

City of Emmett Council Meeting

May 26, 2020

The Emmett City Council held a regular meeting at 501 E. Main Street, Emmett, Idaho.

Mayor Gordon Petrie called the meeting to order at 7:00p.m.

Mayor Gordon Petrie led the **Pledge of Allegiance**

Al Cinnamon offered the **Community Invocation**

Council Present: Councilor Michelle Welch

Council Present via telephone: Council President Steve Nebeker, Councilor Tona Henderson, Councilor Denise Sorenson, Councilor Gary Resinkin. Absent – Councilor Thomas Butler

Staff Present: Lyleen Jerome, Mike Knittel, Stephanie Johnson

Staff present via telephone: Brian Sullivan, Curt Christensen, Alyce Kelley, Steve Kunka, Mike Knittel, Clint Seamons

Public Present via telephone: None

Amendments to the Agenda: None.

Council President Nebeker made a MOTION TO APPROVE THE AGENDA. Seconded by Councilor Henderson. 5 – AYES, 0 – NOES. Motion Carried.

Declaration of Conflicts of Interest: None

Declaration of Council Members' Discussion Outside an Open Meeting: None

ELECTED OFFICIALS:

- A. Mayor
- B. City Council
- C. Announcements and Good of the Order

CONSENT AGENDA:

A. Approval of Minutes – May 12th, 2020 Regular Meeting

B. Approval of Accounts Payable.

Councilor Henderson made a MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED. Seconded by Councilor Welch. AYES -5, NOES - 0. Motion Carried.

NON-CONSENT AGENDA

BUSINESS:

A. Counselor Sweeten requested approval of Ordinance O2020-07. AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 5, CHAPTER 2, ARTICLE A, SECTION 4: DOG NUISANCES, TO REMOVE PROVISIONS RELATED TO "VICIOUS, DANGEROUS, RABID DOGS" AND TO MAKE IT AN INFRACTION TO ALLOW DOGS TO DISTURB THE PEACE; AMENDING TITLE 5, CHAPTER 2, ARTICLE "FIERCE, DANGEROUS, VICIOUS" IN DESCRIBING DOGS; AND SETTING AN EFFECTIVE DATE. Councilor Welch made a MOTION TO APPROVE ORDINANCE O2020-07 AND DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE. Seconded by Councilor Henderson. Roll Call Vote. COUNCIL PRESIDENT NEBEKER – NAY, COUNCILOR HENDERSON – AYE, COUNCILOR RESINKIN – AYE, COUNCILOR SORENSON – AYE, COUNCILOR WELCH – AYE. Motion Carried. City Clerk, Lyleen Jerome read the ordinance, Councilor Henderson made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE O2020-07, DIRECT THE MAYOR TO SIGN AND DIRECT THAT IT BE PUBLISHED BY SUMMARY. Seconded by Councilor Welch Roll Call Vote. COUNCIL PRESIDENT NEBEKER – NAY, COUNCILOR HENDERSON – AYE, COUNCILOR RESINKIN – AYE, COUNCILOR SORENSON – AYE, COUNCILOR WELCH – AYE. Motion Carried.

B. Counselor Sweeten requested approval of Ordinance #O2020-08 AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 1, CHAPTER 10, SECTION 2: OFFICIAL NEWSPAPER, TO UPDATE THE CITY'S OFFICIAL NEWSPAPER TO BE THE EMMETT MESSENGER INDEX; AND SETTING AN EFFECTIVE DATE. Councilor Welch made a MOTION TO APPROVE ORDINANCE #O2020-08 AND DISPENSE WITH THE RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE ONLY. Seconded by Councilor Henderson. Roll Call Vote. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR RESINKIN – AYE, COUNCILOR SORENSON – AYE, COUNCILOR WELCH – AYE. Motion Carried. City Clerk, Lyleen Jerome read the ordinance, Councilor Welch made a MOTION TO ACCEPT THE FIRST AND ONLY READING OF ORDINANCE O2020-08, DIRECT THE MAYOR TO SIGN AND DIRECT THAT IT BE PUBLISHED BY SUMMARY ONLY. Seconded by Councilor Resinkin. Roll Call Vote. COUNCIL PRESIDENT NEBEKER – AYE, COUNCILOR HENDERSON – AYE, COUNCILOR RESINKIN – AYE, COUNCILOR SORENSON – AYE, COUNCILOR WELCH – AYE. Motion Carried.

DEPARTMENT/ ACTIVITY REPORTS

- A. Building Official/City Planner – Director Brian Sullivan – Gave report
- B. City Clerk – Lyleen Jerome – Gave report
- C. Fire – Chief Curt Christensen – Gave report
- D. Library – Director Alyce Kelley – Gave report
- E. Police – Chief Steve Kunka – Gave report
- F. Public Works – Director Clint Seamons – Gave report
- G. Systems Administrator – Director Mike Knittel – Gave report.
- H. Engineer

City of Emmett Council Meeting

May 26, 2020

**Councilor Henderson made a MOTION TO ADJOURN. Seconded by Councilor Welch. 5 – AYES, 0 – NOES.
Motion Carried.**

Meeting Adjourned at 7:33 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

ORDINANCE NO. O2020-09

AN ORDINANCE OF THE CITY OF EMMETT, IDAHO; AMENDING TITLE 4, CHAPTER 3 GARBAGE AND REFUSE, TO UPDATE AND DEFINE PROCEDURES FOR DISPOSAL AND COLLECTION OF GARBAGE AND REFUSE; AND SETTING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF EMMETT, IDAHO, as follows:

- I. City Code Section 4-3: Garbage and Refuse amended by interlineations and additions to read as follows:

“Chapter 3: Garbage and Refuse

4-3-1: DEFINITIONS:

When used in this Chapter, the following words and terms shall have the meanings ascribed to them in this Section:

BULKY WASTE: Stoves, refrigerators, water tanks, washing machines, mattresses, furniture and other large item waste materials, other than construction debris, dead animals, hazardous materials or stable matter, with weights or volumes greater than those allowed for carts.

CART: A wheeled receptacle provided by a contractor, with a capacity not to exceed ninety-six (96) gallons, constructed in such a shape as to permit automatic lifting by solid waste collection equipment, and having a permanently attached tightfitting lid capable of preventing entrance into the receptacle by insects and animals.

CONSTRUCTION DEBRIS: Waste building materials resulting from a construction, remodeling, repair or demolition operation, such as, but not limited to, mortar, plaster, scrap lumber and wood shavings, with weights or volumes greater than those allowed for carts.

COLLECTOR CONTRACTOR: The person holding a contract with, or license from, the City and thereby authorized and designated by the City to collect, handle, transport and dispose of refuse and wastes.

GARBAGE: All putrescible waste, except sewage and body waste, including waste accumulated of animal, food or vegetable matter, and including waste that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit and vegetables, and shall include all such wastes or accumulations of vegetable matter of residences, restaurants, hotels and other places where food is prepared for human consumption. The term "garbage" shall not include recognized industrial by-products, bulky waste, construction debris, dead animals, hazardous waste, or rubbish.

~~INSPECTOR: The authorized employee or employees of the City or some individual designated as having the duty of the enforcement of this Chapter.~~

OVERFLOW TRASH RECEPTACLE: An owner's or occupant's personal receptacle with a capacity not to exceed thirty-two (32) gallons, having handles of adequate strength for lifting. The weight of such receptacle and its contents shall not exceed forty (40) pounds. One (1) overflow trash sticker must be placed on each overflow trash receptacle.

OVERFLOW TRASH STICKER: A sticker used to identify an overflow trash receptacle for pickup.

OWNER and OCCUPANT: May be used interchangeably, and shall mean every person in possession, charge or in control of any dwelling, flat, rooming house or any eating place, shop, place of business, manufacturing or business establishment where garbage or other refuse is created or accumulated.

PERSON: Any person, firm, partnership, association, institute or corporation, and in the plural as well as the singular.

PREMISES: Includes any lot, tract, or parcel of property or any place or area within the city of Emmett, and any street, alley, sidewalk, or public right of way abutting or adjacent to any such lot, tract, parcel, place, or area.

PROHIBITED WASTE:

A. Includes any wastes that have any of the following general characteristics:

1. Extreme temperature;
2. Harmful vapors;
3. The presence of corrosive, flammable, explosive or toxic chemicals;
4. Any materials with physical or other properties which render collection operations hazardous; or
5. Any materials which create a risk to the environment or public health and safety.

B. In addition to wastes with the general characteristics described above, prohibited wastes include:

1. Liquid wastes, both bulk and contained;
2. Tires;
3. Any material regulated by the state of Idaho or the United States environmental protection agency (40 CFR 260-268) as hazardous waste;

4. Any equipment or machines containing refrigerants;

5. Infectious wastes generated from business sources, such as hospitals, clinics, medical, surgical, dental, nursing homes, veterinarian offices, and laboratories. Generators of infectious waste are required to sterilize, package or otherwise process the infectious waste so that it may be collected without hazard to collection personnel and the general public; and

6. Dead animal remains in an amount exceeding ten (10) pounds, excluding animal carcasses if broken down and placed into plastic waste bags and into a lidded, airtight and watertight container; and

7. Dirt or earth debris from construction or land renovation, rocks, stones, automobile bodies and parts, building materials such as masonry, plaster, scrap lumber and wood shavings.

PUTRESCIBLE WASTE: Waste that can decay and stink or become putrid.

REFUSE: Solid wastes, including garbage and rubbish.

RUBBISH: Refuse other than garbage (tin cans, bottles, ashes, paper, pasteboard, cardboard or wooden boxes, brush, leaves, weeds and cuttings from trees, lawns, shrubs and gardens or other waste materials produced in the normal course of doing business, or everyday living). The term "rubbish" shall not include recognized industrial by-products.

WASTE: Unwanted solid, liquid or gaseous materials.

4-3-2: ~~SANITARY INSPECTOR:~~ ~~The City Chief of Police or such police officer or officers as he may designate~~ A member of the Police Department or the Code Enforcement Officer shall be the ~~Sanitary Inspector~~ and shall be responsible for the enforcement of the provisions of this Chapter.

4-3-3: SCOPE OF REGULATIONS:

A. Mandatory Use of System: Every owner or occupant of premises within the city limits must use the refuse collection and disposal system provided for in this chapter, and shall deposit or cause to be deposited in accordance with this chapter all rubbish and garbage that is of such nature that it is perishable or may decompose, or may be scattered by wind or otherwise, and which is accumulated on such premises. All actual producers of refuse, or the owners of premises upon which refuse is accumulated, shall use and be responsible for at least the minimum level of solid waste collection service and associated charges for residential or commercial service, whichever service may apply.

B. Self-Haul: Nothing in this section shall prohibit the personal hauling of solid waste, recyclable materials, or yard wastes by the producer of waste from the producer's premises to an approved county solid waste or other recyclable materials collection site. Occasional haulers who haul the waste they generate are not exempt

from the mandatory solid waste collection service and payment requirements and are responsible for any associated fees for such collection site services, as applicable.

C. No person shall burn, bury, dump, collect, remove or in any manner dispose of rubbish or garbage within the corporate limits of the City except as hereinafter provided.

4-3-4: Prohibited Accumulations and Deposits:

A. It shall be unlawful to permit or to suffer to accumulate in or about any yard, lot, place or premises, or upon any street, alley or sidewalk adjacent to such lot, yard, place or premises owned or occupied by such person, any garbage or refuse so as to cause such yard, lot, premises, or the street, alley or sidewalk adjacent thereto, to be or remain in such condition as to cause a nuisance or offensive odor or atmosphere or rodent harborage, or thereby to become or cause or create, a public nuisance within the corporate limits of the City.

~~B. No person shall throw, discard or deposit any rubbish, garbage or refuse in or upon any street, alley, sidewalk or vacant ground or in or upon any canal, irrigation ditch, drainage ditch or other watercourse. It shall be unlawful to sweep into or deposit or place in any gutter, street or other public place within the City the accumulation of leaves.~~

C. It shall be unlawful for any person, upon vacating dwellings, storerooms, or any other building situated in ~~an urban area~~ the City of Emmett, to fail to remove all garbage, refuse, or solid waste from such buildings and premises and the grounds appurtenant thereto or to fail to place the same in a thoroughly sanitary condition within twenty-four (24) hours after the said premises have been vacated.

4-3-5: REFUSE STORAGE RECEPTACLE REGULATIONS:

A. Containers Carts:

1. Specifications:

~~a. It shall be the duty of every owner or occupant of any place where garbage or rubbish is created or accumulated to at all times keep or cause to be kept portable appurtenances consisting of metal or other approved type of container for the deposit therein of rubbish and garbage, and except as herein otherwise provided, to deposit or cause to be deposited therein all rubbish and garbage. All such containers shall be watertight, rodent and fireproof, and not easily corrodible, shall be equipped with handles and close fitting lids. Such containers shall be not less than twenty (20) gallons' capacity nor more than thirty one (31) gallons' capacity, and limited to one hundred (100) pounds in weight. The containers shall be not less than twenty eight (28) gauge metal or the equivalent, and be hotdipped after fabrication to assure nonleaking cans, or a can that is guaranteed by the manufacturer and so labeled to be leakproof regardless of manufacturing processes.~~

~~b. Disposable (nonreturnable) plastic bags, which shall be manufactured from polyethylene or ethylene copolymer resin, with the gauge of not less than one and five tenths (1.5) mils.~~

~~c. The aforesaid plastic bags may be used as liners in containers but such containers shall be watertight, of a solid and durable material and shall be equipped with suitable, close fitting covers.~~

Carts shall be sixty-four (64) or ninety-six (96) gallon wheeled receptacles equipped with permanently attached lids approved by the city and provided by the contractor. Several options for dumpsters are available for commercial users and available from the contractor.

- ~~2. The lid shall not be removed except when necessary to place garbage and rubbish therein or to take the same therefrom. Whenever garbage is placed therein or taken therefrom, such lid shall be replaced by the person placing or taking therefrom such garbage or rubbish~~ Overloading Carts: It shall be unlawful for any person to load a cart beyond its maximum volume or weight capacity of one hundred (100) pounds or in a manner which is unstable or likely to cause damage, cause littering, or impact the public health or safety. All refuse must fall freely when emptied.
- ~~3. Containers~~ Carts to be in Sanitary Condition: Such containers Owners and Occupants shall be kept responsible to keep their cart in sanitary condition, with the inside and outside thereof washed at such times as to keep the same free and clean of all accumulating grease and decomposing material and so that no odor nuisance shall exist. The contractor shall replace a cart when it is no longer functional or when determined by contractor to be unsafe for further use.
- ~~4. Placement of Containers~~ Carts: All garbage and refuse cans shall be placed in a place accessible to the collector; provided, that in the case of isolated dwellings or places or where reasonable access cannot be had by a truck, the cans may be kept in such places as may be agreed upon by the owner and collector, or at such place as may be designated by the Inspector; provided further, that there is no alley entrance, the cans shall be placed on the street curb on collection days Carts shall be placed at the street curb, or as close as possible, and have at least four (4) feet of clearance from any obstruction, including mailboxes, trees, shrubs, utility poles, cars, etc. on collection days. There shall be at least fourteen (14) feet of unobstructed overhead clearance for pickup. Alley collection will not be allowed, except in designated areas as determined by the city and contractor.
- ~~5. Failure To Utilize Carts:~~ It shall be unlawful for any person to leave refuse at the curb for collection in any receptacle other than a Contractor owned and supplied cart or an overflow trash receptacle; refuse, including trash bags, will not be picked up if not placed into an appropriate receptacle.

B. Preparation of Garbage Before Deposit: All garbage shall, before deposit in ~~such can or container~~ a cart, be ~~wrapped in paper or other material~~ placed in an a plastic bag or plastic sack so as to help prevent the escape of liquids therefrom.

C. Special Handling of Rubbish: Rubbish consisting only of cardboard, or wooden boxes, brush, leaves, weeds, cuttings from trees, lawns, shrubs, gardens and such materials, shall be kept deposited in a wooden or metal can or sack an approved receptacle as outlined in section "A. Carts" for ease of loading. ~~and b~~Brush, etc., shall be tied in bundles not to exceed four feet (4') in length. Compost piles may be maintained for fertilization purposes and matter used for fertilization purposes only may be transported, kept and used; provided, that the same shall not constitute a nuisance.

Nothing in this subsection contained shall be construed to permit the violation of any ordinance or any rule of the City Fire Department.

D. Businesses:

~~—To insure the health of the inhabitants of the City, the City Council does hereby ordain that premises and businesses such as, but not limited to, restaurants, grocery stores, hospitals, butcher shops and establishments wherein large accumulations of garbage occur, are nuisances to the extent that the same should be, and are hereby in the manner and method hereinafter provided, designated as a separate class of premises for the collection and disposal of garbage and rubbish and the same shall be deposited separately in suitable cans and containers as outlined in section 4-3-5A(1). From and after the effective date hereof, the Inspector shall designate such premises wherein large accumulations of garbage and rubbish occur and shall notify the owner of such premises of such designation. From and after such notification by the Inspector, all garbage accumulated upon said premises shall be deposited separately in cans for garbage as approved by the City Council.~~

4-3-6: COLLECTION OF GARBAGE AND REFUSE:

4-3-6-1: LICENSING AND CONTRACTING:

A. The Mayor and City Council are the sole authority to license, contract or perform all services pertaining to sanitary collection and disposal under this Chapter, and to establish reasonable fees for licenses, and is authorized to enter into contracts with one or more contractors or collectors, and may establish reasonable rules and regulations governing the conduct and operation of such licensees, contractors, or collectors.

B. The City Council may require of any such collector or contractor a bond in a reasonable amount, the conditions of which shall be the satisfactory performance of the contract.

4-3-6-2: ~~SANITARY SERVICE SYSTEM: RESERVED~~

~~A. System Established: There is hereby established a system of refuse collection, transportation and disposal.~~

~~B. Use of System Required: Every owner and occupant of premises within prescribed corporate limits of the City must use the refuse collection and disposal system herein provided and shall deposit or cause to be deposited in accordance with this regulation all rubbish and garbage that is of such a nature that it is perishable or may decompose, or may be scattered by wind or otherwise, which is accumulated on such premises; provided, that in sparsely populated areas of the City where the collection of garbage and refuse on the schedules hereinafter set forth would be impracticable, the City Council may issue a special permit altering the time and extent of collection.~~

4-3-6-3: REQUIREMENTS FOR COLLECTORS CONTRACTORS:

~~A. Required License or Contract: It shall be unlawful to engage in the business of collection, transporting, hauling or conveying any refuse over the streets or alleys of the City, or to dump or dispose of the same unless and until such person is licensed therefor or the contractor has a contract therefor as an authorized representative of the City.~~

~~B. Collectors' Contractors' Vehicles:~~

~~1. All collectors shall furnish vehicles for the collections and hauling of garbage and rubbish. The collectors shall keep such vehicles clean, sanitary, neatly painted and in good running order, and shall wash, clean and disinfect all such vehicles at least once a week. Each vehicle shall be equipped with a watertight body, and each vehicle shall always be provided with a suitable or otherwise approved covering to retain dust and prevent scattering of garbage or rubbish.~~

~~2. The Inspector shall regularly, at such times and places as may be by him designated, and quarterly, inspect vehicles designed for the collection and transportation of such garbage and rubbish and may certify his approval or disapproval as to compliance with the provisions of this Chapter. No person shall use or operate any vehicle for the collection or transportation of garbage and rubbish unless such vehicle is approved by the Inspector. RESERVED~~

4-3-6-4: COLLECTION SCHEDULE AND METHOD:

~~Collectors Contractors shall collect garbage and rubbish from each customer at least twice a week for the six (6) months' period from May 1 through October 1, and but at least once a week for the remaining months of the year, or as may be provided by rules and regulations of the City Council. Collectors shall follow the traveled portion of streets and alleys, or the regular walks for pedestrians while on private property, and shall take care in loading of such rubbish and garbage so that none of the material collected is left either upon the private property or the streets and alleys. The collector shall return the containers with all contents removed and replace the lid thereon in accordance with the approved contract with the City. Residential collection shall take~~

place between the hours of 7am and 9pm. Commercial or industrial collection shall take place between the hours of 5am and 9pm; provided, however, weather conditions and holidays may alter this schedule when interfering with normal collection times.

