3.9** If an employee was granted donated Personal Leave and it was found the employee received such leave on the basis of misstated, erroneous, or false statements, the employee will be required to reimburse the donated Personal Leave.

**Title 7 – Chapter 12**  
**Drug and Alcohol Free Workplace Policy**

*[Adopted by Resolution 13-01, Passed March 13, 2013]*

**7.12.1** Members of the Kuna Rural Fire District agree to abide by the Kuna Rural Fire District Drug and Alcohol Free Workplace Policy. 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 written consent of its members.

**7.12.2** **Random Drug Testing:** All references to “sensitive positions” in the above referenced Drug and Alcohol Free Workplace Policy shall include all members of the Kuna Rural Fire District. It is further agreed that random drug testing, as outlined in the policy, will be unannounced. Selection of employees, including a shift of firefighters, will be done through the approved random selection method in effect for the approved Drug and Alcohol Free Workplace Policy.

**7.12.3** **Policy Statement:** The Kuna Rural Fire 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 Kuna Rural Fire District (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.

**7.12.4** **Possession, Use or Distribution of Illegal Drugs/Alcohol**

**7.12.4.1** **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.

**7.12.4.1.1** **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.

**7.12.4.2 Off-Duty Prohibitions:** 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 his loss of driving privileges must notify the District since that will impact some of their job requirements for possessing a valid Driver's License.

**7.12.5 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

**7.12.6 Self-Referral**

**7.12.6.1** 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 counselor for evaluation, counseling and treatment as recommended.

**7.12.6.2** 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.

**7.12.6.3** 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 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 Chief. Any test that is confirmed as positive during or following rehabilitation will result in discharge.

**7.12.6.4** 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.

**7.12.7 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.

**7.12.8 Reasonable Belief Testing**

**7.12.8.1** 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.

**7.12.8.2** 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.

**7.12.9 Voluntary Random Testing**

**7.12.9.1** The District offers, as part of its drug and alcohol free workplace program, an opportunity for employees to voluntarily participate in random drug and alcohol testing. A random test is a drug and/or alcohol test that is unannounced. Volunteer employees who are tested under this program will be chosen through an approved random selection method. A positive test result under this program is treated in the same manner as a positive result under any other testing program.

**7.12.9.2** Employees who are interested in participating in this program should contact the Chief or Administrative Officer to obtain Consent to Voluntary, Random Testing form. Participation in this program is not a condition of continued employment with the District.

### **7.12.10 Other Random Testing**

**7.12.10.1** District employees who work in sensitive positions will be subject to random drug and/or alcohol testing as a condition of employment or continued employment. For purposes of this policy, a sensitive position will be defined as a position in which the duties that are performed as a regular part of the job could reasonably expect to affect health, safety, security and or must foster public trust by preserving employee reputation for integrity, honesty, and responsibility. Sensitive positions are those which

- 1) authorize employees to carry firearms;
- 2) have custodial responsibility for illegal drugs;
- 3) have supervision over children in their care; and
- 4) have access to homes in the District or unescorted access to businesses.

The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life and property, or law enforcement. These positions are identified and designated for random testing because they require the highest degree of trust and confidence. All full-time and volunteer/Paid-on-call fire and EMS responders are in this required category requiring mandatory random testing.

**7.12.10.2** A random test is a drug and/or alcohol test that is unannounced. Selection of employees for random testing will be done through an approved random selection method. Employees who become subject to random testing will be so notified at the time of hire, transfer, or promotion, as appropriate. A positive test result under this program is treated in the same manner as a positive result under any other testing program.

### **7.12.11 Post Accident Testing**

**7.1211.1** 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 or equipment that is significant.

**7.12.11.2** 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.

**7.12.11.3** 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.

#### **7.12.12 Education**

**7.12.12.1** Supervisors and other management personnel will be trained through an education program that provides training in the detection of the signs and behavior of employees who may be using drugs or alcohol in violation of this policy. Also as part of their direct job responsibilities supervisors will be responsible for intervening in situations that may involve violations of this policy.

**7.12.12.2** Employees will be informed of the health and safety dangers associated with drug and alcohol use and the provisions of this policy through employee meetings and employee orientation.

#### **7.12.13 Drug/Alcohol Testing Procedures**

**7.12.13.1 Specimen Collection Procedure:** When a prospective or current employee is notified that they are to submit to drug or alcohol testing, they will be given instructions where to report for testing or, at the District's discretion, they will be transported or escorted to the place of collection. Collection and specimen testing will be performed by a certified collection agency and laboratory. All specimen collections will be conducted by personnel that have been properly trained and will be done according to approved collection procedures. Under the influence of alcohol means having alcohol in the body at or exceeding the blood alcohol level of .04%.

#### **7.12.13.2 Adulteration or Submission of Concealed Specimen**

**7.12.13.2.1** If, during the collection procedure, the collection monitor detects an effort by an employee to adulterate or substitute a specimen, a second observed specimen will be requested. If a second specimen is provided, it will be tested. If the request for a second specimen is refused, the collector will convey to the District the employee's refusal to submit a true specimen. Such conduct will result in either a prospective employee not being offered employment or a current employee being terminated from employment with the District.

**7.12.13.2.2** In the event that a prospective or current employee submits a specimen that the laboratory later identifies as a diluted specimen, the District will advise the employee of that result and request that the employee submit a second specimen. Such donors will be advised by the District not to drink any fluids prior to the test.

**7.12.13.3 Drug/Alcohol Testing and Confirmation:** Any specimen that screens positive for the presence of illegal drugs will be confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation method. Any employee who tests positive for illegal drugs or prescription medication may request the same specimen be re-tested at their expense (unless those expenses are covered by the District insurance program). This request for retest must be conveyed to the District within 48 hours of the employee being notified of a positive test result. There will be no exceptions to this additional re-test time period. If the retest results in a negative test outcome, the District will reimburse the cost of the retest and any lost compensation that is incurred as a result of the initial positive test results. Positive alcohol tests resulting from the use of a breath test will include a confirmatory breath test conducted no earlier than fifteen (15) minutes after the initial test; or the use of any other confirmatory test can be used that demonstrates a higher degree of reliability. The cut off levels for all drug testing will be within the limits as recommended by the federal drug free workplace guidelines.

**7.12.13.4 Notification of Test Results**

**7.12.13.4.1** All results received from the laboratory will be forwarded to the Officer of Administration 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.

**7.12.13.4.2** 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.

**7.12.13.5 Refusal:** Any employee who refuses to be tested consistent with the terms of this policy will be terminated from employment with the District.

### 7.12.13.6 EFFECT OF TESTING POSITIVE

**7.12.13.6.1** 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.

**7.12.13.6.2** 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 Assistant 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.

**7.12.13.6.3** 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 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.

**7.12.14** All prospective and current employees will be provided with a copy of District's Drug and Alcohol Free Workplace Policy and procedures prior to any testing being administered. The employee shall indicate by his or her signature on the **Acknowledgement of Receipt of Drug and Alcohol Free Workplace Policy** form that he/she received and will comply with this Policy.

**7.12.15 Conclusion:** The terms of this drug/alcohol free workplace policy 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.

**Title 7 - Chapter 13**  
**Workers' Compensation/Initial Medical Screening Exam**  
**Standards and Conditions/Firefighter Occupational Disease**

[Added Chapter 13 to Title 7 by Resolution 2017-10, Passed on 12/13/2017]

- 7.13.1 Workers' Compensation:** The District provides a Workers' Compensation insurance program as required by Idaho law. Provisions regarding Workers' Compensation insurance for full-time firefighters are contained in the Collective Bargaining Agreement. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides medical and/or disability benefits for on the job injury or caused illness. Employees who sustain work-related injuries or illnesses should notify their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. The supervisor must then prepare Notice of Injury on approved Industrial Commission form and report the injury to the Fire Chief.
- 7.13.2** The standards and conditions of an Initial Employment Medical Screening Examination (the "Exam" as used in this Chapter) for detection of any of the following diseases (the "Diseases" as used in this Chapter) to wit:
- Brain Cancer
  - Bladder Cancer
  - Colorectal cancer
  - Non-Hodgkin's lymphoma
  - Leukemia
  - Mesothelioma
  - 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
  - Esophageal cancer
  - Multiple myeloma
- 7.13.3** The Exam must be conducted under the direction of a licensed medical doctor, licensed to practice medicine in the state of Idaho; and

- 7.13.4** The exam must evidence, on its face, that the Exam has included a reasonable screening for the existence of the Diseases; and
- 7.13.5** A Written Notice of Completion of Initial Employment Medical Screening Examination for Disease [on a form approved by the Board of Commissioners] shall then be provided by the Firefighter to the Officer of Administration for inclusion in the Firefighter's personnel file. [Appendix 7.13.5]

## **TITLE 8 GRIEVANCE AND DISCIPLINE**

### **Title 8 - Chapter 1 Problem-Solving**

*[Amended by Resolution-2013-05 passed on 3/13/2013]*

- 8.1.1 Resolution of Questions and Problems:** All Personnel shall have access to the Daily Operations Command and are free to use it when:
- 8.1.1.1** They have questions about their duty.
  - 8.1.1.2** They are unable to resolve problems or need advice.
  - 8.1.1.3** Disputes between Personnel are not able to be resolved by the involved Personnel and their company officer. (Note: Efforts should be made prior to going up the Daily Operations Command.)
  - 8.1.1.4** Personnel are allowed to converse with the Fire Commissioners in regards to casual topics. However, problem-solving issues involving department Personnel will be referred back to the appropriate chain of command unless topics involve the Chief personally which may require commission involvement. In this instance, the employee still should be referred back to try to resolve the issue through the chain of command if that has not already been done.
- 8.1.2** Personnel are required to know the chain of command. Officers shall attempt to resolve questions or problems in a timely manner and at the lowest level in the organization. If this is not possible, the questions and/or problems should be addressed by the next level of command.

### **Title 8 - Chapter 2 Discipline**

*[Amended by Resolution-2013-05 passed on 3/13/2013]*

*[Amended by Resolution 2016-02, passed on 2/10/16]*

- 8.2.1 Internal Investigation and Discipline:** It is the purpose of this section to establish fair and equitable departmental procedures governing the administration of internal investigations and discipline.
- 8.2.2 Complaints:** Only complaints that have not been resolved in discussions at the lower level and are in writing contain a full and detailed account of the alleged incident and are signed and dated by the complainant will be considered to be a valid grievance and may warrant further investigation. Such grievances must be submitted in accordance with Chapter 3 of this Title.

**8.2.3 Discipline:** Personnel of the District are subject to disciplinary action commensurate with the severity of the offense or accumulation of offenses, the goal being to correct the behavior and if possible provide for restitution to the offended personnel, if appropriate.

**8.2.4 Time for Improvement:** Whenever possible, sufficient time for improvement should precede disciplinary action.

**8.2.5 Entitlement to Process:** All non-union Personnel and Personnel subject to the Collective Labor Agreement of the District, except as otherwise specifically provided in the Collective Labor Agreement, are entitled to the grievance and/or appeals process as later outlined.

#### **8.2.6 Disciplinary Actions Not Requiring Fire Commissioner Approval**

**8.2.6.1 Oral Warning:** When grounds for disciplinary action exist and it is determined that a more severe action is not immediately needed, the supervising officer may orally communicate the deficiency to the Personnel Member. Written record of an oral warning may be placed in the member's personnel file. In the event a written record of an oral warning is made the same shall be signed by the Personnel Member and the supervisor, with a copy to the Personnel Member, and the original is given to the Chief and is placed in the personnel file by the Chief. A time should be set [e.g. one year] after which the oral warning should be removed from the file if the problem remains corrected.

**8.2.6.2 Written Reprimand:** A supervisor may reprimand a Personnel Member for just cause. Such reprimand shall be in writing, and shall contain a brief statement of the misconduct, inadequacies, or other grounds for discipline. The officer will discuss the problem(s) with the Personnel Member, at which time, the Personnel Member will acknowledge he has been informed, by signing the reprimand. The written reprimand shall be signed by the Personnel Member and the supervisor, with a copy to the Personnel Member, and the original is given to the Chief and is placed in the personnel file by the Chief.

**8.2.6.3 Disciplinary Review:** Only the Chief may place a Personnel Member on disciplinary review. Disciplinary review may be imposed up to six months. Personnel placed on disciplinary review are not allowed to accrue time towards advancement. The terms of the Review will be put into a Performance Improvement Plan (PIP). The PIP will include the nature of the issue requiring discipline, the length of time for the PIP to be in effect, and the specific corrective actions that are required to achieve a satisfactory change in performance, and how, when and by whom the progress will be evaluated. Disciplinary review status terminates upon successful completion of the PIP at the end of the term imposed. Failure to successfully complete the PIP by the

time imposed may result in an extension of a new PIP or more severe discipline up to and including dismissal. The imposition of Disciplinary Review status is an option to use when oral and written reprimands have not corrected the problem and more severe actions may not be necessary. A meeting is conducted with the Personnel Member, the Chief, and the supervising officer, if applicable, wherein the PIP is reviewed with the Personnel Member and the member is given an opportunity to respond. Any Member placed upon Disciplinary Review will be provided with a copy of the PIP. The Chief shall sign the PIP and the member will sign acknowledging his receipt of the PIP, and the original shall be placed in the Member's personnel file by the Chief.

**8.2.7** Actions imposing Disciplinary Review shall be reported to the Commissioners in the Chief's report and in executive session. The Report shall be limited to the following information only: the date the action took effect and the terms of the Disciplinary Review.

**8.2.8 Dismissals, Suspensions, and Demotions:**

**8.2.8.1** Personnel of the District whose actions warrant severe disciplinary action may be dismissed, suspended or demoted as appropriate in accordance with this Section.

**8.2.8.2 Temporary Suspension:** Upon receipt of information that forms the basis of probable cause that personnel of the District has engaged in actions which would warrant disciplinary action such as a dismissal, suspension or demotion or which may cause a liability for the District if allowed to continue working and an investigation is warranted, the Chief may temporarily suspend said personnel for a period not to exceed two (2) weeks with pay in order to complete an investigation.

**8.2.8.2.1** In the event additional time is needed in order to complete the investigation, the Chief may extend the temporary suspension for an additional two (2) weeks.

**8.2.8.2.2** In the event the investigation results in exoneration of the personnel, the temporary suspension shall not be reported in the personnel record. If it required lesser discipline, it shall be recorded as described above in other levels of discipline.

**8.2.8.3** Action of dismissals, suspensions or demotions shall be made upon the recommendation of the Fire District Chief and will be made verbally and by written notice on the Employee Change of Status Form to the member(s) affected. The Employee Change of Status Form will give an account of the disciplinary action to be taken, reasons behind the action and reference to the evidence used in making the decision, and the effective date of the action, which

will be made within five normal business days from the date of notification. The Fire District Chief may then place the personnel on administrative leave until the effective date of the action. A signed copy of the Employee Change of Status Form is given to the member(s), and another copy shall be placed in their personnel file.

- 8.2.8.4** Action of dismissals, suspensions, or demotions of personnel may be made by the Fire Chief and reported to the Board of Commissioners.
- 8.2.8.5** Action of dismissals, suspensions, or demotions of personnel who are Full Time Firefighters and who are subject to the provisions of the collective bargaining agreement shall also follow the provisions, if any, of said agreement as then currently in force and the Chief's action is appealed, it shall be subject to review by the Board of Commissioners in accordance with the Collective Labor Agreement on Grievances.
- 8.2.8.6** The personnel should be notified in writing of his/her right to appeal the Chief's decision to the Board of Commissioners. If the member chooses to appeal, it will be handled according to the Grievance process in this policy.
- 8.2.8.7** Appeals of personnel to the Board of Commissioners or requests by personnel for a formal hearing before the Board of Commissioners of an action of dismissal, suspension, or demotion must be filed with the Fire District Secretary within 10 business days of the service of the Employee Change of Status Form.
- 8.2.8.8** Personnel of the District are subject to disciplinary action, when they have engaged in, but not limited to, one or a combination of any of the following acts or omissions.
  - 8.2.8.8.1** Failure to perform the duties and carry out the obligations imposed by the State of Idaho Constitution, County Ordinances or Rules, Policies or Guidelines of this District;
  - 8.2.8.8.2** Inefficiency, incompetence or negligence in the performance of duty, which interferes with the proper and safe operation of the District. Failure to meet minimum work standards set forth by the District;
  - 8.2.8.8.3** Physical or mental incapability for performing assigned duties, except for short term disabilities, such as pregnancy or injury;
  - 8.2.8.8.4** Insubordination;
  - 8.2.8.8.5** Conduct detrimental to the organized, safe operation of the District;
  - 8.2.8.8.6** Conduct unbecoming of a District Personnel Member;

- 8.2.8.8.7 Showing up for duty under the influence of any form of drug (prescription or otherwise), alcohol, intoxicating substance and/or mind altering substances in accordance with the District Drug and Alcohol Free Workplace Policy;
- 8.2.8.8.8 Careless, negligent use of District property, equipment, or funds;
- 8.2.8.8.9 Any felony conviction;
- 8.2.8.8.10 Misstatement or deception on the application form;
- 8.2.8.8.11 Operating a District vehicle in a reckless/unsafe manner, or without a valid operator's license;
- 8.2.8.8.12 Failure to obtain, or maintain a certificate lawfully required to perform certain duties (EMT certification);
- 8.2.8.8.13 Violation of the District sexual harassment policy;
- 8.2.8.8.14 Knowingly making a false or misleading statement in an official report;
- 8.2.8.8.15 Knowingly making a false or misleading statement about a fellow Personnel Member or officer with intent to damage or defame the Personnel Member.

### **Title 8 - Chapter 3 Grievances**

*[Amended by Resolution-2013-05 passed on 3/13/2013]*

*[Amended by Resolution 2016-02, passed on 2/10/16]*

**8.3.1 Grievances:** Any non-union Personnel and Personnel subject to the Collective Labor Agreement of the District, except as otherwise specifically provided in the Collective Labor Agreement, whose employment or status with the District is adversely affected by the imposition of disciplinary action, or by the interpretation or imposition of District policy [not including operation protocols] and/or a violation of District Policy by another Personnel Member [includes officers], may grieve the action or interpretation in accordance with the following [all references herein this section to chain of command refer to "Daily Operations Command"]:

**8.3.1.1 Preparation.** Grievance shall be prepared by the Personnel Member and it shall state the occurrence or action which is the subject of the grievance, the date it occurred the reason for the grievance and what action the Personnel Member seeks to have taken. The grievance must be dated and signed; and then

- 8.3.1.2 Filing.** Filed with the immediate supervisor of the grieving Personnel Member, who shall provide a copy to the person who is the subject of the grievance [if there is a claim against another Personnel Member] and a copy retained by the grieving Personnel Member with the original filed with the supervisor in the chain of command; and then
- 8.3.1.3 Review.** All aspects of the complaint will be investigated by a person or persons designated by the Chief. The grievance shall be reviewed by those whose actions are the subject of the grievance and they shall respond as to their position regarding the same. The Supervising officer shall then determine if the parties to the grievance can resolve the grievance. If the Supervising officer determines that the grievance cannot be resolved it shall be so certified in writing and the grievance shall then be filed with the next in the chain of command; and then
- 8.3.1.4 Meeting.** The next in the chain of command shall meet with the grieving Personnel Member and others involved in the grievance to determine if the grievance can be resolved. If the next in the chain of command determines that the grievance cannot be resolved, it shall be so certified in writing and the grievance shall then be filed with the next in the chain of command, and the process shall then be repeated until the Chief; The Chief will notify those making the complaint and those who are the subject of the complaint of the results of the investigation and of any resulting disciplinary action, when appropriate. The member(s) identified in the complaint has/have the right to legal counsel at any time; and then
- 8.3.1.5 Certified.** If the Chief determines that the grievance cannot be resolved, it shall be so certified and filed in writing, together with the record of the grievance and proceeds, with the Secretary of the Commission; and
- 8.3.1.6 Hearings before the Commission:** Grievance matters not resolved by 8.3.1.4 involving a dismissal, suspension or demotion will be considered and shall be requests for Formal Hearing before the Commission. Other grievance matters not resolved above will be considered and shall be requests for an Informal Hearing before the Commission.

### **8.3.2 Informal Hearing Process**

- 8.3.2.1** The Chairman or other Commissioners as determined by the Board of Commissioners shall serve as a moderator of the informal hearing; and
- 8.3.2.2** Notice of the informal hearing shall be provided to affected parties five (5) business days before the hearing unless the time period is waived by all affected parties; and
- 8.3.2.3** All affected parties may be present and be represented by legal counsel; and

- 8.3.2.4 The matter will be conducted in executive session unless the matter is not the legal subject of an executive session or all affected parties waive executive session; and
- 8.3.2.5 The grieving party shall present relevant evidence to support their position first and then each affected party shall then be able, in order determined by the commissioners, to present relevant evidence to support their position; and
- 8.3.2.6 The commission may recess or continue the informal hearing from time to time and may conduct an investigation; and
- 8.3.2.7 Upon the conclusion of the presentation of evidence, the Commission shall then make a determination of the grievance and issue a written statement, order or other appropriate action in accordance with their decision on the matter, within ten (10) business days of the conclusion of the presentation of evidence, and shall take the action in open meeting, in a manner protecting any legal rights to privacy of those involved, and provide a copy of the action to the affected parties, with the original retained in the official records of the District in the appropriate file.

### **8.3.3 Formal Hearing Process**

- 8.3.3.1 The Chairman or other commissioners as determined by the Commissioners shall serve as a moderator of the formal hearing; and
- 8.3.3.2 Notice of the formal hearing shall be provided to affected parties 5 business days before the hearing unless the time period is waived by all affected parties; and
- 8.3.3.3 All affected parties may be present and/or may be represented by legal council; and
- 8.3.3.4 The matter will be conducted in executive session unless all affected parties waive executive session; and
- 8.3.3.5 The Administrative staff [Chief] shall present relevant evidence to support the recommended action of dismissal, suspension or demotion first and then the grieving party shall present their relevant evidence. Each participant may make opening and closing statements and shall be given an opportunity to cross examine witnesses and the commissioners may examine witnesses; and
- 8.3.3.6 The commission may recess or continue the formal hearing from time to time; and
- 8.3.3.7 Upon the conclusion of the presentation of evidence the Commission shall then make a determination of the grievance and issue a written statement, order or other appropriate action in accordance with their decision on the

matter within ten (10) business days of the conclusion of the presentation of evidence and shall take the action in open meeting and provide a copy of the action to the affected parties, with the original retained in the official records of the District in the appropriate file.

## **TITLE 9**

### **[RESERVED]**

[Title repealed by Resolution 2016-09, passed on 6/8/16]

## **TITLE 10**

**[RESERVED]**

[Title repealed by Resolution 2016-09, passed on 6/8/16]

## **TITLE 11 VEHICLES**

### **Title 11 - Chapter 1 Vehicle Designation**

*[Amended by Resolution-2013-05 passed on 3/13/2013]*

*[Amended by Resolution 2016-10, passed on 6/8/16]*

- 11.1.1** Kuna Rural Fire District in conjunction with all other fire districts and departments in this region of the State of Idaho adopts a vehicle designation system in accordance with the provisions of this Chapter. Vehicle identification number assignment shall be implemented by the chief.
  
- 11.1.2** Other vehicle regulations and procedures are set forth in the Standard Operating Procedures, which are referenced in Section 3, Chapter 1, Title 1 of this Policy Code.

**TITLE 12**  
**[RESERVED]**

*[Amended by Resolution-2013-05 passed on 3/13/2013]*

**TITLE 13**  
**MUTUAL AID**

**Title 13 – Chapter 1**

*[Amended by Resolution-2013-05 passed on 3/13/2013]*

- 13.1** It is the desire of the Kuna Rural Fire District to provide mutual aid assistance to other fire departments/agencies whenever possible. It must be remembered that the main responsibility of the Personnel of the Kuna Rural Fire District is to provide adequate staffing by Kuna personnel for the protection of the patrons of the Kuna Rural Fire District.
- 13.2** The requested manpower/equipment will not exceed two (2) pieces of apparatus without the Chief's permission and will only be released from the Kuna Rural Fire District when the minimum staffing of two (2) Kuna Firefighter/EMTs to man a pumper are known to be at the station or en route to Kuna Fire Station.
- 13.3** When two apparatus respond on mutual aid, a Chief may also respond if available to assist where needed on the incident.

## **TITLE 14**

### **BLOOD BORNE PATHOGEN EXPOSURE CONTROL**

#### **BLOOD BORNE PATHOGEN EXPOSURE CONTROL (Meets or exceeds OSHA Standards - 29 CFR Part 1910.1030)**

#### **Exposure Control Plan for Blood borne/Airborne Pathogens - Developed by KUNA RURAL FIRE DISTRICT Emergency Planning**

The Purpose of this plan is to identify and clarify for each employee of The Kuna Rural Fire District the steps that have been taken and the procedures that will be followed to reduce or eliminate the potential for exposure to blood, body fluids, and airborne pathogens.

Each employee will receive training at least annually about information contained in this plan and will be expected to follow the procedures outlined and use the equipment provided. Any questions should be referred to the EMS Director, or the Infection Control Officer for Clarification.

All Employees of the Kuna Rural Fire District are entitled to a copy of this Exposure Control Plan and are expected to abide by the safety procedures outlined in it. To obtain a copy, comment on the information, or ask any questions, please contact the Chief and/or Supervisor of the Kuna Rural Fire District.

#### **Section One Who is at Risk?**

All FIREFIGHTERS/EMTs, EMT STUDENTS, ENGINEERS, AND SENIOR OFFICERS are at risk for exposure to blood, body fluids, and air borne pathogens.

Employees may be exposed during any patient care activities, such as the control of bleeding, suctioning, venipuncture, etc. Additionally, employees may have continued danger of exposure during the clean-up or handling equipment used in the course of patient care after a call. Personnel may also be exposed while servicing EMS vehicles.

#### **Section Two Personal Protective Equipment**

The Kuna Rural Fire District will provide the following personal protective equipment at no cost, for use by all employees who may be at risk:

<i><b>EQUIPMENT</b></i>	<i><b>LOCATION</b></i>
Latex gloves in asst. sizes (S,M,L)	EMS vehicle and infection control kit.
Disposable Face Masks	EMS Veh. & infec. Cont. Kit Disposable
goggles / eye wear	EMS Veh. & Infec. Cont. Kit
Disposable gowns or coveralls	EMS Veh. & Infec. Cont. Kit
Antiseptic hand cleaner/toilettes	EMS Veh. & Infec. Cont. Kit

Employees are required to utilize this equipment in accordance with Body Substance Isolation.

All contaminated personal protective equipment and medical waste should be discarded in the wastebaskets lined with red bags in the EMS vehicle, and then in the biomedical waste containers at the destination medical facility.

All employees should familiarize themselves with the location of the Personal Protective Equipment prior to the need for use.

All at-risk employees are **REQUIRED** to **ANNUALLY** attend the infection control training program. This program will include the following topics:

- A review of this plan
- A review of blood borne diseases
- A review of post-exposure procedures
- Employee rights under this OSHA standard
- Hepatitis B vaccination information
- A review of equipment provided and its use
- Disinfecting procedures and documentation
- Proper handling of Medical waste
- Question and answer session
- Annual TB testing

**NO MEDICAL WASTE or POTENTIAL PATHOGENS will be left at the scene.**

### **Section Three Engineering and Work Practice Controls**

Every effort will be made by the Kuna Rural Fire District to make the working environment as safe as possible for the entire staff. Safety and Compliance with the information contained in this plan requires as ongoing effort by ALL employees.

The most effective method that can be utilized to reduce the risk of potential exposure to the employees is the consistent use of the Personal Protective equipment that is provided. In any situation where an employee is unsure about which Personal Protective Equipment to use, the recommendation found in the Body Substance Isolation guide should be followed. (Copy may be found at the end of this plan.)

**Personal Protective Equipment:** The list of equipment provided for the use of each employee and its location is found in Section Two of this plan. Employees are required to use this equipment, and to discard it after use, either in the marked biomedical waste container found in the EMS vehicle or the one found at the destination facility. (Employees are reminded to change gloves and wash hands between patients if possible.)

**Medical Waste:** All Medical waste (bloody gauze, bloody gloves, etc.) generated on a call shall be placed into the red bag in the wastebasket on the EMS vehicle. After the call, the red bag is to

be secured, removed, and placed in a biohazard container at the destination facility. Any grossly contaminated disposable equipment, e.g., oxygen masks, c-collars, suction catheters, etc., should be placed in the biohazard container at the destination facility.

**Medical Waste is not to be returned by employees to their EMS base under any circumstances.**

**Grossly contaminated, re-usable equipment shall be discarded, not decontaminated.**

**Sharps Containers:** Employees should be cautious of all needles used by paramedics or EMTs. Needles should **NEVER** be recapped, bent, or broken; they should be placed into the sharps container intact. If multiple doses of a medication are to be given, the one- (1) handed scoop method of recapping that specific medication syringe may be used.

**NEVER** stick your hand or finger into a sharps container.

**NEVER** place medical waste or trash into a sharps container.

When using one of the small foam-filled sharps containers, dispose of it after the call at the destination facility. If a sharps container is more than 3/4 full, notify your supervisor so that a new one can be obtained. If the contents of a sharps container should somehow spill, **DO NOT** pick up the sharps by hand. Use a dustpan and broom, or forceps.

**Soiled Linen:** No linen soiled with blood or body fluids shall be placed back into one of the EMS vehicles. Linen is to be exchanged on a one for one basis with the destination facility. If the linens are soiled, you should assume that the mattress is also soiled, and it should be disinfected prior to applying fresh linen. Also clean along the rails of the Gurney.

**Soiled Uniforms/Clothing:** Uniforms or clothing that becomes contaminated with blood, or body fluids shall be changed as soon as practical. The Uniform or clothing will immediately be washed and dried using the station washer and dryer. As Kuna Rural Fire District does not have this facility, it is strongly recommended that Commercial Cleaners be used.

**Utilize Universal Precautions** when handling contaminated clothing. It is strongly recommended that contaminated uniforms or clothing **NOT** be taken home for laundering.

**Hand Washing:** Immediately after removing soiled gloves, employees should wash their hands. If no traditional hand washing facilities are available (sink, soap and water), the antiseptic hand cleaner found on the EMS vehicle should be used. Hands should be washed again, using traditional methods as soon as possible, and dried thoroughly.

**Cleaning and Disinfecting Schedule:** After each call where any blood, body fluids, or airborne pathogens are present in the vehicle, and **BEFORE** the vehicle is placed back into service, the entire affected and surrounding areas will be cleaned using a bleach and water solution. This solution shall be mixed at the time of use, and shall contain one (1) part bleach to ten (10) parts water (1/4 cup to 1 gallon). A commercial grade cleaner / disinfectant may also be used.

**NOTE:** When cleaning the vehicle or equipment, heavy dish washing-type gloves, gown and goggles shall be used to protect the hands, face, and body of the employees. **DO NOT** use latex exam gloves. (Heavy gloves may be reused for cleaning purposes.)

All Materials used during the cleaning/disinfecting operation should be discarded properly. If any blood or body fluids are present, the material should be placed in a biohazard container. Regular cleaning materials may be placed into a trash container.

During all cleaning/disinfecting procedures, employees are reminded to wear gloves and any other Personal Protective Equipment required.

There will be absolutely **NO** eating, drinking, smoking, application of make-up or lip balm, or adjusting of contact lenses in any EMS transport vehicles, per OSHA regulations.

**NOTE:** As the current station facilities do not meet standards with separate Disinfection area, it is strongly recommended after clean-up, that the counter, and sink area be disinfected as well.

### **Cleaning Procedure**

#### Reusable equipment

- Remove all biological matter
- Wash surface in ¼ cup bleach to 1 gallon water, or use commercial disinfectant.
- Soak in solution for 30 minutes
- Allow to air dry

#### Vehicle

- Remove all biological matter
- Clean up all blood/body fluid spills
- Wipe down ceiling, walls, grab rails, radio hand sets, etc. with ¼ cup bleach to 1 gallon water, or use commercial disinfectant.
- Mop the floor
- Allow to air dry
- Don't forget the cab area

#### General

- Wear appropriate PPD
- Dispose of all waste as previously outlined

## **Section Four Training**

All at risk employees are **REQUIRED** to **ANNUALLY** attend the infection control training program. This program will include the following topics:

- A review of this plan

- A review of blood borne and airborne diseases
- A review of post-exposure procedures
- Employee rights under this OSHA standard
- Hepatitis B vaccination information
- A review of equipment provided, and its use
- Disinfecting procedures and documentation
- Proper handling of medical waste
- Annual TB test
- Question and answer session

In addition, ALL employees will receive training about any new Personal Protective Equipment or any changes in work place policies before they become effective.

ALL new employees will receive training prior to any assignment that involves potential risk of exposure to blood, airborne or body fluids.

Any questions about training or Hepatitis-B vaccinations should be directed to \_\_\_\_\_ INFECTION CONTROL OFFICER.

### **Section Five Record Keeping**

Records on disinfection of transport vehicles and equipment shall be maintained in the Cleaning Log.

Attendance records of ALL training sessions will be kept by the Director of Emergency Services. Failure to have current documentation of compliance with the specified training requirements will result in your removal from the roster of the unit with which you operate. This will adversely affect your eligibility for liability insurance, workers compensation, and your Hepatitis - B vaccination.

Medical records concerning any employee who is occupationally exposed to blood or body fluids while performing with their unit will be maintained in a secured, limited access file for the required 30 year period post-employment with the service.

### **Section Six Hepatitis-B and Tuberculosis Vaccination Program**

All at-risk employees identified in Section One are required to do one of the following:

- A. Accept a free Hepatitis-B vaccination series as provided by the Kuna Rural Fire District
- B. Sign a refusal form indicating that you do not want the free vaccination series. (You may change your mind any time.)
- C. Provide medical documentation that you do not require the vaccination because you are

immune due to previous vaccination or exposure to Hepatitis.

- D. Accept a free annual TB test, or sign a waiver form.

### **Section Seven Occupational Exposure Incident**

In the event of an occupational exposure to blood, or airborne pathogens, or body fluids, however slight, YOU MUST:

1. Report the exposure to the destination facility. Try to get the patient's name, and address, and permission for testing of the source patient, if known.
2. Report the exposure to the FIRE CHIEF, OR HIS ASSISTANT. You will be provided with the appropriate worker's compensation paperwork as well as an occurrence report, and other exposure forms as required, which documents how the exposure happened.

YOU WILL:

3. Be directed to a medical facility for base line blood testing and possible Hepatitis-B supplemental vaccinations or other physician-recommended treatment.
4. Be provided with any additional follow-up medical care and additional blood draws, and counseling related to the exposure and recommended by a physician at no cost.
5. Be provided a copy of all medical reports and test results at no cost within 15 days of their receipt by Kuna Rural Fire District

### **Body Substance Isolation**

Since medical history and/or examination cannot reliably identify all patients infected with HIV or other blood borne pathogens, blood and body fluid precautions should be consistently used for ALL patients. This approach is recommended by the Center for Disease Control/AHA, OSHA, and NFPA Standard 1581, and is known as Body Substance Isolation.

1. Hands should be washed before and after contact with all patients, paying particular attention around and under finger-nails and between the fingers. If hands or other skin surfaces accidentally come in contact with blood or body fluids, they should immediately be washed with soap and water, if available. Otherwise, use waterless cleaner & follow up with soap and water as soon as possible.
2. Gloves should be worn for contact with ALL patients.
3. Gloves should be changed after contact with each patient. Hands should be washed immediately after gloves are removed.

4. Gowns should be worn when the soiling of clothes with blood or body fluids is likely.
5. Masks and/or goggles should be worn when it is likely that the eyes and/or mucous membranes could be splashed with blood or body fluids, e.g., when suctioning a patient with copious secretions, or in the presence of potential airborne pathogens.
6. Discard uncapped needles, syringes, and sharps in puncture resistant containers designed and labeled for this purpose. Containers should be in all patient areas, and replaced when 3/4 full.
7. Discard trash in the usual manner. Red Bio Hazard Bags in the receiving facility.
8. Bag linen in the usual manner. Contaminated linen should be bagged separately in Red Bio Hazard Bags.
9. Hands and other skin surfaces should be washed immediately and thoroughly if contaminated with blood or other body fluids.
10. If significant exposure (needle stick, mucous membrane splash or contact with non-intact skin) occurs, report to your supervisor for evaluation and follow up IMMEDIATELY.

## **TITLE 15 PROCUREMENT**

[Repeal Chapters 1 & 2, Add Chapters 1, 1A, 1B, 1C, 1D & 2 by Resolution 17-06, passed 9-13-17]

### **TITLE 15 - CHAPTER 1 GENERAL PROVISIONS**

**15.1.1** 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.

#### **15.1.2 Purposes, Rules of Construction**

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

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

**15.1.2.2.1** 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.

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

**15.1.2.2.3** Provide for increased public confidence in the procedures followed in public procurement.

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

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

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

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

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

**15.1.2.3.1** Words in the singular number include the plural, and those in the plural include the singular; and

**15.1.2.3.2** 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.

**15.1.2.4 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.

**15.1.2.4.1 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.

**15.1.2.4.2 Business:** Any corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, trust, or any other private legal entity.

**15.1.2.4.3 Construction Contract:** An agreement for the construction, installation, major maintenance or repair of Fire District facilities, public building, facility or works.

**15.1.2.4.4 Contract:** All types of Fire District agreements, regardless of how designated, for the procurement or disposal of supplies, equipment, services or construction.

**15.1.2.4.5 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.

**15.1.2.4.6 Contractor:** Any person having a contract with a governmental body.

**15.1.2.4.7 Designee:** A duly authorized representative.

**15.1.2.4.8 District:** The Kuna Rural Fire District.

**15.1.2.4.9 Documentation:** Written description of the competitive bid process, including bid summaries and copies of bids.

**15.1.2.4.10 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.

- 15.1.2.4.11 Employee:** An individual drawing a salary from the District, (whether elected or not,) and any non-compensated individual performing personal services for the District.
- 15.1.2.4.12 Equipment:** Items of tangible, non-expendable, personal property.
- 15.1.2.4.13 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.
- 15.1.2.4.14 Formal Bid (FB):** A bid for construction, goods or services with a contemplated acquisition cost as defined in §§ 67-2806(2) and/or 67-2805(3) Idaho Code. Formal bids require newspaper advertisement, sealed bids, and are generally awarded by District Commission.
- 15.1.2.4.15 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.
- 15.1.2.4.16 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.
- 15.1.2.4.17 Informal Bid (IFB):** A bid for goods or services with an estimated acquisition cost in the ranges defined in §§ 67-2806(1) and 67-2805(2) Idaho Code.
- 15.1.2.4.18 Invitation For Bids:** All documents, whether attached or incorporated by reference, utilized for soliciting bids.
- 15.1.2.4.19 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.

**15.1.2.4.20 Person:** Any legal entity, individual, union, committee, club, other organization, or group of individuals.

**15.1.2.4.21 Personal Property:** Includes all supplies, materials and equipment procured by the District.

**15.1.2.4.22 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. [See Idaho Code § 67-2803 such is not considered an expenditure requiring a separate bid process]

**15.1.2.4.23 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.

## **Title 15 - Chapter 1A Public Works Construction Contract Requirements**

**15.1A.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.

**15.1A.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:

**15.1A.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.

**15.1A.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.

**15.1A.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 § 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.

**15.1A.2.4** All other provisions required as conditions of the funding source.

**15.1A.2.5** All requirements related to public works contractors licensing set by Idaho State Code.

**15.1A.2.6** All applicable State or Federal requirements

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1E.4.2 \$50,000 and over.** The District shall award the contract to a licensed public works contractor.

**15.1A.5 Bidding Requirements:** The District's public works construction procurement bidding requirements are determined by the anticipated amount as follows:

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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:

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

**15.1A.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.

- 15.1A.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.
- 15.1A.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.
- 15.1A.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.

## **Title 15 - Chapter 1B Purchasing**

- 15.1B.1 Idaho Presence Vendors:** The District will seek bids from vendors having a significant Idaho presence as required in § 67-2349 Idaho Code.

**15.1B.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.

**15.1B.3 Cooperative Purchasing:**

**15.1B.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.

**15.1B.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.

**15.1B.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.

**15.1B.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.

**15.1B.6 Purchasing of Personal Property and Public Works Construction:**

**15.1B.6.1 The Purchase of Personal Property does not include the following:**

**15.1B.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

**15.1B.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

**15.1B.6.1.3** The procurement of personal or professional services to be performed by an independent contractor; and

**15.1B.6.1.4** The procurement of an interest in real property; and

**15.1B.6.1.5** The procurement of insurance; and

**15.1B.6.1.6** The costs of participation in a joint powers agreement with other units of government.

**15.1B.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 § 67-2805, Idaho Code.

**15.1B.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 15.1B.6.1 and § 67-2803, Idaho Code, shall be in accordance with the provisions of § 67-2806, Idaho Code.

**15.1B.6.4 Joint Purchasing Agreements – Not-For-Profit Associations:** As provided in § 67-2807, Idaho Code, 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.

**15.1B.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, Idaho Code as it applies.

**15.1B.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;

**15.1B.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)]

**15.1B.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:

**15.1B.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.

**15.1B.8.2** In regards 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.

**15.1B.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.

**15.1B.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.

## **TITLE 15 - CHAPTER 1C NON-PROFESSIONAL SERVICES AND PERSONAL PROPERTY PROCUREMENT**

**15.1C.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 **15.1B.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.

**15.1C.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.

**15.1C.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.

**15.1C.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 in when no bids or offers are received shall be approved as follows:

**15.1C.3.1** By the Fire Chief or by Officer of Administration, 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,.

**15.1C.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 § 67-2349 I.

**15.1C.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.

**15.1C.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.

**15.1C.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 § 67-2806, shall be awarded through open competitive sealed bid procedures in compliance with the Idaho Code and District Procurement Policy.

**15.1C.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.

**15.1C.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 § 67-2806.

**15.1C.6.2.1 Example of Bid Notice: General Bid Specifications**  
**[Form to follow]**

**15.1C.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.

**15.1C.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.

**15.1C.6.5 Bid Acceptance and Bid Evaluation**

**15.1C.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.

**15.1C.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.

**15.1C.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.

**15.1C.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.

**15.1C.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.

**15.1C.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.

**15.1C.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.

**15.1C.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.

**15.1C.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.

- 15.1C.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.

**TITLE - CHAPTER 1D  
PROFESSIONAL SERVICE CONTRACTS FOR ENGINEERS,  
ARCHITECTS, CONSTRUCTION MANAGERS AND PROFESSIONAL  
LAND SURVEYORS**

**15.1D.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 § 67-2320 and shall be referred and cited as the “Professional Services Procurement Policy.”

**15.1D.2 Statutory Authority**

**15.1D.2.1** The Fire District is subject to the provisions of Idaho Code § 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

**15.1D.2.2** Idaho Code § 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

**15.1D.2.3** It is the intent and purpose of the Board of Commissioners of this Fire District, pursuant to the provisions of Idaho Code § 67-2320, to establish the following policy for the selection and securing of such professional services governed under I.C. § 67-2320.

**15.1D.3 Definitions:** As used in this section:

**15.1D.3.1 Fire Chief :** means and refers to the duly appointed Fire Chief of the this District or designee.

**15.1D.3.2 Firm:** means and refers to a firm or person offering professional services as defined herein.

**15.1D.3.3 Fire District:** means and refers to Kuna Rural Fire District.

**15.1D.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.

**15.1D.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).

**15.1D.3.6 RFP:** means and refers to a Request for Proposals.

**15.1D.3.7 RFQ:** means and refers to a Request for Qualifications.

**15.1D.3.8 Secretary:** means and refers to the duly appointed Secretary of the Fire District or designee.

**15.1D.3.9 SOQ:** means and refers to a Statement of Qualifications.

**15.1D.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).

**15.1D.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 § 67-2320 requesting statements of qualifications and performance data.