4-3-6-5: COLLECTION FEES:

A. Fees Established: The rate and fee for the collection of garbage and refuse shall be the sum provided, from time to time, by council action.

~~1. Single Family Residences: The rate and fee for the collection of garbage and refuse from single family residences shall be the sum provided, from time to time, by council action.~~

~~2. Multiple Family Residences; Businesses: The rates and fees for the collection of garbage and refuse from multiple family residences and all business houses and similar places and establishments shall be fixed and determined by negotiation and agreement between the city council and the occupants and/or owners of such places, as the case may be; provided, however, that such rates and fees shall not be less than the rate established for single family residences. The city clerk shall prepare a list of all such or similar places as have heretofore been adjusted by such negotiation and agreement and kept on file in his office and added to whenever further adjustments have been made by such negotiation and agreement. If an agreement between the city council and the owners and/or occupants of such multiple family residences and/or such business houses or similar establishments cannot be arrived at by such negotiation and agreement, the city council shall have the right to select comparable multiple family residences or comparable business houses and similar establishments as have heretofore been established by negotiation and agreement as a standard and basis for fixing rates and charges to be fixed for such places; provided, however, that such fees and charges shall not be less than the rate established for single family residences for each such place.~~

~~3. Adjustments For Hardship Cases: When the enforcement of the provisions of this subsection shall cause a hardship upon the owners and/or occupants of places within the city, he, she or they may request the blank form prepared for such purpose and may write thereon the reason for relief from the minimum charge per month as determined by council action, and, if possible, state thereon what he, she or they are able to pay, and may appear before the city council and explain the request, and the city council, after having duly considered the same, may grant such relief as in its judgment may be just and equitable. The city clerk shall prepare a list of the cases so adjusted and from time to time add further cases on such list stating the name, address and amount, if any, fixed by the city council.~~

B. Payment Of Fees; Delinquencies: Fees shall be paid at the office of the city clerk and shall be carried on the monthly water and sewer service bills, and such garbage and rubbish charges shall become delinquent the same as for water and sewer service charges, and if the entire water, sewer service, garbage and rubbish, and landfill (county disposal site) charges are not paid at the same time, the garbage and rubbish

charges shall be subject to the same penalties provided for delinquency in payment of water and sewer service charges.

C. Disposition of Revenue: The proceeds from the collection of fees and charges herein provided for shall be entered and placed in a fund to be known and designated as the "sanitation fund", subject to the terms and conditions of any contract or agreement entered between said city and the garbage and rubbish collector contractor of the city.

4-3-7: ~~MATERIALS~~ PROHIBITED WASTE NOT ACCEPTABLE FOR COLLECTION:

~~Dirt or earth debris from construction or land renovation, rocks, stones, automobile bodies and parts, dead animals, building materials such as masonry, plaster, scrap lumber and wood shavings are not acceptable for collection, and such items shall be collected and disposed of by the building contractor, owner or occupant of the premises. No person may deposit or relinquish for collection or disposal through the collection and disposal system provided for in this chapter any prohibited waste.~~

4-3-8: INSPECTIONS:

~~The chief of police, such person as may be designated as sanitary inspector, or any other person connected with the enforcement of laws, Inspector may, at reasonable hours, upon proper official identification, and with the owner's permission, enter any buildings, premises or public thoroughfares, to which this chapter applies, excepting only the interior of private dwellings, for the purpose of ascertaining and causing to be corrected any condition liable to cause violation hereof. If the owner, agent or occupant refuses to permit or prevents entry upon the premises by any such inspector, the inspector shall obtain a search warrant to make the inspection or investigation.~~

4-3-9: VIOLATION; PENALTY:

~~Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in subsection 1-4-1B of this code~~ Any person violating any provision of this chapter shall be guilty of an infraction punishable by collection of a fine of one hundred dollars (\$100.00). Each day the violation is committed or permitted to continue shall constitute a separate violation of this chapter, punishable as above. In addition to, and exclusive of, any criminal penalty provided by this chapter, the City retains the right to utilize all civil remedies provided under State or Federal law to recover any expenses incurred by the City due to a violation of this chapter. This shall include all costs associated with the collection and disposal of garbage and refuse undertaken by the City after a violation of this chapter, any Federal penalties levied against the City directly attributable to a violation of this chapter, as well as any investigation or legal expenses incurred in enforcing this chapter. All remedies and penalties under this chapter are in addition to and do not supersede or limit any and all other remedies and penalties, both civil and criminal. The remedies provided for herein shall be cumulative and not exclusive."

II. Effective date: This ordinance shall take effect and shall be in force from and after its passage, approval and publication as required by law.

Passed by City Council on the ___ day of _____, 2020

Approved by the Mayor on the ___ day of _____, 2020

MAYOR

ATTEST:

CITY CLERK



CITY OF EMMETT
Building & Zoning Department
601 E. 3rd Street
Emmett, Idaho 83617

Building & Zoning Department

Brian Sullivan:
bsullivan@cityofemmett.org
Anna Marie Young
ayoung@cityofemmett.org
Ph: (208) 365-9569
Fax: (208) 365-4651

June 3, 2020

RE: Saw Mill Minor Subdivision # 20-001

Mayor and City Council,

Staff has reviewed the referenced subdivision plat, Saw Mill Subdivision, and recommends approval of the plat with site specific condition on pages 2 and 3 being part of the approval.

Proposed Motion:

I would like to make a motion to approve Saw Mill Minor Subdivision, # 20-001, with the following conditions.

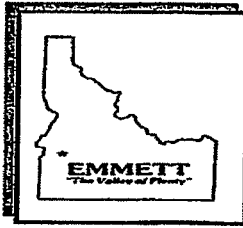
1. Comply with all Final Plat review comments.
2. All review fees from County Surveyor being paid prior to signing the Mylar.
3. Submit two (2) paper copies and 1 digital copy of the final plat to the Zoning department for review prior to printing the Mylar.
4. Final plat must be recorded within 1 year of written approval unless an extension is requested and granted by the City.
5. The applicant is to follow all recording requirements as outlined in ECC 10-2-4K.
6. Within ten (10) days of recording the final plat, new deeds and legal descriptions for lots 1-2 shall be prepared and recorded in Gem County Recorder's Office.

OR

I make a motion to deny the final plat of Saw Mill Subdivision for the following reason:

Sincerely,

Brian Sullivan
Building / Zoning Administrator



CITY OF EMMETT
MASTER PUBLIC HEARING APPLICATION

601 E. 3rd Street, Emmett, Idaho 83617 www.cityofemmett.org phone: (208) 365-9569 fax (208) 365-4651

TYPE OF APPLICATION: (Please check all that apply.)

- ANNEXATION, APPEAL, COMPREHENSIVE PLAN TEXT AMENDMENT, COMPREHENSIVE PLAN MAP AMENDMENT, DESIGN REVIEW, DEVELOPMENT AGREEMENT, REZONE, SPECIAL USE PERMIT, SUBDIVISION, PRELIMINARY, SUBDIVISION, FINAL, SUBDIVISION, COMBINED/MINOR, SUBDIVISION, MODIFICATION, VACATION, VARIANCE, ZONING TEXT AMENDMENT

PROJECT NAME: Saw Mill Subdivision

SITE INFORMATION:

(This information can be found on the Assessor's property information assessment sheet.)

Quarter: NW 1/4 of SW 1/4 Section: 7 Township: 6N Range: 1W Total Acres: 1.52

Subdivision Name (if applicable): Saw Mill Subdivision

Site Address: 522 So M. 11 Road

Lot: Block:

City: Emmett

Tax Parcel Number(s): R.P.C 402 005 00330

Current Zoning: R-3

Current Land Use: Bare land Shop Bldg.

PROPERTY OWNER:

Name: Josh Bishop

APPLICANT:

Name: John Wyma

Address: 1769 W. Pyramid Peak

Address: 201 N. John's Ave

City: Boise State: ID Zip: 83709

City: Emmett State: ID Zip: 83612

Telephone: 208-949-3264 Fax:

Telephone: 208-863-2465 Fax:

Email: j.wyma@mlb.com

I consent to this application and allow City staff to enter the property for site inspections related to this application.

I certify this information is correct to the best of my knowledge.

Signature: (Owner)

Signature: (Applicant)

Date: 4/30/20

NOTE: THIS APPLICATION MUST BE SUBMITTED WITH THE APPLICABLE CHECKLIST (S).

OFFICE USE ONLY

File No.: 11120-00 Received By: BS Date: 5-1-2020 Fee: 320.00 Receipt No:



CITY OF EMMETT
PLANNING & ZONING DEPARTMENT

STAFF RECOMMENDATION

DESCRIPTION: MINOR SUBDIVISION FOR SAW MILL SUBDIVISION

FILE NUMBER: MIN-20-001

CITY COUNCIL REVIEW DATE: JUNE 9, 2020

PROPERTY OWNER: JOSH BISHOP
1769 W. PYRAMID PEAKS
BOISE, ID 83709

APPLICANT: JOHN WYMAN
208 N. JOHNS
EMMETT, ID 83617

SITE LOCATION: 522 S. MILL ROAD, RPC40200T00330

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY & OVERVIEW

The applicant, John Wyman, filed a minor subdivision application (combining the preliminary and final plat) to create lots 1 and 2 of Saw Mill Subdivision. Lot 1 will be .20 acres, or 8,712 sq. ft., and lot 2 will be 1.21 acres or 52,707 sq. ft. The minimum lot size in the R-3, multi-family residential zone is 8,000 sq. ft.

ECC 10-2-4, Sub-section "M" notes that a minor subdivision with no new roads or infrastructure with no more than four (4) building lots may obtain preliminary approval from the administrator. Final approval must be obtained from the City Council. No public hearing is required for Final Plat applications and no notice was given (other than posting the meeting agenda).

Staff Recommendation: Staff finds that all procedural requirements of the Subdivision Ordinance have been met, including payment of the fees associated with the application. Staff recommends approval of the application.

2. APPLICATION & PROPERTY FACTS

Saw Mill Subdivision– Minor Subdivision

A. Site Address/Location:

The subject property is located at 522 S. Mill Road, Emmett, ID. The property is located in Township 06N, Range 01W, Section 7, Boise Meridian, Gem County Idaho.

B. Current Owner(s): Josh Bishop
1769 W. Pyramid Peaks
Boise, ID 83709

C. Applicant(s): John Wyman

D. Representative: Same

E. Present Zoning: R-3, Multi-Family Residential

F. Present Comprehensive Plan Designation: Area of City Impact

3. APPLICATION PROCESS FACTS

A. Relevant Ordinances and Required Actions:

The subject application will in fact constitute a Combined Plat/Minor Subdivision application, as determined by Emmett City Code. The City Council must review and decide to either grant, grant with conditions, or deny the request.

4. LAND USE

A. Existing Land Use(s): Lot 1 has an existing garage, and lot 2 is vacant land.

B. Description of Character of Surrounding Area: The immediate vicinity has single-family residential homes and duplexes.

C. Adjacent Comprehensive Plan, Zoning and Land Use:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
North of site	Area of City Impact	A-2 Rural Transitional Ag. – County R-2, Duplex-City	Bare land 3 Duplex’s
South of site	Area of City Impact	A-2 Rural Transitional Ag- County	Single-Family Resident
East of site	Area of City Impact	R-3 Multi-Family Residential	Single-Family residential and vacant land
West of site	Area of City Impact	R-1 Single-Family Residential	Twin Buttes Subdivision

D. Existing Site Characteristics:

The property is vacant land with shop.

5. SITE SPECIFIC CONDITIONS OF APPROVAL (P&Z Dept.)

1. The Final Plat stamped 5/27/2020 by Jeremiah B. Fielding with Eagle Land Surveying, LLC. is Saw Mill Subdivision– Minor Subdivision

approved with the following changes:

- a. Applicant shall comply with all Final Plat review comments of the County Surveyor (if any) regarding the technical elements of the Final Plat drawing.
- b. Review fees from the County Surveyor will need to be paid prior to signing the Mylar.

Revise the final plat (if needed) per the above comment and submit two (2) paper copies and one (1) digital copy to the Emmett P&Z Department for final review before preparing the Mylar copy for final signature.

2. Approval period: Final plat shall be filed with the county recorder within one year after written approval by the city, otherwise such approval shall become null and void unless prior to said expiration date an extension of time is applied for by the sub-divider and granted by the city council.
3. The applicant shall comply with all plat recording procedures outlined in ECC 10-2-4.K
4. Within ten (10) days of recording the final plat, the applicant shall prepare new deeds and legal descriptions for lots 1 and 2 and record said documents with the Gem County Recorder's Office. Copies of the recorded deeds and legal descriptions are to be provided to the Zoning Department.

SAW MILL SUBDIVISION MIN #20-001
 LOCATED IN THE SW 1/4 OF SECTION 7, T. 6 N., R. 1 W., B.M.,
 CITY OF EMMETT, IDAHO
 2020

BOOK _____ PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, DO HEREBY CERTIFY AND WARRANT TO THE PUBLIC RECORDS THAT THE PROPERTY TO BE KNOWN AS SAW MILL SUBDIVISION MIN #20-001, AND THAT WE INTEND TO INCLUDE SAID REAL PROPERTY, AS DESCRIBED BELOW, IN THIS PLAT. THE OWNERS ALSO HEREBY STATE THAT THIS PLAT COMPLES WITH IDAHO CODE 50-1334(1).

Part of the Southwest 1/4 of Section 7, Township 6 North, Range 2 West of the Boise Meridian, Gem County, Idaho described as:

Beginning at the West Quarter corner of Section 7, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho and running thence S00°32'27"W 340.00 feet along the West line of said Section to the Point of Beginning; thence S89°02'40"E 330.00 feet; thence S00°32'27"W 200.00 feet parallel with the West line of said Section; thence N89°02'40"W 330.00 feet to a point on the West line of said Section; thence N00°32'27"E 200.00 feet along said West line to the Point of Beginning.

The above described parcel contains 1.52 acres, more or less.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE PLAT IN THE PUBLIC RECORDS AS A PUBLIC RECORD. THE PUBLIC RECORDS IN THIS PLAT ARE NOT DESIGNATED TO THE PUBLIC RECORDS AS A PUBLIC RECORD. THE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

PURSUANT TO IDAHO CODE 50-1334, I THE UNDERSIGNED, DO HEREBY STATE THAT THE INDIVIDUAL LOTS SHOWN HEREON WILL BE SERVED BY MUNICIPAL WATER AND THE MUNICIPAL SYSTEM HAS AGREED IN WRITING TO SERVE ALL LOTS IN THE SUBDIVISION.

THE LOTS IN THIS SUBDIVISION IS TO SERVED BY MUNICIPAL SANITARY SEWER.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND:

 JOSHUA JAMES BISHOP

 KATIE JO BISHOP

ACKNOWLEDGMENT

STATE OF IDAHO)
) s.s.
 COUNTY OF CAYON)

ON THIS PUBLIC RECORD FOR SAID SUBDIVISION MIN #20-001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, AND IN THE PRESENCE OF JOSHUA JAMES BISHOP AND KATIE JO BISHOP, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO SAID INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, JEREMIAH B. FELDING, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE VOICES OF SURVEYMADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND CONTROL, IN ACCORDANCE WITH THE IDAHO STATUTES AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



JEREMIAH B. FELDING, P.L.S. IDAHO LICENSE NO. 12220

EAGLE LAND SURVEYING, LLC.
 105 Park Street, Suite 200, Boise, Idaho 83725
 Phone: 208-333-7174, Fax: 208-333-0600, www.els.com

SEC. 7, T. 6 N., R. 1 W., B.M.

DATE	19-1-16	SHEET	2
SCALE	AS SHOWN	OF	3
CHECKED BY	JBF	BY	JBF

SAW MILL SUBDIVISION MIN #20-001
LOCATED IN THE SW 1/4 OF SECTION 7, T. 6 N., R. 1 W., B.M.,
CITY OF EMMETT, IDAHO
2020

BOOK _____ PAGE _____

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 59, CHAPTER 13 ARE IN FORCE AND OWNER SHALL CONSTRUCT ANY BUILDING OR SHEDS THAT NECESSARILY REQUIRE THE SUPPLYING OF WATER OR SEWER FACILITIES FOR PERSONS USING SAID PREMISES UNTIL SANITARY RESTRICTIONS ARE SATISFIED.

DISTRICT HEALTH DEPARTMENT, EMS _____ DATE _____

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE CITY OF EMMETT REQUIREMENTS REGARDING FINAL PLATS HAVE BEEN MET.

CITY OF EMMETT ENGINEER _____ DATE _____

APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EMMETT, GEM COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 2020, THIS FINAL PLAT WAS APPROVED.

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____



VICINITY MAP
 SCALE: 1"=500'

CERTIFICATE OF THE COUNTY SURVEYOR

I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR GEM COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

GEM COUNTY SURVEYOR _____

APPROVAL OF COUNTY ASSESSOR

I, THE UNDERSIGNED, COUNTY ASSESSOR IN AND FOR THE COUNTY OF GEM, IDAHO, DO HEREBY CERTIFY THAT THIS PLATING IS ACCEPTABLE FOR ASSESSMENT PURPOSES.

GEM COUNTY ASSESSOR _____ DATE _____

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF GEM, IDAHO, DO HEREBY CERTIFY THAT THE PROPERTY TAXES ON THE PROPERTY DESCRIBED HEREIN IS PAID IN FULL THROUGH THE YEAR TAX YEAR AS NOT YET PAYABLE. THIS CERTIFICATION IS VALID IF RECORDED WITHIN THIRTY (30) DAYS OF CERTIFICATION.

GEM COUNTY TREASURER _____ DATE _____

CERTIFICATE OF COUNTY RECORDER



EAGLE LAND SURVEYING, LLC.
 100 W. MAIN ST. SUITE 100
 (208) 861-7818, FAX 208-861-8344
 www.elsurveying.com

SEC. 7, T. 6 N., R. 1 W., B.M.

BOOK	PAGE	SUBJECT
19-164	3	OF
DATE	FILED	BY
APR 20 2020	10:00 AM	EMMETT B. BROWN

2020 OPERATING PLAN
for
COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
SNAKE RIVER VALLEY FIRE CHIEFS ASSOCIATION
And The
USDI, BUREAU OF LAND MANAGEMENT
BOISE DISTRICT

This Operating Plan is prepared and pursuant to the Cooperative Fire Protection Agreement No. MOA-BLM-BDO-2018-015 between the Bureau of Land Management, Boise District and the Snake River Valley Fire Chiefs Association. This OP becomes attached to, and made part of said agreement which will stay in effect until superseded.

This OP will be reviewed annually, and Parties to this agreement agree to meet preseason to identify critical resource areas. Any changes to this OP will be agreed upon by all parties, and the modified OP will be signed by all parties in order to supercede any previous versions.