**15.1D.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.

**15.1D.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.

<i>Anticipated Fee</i>	<i>RFQ Method(s)</i>	<i>Minimum # Considered</i>	<i>Contract Approval</i>
\$0 - \$25,000	Direct Request; Consultant Roster	1	Fire Chief
\$25,000 +	Published Public Notice; Consultant Roster;	3	Board of Commissioners

**15.1D.8** Request for Qualifications (RFQ): Statements of Qualifications shall be solicited in one of the following ways:

**15.1D.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 and Canyon Counties [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**”

**15.1D.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.

**15.1D.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:

**15.1D.9.1** Firm History and Capability to Perform Project.

**15.1D.9.2** Relevant Project Experience.

**15.1D.9.3** Qualifications of Project Team Members.

**15.1D.9.4** Familiarity with Area and Project.

**15.1D.9.5** Project Approach; and

**15.1D.9.6** Schedule.

**15.1D.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.

**15.1D.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.

**15.1D.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.

**15.1D.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 15.1D.12 of this Policy, the final ranking shall be forwarded to the Board of Commissioners with a recommendation.

**15.1D.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.

**15.1D.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.

**15.1D.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.

**15.1D.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**

**15.2.1 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:

**15.2.1.1** There is a great public calamity, such as an extraordinary fire, flood, storm epidemic or other disaster;

**15.2.1.2** It is necessary to do emergency work to prepare for the national or local defense; or

**15.2.1.3** It is necessary to do emergency work to safeguard life, health or property.

**15.2.1.4** Upon making such a declaration of emergency, any sum required in the emergency may be expended without compliance with formal bidding procedures.

### **15.2.2 Sole Source**

**15.2.2.1** 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:

**15.2.2.1.1** Where property is required to respond to a life-threatening situation or a situation which is immediately detrimental to the public welfare or property;

**15.2.2.1.2** Where the compatibility of equipment, components, accessories, computer software, replacement parts, or service is the paramount consideration;

- 15.2.2.1.3 Where a sole supplier's item is needed for trial use or testing;
  - 15.2.2.1.4 Purchase of mass produced movie, video, books or other copyrighted materials;
  - 15.2.2.1.5 Purchase of property for which it is determined there is no functional equivalent;
  - 15.2.2.1.6 Purchases of public utility services;
  - 15.2.2.1.7 Purchase of products, merchandise or trademarked goods for resale at a Fire District facility; or
  - 15.2.2.1.8 Any other situation deemed appropriate by the Fire Chief for sole source declaration.
- 15.2.2.2 Upon making a declaration that there is only one (1) vendor for the personal property, unless the 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.

### **Title 15 - Chapter 3 Surplus Property**

*[Amended by Resolution 2014-04, Passed on May 15<sup>th</sup>, 2014]*  
*[Amended by Resolution 2015-08, Passed on 6/10/15]*  
*[Amended 15.3.1 by Resolution 2017-07, Passed on 9/13/17]*  
*[Amended 15.3.2.5 by Resolution 2018-12, passed on 5/9/18]*

**15.3.1 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. **[Appendix 15.3]**

**15.3.2 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:

- 15.3.2.1 The Board of Commissioners may then adopt a resolution declaring the property to be no longer; and
- 15.3.2.2 In the event the property is personal property the Board shall determine whether or not the personal property exceeds ten thousand dollars (\$10,000) in value; and

**15.3.2.3** In the event the Board determines that the personal property exceeds ten thousand dollars (\$10,000.00) in value, the Board of Commissioners shall select two (2) independent individuals who have knowledge and the expertise to determine the value of the personal property. 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; and

**15.3.2.3.1** The individuals selected to assess the value of the property are not eligible to acquire that property from the District.

**15.3.2.4** In the event the determined value of the personal property is less than \$10,000.00, the same may be sold without appraisal, notice, or competitive bids as the Board of Commissioners may determine; and

**15.3.2.5** In the event the property is real property it shall be appraised by a certified appraiser who shall be selected by the board; 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.

**15.3.2.6** Sale or transfer to qualifying government subdivisions shall be conducted in accordance with the requirements of I.C. §§ 67-2322 through 67-2324.

**15.3.3** 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 I.C. §§ 67-2322 through 67-2324, and § 31-1420(7) either for and/or without consideration the following procedure shall be followed:

**15.3.3.1** 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.

**15.3.3.2** 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.

**15.3.3.3** 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.

- 15.3.3.4** 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.

**Title 15 - Chapter 4**  
**Independent Contractors for Personal Services Exceeding \$10,000**  
*[Added by Resolution 2016-04, passed 3/9/16]*

- 15.4.1** At such time as the Board of Trustees 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:
- 15.4.1.1** 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.
- 15.4.1.2** The Notice shall be published in the official paper once within 15 days of entering contract. [I.C. § 59-514 (1)]
- 15.4.1.3** The Notice shall be substantially in the form provided in Appendix 15.4.1
- 15.4.1.4** 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 16 ELECTIONS**

### **Title 16 - Chapter 1 Rules and Regulations**

- 16.1.1 Regulations:** [I.C. § 31-1410] 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.
- 16.1.2** [I.C. § 31-1410] In any election for fire protection 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.
- 16.1.3** [I.C. § 31-1406] 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.
- 16.1.4** [I.C. § 31-1410] 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.

### **Title 16 - Chapter 2 Election Retention**

- 16.2.1 Retention Policy**
- 16.2.1.1** 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
- 16.2.1.2** 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.

## **TITLE 17**

### **FISCAL YEAR, BUDGET, AUDIT AND FISCAL POLICY**

*[Amended by Resolution-2013-16 passed on 8/14/2013]*

#### **Title 17 - Chapter 1**

#### **Fiscal Year**

**17.1.1** The Kuna Rural Fire District Fiscal Year commences on the first day of January of each year.

#### **Title 17 - Chapter 2**

#### **Budget Preparation and Approval Process**

The following 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 are set forth in chronological order for ease of reference.

**17.2.1 April Commissioners Meeting:** Set the date and location for the budget hearing and direct the secretary to notify the Clerks of Ada and Canyon Counties of the same. April 30th is the last day to notify the County Clerk of Ada and Canyon Counties of the date and location set for the budget hearing of the District. [Required by law, Idaho Code § 63-802A]

**17.2.2 April Commissioners Meeting:** Issue Preliminary Budget Income/Expense Report forms together with cover letter to Treasurer, Chief, Full-Time Firefighters, Volunteer Call Back Firefighters, and EMT Budget Designees to report within thirty (30) days to Chief. Meeting(s) consisting of the Chief, Budget Committee, Full-time Firefighter Budget Designee, Volunteer Call Back Firefighters Budget Designee, EMT Budget Designee and the Treasurer, [Treasurer serves as Chairman, Chief as Vice-Chairman], to review the Preliminary Budget Income/Expense Report forms to formulate an initial draft of the budget.

**17.2.3 June Commissioners Meeting:** The Chief and Treasurer complete the initial draft of the budget and report to the Commissioners. Commissioners establish the date, time, and location of workshop meeting(s) to review the proposed budget for consideration of approval for publication and public hearing.

**17.2.4 August:** Notice of Budget Hearing to 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 § 31-1419A]

**17.2.5 Late August:** Conduct the budget hearing and consider approval of the budget.

**17.2.6** The Secretary enters the resolution adopting the budget upon the minutes of the Board of Commissioners and then transmits to the County Auditor and County Assessor of Ada and Canyon Counties, and to the State Board of Equalization, certified copies of this resolution providing for the property tax levy. [Required by Idaho Code § 31-1419A]

The Secretary-Treasurer certifies the total dollar amount to the County Clerks of Ada and Canyon Counties, of the property tax money required by 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 § 63-803 (3)]

### **Title 17 - Chapter 3 Annual Audit**

[Added 17.3.1.4 by Resolution 2018-07, Passed on 3/14/18]

**17.3.1 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 I.C. § 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.

**17.3.1.1** In the event 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; and

**17.3.1.2** In the event the Fire Districts' annual expenditures exceed \$100,000 but is less than \$250,000, the Board of Commissioners may elect to have its financial statements audited on a biennial basis and may continue biennial auditing cycles in subsequent years as long as the Fire District's annual expenditures do not exceed two hundred fifty thousand dollars (\$250,000) during either year of any biennial period. Biennial audits shall include an audit of each fiscal year since the previous audit; and

**17.3.1.3** In the event the Fire District's annual expenditures do not exceed \$100,000 in the fiscal year, there is no minimum audit or review requirement.

**17.3.1.4 Trust Fund Audit:** As part of the Fire District's annual audit process, it shall prepare an annual report: (a) describing the amount of all Fire District 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 Fire District Impact Fees collected, appropriated or spent for System Improvements during the preceding fiscal year by Systems Improvements category of District Capital Facilities.

**17.3.2** The auditor shall be employed on written contract.

**17.3.3** The Commissioners shall include in the Fire District's annual budget all necessary expenses for carrying out the provisions of this section.

**17.3.4** The Secretary shall file one (1) copy of each completed audit report with the Legislative Services Office of the State of Idaho [PO Box 83720, Boise ID 83720-0054] within nine (9) months after the end of the audit period.

## **Title 17 - Chapter 4 GASB 34**

**17.4.1 Findings:** The Board of Commissioners makes the following findings as a basis of the provisions of this section:

**17.4.1.1** This fire district is required by Idaho Law at I.C. § 67-450 B to meet certain minimum audit requirements as provided therein; and

**17.4.1.2** Government Accounting Standards Board Statement 34 (GASB 34), and hereinafter referred to as GASB 34 Statement, the GASB 34 Statement provides that governmental agencies, with budgets under \$10,000,000.00, must begin reporting more extensive asset valuations beginning in the fiscal year immediately following June 15, 2003, which is this current fiscal year of 2003-2004; and

**17.4.1.3** The GASB 34 Statement provides some of the broadest changes in government accounting practices since the inception of Generally Accepted Accounting Practice (GAAP), for governmental agencies, dating back to the 1930s. The principal change that GASB 34 Statement requires, is reporting of the value of capital assets on Consolidated Annual Financial Reports (CAFR); and

**17.4.1.4** The Board of Commissioners herein establishes a policy in the development of the procedure, and process, to comply with the GASB 34 Statement.

**17.4.2 Policy Title:** This policy shall be referred to and cited as the GASB 34 Statement Policy.

**17.4.3 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.

**17.4.4 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 affect.

**17.4.5 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.

**17.4.6 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.

**17.4.7 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.

## **Title 17 - Chapter 5 Expenditure Policy**

[Added 17.5.6 by Resolution 2019-11, Passed on 3/13/19]

**17.5.1** In order to establish protocols and procedures for the administration of the budget and the expenditures of the Fire District the following policy is established:

**17.5.2** The Treasurer shall administer the policy established as set forth in this Chapter.

**17.5.3** Expenditures of this District must be in accordance with the appropriations in the Budget.

**17.5.4** 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 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; and
- Anticipated date of expenditure
- Officer requesting and authorizing expenditure

**17.5.5** The Treasurer shall review all purchase orders to determine compliance with this policy. Those purchase orders found not 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.

**17.5.6** Wage Deduction Policy: In the event there has been an overpayment of an employee's

wage or benefit, the Treasurer shall request the employee to authorize a deduction from the employee's wage in an amount equal to the overpayment upon completion of the following process:

**17.5.6.1** The Treasurer shall serve upon the Employee a written notice of wage overpayment, which identifies the amount of the overpayment, the date the overpayments was made, the basis for the claim of overpayment and the proposal for wage deduction schedule for employee's repayment of the overpayment and of the employee's right to meet with the Treasurer, within twenty 28 days of the date the notice was served upon the employee, to discuss the matter; and

**17.5.6.1.1** In the event the employee agrees that there has been a wage overpayment and agrees with the Treasurer to a proposed wage deduction the same shall be made in writing and the Treasurer shall then be authorized to make the wage deduction.

**17.5.6.1.2** In the event the Employee disputes the proposed wage deduction or the wage deduction schedule, then the Employee shall serve written notice of objection to the Treasurer and the Fire District Secretary, specifying the basis for their objection, within thirty five (35) days from the date the notice of wage overpayment was served upon the employee.

**17.5.6.1.3** The employee's written notice of objection shall then be set for a hearing in executive session before the Board of Commissioners at the next regular meeting.

**17.5.6.1.4** The Board of Commissioners after hearing the objection and making their findings on the matter, shall in open session, enter an order either granting the objection in whole or in part and/or authorizing the overpayment wage deduction in whole or in part and in the alternative if the employee will not agree to a wage deduction the Treasurer be authorized to initiate legal action against the employee to collect the overpayment.

## **Title 17 - Chapter 6 Public Depository Law Compliance**

*[Added by Resolution-2013-14 passed on 8/14/2013; Amended by Resolution 2013-19, passed on 11/11/2013]*

**17.6.1** The Public Depository Law set forth in Chapter 1 of Title 57, Idaho Code, governs the management of public funds of this District, and the Board finds it reasonable to establish a policy to provide guidance to the Board and the Treasurer in compliance with that law.

**17.6.2** All funds of this Fire District shall be deposited by the Treasurer in a qualified depository designated by the Board of Commissioners.

**17.6.3** As provided and required by Idaho Code §57-110, a qualified depository includes any national bank, state bank, trust company, federal savings and loan association, state savings and loan association, federal credit union or state credit union which lies within the boundaries of the Fire District and otherwise complies with Idaho Code §57-110.

**17.6.4** When there is more than one qualified depository, the process for designation shall be upon recommendation of the Treasurer after competitive bidding or by other means acceptable as a standard business practice.

**17.6.5** The type of account upon designation shall be a demand deposit account, except for surplus or idle District funds as designed by the Board of Commissioners.

**17.6.6** Process for identification of and Authorization for investment of surplus or idle funds

**17.6.6.1** The Board of Commissioners shall at least every six months determine and certify funds on deposit [not inclusive of invested funds] which are not needed for the payment of expenditures during the period being certified. A copy of the certification shall be served upon the Treasurer.

**17.6.6.2** The Treasurer shall then make a recommendation for approval by the Board of Commissioners for the investment, as permitted by Idaho Code §67-1210, of the funds certified by the Board as surplus and/or idle. The interest earned from invested funds shall be paid into the general fund.

## **Title 17 - Chapter 7 District Credit Card Use and Authorization Policy**

[Added by Resolution 2019-10, Passed on 3/13/19]

**17.7.1 Policy Name:** This Policy and Chapter shall be known as the “Fire District Credit Card Use and Authorization Policy”.

**17.7.2 Policy Application:** This Policy and Chapter applies to all employees of the Fire District who are authorized to use a Fire District Credit Card.

**17.7.3 Use Conditions:** The conditions set out in this Chapter and the relevant Cardholders’ Responsibility Statement issued by the Bank; govern the use of any Fire District Credit Card.

**17.7.4 Authorized Use Responsibility:** The Fire Chief is responsible for ensuring that any authorized employee use the Fire District Credit Card is in compliance with the District Credit Card Use Policy, and in coordination with the Fire District Treasurer in order to implement needed reasonable controls to minimize the risk that the Fire District Credit Cards are not used for fraudulent or corrupt purposes.

**17.7.5 Criteria and Credit Card Use Authorization:** The Fire Chief may authorize any Fire District employee to use a Fire District Credit Card in order to facilitate the conduct of the Fire District business subject to the employee having first signed a written authorization for deduction of their wage in the event their use of the Fire District Credit Card is in violation of this Chapter.

**17.7.6 Credit Card Maximum limits:** Each Card will be limited to a maximum limit set by the Board of Commissioners, who will determine the limit on a basis of need and for Fire District business expenditures ONLY.

**17.7.7 Credit Card Prohibited Uses:** The Fire District Credit Card cannot be used:

- To obtain cash advances.
- For expenses other than those authorized by the Fire District Chief
- The Fire District Credit Card is to be used only for official Fire District business, not personal expenses.
- Charging personal transactions to Fire District Credit Cards is not acceptable under any circumstance.

**17.7.8 Credit Card Use Review:** Cardholder transactions will be reviewed by the Treasurer and the Board of Commissioners and Auditor to ensure compliance with this policy.

**17.7.9 Credit Card Use Policy Misuse Violations:** Violations of the conditions of this Chapter could result in:

- Cancellation of the card and withdrawal of Fire District Credit Card privileges
- Disciplinary action against the employee concerned.
- In all cases of misuse, this Fire District reserves the right to recover any monies from the employee.

**17.7.10 Agreement to recover from Card Holder for Misuse:** Cardholders will be required to sign an Employee Wage Deduction Authorization Agreement authorizing this Fire District to deduct from the employee's wage, the amount incurred by the Fire District in violation of the conditions of this Chapter. [See Appendix 17.7.10]

**17.7.11 Monthly Fire District Credit Card Statement Reconciliation:** Fire District Credit Card expenditures must be reconciled with the Treasurer within 10 business days of the Statement Date. If the Card expenditures are not reconciled within 1 month of the Statement Date or a plausible explanation has not been received by the Treasurer, the Fire District Credit Card can be cancelled by the Board of Commissioners and, the Board of Commissioners may take further action as is reasonably appropriate against the employee.

**17.7.12 Credit Card User Responsibilities:** Each employee authorized is responsible for the following security measures for the use of the Fire District Credit Card:

- Retention of transactional evidence to support all charges. An acceptable receipt for reimbursements of claimable business expenses on the Fire District Credit Card is an original receipt.

- Card purchases without receipts are ultimately the responsibility of the user.
- A failure to provide receipts or credible explanation for the unsupported expenditure could result in a debit from the user's salary.
- Reimbursement for return of goods and/or services must be credited directly to the Credit Card account.
- No cash should be received for any use of the Credit Card.
- Fire District officers and employees authorized to use a Fire District Credit Card are in a position of trust. Improper or unauthorized use of the Credit Card may result in the user being held liable for expenditures, legal/disciplinary action being brought against the user, termination of Card use and/or termination from this Fire District.

**17.7.13 Credit Card Records Management:** All documentation associated with the payment of a Fire District Credit Card will be maintained by the Treasurer and all original receipts for all Credit Card transactions will be retained by the Treasurer.

**17.7.14 Disputed Transactions:** Disputed transactions must be resolved with the Supplier and the Bank by the Fire Chief.

**17.7.14.1** The Fire Chief must notify the Bank immediately for resolution and the Treasurer should be informed.

**17.7.15 Lost or stolen Credit Cards:** Lost or stolen cards must be reported immediately by the Fire Chief to the Bank and the Treasurer.

**17.7.16 Termination of Employment:** Prior to departure or termination of duties with this Fire District:

- Any employee who has been a user must ensure that his/her account is settled prior to departure and surrender any Credit Card to the Treasurer or immediate supervisor.

## **TITLE 18**

### **KUNA EMERGENCY SERVICES ASSOCIATION**

- 18.1** It is recognized by the Board of Commissioners that the dedication, commitment and fellowship of all of the members and the support of the residents and property owners of this District are very important to the fulfillment of the District’s mission (see Section 1.2.2 District Mission Statement).
- 18.2** The Kuna Emergency Services Association [hereinafter referred to for convenience as “Association”] is hereby formed as a standing committee of the Commissioners in accordance with the provisions of this title.
- 18.3 Association Membership:** Any officer, Full-time firefighter, Volunteer/Paid On-Call Firefighter, or EMT may be a regular member and any other person may be an auxiliary member of the Association. Membership and Auxiliary membership is for a period of 1 year by the signing of a declaration of Membership or Auxiliary membership in accordance with form **Appendix 18.3 Declaration of Membership or Auxiliary Membership**. All completed membership declarations shall be delivered to the Association Secretary/Treasurer who shall report all membership to the Fire Chief and the Board of Commissioners.
- 18.4 Association Officers:** There shall be a President, Vice President and Secretary/Treasurer who shall serve a term of one year. The President shall be the Vices President from the previous calendar year. There shall be a Vice President and Secretary/Treasurer who shall be elected by the members and auxiliary members of the Association at the annual meeting of the Association in January of each calendar year. The Vice President shall serve as President in the year following his/her term of vice presidency. The members and auxiliary members shall nominate and elect persons from the membership to serve as Vice President and Secretary. The nomination and elections shall be held by written secret ballot.
- 18.5 Functions of the Association.** The Association may:
- 18.5.1** Plan and conduct events throughout the year which promote comradeship of all of the members of this Fire District; and
  - 18.5.2** Plan and conduct events involving the public which develop and nurture public support of the Fire District.
  - 18.5.3** Review and/or propose policy submitted to the Commissioners for approval which is relevant to the functions of the Association.
- 18.6 Reporting and Authorization:** The officers of the Association shall conduct such meetings as are deemed advisable and/or necessary to conduct the business of the association. Minutes of the Association shall be kept by the Secretary/Treasurer of the Association who shall report those minutes to the District Fire Chief and the District Secretary at the regular monthly meetings of the District Commissioners.

**18.6.1 Commissioner Approval Requirements:** No event shall be conducted by the Association without the prior consent of the Fire District Commissioners and all approved events shall be conducted in accordance with the conditions of approval.

**18.6.2 Attendance Requirements:** Any Association member absent from two consecutive regular meetings will lose all voting privileges for the following month.

**18.7 Budget/Expenditure:**

**18.7.1 Budget:** An Officer of the Association as determined by its officers will complete and submit on behalf of the Association a preliminary budget Income/Expense Report as provided in Section 17.2.2 of this Policy Code, and the Vice President shall serve as a representative of the Association to assist in the development of the initial draft of the District budget as provided in Section 17.2.2 for the purpose of providing for the budget planning of the costs of Association events and the budgeting of the Association income and the expenditure of that income.

**18.7.1.1** A monthly report of Association funds will be provided by the District Secretary to the Secretary/Treasurer of the Association every month.

**18.7.2 Expenditures:** All Association expenditures are to be submitted to the District Treasurer for approval by the District Commissioners. Expenditures will be submitted to the Commissioners when the Association membership has approved the expenditure(s) with a majority vote.

**18.7.2.1 Emergency Expenditures:** For the purposes of emergency needs during a fundraising or other Association event, and Association officer, with the approval of one other Association officer, may purchase needed items at the local grocery store. These purchases will be placed on the District's account, to be paid from the Association's budgeted funds.

**18.8 Books and Records:** All books and records of the Association are the property of the Kuna Rural Fire District and shall be made available to the District Secretary and/or Treasurer and/or the Commissioners and/or the Fire Chief upon request.

## **TITLE 19 PUBLIC RECORDS REQUESTS**

### **Title 19 - Chapter 1 Purpose and Authority**

[Amended 19.1.1 by Resolution 2019-08, Passed on 2/13/19]

**19.1.1 Purpose:** The Kuna Rural Fire District is subject to the Idaho Public Records Law which is codified in Chapter 1 of Title 74 Idaho Code and which 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.

**19.1.2 Custodian:** The District Secretary and the Secretary's delegates are herein designated as the official custodian of the Records of this District.

### **Title 19 - Chapter 2 Receipt and Processing**

[Amended by Resolution 2015-09, passed on 6-10-15]

**19.2.1** The Public Records Request form **Appendix 19.3.1** is hereby adopted pursuant to the authority of Idaho Code § 74.102 (4).

**19.2.2 Procedure:** The following is set forth as a guideline to be followed in the receipt and processing of a public records request.

**Step No. 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 § 74-102 (4).

**Step No. 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.

**Step No. 3 - Determination of Request:** District Secretary/delegate 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/delegate that a longer period of time [greater than 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 10 days of the receipt of the request.

**A.** 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 2 hours of labor in order to respond to the request.

- B. 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.
- C. 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.

**Step No. 4 - Determination of Exemption:** In the event the District Secretary/delegate determines that the request may include records which are exempt under Idaho Law, the District Secretary shall immediately notify the District's Attorney for an opinion.

**Step No. 5 - Notification:** The Requester shall be notified using the District's Form request [see Section 19.2.1] within three working days of receipt of the request by the District unless notice is provided as under Step 3 of 19.2.2.

### **19.2.3 Conditions which may be imposed to facilitate Public Records Requests**

- 19.2.3.1 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 § 74-113 Idaho Code].
- 19.2.3.2** If the request is to inspect original documents the Secretary/delegate shall take such reasonable steps as is required to assure and prevent alteration of any public record produced.
- 19.2.3.3** 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/ 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/delegate or designee who facilitates the request at other than working hours which must be paid in advance.
- 19.2.3.4** The Secretary/delegate shall charge public record production fees as provided in this title in advance of the production of the public record.

**Title 19 - Chapter 3**  
**Public Records Copying Fees**

[Amended by Resolution 2015-09, Passed on 6-10-15]

- 19.3.1** The Board of Commissioners does hereby exercise its authority to adopt a public records copying fee schedule pursuant to Idaho Code § 74-102 (10) (b).
- 19.3.2** It is found that the Public Records Copying Fee Schedule herein adopted reflects the actual costs incurred by this District for the of copying 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 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.
- 19.3.3** The following Public Records Request Fee Schedule is adopted:
- 19.3.3.1** Certification of Records \$1.00 per certification
- 19.3.3.2** Copying Costs: \$0.25 per page for all copies in excess of 100 pages.
- 19.3.4** Labor costs for requests involving more than 2 hours of labor in responding but not including time for preparing the first 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 \$25.00 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.
- 19.3.5** Duplication of computer tape, computer disc, microfilm or similar or analogous record system: actual costs incurred by District for duplication.
- 19.3.6 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:
- 19.3.6.1** Is likely to contribute significantly to the public's understanding of the operations or activities of the government; and
- 19.3.6.2** 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
- 19.3.6.3** Would not otherwise occur because the requester has insufficient financial resources to pay such fees.

## **TITLE 20 RECORDS**

### **Title 20 - Chapter 1 Guidelines**

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

- 20.1.1.1** The Kuna Rural Fire District has and will continue to generate and receive various Fire District records and
- 20.1.1.2** 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
- 20.1.1.3** 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
- 20.1.1.4** 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
- 20.1.1.5** Idaho Code § 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
- 20.1.1.6** 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.

#### **20.1.2 Operational Guidelines**

- 20.1.2.1** Fire District commissioners and staff are encouraged, when communicating on matters of Fire District business, to not include and/or mix the same with personal or unrelated business communications; and
- 20.1.2.2** Fire District commissioners and 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

**20.1.2.3** The Board of Commissioners' meeting agenda should include, as is reasonably necessary to:

**20.1.2.3.1** Classify Fire District records as required under this Title; and

**20.1.2.3.2** Approve the deletion and/or destruction of Fire District records.

**20.1.2.4** 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* directive to Fire District commissioners, staff and agents until thereafter authorized by the Commissioners.

## **Title 20 - Chapter 2 Records**

**20.2.1 Fire District Records** shall consist of any writing containing information relating to the conduct or administration of the Fire District's business prepared, owned, used or retained by the Fire District but do not include "Non-Fire District Records" herein Section 20.2.2 defined; and

**20.2.2 Non-Fire District Records** are not included as Fire District Records and shall consist of:

**20.2.2.1** Identical copies of records maintained by the Fire District Secretary; and

**20.2.2.2** Drafts of any communication or document of any kind not sent or communicated to any person other than the originator; and

**20.2.2.3** Communications, materials, and/or documents of any kind received from outside originators [sources other than Fire District agents] which require no action and of which an identical copy is retained by the Fire District Secretary; and

**20.2.2.4** Communications, materials, and/or documents which are not related to the conduct or administration of the Fire District's business; and

**20.2.2.5** 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 Fire District's business.

**20.2.2.6** Draft documents originated by Fire District agents which are the subject of

official approval either by the Board of Commissioners or by a Fire District official [including the Chief, Assistant Chief, Secretary, Treasurer and/or Attorney].

**20.2.2.6.1** 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 Board of Commissioners or Fire District Official and is therefore not an official record relating to the conduct or administration of the Fire District's business. Approved documents do not contain this Caution header.

### **Title 20 - Chapter 3 Records Classification**

[Amended by Resolution 2015-09, Passed on 6-10-15]

Kuna Rural Fire District records shall be classified as follows:

**20.3.1 Permanently and Indefinitely Retained Records** consist of:

**20.3.1.1** A **Minute Book** in which must be recorded all orders and decisions made by the Board of Commissioners and the proceedings at all regular and special meetings of the Board of Commissioners; and

**20.3.1.2** A **Resolution Book** containing all resolutions and stating the date adopted.

**20.3.2 Permanent Records** shall consist of, but not be limited to, the following: 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.

**20.3.3 Ambulance Service/EMS Records:** shall consist of records which concern the rendering of EMS and/or Ambulance transport services including billing documents for those services.

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

**20.3.5 Temporary Records** shall consist of, but not be limited to, the following: 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.

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

**20.3.7 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 I. C. §§ 74-104 through 74-107.

## **Title 20 - Chapter 4 Records Retention**

**20.4.1** 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.

**20.4.2** Fire District Records shall be retained as follows:

**20.4.2.1 Permanently and Indefinitely Retained Records** shall be retained permanently and indefinitely.

**20.4.2.2 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.

**20.4.2.3 Ambulance Service / EMS Records**

**20.4.2.3.1** Ambulance Service/EMS Records shall be retained for not less than seven (7) years (includes sufficient time for audit purposes); and

**20.4.2.3.2** Ambulance Service/EMS Records involving the care and/or services to persons under the age of eighteen (18) years a minimum of seven (7) years; and

**20.4.2.3.3** Ambulance Service/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].

- 20.4.2.4 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.
- 20.4.2.5 Temporary Records** shall be retained for not less than two (2) years.
- 20.4.2.6 Unclassified Records** are retained until their destruction is authorized by the Board of Commissioners.
- 20.4.2.7 Authorized Destruction:** 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. 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.
- 20.4.2.8 Non-Fire District Records** are not governed by the Policy for retention and do not require retention scheduling or destruction authorization or reporting by the Board of Commissioners.

## **Title 20 - Chapter 5 Electronic Records**

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

- 20.5.1.1** Are classified and retained for the same length of time as paper documents would be retained having the same content; and
- 20.5.1.2** 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.

### **20.5.2 E-mail Guidelines**

- 20.5.2.1** 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.
- 20.5.2.2** The responsibility for the retention of e-mail is subject to the following Fire District guidelines:
  - 20.5.2.2.1** Retention of e-mail originated by Fire District staff is the

responsibility of the originator;

**20.5.2.2.2** 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.

### **20.5.3 Digital Records Storage Policy**

*[Added by Resolution-2013-15 passed on 8/14/2013]*

**20.5.3.1 Purpose:** The day-to-day business of the Fire District and its fire prevention and lifesaving services involve an ever increasing usage of digital/electronic communications and records. The Fire District records policy protects the District's ability to store and retain its records and maintain a line of demarcation between District records and communications and personal records and communications generated by board members, administrators, firefighters, EMS providers and trainees.

#### **20.5.3.2 Definitions**

**20.5.3.2.1 Cloud Computing:** means and refers to services delivered over the Internet to a program installed on a computer. Data is held by a third-party service provider and may then be accessed from various devices and locations.

**20.5.3.2.2 Fire District Electronic Records Storage Locations:** means and refers to the following digital/electronic storage facilities or services:

- District Server;
- District Computers;
- District Mobile Digital Devices;
- Employees' computers and mobile digital devices;
- A cloud service serving the Fire District.

**20.5.3.2.3 Modalities for creating Fire District Electronic Records:** means and refers to the following devices:

- Fire District computer system;
- Laptops;
- Mobile Digital Devices [e.g. Tablet PCs - Apple iPad, Samsung Galaxy, HP TouchPad, Microsoft Surface, etc. and Mobile Audio/Video Players - iPod, MP3];
- e-Reader Tablets [e.g. Nook and Kindle];
- Smartphones; and/or, Cameras.

**20.5.3.2.4 Producers of Fire District Records:** means and refers to commissioners, administrators, employees, paid full-time firefighters, paid/on call firefighters, EMS providers and trainees of the District.

**20.5.3.3 Designated Storage Facilities for Fire District Records**

**20.5.3.3.1** Producers of Fire District Records shall, in the generation of digital/electronic records or communications involving Fire District business, use Fire District Electronic Records Storage Locations. In the event Fire District Electronic Records Storage Locations are not available at the time of the need to generate the record or communication, then as soon as practical that record of communication shall be transferred to a designated Fire District Electronic Records Storage Location under the direction of the Secretary and, in the case of personnel records, under the direction of the Fire Chief, the Secretary and/or the District Legal Counsel depending upon who is the custodian.

**20.5.3.3.2** Producers of Fire District Records shall not use cloud storage facilities or services, other than District cloud storage services if available, when conducting District business while using District digital/electronic equipment. Storage of Fire District Electronic Records on a cloud service serving the Fire District should be utilized only on a limited basis.

**20.5.3.3.3** A cloud service which is a personal service to the employee is not a designated storage facility for Fire District records.

**20.5.3.3.4** Use or storage of personal records or communications on Fire District Electronic Records Storage Locations is prohibited.

**20.5.3.3.5** Trainees, in the generation of digital electronic records or communications in the pursuit of their education, are not generating District records or communications and are not required to store the same on District equipment or digital/electronic storage facilities or services. Trainees may store records and communications that are directly related to their pursuit of education on the equipment issued to them by the District for that purpose.

**20.5.3.4 Cloud Storage:** Reasonable precautions shall be taken to protect Fire District information and to ensure that Fire District information remains confidential. Data stored on a cloud must have security measures in place to protect confidential data and to determine that the data is being accessed by an appropriate user.

**Title 20 - Chapter 6**  
**Personnel Records Disclosure**

[Amended by Resolution 2015-09, Passed on 6-10-15]

**20.6.1 Findings:** The Board of Commissioners of the Kuna Rural Fire District, Ada and Canyon Counties, Idaho, finds:

- 20.6.1.1** The Kuna Rural Fire District is a governmental subdivision of the state of Idaho and a body politic and corporate. The Commissioners of this Fire District have discretionary powers to manage and conduct the business and affairs of the district; and
- 20.6.1.2** The Board of Commissioners has the authority to hire, pay, promote, set compensation and benefit levels, discipline and terminate district employees, contractors and agents [I.C. 31-1417]; and
- 20.6.1.3** In order to conduct the necessary business of this Fire District, it has been, is and will continue to be necessary for the Fire District to have employees; and it is a necessary part of that process to maintain personnel records regarding all of its employees on matters relevant to their employment; and
- 20.6.1.4** Idaho's Public Record Law at Idaho Code § 74-106 provides that all personnel records of current or former personnel are exempt from disclosure by public records request except for employment history, classification, pay grade and step, longevity, gross salary and salary history, status and workplace and identification of employing agency; and all other personnel information relating to any Fire District employee or applicant shall not be disclosed to the public without the employee's or applicant's written consent.
- 20.6.1.5** It is found to be in the best interest of the administration of the maintenance and disclosure of Fire District personnel records to establish a policy to facilitate the operational need to access those records and to facilitate authorized access and disclosure of said records.
- 20.6.1.6** From time to time there will be requests for personnel records which are not otherwise authorized for disclosure under the public records law, for which the District should have a form to enable this process.
- 20.6.1.7** The Board of Commissioners finds that it is advisable to provide a process and to adopt a request form for the release of an employee's personnel file in order to obtain authorization from the employee, to collect fees related to the copying of personnel records and in order to consider and process requests made to the Fire District for personnel records; and
- 20.6.1.8** The Board of Commissioners finds that the Personnel Record Request and

Release Authorization Form and personnel record release process herein set forth accomplishes the goals of the Board of Commissioners in this regard.

**20.6.2 Definitions:** Wherever used herein, the following terms shall have the following meaning, unless the context indicates to the contrary:

**20.6.2.1 Disclosure:** means and refers to permit access to or release, transfer, copy or other communication of personnel records or any information contained therein to any person or entity by any means, including oral, written or electronic means.

**20.6.2.2 Employee:** means and refers to any current and past employee of this Fire District, including members of the Board of Commissioners.

**20.6.2.3 Fire District:** means and refers to the Kuna Rural Fire District, a governmental subdivision of Idaho organized and existing under and by virtue of the Laws of the State of Idaho, located in Canyon and Ada Counties, Idaho.

**20.6.2.4 Personnel Records:** means and refers to those records maintained by the Fire District in the normal course of its business that are directly related to an employee, former employee or an applicant for employment. This definition includes information recorded in any way, including by not limited to paper, tape, film, microfilm, microfiche or electronic.

**20.6.2.5 Release Authorization:** means and refers to the **Personnel Records Request and Release Authorization [Appendix 20.6.2]** which is herein adopted for use and included in this definition by reference.

**20.6.3 Personnel Records Disclosure Policy:** The Board of Commissioners adopts the following policy for the Disclosure of Personnel Records under the jurisdiction of Kuna Rural Fire District:

**20.6.3.1 Personnel Records Custody and Maintenance:** The custody and maintenance of Personnel Records are under the direction and control of the following:

**20.6.3.1.1** The Board Attorney has custody and maintenance of the Personnel Records of the Fire Chief, Secretary, Treasurer, Officer of Administration and the Fire Code Official.

**20.6.3.1.2** The Secretary has custody and maintenance of the Personnel Records of the Board Attorney.

**20.6.3.1.3** The Fire Chief has the custody and maintenance of the Personnel Records of all other employees of the Fire District not otherwise provided for in this Section.

**20.6.3.1.4** In the event any of the following positions: Fire Chief, Secretary,

Treasurer, Officer of Administration, Fire Code Official or Board Attorney is held by an independent contractor or by a Commissioner of the Fire District, then in that event, there will be no personnel file maintained for anyone holding any of these positions in such capacity.

**20.6.3.2 Access and Disclosure of Personnel Records:** Personnel Records are not subject to Disclosure without the written Release Authorization of the employee, except for the following:

**20.6.3.2.1** Upon request to the Fire District Chief, the Employee may have access to review his/her Personnel Records at a reasonable time as established by the Secretary; and

**20.6.3.2.2** Disclosure to a supervisory employee and to the Fire District Chief as is needed to conduct the business of the Fire District or in the management of employee or in the process of a grievance; and

**20.6.3.2.3** Disclosure at a grievance hearing wherein the contents of the Personnel Record are relevant to the issues of the grievance; and

**20.6.3.2.4** Disclosure to the Fire District's legal counsel as is reasonable necessary in the defense of claims against the Fire District; and

**20.6.3.2.5** Disclosure pursuant to a validly issued subpoena or court order pursuant to any legal and/or investigation by a court or administrative agency with subpoena and/or commission authority which has jurisdiction over the Fire District in the matter; and

**20.6.3.2.6** Disclosure of employment history, classification, pay grade and step, longevity, gross salary and salary history, status and workplace and identification of employing agency pursuant to a public records request.

**20.6.3.3 Process of Personnel Records Disclosure**

**20.6.3.3.1** All requests for Disclosure of Personnel Records are to be made to the Fire District Recording Secretary/Bookkeeper or Fire District Chief.

**20.6.3.3.2** The Fire District Chief determines under this policy provision whether or not the Disclosure can be made.

**20.6.3.3.3** In the event the Disclosure is requested pursuant to a validly issued subpoena or court order pursuant to any legal and/or investigation by a court or administrative agency with subpoena and/or commission authority which has jurisdiction over the Fire District,

unless prohibited by Court Order, the Employee shall be given notice of the request and an opportunity to seek legal advice and opportunity to show cause to the Fire District Chief why it is illegal to make the Disclosure.

**20.6.3.3.4** In the event the Disclosure is made of employment history, classification, pay grade and step, longevity, gross salary and salary history, status and workplace and identification of employing agency pursuant to a public records request, the employee shall be notified, and the Fire District Chief shall provide in the employee’s Personnel Record a copy of the Records Request and the response.

**20.6.3.3.5** In the event the Fire District Chief makes a Disclosure of Personnel Records pursuant to a written Release Authorization of the employee, the original of the same shall be placed in the employee’s Personnel Record.

**Title 20 - Chapter 7**  
**Records Custody, Control and Access Designations**

[Chapter 7 added by Resolution 2018-10, Passed on 5/9/18]  
 [20.7.1 and chart amended by Resolution 2018-19, passed on 7/11/18]

**20.7.1 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.

**20.7.2 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 Kuna RFD Policy Code Section 20.3.1]	Secretary <ul style="list-style-type: none"> <li>• Minute Book</li> <li>• Resolution Book</li> </ul> District Administrator <ul style="list-style-type: none"> <li>• <i>Fire District Development Impact Fee Capital Trust Fund</i> records and all records associated with the administration of</li> </ul>	Any official of the District subject to obtaining permission from the officer with control.

	<p style="text-align: center;"><i>Title 27 Fire District Impact Fee Policies</i></p>	
<p>Ambulance Service/EMS Records [see Kuna RFD Policy Code Section 20.3.2]</p>	<p>Secretary</p> <ul style="list-style-type: none"> <li>• Records which concern the rendering of EMS and/or Ambulance transport services including billing documents for those services</li> </ul>	<ul style="list-style-type: none"> <li>• Treasurer for billing purposes</li> <li>• Fire Chief, Assistant Fire Chief and EMS providers as is needed to promulgate and review said records in the conduct of the duty of their official position in the conduct of the Fire District’s Service.</li> </ul>
<p>Permanent Records [see Kuna RFD Policy Code Section 20.3.2]</p>	<p>Secretary:</p> <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> <p>Fire Code Official:</p> <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</li> </ul>	<p>Any official of the District subject to obtaining permission from the official with control.</p>

	<p>Code (Section 104.6) as adopted by the State Fire Marshal,</p> <p>Treasurer:</p> <ul style="list-style-type: none"> <li>• bond register, warrant register, budget records, general ledger, cash books</li> </ul>	
<p>Semi-Permanent Records [see Kuna RFD Policy Code Section 20.3.3]</p>	<p>Secretary regarding:</p> <ul style="list-style-type: none"> <li>• Claims, contracts, election records</li> </ul> <p>Treasurer regarding:</p> <ul style="list-style-type: none"> <li>• canceled checks, warrants, duplicate warrants purchase orders, vouchers, duplicate receipts, bonds and coupons, registration financial records,</li> </ul> <p>Fire Code Official regarding:</p> <ul style="list-style-type: none"> <li>• license/permit applications, building applications for commercial projects and government buildings, departmental reports,</li> </ul>	<p>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 which also require permission of District attorney and the Board of Commissioners.</p>
<p>Temporary Records [see Kuna RFD Policy Code Section 20.3.5]</p>	<p>Secretary:</p> <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>	<p>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..</p>

	<p>Fire Code Official:</p> <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> <p>Treasurer:</p> <ul style="list-style-type: none"> <li>• cash receipts subject to audit,</li> </ul>	
<p>Personnel Records</p>	<p>See Section 20.6.3.1 of this Policy Code</p>	<p>See Section 20.6.3 of this Policy Code</p>

## **TITLE 21 TORT CLAIMS**

### **Title 21 - Chapter 1 Service of Tort Claims**

**21.1.1 Idaho Code Requirements:** Idaho Code § 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 10 Idaho Code] against the Kuna Rural Fire 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 Kuna Rural Fire District.

**21.1.2 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 Kuna Rural Fire 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.

**21.1.3 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.

**21.1.4 Secretary Authorized for Service:** No employee or officer or Commissioner or agent of the Kuna Rural Fire 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 Secretary and/or the Secretary's designee, which designee shall be approved by the Commissioners.

**21.1.5 Fire District Chief as Chief Executive Officer for Service:** For all purposes of this section and Idaho Rules of Civil Procedure Rule 4(d)(5), the Fire District Chief of the Kuna Rural Fire District is hereby established as the Chief Executive office of this Fire District for all purposes of accepting service of process.

### **Title 21 - Chapter 2 Process of Tort Claims**

**21.2.1 Notification:** At such time as a tort claim and/or summons and complaint is properly served upon the 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.

**21.2.2** 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 § 6-909.

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

**21.2.4** 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 22 PRIVACY POLICY**

### **Title 22 - Chapter 1 HIPAA Policy**

- 22.1.1** 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 Kuna Rural Fire District has adopted a Privacy Policy.
- 22.1.2** A **Notice of Privacy Practices** has been prepared and adopted by the Board of Commissioners to advise persons who receive medical transportation, fire protection services, emergency medical services and related services from the Fire District of this Privacy Policy; and
- 22.1.3** 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.
- 22.1.4 Privacy Agent:** The Board of Commissioners of the Kuna Rural Fire 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.
- 22.1.5 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.