COOPERATION

All parties to this operating plan agree to provide mutual aid assistance and support the protecting party with available resources.

The DEPARTMENT is primarily responsible for the prevention, protection and suppression of structural fires and wildland fires occurring to property of residents within their jurisdictional boundaries. These structures and lands protected by the District/Department are intermingled or adjacent to lands protected by the Federal Agencies.

The AGENCIES are primarily responsible for the prevention, protection and suppression of wildland fires within the protection boundaries of federally administered lands adjacent or intermingled with state and private lands. The Federal Agencies will not assume responsibility for structure fire suppression and/or protection that is the legal jurisdictional of another entity (State, County, Local, Tribal or property holder). The Federal Agencies are not responsible for suppressing structure fires. However, the Federal Agencies may assist in providing structure protection, but not structure suppression. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards.

The AGENCIES are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will the AGENCIES resources be dispatched for medical emergencies.

The mission and intent of this OP is to provide for cooperation by the Parties in the prevention, detection and suppression of wildland fires to the extent the provision of such support is properly authorized.

1. The mutual aid period for the purposes of this OP shall be 24 hours.
2. The mutual aid areas are established reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. See Map EXHIBIT A.
3. All assistance beyond the 24 hours shall be assistance by hire and the billing period will begin at the end of the 24-hour mutual aid period.
4. For the purpose of this OP, all initial attack ground resources and overhead are understood by the Parties to be mutual aid resources. All aircraft and their associated support personnel costs are considered assistance by hire.
5. On multi-jurisdictional incidents a cost share agreement shall be developed, documented and signed. Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share.
6. No Party to this agreement will be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.

Requested assistance outside of the Mutual Aid area, when requested by the Agencies, will be under agreement with the Agencies, and requested via a Resource Order. Such requested assistance is reimbursable.

Fires located on private lands, that are under another Department/Districts jurisdiction where resources are ordered under a Chief to Chief agreement are not reimbursable under this agreement.

All resources provided by District/Department for suppression activities on the federal jurisdiction fires during the "off season" will be considered assistance by hire. This period is October 1 to June 1 each year and includes the area identified in the Off Season/Area Map, EXHIBIT B. Closest available resources concept will be utilized.

For any "off season" federal fires to be considered for assistance by hire reimbursement, the District/Department must:

- Contact the Boise Interagency Dispatch Center immediately, and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
- Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit F.
- Notify the federal duty officer if additional resources are needed beyond the initial response.

All billings for fire assistance during this period of time will be billed directly to the appropriate federal agency.

COMMUNICATIONS

A coordination meeting between The DEPARTMENT/DISTRICT and the AGENCIES may be held annually prior to June 1. This meeting is intended to review the past year of cooperative assistance, and revise this OP, if needed. All Exhibits, including maps, frequencies, and contact information will also be reviewed, and modified, if necessary, and will be attached to the updated OP. It is preferred that maps be produced in a GIS format.

Agency Contact information will be provided by all parties to this OP and are provided in EXHIBIT K.

Both parties are authorized to use the frequencies listed in EXHIBIT D, during emergency operations only. When multi-agency or a rapidly expanding incident occurs, the use of these frequencies for the tactical channel is mandatory to ensure common communications on the fire ground. Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over the command frequency to all units on the scene. A frequency repeater map will also be attached as EXHIBIT E.

Prior to the fire season, ALL PARTIES should review and/or provide updated EXHIBITS to this OP, specifically EXHIBITS A,B,C, D, E, F, and K.

If either party to this plan issues burning permits to the public in an area of mutual concern, they will contact the other agency's dispatch center with the location, name of party receiving the permit, dates, phone number, and acreage permitted.

All parties to the OP will coordinate fire restrictions or closures, due to weather or fire severity. The "Idaho Restriction Operations Plan" will be used as a guide. A copy of this document can be found on the local Dispatch Center website.

<https://www.idahofireinfo.blm.gov/southwest/firerestrictions.htm>

NOTIFICATIONS

Dispatch Contact information:

- Structure/Private lands: 9-1-1 (or)
Appropriate County Dispatch
- Boise Interagency Dispatch Center
3948 S. Development Ave
Boise, ID 83705
(208)384-3400

OPERATIONS

Rapid dispatching of personnel and equipment to fires is primary to both Parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally

important that initial attack resources understand their roles and responsibilities, and those of the other agencies. Personnel shall be familiar with the following:

Standards for qualifications, training, and physical fitness as set in the National Wildfire Coordinating Group (NWCG) PMS 310-1 "*Wildland Fire Qualification System Guide*" or National Incident Management System (NIMS) Certification Standards are required. At the time of the request, the Supporting Party will identify the person in charge of responding resources.

- a. During initial action, all agencies (federal, state, local and tribal) accept each other's standards. When an incident exceeds initial attack and jurisdiction has been clearly established, the standards of the agency(s) with jurisdiction prevail.
- b. Prior to the fire season, federal agencies should meet with their state, local and tribal agency partners and jointly review the qualification/certification standards and Personal Protective Equipment (PPE) that will apply to the use of local, non-federal firefighters during initial attack on fires on lands under the jurisdiction of a federal agency. Each Party will advise the other of applicable cross training opportunities for personnel.

Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear appropriate personal protective equipment (PPE).

- a. Required Personal Protective Equipment (PPE) will include the following:
 - Flame resistant clothing (Pants, Long-sleeved Shirt, or Jumpsuit) Clothing must be National Fire Protection Association (NFPA) 1977 compliant
 - Hard hat with chinstrap
 - Leather gloves
 - New Generation Fire Shelter (M2002), carried or in a readily accessible manner.
 - Leather boots, 8 inch high, leather-laced, with melt-resistant soles.
 - Additional fire suppression duties and activities may require the use of ear and eye protection and/or the use of specialized leg protection (chaps) during chainsaw use, or turnout gear and structure fire equipment during structure firefighting and structure protection activities.
- b. Personnel who are not properly equipped with the appropriate PPE will be released from active fireline duty and will be reassigned to other support functions, or released from the incident.

Before fire suppression efforts begin, all fire fighters will be briefed about the nature of the fire, fuel conditions, weather information, safety reminders, potential hazards, command structure, and radio use.

The Incident Commander, in coordination with Unified Command personnel, if applicable, shall ensure that the incident is named, a command structure, communications plan, and incident objectives, are developed and shared, as well as identifying and sharing known hazards. The incident commander will be identified as the IC and shall inform the protecting agency dispatch center with the incident name, and also provide to dispatch their name or agency position title (i.e.

Battalion 10).

The IC or designee will order and track all resources through a single point. Once unified command is established, the Boise Interagency Dispatch Center will become the single point of ordering. The use of the AGENCIES' incident organizer is encouraged by the IC.

https://www.idahofireinfo.blm.gov/southwest/documents/logistics_dispatch/2020_Incident_Organizer.pdf

It shall be the policy of all parties to release the SUPPORTING PARTY'S personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the Incident Commander and the SUPPORTING PARTY.

Each Party will make available and familiarize their officers with the contents of this AOP.

Personnel and equipment of the parties to this agreement may enter upon the lands administered or protected by the other parties in order to effect this agreement.

The PROTECTING PARTY is responsible for extended mop-up operations of the incident.

AIRCRAFT OPERATIONS

The DEPARTMENT may request federal aviation resources. All operational control of federally-leased or owned aviation resources will remain under the direction of BOISE Interagency Dispatch Center (BODIDC). BODIDC will direct the use of aircraft. The DEPARTMENT/DISTRICT may order federally controlled aircraft (large air tanker, SEAT, helicopter, or observation flight) through the responsible dispatch center or on-scene federal agency command representative, but the aviation operation will remain under the direction of BODIDC. The requesting DEPARTMENT/DISTRICT will provide mission objectives, geographic location, ground contact information, and hazards in the area such as (power lines, towers, houses etc.). All federally controlled aircraft requested for use on non-federal land, will be billable to the non-federal requesting party. All AGENCIES aircraft is considered Assistance by Hire.

For safety reasons, the utilization of non-government aircraft is discouraged. If a DEPARTMENT or private entity attempts to utilize aircraft from other than BODIDC it may hinder or stop the operations of AGENCY aircraft. Federal aviation resources that may already be engaged on the incident. Communications, operational control, and coordination are key to safe, successful aviation operations. Fire Traffic Area (FTA) protocols (supervision, communications, frequencies, entry/exit, etc.) must be adhered to, by any, and all aircraft responding to a mutual aid incident.

Any aircraft not ordered from the BODIDC is limited to operations on private land, and Federal personnel will not exercise any operational control. Aerial coordination will be part of the annual coordination meeting agenda. The AGENCIES will not pay for aircraft that is not federally carded for use on federal lands.

CAUSE AND ORIGIN INVESTIGATIONS

Each party will be responsible for cause and origin investigations within the boundaries of their jurisdiction in which the suspected origin is located, will serve as the lead for the investigation. Any party may request assistance from agencies outside the suspected origin jurisdiction

Evidence and other information concerning incendiary fires, etc. will be shared with all parties to increase probability of prosecution and/or cost recovery.

WILDLAND URBAN INTERFACE

The operational roles of the federal agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies may assist with exterior structural fire protection activities under this fire protection agreement.

SHARING FACILITIES

Administrative/Training: Sharing of facilities for the purpose of training is beneficial for all agencies to this agreement; therefore there will be no charge for the use of Agencies' facilities for training.

BILLING PROCEDURES

Reimbursable AGENCIES costs may include costs from the point of mobilization, transportation, salary for actual hours worked, benefits, overtime premiums, per diem and travel to the point of demobilization of the member(s) deployed.

Additional costs may include dispatch support, warehouse/cache supplies and support, supplies, operating costs, mileage, contracted equipment and repairs. Reimbursement to other State and local agencies, Airport fees, cost of retardant, and extended service hours for aircraft.

Federal Excess Personal Property (FEPP) Equipment Rates

Reimbursement for FEPP equipment allows for operator and supplies only.

FEPP rates are calculated at .666 percent of the equipment portion of the daily/hourly rate. The FEPP rate is calculated to cover operating expense of the equipment only, with no allowance for depreciation. FEPP equipment is listed in EXHIBIT F.

Reimbursable DEPARTMENT/DISTRICT costs may include costs from the point of mobilization, transportation, salary for actual hours worked, benefits, overtime premiums, per diem and travel to the point of demobilization of the member(s) deployed. The cost of "backfilling" employees into local home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable except for Volunteer Fire Departments/Districts. For the purpose of this agreement, "backfill" is defined as those additional costs to cover an individual that has been mobilized such as the overtime premium or out of class premium.

SUPPORTING party shall submit a bill within 120 days of the end of the suppression action. Invoices will be identified by incident name, location, incident number and will be supported by adequate documentation, including any applicable cost share agreements.

Adequate documentation is defined as: copies of resource orders, including authorization for lodging or per diem transaction statements (or equivalent) and approved incident time reports, shift tickets, and use invoices. See EXHIBIT's G, H and I. These documents will support all invoices to the DEPARTMENT/DISTRICT or AGENCIES.

The invoice with original signature and supporting documentation are to be submitted by the DEPARTMENT/DISTRICT or AGENCIES to the appropriate Administrative Contact listed below.

Invoices and supporting documents should be submitted to:

Joanne Woods
Program & Management Analyst
Boise District
3948 S Development Ave
Boise, ID 83705
jwoods@blm.gov
208-384-3466

For BLM incidents, the invoices will be marked "Approved for Payment" then dated and signed by the local BLM approving official and sent to the National Operations Center (NOC) by the local unit certifying officer.

COST SHARE

On multi-jurisdictional/protection incidents and incidents which threaten or burn across protection boundaries or jurisdictions, the parties may jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities in accordance with the master agreement.

PRINCIPAL CONTACTS

Principal Fire Department Contacts:

Fire Department Program Contact	Fire Department Administrative Contact
Name: Terry Leighton, President Department/District: Snake River Valley Fire Chiefs Association Address: 444 SW 4 th Street City, State, Zip: Ontario, OR 97914 Telephone: 541-881-3233 Fax: 541-889-7688 Email: terry.leighton@ontariooregon.org	Name: Kevin Smith, Secretary Address: 444 SW 4 th Street City, State, Zip: Ontario, OR 97914 Telephone: 541-881-3233 Fax: 541-889-7688 Email:

Principal BLM Contacts:

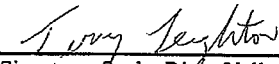
BLM Program Contact	BLM Administrative Contact
Name: Russ Babiak Title: Fire Management Officer Address: 3948 S. Development Ave City, State, Boise, ID 83705 Telephone: (208)384-3401 Fax: (208)384-3489 Email: rbabiak@blm.gov	Name: Joanne Woods Title: Program & Management Analyst Address: 3948 S. Development Ave City, State, Zip: Boise, ID 83705 Telephone: (208)384-3466 Fax: (208)384-3489 Email: jmwoods@blm.gov
	BLM Agreement Contact
	Linda Pitzer Lead Agreement Reviewer Phone: (208)373-3909 Email: lpitzer@blm.gov

Cooperative Fire Protection Agreement
Operating Plan
2020

This Operating Plan was discussed and agreed upon, dated April 3, 2020. No changes were made to content of the plan. Exhibit information was updated to reflect 2020 frequency changes and updated contacts for the season.



Signature, BLM



Signature, Snake River Valley Chiefs Association

A. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

Terry Leighton 5/7/18
Terry Leighton, President Date
Snake River Valley Fire Chiefs Association

for Lara Douglas Annee Beets 5/2/2018
Lara Douglas, District Manager Date
Boise District, Bureau of Land Management

The authority and format of this instrument have been reviewed and approved for signature:

Linda Pitzer 4/26/18
Linda Pitzer Date
BLM Agreement Reviewer

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0595-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

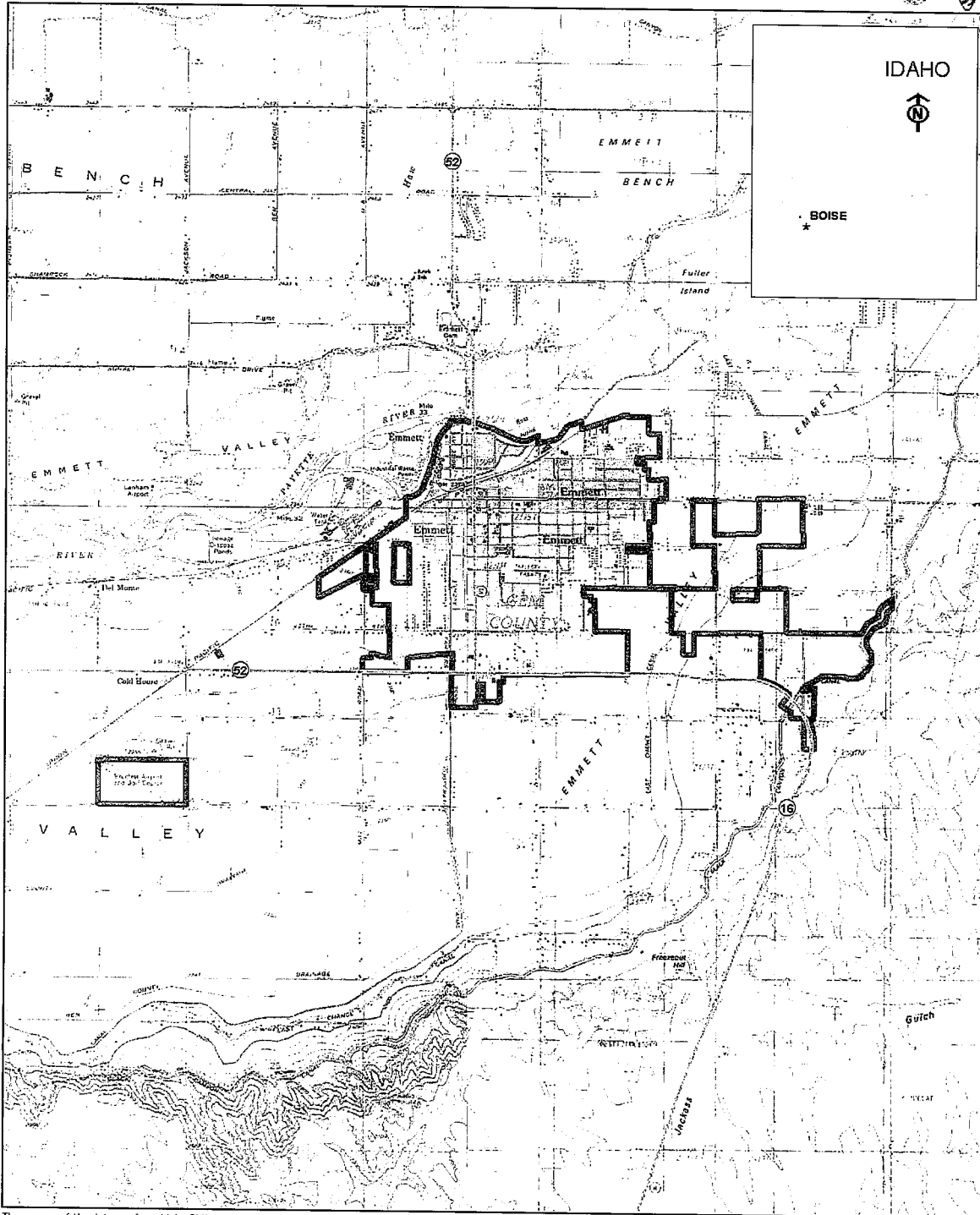
EXHIBITS A & C

MUTUAL AID AREA MAPS
and
DEPARTMENT/DISTRICT PROTECTION AREA MAPS

Note: Not all SRV Chiefs members are listed below. See attached final page of OP for the full list of departments that sign the agreement.
The BLM annually coordinates with the following SRV Chiefs members per this AOP.