### **Title 22 - Chapter 2 Forms**

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

- 22.2.1 Notice of Privacy Practices:**  
See **Appendix 22.2.1**
- 22.2.2 Authorization Form:**  
See **Appendix 22.2.2**

## **TITLE 23 ANNEXATIONS; MASTER PLAN**

### **Title 23 - Chapter 1 Annexation Petition Protocol and Process**

**23.1.1** The Protocol and Process for Annexation Petitions of Real Property within Ada County is as follows: [I.C. § 31-1411]:

**23.1.1.1** The Annexation Petition Form is completed by the Petitioner [See **Appendix 23.1.1.1 - Revised Petition for Annexation Form [Ada County Property]**]; and

**23.1.1.2** The Petition is presented to the Recording Secretary, who conducts a preliminary review to determine if the petition is complete. It should include (as is relevant):

**23.1.1.2.1** Proof of ownership/ownership interest;

**23.1.1.2.2** A correct legal description;

**23.1.1.2.3** A true and correct copy of the last deed of record of the subject real property showing the ownership.

**23.1.1.2.4** 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.

**23.1.1.2.5** A statement that, in the event the Commissioners of the Kuna Rural Fire District grant this petition, your petitioner/s will provide five (5) Maps prepared in a draftsman like manner which plainly and clearly designate the existing boundaries of the Kuna Rural Fire District and include and depict the subject annexation.

**23.1.1.2.6** Proof that payment of the Initial Annexation Petition Filing Fee has been made.

**23.1.1.3** 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.

**23.1.1.4** 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.

**23.1.1.5** 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 issue of *Kuna Melba News*.

### **23.1.2 Preparation for Public Hearing**

**23.1.2.1** Notice of Hearing is prepared by the Fire District Attorney; publication in at least one issue is under the direction of the Recording Secretary in the *Kuna Melba News* [official paper of the fire district published within the boundaries of the Fire District].

**23.1.2.2** 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 [See **Appendix 23.1.2.2 - Annexation Petition Staff Report Form**].

**23.1.2.3** 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. [See **Appendix 23.1.2.3 - Preliminary Deliberation Worksheet**]

**23.1.2.4** The Recording Secretary distributes to Commissioners the **Deliberation Worksheet** [**Appendix 23.1.2.4a**] and the **Hearing Format** [**Appendix 23.1.2.4b**] prepared by the Fire District Attorney. Prior to the hearing, the Recording Secretary also includes for the record of the proceedings as exhibits:

**23.1.2.4.1** Petition and all attachments for annexation;

**23.1.2.4.2** Recording Secretary written report;

**23.1.2.4.3** Fire Chief written report;

**23.1.2.4.4** Sign-up sheet for witnesses [See **Appendix 23.1.2.4.4**];

**23.1.2.4.5** Exhibit list [See **Appendix 23.1.2.4.5**];

**23.1.2.4.6** Other pre-marked and offered exhibits

### **23.1.3 Public hearing is conducted**

#### **23.1.3.1 The Chairman and Commissioners:**

**23.1.3.1.1** Conduct the hearing using the Hearing Format and proceed from receipt of testimony and evidence to deliberation using the deliberation worksheets; then

**23.1.3.1.2** Make a preliminary determination; and

**23.1.3.1.3** Direct the Fire District counsel to prepare the Findings of Fact, Conclusions of Law and Order of [Approval or Denial] of Annexation; and

**23.1.3.1.4** 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.

**23.1.3.2** The Fire District Attorney prepares Findings of Fact and Conclusions of Law and Decision as directed by the Commissioners.

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

#### **23.1.4 Process following Adoption of Findings, Conclusions and Order**

**23.1.4 .1** The Recording Secretary provides to Petition billing for all additional charges for annexation fees.

**23.1.4 .2** Petitioner pays additional charges. [Annexation process stops at this stage until all payments required of the Petitioner have been made.]

**23.1.4 .3** The Fire District Secretary issues the following Certificate to the Ada County Commissioners:

**CERTIFICATE OF SECRETARY  
OF THE  
KUNA RURAL FIRE DISTRICT**

I, the undersigned, do hereby certify that:

1. I am the duly appointed and serving Secretary of the Kuna Rural Fire District, Ada/Canyon Counties, State of Idaho whose address is 150 W Boise Street, Kuna, ID 83634.

2. As the Secretary, I am required by Idaho Code § 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 County, and the Kuna Rural Fire Protection Board of Commissioners does hereby request that the Board of County Commissioners of Ada 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 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 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 § 63-215(1).

**23.1.4.4** 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.

**23.1.4.5** The Recording Secretary monitors the progress of the annexation by Ada County Commissioners and the State Tax Commission to confirm annexation completed to the Board of Commissioners of the Fire District.

## **Title 23 - Chapter 2 Annexation Fees**

### **23.2.1 Findings**

**23.2.1.1** The State of Idaho, under authority of Idaho Code § 63-1311, provides that the 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

**23.2.1.2** 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.

**23.2.1.3** The Board of Commissioners has provided all notice and conducted a public hearing on April 8, 2009 at the Administrative offices of the Kuna Rural Fire District in accordance with the provisions of Idaho Code § 63-1311A prior to the adoption of this Resolution.

**23.2.2 Action**

**23.2.2.1** The annexation fee schedule adopted by the Board of Commissioners on March 14, 2007 as Resolution No. 07-05 is hereby repealed.

**23.2.2.2** 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.

**KUNA RURAL FIRE 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.

**Category 3 Annexation:** Category 3 Annexations include subject real property which any part or the whole thereof is in an adjoining county of then-existing Fire District boundaries.

**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**

<b>Category 1</b> [Petitions for Annexation within same county of then-existing Fire District boundaries.]	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.	<b>\$300.00</b> + actual expense of legal notice advertisement + upon Order of annexation, actual map expense
<b>Category 2</b> [Petitions for Annexation within same county of then-existing Fire District boundaries]	As determined by the Chief	<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
<b>Category 3</b> [Petitions for Annexation of territory in adjoining county of then-existing Fire District boundaries]		<b>\$500.00</b> + advertisement, petitioner meetings, agreement negotiation expenses, including staff time and legal expenses for meetings and drafting agreement/s + upon Order of annexation, map expense

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.

## **Title 23 - Chapter 3 Master Plan**

**23.3.1 Introduction:** This Master Plan was approved by the Board of Commissioners on January 9, 2008.

**23.3.1.1 Authority:** The Kuna Rural Fire District is organized and exists in Ada and in Canyon Counties as a rural fire district pursuant to Chapter 14 of Title 31 Idaho Code. The Board of Commissioners is the governing body of the Rural Fire District and has the responsibility, authority and power to protect property against fire and to preserve life and to enforce fire codes and other rules as are adopted by the State Fire Marshal for the public benefit, use and purpose within the boundaries of this Fire District [I.C. §§ 31-1401, 31-1416 and 31-1417]. In this regard, the Board of Commissioners has the discretionary power to manage and conduct the business and affairs of the Fire District. This includes the power to adopt such rules and resolutions as may be necessary to carry out the Board's duties and responsibilities, to enforce the fire code and rules adopted by the state fire marshal and to charge and collect reasonable fees for services provided to residents as provided in I.C. §§ 63-1311, 63-1311A and 31-1417 (5), (9) and (10). The Board of Commissioners also has the duty to levy and apply such taxes for purposes under its exclusive jurisdiction as authorized by law and to approve the annual district budget [I.C. § 31-1417(3)].

**23.3.1.2 Purpose:** A master plan is the foundation upon which the Board of Commissioners can accomplish its purposes herein stated. It is the intent and purpose of the Board of Commissioners in this Master Plan to set forth criteria for administration of the Fire District operations in relation to the management of development and annexations in a manner which:

**23.3.1.2.1** Establishes and consistently maintains an optimum level of services and identifies special hazards of occupancy and difficulty for fire apparatus; and

**23.3.1.2.2** Plans for the immediate and the reasonably foreseeable future development and improvement of real property within the Fire District; and

**23.3.1.2.3** Plans for reasonably foreseeable territory which is suitable for annexation; and

**23.3.1.2.4** Establishes the basis for the analysis of and determination of development requirements for new development of real property to insulate against additional property tax burden upon other property within the Fire District and to provide for the maintenance of optimum level of services.

**23.3.1.3 Establishment of a Master Plan:** In accordance with the stated purposes herein, the Board of Commissioners of the Kuna Rural Fire District does hereby establish this Master Plan for its use and as guidance in discretionary decision-making as that relates to the providence of services, including permitting pursuant to the International Fire Code within the boundaries of the Fire District and as the same may apply to new growth and development of lands within and lands annexed into the Fire District.

**23.3.1.4 Evolving Master Plan:** This Master Plan is a working evolving plan and will be subject to modification and amendment at the discretion of the Board of Commissioners as it sees fit in accordance with the information relied upon.

**23.3.1.5 Essential Components of Fire Protection and Life Preservation Services:**

**23.3.1.5.1** Trained professional personnel, including management;

**23.3.1.5.2** Facilities to house personnel and equipment;

**23.3.1.5.3** Proximity and access to lands and persons in need of services;

**23.3.1.5.4** Vehicular, firefighter and EMS equipment and supplies;

**23.3.1.5.5** Adequate water supply for fire suppression;

**23.3.1.5.6** Financial support to pay for personnel, equipment, facilities and management.

**23.3.1.6 Master Plan Considerations:** Factors of Master Plan considerations include:

**23.3.1.6.1** Firefighting Service, Fire Prevention Service and EMS Service to be provided;

**23.3.1.6.2** Levels of service;

**23.3.1.6.3** Proximity of service;

**23.3.1.6.4** Development, annexation and permitting considerations;

**23.3.1.6.5** Facilities;

**23.3.1.6.6** EMS and firefighting vehicles, equipment and supplies;

**23.3.1.6.7** EMS and firefighting personnel;

**23.3.1.6.8** Relationships with other districts, cities and/or counties in providing fire protection and EMS services;

**23.3.1.6.9** Costs of providing firefighting, fire prevention and EMS services

### **23.3.1.7 Neighboring Fire Protection Agencies**

**23.3.1.7.1 Canyon County:** All areas adjacent to the Fire District within Canyon County are currently within a rural fire district. This includes the Nampa Fire Protection District to the west and north and the Melba Rural Fire Protection District to the south.

**23.3.1.7.2 Ada County to the North:** All areas adjacent to the Fire District on the north are currently within a rural fire district or city, which include the Meridian Rural Fire Protection District, the Whitney Fire District and the City of Meridian.

**23.3.1.7.3 Ada County to the South:** All areas adjacent to the Fire District, except for approximately one and a quarter (1 ¼) section, are under the ownership of the United States Government and are not within a fire district and are not developed.

**23.3.1.7.4 Ada County to the East:** The areas adjacent to the Fire District and proceeding east into Elmore County include a large area that is privately owned but not within a fire district. This area extends from Mayfield to the Upper Blacks Creek Road area on the east to the City of Boise impact area on the north and is bounded by an area under ownership of the United States Government on the south. The prospects for rapid growth in Ada County occurring in this area and running into Elmore County are very high and immediate. The prospects for fire protection and life preservation services, other than EMS transport services by the Ada County Ambulance District, are unlikely for this area. The prospects for the establishment of a new fire district or annexation or incorporation of a city to provide those services are remote. This Fire District has annexed small parcels in this area and is providing services by contract in this area as well.

**23.3.2 Designated Master Plan Service Areas:** It is recognized that the land use and development of lands within the Fire District pose logistical challenges for the providing of services, as part of the Fire District is urban and part is rural and part is subject to increasing development and urbanization while other lands have been developed and remain primarily agricultural and there are other lands within the Fire District which are in their natural state. Because of these conditions and in order to maximize efficiencies for planning and permit enforcement purposes, the Board of Commissioners establishes the following Master Planning Service Areas [For the planning boundaries, see **Appendix 23.3.2 - Master Plan Planning Areas Map**].

**23.3.2.1** Kuna Urban North

**23.3.2.2** Kuna Urban South

23.3.2.3 Kuna Mora-Pleasant Valley

23.3.2.4 Blacks Creek East

23.3.2.5 Mayfield Springs East

### 23.3.3 Current Facilities, Equipment, Personnel and Capacity

#### 23.3.3.1 Current Facilities Resource and Capacity - Fire Station No. 1

**23.3.3.1.1 Operational Life Expectancy:** Building: 15 to 40 years [see audit report]; Equipment: 5 to 20 years [see audit report]

**23.3.3.1.2 Service and Service Range Capacity to provide Services to Master Plan Planning Areas:**

**23.3.3.1.2.1 Kuna Urban North:** This planning area is served by Fire Station No. 1 which is reasonably anticipated to continue for the foreseeable future unless there is build out and/or dense residential or significant industrial development within the planning area. With increased population and in the event Fire Station No. 2 becomes operational, parts of this planning area may be served from Fire Station No. 2.

**23.3.3.1.2.2 Kuna Urban South:** The area within the Fire District and within this planning area is served by Station No. 1. There currently exist response time issues in delay due to the railroad tracks. There is no overpass or tunnel to cross the railroad tracks, which delays response at times when the crossings are blocked by trains. Areas to the west of the City of Kuna would be better served by Station No. 1 with the construction of a railroad overpass or a tunnel. Areas to the south of the City of Kuna and beyond experience response delays due to distance from this station. The service issues existing from Station No. 1 could be eliminated with the construction of a station south of the railroad tracks within this planning area. Development of any area south of the existing boundaries of the Fire District within this planning area would result in occupancies of a hazardous nature with the special hazard of delayed response time, distance and

access from Fire Station No. 1 until a fire station becomes operational within this planning area south of the railroad tracks. The annexation and development of any area south of the existing boundaries of the Fire District within this planning area is the proper subject of Additional Fire Protection Systems as provided in § 901.4.3 of the International Fire Code.

**23.3.3.1.2.3 Kuna Mora-Pleasant Valley:** Development of any area not within the existing boundaries of the Fire District within this planning area would result in occupancies of a hazardous nature with the special hazard of delayed response time, distance and access from Fire Station No. 1 until a Fire Station No. 2 becomes operational [would provide service to northwest portions of this planning area] or another fire station facility becomes operational within this planning area that is within reasonable response time proximity at least equal to “Response Time B”. The annexation and development of any area not within the existing boundaries of the Fire District within this planning area is the proper subject of Additional Fire Protection Systems as provided in § 901.4.3 of the International Fire Code.

**23.3.3.1.2.4 Blacks Creek East:** Cannot be served by Fire Station No. 1. There should be no annexation within this planning area without the construction of a fire station within this planning area.

**23.3.3.1.2.5 Mayfield Springs East:** Cannot be served by Fire Station No. 1. There should be no annexation within this planning area without the construction of a fire station within this planning area.

## **23.3.3.2 Current Facilities Resource and Capacity - Fire Station No. 2**

**23.3.3.2.1 Operational Life Expectancy:** Not Operational

**23.3.3.2.2 Service and Service Range Capacity to provide Services to Master Plan Planning Areas:**

**23.3.3.2.2.1 Kuna Urban North:** If Fire Station No. 2 became operational, the eastern half of this planning area could be served and would be benefited by backup service to Station No. 1.

**23.3.3.2.2.2 Kuna Urban South:** If Fire Station No. 2 became operational, the north eastern portion of this planning area could be served and would be benefited by backup service to Station No. 1.

**23.3.3.2.2.3 Kuna Mora-Pleasant Valley:** If Fire Station No. 2 became operational the northwestern quarter of this planning area would be benefited primarily and response times would be greatly reduced to the northern two thirds (2/3) of this planning area.

**23.3.3.2.2.4 Blacks Creek East:** Cannot be served by Fire Station No. 2

**23.3.3.2.2.5 Mayfield Springs East:** Cannot be served by Fire Station No. 2

**23.3.3.3 Current Facilities and Equipment Value and Fund Balance**

FACILITIES/EQUIPMENT DESCRIPTION	ASSET VALUE [PER 2006 YEAR AUDIT]	EQUITABLE INVESTMENT VALUE OF PROPERTY WITHIN FIRE DISTRICT
<b>Fire Station No. 1 Land, facility and equipment, fund balance and tax revenue less bonded and lease indebtedness</b>	Land \$ 27,000	<b>Kuna Urban North</b> All of this planning area is within the Fire District and therefore has a proportional equity in accordance with the assessed valuation of properties within each of the other planning areas which are currently within the Fire District boundaries.
	<b>Building and Improvements</b>	
	net of \$1,010,025	
	less accumulated depreciation (326,342)	
	SUBTOTAL \$ 710,683	
	<b>Equipment net of</b> \$ 326,342	<b>Kuna Urban South</b> Roughly the northern two thirds (2/3) of this planning area is within the existing Fire District and has a proportional equity in accordance with the assessed valuation of properties within each of the other planning areas currently within the Fire District boundaries.
	<b>Accumulated Depreciation</b>	
	net of \$ 332,758	
	Accumulated Depreciation	
	SUBTOTAL \$ 383,114	<b>Kuna Mora-Pleasant Valley</b> The area within this planning area on the west is within the existing Fire District and would have a proportional equity in accordance with the assessed valuation of properties within each of the other planning areas which are currently within the Fire District boundaries.
Deferred Revenue [uncollected tax]		
SUBTOTAL \$ 404,119		
Interest on Long-term Debt		
SUBTOTAL (\$ 12,636)		
<b>Long Term Liabilities:</b>		
<b>Bonds Payable General Obligation</b>		
<b>Bonds Series 1996</b>		
Original \$ 850,000		
Debt outstanding as of 12-31-06 \$ 515,000		
<b>General Obligation Bonds Series</b>		

	<b>1981</b>	<b>Blacks Creek East</b>
	Original \$ 160,000 Debt outstanding as of 12-31-07 \$ 42,471 Total General Obligation Bond Indebtedness as of 12-31-06 SUBTOTAL (\$ 557,471)	No equity
	<b>Capital Lease on Equipment</b>	<b>Mayfield Springs East</b>
	Original \$ 504,255 Debt outstanding as of 12-31-06 SUBTOTAL (\$ 73,946)	No equity
	<b>Compensated absences payable</b> (\$ 16,586)	
	<b>Net assets</b> as of 12-31-06 \$ 1,671,695	

#### 23.3.3.4 Current Personnel Resources and Capacity

DESCRIPTION	SHIFT DESCRIPTION	NUMBER AVAILABLE PER SHIFT	FACILITY ASSIGNED
Paid Firefighters	24 hours	2	Fire Station No. 1
Volunteer Firefighters	On call	30	Fire Station No. 1
Paid EMS Personnel	24 hours	2 [same as firefighters]	Fire Station No. 1
Volunteer EMS Personnel	On call	30	Fire Station No. 1
Administration	40 hrs per week	1	Fire Station No. 1

#### 23.3.3.5 Current Equipment Resources and Capacity

DESCRIPTION	OPERATIONAL LIFE EXPECTANCY	FACILITY ASSIGNED
Fire Fighting Vehicular Equipment	7	Fire Station No. 1
EMS Vehicular Equipment	2	Fire Station No. 1
Fire Fighting Equipment		Fire Station No. 1
EMS Equipment		Fire Station No. 1
Fire Fighting Personnel Equipment		Fire Station No. 1
EMS Personnel Equipment		Fire Station No. 1

#### 23.3.3.6 Incidents Responded to by Fire District [2006/2007]

TYPE	TOTAL	NUMBER WITHIN PLANNED SERVICE AREA [% OF TOTAL]				
		KUN	KUS	KMPV	BCE	MSE
Commercial/ Industrial Building Fires/ Residential [all types] Fires	36	58%	16%	14%	0%	0%
Agricultural field haystack type fires / Rangeland Fires	135	46%	33%	9%	0%	0%
Vehicle/ Accident fires	14	71%	7%	22%	0%	0%
EMS Calls Residence /EMS Calls Commercial Building/Events / EMS Highway Calls	1183	70%	16%	14%	0%	0%
Good Intent Calls						
Mutual Assistance Calls						

KUN = Kuna Urban North; KUS = Kuna Urban South; KMPV = Kuna Mora-Pleasant Valley;  
BCE = Blacks Creek East; MSE = Mayfield Springs East

## 23.3.4 Future Growth

### 23.3.4.1 Future Facilities Resource and Capacity

<b>FACILITY DESCRIPTION</b>	<b>FEASIBLE LOCATION</b>	<b>SERVICE AND SERVICE RANGE CAPACITY TO PROVIDE SERVICES TO MASTER PLAN PLANNING AREAS</b>
<b>Fire Station Nos. 3A and 3B</b>	Station 3A is anticipated to be located within the Kuna Mora-Pleasant Valley Planning area near Kuna Mora Road and the area south of Kuna Mora Road. Station 3B is anticipated to be located farther east within this planning area.	<b>Kuna Urban North</b> Benefited minimally with addition backup and some relief to Fire Station No. 2
		<b>Kuna Urban South</b> Benefited minimally with addition backup and some relief to Fire Station No. 2
		<b>Kuna Mora-Pleasant Valley</b> Primary beneficiary of service depending upon location within this planning area. With build out in this planning area additional station/s will be needed.
		<b>Blacks Creek East</b> Benefited by backup from Station 3B.
		<b>Mayfield Springs East</b> Not benefited except for backup in the far western portions of this planning area subject to access roads construction.
<b>Fire Station No. 4</b>	To be located south of the railroad tracks within the Kuna Mora-Pleasant Valley Planning Area or the eastern area of Kuna Urban South.	<b>Kuna Urban North</b> Benefited by backup coverage.
		<b>Kuna Urban South</b> Primarily benefited by this station which eliminates railroad track service issues.
		<b>Kuna Mora-Pleasant Valley</b> Depending upon location this planning area would be primarily benefited in the south western quarter with some backup benefit to the entire western portion.
		<b>Blacks Creek East</b> Not benefited by this station
		<b>Mayfield Springs East</b> Not benefited by this station
<b>Fire Station No. 5</b>	To be located within the Mayfield Springs East Planning Area along Interstate 84 at a location with an overpass.	<b>Kuna Urban North</b> Not benefited by this station.
		<b>Kuna Urban South</b> Not benefited by this station.
		<b>Kuna Mora-Pleasant Valley</b> Backup service to the far southeastern part of this planning area.
		<b>Blacks Creek East</b> Backup service to this planning area.
		<b>Mayfield Springs East</b> Primarily benefited, and the construction of this station is required for any service to this planning area.
<b>Fire Station No. 6</b>	To be located within the Blacks Creek East Planning Area along Interstate 84 at an overpass.	<b>Kuna Urban North</b> Not benefited by this station.
		<b>Kuna Urban South</b> Not benefited by this station.

		<b><i>Kuna Mora-Pleasant Valley</i></b> Backup service to the far northeastern part of this planning area.
		<b><i>Blacks Creek East</i></b> Primarily benefited, and the construction of this station is required for any service to this planning area.
		<b><i>Mayfield Springs East</i></b> Backup service to this planning area.

#### 23.3.4.2 New Fire Station Land and Building Costs

<i>DESCRIPTION</i>	<i>COST</i>
Architectural/Engineering	\$ 100,000
Land Purchase	\$ 100,000
Facility Requirements	\$1,000,000

#### 23.3.4.3 Fire Station No. 2 Upgrade to Operation Costs

<i>DESCRIPTION</i>	<i>COST</i>
Architectural/Engineering	\$ 25,000
Facility Requirements	\$250,000

#### 23.3.4.4 Personnel and Equipment Needed to Staff Station No. 2 and New Fire Station Facility and Cost

<i>DESCRIPTION</i>	<i>NUMBER</i>	<i>COST</i>
Firefighters /EMS Personnel	6	\$400,000 per year
Firefighting Vehicular Equipment	1	\$ 125,000
EMS Vehicular Equipment	1	\$ 50,000
Firefighting Personnel Equipment		\$ 25,000
EMS Personnel Equipment		\$ 50,000
Station Furnishings		\$ 10,000

#### 23.3.4.5 Basic Parameters for New Station Construction

<b>Category</b>	<b>Conditions</b>
<b>Population</b>	Optimal Population served by station depending upon density and location is 15,000 to 25,000. Population within the District which can not be served by existing facility [see response time below] must have new station facility before annexation is authorized
<b>Development location and response time from Station of Service</b>	<p><b>“Response Time A”</b> [Relative to Hazardous Classification]: Within seven (7) miles with a response time less than eight (8) minutes.</p> <p><b>“Response Time B”</b> [with Hazardous Classification]: Within fifteen (15) miles with response time greater than ten (10) minutes and less than twenty (20) minutes.</p> <p>Property which cannot be served from existing facilities in less than 20 minutes should not be annexed without a commitment for constructing, equipping and staffing a new fire station facility.</p>

### 23.3.4.6 Conditions Establishing Threshold Need for Upgrade of Station No. 2 to Become Operational

<b>Development in Kuna Urban North</b>	Current conditions within the Fire District are increasing the number of calls, both EMS and Fire; and the number of multiple call incidents is increasing in this area. This planning area is the most demanding upon existing services of any planning area of the Fire District. Given existing conditions and approved development, any increase in population establishes the need to activate Station No. 2 with resulting shifts in coverage to be serviced from the activation of Station No. 2.
<b>Development and/or annexation in Kuna Urban South</b>	Current conditions within the Fire District are increasing the number of calls for both EMS and Fire, and the number of multiple call incidents is increasing within the Fire District. This planning area is the second most demanding upon existing services of any planning area of the Fire District. In the event existing population is increased by five percent (5%), then either a new station south of the railroad tracks and/or the activation of Station No. 2 will need to occur to handle Kuna Urban South and/or parts of Kuna Mora-Pleasant Valley with resulting shifts in coverage to be serviced from the activation of Station No. 2 or from a new station.
<b>Development and/or annexation in Kuna Mora-Pleasant Valley</b>	Current conditions within the Fire District are increasing the number of calls for both EMS and Fire, and the number of multiple call incidents is increasing. This planning area is the least demanding upon existing services of any planning area of the Fire District but is the planning area most subject to increase due to annexation and development. By reason of conditions in Kuna Urban North, any increase in population in this planning area will establish a need [depending on location] to either activate Station No. 2 or, in the event of development beyond "Response Time B," establish a new station, either of which will result in shifts in coverage from the existing Station No. 1.

### 23.3.4.7 Conditions Establishing Threshold Need for New Facility to Become Operational [Not including Station Nos. 1 and 2]

<b><i>Annexation in Blacks Creek East</i></b>	Any annexation meets the threshold.
<b><i>Annexation in Mayfield Springs East</i></b>	Any annexation meets the threshold.
<b><i>Development and/or annexation in Kuna Mora-Pleasant Valley</i></b>	Any annexation lying beyond Response Time B meets the threshold.

### 23.3.4.8 Impact Factors of Development and/or Annexation Upon the Ability of the Fire District to Provide Firefighting and EMS Services

**23.3.4.8.1 Annexation and No Development:** Increased land mass requires services in the event of range or agricultural fires or in the event there are persons within the area in need of EMS services.

**23.3.4.8.2 Annexation and Development:** Increased land mass and development requires services due to increase of persons, new construction and improvements requiring firefighting and EMS services and permitting services.

**23.3.4.8.3 Development within District Boundaries:** Increase of persons, new construction and improvements requiring firefighting and EMS services and permitting services.

**23.3.4.9 Strategy to Counter the Impact of New Development upon Services**

<b>PLANNING SERVICE AREA</b>	<b>ANNEXATION AND/OR DEVELOPMENT REQUIREMENTS</b>
<b><i>Kuna Urban North</i></b>	Development Agreement or development permit requirements
<b><i>Kuna Urban South</i></b>	Development Agreement or development permit requirements/ Annexation Agreement Conditions/ Special Hazard additional fire protection systems required.
<b><i>Kuna Mora-Pleasant Valley South</i></b>	Development Agreement or development permit requirements/ Annexation Agreement Conditions/ Special Hazard additional fire protection systems required.
<b><i>Blacks Creek East</i></b>	Annexation Agreement Conditions
<b><i>Mayfield Springs East</i></b>	Annexation Agreement Conditions

**23.3.5 Funding**

**23.3.5.1 Funding Sources**

<b>Standard Funding</b>	State Agricultural Replacement Sales Tax Refund Account
	Local Property Tax Fees for Service Contract Services
<b>Other Possible Funding Sources</b>	Local Property Tax Increase Contracts for Services Outside the Fire District Contracts with Public Utilities Bonded Indebtedness
	Developer Funding Options Development Agreements Conditional Use Permits/Planned Unit Developments Subdivision Mitigation Fees Development Impact Fees

**23.3.5.2 Standard Funding for Operation, Maintenance and Capital Improvements**

**23.3.5.2.1 State**

**23.3.5.2.1.1 Agricultural Replacement “State Refund Account”** [I.C. § 63-3067(2) (a) remittance for property exempt I.C. § 63-602EE]

**23.3.5.2.1.2 Sales Tax Refund Account**

**23.3.5.2.2 Local**

**23.3.5.2.2.1 Property Tax:** [I.C. § 31-1423] [Foregone Amount, New Construction Roll and prior fiscal year tax levy +3%, less Ag replacement]

**23.3.5.2.2.2 Fees for Service:** Ambulance/EMS Permitting

**23.3.5.2.2.3 Contract Services:** Contract for Services outside the District [I.C. § 31-1431]. The Fire District has two; one with Tyson Fresh Meats, Inc. and the other with CCA Western Properties, Inc., an Idaho Corporation doing business under an assumed name of Corrections Corporation of America. Contracts are limited to areas outside of the Fire District that are not further than the farthest boundary of the Fire District from Station No. 1.

**23.3.5.2 Possible Funding Sources to Pay for Increased Costs of Fire District Operations**

**23.3.5.2.1 PROPERTY TAX INCREASE** beyond allowable increase [I.C. § 63-802]: Election is needed in the event the Commissioners seek to increase property taxes beyond that which is allowed under the provisions of I.C. § 63-802 (1) (a)(b)(c)(e) The election must be approved by sixty-six percent (2/3) of the voters voting [I.C. § 63-802 (g)]. [This election can be held in May or November].

**Limitations:** up to 0.24% of market value.

**23.3.5.2.2 CONTRACTS FOR SERVICES OUTSIDE THE FIRE DISTRICT**

***Who can impose them?***

The Fire District Board can contract for Fire District services outside of the District's boundaries so long as the property served is no farther from Station No. 1 than the farthest existing boundary of the Fire District is from that station. Monetary consideration to include legal fees and can not be less than the amount the property owner would be paying if the property was within the Fire District [I.C. § 31-1431].

***How can the Fire District benefit?***

Agreements to provide services outside of the Fire District would produce additional funding of fire district operations.

***What is the process for establishment?***

The Commissioners draft a contract, and the same is approved by Resolution of the Board of Commissioners of the Fire District and by the owner of the property to be served.

***What are its limitations?***

The limitations of contracts for services depend upon the number and value of real property that is the subject of the Agreement. It is totally dependent upon the agreement of the property owner and is on an annual basis.

**23.3.5.2.3 CONTRACTS WITH PUBLIC UTILITIES**

***When are they used?***

All public utilities are exempt from property tax for fire districts but are not entitled to services without consent in writing filed with the clerk of the board of county commissioners. An agreement may be entered into with the Fire District and utilities to provide services [I.C. § 31-1425 (1)].

***Who can impose them?***

Contracts with public utilities are voluntary on the part of the utility and must be approved by the Board of Commissioners of the Fire District before services are provided.

***How can the Fire District benefit?***

Utilities are property tax exempt from fire district levies and agreements to provide services would produce additional funding of fire district operations.

***What is the process for the establishment?***

The Commissioners draft a contract, and the same is approved by Resolution of the Board of Commissioners of the Fire District and by the governing board of the utility.

***What are its limitations?***

The limitations of contracts with public utilities depend upon the number and value of utility operations within the fire district and are totally dependant upon the agreement of the utility.

**23.3.5.2.4 BONDED INDEBTEDNESS [I.C. § 31-1427 (2)]**

***When is it used?***

To acquire, purchase, construct, improve and equip lands, building sites and buildings together with the necessary appurtenance facilities and equipment and/or to acquire suitable equipment and apparatus necessary to provide fire protection.

***Who can impose it?***

The Board of Commissioners of the Fire District with the approval of an election and with a two-thirds approval can approve bond indebtedness.

***How can the Fire District benefit?***

There is funding available through bonding to acquire facilities and equipment.

***What is the process for the establishment of a bonded indebtedness?***

Commissioners pass a Resolution calling for an election. The election must pass with two-thirds (2/3<sup>rd</sup>) voter approval before bonds are issued.

***What are the limitations?***

Bonded indebtedness cannot exceed (2%) of the market value for assessment purposes and must mature within 30 years. This is a general obligation bond on the property within the Fire District.

**23.3.5.2.1 DEVELOPER FUNDING OPTIONS [Land Use Planning Act based on the authority of Chapter 65 of Title 67, Idaho Code]**

**Purpose of Act** [I.C. § 67-6502 (b)]: To ensure that adequate public facilities and services are provided to the people at reasonable cost.

**23.3.5.2.1.1 DEVELOPMENT AGREEMENTS:**

***When are they used?***

A Development Agreement is limited to rezones.

***Who can impose them?***

Development Agreements can be imposed by a City or County which has adopted an ordinance providing for development agreements as provided in Idaho Code § 67-6511A in the rezoning land use regulation process.

***What can a Development Agreement provide for?***

Development Agreements provide specific commitments of the developer as conditions for the rezone permit approval. Development Agreements include provisions for the loss of the zoning if the developer does not comply. Development

agreements are recorded, and the agreement provisions run with the land.

***How can the Fire District benefit?***

If a developer is in need of a zone change either by an annexation into a city or a rezone within a city or by reason of a rezone in the county, the city or county, as the case may be, may impose a commitment which is reasonably related to the mitigation of the adverse impact of the development upon the Fire District's ability to provide services.

***What is the process for creation of commitments in favor of the Fire District in Development Agreements?***

The Fire District prepares and submits a report to the land use regulator which is supported by reliable data on the impact of development upon the Fire District's ability to provide services to the new development and to the existing Fire District with a specifically worded request for requested commitments. Fire District requests should include all relevant provisions of the "Public Services, Facilities and Utilities" component of the city or county Comprehensive Plan. Fire District staff should work with developers to obtain stipulations and agreement on requested commitments. The Fire District staff should coordinate on a regular basis, not related to a specific proposal, to develop standard recommended special commitments of major development applications to assist the process of the land use regulator's staff inclusion of the same in its staff reports and recommended special commitments in development agreements. In the case of rezone hearings of significance, Fire District staff should appear at land use development hearings in support of recommended special commitments of development agreements.

***What are the limitations of Development Agreements?***

Development Agreements are imposed by and the final decision rests with another government entity the land use regulator [City and County]. Development Agreements are subject to takings claim.

**23.3.5.2.1.2 *CONDITIONAL USE PERMIT / PLANNED UNIT DEVELOPMENT:***

***When are they used?***

Conditional Use Permits are imposed by the structure of the zoning ordinance of the city or county which allows certain uses within a zoning district only as conditionally permitted. Zoning ordinance can also provide that planned unit developments are handled from a use perspective as conditional uses.

***Who can impose them?***

A city or county which has adopted a zoning ordinance providing for conditional uses within zoning districts as provided in Idaho Code § 67-6512 may impose it. Planned Unit Developments may be included by reason of the provisions of I.C. § 67-6515 which provide: “ ...Planned unit developments may be permitted pursuant to the procedures for processing applications for special use permits following the notice and hearing procedures provided in § 67-6512, Idaho Code. Denial of a planned unit development permit or approval of a planned unit development permit with conditions...”

***What can Conditional Use Permits provide?***

Conditions of the special use which must be complied with by the applicant and land user.

***How can a Fire district benefit?***

Conditions may be attached to a special use permit which:

Control the sequence and timing of development;

Control the duration of development

Assure that the development is maintained properly;

Designate the exact location and nature of development;

Require provisions for on-site or off-site public facilities or services;

Require more restrictive standards than those generally required in an ordinance; and/or

Require mitigation of effects of the proposed development upon service delivery by the Fire District.

***What is the process for creation of conditions of Conditional Use Permits in favor of Fire District?***

The Fire District prepares and submits a report to the land use regulator which includes reliable data on the impact of the proposed conditional use upon the Fire District's system together with a specifically worded request for conditions. Fire District requests should include all relevant provisions of the "Public Services, Facilities and Utilities" component of the city or county Comprehensive Plan. Fire District staff should work with developers to obtain stipulations and agreement on requested conditions. The Fire District staff should coordinate on a regular basis, not related to a specific proposal, to develop standard recommended special conditions of major development applications to assist the process of the land use regulator's staff inclusion of the same in their staff reports and recommended special conditions for conditional use permits. In the case of conditional use permit hearings of significance, Fire District staff should appear at land use development hearings in support of recommended special commitments of development agreements.

***What are the limitations of Development Agreements?***

They are imposed by and the final decision rests with another government entity, the land use regulator [City and County]. They are subject to a takings claim.

**23.3.5.2.1.3 SUBDIVISION MITIGATION FEES**  
*[I.C. § 67-6513]*

***When are they used?***

This process is invoked each time application is made to subdivide real property as regulated by the Ada County and Canyon County Codes.

***Who can impose Mitigation Fees?***

Counties and cities may enact subdivision ordinances which provide for mitigation of the effects of subdivision development on the ability of

the Fire district to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision. In the event a city or county includes such provisions in their subdivision ordinance the mitigation fees to offset the financial impacts of development must comply with the provisions of Idaho Development Impact Fee Act codified at chapter 82, title 67, Idaho Code.

***How can a Fire District benefit?***

The Fire District could be the recipient of mitigation fees charged by the County to developers as a condition of subdivision approval by the County.

***What is the process for the imposition of Subdivision Mitigation Fees?***

The Fire Districts of Canyon County and Ada County should recommend and coordinate with each County, and as needed with cities, in the development of the process for imposing the fee in accordance with the provision of the Idaho Development Impact Fee Act which requires and include an interagency agreement, capital improvement plan and a process by which the mitigation fee is to calculated.

***What are the limitations of Subdivision Mitigation Fees?***

The process is almost as complex as impact fees and only applies to subdivision approval and is subject to a takings claim.

**23.3.5.2.1.4 DEVELOPMENT IMPACT FEES [Idaho Development Impact Fee Act based authority: Chapter 82 of Title 67 Idaho Code]**

***When are they used?***

The Fire District imposes a fee as a condition of development approval on all qualifying developments.

***Who can impose Development Impact Fees?***

In Canyon County, only cities and the county have ordinance authority as required to enact the fee. In

Ada County, in addition to the cities and the County, the Ada County Highway District has the authority to enact such a fee.

***How can a Fire District benefit?***

It could be the recipient of development impact fees charged to developers as a condition of development approval by the County and by Cities through an interagency agreement.

***What is the process for the creation of Development Impact Fees for Fire Districts in Ada and Canyon County?***

The Fire Districts in Ada and Canyon Counties should recommend and coordinate with each County and city to go through the process of development and passage of Development Impact Fee ordinances which include the approval of a capital improvement plan by the Fire District and interagency agreement for the remittance of Development Impact Fees from the County and/or city to the Fire Districts.

***What are the limitations of Development Impact Fees?***

The process is complex and may be subject of a takings claim. The process is under the control of the County and cities which enact development impact fee ordinances.

**23.3.5.3 5-Year Plan Regarding Personnel, Facilities, Equipment Needs and Funding Strategy**

<b><i>LOCATION</i></b>	<b><i>NEEDS</i></b>	<b><i>FUNDING SOURCE</i></b>
<b>Station No. 1</b>	Station Improvements: Major Equipment: Personnel:	Tax Levy Bonded Indebtedness Service Contracts Development Conditions
<b>Station No. 2</b>	Station Improvements: Major Equipment: Personnel:	Tax Levy Service Contracts Development Conditions Annexation Conditions
<b>New Stations</b>		Development Conditions Annexation Conditions

**23.3.5.4 Fire Station and Equipment Capital Fund:** Pursuant to the authority of I.C. § 31-1428, the Board of Commissioners of this Fire District creates a Fire Station and Equipment Capital Fund with the intention of accumulating fund balances

from year to year in order to fund the construction and equipping of new fire station facilities.

**23.3.5.5 Custodial Holding Fund:** The Board will establish by resolution a custodial holding fund the purposes of which may include the receipt of funds as a condition of annexation to be transferred to the Fire District Fire Station and Equipment Capital Fund.

### **23.3.6 Development Process and Annexation Approval**

**23.3.6.1 Development Process and Approval for Lands within the Fire District:** The procedure for development approval of lands within the Fire District includes review and comment on land use applications, coordination of review and comment with impact on services and needs of Fire District, and plan review and response. The process should include the following:

**23.3.6.1.1 Obtain Information:** The Fire District shall request of the owner and/or otherwise obtain the following information: legal description, assessed valuation, description of proposed use and description of development, including a timetable for projected build-out and anticipated valuation of development; and

**23.3.6.1.2 Perform a Staff Investigation** to determine what, if any, additional facilities, equipment, furnishings, personnel, and administrative costs the proposed annexation/contract services would incur in order to maintain the level of service needed to accommodate the proposed development; and

**23.3.6.1.3 Land Use Jurisdiction Development Approval Conditions:** If the application includes a zone change or conditional use permit or the like under the jurisdiction of Ada and/or Canyon County and/or the City of Kuna, the Fire District comment should propose, as is relevant to this Master Plan, conditions of approval and/or conditions of the development agreement to provide for the payment and/or the providing of needed personnel, equipment and/or facilities required to maintain the level of service.

**23.3.6.1.4 Fire District Development Approval Conditions:** The Fire District should seek to document the impact of the proposed development upon the Fire District's ability to provide services to the development and any adverse impact upon its ability to provide those services under existing conditions and seek conditions in rough proportionality to mitigate that impact.

**23.3.6.1.1.5 Permitting Process:** The Fire District recognizes in this plan that there are areas which may be the subject of annexation and development and which, given current Fire District resources,

present special occupancy hazards. In those circumstances, annexation and development petitions and permit applications should include considerations and implementation of the appropriate additional fire protection systems to mitigate against those special occupancy hazards. Pursuant to its authority to adopt and impose conditions and/or to enforce fire codes and other rules as are adopted by the State Fire Marshal, the Fire District should impose reasonable conditions of development as a condition of its providing services and/or of permitting the construction and/or occupancy of the lands and improvements as are reasonable in order to maintain the level of service and/or reduce special occupancy hazards of new development.

### **23.3.6.2 Development Process and Approval for Lands Petitioning To Be Annexed Into the Fire District**

**23.3.6.2.1 Future Annexations:** The boundaries of the Fire Districts are the established areas of its legally required service. This is expanded by service agreements outside of the Fire District and the possibility of annexation. The Fire District has experienced, and it is anticipated that it will continue to experience, requests for annexation and/or service contracts for service of new areas. It is important in that regard for planning purposes to establish an area of projected future annexation consideration.

**23.3.6.2.2 Implementation:** The Board of Commissioners, as a manner of implementation of this master plan, should establish as a part of the process that the staff make a determination of any special hazard of occupancy with current and any future development of the property and the needed funding for the acquisition of station facilities, equipment, furnishings, and supplies, and defrayal of new operational costs and expenses of new facilities to newly annexed area in order to mitigate any additional burden on existing Fire District taxpayers.

#### **23.3.6.2.3 The Annexation Process should include the following:**

**23.3.6.2.3.1 Applicant Information:** The Fire District shall request of the owner and/or otherwise obtain the following information regarding the subject property for annexation: legal description, assessed valuation, description of existing improvements and the intentions of the owners, if any, for development and description of development, including a timetable for projected build-out and anticipated valuation of development; and

**23.3.6.2.3.2 Statement of Future Use and Development:** If the application for annexation includes undeveloped real property and no application for development approval has been filed with the land use jurisdiction, the applicant shall provide a statement of reasonably foreseeable intended use and development.

**23.3.6.2.3.3 Staff Investigation:** A staff investigation should be undertaken to determine what, if any, additional facilities, equipment, furnishings, personnel and administrative costs the proposed annexation/contract services would incur in order to maintain the level of service and/or special occupation hazards presented by development within the subject area.

**23.3.6.2.3.4 Consider a Service Agreement:** For areas that qualify [not further than the farthest boundary of the Fire District from Station No. 1], the staff investigation should explore the possibility of a service agreement rather than annexation. This would provide additional revenue to provide service to the subject property and allow for time for the Fire District to determine the facilities, equipment and personnel needed to service the area in the future with proposed funding options which may include annexation funding request.

**23.3.6.2.3.5 Annexation:** If it is determined that the subject area cannot be serviced from the existing facilities and/or existing personnel and/or equipment and/or that development thereof will create special hazards of occupancy, the Fire District staff shall propose an annexation agreement following the process and form. The agreement shall be appropriate for said annexation and in accordance with this Master Plan. The Annexation Agreement will include provisions for the payment of any funds for fire station and/or equipment and shall provide for the payment to the Custodial Holding Fund and for eventual transfer and use by the Fire District in the Fire Station and Equipment Capital Fund.