Emmett FD	Curt Christensen
Gem Cty #1	Rick Welch
Gem Cty #2	Jim Heikes
Homedale RFPD	Dennis Uria
Indian Valley FD	Tim Toomey
Middleton RFD	Greg Timinsky
Midvale FPD	Galen Lewis
Murphy-Reynolds-Wilson FPD	Wes Anderson
New Plymouth FD	Allen Blevins
Parma RFPD	James Cook
Payette City/Rural	Steve Castenada
Sand Hollow FD	Toby Robinson
Silver City Fire	Jim Hyslop
Upper Deer Flat	Dale Jeffers
Weiser RFPD	Tim Atwood

Fire Department Tax Districts - Emmett

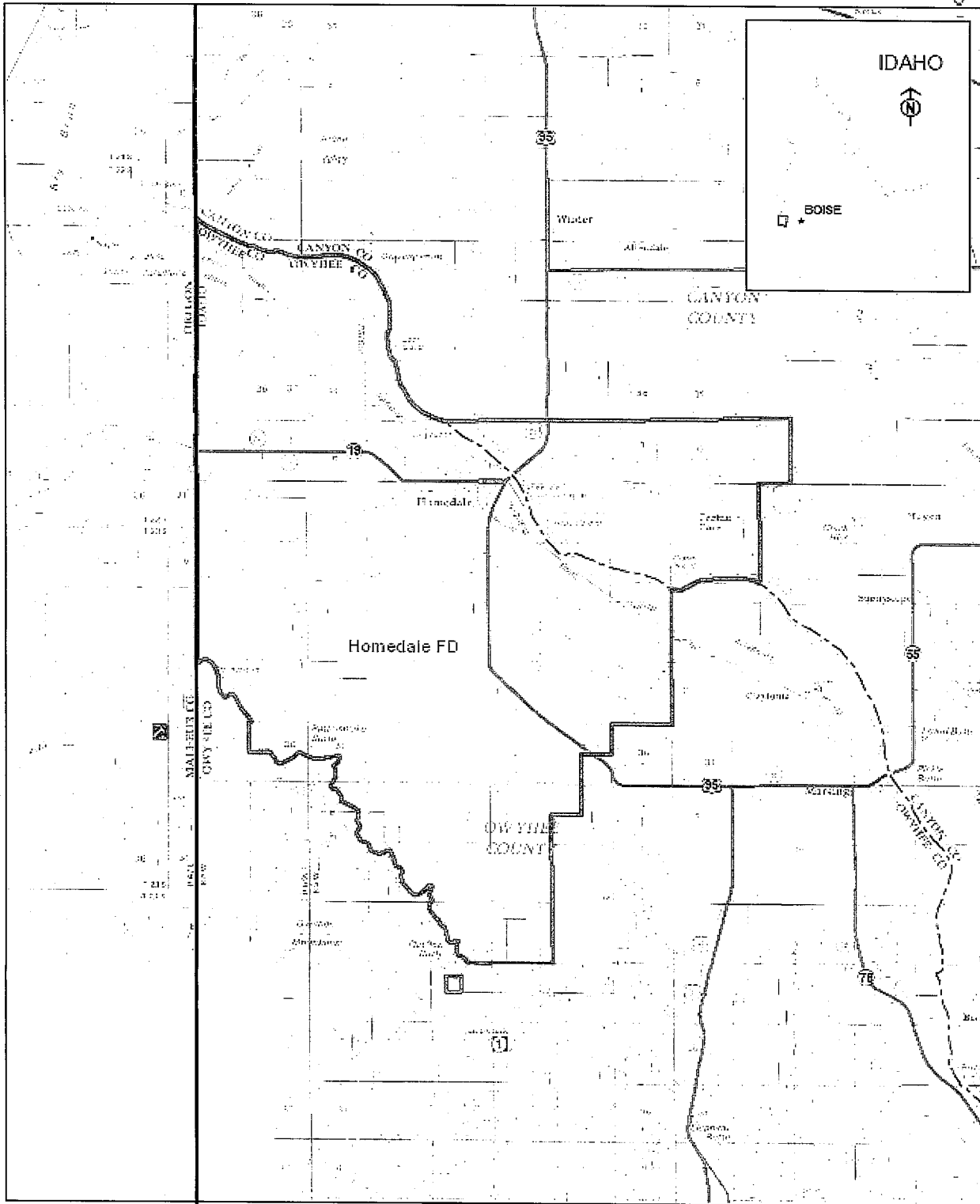


The sources of the data are from Idaho-BLM Corporate Data, and the Idaho State Tax Commission

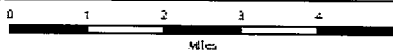


No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following (map) cannot be made Section 508 compliant. For help with its data or information, please contact the BLM Idaho State Office Webmaster at 208-373-4000

Fire Department Tax Districts - Homedale

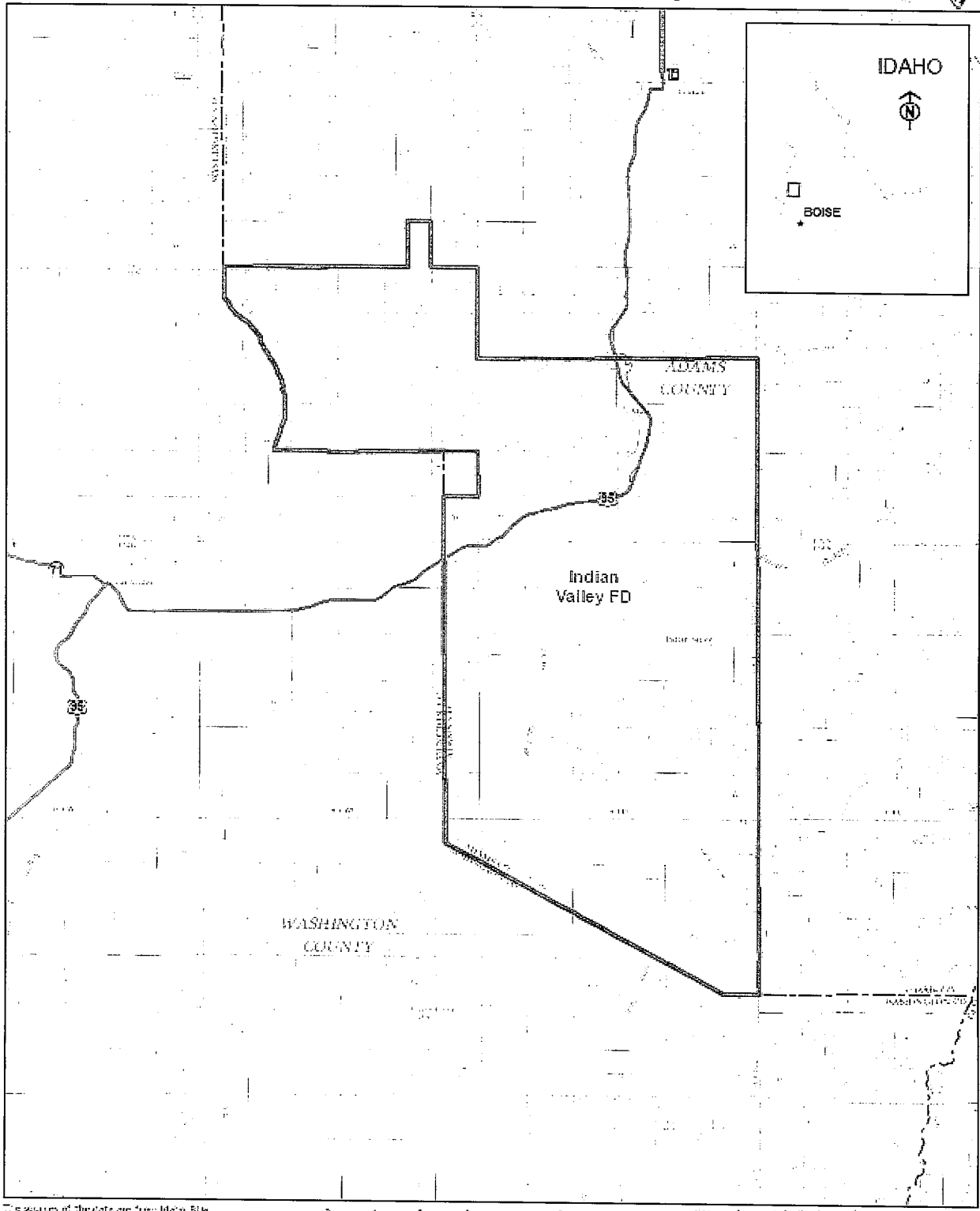


The sources of the data are from Idaho BLM Corporate Data, and the Idaho State Tax Commission.

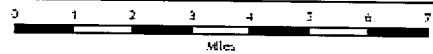


Not warranted or made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following map(s) cannot be made without BLM consent. For help with this data or information, please contact the BLM Idaho State Office Webmaster at 208-373-6200.

Fire Department Tax Districts - Indian Valley



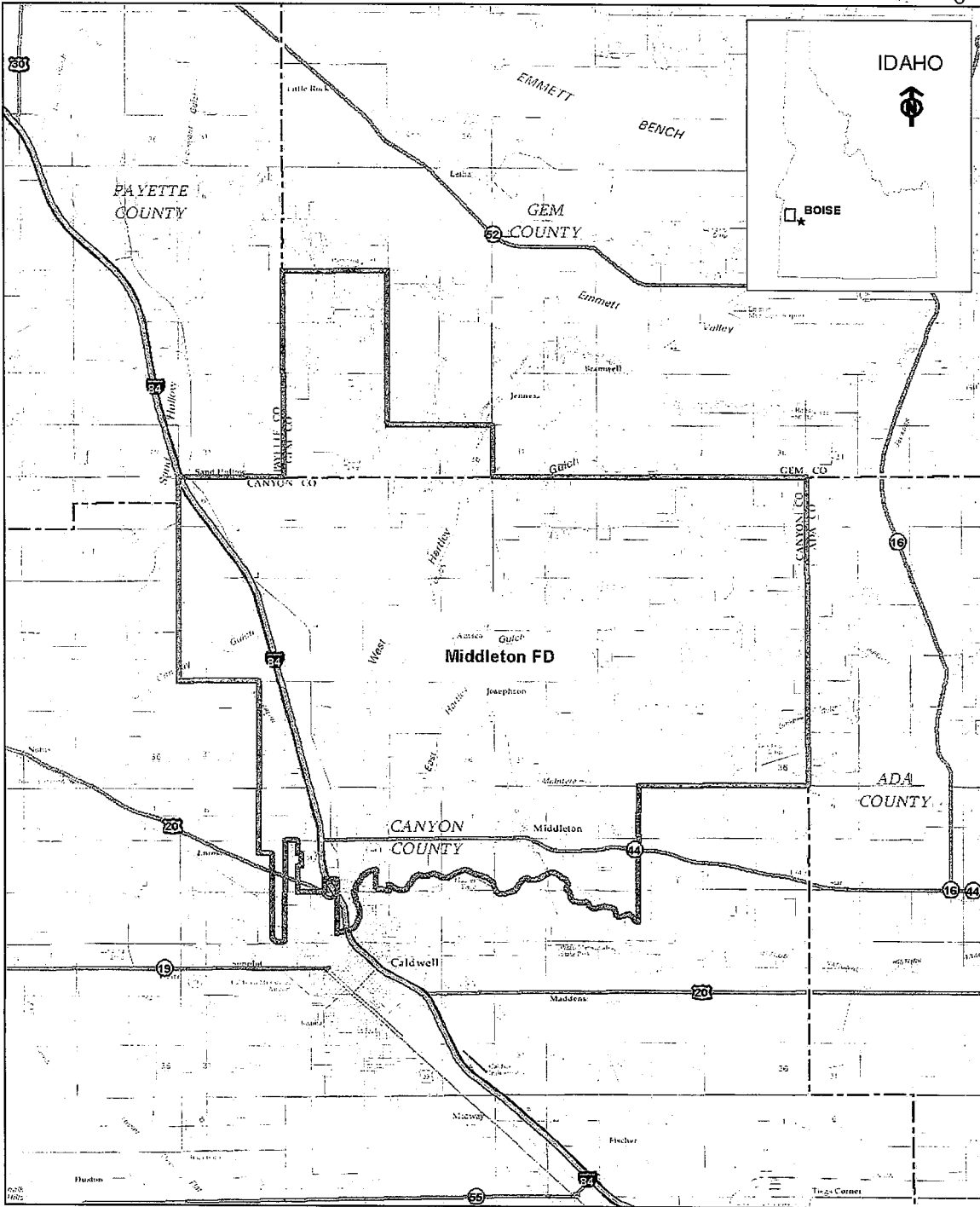
The sources of the data are from Idaho's BLW Corporate Data, and the Idaho State Tax Commission.



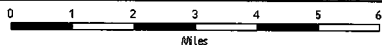
No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following map cannot be made section 508 compliant. For help with its data or information, please contact the BLW Idaho State Office, Westminster at 228-373-4200.

\\s01\apps\Projects_S\GIS\State\GIS\Projects\Mapal_Acc_Agreement_Maps\Project_Habitat\ReDev\Maps.mxd 4/24/2014

Fire Department Tax Districts - Middleton



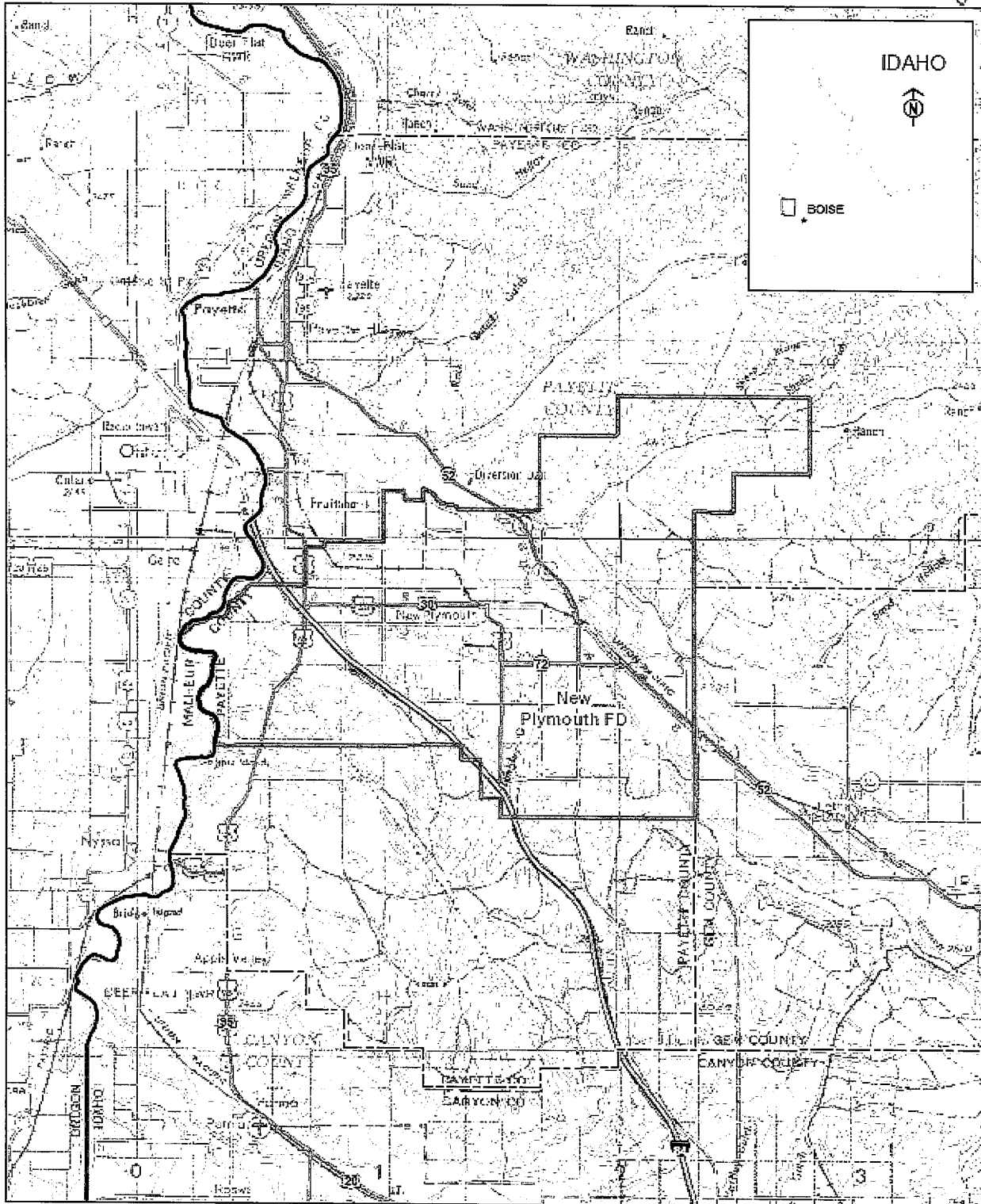
The sources of the data are from Idaho-BLM Corporate Data, and the Idaho State Tax Commission



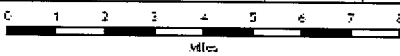
No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following (map) cannot be made Section 508 compliant. For help with its data or information, please contact the BLM Idaho State Office Webmaster at 208-373-4000

R:\vo\GIS\Projects_GISure\Boise\District\Fire\Projects\Mutual_Aid_Agreement_Maps\Project_Maps\FireDept_Maps.mxd 4/1/2015

Fire Department Tax Districts - New Plymouth



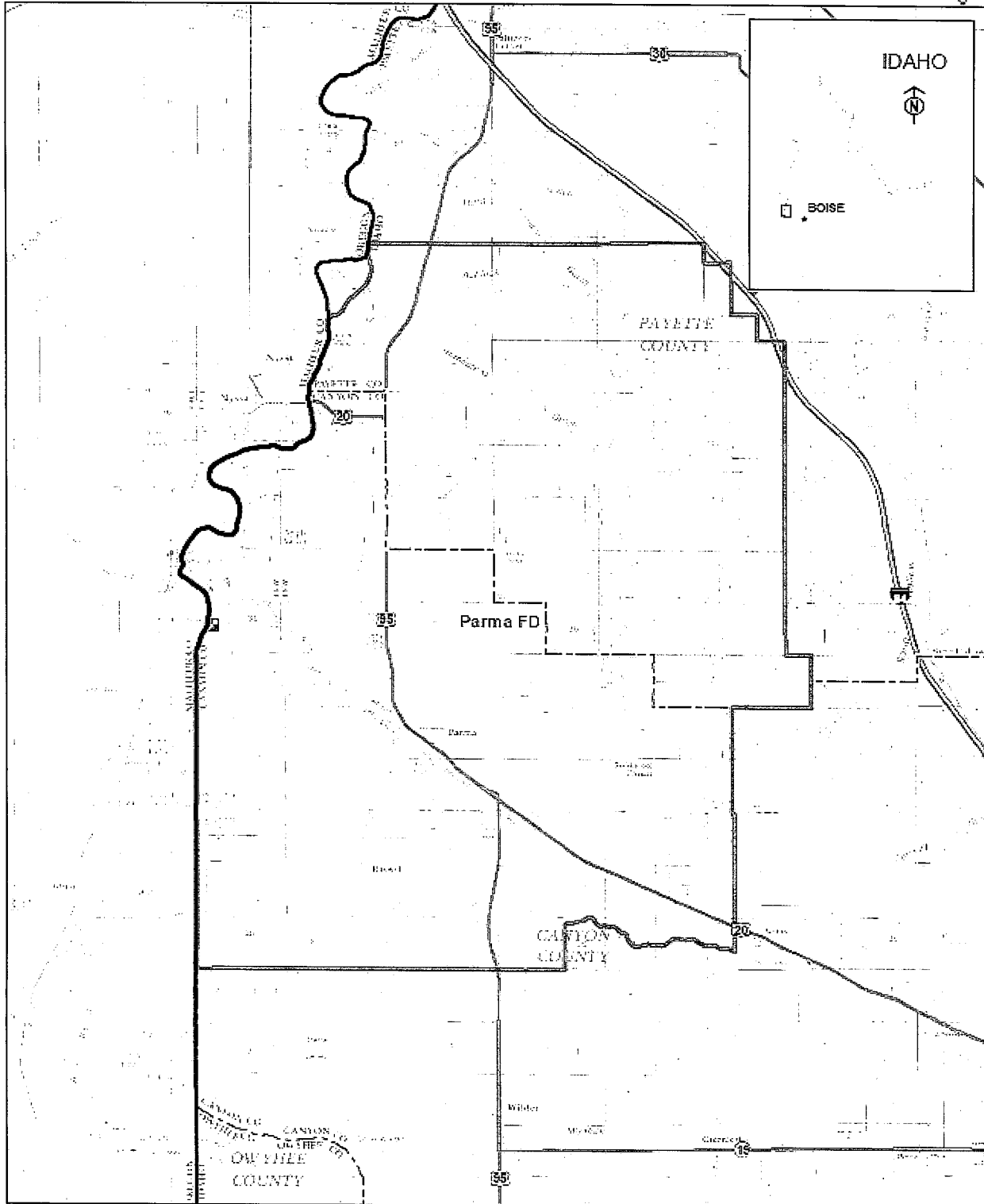
The sources of the data are from: Malheur County, Blaine County, and the Idaho State Tax Commission.



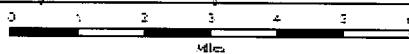
This map was prepared by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following map cannot be made Section 508 compliant. For help with its data or information, please contact the BLM, Idaho State Office Webmaster at 208-378-4000.

\\blm\proj\proj_06\user\Berk\Dist\fire\Projects\W_cad\Agg_Agreement_Maps\Project_Hudof\refect_Waps.mxd 4/5/2014

Fire Department Tax Districts - Parma



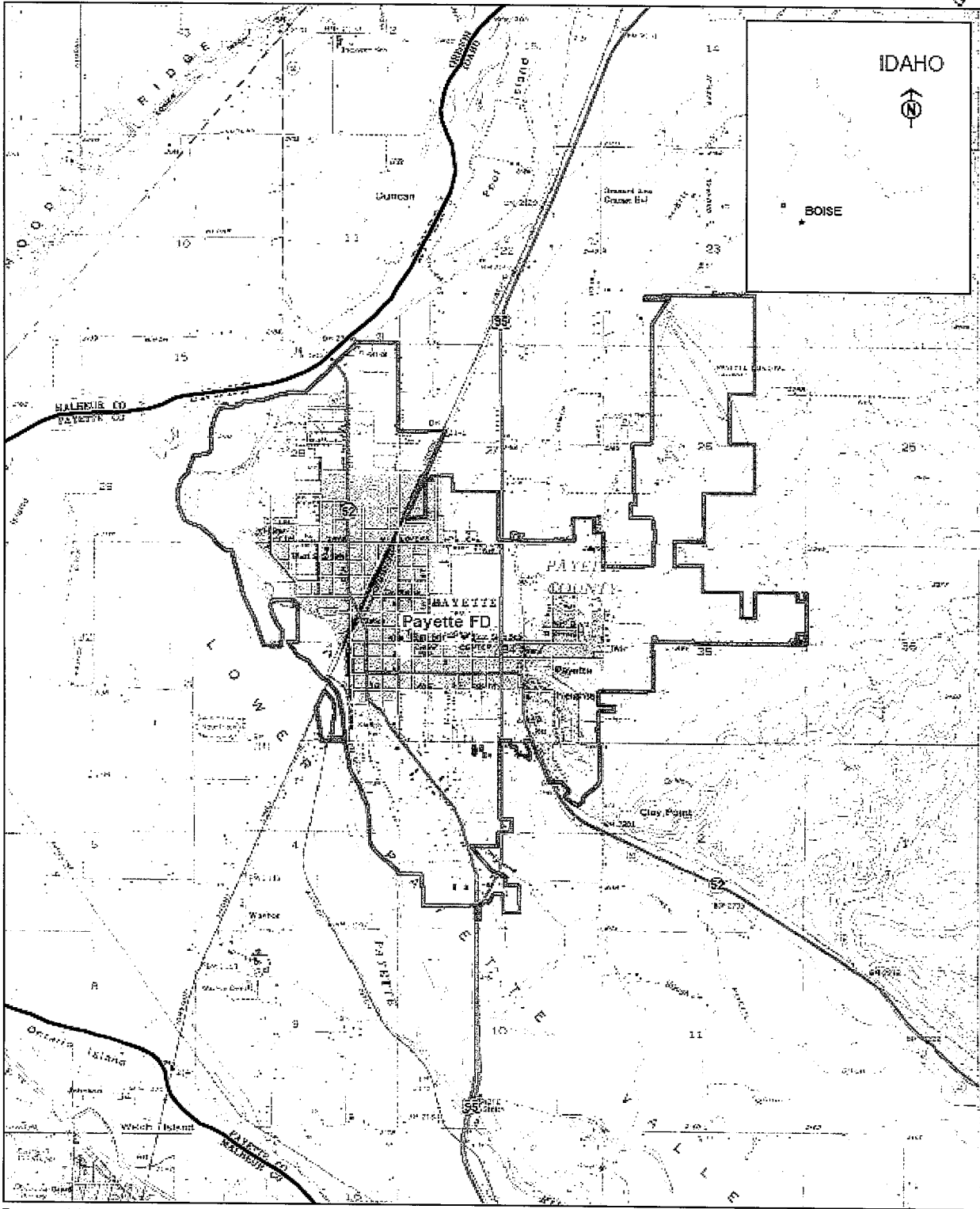
The sources of the data are from Idaho BLM Corporate Data, and the Idaho State Tax Commission.



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\\s01g01\proj\GIS\user\blm\State\Map\Projects\Local_Appl\Appl\Map\Projects\Parma\Parma_Vectors\Map.mxd 4/24/2014

Fire Department Tax Districts - Payette

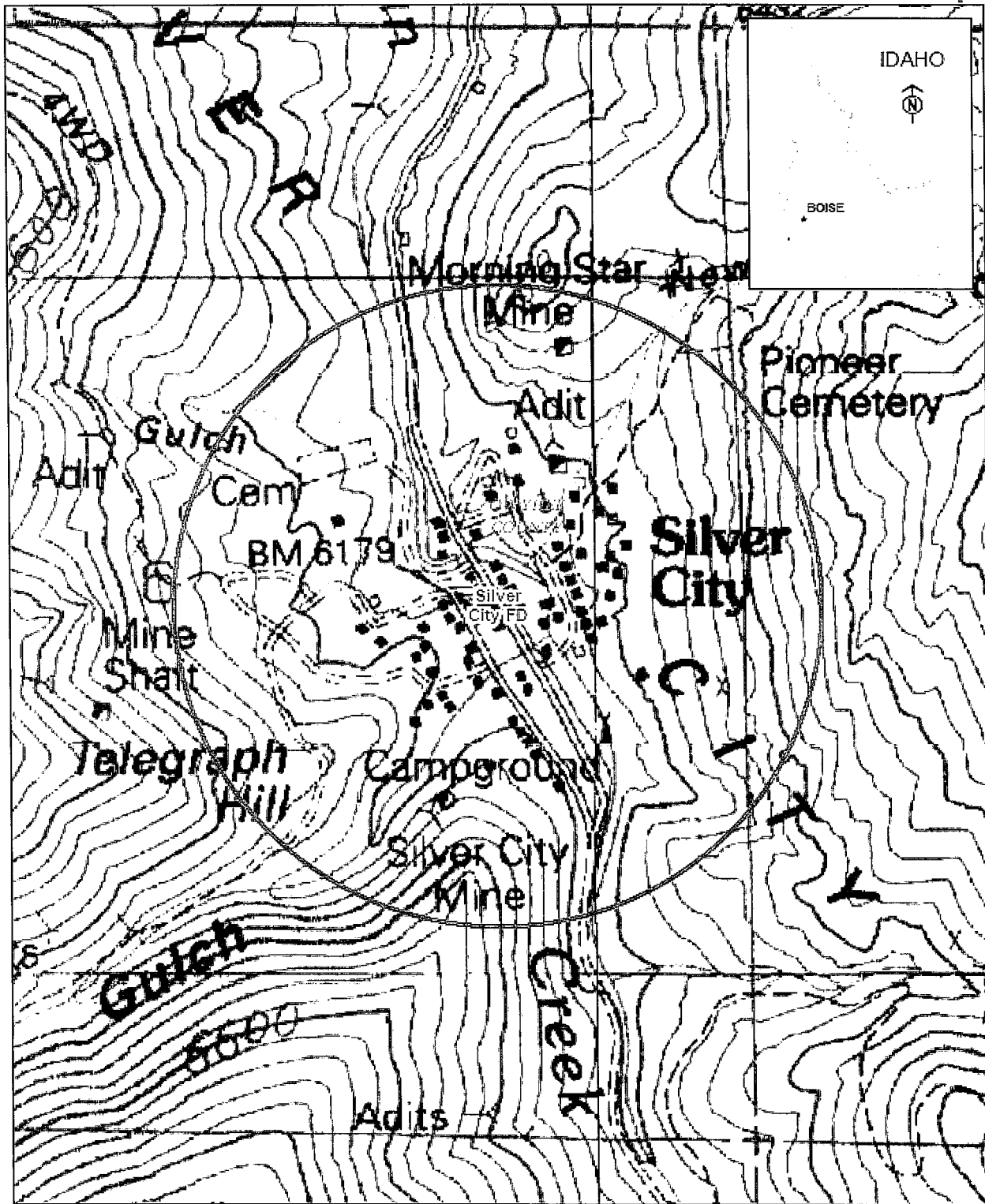


The sources of the data are from Idaho's ELM Corporate Data, a © the Idaho State Tax Commission.

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Fire Department Tax Districts - Silver City



The sources of the data are from Idaho BLM
 or private data, or the Idaho State Tax Commission.

We warrant a map by the Bureau of Land Management.
 We assume no liability or completeness of these data for
 individual use or aggregate use with other data is not guaranteed.
 The following map cannot be made section 508 compliant.
 For help with this data or information, please contact the BLM
 Idaho State Office Webmaster at 208-375-4200

\\idsp\geoproc\GIS\GISData\GIS\Projects\Local_Art_Agreement_Maps\Project_Silver_City\FireDept_Maps.mxd 5/7/2014

**EXHIBIT D
FREQUENCIES**

GROUP: 7. BOISE DISTRICT BLM FIRE--2020 (USER SELECTABLE TONES)					
CHAN.	NAME	RX	TX	TX TONE	ALPHA DISPLAY
1	SALMON DIRECT	169.7250	169.7250		SAL DIR
2	MUTUAL AID	154.2800	154.2800		MUT AID
3	TAC-3	168.6375	168.6375		TAC-3
4	TAC-4	166.8000	166.8000		TAC-4
5	NORTH COMMAND	173.8625	173.8625		N COMMND
6	A/G 17	167.9875	167.9875		A/G 17
7	BOISE DIRECT	168.4250	168.4250		BOI DIR
8	BLM REPEATER	168.4250	163.1250	2,3,9-12,14,15,16	BLM RPT
9	A/G IDL	151.1450	151.1450	11	A/G IDL
10	A/G 45	167.6500	167.6500		A/G 45
11	SOUTH COMMAND	172.7750	172.7750		S COMMND
12	TAC-5	166.7250	166.7250		TAC-5
13	TAC-6	166.7750	166.7750		TAC-6
14	ID FALLS DIRECT	169.7750	169.7750	8	IDF DIR
15	ID SOA DIRECT	167.1500	167.1500		SOA DIR
16	ID SOA REPEATER	167.1500	163.1750	10,11	SOA RPT

GROUP: 8. IDL INTERAGENCY NORTH--2020 (USER SELECTABLE TONES)					
CHAN.	NAME	RX	TX	TX TONE	ALPHA DISPLAY
1	IDL RPT	159.4650	151.2650	1-4	IDL RPT
2	BOF NORTH RPT	171.4500	164.1625	1-10	BOF NRPT
3	BC REPEATER	155.5200	159.1500	10,12	BC RPT
4	BLM REPEATER	168.4250	163.1250	10,15	BLM RPT
5	CROWN PT (GEM)	155.1000	158.8650	2	GEM DISP
6	A/G IDL	151.1450	151.1450	11	A/G IDL
7	A/G 17	167.9875	167.9875		A/G 17
8	A/G 45	167.6500	167.6500		A/G 45
9	IDL DIR1	159.2550	159.2550		IDL DIR1
10	IDL DIR2	159.2850	159.2850		IDL DIR2
11	FS SOA	168.7750	168.7750		FSSOADIR
12	BOISE CO. TAC	154.2950	154.2950		FIRE C/C
13	GEM CO. OPS 5	153.8300	153.8300		GEM OPS5

14	MUTUAL AID	154.2800	154.2800		MUT AID
15	AIR GUARD	168.6250	168.6250	1	AIR GRD
16	STATE COMM (F2)	155.2800	155.2800	6	EMS F2

GROUP: 9. IDL INTERAGENCY SOUTH--2020 (USER SELECTABLE TONES)					
CHAN.	NAME	RX	TX	TX TONE	ALPHA DISPLAY
1	IDL RPT	159.4650	151.2650	1-4	IDL RPT
2	BLM REPEATER	168.4250	163.1250	10,15	BLM RPT
3	BC REPEATER	155.5200	159.1500	10, 12	BC RPT
4	BOF SOUTH RPT	172.2000	165.4125	1-10	BOF SRPT
5	WILDERNESS RANCH	156.2100	153.9650	15	WILD RPT
6	A/G IDL	151.1450	151.1450	11	A/G IDL
7	A/G 17	167.9875	167.9875		A/G 17
8	A/G 45	167.6500	167.6500		A/G 45
9	IDL DIR1	159.2550	159.2550		IDL DIR1
10	IDL DIR2	159.2850	159.2850		IDL DIR2
11	FS SOA DIRECT	168.7750	168.7750		FSSOADIR
12	BOISE CO. TAC	154.2950	154.2950		FIRE C/C
13	BLM TAC-3	168.6375	168.6375		BLM TAC3
14	MUTUAL AID	154.2800	154.2800		MUT AID
15	AIR GUARD	168.6250	168.6250	1	AIR GRD
16	STATE COMM (F2)	155.2800	155.2800	6	EMS F2

GROUP: 11. BOF FIRE NORTH --2020 (USER SELECTABLE TONES)					
CHAN.	NAME	RX	TX	TX TONE	ALPHA DISPLAY
1	BOF NORTH DIRECT	171.4500	171.4500		BOF NDIR
2	BOF NORTH RPT	171.4500	164.1625	1-10	BOF NRPT
3	BOISE CO. TAC	154.2950	154.2950		FIRE C/C
4	BOF SOUTH RPT	172.2000	165.4125	1-10	BOF SRPT
5	SITPA RPT	159.4500	151.3100	1,5	SITPA RP
6	SITPA DIRECT	159.4500	159.4500		SITPADIR
7	A/G IDL	151.1450	151.1450	11	A/G IDL
8	A/G 17	167.9875	167.9875		A/G 17
9	A/G 45	167.6500	167.6500		A/G 45
10	CROWN PT (GEM)	155.1000	158.8650	2	CRWN PT
11	FS SOA RPT	168.7750	164.9125	1	FSSOARPT

12	FS SOA DIRECT	168.7750	168.7750		FSSOADIR
13	BOF TAC-1	168.7500	168.7500		BOF TAC1
14	R4 TAC-2	166.8875	166.8875		R4 TAC2
15	AIR GUARD	168.6250	168.6250	1	AIR GRD
16	STATE COMM (F2)	155.2800	155.2800	6	EMS F2

GROUP: 12. BOF FIRE SOUTH--2020 (USER SELECTABLE TONES)					
CHAN.	NAME	RX	TX	TX TONE	ALPHA DISPLAY
1	MUTUAL AID	154.2800	154.2800		MUT AID
2	BOF NORTH RPT	171.4500	164.1625	1-10	BOF NRPT
3	BOD BLM RPT	168.4250	163.1250	9,11,12,14,15,16	BLM RPT
4	BOF SOUTH RPT	172.2000	165.4125	1-10	BOF SRPT
5	BOD BLM DIRECT	168.4250	168.4250		BOI DIR
6	BOISE COUNTY	154.2950	154.2950		FIRE C/C
7	A/G IDL	151.1450	151.1450	11	A/G IDL
8	A/G 17	167.9875	167.9875		A/G 17
9	A/G 45	167.6500	167.6500		A/G 45
10	BLM S. COMMAND	172.7750	172.7750		S COMMND
11	FS SOA RPT	168.7750	164.9125	1	FSSOARPT
12	FS SOA DIRECT	168.7750	168.7750		FSSOADIR
13	BOF TAC-1	168.7500	168.7500		BOF TAC1
14	R4 TAC-2	166.8875	166.8875		R4 TAC2
15	AIR GUARD	168.6250	168.6250	1	AIR GRD
16	STATE COMM (F2)	155.2800	155.2800	6	EMS F2

GROUP: 13. ADA FD VHF (ADA ZONE "B")--2020					
CHAN.	NAME	RX	TX	TX TONE	ALPHA DISPLAY
1	1A-FIRE PRIMARY	--	--	--	700/800 ONLY
2	BLM LUCKY RPT	168.4250	163.1250	179.9	LUCKY PK
3	COMMAND-3 RPT	155.3850	159.0600	88.5	CMD-3R
4	COMMAND-4 RPT	155.6700	159.2100	88.5	CMD-4R
5	COMMAND-5 RPT	155.1300	158.9700	88.5	CMD-5R
6	COMMAND-6 RPT	155.0550	158.7750	88.5	CMD-6R
7	TAC-7	154.3850	154.3850	156.7	TAC-7
8	TAC-8	154.2050	154.2050	156.7	TAC-8
9	TAC-9	154.4525	154.4525	156.7	TAC-9

10	TAC-10	154.2650	154.2650	88.5	TAC-10
11	TAC-11	153.9950	153.9950	88.5	TAC-11
12	TAC-12	154.1600	154.1600	88.5	TAC-12
13	TAC-13	153.7400	153.7400	88.5	TAC-13
14	ADA COUNTY A/G	159.4725	159.4725	--	ADA A/G
15	MUTUAL AID	154.2800	154.2800	--	MUT AID
16	BLM A/G 45	167.6500	167.6500	--	A/G 45

GROUP: 14. CANYON / GEM COUNTY—2020 (USER SELECTABLE TONES)					
CHAN.	NAME	RX	TX	TX TONE	ALPHA DISPLAY
1	CHARLES 1 (DISP)	154.0100	154.0100	16	CHARLES1
2	CHARLES 2	154.1150	156.0150	16	CHARLES2
3	CHARLES 4	153.8900	153.8900	16	CHARLES4
4	CHARLES 5	155.5500	159.1500	16	CHARLES5
5	GEM/EFD DISP	154.4150	156.0750	2	DISPATCH
6	GEM FIRE OPS 4/ Boise Co Tac	154.2950	154.2950	--	GEM OPS4
7	GEM Co. Ops 5	153.8300	153.8300	--	GEM OPS5
8	GEM FIRE RPT(SQUAW)	156.1950	154.8900	16	GEM SQW
9	CROWN POINT	155.1000	158.8650	2	CROWN
10	TAC-3	168.6375	168.6375	--	TAC 3
11	TAC-4	166.8000	166.8000	--	TAC 4
12	NORTH COMMAND	173.8625	173.8625	--	NRTH CMD
13	A/G 17	167.9875	167.9875	--	AG 17
14	BLM BOISE DIR	168.4250	168.4250	--	BOI DIR
15	BLM REPEATER	168.4250	163.1250	2,3,9-12,14,15	BLM RPT
16	MUTUAL AID	154.2800	154.2800	16	MUT AID

Group 14 Only: Tone 16 = 88.5

2020 INTERAGENCY TONE PICK LIST

TONE	FREQ	BLM	BOF N	BOF S	STATE	SITPA	PNF E	PNF W	MISC
1	110.9		MEADOW CR	SHAW/FS SOA	SNOWBANK	SNOWBANK	SIMPLEX	SIMPLEX	AIR GUARD
2	123.0	SNOWBANK	THUNDERBOLT	SUNSET	SHAFER		NICK PK	STURGIL	GEM CO CROWN
3	131.8	LIME HILL	BEAR VALLEY	SWANHOLM	HAWLEY		ELK	SMITH MTN	
4	136.5		EAST MTN	SHAFAER	SQUAW BUTTE		WAR EAGLE	INDIAN MTN	
5	146.2		TRIPOD	THORN CREEK		BRUNDAGE		COLD SPRINGS	
6	156.7	ST COMM F1 & F2	WHITE HAWK	GRAPE MTN	ST COMM F1 & F2		SHEEP EATER	HERSHEY PT	ST COMM F1 & F2
7	167.9		PACKER JOHN	DOG MTN			MEADOW CR	COW MTN	
8	103.5	IDAHO FALLS DIR	JACKSON PK	BENNETT MTN			MINERS PK	STECK PARK	
9	179.9	LUCKY PEAK	SQUAW BUTTE	TRINITY				CUDDY MTN	
10	141.3	SQUAW BUTTE	HAWLEY	BALD			SOA	SOA	BC SHAW
11	100.0	JUNIPER / SOA			A/G IDL				WA CO
12	114.8	BENNETT MTN							BC HAWLEY
13	127.3								GEM (SQUAW)
14	151.4	CINNABAR							
15	162.2	HAWLEY							WILDERNESS
16	107.2	SOUTH MTN							

BC = BOISE COUNTY
BLM = BOISE DISTRICT BLM
BOF N = BOISE NATIONAL FOREST - - NORTH (2 -X)
BOF S = BOISE NATIONAL FOREST - - SOUTH 4 -X)
STATE = IDAHO DEPT OF LANDS (IDI)
SITPA = SOUTHERN IDAHO TIMBER PROTECTIVE ASSOCIATION
PNF E = PAYETTE NATIONAL FOREST - - EAST
PNF W = PAYETTE NATIONAL FOREST - - WEST
MISC = COUNTIES, RURALS & VFD
WA CO = WASHINGTON COUNTY

Hi Lindsey, Victor and James,

The Canyon County Sheriff's Office is authorizing the Bureau of Land Management (BLM) the usage of Canyon County Fire Talk Groups for fire operations, with the exception of the fire/EMS primary talk group Charles-1 (2C-Charles-1 used for dispatching calls) with Canyon County fire agencies.

Thank you,

Roxanne Wade

Communications Manager

Canyon County Sheriff's Office

1115 Albany St.

Caldwell, Idaho 83605

Office 208-455-5975

Cell 208-965-4987

rwade@canyonco.org

INDIAN VALLEY RURAL FIRE DISTRICT

LICENSED RADIO FREQUENCIES

3/12/2018

Sturgill Mtn. Repeater

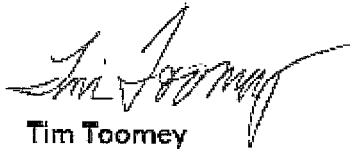
Receive 154.340 Transmit 151.295 P.L. Tone 173.8

IVRFD Simplex

Receive/Transmit 154.340

The Indian Valley Rural Fire District hereby authorizes the use of the above frequencies by the Boise District BLM during suppression activities when operating within the boundaries of the Indian Valley Rural Fire District or when in a mutual aid situation in or adjacent to our boundaries.

This authorization will remain valid until canceled by either party.



Tim Toomey

Chief I.V.R.F.D.

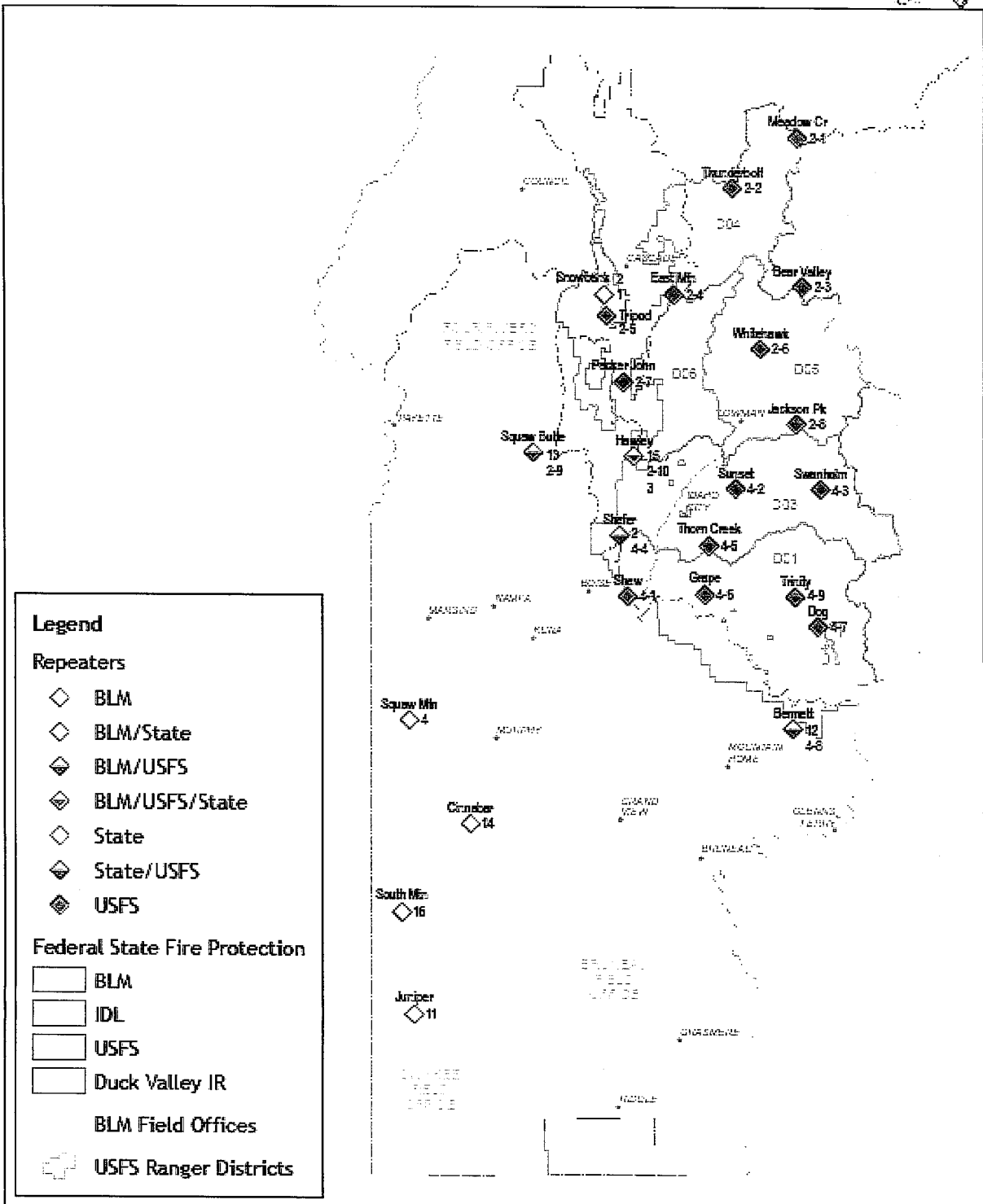


Keith Heil

Commissioner I.V.R.F.D.

EXHIBIT E REPEATER MAPS

Boise District Repeaters



The accuracy of the data are from Idaho- BLM Corporate Data, the US Forest Service and the State of Idaho.
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 4/15/2011

No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following (map) cannot be made Section 508 compliant. For help with this data or information, please contact the BLM Idaho State Office Webmaster at 208-373-4000

EXHIBIT F EQUIPMENT LIST

Boise District BLM Call Numbers 2020

<u>Call #</u>	<u>Name</u>	<u>Title</u>	<u>Call #</u>	<u>Resource</u>	<u>Location</u>
Chief 1	Russ Babiak	FMO	E1411	Engine Type IV	Wild West
Chief 1-2	Todd Floyd	AFMO	E1412	Engine Type IV	Wild West
	Vacant	Fire Operations Manager	E1301	Engine Type III	Wild West
Chief 1-3	Lance Okeson	Fuels Program Coordinator			
Chief 1-4	Josh Renz	Prevention/Information	E1421	Engine Type IV	Unit A Boise
Investigation/Prevention			E1422	Engine Type IV	Unit A Boise
Investigation 1	Bob Stroud	Daily-Investigator	E1424	Engine Type IV	Unit B Boise
Investigation 2	Vacant	Daily-Investigator	E1425	Engine Type IV	Unit B Boise
Information 1	Jared Jablonski	Information Officer	E1427	Engine Type IV	Unit C Boise
Information 2	Vacant	Information Officer	E1428	Engine Type IV	Unit C Boise
Battalion/FOS Group			E1415	Engine Type IV	Boise
Bat 10	Lindsey Neiwert	871-1843	E1416	Engine Type IV	Boise
Bat 20	Cody Kidd	871-1835			
Bat 21	Dennis Konrad	871-7544	E1432	Engine Type IV	Hammett
Bat 30	Dan Betts	871-1830	E1433	Engine Type IV	Hammett
Bat 40	Ray Raddatz	871-7537	E1302	Engine Type III	Hammett
Bat 50	Vacant	871-xxxx	E1434	Engine Type IV	Bruneau
			E1435	Engine Type IV	Bruneau
			E1436	Engine Type IV	Bruneau
Unit Superintendents					
Supt 11- Wild West	Nick Loveless	871-7538			
Supt 21 - Boise Yard	Justin Schellenberg	871-7539			
Supt 22 - Boise Yard	TJ Gholson	484-8878			
Supt 23 - Boise Yard	Ben Rojas	871-7520			
Supt 31- Hammett	Ray Bilbao	789-4259			
Supt 32 - Bruneau	James Brummond	908-1629			
*Supts will be qualified as a TFLD and ICT4 or will use Chase as Designator					
Helitack					
HT40	Chase Truck	White Chase	WT1931	Water Tender Type II/3500 gal	Boise
HT43	Chase Truck	White Chase	WT1932	Water Tender Type II/3500 gal	Boise
HT44	Chase Truck	Yellow Chase	WT1933	Water Tender Type I/6500 gal	Bruneau
			FT1199	Fuel Tender	Boise
Fuels					
Fuels 51	Shared	Monitoring			
Fuels 52	Shared	Archeology			
Fuels 53	Courtney Wyatt	Fuels Ops			
Fuels 54	Shared	Monitoring			
Fuels 55	Shared	Fuels Ops			
Fuels 56	Fuels 1 Ton	TerraTorch/Warehouse			
			Air Attack	425DT	Air Attack Base, E
			Helicopter	3PJ (Type I Helo)	Air Attack Base, E

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: **Gem County #1**

Chief: Rick Welch

Phone: 208-365-2012

E-mail: rwelch@gemfireems.org

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property? Yes or No</u>	<u>Foam Capability Yes or No</u>
840 Chief	2016 Ford F150 4x4	1FTEW1EG4GKF06722	65	18	½ Ton	1	\$6	NO	YES
Duty Command	2009 Ford Expedition	1FMFU16509LA02619	N/A	N/A	SUV	1	\$6	NO	NO
842	2009 Kenworth Tender	2NKHLN9X99M239536	3000	500	S2	1	\$129	NO	NO
844	1997 Freightliner	1FV2JLCBVH702584	750	1000	WE3	2	\$161	NO	YES
845	2004 Ford F450 4x4	1FOXX47P14E047376	300	100	WE6	2	\$109	NO	NO
846	2001 Pierce Inter 4x4	1HTSOADRD1H342761	830	750	WE4	2	\$125	NO	YES
848	2018 Ford F550 4x4		400	150	WE6	4	\$109	NO	YES
862	1993 Freightliner	1FUVDZV89PH444046	2500	500	S2	1	\$129	NO	NO
865	2001 Dodge D3S0 4x4	3B6MF36641M270252	300	100	WE6	2	\$109	NO	NO
863	1996 International 4x4	1HTSEAAARSTH390786	S00	750	WE4	2	\$125	NO	YES
864	1993 Freightliner	1FUVDZVB1PH444512	2500	500	S2	1	\$129	NO	NO

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: **Gem County #2**

Chief: Jim Heikes

Phone: 208-866-7255

E-mail: chiefgem2@gmail.com

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property? Yes or No</u>	<u>Foam Capability Yes or No</u>
966	1966 Chev 2500	1GCGK34NXJE192547	200	150	WE6	2	\$109	NO	YES
967	1997 Ford F450	1FDLF47F8VEC93469	300	150	WE6	2	\$109	NO	YES
969	1970 Kiser/Jeep	05B61470-0125-10614	750	150	WE4	2	\$125	NO	YES
927	1993 M35A3	504371	1200	150	S3	1	\$109	NO	NO
926	1983 Mack	1M2B11202DA002055	4000	600	S1	1	\$143	NO	NO
968	1990 BMY 5ton	23-04917	900	250	WE4	2	\$125	NO	YES
906	1981 Ford F700	1FDPTF7044BVJ19311	1500	150	S3	1	\$109	NO	NO

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: **Homedale RFPD**

Chief: Dennis Uria

Phone: 208-880-4194 cell

E-mail: homedalefd@cableone.net

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property ? Yes or No</u>	<u>Foam Capabilit y Yes or No</u>
1121	Water Tender	1NKDLUOXX3R396496	3000 gal	500	S2	1	\$129	NO	YES
1122	Water Tender	F80FUD41464	1600 gal	250	S2	1	\$129	NO	YES
1123	Water Tender	2NKMLD9X97M199416	2000 gal	300	S2	1	\$129	NO	YES
1150	Rescue 4x4 Brush Truck	3B7KF236X1G797454	250 gal	250	WE6	2	\$109	NO	YES
1151	2017 Dodge 550 Brush T6 4x4	3C7WRNELXHG773312	400 gal	250+	WE6	2	\$109	NO	YES

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: **Indian Valley FD**

Chief: Tim Toomey

Phone: 208-741-1253

E-mail: timbev2@gmail.com

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property ? Yes or No</u>	<u>Foam Capability Yes or No</u>
WT-2	1979 FORD TANKER	F90LVSD4002	2000 GAL>	250 GPM	S3	1	\$109	NO	NO
WT-4	1988 FORD TANKER	1FDYU90WOJDA34634	3500 GAL.	250 GPM	S2	1	\$129	NO	NO
Br-10	1999 FORD BRUSH VEH	1FTNF21FSXEC39656	300 GAL	250 GPM	WE6	2	\$109	NO	YES
Br-7	1994 NAVISTAR BRUSH VEH	1HTSEAAAN7SHS95155	750 GAL	250 GPM	WE4	2	\$125	NO	YES
Br-3	1995 FORD BRUSH VEH	2FDKF38F4SCA42793	350 GAL	250 GPM	WE6	2	\$109	NO	NO
Br-5	1998 INT'L BRUSH VEH	1HTSEAAAN8WHS41952	750 GAL	250 GPM	WE4	2	\$125	NO	YES
350	2005 FORD COMMAND	1FMPU14525LA44369			SUV	1	\$6	NO	NO

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: **Midvale FPD**

Chief: Galen Lewis

Phone: 208-550-0208

E-mail: glewis@mtecom.net

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property ? Yes or No</u>	<u>Foam Capability Yes or No</u>
900	2001 Ford Excursion 4x4 Command Vehicle	1FMNU41S61EC98183	N/A	N/A	SUV	-	\$6	No	No
901	1977 Ford F700 Pumper 4x2	F70FVY67130	1000	750	WE4	2	\$125	No	No
904	1982 Peterbuilt Tender	1XP6LL9X4CN150825	4500	500	S1	1	\$143	No	No
905	1995 International 4800 4X4 Heavy Engine	1HTSEAAANXSH206377	900	150	WE4	2	\$101	Yes	Yes
906	1997 Ford F350 4X4 Light Engine	1FDKF38F2VEB13052	250	150	WE6	2	\$90	Yes	No
907	1994 International 4800 4X4 Heavy Engine	1HTSEPPN8RH539567	900	150	WE4	2	\$101	Yes	No
908	1991 Oshkosh 8x8 Tender	10T2K1J20M1042768	2500	250	S2	1	\$94	Yes	No

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: Murphy-Reynolds-Wilson FPD

Chief: Wes Anderson

Phone: 208-590-9967

E-mail: chief@mrwfire.org

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property ? Yes or No</u>	<u>Foam Capability Yes or No</u>
E-561	1989 GMC 4x4	GDJV34W8KJ509820	200	150	WE6	2	\$109	No	Yes
E-562	1990 INTERNATIONAL 4x4	1HTSEZ7NOMH347192	950	650	WE4	2	\$125	No	Yes
E-563	1990 Ford F-350 4x4	1FDKF9M1LKA98203	200	150	WE6	2	\$90	Yes	Yes
E-564	1976 Dodge 4x4	W31BF6S280738	350	150	WE6	2	\$109	No	Yes
E-566	1991 FORD F600 FT (2WD)	1FDNK64PXMVA17306	350	200	WE6	2	\$109	No	Yes
WT-521	1987 GMC	1GDS9F4K0HV527219	4000	200	S2	1	\$129	No	Yes
WT-522	1974 WALT 4x4	748617	1700				Not in service yet		
WT-523	2000 Ford 4x4	3FDXF75RX1MA31893	2000	500	T1	2	\$178	No	Yes
WT-524							Not in service yet	Yes	
WT-527	1990 Kenworth	1NKDL29X9LS536859	3300	300	S2	1	\$129	No	No
C-550	2001 CHEV PK (COMMAND)	1GCHK29U81E260701	-	-	¾ Ton	-	\$8	No	-

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: New Plymouth FD

Chief: Allen Blevins

Phone: 208-919-5822

E-mail: firechief-300@hotmail.com

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property ? Yes or No</u>	<u>Foam Capability Yes or No</u>
302	2002 Freightliner Water Tender	1FVABTAK72HJ86550	2000	500	T1	2	\$178	NO	NO
303	2002 International Brush Truck	1HTSEAAAN32H401463	850	300	WE4	2	\$101	YES	YES
305	1981 Kenworth Water Tender	1XKWDN9X7BS189219	3500	500	S2	1	\$129	NO	NO
306	FORD 2001 Brush Truck (slip-on)	1FDXF47S01ED33603	250	150	WE6	2	\$109	NO	YES
307	Hummer	DDID60858324 Dept of Lands #	200	125	WE6	2	\$90	YES	YES

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: **Parma RFPD**

Chief: James Cook

Phone: 208-573-1203

E-mail: pfdchief33@gmail.com

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property? Yes or No</u>	<u>Foam Capability Yes or No</u>
961	1997, International 4800, Brush Truck	1HT5AAK5WH533763	500	350	WE3	3	\$161	No	Yes
924	2000, SEMO, Tender	1HT5HA0R71H294423	3000	500	S2	2	\$129	No	No
963	2015, Freightliner, Brush Truck	1FVDCYCY6GHHD7078	750	250	WE3	3	\$161	No	Yes
941	2008, Chevy Trailblazer	1GNNDT13SX82229983	-	-	½ Ton	-	\$6	No	No
951	2018 HD 2500 Chevy	1GC2KVEG1JZ324853	-	-	¾ Ton	-	\$8	No	No
952	2018 HD 2500 Chevy	2GC2KREGXK1231105	-	-	¾ Ton	-	\$8	No	No
Unit 1 Ambulance	1999 Ford F-450	1FDXE40F8XHB9466	-	-	ALS	2	\$140	No	No
Unit 2	2009 Ford F-450	1FDXE45P69DA03483	-	-	ALS	2	\$140	No	No
Unit 3	2010 Ford F-450	1FDXE4FS9BDA12722	-	-	ALS	2	\$140	No	No

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: Payette City/Rural

Chief: Steve Castenada

Phone: 208-739-6448

E-mail: scastenada@cityofpayette.com

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property? Yes or No</u>	<u>Foam Capability Yes or No</u>
652	2004 Pierce Tanker/Pumper	1HTWYAHT64J082164	2750	1000	S2	1	\$129	NO	YES
654	4WD Engine International 4800 4X4 1994	1HTSEPPNORH544584	850	103	WE4	2	\$101	YES	YES
657	4WD Engine Ford F550 4X4 2015	1FDOX5HT1FEA98518	505	103	WE5	2	\$115	NO	YES

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: **Sand Hollow FD**

Chief: Toby Robinson

Phone: 208-573-3165

E-mail: shfdepchief@gmail.com

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property ? Yes or No</u>	<u>Foam Capability Yes or No</u>
E-21	1997 Pierce Lance Fire Engine	4P1CT02UTA000633	1000	1250	E1 E2	4 3	\$215 \$177	No	Yes
E-22	1985 Chevy FMC Fire Truck	GBL7D1E6FV10966	750	1000	E2 WE3	3 3	\$177 \$161	No	No
B-21	2002 Dodge 3500 Brush Truck	B+MF2554M251421	250	150	WE6	2	\$109	No	Yes
B-22	1998 LMTV Brush Truck	V00342BDEG	900	150	WE4	2	\$125	No	No
B-23	1987 International Fire Truck	1HTLFUXN1HH524102	500	250	WE3	3	\$161	No	Yes
WT-21	1993 International Water Tender	1HTSCACN8R596554	1200	250	S3	1	\$109	No	No
WT-22	2010 Freightliner Truck & Trailer	1FULATCG9APAN1500	5500	300	S1	1	\$143	No	No
Support	2010 Ford F250	1FTSX2BY7AEB37086	-	-	¾ Ton	-	\$8	No	No
WT-23									

WAITING FOR INFO ON WT-23

**EXHIBIT F
EQUIPMENT LIST**

Fire Department: Weiser RFPD

Chief: Tim Atwood

Phone: 208-880-4462

E-mail: firecaptaintim@yahoo.com

<u>Unit Indicator</u>	<u>Equipment (Make, Model, Year)</u>	<u>VIN#</u>	<u>Tank Capacity</u>	<u>Pump GPM</u>	<u>ICS Type</u>	<u>Min Personnel</u>	<u>Hourly Rate</u>	<u>Excess Federal Property ? Yes or No</u>	<u>Foam Capability Yes or No</u>
C750	2008 Ford Expedition ¾ Ton 4x4 Lic # F2202	1FMFU16508IA67484	-	-	¾ Ton	-	\$8	N	N
C754	2012 Chevy Silverado 1500 ½ Ton 4x4 Lic # F792	1GCPKPE76CF174051	-	-	½ Ton	-	\$6	N	N
B755 (Old BLM Eng)	4WD Engine 2001 Navistar International 4800	1HTSEAAAN22H501554	880	100	WE4	2	\$101	Y	Y
B757	4WD Engine 2015 Ford F550 Lic # 2755	1FD0X5HT4FEA13431	500	110	WE5	2	\$115	N	Y
T756	Water Tender 2000 Freightliner FL80 Lic # F796	1FVXJLEB7YHG92799	3100	500	S2	1	\$129	N	N
T759	Water Tender 1994 Autocar Lic # 5794	4V2SCBF6RR513416	3100	450	S2	1	\$129	N	N
B758	4WD Engine 2016 Ford 550 Lic # F2929	1FD0W5HT0GEC61664	500	110	WE5	2	\$115	N	Y

EXHIBIT G

Emergency Equipment Shift Ticket - OF-297

Your Department will be supplied the EMERGENCY EQUIPMENT SHIFT TICKET booklets to carry on your equipment to document equipment usage when assisting on fires solely within the Agencies jurisdiction. It will be the responsibility of your Engine Captain or Officer in charge to complete this form at the end of the incident and prior to leaving the fire scene. Have the Agencies Incident Commander authorize and sign the ticket. A copy of this shift ticket should be submitted with your billing to the Agencies.

- The equipment hourly rates are effective only after the conditions of the mutual aid period have been exceeded (24 hours) and The DEPARTMENT has been officially requested via Resource Order.
- Engines must have a minimum of **three** qualified personnel when used on the fireline. In extreme situations, vehicles may respond to the call with two people, but vehicle cost will be reduced by \$21.00 per hour until the third person arrives.
- Command/Chase vehicles will not be charged to an incident unless authorized by the ordering agency and documented on the Resource Order.
- Any known defects or damage to equipment going on or off shift must be documented in the "Remarks" section
- All equipment and financial packets must be returned to the respective incident agency administrative contact for approval and payment processing.

EMERGENCY EQUIPMENT SHIFT TICKET					
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections					
1. AGREEMENT NUMBER 12-FI-11041400-OXX			2. CONTRACTOR (name) Local Fire Department		
3. INCIDENT OR PROJECT NAME Big Fire		4. INCIDENT NUMBER ID-STF-000123		5. OPERATOR (name) Peter Pulaski	
6. EQUIPMENT MAKE 1989 Kenworth		7. EQUIPMENT MODEL T3 Engine		8. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER 1HT4288KSA009510		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
12. DATE MO/DAY/YR	13. EQUIPMENT USE			14. REMARKS	
	START	STOP	HOURS/DAY/MILES <small>(GROSS CAN)</small>		S. Bear, W. Owl Continue with fire operations on DIVS Z
			WORK	SPECIAL	
7/22/XX	1200	1600	4	Mutual Aid Hours	
7/22/XX	1600	2300	7	No Break Due to Hot Fire Activity	15. EQUIPMENT STATUS <input type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Peter Pulaski			18. GOVERNMENT OFFICER'S SIGNATURE Susie Government		19. DATE SIGNED 7/22/XX
NSN 7540-01-119-5626 50237-1E2			OPTIONAL FORM 297 (7-20) USDA/USDI		

FINANCE
 CONTRACTOR
 EQUIPMENT TIME RECORDER
 ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

**EXHIBIT I
INCIDENT TIME REPORT OF-288**

Emergency Incident Time Report																								
1. Social Security Number					2. Hired At (i.e., ID-BOF)					3. Type of Employment (<i>X one</i>) <input type="checkbox"/> Casual <input type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> State <input type="checkbox"/> Other:														
4. Name (<i>First, Middle, Last</i>)										5. Home/Hiring Unit Name														
6. Mailing Address										7. Home/Hiring Unit Phone Number														
8. City					9. State					10. Zip Code					11. Home/Hiring Unit FAX Number									
12. Emergency Contact Name					13. Emergency Contact Phone Number					14. Emergency Contact Physical Address														
Column A					Column B Header info same as A <input type="checkbox"/>					Column C Header info same as A <input type="checkbox"/> B <input type="checkbox"/>					Column D Header info same as A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>									
1. Incident Name					1. Incident Name					1. Incident Name					1. Incident Name									
2. Incident Order # / Resource Order # <i>(i.e., ID-BOF-000906 / C-33)</i>					2. Incident Order # / Resource Order # <i>(i.e., ID-BOF-000906 / C-33)</i>					2. Incident Order # / Resource Order # <i>(i.e., ID-BOF-000906 / C-33)</i>					2. Incident Order # / Resource Order # <i>(i.e., ID-BOF-000906 / C-33)</i>									
3. Fire Code <i>(i.e., B2C5)</i>			4. Position Code <i>(i.e., FFT2)</i>		3. Fire Code <i>(i.e., B2C5)</i>			4. Position Code <i>(i.e., FFT2)</i>		3. Fire Code <i>(i.e., B2C5)</i>			4. Position Code <i>(i.e., FFT2)</i>		3. Fire Code <i>(i.e., B2C5)</i>			4. Position Code <i>(i.e., FFT2)</i>						
5. AD Class			6. AD Rate		5. AD Class			6. AD Rate \$		5. AD Class			6. AD Rate \$		5. AD Class			6. AD Rate \$						
7. Home/Hiring Unit Accounting Code					7. Home/Hiring Unit Accounting Code					7. Home/Hiring Unit Accounting Code					7. Home/Hiring Unit Accounting Code									
8. Date and a. Year: _____					8. Date and a. Year: _____					8. Date and Time a. Year: _____					8. Date and Time a. Year: _____									
Mo h	Day c	Start d	Stop e	Hours f	Mo h	Day c	Start d	Stop e	Hours f	Mo h	Day c	Start d	Stop e	Hours f	Mo h	Day c	Start d	Stop e	Hours f					
9. Total Hours					9. Total Hours					9. Total Hours					9. Total Hours									
10. Gross Amount <i>(item 6 x item)</i> \$					10. Gross Amount <i>(item 6 x item)</i> \$					10. Gross Amount <i>(item 6 x item)</i> \$					10. Gross Amount <i>(item 6 x item)</i> \$									
11. Remarks										12. Payment Office Only														
13. Commissary Record (Attach additional sheet if necessary)																								
a. Date					b. Item										c. Amount									
Total Commissary Deductions \$										14. Gross Earnings \$														
The signatures below certify the above items are correct and proper for payment.																								
15. Employee Signature										16. Date					17. Time Officer Signature					18. Date				

**EXHIBIT J
COST SHARE AGREEMENT**

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

1. Incident Name:	ENTER NAME	Origin Date:	ENTER DATE	Time:	ENTER TIME
2. Origin: Township:	ENTER #1	Range:	ENTER #2	Section:	ENTER #3
3. Estimated Size:	ENTER ACRES	acres at the time of this agreement			
4. Agency #1:	ENTER #1 AGENCY	Incident #:	ENTER #1 NUMBER	Financial Code:	ENTER #1 CODE
Agency#2:	ENTER #2 AGENCY	Incident #:	ENTER #2 NUMBER	Financial Code:	ENTER #2 CODE
<i>[if applicable]</i> Agency #3:	ENTER #3 AGENCY	Incident #:	ENTER #3 NUMBER	Financial Code:	ENTER #3 CODE

INCIDENT START DATE AND TIME: at hours

Protection Units:

INCIDENT CAUSE:

COMMAND STRUCTURE:

Start Date/Time: at

End Date/Time: at

COST-SHARE PERIOD:

INCIDENT COMMANDER(s):

INCIDENT COMMANDER(s):

AGENCY ADMINISTRATOR(s):

UNIFIED ORDERING POINT:

Agency Administrators/Representatives participating in development of this cost share agreement:

This cost share agreement between the above mentioned agencies was prepared under the following guidelines (*THE FOLLOWING GUIDELINES ARE NEGOTIATED*):

In accordance with the following **COOPERATIVE FIRE PROTECTION AGREEMENT**

Between the *Enter Department Name* Department, the USDI, BUREAU OF LAND MANAGEMENT DISTRICT and the USDA, FOREST SERVICE NATIONAL FOREST.

1. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Agency Administrators (AA) or Agency Representatives (AR) mutual agreement.
2. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
3. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
4. Agency specific costs will not be shared.
5. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
6. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
7. Daily cost sharing will be provided for review to the AA/ARs for information.
8. Sharing of final actual costs between the agencies will be based on a summary of incident suppression costs and each agency's proportionate share thereof as agreed to by the agency representatives.
9. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost. IMTs are responsible for providing the tracking records associated with aircraft and retardant costs.
10. MAFFS will be paid by the USFS and not included in the cost pool.
11. Each agency will be responsible for collecting actual cost/expenditure data that will make up their respectable costs.

12. This cost share will terminate at a date and time agreed upon by all agency administrators at the conclusion of the incident or when conditions significantly change resulting in a need to end or modify this agreement.
13. The parties to this agreement will meet to determine the total costs of each agency on the incident. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency.

In accordance with the attached documentation, it is hereby agreed that cost sharing on this incident will be:

<u>AGENCY</u>	<u>GROUND RESOURCES</u>	<u>AIRCRAFT/RETARDANT</u>
<u>DEPARTMENT</u>	%	%
<u>USFS</u>	%	%
<u>BLM</u>	%	%

This agreement and the shares are our best judgments of agency cost responsibilities.

Signature, Agency Administrator

Signature, Agency Administrator

Printed Name, Agency Administrator

Printed Name, Agency Administrator

Mailing Address:

Mailing Address:

Telephone:

Telephone:

Date of this finalized agreement:

Incident Business/Administrative Contact: Incident Business/Administrative Contact:

Attachments:

**EXHIBIT K
CONTACT INFORMATION**

**FIRE DEPARTMENT: SRV CHIEFS ASSOCIATION
(See following table for members contact information)**

Name	Title	Office	Cell	Email
Terry Leighton	President, SRV Chiefs	541-881-3230	208-941-9158	Terry.leighton@ontariooregon.org

BOISE DISPATCH CENTER

Address: 3948 S. Development Ave. Boise, ID 83705

Phone and FAX: _____ 384-3400 _____ 384-3405 _____

Name	Title	Office	Cell	Email
Jill Leguineche	Center Manager	384-3380	308-3634	aleguineche@blm.gov
Elise Hawes	Assistant Center Manager	384-3446	308-3982	ehawes@blm.gov
Alan Mebane	Assistant Center Manager	384-3412	360-6293	amebane@blm.gov

BOISE DISTRICT BLM:

Address: 3948 S. Development Ave. Boise, ID 83705

Phone and FAX: _____ 384-3400 _____ 384-3405 _____

Name	Title	Office	Cell	Email
Russ Babiak	Dist Fire Mgmt Officer	384-3401	608-8332	adelmas@blm.gov
Todd Floyd	AFMO	384-3453	871-1840	tfloyd@blm.gov
Lindsey Neiwert	FOS	384-3284	871-1843	lneiwert@blm.gov
Joanne Woods	Fire Business	384-3466	871-1834	jmwoods@blm.gov
Zach Aslett	Cache Manager	384-3323		zaslett@blm.gov

SRV CHIEFS ASSOCIATION, CONTACT LIST

Department	Chief's Name	Address	Cell #	Email Address
Emmett Fire	Curt Christensen	501 East Main Street, Emmett ID 83617	208-941-7367	cchristensen@cityofemmett.org
Fruitland Fire	Jerry Campbell	PO Box 324, 200 SWhitley Dr., Fruitland, ID 83619	208-707-4763	jcampbell@fruitland.org
Gem Co. Fire District #1	Rick Welch	115 West 3rd St., Emmett, ID 83617	208-859-4775	Rwelch@gemfireems.org
Gem Co. Fire District #2	Jim Heikes	6922 Sweet-Ola Hwy Sweet, ID 83670	208-866-7255	chiefgem2@gmail.com
Homedale Rural Fire	Dennis Uria	PO Box 608, 20 W Colorado Homedale, ID 83628	208-880-4194	homedalefd@cableone.net
Indian Valley Rural FD	Tim Toomey	Physical: 2293 Mundy Gulch, Indian Valley, ID 83632 Mailing: PO Box 95 , Indian Valley, ID 83632	208-741-1253	timbev2@gmail.com
ISFMO	Knute Sandahl	700 W State St. 3rd Flr Boise, ID 83720	208-867-3395	knute.sandahl@doi.idaho.gov
Jordan Valley City	Mike Quintero	PO Box 187, Jordan Valley, OR 97910	208-412-3284	cityofjv@juno.com
Midvale Fire	Galen Lewis	10 S. River Street or PO Box 131 Midvale, ID 83645	208-550-0208	glewis@mtecom.net
Middleton RFD	Greg Timinsky	302 East Main St. Middleton, Idaho 83644	208-941-8898	gtiminsky@starfirerescue.org
Murphy-Reynolds-	Wes Anderson	11606 State HWY 78 Givens Hot Springs, ID 83641	208-590-9967	chief@mrwfire.org
New Plymouth Fire	Allen Blevins	PO Box 219, 301 N Plymouth Ave., 83655	208-919-5822	firechief-300@hotmail.com
Nyssa City & Rural Fire	Eric Menchaca	203 Good Ave Nyssa, OR 97913	208-739-3639	emenchaca@nyssacity.org
Ontario City & Rural	Terry Leighton	444 SW 4th Street, Ontario, OR 97914	208-941-9158	terry.leighton@ontariooregon.org
ORSMO	Casey Kump		541-786-9868	casey.kump@state.or.us
Parma RFD	James Cook	PO Box 429, 29200 HWY 95 Parma, ID 83660	208-573-1203	pfdchief33@gmail.com
Payette City & Rural	Steve Castanada	600 N. 16th St. Payette, ID 83661	208-739-6448	scastenada@cityofpayette.com
Sand Hollow	Toby Robinson	5239 Black Canyon Exit R	208-573-3165	shfdepchief@gmail.com
Silver City F & R	Jim Hyslop	11618 Emerald Rd., Nampa, ID 83686	208-890-6718	jimhyslop123@gmail.com
Upper Deer Flat Fire	Dale Jeffers	Physical: 9500 Missouri Ave, Nampa, ID 83686 Mailing: 5691 Diamond Ridge Way, Nampa, ID 83686	208-880-1888	Jeffersd8@gmail.com
Vale City & Rural Fire	Jess Tolman	PO Box 325, 252 B Street, Vale, OR 97918	541-2126868	jesstolman203@hotmail.com
Weiser City Fire	Kerry Nyce	55 West Idaho, Weiser, ID 83672	208-550-0911	wcf700@yahoo.com
Weiser RFPD	Tim Atwood	167 West Commercial Weiser 83672	208-880-4462	firecaptaintim@yahoo.com
Wilder FPD	Steve Rhodes	111 2nd St. Wilder, ID 83676	208-989-2983	wfdchief@cableone.net
Boise Dist BLM	Lindsey Neiwert	3948 S Development Ave. Boise, ID 83705	208-871-1843	lneiwert@blm.gov
Vale Dist BLM	Jon Dentinger		541-823-3027	jdenting@blm.gov
Vale Dist BLM	Al Crouch		208-407-4937	acrouch@blm.gov
Payette National Forest	Christian Ramirez	851 E. 9th st. Weiser ID 83672	208-550-2882	Christian.ramirez@usda.gov

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Exhibit L

Supplemental Fire Department Resources Template

These provisions apply only to Supplemental Fire Department Resources, and not to regular fire department personnel. Supplemental Fire Department Resources are defined as overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of the district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply.

Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized from the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the portion of benefits personally paid by the employee. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Any costs for backfill personnel are not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance up to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed.

Personnel

All personnel will possess an active Incident Qualification System (IQS) or equivalent incident qualification documentation commensurate with all applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. The DEPARTMENT/DISTRICT is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. The

DEPARTMENT/DISTRICT will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this exhibit will be listed in the Operating Plan by name, position(s), and identified as SR. While on assignment, these individuals are DEPARTMENT/DISTRICT employees and the DEPARTMENT/DISTRICT will be reimbursed for their actual costs.

Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the OPM web site <http://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the Operating Plan are computed as follows:

1) **Regular Compensation Rate:** The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the DEPARTMENT/DISTRICT for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.

2) **Overtime Compensation Rate:** Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.

3) **Hazard Pay Rate** – Hazard pay differential may be paid to those employees performing work that meets the definition of hazardous duty as defined in the Interagency Incident Business Management Handbook. Compensation rates are paid at 25 percent of the base rate when performing duties that meet the definition of hazardous duties. All hazard pay differential is based on a 24-hour day from 0001-2400 and shall be paid for all hours in pay status during the calendar day in which the hazardous duty is performed.

Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH) Once travel to the home unit commences, days off will not be paid.

Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

Signature _____ Date _____
Agency Administrator
Federal Agency

Signature _____ Date _____
Fire Chief, Local Fire Protection District, Or appropriate Official at State Level

Attachment to Exhibit L

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-2						RADO		
GS-3			FFT2	ABRO	DPRO	SECG		EDRC
GS-4			FALA FFT1	HECM		EQPI		
GS-5		ICT5	ENOP		SCKN	BCMG EQPM INCM ORDM RCDM SECM	CLMS EQTR INJR PTRC	
GS-6		ICT4	CRWB DOZB ENGB FALB FELB STAM TRPB WHSP	AOBS DECK HEL RAMP	DOCL FOBS TNSP	COMT		EDSD
GS-7		IOF3		HELM SEMG	GISS	EMTB EMTI		

Supplemental Fire Department Resource -- Classification Matrix

Attachment to Exhibit L

OPM GENERAL SCHEDULE	AREA COMMAND	COMMAND	OPERATIONS	AIR OPS	PLANS	LOGISTICS	FINANCE	SUPPORT
GS-8		SOF3	DOZ1 TFLD STCR STDZ STEN STLM STPL	ATBM HEB2	DMOB HRSP RESL SITL	COML FACL FDUL GSUL MEDL SPUL CTSP	COMP COST TIME	EDSP IADP
GS-9			FALC	HILCO HEB1 SECO			PROC	
GS-10		ICT3	DIVS STPS	ASGS ATGS	FBAN LTAN	EMTP		CORD INTL PETM
GS-11		ICT2 THSP – Deputy ICT2 PIO2 LOFR SOF2	OPBD OSC2	AOBD	PSC2	LSC2 SVBD SUBD	FSC2	ARCH IBA2 MCCO PETL
GS-12	ACAC ACPC ACLC	PIO1 SOF1	OSC1		PSC1	LSC1	FSC1	IBA1
GS-13	ACDR	ICT1 THSP – Deputy ICT1						

Supplemental Fire Department Resource – Classification Matrix

2020 SRV Chiefs Members (Complete List)

Adrian Rural Fire	Robert Webb
Bear Fire Dept.	Joe Warner
Cambridge Fire	Dean Page
Council Fire	Shawn Stafford
Emmett Fire	Curt Christensen
Fruitland Fire	Jerry Campbell
Gem Co. Fire District #1	Rick Welch
Gem Co. Fire District #2	Jim Heikes
Homedale Rural Fire	Dennis Uria
Huntington Fire	Eric Bronson
Indian Valley Rural FD	Tim Toomey
ISFMO	Knute Sandahl
Jordan Valley City	Mike Quintero
Midvale Fire	Galen Lewis
Middleton RFD	Victor Islas
Murphy-Reynolds-	Wes Anderson
New Plymouth Fire	Allen Blevins
Nyssa City & Rural Fire	Eric Menchaca
Ontario City & Rural	Terry Leighton
ORSMO	Casey Kurmp
Parma RFD	James Cook
Payette City & Rural	Steve Castanada
Sand Hollow	Toby Robinson
Silver City F & R	Jim Hyslop
Upper Deer Flat	Dale Jeffers
Vale City & Rural Fire	Jess Tolman
Weiser City Fire	Kerry Nyce
Weiser RFPD	Tim Atwood
Wilder FPD	Steve Rhodes

COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
SNAKE RIVER VALLEY FIRE CHIEFS ASSOCIATION
And The
USDI, BUREAU OF LAND MANAGEMENT
BOISE DISTRICT

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the "Snake River Valley Chiefs Association", hereinafter referred to as the "DEPARTMENT/DISTRICT," and the USDI, Bureau of Land Management, Boise District, hereinafter referred to as the BLM. The BLM will be referred to as AGENCY(IES) under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a).

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of parties signatory to this AGREEMENT.

This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The AGENCIES have the responsibility for prevention, protection and suppression of wildland fires on BLM and National Forest administered lands, and on adjacent or intermingled State and private forested lands, as identified through written agreement.

The DEPARTMENT/DISTRICT has the responsibility for prevention, protection and suppression of structure and other fires within the boundaries of the established fire district. These structures and lands protected by the DEPARTMENT/DISTRICT are intermingled or adjacent to lands protected by the BLM and Forest Service.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

III. DEFINITIONS

1. **Agency Administrator:** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.

2. **Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.
3. **Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources.
4. **Extended Attack Fire:** A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.
5. **Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.
6. **Idaho Department of Lands (IDL):** The Idaho Department of Lands, and two timber protective associations, are responsible for fire prevention and protection on more than 6 million acres of state and private forests and rangeland in the State of Idaho.
7. **Initial Attack:** A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
8. **Initial Attack Fire:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.
9. **Interagency:** Involvement of two or more agencies to this Agreement.
10. **Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law or agreement.
11. **Mutual Aid:** Mutual aid is the act of assisting the Protecting Agency, at no cost for the first 24 hours or by written agreement, to suppress wildfires. Mutual aid is attained by the agreement among participating parties to respond with supporting resources, as available at the initial response of the wildfire. The types of resources available for mutual aid response will be further defined within the Operating Plan (OP).
12. **Mutual Aid Area:** An identified reciprocal initial attack zone for lands of intermingled or adjoining protection responsibility as identified by the mutual aid area maps in the Operating Plan (OP).
13. **Off Season:** This period is defined as the period of time where Federal Agencies typically do not have their initial attack resources readily available.

14. **Personal Protective Equipment (PPE):** Based on National Wildfire Coordinating Group (NWCG) standards equipment and clothing required to mitigate the risk of injury from or exposure to hazardous conditions encountered during the performance of duty.
15. **Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.
16. **Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific land management objectives.
17. **Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).
18. **Procurement Documents:** Agency specific financial obligation documents.
19. **Protecting Agency:** The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, cooperative agreement, etc.
20. **Protection:** The actions taken to limit the adverse environmental, social, political, economic, and community values at risk.
21. **Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking an uncontrolled fire and for directing the suppression action.
22. **Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.
23. **Protection Boundary:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.
24. **Reciprocal Fire Protection:** Reciprocal fire suppression is the act of assisting the Protecting Agency, at no cost for the first 24 hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the Protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local Operating Plans. Reciprocity may be thought of as the implementing mechanism of the Closest Forces Concept.

25. **Reimbursable Costs:** Costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement.
26. **Servicing Dispatch Center:** The dispatch center of the federal agency or Department/District who supports the initial response resources and/or first qualified agency fire officer on-scene who assumes command responsibility.
27. **Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident.
28. **Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.
29. **Suppression:** Management action to extinguish a fire or confine fire spread beginning with its discovery.
30. **Threat Fire:** Any fire a PROTECTING PARTY considers a threat to property under their jurisdiction, or protection. A threat fire will be considered a mutual aid fire and all definitions of a mutual aid fire will apply. It is understood that the fire may reach other jurisdictions within the burning period.
31. **Non-Wildland Fire Incidents:** Any incidents outside the definition of wildland fire. Such incidents would include but limited to; structure, vehicle or dump fires, hazardous materials releases, and emergency medical response to public.
32. **Wildland Fire:** A fire that occurs in vegetation or natural fuels. Wildland fires are categorized into two distinct types:
 - a. **Wildfires** – Unplanned ignitions or prescribed fires that are declared wildfires
 - b. **Prescribed Fires** – Planned ignitions

IV. GENERAL PROVISIONS/GUIDELINES

OPERATING PLANS. The parties will meet annually, prior to the initiation of fire season to prepare an OPERATING PLAN (OP). This OP will include protection area maps for all parties, current rates for use of the DEPARTMENT equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this AGREEMENT as necessary for efficient implementation. This OP shall become attached to and a part of this AGREEMENT. If an OP has not been executed for the current year, the last executed OP shall be used.

RECIPROCAL FIRE PROTECTION (Mutual Aid). As deemed appropriate, the Parties will establish reciprocal initial attack, or mutual aid areas for lands of intermingled or adjoining protection responsibilities. Such areas will be mapped and made part of the OP. The length of mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the OP.

Within such areas SUPPORTING party may, upon request or voluntarily, take initial attack action in support of the PROTECTING party. The PROTECTING party will not be required to reimburse the SUPPORTING party for initial attack actions taking place in this area within the first **24 hours** following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be assistance by hire, and will not be billed retroactively for the full period from the time of initial dispatch. The billing period will begin at the end of the 24-hour mutual aid period.

All initial attack ground resources and overhead are considered mutual aid resources. All aircraft and their associated support personnel costs are considered assistance by hire.

ASSISTANCE BY HIRE. Assistance by Hire is the provision of fire suppression resources, by one Party to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire.

All resources provided by the District/Department for suppression activities on federally administered lands during the “off season” will be considered assistance by hire. This period is defined as the period of time that Federal Agencies typically do not have their initial attack resources readily available. Off season dates are defined in the OP.

The Federal Agencies and the District/Department will provide current rate schedules and updates when rates change. The rates will be posted and updated in the OP.

REQUESTED ASSISTANCE. Outside Mutual Aid area, when requested by the PROTECTING party, the SUPPORTING party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.

INDEPENDENT ACTION. Except as otherwise described in the OP, any party on its own initiative and without reimbursement may go upon lands protected by another party to suppress wildfires, if the fire is a threat to property within that party’s protection responsibility. In such instances, the party taking action will promptly notify the protecting party.

If either party takes action on a fire independently, the SUPPORTING party will furnish the PROTECTING party a preliminary report (oral) within 24 hours of the action taken and a written incident report with ten (10) days.

NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands for which that party has protection responsibility. When taking action, the SUPPORTING party will, as soon as possible, notify the PROTECTING party in accordance with the OP, detailing what equipment and personnel have been dispatched to the incident location.

BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the PROTECTING parties on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived at the fire it will be mutually agreed to the designation of the Incident Commander and notify the servicing dispatch center.

COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across protection boundaries, the jurisdictional parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within an Agency's Protection Area will be the responsibility of that Agency.

Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share.

COMMUNICATON SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the OP.

PRESCRIBED FIRE AND FUELS MANAGEMENT. The JURISDICTIONAL Party will inform all Parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement. The agencies to this agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a separate instrument.

FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.

FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.

FACILITIES. The Parties may share or exchange facilities. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts. OP may outline conditions for specific situations.

NATIONAL INCIDENT MANAGEMENT SYSTEM. The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: the Incident Command System (ICS), qualification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

NATIONAL INTERAGENCY INCIDENT MANAGEMENT TEAM SYSTEM. The Parties to this Agreement will operate under the concepts defined in the Department of Homeland

Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310-1).

DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. The Parties will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the Party taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the Parties will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional Party with investigation files relative to specific fires. Each Party will promptly notify the other Parties when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other Party.

TRAINING. The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Each Party is responsible for the training of their respective employees.

EQUIPMENT. Equipment owned and used by either Party to suppress fires on lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning Party. This includes fuel, lubricants, and maintenance. Drivers and equipment operators will hold appropriate operating licenses to meet their respective District/Department, State and Federal regulations.

BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations). Refer to the Operating Plan for specific billing procedures.

INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.

3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

EMPLOYMENT POLICY. Employees of the parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

LOANED (OR SHARED) EQUIPMENT AND SUPPLIES, CACHE ITEMS. The Parties recognize that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims clause, the parties agree that the Receiving/supporting Party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

WAIVER OF CLAIMS. Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective State and Federal Agencies and does not pertain to claims advanced by third parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the jurisdictional agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

APPROPRIATED FUND LIMITATION. Nothing herein shall be considered as obligating the parties to this agreement to expend funds, or as involving the parties in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds

available for payment to meet the commitments of this agreement and modifications thereto, except as specifically authorized by law.

FREEDOM OF INFORMATION ACT (FOIA). Public access to instrument records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

NONDISCRIMINATION. The DEPARTMENT/DISTRICT shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement DEPARTMENT/DISTRICT acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If DEPARTMENT/DISTRICT fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds DEPARTMENT/DISTRICT has expended in violation of sections 433 and 434.

SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).

DEPARTMENT/DISTRICT shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Fire Department Contacts:

Fire Department Program Contact	Fire Department Administrative Contact
Name: Terry Leighton, President Department/District: Snake River Valley Fire Chiefs Association Address: 444 SW 4 th Street City, State, Zip: Ontario, OR 97914 Telephone: 541-881-3233 Fax: 541-889-7121 Email: terry.leighton@ontariooregon.org	Name: Kevin Smith, Secretary Address: 444 SW 4 th Street City, State, Zip: Ontario, OR 97914 Telephone: 541-881-3233 Fax: 541-889-7688 Email:

Principal BLM Contacts:

BLM Program Contact	BLM Administrative Contact
Name: Andy Delmas, Fire Management Officer Address: 3948 Development Ave. City, State, Zip: Boise, ID, 83647 Telephone: 208-384-3401 Fax: 208-384-3489 Email: adelmas@blm.gov	Name: Joanne Woods, Program & Management Analyst Address: 3948 Development Ave. City, State, Zip: Boise, ID, 83647 Telephone: 208-384-3466 Fax: 208-384-3489 Email: jmwoods@blm.gov
BLM Agreement Contact Linda Pitzer Lead Agreement Reviewer Phone: 208-373-3909 Email: lpitzer@blm.gov	

MODIFICATION. Modifications within the scope of the instrument must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed. The Federal Agencies are not obligated to fund any changes not properly approved in advance.

COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five years from said date, at which time it will expire unless extended.

TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, in whole or part, as follows:

- a. When the Federal Agencies and District/Department agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- b. By 30 days written notification District/Department to the Federal Agencies setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
- c. If, in the case of a partial termination, the Federal Agencies determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the Federal Agencies may terminate the agreement in its entirety.

Upon termination of an agreement, District/Department shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Federal Agencies shall allow full credit to District/Department for the United States federal share of the non-cancelable obligations properly incurred by District/Department up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

A. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.



Terry Leighton, President
Snake River Valley Fire Chiefs Association

5/17/18
Date

for 

Lara Douglas, District Manager
Boise District, Bureau of Land Management

Aimee Betts

5/2/2018
Date

The authority and format of this instrument have been reviewed and approved for signature:



Linda Pitzer
BLM Agreement Reviewer

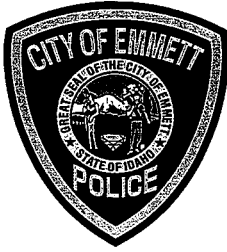
4/26/18
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9892 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax: 208-365-6062 Phone: 208-365-6055

Chief Steve Kunka

To: Emmett City Council & Mayor

From: Chief Steve Kunka

RE: Request to Lease Copier/Scanner - modified

Date: June 4, 2020

The City of Emmett Police Department seeks a motion to approve an addendum to our copier lease agreement. The original lease was approved to renew our lease with Great America for an upgraded copier, scanner, printer machine from Valley Office Systems. This was approved by the City Council on April 14 with a unanimous vote in favor.

Since the approval, Great America and Valley Office Supplies reached out and advised they forgot to have one of the forms approved and signed by the city. Valley Office forwarded the form for approval, which was sent to the city attorney. Legal counsel has requested that the council be informed of the new document and to have the council re-vote on the lease with the new information.

The price is still the same for the lease. The terms are still the same, but the new document shows the 2000 copies that the included in the base cost.

Attachments:

Original signed document and updated un-signed document from Valley Office Systems



COST PER IMAGE AGREEMENT

Valley Office Systems
Ph. 208-529-2777
Fax 208-529-0135

CUSTOMER ("YOU" OR "YOUR")

AGREEMENT NO.:

FULL LEGAL NAME: Emmett City Of

FEDERAL TAX ID #: 82-6000188

ADDRESS: 501 E MAIn St Emmett ID 83617

EQUIPMENT AND PAYMENT TERMS

SEE ATTACHED SCHEDULE

Table with columns: TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES; NOT FINANCED UNDER THIS AGREEMENT; BEGINNING METER READING (B&W, COLOR); MONTHLY IMAGE ALLOWANCE (B&W, COLOR); EXCESS PER IMAGE CHARGE (PLUS TAX) (B&W, COLOR). Includes row for 1 IMC 2000.

TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)

EQUIPMENT LOCATION: As Stated Above

METER FREQUENCY: Monthly

TERM IN MONTHS: 60

MONTHLY BASE PAYMENT AMOUNT*: \$159.00

(*PLUS TAX)

SECURITY DEPOSIT: \$

PURCHASE OPTION*: Fair Market Value

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

Valley Office Systems

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

2050 1st St, Idaho Falls, ID 83401-4469

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.

SIGNATURE: X

INDIVIDUAL:

DATE:

SIGNATURE: X

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:

AGREEMENT

Valley Office Systems
Ph. 208-529-2777
Fax 208-529-0135



CUSTOMER (YOU OR YOUR)

AGREEMENT NO.:

FULL LEGAL NAME: Emmett City of

FEDERAL TAX ID #: 82-6000188

ADDRESS: 501 E Main St Emmett ID 83617

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

1 IMC 2000

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60

MONTHLY PAYMENT AMOUNT: \$159.00

(*PLUS TAX)

SECURITY DEPOSIT: \$

PURCHASE OPTION: Fair Market Value

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

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(As Stated Above)

CUSTOMER

[Handwritten Signature]

SIGNATURE

Gordon Petrie Mayor 4/16/20

PRINT NAME & TITLE

DATE

OWNER (WE, US, OUR)

Valley Office Systems

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

2050 1st St. Idaho Falls, ID 83401-4469

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.

SIGNATURE: X

INDIVIDUAL:

DATE:

SIGNATURE: X

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:

City of Emmett, Idaho

Monthly Financial Report

April 2020

OUR CASH...

Account Balances

GENERAL FUND –	
Cash & Investments	\$ 2,434M

STREET FUND –	
Cash & Investments	\$ 396,087.

LIBRARY FUND –	
Cash & Investments	\$ 204,698

CEMETERY FUND–	
Cash & Investments	\$ 104,394

PERPETUAL CARE FUND –	
CASH & INVESTMENTS	\$ 86,939

WATER FUND –	
Cash & Investments	\$ 3,307M
Bond Payment Reserve	\$ 309,535

SEWER FUND –	
Cash & Investments	\$ 3,972M
Bond Payment Reserve	\$ 976,012

SANITATION FUND-	
Cash & Investments	\$146,626

TECHNOLOGY FUND	
Cash & Investments	\$ 2,090

BUDGET VS. ACTUAL YEAR TO DATE

GENERAL FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget \$2,639,716		
Revenues to Date	\$ 1,716,213	65%
Expenditures to Date	\$ 1,581,243	60%

Road & STREET FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget \$ 527,080		
Revenues to Date	\$ 364,842	69%
Expenditures to Date	\$ 237,925	45%

LIBRARY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget \$ 249,349		
Revenues to Date	\$ 148,303	59%
Expenditures to Date	\$ 135,566	54%

CEMETERY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget \$ 114,879		
Revenues to Date	\$ 76,609	67%
Expenditures to Date	\$ 62,571	54%

WATER FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget \$1,857,300		
Revenues to Date	\$ 923,229	50%
Expenditures to Date	\$ 796,923	44%

SEWER FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget \$2,451,800		
Revenues to Date	\$ 1,319,484	54%
Expenditures to Date	\$ 874,405	36%

SANITATION FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget \$ 565,250		
Revenues to Date	\$ 336,025	59%
Expenditures to Date	\$ 333,470	59%

TECHNOLOGY UTILITY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget \$ 0		
Revenues to Date	\$ 2,120	N/A
Expenditures to Date	\$ 0	N/A

SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

PROPERTY TAX COLLECTIONS

Budget \$1,796,097		
Revenues to Date	\$1,102,863	61%

STATE SHARED REVENUES COLLECTIONS

Budget \$ 287,058		
Revenues to Date	\$ 220,939	77%

BUILDING PERMIT REVENUES COLLECTIONS

Budget \$ 45,000		
Revenues to Date	\$ 46,316	103%