## **TITLE 24 STANDING COMMITTEES**

### **Title 24 - Chapter 1 Budget Advisory Standing Committee**

**24.1.1 Formation of Standing Committee:** A standing committee of the Board of Commissioners is established as follows:

**24.1.2 Name:** The Standing Committee shall be known and designated as the “Budget Advisory Standing Committee” [hereinafter referred also as “Standing Committee” or “Committee”].

**24.1.3 Membership:** The members on the Committee shall be the Treasurer, Officer of Administration, Fire Chief and Assistant Fire Chief and two (2) members of the Board of Commissioners as appointed by the Board of Commissioners.

**24.1.4 Consultations:** The Committee shall receive and consider budget requests and information from appointed officers, Firefighters and Volunteer Paid On/Call Firefighters.

**24.1.5 Charge:** The Budget Advisory Standing Committee is charged with the following responsibilities:

**24.1.5.1** Annually prepare a proposed budget and make recommendations concerning all line items. These recommendations should be developed in coordination with *The Kuna Rural Fire District Five (5) Year Master Plan*. *The Kuna Rural Fire District Five (5) Year Master Plan* shall include 5 years projections of Fire District staffing, equipment and building needs, probable funding sources and implementation plans. Budget recommendations and *The Kuna Rural Fire District Five (5) Year Master Plan* should be presented to the Board on or before the 1<sup>st</sup> day of July preceding the commencement of the fiscal year.

#### **24.1.6 Standing Committee Organization**

**24.1.6.1** The Treasurer shall annually, on or before the 1<sup>st</sup> day of June, convene and shall serve as Chairman of the Committee and the Fire Chief shall serve as the Vice Chairman of the Committee.

**24.1.6.2** 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.

**24.1.6.3** At its first annual meeting, the Committee shall establish a regular meeting schedule.

**24.1.6.4** 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 Board of Commissioners.

**24.1.6.5** Fifty percent (50%) 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.

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

**24.1.7 Reporting:** The Budget Advisory Standing Committee reports directly to the Board of Commissioners.

## **Chapter 2**

### **Personnel Policy Advisory Standing Committee**

**24.2.1 Formation of Standing Committee:** A standing committee of the Board of Commissioners is established as follows:

**24.2.2 Name:** The Standing Committee shall be known and designated as the “Personnel Policy Advisory Standing Committee” [hereinafter referred also as “Standing Committee” or “Committee”].

**24.2.3 Membership:** The members on the Committee shall be the Officer of Administration, Fire Chief and Assistant Fire Chief and, for matters related to Volunteer Paid On/Call Firefighters, the Battalion Chief.

**24.2.4 Charge:** The Personnel Policy Advisory Standing Committee is charged with the following responsibilities:

**24.2.4.1** Continually review the Fire District’s personnel policies for appropriate revisions and amendment.

**24.2.4.2** Receive and consider requests for revisions and/or amendments to the Fire District’s personnel policies.

#### **24.2.5 Standing Committee Organization**

**24.2.5.1** The Officer of Administration shall convene and shall serve as Chairman of the Committee, and the Fire Chief shall serve as the Vice Chairman of the Committee.

**24.2.5.2** 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.

- 24.2.5.3 The Committee shall establish a regular meeting schedule.
  - 24.2.5.4 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 Board of Commissioners.
  - 24.2.5.5 Fifty percent (50%) 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.
  - 24.2.5.6 A majority vote of those present at any meeting is sufficient to carry motions.
- 24.2.6 **Reporting:** The Personnel Policy Advisory Standing Committee report directly to the Board of Commissioners.

### **Chapter 3**

#### **Joint Development Impact Fee Advisory Standing Committee**

[Chapter 3 added by Resolution 2018-07, Passed on 3/14/18]

[Amended 24.3.3 by Resolution 2018-15, Passed 6/13/18]

- 24.3.1 **Formation of a Joint Standing Committee:** A joint standing committee of the Board of Commissioners and the City Council of the City of Kuna is established as follows:
- 24.3.2 **Name:** The Joint Standing Committee is known and shall continue to be known and designated as the “City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Standing Committee” [hereinafter referred also as “Joint Advisory Committee” or “Committee”].
- 24.3.3 **Membership:** The members on the Committee shall be appointed by the Board of Commissioners and the City Council for a term of 1 year or until someone is appointed in his/her place, 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 the City of Kuna or the Kuna Rural Fire District.
- 24.3.3.1 The members will be appointed during the January regular meeting by the Board of Commissioners and the City Council.
  - 24.3.3.2 Any vacancy on the Committee shall be filled by the Board of Commissioners and the City Council.
- 24.3.4 **Charge:** The Joint Development Impact Fee Advisory Standing Committee shall serve as an advisory committee to the Kuna City Council and the Board of Commissioners of the Fire District and is charged with the following responsibilities:

- 24.3.4.1 Assist the City and the Fire District in adopting land use assumptions; and
- 24.3.4.2 Review the Capital Improvements Plan; and
- 24.3.4.3 Monitor and evaluate implementation of the Capital Improvements Plan;
- 24.3.4.4 File with the District Administrator and the City 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 Fire District Impact Fees;
- 24.3.4.5 Advise the Board of Commissioners and the City Council of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and
- 24.3.4.6 The Fire District shall make available to the Joint Advisory 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.

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

#### **24.3.6 Joint Advisory Committee Organization**

- 24.3.6.1 The District Administrator shall staff the Joint Advisory 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].
- 24.3.6.2 The Joint Advisory Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.
- 24.3.6.3 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.

**24.3.6.4** 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.

**24.3.6.5** The Committee shall establish a regular meeting schedule.

**24.3.6.6** 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 Board of Commissioners and the City Council.

**24.3.6.7** Fifty percent (50%) 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.

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

**24.3.7 Reporting:** The Joint Advisory Committee reports directly to the Board of Commissioners and to the City Council.

## TITLE 25 FIRE WORKS SALES AND DISPLAY PERMITTING

*[Adoption of Resolution 14-16, New Title 25 and Chapter 1 and Chapter 2, Passed on November 12, 2014]  
[Added 25.1.5.2 by Resolution 2018-18, Passed on 6/13/18]*

### Chapter 1 Fireworks Sales Permitting

**25.1.1 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.

**25.1.2 Permit Criteria and Form:** Applications for the issuance of a permit under this Chapter shall be on form {Appendix 25.4.2} 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).

**25.1.3 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.

**25.1.4 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.

**25.1.5 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.

**25.1.5.1** Permit revocation proceedings shall comply with the provisions of Chapter 52, Title 67, Idaho Code.

**25.1.5.2** In the event a permit holder is in violation of the provisions of Chapter 26 of

Title 39 Idaho Code [Fireworks Act of 1997] the Fire Chief/Fire Code Official shall determine whether or not the violation creates a situation of an immediate danger to the public health, safety, or welfare requiring immediate Fire District Action and proceed as follows:

**25.1.5.2.1** To issue an order to the permit holder to cease and desist the violation within a reasonable time therein stated [given the situation] and the Order shall state that a failure to timely comply, verified to the Fire Chief/Code Official, results in the immediate revocation of the permit. This order shall include a brief, reasoned statement which supports the findings and the specific action required as the basis for the order and shall be served upon the permit holder. The Order is effective when issued. The Order shall include a notice of the right of the permit holder to request a contested hearing before the Board of Commissioners.

**25.1.6 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**

**25.2.1 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 39-3602 (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.

**25.2.2 Permit Criteria and Form:** Applications for the issuance of a permit under this Chapter shall be on form {Appendix 25.2.2} 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).

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

**25.2.4 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.

**25.2.5 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.

**25.2.5 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 26 Fees for Services**

### **Chapter 1 Fee Policy**

*[Added by Resolution 2016-05, passed 3/9/16]*

**26.1.1** In order to comply with the mandatory provisions of Idaho Code § 63-1311 and § 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 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.

## **TITLE 27**

### **FIRE DISTRICT IMPACT FEE POLICIES**

[Title 27 added by Resolution 2018-07, Passed on 3/14/18]

#### **Chapter 1**

#### **Findings/Intent/Purpose**

- 27.1.1** The Board of Commissioners makes these findings, statement of intent and purpose for the approval and enactment of this Resolution, to wit:
- 27.1.1.1** 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.
  - 27.1.1.2** The Board of Commissioners of the Kuna Rural Fire 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”*.
  - 27.1.1.3** The Board seeks to formalize these findings by including them in the District’s Policy Code as Chapter 1 of Title 27.
  - 27.1.1.4** 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
  - 27.1.1.5** The Fire District’s boundaries include all areas within the City of Kuna (the “City”) City limits and areas surrounding the City; and
  - 27.1.1.6** The City and the Fire District are experiencing and are affected by considerable growth and development; and
  - 27.1.1.7** 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
  - 27.1.1.8** 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
  - 27.1.1.9** The purposes of the Idaho Development Impact Fee Act at Chapter 82 of

Title 67 Idaho Code (the “Act”) as set forth in [I.C. § 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.

**27.1.1.10** The City Council of the City and the Commissioners of the Fire District have established and appointed, pursuant to Idaho Code Section 67-8205, the City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Committee (the “Joint Advisory Committee”); and

**27.1.1.11** The 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 of the City as a basis for the adoption of a development impact fee ordinance establishing, collecting and expending Fire District impact fees; and

**27.1.1.12** 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

**27.1.1.13** The City and the Fire District have, pursuant to I.C. § 67-8204A entered into the *City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements* (the “Agreement”) in order implement and facilitate the City Council’s enactment of Ordinance No. 2018-14, which is codified as Chapter 2 of Title 12 Kuna City Code (the “Ordinance”) which is intended to provide for the establishment, collection and expenditure of development impact fees for the Fire District; and

**27.1.1.14** 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; and

**27.1.1.15** The Ordinance and the Agreement require that the Board of Commissioners establish and maintain the *Fire District Development Impact Fee Capital Trust Fund* (the “Trust Fund”) in order to receive, account for, maintain and

expend Fire District Development Impact Fees collected pursuant to the Ordinance and the Agreement; and

**27.1.1.16** The Ordinance and the 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

**27.1.1.17** 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 Agreement.

## **Chapter 2**

### **City of Kuna / Fire District Development Impact Fee Ordinance and the Intergovernmental Agreement**

**27.2.1** In order to impose, collect and expend Fire District Impact Fees within the City of Kuna, pursuant to the laws of the state of Idaho as set forth in Idaho Code Section 67-8204A, the City of Kuna has enacted the “Kuna Rural Fire District Development Impact Fee Ordinance” codified as Chapter 2 of Title 12 of the Kuna City Code (the “Ordinance”).

**27.2.2** Additionally in order to impose, collect and expend Fire District Impact Fees within the City of Kuna, the City of Kuna and this Fire District have entered into the “City of Kuna / Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements” (the “Intergovernmental Agreement”).

**27.2.3** This Fire District, pursuant to the Intergovernmental 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 Intergovernmental Agreement.

## **Chapter 3**

### **Fire District Development Impact Fee Capital Trust Fund**

**27.3.1 Trust Fund Established:** The *Fire District Development Impact Fee Capital Trust Fund* (the “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 Agreement.

**27.3.2 Trust Fund not District Funds:** Funds, which are part of and accounted for by the Fire District as accounts of the 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 the Ordinance and the Agreement and subject to appropriation and expenditure by the Fire District as provided by the Ordinance and Agreement.

**27.3.3 Trust Fund Administration:** The Fire District Administrator administers the Trust Fund in accordance with the following:

**27.3.3.1** The Trust Fund shall be divided into separate accounts, one for each Fire District Impact Fee collected.

**27.3.3.2** 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 \_\_\_\_\_).

**27.3.3.3** 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).

**27.3.3.4** All funds in all accounts in the Trust Fund shall be maintained in an interest bearing account. The interest earned on each Account pursuant to IC § 67-8210(1) shall not be governed by IC § 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.

**27.3.3.5** *First-in/First-out.* All funds in each account shall be spent in the order collected, on a first-in/first-out basis.

**27.3.3.6** 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 Fire District Impact Fee Account showing the source and amount of all funds collected and the projects that were funded.

**27.3.4 Expenditures from the Trust Fund:** The expenditure of Fire District Impact Fees collected and deposited to the Trust Fund shall be subject to approval by the Board of Commissioners and made in accordance with the following:

**27.3.4.1** 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.

**27.3.4.2** 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 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 District complies with the previous sentence, then any Fire District 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.

**27.3.4.2.1** 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.

**27.3.4.3** 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.

**27.3.4.4** 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.

## **Chapter 4**

### **Fire District Budget Process for Expenditure of Fire District Development Impact Fee Capital Trust Funds**

**27.4.1** 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 Trust Fund to pay System Improvements Costs, it shall include in the fiscal year budget, as a separated income line item and expense appropriation, the anticipated amount of Trust Funds intended to be used for such construction.

## **Chapter 5**

### **District Administrator**

**27.5.1** There is herein established the office of District Administrator, who shall be appointed by the Board of Commissioners at its first meeting in January and who shall perform the functions and duties of the office as provided in the Ordinance, the Agreement, and this Chapter.

## APPENDICES

### APPENDIX 2.2.1

#### KUNA RURAL FIRE DISTRICT

#### DESIGNATION OF TEMPORARY INTERIM SUCCESSORS

*[STATUTORY AUTHORITY: I.C. § 31-1418]*

**DESIGNATING COMMISSIONER:** \_\_\_\_\_

**SUBDISTRICT NO.** \_\_\_\_\_

**TO:** The Secretary and Board of Commissioners:

Please take notice that I do hereby designate Temporary Interim Successors in the order of succession as follows:

**First Ranking Temporary Interim Successor:**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Second Ranking Temporary Interim Successor:**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

By: \_\_\_\_\_

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

Commissioner, Subdistrict No.

---

**Received, filed and processed by Fire District Secretary**

Reported to the Board of Commissioners: \_\_\_\_\_[date]

Copy of Designation Mailed to Temporary Interim Successors \_\_\_\_\_[date]

Original filed in official records of Fire District: \_\_\_\_\_[date]

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

**APPENDIX 2.2.2a**

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

**NOTICE IS HEREBY GIVEN:**

**Vacancy Commissioner Subdistrict No. \_\_ Declared:** That the Board of Commissioners of the Kuna Rural Fire District, Canyon and Ada Counties, declares the office of Commissioner of Subdistrict No. \_\_ to be vacant.

**Meeting to Fill Vacancy:** The Board of Commissioners will meet at the Kuna Fire Station, 150 W Boise Street, Kuna Idaho, at 7 p.m. on Wednesday, 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 Kuna Rural Fire 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  
Kuna Rural Fire District

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

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

**APPENDIX 2.2.2b**

**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 Kuna Rural Fire District this Written Request for Appointment to the office of Commissioner of Subdistrict No. \_\_ of the Kuna Rural Fire District, to be appointed at the meeting to be held on the \_\_ day of \_\_\_\_\_, 20\_\_, and that my residence address is: \_\_\_\_\_, Kuna, Idaho.

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

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

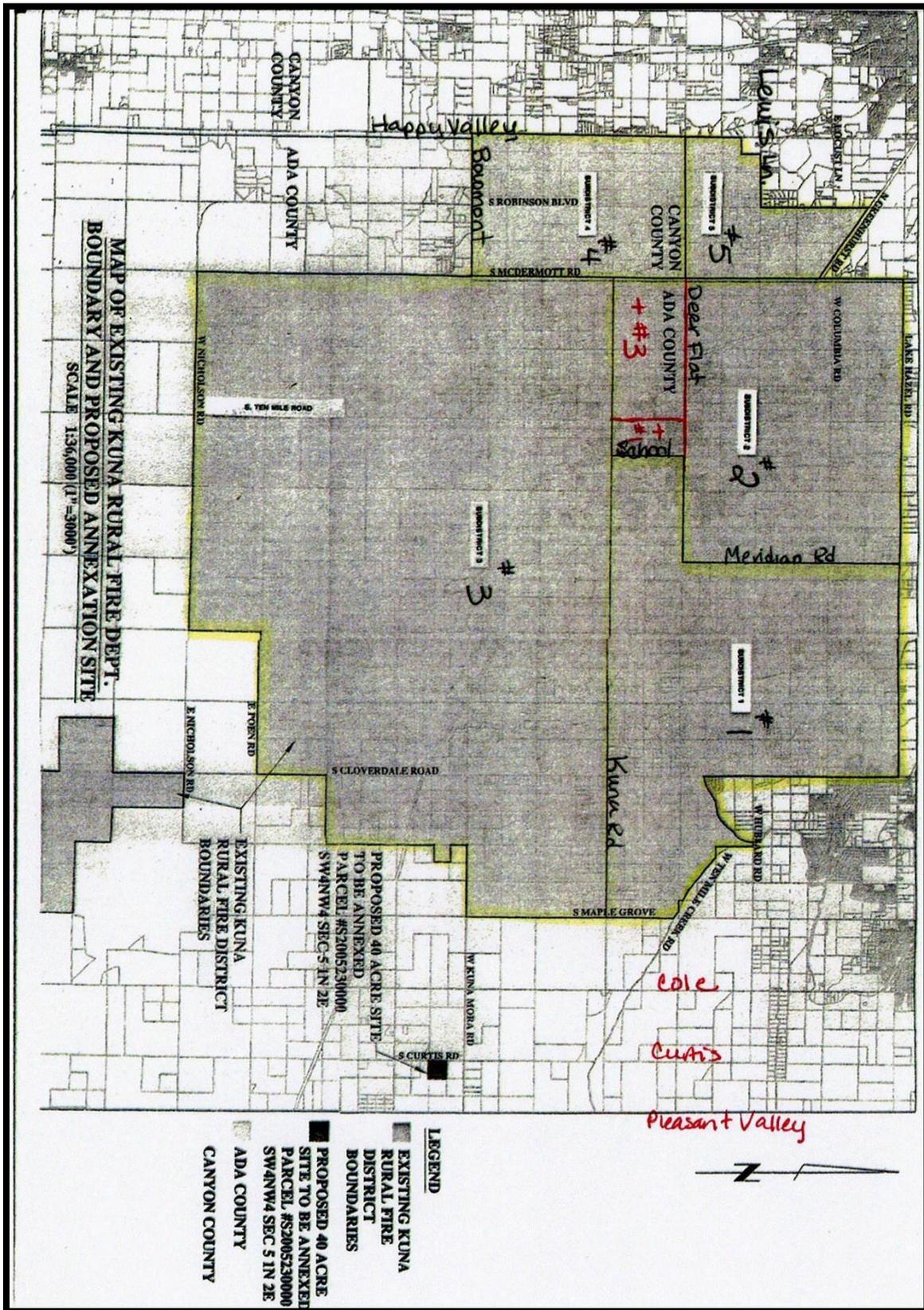
Signed: \_\_\_\_\_

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

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

Return to:  
**Kuna Rural Fire District  
150 W Boise Street [P.O. Box 607]  
Kuna ID 83634**

APPENDIX 2.3.1 - Map of District



**APPENDIX 6.2.4 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 7.10.12**

**ACKNOWLEDGEMENT BY EMPLOYEE OF RECEIPT OF DPC**

I, \_\_\_\_\_, have received a copy of the adopted **District Policy Code** for the Kuna Rural Fire District. I have read and understand the material covered in this manual.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONSENT AGREEMENT [INTERNET USE]**

I acknowledge that I have received a copy of the **Internet Use** policy as it appears in Title 7 Chapter 10 of the Kuna Rural Fire District Policy Code [September 2007]. 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 7.12**

**ACKNOWLEDGMENT OF RECEIPT  
OF DRUG AND ALCOHOL FREE WORKPLACE POLICY**

I, \_\_\_\_\_ hereby acknowledge that I have received a copy  
(Print Name)  
of Kuna Rural Fire District’s Drug and Alcohol Free Workplace Policy (“Policy”). In  
conjunction with my receiving a copy of Kuna Rural Fire 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 Kuna Rural Fire District.

I authorize the lab and/or Medical Review Officer or designee retained by  
Kuna Rural Fire 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 Kuna Rural Fire District.

\_\_\_\_\_  
Employee’s Name (please print)                      Employee’s Signature                      Date

\_\_\_\_\_  
If Employee is Minor: (Parent’s Name)                      Parent’s Signature                      Date

Witnessed by Kuna Rural Fire District Representative

\_\_\_\_\_  
Witness Signature                      Date

**Appendix 7.13.5** [Added by Resolution 2017-10, Passed 12/13/17]



**KUNA RURAL FIRE DISTRICT**

**150 W Boise Street  
Kuna ID 83634  
Phone: 208-922-  
1144  
Fax: 208-922-1135**

**WRITTEN NOTICE OF COMPLETION OF INITIAL EMPLOYMENT MEDICAL  
SCREENING EXAMINATION FOR DISEASE**

Title 7 Chapter 13 Kuna Rural Fire District Policy Code

This written Notice to the Officer of Administration 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 15.3**

**STEP 1**

**KUNA RURAL FIRE DISTRICT  
Surplus Personal Property Recommendation Form  
[I.C. § 31-1420]**

**From:** Office of the Chief/Officer of Administration

**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 Officer of Administration 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:**

\_\_\_\_\_  
**Fire Chief**

\_\_\_\_\_  
**Officer of Administration**

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

**KUNA RURAL FIRE DISTRICT  
ADA AND CANYON COUNTIES, STATE OF IDAHO**

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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KUNA RURAL FIRE 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 KUNA RURAL 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 Officer of Administration as follows:

Description of Property	Department Assigned	Estimated Value	Sale 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 Kuna Rural Fire District this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_

Commissioner-Subdistrict No. 1

\_\_\_\_\_

Commissioner-Subdistrict No.2

\_\_\_\_\_

Commissioner-Subdistrict No. 3

\_\_\_\_\_

Commissioner-Subdistrict No. 4

\_\_\_\_\_

Commissioner-Subdistrict No. 5

**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 Officer of Administration 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 15.4.1 – Notice of Personal Service Contract**

**KUNA RURAL FIRE DISTRICT**

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

**Please take notice:** The Board of Kuna Rural Fire 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\_\_\_\_

Kuna Rural Fire District

By: \_\_\_\_\_  
Robin Ward, District Secretary

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

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

## EXHIBIT A

Appendix 17.7.10



### **Kuna Rural Fire District Employee Wage Deduction Authorization Agreement**

Idaho Code Section 45-609 (b)  
Kuna Rural Fire District Policy Code Section 7.7.10

I, \_\_\_\_\_ [insert name] am an employee of the Kuna Rural Fire District and in consideration of my being authorized to use a Fire District Credit Card, pursuant to Kuna Rural Fire District Policy Code Section 17-7-10, I do hereby authorize a wage deduction from my wages, in the event I violate the Kuna Rural Fire District Credit Card Policy, as provided in Chapter 7 of Title 17 Kuna Rural Fire District Policy Code.

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

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

- Copy to Employee
- Original retained in Employee Personnel File

**APPENDIX 18.3**

**DECLARATION OF MEMBERSHIP OR AUXILIARY MEMBERSHIP**

**KUNA EMERGENCY SERVICES ASSOCIATION**

*I do hereby declare my intent to be a member of the Kuna Emergency Services Association of the Kuna Rural Fire District.*

*I acknowledge that I will be listed and reported as a regular member of the Association if I am an officer, Full-time Firefighter, Volunteer/Paid On-Call Firefighter, EMT of the Fire District and as an Auxiliary member otherwise.*

*This membership declaration is in effect from the date of signing until the 30th of January of the calendar year following the date in which the declaration is made.*

*I acknowledge that I have been informed that the Policy which governs the Association is at Title 21 Kuna RFD Policy Code and I agree and declare that I will support the functions of the Association and the Mission of the Kuna Rural Fire District.*

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

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

*Mailing address:* \_\_\_\_\_

*Phone:* \_\_\_\_\_

*Fax:* \_\_\_\_\_

*E-mail address:* \_\_\_\_\_

*Cc: member original Association Secretary/Treasurer*

**APPENDIX 19.3.1** [Amended by Resolution 2015-09, passed on 6-10-15] [Amended by Resolution 2016- , passed 5-11-16]

**KUNA RURAL FIRE DISTRICT  
PUBLIC RECORDS REQUEST FORM**

*[This is a 5-page form]*

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

Idaho Code § 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 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. 3.

<input type="checkbox"/> Response will take up to ten (10) days to locate and retrieve the public records requested.	Requestor Contacted: Date: _____ Initial: _____ Notification by: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax
<input type="checkbox"/> Request may be denied or subject to redaction and will require review by the District's Attorney.	Requestor Contacted: Date: _____ Initial: _____ Notification by: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax Attorney Notified for review: _____ Notification by: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax
<input type="checkbox"/> 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.	Requestor Contacted: Date: _____ Initial: _____ Notification by: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax
<input type="checkbox"/> 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: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax
<input type="checkbox"/> Advance payment of fees required. [Advance fees to be credited to the Fire District's general fund. If advance payment exceeds the fees charged, the difference shall be returned to the requester.]	Requestor Contacted: Date: _____ Initial: _____ Notification by: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax

**STEP NO. 3A: COMPLETED BY CUSTODIAN OF THE FIRE DISTRICT RECORDS WHEN REQUEST GRANTED.**

NOTE: Custodian of the Records Completes Request, As Appropriate.  
(Granted-A- or Denied-B)

<input type="checkbox"/> Request Granted if any of the requested records still exist:		
Initial:	Date:	Request Completed By: _____ Completion Date: _____
Initial:	Date:	Requestor Contacted: _____ Notification by: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax
Initial:	Date:	Date Request Obtained: _____

**Complete Statement of Estimated Fees (To be charged):**

# pages copied: _____	x .10 cents per page =	\$ _____
# hours worked: _____	x \$25 if request exceeds one-hundred (100) pages or two (2) person hours =	\$ _____
# records certified: _____	x \$1 per record =	\$ _____
Attorney hours: _____ [if redaction is required]	x \$150 per hour =	\$ _____
Total Cost		\$ _____

<b>Identify Documents Attached to Response of Public Records Request:</b>	
<b>Document Description</b>	<b>Bates Numbered</b>

**STEP NO. 3B: COMPLETED BY CUSTODIAN OF THE FIRE DISTRICT RECORDS WHEN THE REQUEST IS DENIED IN PART INCLUSIVE OF REDACTIONS OR DENIED IN TOTAL.**

NOTE: Custodian of the Records Completes Request, As Appropriate.  
(Granted-A- or Denied-B)

<p><input type="checkbox"/> <b>Request Denied in Part and/or Redacted:</b> Statutory Basis for Denial in Part and/or redaction:</p> <p><b>Fire District Attorney’s Review:</b> You are advised that the District’s Attorney has reviewed your request.</p> <p><b>Notice of Right of Appeal:</b> 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 § 74-115.</p>	<p><b>Requestor Contacted:</b> Date: _____ Initial: _____</p> <p><b>Notification by:</b> <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Fax</p>
<p><input type="checkbox"/> <b>Request Denied in Total:</b> Statutory Basis for Denial:</p> <p><b>Fire District Attorney’s Review:</b> You are advised that the District’s Attorney has reviewed your request.</p> <p><b>Notice of Right of Appeal:</b> 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 § 74-115.</p>	<p><b>Requestor Contacted:</b> Date: _____ Initial: _____</p> <p><b>Notification by:</b> <input type="checkbox"/> Mail    <input type="checkbox"/> Phone    <input type="checkbox"/> E-mail    <input type="checkbox"/> Fax</p> <p><b>Attorney Notified for Review:</b> Notification by: <input type="checkbox"/> Mail    <input type="checkbox"/> Phone    <input type="checkbox"/> E-mail    <input type="checkbox"/> Fax</p>

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Custodian of Records, Kuna Rural Fire District



**APPENDIX 20.4.2.7b**

**KUNA RURAL FIRE DISTRICT  
RESOLUTION NO. 20\_\_-\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KUNA RURAL FIRE DISTRICT, ADA AND CANYON 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 Kuna Rural Fire District, Ada and Canyon Counties, State of Idaho:

**Section 1. Record Destruction Authorization**

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

<i>Record Description</i>	<i>Date Created</i>	<i>Classification</i>

**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 Kuna Rural Fire District this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

\_\_\_\_\_  
[Name], Commissioner, District 4

\_\_\_\_\_  
[Name], Commissioner, District 5

**ATTEST:**

\_\_\_\_\_  
[Name of Commissioner], Secretary  
Kuna Rural Fire District

APPENDIX 20.6.2



**KUNA RURAL FIRE DISTRICT**

*150 W Boise Street  
Kuna ID 83634  
Phone: 208-922-1144  
Fax: 208-922-1135*

**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 who's records are herein being requested and the Fire District Chief shall rely upon them.

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

**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 21.2



**KUNA RURAL FIRE DISTRICT  
Office of the Commissioners**

*150 W Boise Street  
PO Box 607  
Kuna ID 83634  
Phone: 208-922-  
1144  
Fax: 208-922-1135*

**NOTICE OF DO NOT DESTROY RECORDS**

From: Office of the Fire District Secretary

To: All Employees of Kuna Rural Fire 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 you cooperation. If you have any questions, please ask your supervisor or the Fire Chief.

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

**APPENDIX 22.2.1****KUNA RURAL FIRE 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 Kuna Rural Fire 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 with a reminder of any scheduled appointments for non-emergency ambulance and medical transportation or 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 Kuna Rural Fire District.

***Kuna Rural Fire District***  
*150 W Boise Street*  
*PO Box 607*  
*Kuna ID 83634*

**APPENDIX 22.2.2**

**KUNA RURAL FIRE 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 Kuna Rural Fire 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 Kuna Rural Fire 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 Kuna Rural Fire 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 Kuna Rural Fire 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 Kuna Rural Fire 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 Kuna Rural Fire District's *Notice of Privacy Practices*. A copy of this form is valid as the original.

_____	_____	_____
<b>Patient or Personal Representative's Printed Name</b>	<b>Date</b>	<b>Incident #</b>
_____		
<b>Patient or Personal Representative's Address</b>		
_____		
_____		_____
<b>Patient or Personal Representative's Signature</b>		<b>Relationship to Patient</b>

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 Kuna Rural Fire 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 Kuna Rural Fire 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 Kuna Rural Fire District's *Notice of Privacy Practices*.

_____	_____
<b>Patient's or Parent/Guardian's Printed Name</b>	<b>Date</b>
_____	_____
<b>Patient's or Parent/Guardian's Signature</b>	<b>Incident #</b>
_____	_____
<b>Witness: Printed Name and Signature</b>	<b>Crewmember #</b>

**Kuna Rural Fire District  
150 W Boise Street - P.O. Box 607  
Kuna ID 83634**

APPENDIX 23.1.1.1

BEFORE THE BOARD OF COMMISSIONERS  
OF THE  
KUNA RURAL FIRE DISTRICT

	)	
	)	<b>PETITION FOR ANNEXATION</b>
Petitioner/s	)	
	)	

Comes Now the above named petitioner(s) and pursuant to the provisions of Idaho Code § 31-1 411 do hereby petition the above named fire district for the inclusion and annexation to the said district of the below described real property, and in support of this petition do hereby allege and verify as follows to wit:

1. That each petitioner(s) herein is the owner of and/or contract purchaser of the real property herein described as follows:

*[Insert correct legal description of Subject Real Property]*

- 1.1 Proof of ownership is attached and is herein represented to by the last deed of record recorded regarding said real property.

*[Attach true and correct copy of Last Deed of Record of Subject Real Property]*

2. That all real property herein described is within the County of Ada, State of Idaho, and is contiguous to the Kuna Rural Fire District and/or contains not less than 40 acres; and

*[State where the Subject Real Property for annexation is contiguous to existing Fire District boundaries and/or provide the latest Assessor's parcel information and/or public land surveyor certification that the subject parcel is 40 acres or more, or in the case of more than one parcel that the parcels are contiguous and together are 40 acres or more of contiguous territory.]*

3. That each petitioner(s) herein requests and petitions the commissioners of the Kuna Rural Fire District for the inclusion and annexation of the herein described real property to said Fire District; and
4. In the event the Commissioners of the Kuna Rural Fire District grant this petition your petitioner/s will provide 5 Maps prepared in a draftsman like manner, which plainly and clearly designates the existing boundaries of the Kuna Rural Fire District and include and depict the subject annexation.

**WHEREFORE**, petitioner prays that the Commissioners of the Kuna Rural Fire 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 Kuna Rural Fire 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 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
Petitioner

STATE OF IDAHO    )  
                          ) ss.  
County of Ada     )

I, \_\_\_\_\_, a notary public, do hereby certify that on this \_\_\_ day of \_\_\_\_\_, 2012, 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.

[SEAL]

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

**APPENDIX 23.1.2.2**

**KUNA RURAL FIRE 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**

<i>[mark appropriate description]</i>
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: Station No. 1, 150 W Boise Street, Kuna Idaho

**SERVICE CONTRACT CONSIDERATIONS**

The annexation real property could be the subject of a service contract under I.C. § 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 January 1 of such year and expire at midnight on December 31 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 a "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 or City of Kuna] 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 23.1.2.3a 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 I.C. § 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 Kuna Rural Fire 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 23.1.2.3b Hearing Format

#### FORMAT FOR CONDUCT OF PUBLIC HEARINGS BEFORE THE COMMISSIONERS OF THE KUNA RURAL FIRE 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 23.1.2.4.5 Exhibit List

**KUNA RURAL FIRE DISTRICT  
EXHIBIT LIST**

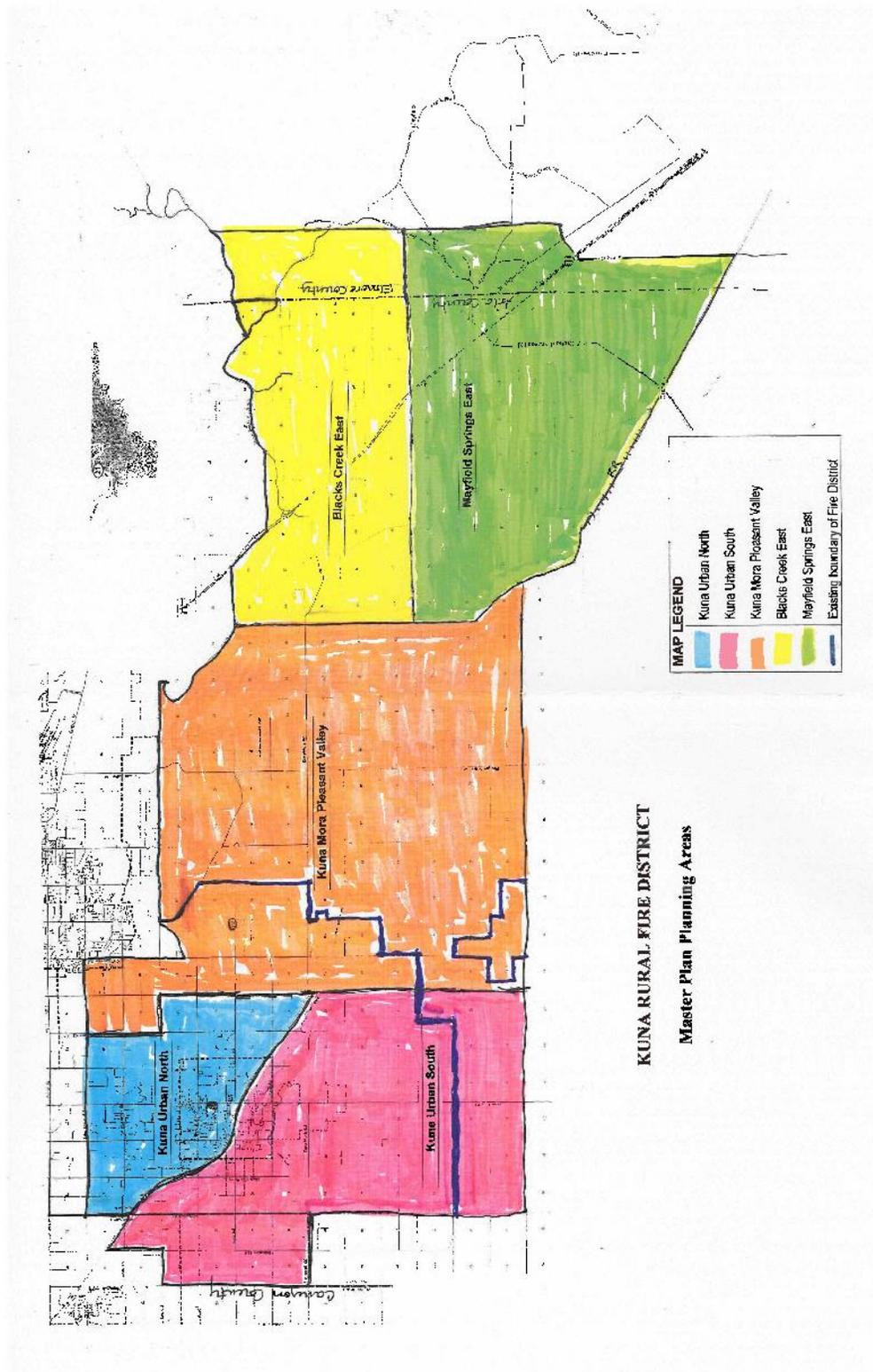
<b>Application Name</b>		<b>Case Number Annex 08-</b>
<b>Appellant/Petitioner/Appellant</b>	<b>Staff:</b>	<b>Hearing Date</b>
<b>Board of Commissioners</b>	<b>Court Reporter</b> _____ <b>Tape Recorded:</b> _____ <b>Secretary Minutes:</b> _____	<b>Hearing location:</b>  <b>Station 1</b>

	<i>Description of Evidence</i>	<i>Withdrawn</i>	<i>Refused</i>	<i>Admitted</i>
1				
2				
3				
4				
5				
6				
7				
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APPENDIX 23.3.2

Master Plan Planning Areas Map

MASTER PLAN PLANNING AREAS MAP



APPENDIX 25.1.2



**KUNA RURAL FIRE DISTRICT**

**150 W Boise Street  
Kuna ID 83634  
Phone: 208-922-1144  
Fax: 208-922-1135**

**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 above stated address***

**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**

---

\_\_\_\_\_ 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 Nonaerial Common Fireworks” herein issued shall be displayed in public view at the location listed on the permit.

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

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

Kuna Rural Fire District  
Fire Code Official

---

**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.

---

APPENDIX 25.2.2



**KUNA RURAL FIRE DISTRICT**

150 W Boise Street  
Kuna ID 83634  
Phone: 208-922-1144  
Fax: 208-922-1135

**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 above stated address***

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

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

---

**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: \_\_\_\_\_  
Kuna Rural Fire District  
Fire Code Official

W:\Work\K\Kuna Rural Fire District 19786\Policy\KRFP DPC updated 12-14-18 JH.docx

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Terry D. Gammel

(b) County of Residence of First Listed Plaintiff Ada (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Erika Birch Jonathan Thorne Strindberg & Scholnick, LLC ; 1516 W Hays St., Boise, ID 83702

DEFENDANTS

KUNA RURAL FIRE PROTECTION DISTRICT, and PERRY PALMER, M.G. BUD BEATTY, JR., TIM CRAWFORD, MIKE SMITH, HAL HARRIS, DEBI ENGLEHARDT-VOGEL

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

William Gigray White, Peterson, Gigray & Nichols, PA 5700 E. Franklin Road, Ste. 200 Nampa, ID 83687

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, PERSONAL PROPERTY, HABEAS CORPUS, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 42 U.S.C. § 1983 ; I.C. §6-1204 (IPPEA) ;

Brief description of cause: Deprivation of due process rights & liberty interests, retaliation for engaging in protected activity, breach of contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 10/07/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Jonathan K. Thorne

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Idaho

Terry D. Gammel

Plaintiff(s)

v.

KUNA RURAL FIRE PROTECTION DISTRICT, and
PERRY PALMER, M.G. BUD BEATTY, JR., TIM
CRAWFORD, MIKE SMITH, HAL HARRIS, DEBI
ENGLEHARDT-VOGEL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Kuna Rural Fire Protection District
c/o William Gigray
White, Peterson, Gigray & Nichols, PA
5700 E. Franklin Road, Ste. 200
Nampa, ID 83687
wfg@whitepeterson.com

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Erika Birch
Jonathan Thorne
Strindberg & Scholnick, LLC
1516 W Hays St
Boise, ID 83702

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Idaho

Terry D. Gammel

Plaintiff(s)

v.

KUNA RURAL FIRE PROTECTION DISTRICT, and
PERRY PALMER, M.G. BUD BEATTY, JR., TIM
CRAWFORD, MIKE SMITH, HAL HARRIS, DEBI
ENGLEHARDT-VOGEL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Perry Palmer, former Chief
c/o William Gigray
White, Peterson, Gigray & Nichols, PA
5700 E. Franklin Road, Ste. 200
Nampa, ID 83687
wfg@whitepeterson.com

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Erika Birch
Jonathan Thorne
Strindberg & Scholnick, LLC
1516 W Hays St
Boise, ID 83702

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Idaho

Terry D. Gammel

Plaintiff(s)

v.

KUNA RURAL FIRE PROTECTION DISTRICT, and
PERRY PALMER, M.G. BUD BEATTY, JR., TIM
CRAWFORD, MIKE SMITH, HAL HARRIS, DEBI
ENGLEHARDT-VOGEL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) M.G. Bud Beatty, Jr., Chairman
c/o William Gigray
White, Peterson, Gigray & Nichols, PA
5700 E. Franklin Road, Ste. 200
Nampa, ID 83687
wfg@whitepeterson.com

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Erika Birch
Jonathan Thorne
Strindberg & Scholnick, LLC
1516 W Hays St
Boise, ID 83702

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Idaho

Terry D. Gammel

Plaintiff(s)

v.

KUNA RURAL FIRE PROTECTION DISTRICT, and
PERRY PALMER, M.G. BUD BEATTY, JR., TIM
CRAWFORD, MIKE SMITH, HAL HARRIS, DEBI
ENGLEHARDT-VOGEL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Tim Crawford, Commissioner
c/o William Gigray
White, Peterson, Gigray & Nichols, PA
5700 E. Franklin Road, Ste. 200
Nampa, ID 83687
wfg@whitepeterson.com

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Erika Birch
Jonathan Thorne
Strindberg & Scholnick, LLC
1516 W Hays St
Boise, ID 83702

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Idaho

Terry D. Gammel

Plaintiff(s)

v.

KUNA RURAL FIRE PROTECTION DISTRICT, and
PERRY PALMER, M.G. BUD BEATTY, JR., TIM
CRAWFORD, MIKE SMITH, HAL HARRIS, DEBI
ENGLEHARDT-VOGEL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Mike Smith, Commissioner
c/o William Gigray
White, Peterson, Gigray & Nichols, PA
5700 E. Franklin Road, Ste. 200
Nampa, ID 83687
wfg@whitepeterson.com

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Erika Birch
Jonathan Thorne
Strindberg & Scholnick, LLC
1516 W Hays St
Boise, ID 83702

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Idaho

Terry D. Gammel

Plaintiff(s)

v.

KUNA RURAL FIRE PROTECTION DISTRICT, and
PERRY PALMER, M.G. BUD BEATTY, JR., TIM
CRAWFORD, MIKE SMITH, HAL HARRIS, DEBI
ENGLEHARDT-VOGEL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Hal Harris, Commissioner
c/o William Gigray
White, Peterson, Gigray & Nichols, PA
5700 E. Franklin Road, Ste. 200
Nampa, ID 83687
wfg@whitepeterson.com

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Erika Birch
Jonathan Thorne
Strindberg & Scholnick, LLC
1516 W Hays St
Boise, ID 83702

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Idaho

Terry D. Gammel

Plaintiff(s)

v.

KUNA RURAL FIRE PROTECTION DISTRICT and PERRY PALMER, M.G. BUD BEATTY, JR., TIM CRAWFORD, MIKE SMITH, HAL HARRIS, DEBI ENGLEHARDT-VOGEL

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Debi Englehardt-Vogel, Commissioner c/o William Gigray White, Peterson, Gigray & Nichols, PA 5700 E. Franklin Road, Ste. 200 Nampa, ID 83687 wfg@whitepeterson.com

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Erika Birch Jonathan Thorne Strindberg & Scholnick, LLC 1516 W Hays St Boise, ID 83702

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

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

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: