



City Council Meeting

680 Park Avenue
Idaho Falls, ID 83402

Agenda

Thursday, September 9, 2021

7:30 PM

City Council Chambers

While Coronavirus (COVID-19) is still a public health risk, the City will follow Eastern Idaho Public Health (EIPH) recommendations. EIPH currently recommends observance of The Centers for Disease Control and Prevention (CDC) guidelines.

Welcome.

City Council Meetings are open to any member of the public. All are welcome to observe (either in person or via the City's website livestream). Note that not all agenda items include the opportunity for public comment. Also, please be aware that amendments to this agenda may be made by Council during the meeting upon passage of a motion that states a good faith reason why the desired change was not included in the original agenda posting. To participate personally, we ask you to follow these City guidelines.

Opportunity for General Public Comment.

The public is invited to address the City Council but only regarding general matters that are not listed on this agenda or that are already noticed for a public hearing, subject to the Public Hearing Participation Guidelines below. When you address the Council, please state your name and some general contact information (e.g., city, address, neighborhood). Please limit your remarks to approximately three (3) minutes. For legal reasons, topics you may not comment upon include matters currently pending before the City's Planning and Zoning Commission or Board of Adjustment; pending City enforcement actions (including those on appeal); and City personnel actions.

Public Hearing Participation Guidelines.

1. In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address your comments directly to the Council and try to limit them to three (3) minutes.
2. Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
3. Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to VirtualAttend@idahofalls.gov no later than forty-eight (48) hours prior to the date of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing on the agenda you wish to offer testimony. Please note that the remote option will not be available for all meetings.

Regularly scheduled Council meetings are live-streamed and archived on the City website (idahofalls.gov). If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or ADA Coordinator Lisa

Farris at 208-612-8323. They can help accommodate special needs.

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.**

Please see guidelines above.

4. **Consent Agenda.**

Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.

A. Municipal Services

- 1) Approval of Workers' Compensation and Employer's Liability Insurance for Fiscal Year 2021/22 **21-238**

The total of \$238,611 is an increase of \$16,703 from last fiscal year's amount of \$221,908. City staff is recommending the purchase of worker's compensation insurance with Safety National for an annual cost of \$172,156, plus a surety bond in the amount of \$700,000 with Travelers Casualty & Surety Company for \$7,455 and the renewal of the Moreton & Company broker consulting contract for \$59,000.

Attachments: MS_Workers Compensation and Employer Liability Insurance 2021-22.pdf

- 2) Treasurer's Report for July 2021 **21-234**

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending July 2021, cash and investments total \$150.5M. Total receipts received and reconciled to the general ledger were reported at \$26.3M, which includes revenues of \$25.1M and inter-departmental transfers of \$1.2M. Total distributions reconciled to the general ledger were reported at \$19.4M, which includes salary and benefits of \$5.8M, operating costs of \$12.4M and inter-departmental transfers of \$1.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$139.0M.

Attachments: MS_Treasurers Report for July 2021.pdf

- 3) Minutes from Council Meetings **21-239**

August 23, 2021 City Council Budget Session/Work Session and August 26, 2021 City Council Meeting.

Attachments: 20210823 Budget Session-Work Session - Unapproved.pdf
20210826 Council Meeting - Unapproved.pdf

- 4) License Applications, all carrying the required approvals

Recommended Action:

Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. Regular Agenda.**A. Community Development Services**

- 1)** Amendment of City Ordinance, Title 9, Chapter 4, Section 21, to permit the regulation of downtown parking by block face **21-233**

For consideration on the regular agenda is an ordinance amending Title 9, Chapter 4, Section 21 of City Code. The proposed amendment modifies regulation of downtown parking from a parking space model to a block face model. Currently, vehicles downtown in a 2-hour parking zone must move to a new space at the end of their 2-hours. The proposed ordinance requires the vehicle to move to a new block face, which is defined as 500 lineal feet of where previously parked and not across the street on the same block. Vehicles may not return to the same block face within a 12-hour period.

The ordinance is proposed by the Idaho Falls Downtown Development Corporation (IFDDC) as a better parking management tool and to prevent vehicles from moving one space every two hours. IFDDC has assumed responsibility of managing and enforcing downtown parking, which is consistent with a recommendation from a downtown parking study that recommended all parking management be handled by a single agency. During the work session at which this item was discussed, the Council asked about the cost of the signs. The Street Division of Public Works has indicated approximately \$6,600 for the materials and staff time. The timeline is approximately six weeks, however the ordinance and code are structured so that whatever signs are posted, whether the existing 2-hour per space or the new 2-hour per block face, is what will govern that block until all the signs can be replaced.

Recommended Action:

To approve the Ordinance permitting the regulation of downtown parking by block face under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Attachments: Ordinance - Title 9, Ch 4, Sec 21 Block Face Parking Zones 9.2.21.pdf

B. Fire Department

- 1)** Fire Code 2018 Ordinance **21-235**
- Adoption of the most current edition of the International Fire code ensures application of the most current guidelines and aligns the current code with community development services and the State of Idaho.

Recommended Action:

Approve the Ordinance amending sections 7-10 through 7-10-4 to provide for the adoption of

the International Fire Code 2018 Edition under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be ready by title, reject the Ordinance).

Attachments: Fire Code 2018

2) 2021-2022 Local 1565 Labor Agreement 21-237

Labor agreement with Idaho Falls Firefighters Local 1565 and the CITY. The overall agreement reflects 2021 collective bargaining negotiations and includes a 1% wage increase, changes to the firefighter's healthcare premium payments, sick leave, and vacation payout modifications. This agreement is for approximately one year and will expire on April 30, 2022.

Recommended Action:

Approve the 2021-2022 Labor Agreement with Idaho Falls Firefighters Local No. 1565 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Attachments: Local No. 1565 Labor Agreement Negotiations 2021-22 Final Draft Contract .pdf
Local No. 1565 Labor Agreement Negotiations 2021-22 Draft Contract REVISED.pdf

C. Idaho Falls Power

1) IFP 21-033-2 Lower Plant Runner Hub Rebuild 21-232

Idaho Falls Power (IFP) solicited bids from qualified construction contractors to rebuild Lower Plant's runner hub, which includes removal, disassembly and reassembly of the runner and runner hub. The bid includes all equipment, materials and labor. IFP received 3 bids with Gracon, LLC being the lowest responsive, responsible bidder at \$531,465.00.

Recommended Action:

Approve this agreement with Gracon, LLC of Lafayette, Colorado, for Lower Plant's runner hub rebuild at a not-to-exceed amount of \$531,465.00 and give authorization to the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

Attachments: IFP 21-033-2 Bid tab and agreement for LP Runner Hub Rebuild with Gracon LLC.pdf

D. Municipal Services

1) Approval to Write-Off Ambulance Service Accounts 21-209

The total includes calendar year 2020 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with Medicare at \$1,640,570.39 or 64% and Medicaid at \$791,378.64 or 31% of the total write-off request of \$2.5M. The remaining \$115,606.22 or 4% of the total write-off request, includes calendar year 2018 and 2019

deceased and bankrupt accounts at \$11,922.64, contractual and collection agency accounts determined uncollectible at \$103,683.58. Last fiscal year's approved write-off was \$2,641,390.71 which was \$93,835.46 more than this year's request.

Recommended Action:

Approve the write-off of unpaid ambulance service accounts for calendar service dates 2018, 2019 and 2020 determined as uncollectible for a total of \$2,547,555.25 or take other action deemed appropriate.

6. Announcements.

7. Adjournment.

File #: 21-238

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, September 2, 2021
DEPARTMENT: Municipal Services

Subject

Approval of Workers' Compensation and Employer's Liability Insurance for Fiscal Year 2021/22

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the worker's compensation and employer's liability consulting, training and insurance policy contracts for the 2021/22 fiscal year for a total of \$238,611 or take other action deemed appropriate.

Description, Background Information & Purpose

The total of \$238,611 is an increase of \$16,703 from last fiscal year's amount of \$221,908. City staff is recommending the purchase of worker's compensation insurance with Safety National for an annual cost of \$172,156, plus a surety bond in the amount of \$700,000 with Travelers Casualty & Surety Company for \$7,455 and the renewal of the Moreton & Company broker consulting contract for \$59,000.

Alignment with City & Department Planning Objectives



The purchase of the consulting and insurance policies support the good governance community-oriented

result by providing competitive workers' compensation and liability insurance to protect and reduce city loss exposures.

Interdepartmental Coordination

Legal and Human Resources have reviewed the workers' compensation consulting and insurance policies and concur with Municipal Services staff's recommendation.

Fiscal Impact

Funds to purchase the consulting and workers' compensation insurance policies are within the City's approved 2021/22 fiscal year insurance budget.

Legal Review

Legal concurs the Council action desired is within State Statute.

Proposal of Insurance

City of Idaho Falls

P. O. Box 50220
Idaho Falls, ID 83405

Excess Workers Compensation

Effective Date of Coverage: October 1, 2021

Chad Ranstrom
Sr. Vice President

Tracy Taylor
Account Manager

Moreton & Company
2501 East State Avenue, Suite 200 | Meridian, ID 83642
(208) 321-9300 | Fax (208) 321-0101 | moreton.com
Insurance | Employee Benefits | Surety
CA License No. 0522220

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Your Insurance Broker

Moreton & Company, founded in 1910, is an independently owned and operated insurance agency serving the insurance needs of business, public entities and residents.

Regional, national and international representation through Assurex Global allows us to draw on resources that are both expert and independent. Our expertise, dedication to superior service, and ability to provide quality, price effective products has made us the area's most diversified and resourceful independent broker.

Mission Statement

Learn, Empower, Serve, Find a Better Way

Moreton & Company is a trusted insurance brokerage with over 100 years of industry expertise and superior service. We find better ways of offering valuable solutions for our clients, synergies with our carriers, and an outstanding workplace for our employees.

Changes & Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as new locations, expansion to another state, new products, or new applications of existing products. This includes traveling, shipping via ground, air, rail, etc., or to new states or foreign exposures.
- Mergers and/or acquisition of new companies, as well as dissolving of companies.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Circumstances which may require increased insurance limits.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to the vehicle schedule or to scheduled equipment such as contractor's equipment, electronic data processing, etc.
- Property of yours that is in transit or off-premises, unless we have arranged for the insurance previously.
- Any changes in existing premises including vacancy, (whether temporary or permanent), alterations, demolition, etc. Also, any new premises, either purchased, constructed or occupied.

Please contact your Sales Executive or Account Manager with any other changes not mentioned above. This list is not all inclusive for all the different changes our customers go through.

Account Service Team

Moreton & Company
2501 East State Avenue, Suite 200
Meridian, ID 83642
Phone (208) 321-9300
Fax (208) 321-0101

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to ensure that the coverage will respond when it is needed. We feel that our people are our greatest asset – courteous professionals who know that you expect and deserve the very best.

These are the people who will handle your account at Moreton & Company:

Chad Ranstrom, Sr. Vice President, CRanstrom@moreton.com, direct phone number 208-321-2021, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Tracy Taylor, Account Manager, TTaylor@moreton.com, direct phone number 208-321-2015, will help you with questions regarding:

- Vehicle coverage changes
- Auto ID cards
- Binders, Insurance Certificates
- Evidence of Property Insurance
- Mortgagee/Loan address changes
- Address or location changes
- Billing inquiries

Claims contacts:

- **Barb Knapp** bknapp@moreton.com, (208) 321-2020

Office Hours: 8:00 a.m. to 5:00 p.m. (Mountain Time)
Monday through Friday

Disclosures/Disclaimers

- **This is a coverage proposal, not a legal contract.** This proposal is provided to help you understand your insurance program. It provides only a general description of insurance coverages and is not an insurance contract. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.
- If the contents of this proposal and the terms and conditions of the policy are contradictory, the language of the policy will govern.
- In evaluating your exposure to loss, we have been **dependent upon information provided by you**. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, let us know so your coverage reflects the changes.
- The liability or property limits shown on this proposal are per your request or per expiring policies. **Higher liability or property limits** may be available. We can provide you with a quotation on the additional cost for the increased protection.
- The coverages shown on this proposal are per your request or per expiring policies. **Additional coverages**, such as earthquake, flood, pollution liability, professional liability, cyber liability, etc. **may be available**. We can provide you a quotation on the additional cost for the increased protection.
- Annual Audit of Existing Coverages – Portions of your premiums may be estimate amounts that are based on your anticipated exposures. These policies, therefore, are subject to adjustment, based on your actual exposures. These exposures are generally developed at policy year-end either from previous reports sent to the insurance company or from an audit of your records by the insurance company. The audit, at the insurance company discretion, can be either voluntary (when you complete the forms sent to you) or actual (when the company sends its own people to verify information from your records). Once this is completed, you will receive an adjustment to the estimated premium that was billed originally.

It is important that if you have subcontractors working for you that you secure a certificate of insurance from them evidencing workers compensation coverage and general liability coverage. Otherwise, this exposure could be picked up at audit and charged to you.
- **Moreton & Company is concerned with the environment.** Policies and endorsements will be sent to you electronically. If you prefer paper copies, please let us know. We will accommodate your needs.
- **Moreton & Company will negotiate insurance coverage contracts** on your behalf. Please see your legal representative to negotiate other contracts.
- **Moreton & Company may receive additional compensation** from insurers based on a combination of *premium volume and loss or claims experience*. If your premium is financed, we may also receive compensation from finance companies.
- The Fred A. Moreton & Company California license number is 0522220.
- Please contact us with any questions regarding the terminology used or the coverages provided.
- In January 2015, the Terrorism Risk Insurance Act program was re-authorized for six years with the following changes:
 - Phases in an increase to the program's trigger from \$100 million to \$200 million by 2020.
 - Decreases federal share of losses from 85% to 80% by 2020.
 - Increases the government's mandatory recoupment amount from \$27.5 billion to \$37.5 billion by 2020.
 - Increases recoupment percentage amount from 133% to 140%.
 - Streamlines the certification process for an act of terror by removing the Secretary of State and Attorney General from the formal process.
 - Instructs the Secretary of Treasury to issue a certification timeline to Congress.

Location Schedule

Named Insured: City of Idaho Falls

Loc. No.	Street	City	State	Zip
1	308 C Street	Idaho Falls	ID	83406
2	375 D Street	Idaho Falls	ID	83405
3	100 E 65 N	Idaho Falls	ID	83405
4	5230 S 25 East	Idaho Falls	ID	83405
5	2472 Holmes	Idaho Falls	ID	83405
6	4075 Glen Koster	Idaho Falls	ID	83405
7	647 Shoup	Idaho Falls	ID	83405
8	1695 Lincoln Road	Idaho Falls	ID	83405
9	2125 Federal Way	Idaho Falls	ID	83405
10	3180 South Woodruff	Idaho Falls	ID	83405
11	1755 South Bellin Road	Idaho Falls	ID	83405
12	564 Hemert	Idaho Falls	ID	83405
13	2780 Carnival Way	Idaho Falls	ID	83405
14	River	Idaho Falls	ID	83405
15	4055 Glen Koster Lane	Idaho Falls	ID	83405
16	700 E 25th Street	Idaho Falls	ID	83405
17	2600 Elk Drive	Idaho Falls	ID	83405
18	North Skyline	Idaho Falls	ID	83405
19	149 7th Street	Idaho Falls	ID	83405
20	6855 S 15th Street	Idaho Falls	ID	83405
21	2140 N Skyline Drive	Idaho Falls	ID	83405
22	2450 Hemmert Ave.	Idaho Falls	ID	83405
23	1810 West Broad Was	Idaho Falls	ID	83405
24	2355 Rollandet	Idaho Falls	ID	83405
25	4600 South Yellowstone	Idaho Falls	ID	83405
26	1000 Riverwald Drive	Idaho Falls	ID	83405
27	501 S Holmes	Idaho Falls	ID	83405
28	911 N Skyline	Idaho Falls	ID	83405
29	140 S Capitol	Idaho Falls	ID	83405
30	325 Shoup	Idaho Falls	ID	83405
31	325 8th Street	Idaho Falls	ID	83405
32	2530 Hemmert	Idaho Falls	ID	83405
33	390 Rogers Street	Idaho Falls	ID	83405
34	457 Broadway	Idaho Falls	ID	83405
35	981 South Blvd	Idaho Falls	ID	83405
36	520 Memorial Drive	Idaho Falls	ID	83405
37	521 Memorial Drive	Idaho Falls	ID	83405
38	522 Memorial Drive	Idaho Falls	ID	83405
39	701 E Elva	Idaho Falls	ID	83405

Commercial Workers Compensation

Named Insured: City of Idaho Falls
 Insurance Company Name: Safety National
 A.M. Best Rating: A++ XV
 Effective Date: 10/1/2021

Coverages	Description	Limits of Liability
Coverage A	Workers' Compensation	Statutory
Coverage B	Employer's Liability	
	Each Accident	\$1,000,000
	Disease per Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

	2020-21	2021-22
Payroll	\$53,452,723	\$52,894,555
Manual Premium	\$1,237,686	\$1,263,993
Experience Modification Factor	1.0	1.0
Standard Premium	\$1,237,686	\$1,263,993
Self-Insured Retention		
➤ Per Employee	\$1,000,000	\$1,000,000
➤ All Other	\$500,000	\$500,000
Loss Fund Rate (percentage)	221%	221%
Estimated Loss Fund	\$2,735,286	\$2,793,425
Minimum Loss Fund	\$2,735,286	\$2,793,425
Aggregate Excess Limit	\$2,000,000	\$2,000,000
Loss Limitation	\$500,000	\$500,000
Premium Rate	12.56%	13.62%
Deposit Premium	\$155,453	\$172,156
Minimum Premium	\$155,453	\$172,156

Commercial Workers Compensation

NOTES:

- All Workers Compensation Claims are to be reported as soon as possible by sending the completed **FIRST REPORT OF INJURY** directly to the workers' compensation insurance company.
- Work in any states other than shown on your policy should be reported to Moreton & Company as soon as possible.
- Monopolistic fund states (ND, OH, WA, WY, Puerto Rico & US Virgin Islands) require that coverage be purchased from the state fund.

Employers Liability Form exclusions include, but are not limited to the following (please refer to policy for full list of exclusions):

- Liability assumed under contract
- Punitive damages due to bodily injury to an employee employed in violation of law
- Bodily injury intentionally caused or aggravated by insured
- Longshore and Harbor Workers Compensation Act
- Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.
- Bodily injury to any person in work subject to the Federal Employers Liability Act
- Bodily injury to a master or member to the crew of any vessel
- Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act

Premium Summary

Named Insured: City of Idaho Falls
Effective Date: October 1, 2021

Coverage	Expiring Premium	Renewal Premium
Excess Workers Compensation	\$ 155,453	\$ 172,156
Broker Fee	\$ 59,000	\$ 59,000
Your insurance program, when written as proposed in this presentation, develops an estimated annual premium of	\$ 214,453	\$ 231,156

We did approach Midwest Insurance, but they were not competitive.

Active Assailant Coverage



Active Assailant: This type of policy does not have to involve a gun to trigger coverage. The assailant can be using a gun, vehicle, or explosive. Any instrument used to cause harm can trigger coverage.

Not Necessarily Excluded on Your General Liability Policy: Coverage for an active assailant event is not necessarily excluded from your general liability policy, but your general liability coverage is written to cover your “Legal Liability”. Even if you were legally liable, your general liability policy will not cover all of the damages associated with this event. Additionally, it can take a while for “Legal Liability” to be established. The additional coverage on an Active Assailant policy starts at day one after the event and **no** legal liability has to be established.

Additional Coverages include, but are not limited to:

- Property & Business Interruption
- Independent Negotiator Costs
- Public Relations
- Translator/Interpreter
- Psychiatric Care
- Funeral Costs
- Travel and Accommodation for Victim’s Family
- Legal Advice
- Salary of Employees who Assist in Negotiation
- Salary of Victim
- Personal Financial Loss
- Temporary Security
- Job Retraining Communication Equipment
- Rest and Rehabilitation
- Forensic Analysts
- Forensic Clean-up Costs

The policy is structured to cover events that happen at your place of business. However, you can structure the policy to include offsite events or events that might happen on a bus (schools) or at a jobsite. Coverage can also extend to cover incidents that occur near your place of business and impact your business.

Coverage is worldwide except for a few excluded areas.

Which industries are vulnerable to active assailant events? Any business location may be impacted by an active assailant incident. Particularly those locations where there are large gatherings of people and which have easy access in and out of the building such as hotels, retail locations, education institutions, places of worship, stadiums/arenas, airports, museums, theatres, nightclubs, and hospitals.

Deductibles apply to the policy.

Minimum premiums are as low as \$1,500.

Exclusions may include, but are not limited to:

- Biological/Chemical (Acid attack may be included in definition of a “Weapon”)
- Burglary
- Electronic Means (Drone attack could be included)
- Act of Contraband or Illegal Transport
- Road Rage



Memorandum

File #: 21-234

City Council Meeting

FROM: Josh Roos, City Treasurer
DATE: Wednesday, September 1, 2021
DEPARTMENT: Municipal Services

Subject

Treasurer's Report for July 2021

Council Action Desired

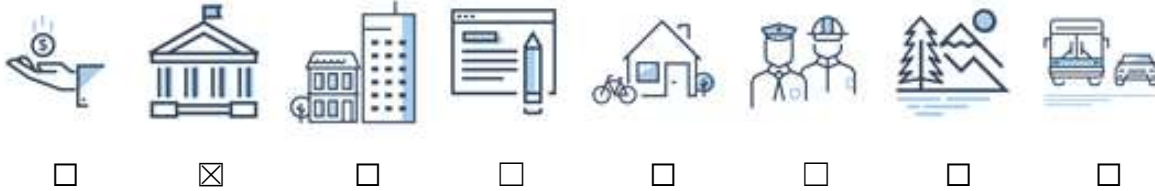
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the Treasurer's Report for the month-ending July 2021 or take other action deemed appropriate.

Description, Background Information & Purpose

A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending July 2021, cash and investments total \$150.5M. Total receipts received and reconciled to the general ledger were reported at \$26.3M, which includes revenues of \$25.1M and inter-departmental transfers of \$1.2M. Total distributions reconciled to the general ledger were reported at \$19.4M, which includes salary and benefits of \$5.8M, operating costs of \$12.4M and inter-departmental transfers of \$1.2M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$139.0M.

Alignment with City & Department Planning Objectives



The monthly Treasurer’s report supports the good governance community-oriented result by providing sound fiscal management and enable trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Not applicable.

Legal Review

Not applicable.

CITY OF IDAHO FALLS MONTHLY TREASURER'S REPORT
July, 2021

FUND	BEGINNING CASH & INVESTMENTS	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	ENDING BALANCE CASH & INVESTMENTS
GENERAL	\$15,940,814.44	\$11,993,071.98	\$4,952,590.82	\$22,981,295.60
STREET	\$5,346,420.33	\$2,117,566.90	\$534,141.23	\$6,929,846.00
RECREATION	(\$139,876.07)	\$357,124.82	\$162,420.85	\$54,827.90
LIBRARY	\$4,014,162.76	\$799,119.11	\$274,707.61	\$4,538,574.26
AIRPORT PFC FUND	\$264,528.07	\$91,131.56	\$2,052.03	\$353,607.60
MUNICIPAL EQUIP. REPLCMT.	\$5,685,633.52	\$307,527.25	\$44,105.20	\$5,949,055.57
EL. LT. WEATHERIZATION FD	\$3,570,703.62	\$16,165.53	\$59,290.89	\$3,527,578.26
BUSINESS IMPRV. DISTRICT	\$78,274.73	\$27,056.12	\$607.20	\$104,723.65
GOLF	(\$132,955.73)	\$366,905.22	\$293,825.14	(\$59,875.65)
SELF-INSURANCE FD.	\$3,158,396.24	\$217,887.18	\$58,288.74	\$3,317,994.68
HEALTH & ACCIDENT INSUR.	\$4,661,256.21	\$6,906.16	\$36,158.79	\$4,632,003.58
EMERGENCY MEDICAL SERVICES	(\$1,172,803.50)	\$628,890.11	\$505,263.11	(\$1,049,176.50)
WILDLAND	\$253,123.81	\$123,433.10	\$2,220.34	\$374,336.57
MUNICIPAL CAPITAL IMP.	\$2,592,246.09	\$263,663.61	\$161,665.65	\$2,694,244.05
STREET CAPITAL IMPROVEMENT	\$1,026,392.28	\$1,520.71	\$11,062.04	\$1,016,850.95
BRIDGE & ARTERIAL STREET	\$1,013,524.06	\$29,699.90	\$147,207.43	\$896,016.53
SURFACE DRAINAGE	\$246,315.92	\$5,172.76	\$1,910.75	\$249,577.93
TRAFFIC LIGHT CAPITAL IMPRV.	\$1,081,583.78	\$28,271.68	\$27,954.00	\$1,081,901.46
PARKS CAPITAL IMPROVEMENT	(\$64,282.22)	\$1,077.83	\$232,745.25	(\$295,949.64)
ZOO CAPITAL IMPROVEMENT	\$339,102.37	\$68,428.42	\$4,705.60	\$402,825.19
CIVIC AUDITORIUM CAPITAL IMP.	\$206,016.49	\$305.24	\$1,598.13	\$204,723.60
GOLF CAPITAL IMP.	\$335,785.33	\$27,829.29	\$2,604.79	\$361,009.83
POLICE CAPITAL IMPROVEMENT	(\$533,826.52)	\$0.00	\$702.00	(\$534,528.52)
AIRPORT	\$2,128,229.96	\$897,778.22	\$1,588,350.35	\$1,437,657.83
WATER	\$15,644,109.55	\$1,221,591.66	\$951,910.81	\$15,913,790.40
SANITATION	\$5,736,620.45	\$511,494.93	\$401,506.03	\$5,846,609.35
IDAHO FALLS POWER	\$43,630,143.89	\$4,986,955.40	\$7,642,114.49	\$40,974,984.80
FIBER	\$495,424.73	\$129,281.09	\$454,033.68	\$170,672.14
WASTEWATER	\$28,123,900.36	\$1,102,723.07	\$800,677.08	\$28,425,946.35
TOTAL ALL FUNDS	\$143,528,964.95	\$26,328,578.85	\$19,356,420.03	\$150,501,123.77

CITY OF IDAHO FALLS
INVESTMENT RECONCILIATION
Jul-21

	<u>BOND</u>	<u>AGENCY</u>	<u>TREASURY</u>	<u>CERTIFICATES</u>	<u>MONEY MARKET</u>	<u>CASH/EQUIVALENT</u>	<u>TOTAL</u>
LPL				\$259,565.00		\$0.53	\$259,565.53
LGIP					\$39,357,914.95		\$39,357,914.95
WELLS FARGO	\$49,216,506.20	\$15,216,263.81	\$10,101,516.04	\$0.00	\$0.00		\$74,534,286.05
DA DAVIDSON				\$516,145.00		\$12,500.81	\$528,645.81
WASHINGTON FEDERAL				\$260,515.49	\$5,001,856.04		\$5,262,371.53
LOOKOUT CU				\$272,293.41			\$272,293.41
KEY BANK	\$2,178,348.00	\$1,090,060.45	\$2,311,360.25			\$134,212.15	\$5,713,980.85
IDAHO CENTRAL				\$4,386,678.65			\$4,386,678.65
BANK OF IDAHO				\$6,627,988.39			\$6,627,988.39
BANK OF COMMERCE				\$2,060,591.87			\$2,060,591.87
	<u>\$51,394,854.20</u>	<u>\$16,306,324.26</u>	<u>\$12,412,876.29</u>	<u>\$14,383,777.81</u>	<u>\$44,359,770.99</u>	<u>\$146,713.49</u>	<u>\$139,004,317.04</u>

Memorandum

File #: 21-239

City Council Meeting

FROM: Kathy Hampton, City Clerk
DATE: Friday, September 3, 2021
DEPARTMENT: Municipal Services

Subject

Minutes from Council Meetings

Council Action Desired

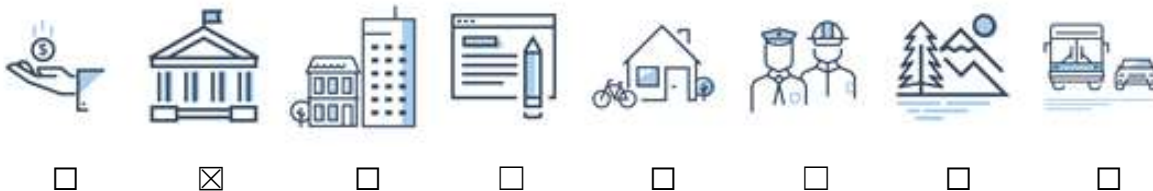
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the minutes as described below (or take other action deemed appropriate).

Description, Background Information & Purpose

August 23, 2021 City Council Budget Session/Work Session and August 26, 2021 City Council Meeting.

Alignment with City & Department Planning Objectives



The minutes support the Good Governance community-oriented result by providing assurance of regulatory and policy compliance to minimize and mitigate risk.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

N/A

August 23, 2021 Budget Session/Work Session – Unapproved

The City Council of the City of Idaho Falls met in Council Budget Session and Council Work Session, Monday, August 23, 2021, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 1:00 p.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman
Councilor John Radford
Councilor Thomas Hally
Councilor Jim Freeman
Councilor Jim Francis
Councilor Lisa Burtenshaw

Also present:

Pamela Alexander, Municipal Services Director
Mark Hagedorn, Controller
Josh Roos, Treasurer
Ryan Tew, Human Resources Director
Bryce Johnson, Police Chief
Duane Nelson, Fire Chief
Bill Squires, Police Captain
PJ Holm, Parks and Recreation Director
Kathy Muir, State and Federal Grant Manager with the State of Idaho Parks and Recreation Department
Michael Kirkham, Assistant City Attorney
Brad Cramer, Community Development Services Director
Lisa Farris, Grants Administrator
Chris Fredericksen, Public Works Director
Brian Cardon, Street Superintendent
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 1:05 p.m.

Mayor Casper stated the Coronavirus (COVID-19) numbers have increased to more than 20 cases per 10,000 individuals. She noted masks were required in the previous year per this number, however, Eastern Idaho Public Health (EIPH) has reiterated The Centers for Disease Control and Prevention (CDC) guidelines should be followed. Following brief discussion, it was determined future meetings in the Council Chambers will be arranged to allow social distancing.

Calendars, Announcements, Reports, and Updates:

August 23, City Council Work Session
August 24, Idaho Falls Bandits Parade and Rally
August 25, Bonneville Metropolitan Planning Organization (BMPO); and Idaho Falls Fire Department (IFFD) night out at the Chukars
August 26, Idaho Falls Police Department (IFPD) family BBQ; and City Council Meeting

August 23, 2021 Budget Session/Work Session – Unapproved

August 28, Dash for Downs Syndrome

Mayor Casper announced a number of events will be occurring in September. She also announced the Funland event held on August 21 was well attended including the attendance of individuals from other counties.

Liaison Reports and Councilmember Concerns:

Council President Dingman expressed her appreciation to all those involved with the Funland event. She indicated thousands of dollars were raised. She stated the Idaho Falls Regional Airport (IDA) air service is extremely busy, and construction at IDA should be finished in the near future.

Councilor Burtenshaw reiterated Council President Dingman's comments regarding IDA. She stated she participated with the governor's phone call which addressed the budget surplus.

Councilor Francis expressed his appreciation to all school teachers as they prepare for the upcoming school session.

Councilor Radford believes, per the Funland event, the diversity of the community was engaged. He is hopeful other community events will occur. He stated, per Utah Associated Municipal Power Systems (UAMPS), there may be a need for the state to address ransomware. He briefly reviewed UAMPS presentations including the recent gas pipeline and the data breach, and green hydrogen.

Councilor Freeman stated he and Councilor Radford recently attended a study along Elm Street. This study will assist with the traffic flow. Councilor Freeman also stated he recently had discussion with state legislators regarding the camera systems. He believes these legislators were very supportive.

Councilor Hally stated, regarding the hydrogen discussion, fusion energy was recently created. He believes this could create other energy experiments. He also stated the grand opening for Funland is anticipated for August 2022. He believes the future event center represents the quality of growth and visitors in Idaho Falls. He also believes, per COVID, masks should be worn indoors.

Per Councilor Freeman, Councilor Francis stated the opening of the splashpad may be delayed beyond Labor Day due to construction issues.

Budget Review and Discussion: Review of City/County estimates of forecasted revenues:

Director Alexander stated the county numbers were received on August 11. These numbers were lower than anticipated. Mr. Hagedorn reviewed 2021/22 Property Tax Calculation as follows:

	Estimated	Per County	Difference
3%	1,151,773	1,165,949	14,176
Growth & Annexation	1,445,985	708,996	(736,989)
Forgone	383,924	407,400	23,476
Total	2,981,682.46	2,282,345	(699,337)

Mr. Hagedorn stated conversations are occurring regarding this process and how to get these numbers sooner. Director Alexander clarified several questions have been submitted regarding the calculation.

2021/22 Property Valuation:

Valuation	2019	2020
Per City Permits	81,680,103	195,390,449
Per County	118,641,483	85,673,516
Difference	36,961,380	(109,716,933)

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Mr. Hagedorn stated data will need to be compared with the county assessor per discussion with the state and the decision of the state legislators to change the formula/process. He also stated value of new construction/properties is being questioned. Mr. Hagedorn indicated building permits are based on Certificates of Occupancy (COO), noting some of the COOs occurred in the previous years. Per Councilor Radford, Mr. Hagedorn stated the county numbers are locked. Mayor Casper questioned if the elected officials should have a role in the information being requested. Mr. Hagedorn believes the city permits may not be calculated on the same perimeters with the county. He stated clarification is needed from the assessor regarding two (2) large projects and which year these projects are applied. He indicated he is unsure of the remedy option, although he believes the remedy may be pushed out a year. He also indicated the remedy is a priority although he does not believe it will be resolved in a few weeks, and it must be resolved professionally. Mayor Casper stated a future increase may impact residents in future years. Mr. Hagedorn stated the whole issue with the legislators has many cities on edge. Mr. Hagedorn believes contingency, which is unexpected revenues that are not budgeted, can resolve this issue during the year although it would require re-allocation by the Council.

Mr. Hagedorn reviewed 2021/22 Budget Revisions:

General Fund

	Publication	Currently
Submitted budget		
Expenditures	54,257,004	53,558,052
Revenues	21,488,513	21,488,898
Net Budget	(32,768,491)	(32,069,154)
Tax Base	29,786,809	29,786,809
Growth & Annexation	1,445,985	708,996
3%	1,151,773	1,165,949
1% Forgone	383,924	407,400
Property Tax Revenue	32,768,491	32,069,154

Mr. Hagedorn stated expenditures were decreased due to the decrease in property taxes. He also stated not all requests were budgeted. Net change = (\$699,337), changes include unallocated revenues in the amount of \$685,634, transfer correction of \$4,000, snow removal adjustment of \$10,000, and miscellaneous revenue of (\$297), which creates a balanced budget. Mr. Hagedorn confirmed Director Fredericksen gave his approval for the snow removal adjustment.

Health insurance premium allocation:

Mayor Casper, stated per the Council approval at the August 9 Council Work Session,

- Total health insurance savings with Pacific Source - \$782,000 (year one)
- Capped health insurance increase with Pacific Source – Net savings over two years -\$16,000
- Savings are theoretical in nature
 - Changes based on employee insurance mixture
- Deposit in self-insurance fund
- Provide one-time disbursement to employees
- Create Employee Health Insurance Stabilization Fund
 - Use to offset costs of insurance increases AFTER year 2
 - Use to offset increased costs on other employee benefits
 - Use to establish a fund to maintain the HSA wellness benefit

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- Use to achieve the city/employee ratio of 85/15 (or other %)
- Use to find wellness benefits or cost of apps or new wellness technologies
- Pay for non-health insurance opportunities such as training premium pay, etc.
- Pay for general fund needs (Mr. Hagedorn stated approximately 60% would be allocated to the General Fund, the remaining would be for the Enterprise Fund)

Per Councilor Freeman, Mr. Hagedorn stated if the employees' portion remains the same, the health insurance costs would be 85/15 split for the employees. Councilor Hally prefers the excess funds be set aside for a future insurance increase. Director Tew stated the city is anticipating to go self-insured in two (2) years. Per Councilor Burtenshaw, Mr. Hagedorn stated the 3% changes each year. Councilor Radford believes the employees should receive a refund. Councilor Freeman indicated, per the stabilization fund option, not all employees could be with the city in future years. Mayor Casper noted employees did not pay into this fund. Discussion followed regarding the Health Savings Account (HSA) and Preferred Provider Organization (PPO) plans. Mr. Hagedorn noted insurance is designed for low cost and high cost to balance out in one (1) plan. Per Councilor Burtenshaw, Mr. Hagedorn stated money allocated for a stabilization fund could be segregated, money set aside for self-insurance goes to a specific fund. Councilor Burtenshaw prefers a one-time payout be given to employees with the vast majority allocated into a stabilization fund. Councilors Freeman and Francis agreed. Council President Dingman prefers the entire amount be allocated to a stabilization fund although she would be okay with a one-time disbursement to employees. Mr. Hagedorn reminded the council that the contract with Pacific Source indicates the costs will not increase more than \$782,000 in the next year, year 2 amount not-to-exceed is 7.9%, and the largest risk is year 3. Mayor Casper believes the insurance adjustments will increase in year 3. Mr. Hagedorn stated self-insurance is a different methodology. Discussion followed regarding the split of funds for the one-time distribution to employees and the stabilization fund, the increasing costs of health insurance, and on-going compensation for employees. Per Council President Dingman, Mr. Hagedorn believes any disbursement should occur next mid-year. Following additional discussion, the finance team will distribute a variety of allocation amounts to the Council for future discussion.

Public safety forgone package content:

Mayor Casper noted the public safety package includes IFPD and IFFD items including on-going and one-time expenses. She also noted the approximate \$400,000 from the 1% forgone will come into the General Fund in future years. Councilor Francis stated Chief Johnson intends to cover a portion of the Community Oriented Policing Services (COPS) grant with unfilled vacancies. He believes dispatch personnel are the greatest need for personnel. Per Councilor Francis, Mr. Hagedorn stated some IFFD items are anticipated to be covered by American Rescue Plan Act (ARPA) funds. Chief Nelson stated he supports the proposed fire items. Director Alexander noted the funding from one-time costs could go back into a public safety package. Mayor Casper noted the forgone must be designated in the first year and could be used for other funding sources in future years although she recommended this funding remain as public safety items. Chief Johnson clarified the COPS grant officers are not just patrol officers, there are specific tasks that must be performed, and they will be assigned to geographical areas for community policing. Councilor Radford prefers a permanent override levy, which would require a majority vote by the public, to pay for police officers. Chief Johnson stated that would need to be a multi-year plan. Councilor Francis prefers the range improvements be moved to future years and the one-time cost of \$30,000 be allocated to a dispatcher. Chief Nelson stated he would also be willing to move the one-time cost of Station 3 doors of \$34,000 to a dispatcher. Brief discussion followed regarding future dispatch discussion.

Presentation of balanced budget:

2021/22 Proposed Budget:

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	Revenue	Expenditure
General Fund	\$ 53,558,052	\$ 53,558,052
Governmental Funds	32,046,914	57,115,053
Capital Improvement Funds	34,713,838	35,420,000
Enterprise Funds	114,095,237	148,768,633
	<hr/>	<hr/>
Total Budget	\$ 234,414,041	\$ 294,861,738

Mr. Hagedorn stated a government budget is revenue, budgetary authority/capacity, and cash balance which equals expenditures.

Follow-up discussion will include insurance, property taxes, and the IFPD/IDA sergeant.

Recommendation for External Auditor:

Director Alexander stated a Request for Proposals (RFP) was sent out for a new auditor. She indicated four (4) proposals were received following the RFP. The evaluation was based on six (6) criteria, and the panel consisted of five (5) members. Director Alexander stated the recommendation from the panel is to move to Eide Bailly. This total proposal amounts to \$97,000. Director Alexander noted the average score for Eide Bailly was 90%. Councilor Radford believes the RFP process was effective. He also noted there will be savings with this auditor. Mr. Hagedorn noted there are offices across the state. He indicated auditors should change every 3-5 years. This item will be included on the August 26 City Council Meeting.

Update and Discussion: Land and Water Conservation Fund (LWCF):

Mayor Casper noted this discussion is only focused on the LWCF as related to defining the program, identifying where the city is out of compliance, identifying what it means to be out of compliance, understanding terminology, and understanding what it takes to get into compliance. Director Holm stated Ms. Muir issues any grant through the State Parks and Recreation (P&R) Department, including LWCF. He also stated the first grant was approved in 1965, the city first applied in 1967 to begin construction of Freeman Park, and the last project with LWCF was in 1988 for the eastside river bank project across from Civitan Park. Director Holm stated the city became out of compliance in 1996 and has been out of compliance since that time. He also stated it has become a high priority to get back into compliance. Director Holm reviewed properties out of compliance:

Esquire Park, funding used for park development in 1983=\$26,000. Non-compliance includes encroachment across the property line in 1996. Conversion amount is .183 acres @\$20,000=\$3,660. Conversion requirement is development of a property for active recreation worth \$3,660.

Dora Erickson, funding used for park development in 1973=\$68,858. Conversion amount is 3.618 acres @\$20,000=\$72,360. Conversion requirement is development of a property for active recreation worth \$72,360. South Capital Park, funding used for land acquisition in 1974=\$107,521 from LWCF and park development in 1978=\$124,260 from LWCF. Director Holm presented the site layout plan for proposed project stating the conversion area is .29 acres (12,632 sq ft) with conversion amount @\$3.80/sq ft=\$48,001. Conversion requirement is to acquire new property for passive recreation worth approximately \$50,000. The area of impact could be enlarged or reduced pending the construction project as a whole.

Per Councilor Burtenshaw, Director Holm clarified the appraised dollar amount must go into the property value. He stated approximately \$130,000 of property must be purchased and developed into outdoor recreation. Per Councilor Radford, Mr. Kirkham stated there is a commitment with the school district regarding Dora Erickson which would mitigate the \$130,000. Mr. Fife stated there is a contract with the school district that compensates

the city. Director Holm noted a 5-year extension was signed with the school district in the previous two (2) years. Councilor Burtenshaw noted, per her school board experience, the money is available.

Ms. Muir presented overall training. She noted every situation is different and all details must be looked at. She also stated the manual refers to the Conversions of Use – a commitment to keeping the site in outdoor recreation in perpetuity. Any violation requires a replacement of land of fair market value and recreation utility. The law is intended to protect the federal investment for future generations. Ms. Muir reviewed documents in the manual that are required for conversion – the first step is consultation with the State LWCF manager, and the state must also consult with the National Parks Service (NPS) to agree on the footprint for a conversion piece and the replacement property. Challenges include: fair market value (Yellowbook appraisals are highest and best use of the property as if nothing is there); replacement property (reasonable equivalent usefulness and location as that being converted); viable (replacement property must be viable recreation area); Environmental Assessment (EA) (an EA is required as part of the conversion proposal, however, NPS does not have a standard format); appraisals (appraisals and appraisal reviews are required for both the converted parcel and replacement property, and appraised at local level with licensed appraisers). Ms. Muir reviewed the attachments checklist emphasizing the first step is NPS concurrence with the existing LWCF boundary and NPS concurrence that the proposed replacement property meets the LWCF requirements. She reiterated the EA which includes Section 106 (historic preservation) and Section 7 (Endangered Species Act). Ms. Muir presented an example of a conversion in Boise, emphasizing the importance of the footprint. She noted a clear footprint of the converted property is necessary for NPS to evaluate if it covers the entire area that is out of compliance, a clear footprint of the replacement property is necessary for NPS to evaluate if it is eligible within the program rules, even if the converted piece is a small parcel, the replacement site must encompass the whole recreation area and be a viable, standalone park site, and if the property is undeveloped, the sponsor must have a plan to develop recreation resources within three (3) years of the conversion approval. She reiterated, per the manual, the replacement property must be developed within three (3) years of the signed conversion, there is a specific EA format, a checklist must be completed, and there is a requirement that the EA document is out for public review for at least 30 days and any public comment must be included in the EA submitted to the NPS. Per Councilor Burtenshaw, Ms. Muir stated the public comment is for the entire conversion as the process is explained in the document. Ms. Muir explained the Section 106 process, the appraisal standards, and the State Comprehensive Outdoor Recreation Plan (SCORP). Director Holm noted the SCORP was last updated for Idaho in 2018. Ms. Muir reviewed the timeline for consultation (local/state/NPS, this could be lengthy), submittal (state to NPS, could take years, Director Holm stated the city is eligible to write LWCF grants once the submittal is submitted), and waiting. Per Councilor Francis, Ms. Muir stated there is no difference between mitigation and conversion. Also per Councilor Francis, Ms. Muir stated one piece of property could be submitted to clean up several conversion issues or this could be submitted individually. Mr. Kirkham stated the replacement property must be large enough as a valid recreational site. Per Councilor Francis, Ms. Muir confirmed purchased property can be used for Dora Erickson and Esquires Acres or current property can be used if developed per the requirement. Discussion followed regarding other projects in Boise and California, and possible litigation. Councilor Freeman expressed his concern that the steps have not been taken. Mr. Kirkham stated once something is submitted to the NPS it may not get a rubber stamp, but it also doesn't mean the conversion is complete as the process for compliance may take years. He indicated the city is making efforts to get into compliance with the NPS. Per Councilor Radford, Ms. Muir believes a year is optimistic. Per Mayor Casper, Ms. Muir stated the process and steps for mitigation/conversion is the same whether before or after the fact. Per Councilor Radford, Ms. Muir stated the track and football field at Compass Academy (across from Dora Erickson) are under LWCF protection as that was part of the original project at that site. She also stated an already established recreation site cannot be used as replacement property, NPS wants something new. Per Councilor Freeman, Ms. Muir stated if a property is not approved the process would have to start over with a new piece of property. Mayor Casper stated the LWCF, at a 50/50 cost share, was developed by Congress to set aside

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land for recreation activities. She also stated being out of compliance means a consequence has occurred, although there is a difficult process to get back into compliance. She believes compliance will occur, which has been unsuccessful in the previous 25 years, although projects can still move forward with the city.

Americans with Disabilities Act (ADA) Transition:

Ms. Farris stated this process began in 2012. She also stated three (3) elements are required in the ADA Transition Plan and one (1) element that included assessments of all programs facilities was missing. A mini task force was then formed to improve the ADA transition plan development. Improvements included updates to the City's website, and explanation of ADA responsibilities to the public. Ms. Farris noted an update was provided in August 2018, and three (3) documents required updates. These three (3) documents have been reviewed by legal staff and will require Mayor and Council review. Ms. Farris reviewed 2004-2021 Council-approved ADA budget and projects stating from 2004-2021, \$2.5M was allocated to ADA projects. She also reviewed previous years' assessments and updates for the east side of Park Avenue/E Street, Skyline Activity Center, the Ice Arena, and the zoo. She briefly reviewed previous completed projects. She noted funds are available with a graphic artist for a 32-page annual report. Per Councilor Radford, Ms. Farris stated some funds were allocated from the city as well as Community Development Block Grant (CDBG) and Public Works. Discussion followed including snow removal from sidewalks. Mayor Casper indicated money for building replacement was allocated in 2016 although this money has been applied to ADA compliance since that time. Per Mayor Casper, Mr. Fife believes ADA issues are perpetual. He also believes more ADA regulations are anticipated. Also per Mayor Casper, Mr. Fife does not believe the city will be punished for lack of ADA as he indicated the city has been used as an example for the efforts made. Discussion followed regarding other ADA needs and challenges within the community. Ms. Farris reiterated the council will need to review the document, it will then be presented to the ADA advisory board, followed by council approval by resolution at a future City Council Meeting. Per Mayor Casper, Ms. Farris stated discussion has occurred with Public Works and the Space Utilization Committee. Per Councilor Radford, Ms. Farris stated an elevator for City Hall has been identified.

Snow Removal Recap:

Mayor Casper believes previous changes in the snow removal process has been a smart, rational decision. Director Fredericksen noted any snow removal policy changes will be reviewed prior to being mailed in the utility billings. He also noted snow removal parking enforcement is effective November 15 through March 15. Director Fredericksen reviewed the history of snow removal stating the city implemented new snow removal procedures in 2016-2017, and city staff met with and discussed snow removal with the public. He also reviewed other snow removal procedures (from similar-sized cities), staff utilization changes, equipment usage and future purchases, and use of contractors. He stated comments from public meetings included effectiveness/efficiency/frequency, ice buildup in residential areas, driveway approach snow removal (important service, the cost expenditure deemed beneficial), and public notification. Director Fredericksen stated the procedure of plowing snow to the center of the road followed by picking up and hauling is expensive and time-consuming. This cost is approximately 5:1 versus plowing snow to the side of the road. Director Fredericksen stated Public Works no longer wants to allow sidewalks built next to the curb line, the snow should be moved to a landscaped strip next to sidewalks. He reviewed the process that led to the creation of the Snow and Ice Control Policy and Procedure Manual. This included prioritizing of all streets: Priority One – arterial and collector; Priority Two – minor collector streets and special needs (schools, care centers and emergency response facilities); and Priority Three – residential and minor streets. Staff also worked to maximize utilization of city employees and city equipment, minimize haul, and update Snow Removal Parking Restrictions and Sidewalk Snow Removal (Title 9, Chapter 5 and Title 8, Chapter 10). Director Fredericksen noted sidewalk snow removal complaints are referred to Code Enforcement. He then presented video demonstrations of a snow wing and a snow grader with a gate that can be raised and lowered.

Per Councilor Francis, Mr. Cardon stated all city graders are equipped with a gate. He also stated the city currently has two (2) snow wings with a budget request for an additional snow wing. Director Fredericksen noted he is not aware of any contractors that have the gated equipment. Director Fredericksen stated all snow removal information is located on the city's website. He recognized Zone A as the most problematic area for plowing due to the narrow streets. He reviewed several methods of public notification, indicating weekends are avoided if possible, streets are plowed depending on even/odd day of the month, and towing (towed onto adjacent street). He also reviewed towing and ticketing for the previous six (6) years. He noted 74% of tickets are paid, however, the cost to the city is approximately \$41,000. Mayor Casper believes these are public safety costs. Per Councilor Freeman, Mr. Cardon stated towing costs may have to be adjusted. He also stated notification information was included with any towing tickets. Director Fredericksen reviewed snow removal costs for the previous five (5) years. He believes the cost has reduced due to the equipment purchases, and the speed of snow removal has increased. He noted bids are received each year for outside contractors. Pending actions include: coordinate removal areas with the county; update Snow and Ice Control Policies and Procedures Manual; city-wide and Zone A mailing (including messaging in Spanish); changing texting service; and new snow removal budget establishment in the Street Fund. Discussion followed regarding use of salt, use of additional non-sworn staff for ticket writing, public notification prior to plowing, build-up of snow along the parking areas, the decision to plow, and the use of the National Weather Service.

License Appeal Hearing:

Mayor Casper opened the hearing for Ms. Toshianna Black and ordered all items presented be entered into the record. Mayor Casper stated the application from Ms. Black was for a Private Patrol Person license. She requested the appellant. Ms. Black was not present. Per Councilor Francis, Mr. Fife confirmed the applicant must be present. Mayor Casper stated the appellant was notified of the time and date of the appeal hearing, and a follow-up phone call was attempted. Mayor Casper closed the hearing. It was moved by Councilor Francis, seconded by Councilor Freeman, that Council deny the appeal on the basis that the applicant failed to appear to make the case. Per Councilor Burtenshaw, Mr. Fife believes the appeal is denied if the applicant fails to appear. Discussion followed regarding the denials of licensing. Mr. Fife clarified an automatic denial is not specifically identified in City Code although this is standard practice. He also stated Captain Squires could present the facts, followed by any questions as the hearing could be denied based on the facts and not the absence. Mayor Casper re-opened the hearing and requested information by Captain Squires. Captain Squires stated the denial is based on City Code 4-6-5(C): Has been convicted of a felony or of any crime or offense involving violence or moral turpitude, or of any offense concerning the sale or transportation of intoxicating or alcoholic liquor. He also stated there were convictions for disorderly conduct and a domestic violence conviction that also involved malicious mischief. He noted these convictions occurred a number of years ago, however, there is a pending assault charge in 2020. He also noted the charges were all misdemeanors, not felonies. Per Councilor Freeman, Captain Squires read the definition of a Private Patrol Person license. Seeing Ms. Black was still not present, Mayor Casper re-closed the hearing. It was then moved by Councilor Freeman, seconded by Council President Dingman, to uphold the denial of the license from the facts despite the fact the appellant did not appear. Roll call as follows: Aye – Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

There being no further business, the meeting adjourned at 6:25 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



City Council Meeting

Minutes - Draft

680 Park Avenue
Idaho Falls, ID 83402

Thursday, August 26, 2021

7:30 PM

City Council Chambers

1. Call to Order.

Present: Mayor Rebecca L Noah Casper, Council President Michelle Ziel-Dingman, Councilor John Radford, Councilor Thomas Hally, Councilor Jim Freeman, Councilor Jim Francis, and Councilor Lisa Burtenshaw

Also present:

All available Department Directors

Randy Fife, City Attorney

Kathy Hampton, City Clerk

2. Pledge of Allegiance.

Mayor Casper lead those present in the Pledge of Allegiance.

3. Public Comment.

Mayor Casper requested any public comment not related to items currently listed on the agenda or not related to a pending matter.

Melanie Edwards, Idaho Falls resident and volunteer at Tautphaus Park Zoo, appeared. Ms. Edwards stated she opposes the site selection of the new water tower. After attending the August 23, 2021 Council Work Session, she indicated she stopped by South Capital Park and noticed four (4) things, the playground provides a place for active recreations, there is art group painting, there are no signs for reassignment of land, and there is no restrictive view of children which would be a serious safety concern because it is close to the Snake River. Ms. Edwards believes the people in charge will convince themselves that every I will be dotted and T crossed but clearly, it isn't. She also believes that taking this park should not be considered if there are alternative sites that are feasible for infrastructure. Ms. Edwards understands that cities and people are important, and parks are a tourist draw that create an economic benefit, which is important. She believes this park and its views are part of a great history that will be stopping because of misguided decisions. Ms. Edwards stated she enjoyed a park growing up in a low-income district in London that was founded in 1893 and protected through all the changes in government since. She was determined to study hard and received her Bachelor's Degree and her Physical Therapy Doctorate. She stated that parks lead to dreams to be put into action. Ms. Edwards indicated South Capital Park connects the area to nature and the river. She believes the city center and the Snake River is the life blood of the city. She noted she is involved in an event at the park for disabled children that is called Dream Night. Ms. Edwards requested the Council go back and put site selection on the agenda and revisit the goal. She added there is no rush to get this done in a hurry and requested that all sides be listened to.

Mayor Casper clarified the water tower will not displace the playground equipment at South Capital Park.

Gary Rose, Idaho Falls resident, appeared. Mr. Rose stated he moved to Idaho Falls in 1967 and was a career firefighter with the city. He also stated he saw the inception of the greenbelt, including naysayers, although over the

years it has become a gem of the city. Mr. Rose believes South Capital Park is an important part of greenbelt, the green space and the big mature trees are enjoyed, it is enjoyed by citizens and tourists, is next to a neighborhood that needs to have a park, and there are events and picnics held at the park. Mr. Rose shared a recent example of an event for First Responders that was well attended. He realizes it's Council's decision whether to locate the water tower in that area with the associated fences and buildings, or should other sites be looked at that wouldn't have as great of an effect on the greenbelt and the community. Mr. Rose urged the Council to keep the greenbelt green and look at another location for the water tower. He believes that is the right thing to do.

Joann Rose, Idaho Falls resident, appeared. Ms. Rose stated she is against placing the water tower in South Capital Park. She also stated she and her husband moved from Boise with two (2) small children and consider Idaho Falls her hometown. She has proudly supported and delighted in the progression of the greenbelt and the Idaho Falls' parks system. She believes the greenbelt is the gem of the city to tourist and citizens and South Capital Park is part of that gem. She also believes that to even consider putting a utility structure in the heart of that park is beyond her understanding. Ms. Rose stated there were six (6) original sites considered, and three (3) sites were disregarded. She believes South Capital Park should have been discarded per the contract with the Land and Water Conservation Fund (LWCF) and the National Park Service (NPS). She indicated the other sites were parking lots consisting of gravel and asphalt and not highly used for parking. She believes, despite claims, that inadequate communication was done to seek citizen input from the general population beyond the downtown. She stated she is amazed how people know nothing or very little about this issue and understands there isn't as much newspaper, TV, and social media coverage of things, but all these areas need to be flooded to get the news out. Ms. Rose urged the Council to discuss the site selection regardless of having already forged ahead with engineering plans without going through the NPS conversion process first. She stated the right thing is not always easy and not cheap.

Stephanie Rose, Idaho Falls resident, appeared. Ms. Rose stated a few years ago she took part in a national park program like the LWCF when she did a historic preservation project on 4th Street that was called the Historic Preservation Tax Credit Program. This program informs those that invest in historic preservation properties and gives them the ability to rehab the property while providing incentives to preserve the community's special places. Ms. Rose noted some of these proceeds were used for the Bonneville Hotel. She stated these programs involve substantial investment of the applicant in their overseeing of the site, and the programs have several similarities. She also stated that they preserve unique resources, there is a detailed application and approval process, and there are strict requirements for the period after the funds have been granted and the project is complete--they just don't hand you the money and turn you lose. Ms. Rose stated in the case of LWCF the park funds are to be cared for except in instances where it is necessary for the land or the portion of it to be converted to a use other than the park plans. She also stated the historic preservation tax funds requires that the property remain depreciable for a minimum of five (5) years. She believes these types of requirements ensure the quality of work that is done, historic integrity is maintained, and people aren't using federal dollars to flip houses and make money. The LWCF ensures that applicants are using funds for preserving natural places and developing park lands for the perpetual enjoyment of communities. Ms. Rose stated the stringent guideline came about because of program abuse and both programs have been at risk because of the abuse. The NPS publication through these programs are detailed, well written and easy to follow, are clear about the requirements and expectations, and the programs provide liaisons who are available early in the pre-process phase before application is made. Ms. Rose indicated that Kathy Muir was surprised that the city was progressing out of order when told that appraisals had been initiated when an application had not been submitted. Ms. Muir explained to Ms. Rose that the early involvement process was to save applicants wasted money. Ms. Rose stated the process that was described was very familiar because it was similar to what she had gone through with the tax credit process. She also stated that in both cases they consult first with a liaison from

the state that helps them know if the project is workable and qualifies for the program or conversion of the LWCF. Ms. Rose understands how over-worked and under-staffed federal agencies are, but there was an agreement made and they were expected to follow it. Ms. Rose stated she asked Ms. Muir about the requirements for a conversion process, and Ms. Muir stated that NPS doesn't deny the conversion if the applicant has appropriate replacement property. Ms. Rose also stated that just because something is unlikely to be enforced it doesn't mean the city should shirk its responsibility, and it's time to take a look again and honor the LWCF.

4. Consent Agenda.

A. Idaho Falls Power

- 1) Idaho Falls Power Board Meeting Minutes - June 2021, July 2021, August 2021
June 24, 2021 Idaho Falls Power Board Meeting Minutes; June 24, 2021 Idaho Falls Power Special Meeting Minutes; July 8, 2021 Idaho Falls Power Special Board Meeting Minutes; and August 11, 2021 Idaho Falls Power Special Board Meeting Minutes.

B. Municipal Services

- 1) Treasurer's Report for June 2021
A monthly Treasurer's report is required pursuant to Resolution 2018-06 for City Council review and approval. For the month-ending June 2021, total cash, and investments total \$143.5M. Total receipts received and reconciled to the general ledger were reported at \$16.9M, which includes revenues of \$14.8M and inter-departmental transfers of \$2.1M. Total distributions reconciled to the general ledger were reported at \$24.2M, which includes salary and benefits of \$5.7M, operating costs of \$16.4M and inter-departmental transfers of \$2.1M. As reported in the attached investment report, the total investments reconciled to the general fund were reported at \$136.2M.
- 2) Minutes from Council Meetings
August 9, 2021 City Council Work Session; August 12, 2021 City Council Meeting; and August 20, 2021 Idaho Falls Police Department Organization.
- 3) License Applications, all carrying the required approvals

Recommended Action:

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to approve all items on the Consent Agenda according to the recommendations presented. The motion carried by the following vote: Aye - Councilors Hally, Radford, Francis, Dingman, Burtenshaw, Freeman. Nay - none.

5. Regular Agenda.

A. Idaho Falls Power

- 1) IF21-34 Conduit Fiber Agreement with B. Jackson Construction

Idaho Falls Power solicited bids from qualified contractors to provide conduit for buried electrical conductor replacement and fiber optic cable installation over the next three years or until the fiber expansion project is complete. B. Jackson Construction was the only responsive, responsible bidder. Based on the quantities installed in the first two years of the Conduit/Fiber project and the per unit bid prices, the value is estimated to be \$2,464,668.95, plus a twenty percent (20%) contingency of \$492,933.79 for a total authorization of \$2,957,602.74 per year. The 20 percent (20%) contingency is felt to be adequate if we are able to accelerate the construction schedule.

Idaho Falls Power (IFP) Director Bear Prairie appeared. He stated this project is different construction than the fiber in homes. He also stated IFP is happy with the price and the quality of work. Per Councilor Freeman, Director Prairie stated this contract should carry IFP through the final 2-3 years of construction. Councilor Radford expressed his appreciation to IFP for their commitment to get the work done efficiently. He noted IFP is quickly becoming the largest fiber provider in the State.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve this bid award to B. Jackson Construction of West Jordan, Utah for the unit prices shown as bid, for an estimated total of \$2,464,668.95, plus a twenty percent (20%) contingency of \$492,933.79 for a total authorization of \$2,957,602.74 per year and give authorization for the Mayor and City Clerk to execute the necessary documents. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

B. Municipal Services

1) Adoption of 2021/22 Fees, Including New Fees and Fee Increases

The Public Hearing for the 2021/22 fees took place on Thursday, August 12, 2021, pursuant to Idaho Code §50-1002.

Municipal Services Director Pamela Alexander appeared. She stated fees were advertised as required.

Councilor Radford stated he will be voting no on the fee resolution based on the proposed Idaho Falls Regional Airport's (IDA) ground transportation fees. He believes it's not a fair practice to charge taxi cabs and not charge Uber drivers as this chooses a winner and a loser. He also believes the Uber should be charged as well, but State Law does not permit it, therefore, this doesn't allow them to be equal. Councilor Burtenshaw questioned the procedure of discussing this item. Mr. Fife clarified the Council can choose to eliminate a fee that may not be fair for the service. Councilor Francis believes the taxis would get primary space at the airport curb, which is not allowed for Uber and Lyft. Councilor Hally stated IDA has developed into a big airport and is top in the northwest for occupancy. He noted other airports this size charge fees for taxi cabs as there is a cost associated with airports growing and getting more fire protection, police, construction, staff, etc. He stated he is in favor of this increase because it is the business thing to do. Council President Dingman agreed with Councilor Francis that taxi cabs get primary space. She believes the fee is being underestimated as compared to

other airports across the country. She indicated taxis are a for-profit business that are utilizing the property to make a profit, they are not investing in infrastructure, and without roads, lights, and infrastructure they wouldn't have a place to do business, which is the primary motivator for this fee. Councilor Radford questioned the hotel/motel courtesy vehicle. Mr. Fife stated the ordinance defines the exemptions. He also stated the fees must have a clear connection within the authorized uses that those fees support. Councilor Radford questioned the higher fee for a passenger bus. Council President Dingman indicated buses take more space as compared to a taxi, and the majority of the buses are not small. She also indicated a study was performed of all the airports in the western United States for an average of fees. Councilor Radford stated he has a hard time supporting one group over another. Council President Dingman believes equity was part of the motivation, and all other users at the facility, such as car rentals, also pay fees. She indicated IDA Director Rick Cloutier confirmed buses cause more impact to the property which is why their fee is different. She stated the fee is based on national standards, right-sizing, and impact fees to anyone that is impacting the airport. She also stated the Council has the choice to either charge fees properly and appropriately based on use, or say that one user can't legally be charged so don't charge anyone. She doesn't believe that sounds reasonable. Councilor Burtenshaw stated she recently flew in and out of IDA and indicated it is significantly busier with the added flights. She also stated she is in favor of the fee, particularly if this money is used for infrastructure. Mayor Casper stated the only other alternative to charging fees for use is to increase other user fees or have city taxpayers take care of IDA. She noted the city has worked to make IDA as independent as possible from the taxpayers. Per Mayor Casper, Councilor Radford stated he did not see the entire fee schedule until recently. Councilor Francis noted discussion has occurred regarding re-doing the lanes for taxis.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to adopt the 2021/22 Fee Resolution. The motion carried by the following vote: Aye - Councilors Freeman, Francis, Hally, Burtenshaw, Dingman. Nay - Councilor Radford.

Mayor Casper noted all fees are included in a single document.

RESOLUTION NO. 2021-25

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

2) Adoption of a 1% Levy of Forgone for Fiscal Year 2021/22

The Public Hearing for the 2021/22 forgone levy took place on Thursday, August 12, 2021, pursuant to Idaho Code §63-802(1)(e).

Director Alexander appeared. She noted a correction in the resolution which did not remove the fire dispatch software per discussion at the August 23 Work Session. Mayor Casper noted that public hearings were held for agenda items 1, 2, and 3 and there were no public comments in any of the hearings. Per Councilor Freeman, Director Alexander stated the total

amount of the forgone resolution is \$407,400.00. Councilor Hally explained the forgone stating the amount of forgone that is available for the city was over \$6M. He also explained the State limited the amount of forgone to 1%. Councilor Burtenshaw clarified the fire department dispatch software was removed because it would exceed the total safety package of the \$407,000.00. She also clarified range improvements and the Fire Station 3 bay doors were allocated to the dispatcher.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to adopt the 1% levy of the 2021/22 foregone in the amount of \$407,400.00. The motion carried by the following vote: Aye - Councilors Dingman, Radford, Francis, Burtenshaw, Hally, Freeman. Nay - none.

RESOLUTION NO. 2021-26

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CERTIFYING THE LEVY OF ONE PERCENT (1%) OF THE CITY'S FORGONE BALANCE, IN THE AMOUNT OF FOUR HUNDRED SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$407,400.00), TO BE INCLUDED IN THE CITY 2021-2022 BUDGET FOR THE SPECIFIC PURPOSE OF FUNDING THE MAINTENANCE AND OPERATION NEEDS OF THE CITY'S POLICE AND FIRE DEPARTMENTS, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

3) Adoption of 2021/22 Fiscal Year Budget Ordinance

The public hearing for the 2021/22 fiscal year budget took place on Thursday, August 12, 2021 pursuant to Idaho Code §50-1002.

Director Alexander appeared. She stated the total 2021/22 Budget Ordinance is not-to-exceed \$294,891,737 which includes total property tax revenue of \$40.6M which includes new growth and annexation, 3% statutory property tax levy with a whole value dollar of \$1.1M, 1% forgone specifically for a public safety package with a whole dollar amount of \$407,400, and \$2M for prioritized budget requests which benefits city employees, public safety, and Parks and Recreation (P&R). She explained the public safety forgone package with on-going costs totaling \$162,721, one-time costs for the Police Department totaling \$120,750, and one-time costs for the Fire Department totaling \$123,929. Per Mayor Casper, Controller Mark Hagedorn stated the forgone has different rules than the 3% that is received from the county.

Councilor Freeman stated the city has grown and he is supportive of the budget. He expressed his appreciation to the finance team who has worked on the budget for months. Councilor Radford also expressed his appreciation to the finance team, staff, and directors. He stated he will be voting no on the budget although he doesn't want that vote to reflect the effort that has been put in by staff and Councilmembers. He explained there are some large issues that he cannot support which are similar to last year's budget including the Law Enforcement Complex (LEC). He believes the LEC is being funded in an expensive way and it depletes the city's General Fund at \$2M per year that could have paid for more police officers. He believes a bond would have been approved which would have created new revenue but instead \$30M is being borrowed which is the largest sum ever paid for a public building in Idaho Falls, with no voter

support and no funding source. Councilor Radford also stated he cannot support the budget that includes over \$4M for a water tower to be placed on federally purchased public land on green space that belonged to citizens and the city will be breaking a promise that the land would be left in perpetuity on the river. Councilor Radford understands the concerns about parking and the decision that was made to the downtown residents, however he indicated there was a promise to keep that property green space. He believes there is an option of not needing the water tower and use electric pressure which would cost \$1M less than the water tower. He noted the concern for the process that a generator might take up to 1.5 minute to turn on which may create a boil order if the pressure falls below an acceptable level. He indicated some of the world's best battery researchers are at the Idaho National Laboratory (INL) and there is a group of electrical engineers at IFP and he believes they could excel on that route without getting rid of a park. Councilor Radford stated he is also opposing the budget because there is a need to expand many departments and a \$2M payment for the next 20 years will make it very difficult. He also stated there is a need for infrastructure improvements, and there is a need for more support to maintain a sustainable strong community and expand the chances for revenue. He believes there are not enough options. Councilor Francis stated he is in favor of the budget. He noted work on the budget began in April. He also stated the LEC was needed in 2005 and it has been long delayed, the city is making it affordable, and the city got tremendous rates (basically 0%). He indicated waiting for a bond would have taken another 6-12 months and that would have delayed the entire project. He believes this is the opportunity to establish community policing in the station as well as other needs. Councilor Francis stated the water tower issue is still under discussion. He also stated the water tower is a rate payer item (Enterprise Fund), not a General Fund cost. He noted Public Works has been planning for the water tower and it is not an impact on this year's General Fund. Councilor Hally stated there is a lot of give and take on the budget and there isn't one (1) member of the council that is completely happy with every item. He believes that inflation will hit in 1.5 years and the length of a bond for the LEC would probably be \$10-15M more than what is already being paid. He noted the bond would be on top of the budget and not within the budget. He indicated redevelopment districts that will be ending will add over \$1M to the budget and that will be revenue. Councilor Hally stated the city is growing and the Council decided they can maintain the LEC within the budget. Council President Dingman stated she is in favor of the budget. She reiterated the amount of time the Council spent on the budget totaling over 100 hours since April. She believes the budget is a strong representation of the support for first responders. She stated there was a time when the directors were not coming forward with maintenance items such as staff, facilities, equipment, training and now the city is playing catch up which is difficult to do. She also believes the Council did a good job with the LEC balancing the desperate need for the facility as well as a commonsense evaluation of the bond. She noted the interest rate received is a phenomenal result of hard work from staff. She believes the correct decision was made. Council President Dingman stated the budget was looked at as a whole and not all will agree with every single item. Councilor Burtenshaw believes this budget reflects the Council honoring the commitments and obligations to the community. She also believes the LEC is a legal obligation which the Council must pay. She noted the public is also matching funds on some items. Councilor Burtenshaw is pleased the budget shows strong support for public safety, and she will be voting yes. Councilor Freeman stated the Council is required by State Statute to have a balanced budget, each year there are

budget restraints, and the State Legislature takes away more each year. Mayor Casper stated, referencing the water tower, it would be possible to create a pressurized system, however, there have been instances when a power outage has resulted in the city coming close to having a boil order. She noted generators made the difference. She urged all individuals to remember that water is life and access to clean water is an important element of public safety. Mayor Casper stated the city has gone through a fairly extensive project with IFP being able to operate off the grid. She indicated this is opening doors for other individuals to have the security of being independent, the water tower gives the city that security, and gravity is not taken away by a natural disaster. Mayor Casper stated she is pleased with the consensus of the Council when it comes to serving the community well.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to adopt the 2021/22 fiscal year budget in the amount of \$294,891,737 and approve the attached appropriations ordinance, appropriating monies to and among the various funds, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. The motion carried by the following vote: Aye - Councilors Freeman, Burtenshaw, Francis, Dingman, Hally. Nay - Councilor Radford.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3408

THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, FOR THE PERIOD COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, APPROPRIATING AND APPORTIONING THE MONIES OF SAID CITY TO AND AMONG THE SEVERAL FUNDS OF SAID CITY AND DESIGNATING THE PURPOSE FOR WHICH SAID MONIES MAY BE EXPENDED; SPECIFYING THE AMOUNT OF MONEY PAID BY PROPERTY TAX T BE APPROPRIATED TO SAID FUNDS; AND PROVIDING WHEN THE ORDINANCE SHALL BECOME EFFECTIVE.

4) Purchase 50' Digger Derrick for Idaho Falls Power

This purchase will replace unit #3029, a 2011 Digger Derrick that is approaching its useful life and scheduled for replacement.

Director Alexander appeared. She explained the manufacturing for this equipment can take up to two (2) years. The total cost is \$317,249.00 and, provided the request is approved, a purchase order would be issued to the vendor to start on building the equipment. Per Councilor Freeman, Director Prairie explained the digger derrick. He reiterated the construction of this equipment is approximately two (2) years out. Per Mayor Casper, Director Prairie stated there will be no payment until IFP takes delivery. He also stated IFP continues to budget year after year and those funds are encumbered as a place holder. Director Alexander indicated the rates are good right now to move forward.

It was moved by Councilor Radford, seconded by Councilor Freeman, to accept and approve the quote received from Altec Industries, Inc. accessing the General Services Administration (GSA) contract #GS-30F-026GA for a total of \$317,249.00. The motion carried by the following vote: Aye - Councilors Hally, Burtenshaw, Dingman, Freeman, Francis, Radford. Nay - none.

5) RFP 21-086, Comprehensive Annual Financial Audit Services

The purpose of this request is to hire a qualified firm to provide certified public accounting annual financial auditing services to the City of Idaho Falls for the fiscal year ending September 30, 2021. The city received a total of four proposals that were evaluated based on the proposal criteria. A five-member evaluation team consisting of one City Council member, two department directors (Idaho Falls Power and Public Works), Controller and Treasurer reviewed and scored the proposals based on the criterion identified in the request for proposal.

Director Alexander appeared. She stated this item was discussed at the August 23 Work Session. She indicated the goal is to change auditors every 4-5 years. She noted the contract is inclusive of all services including on-site visits as well as travel and other incidentals that are required throughout the audit process. Councilor Burtenshaw believes it's fiscally responsible to change auditors.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to approve a professional services contract with EideBailly for comprehensive annual financial audit services for an estimated total of \$97,000. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Radford, Dingman, Freeman, Francis. Nay - none.

6) Request to Surplus City Property

The Fire and Municipal Services departments have determined this property, formerly known as Fire Station 6 is no longer needed and recommend the disposal of this property with a minimum appraisal value of \$181,000.

Director Alexander appeared. She acknowledged Fire Chief Duane Nelson in attendance. Mayor Casper stated this property was potentially available in 2017 when Station 1 opened. Councilor Freeman stated, per his previous Fire Department experience, this station was purchased in 1965. He is hopeful to get a good price for the building. Per Councilor Francis, Director Alexander stated the funds are required to go back to where they were used to purchase the property, so they will likely go back to the General Fund, however, she indicated there is a request from Chief Nelson to set aside the funds for future Fire Department needs. Mayor Casper stated these funds would most likely be used to purchase another property. Per Councilor Burtenshaw, Director Alexander stated the purchase will be through a sealed bid and the recommendation is to set the minimum amount at the appraisal amount of \$180,000.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to authorize the sale of City property located at 525 E. 8th Street and request the City Clerk to publish a summary of the action taken by the City Council in the official newspaper and provide notice of a public hearing at least fourteen (14) days prior to the date, pursuant to Idaho Statute §50-1402. The motion carried by the following vote: Aye - Councilors Dingman, Burtenshaw, Francis, Freeman, Hally, Radford. Nay - none.

7) Approval to Write-Off Unpaid Utility Service Accounts

There are 694 uncollectible accounts which include the following account categories:

bankruptcy at \$21,717.14, deceased at \$15,358.57 and incarcerated at \$3,259.65. The balance of \$178,906.37 has meets the terms of the City Service Delivery Account Write-Off Policy. For comparison purposes, the total approved write-off for utility service accounts last year for the calendar year 2015 was \$235,291.65 and represents a decrease of \$16,049.92.

Director Alexander appeared. She stated this is a routine activity close to the end of the fiscal year. She also stated a write-off policy went through Council in November 2016 in order to write-off City accounts. Councilor Radford expressed his appreciation for the continual decrease in the amount of uncollectible accounts. Councilor Hally stated an audit of IFP must be accurate in order to increase the bonding rating of Idaho Falls, which is one of the highest in the country. He noted there is due diligence in making sure the assets are building assets. Councilor Burtenshaw clarified uncollectable is not the same as people in need who are unable to pay. Mayor Casper indicated that Director Alexander has stated staff tries very hard to make sure every legal pursuit is pursued before an account is put on the list. Director Alexander noted this is a team effort, and there is a contract with a collection agency that works in tandem with office staff.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to approve the write-off of \$219,241.73 in unpaid utility services accounts which have been determined as uncollectible for the calendar year 2016. The motion carried by the following vote: Aye - Councilors Francis, Dingman, Freeman, Hally, Radford, Burtenshaw. Nay - none.

8) Approval to Write-Off Uncollectible Miscellaneous Delinquent Accounts

Municipal Services is recommending the write-off of forty-four (44) delinquent accounts that are for damage to city property, rental of yard containers, weed control and animal control services. This request includes a total of 7 damage to city property delinquent accounts for a total of \$87,123.02 for calendar years 2016 and 2019, of which 3 account holders are deceased, with no known estate; 2 account bankruptcies; and 2 account holders are incarcerated. A total of \$6,326.11 for the calendar year 2016 includes unpaid rentals for yard containers. The balance of the write-off request of \$3,477.11 includes unpaid weed control and animal control delinquent accounts for calendar years 2016, 2017 and 2018 deemed uncollectible by Municipal Services and verified by the City's contracted collection agency.

Director Alexander appeared. She stated staff and the collection agency have been working with these accounts for a number of years.

It was moved by Councilor Burtenshaw, seconded by Council President Ziel-Dingman, to approve the write-off of miscellaneous delinquent accounts determined as uncollectible for a total of \$96,926.24. The motion carried by the following vote: Aye - Councilors Burtenshaw, Hally, Dingman, Radford, Freeman, Francis. Nay - none.

6. Announcements.

Mayor Casper announced August 28, Dash for Downs and September 3-6, Memorial Day weekend. She also announced community events will be held commemorating the 20th anniversary of 9-11 honoring first responders. Mayor Casper expressed her appreciation to the Councilmembers and Municipal Services through the budget

process. She stated they were responsive and present and attentive at the meetings. She requested a round of applause to the Municipal Services financial team and Director Alexander.

7. Adjournment.

There being no further business, the meeting adjourned at 9:13 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



Memorandum

File #: 21-233

City Council Meeting

FROM: Brad Cramer, Director
DATE: Tuesday, August 31, 2021
DEPARTMENT: Community Development Services

Subject

Amendment of City Ordinance, Title 9, Chapter 4, Section 21, to permit the regulation of downtown parking by block face

Council Action Desired

- ☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

To approve the Ordinance permitting the regulation of downtown parking by block face under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

For consideration on the regular agenda is an ordinance amending Title 9, Chapter 4, Section 21 of City Code. The proposed amendment modifies regulation of downtown parking from a parking space model to a block face model. Currently, vehicles downtown in a 2-hour parking zone must move to a new space at the end of their 2-hours. The proposed ordinance requires the vehicle to move to a new block face, which is defined as 500 lineal feet of where previously parked and not across the street on the same block. Vehicles may not return to the same block face within a 12-hour period.

The ordinance is proposed by the Idaho Falls Downtown Development Corporation (IFDDC) as a better parking management tool and to prevent vehicles from moving one space every two hours. IFDDC has assumed responsibility of managing and enforcing downtown parking, which is consistent with a recommendation from a downtown parking study that recommended all parking management be handled by a single agency. During the work session at which this item was discussed, the Council asked about the cost of the signs. The Street Division of Public Works has indicated approximately \$6,600 for the materials and staff time. The timeline is approximately six weeks, however the ordinance and code are structured so that whatever signs are posted, whether the existing 2-hour per space or the new 2-hour per block face, is what will govern that block until all the signs can be replaced.

Alignment with City & Department Planning Objectives



The proposed ordinance is consistent with principles of Good Governance, Transportation, and Livable Communities.

Interdepartmental Coordination

CDS has worked with Legal on the ordinance and discussed costs and implementation with PW

Fiscal Impact

Approximately \$6,600

Legal Review

The ordinance was drafted by the Legal Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 9, CHAPTER 4, SECTION 21, TO PERMIT THE REGULATION OF DOWNTOWN PARKING BY BLOCK FACE; PROVIDING DEFINITIONS AND EXPLANATION ON BLOCK FACE PARKING ZONES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the economic and community activity in the City's downtown area creates unique and consistent demand for public parking; and

WHEREAS, regulations that encourage the public to consistently and reliably circulate the available on-street parking spaces encourages economic activity and invites the public to visit the downtown area; and

WHEREAS, the City desires to limit the length of time a vehicle can be parked on an entire block face; and

WHEREAS, the Council desires to protect and preserve the unique business culture and downtown aesthetic of the City's Central Downtown Area; and

WHEREAS, the City desires the downtown area to have consistent and enforced parking regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1. Title 9, Chapter 4, Section 21, of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

9-4-21: DOWNTOWN AREA STREET PARKING

A. For the purposes of this Chapter, the "Downtown Area" shall be defined as the area bounded on the west by Memorial Drive and Capital Avenue, on the south by Cliff Street, on the east by Yellowstone Avenue and on the north by and including D Street. The Downtown Area shall also include the both sides of the streets that form the borders of the Downtown Area.

1. Within the Downtown Area, any person who parks a vehicle in violation of any regulation as stated on any parking sign located within clear view of a restricted parking area shall be liable of a civil parking fine in an amount set from time to time by Resolution of the Council. The Council may set higher or graduated fines for repeated violations.

2. Block Face Parking.

- a. Parking signs which display “Block Face” information shall regulate parking as follows:
- i. “Block Face” shall mean all parking spaces along both sides of a street on the same block, which block is bordered by an intersection at each end. Any parking regulation signage which includes the words “Block Face” shall apply to the entire length of the Block Face on both sides.
 - ii. A vehicle shall not remain parked in any parking space along a signed Block Face for a period that exceeds the posted time limit of such Block Face.
 - iii. A vehicle parked on a Block Face shall not return to or occupy another parking space within five hundred (500’) feet of where such vehicle was previously parked (within that Block Face) less than twelve (12) hours immediately following the expiration of the time period for such parked vehicle.
 - iv. A citation may be issued, as indicated by the Block Face parking sign, if a vehicle remains parked or stopped on the same Block Face beyond the designated time for parking, unless:
 - 1. The vehicle has moved five hundred (500’) or more lineal feet, from where such vehicle was parked, as measured along the curb or edge line of the Block Face; or
 - 2. the vehicle has vacated that Block Face for not less than twelve (12) hours from when it was last parked on the Block Face.

...

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 3. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,
this ____ day of _____, 2021.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

KATHY HAMPTON, CITY CLERK
(SEAL)

REBECCA L. NOAH CASPER, MAYOR

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING TITLE 9, CHAPTER 4, SECTION 21, TO PERMIT THE
REGULATION OF DOWNTOWN PARKING BY BLOCK FACE; PROVIDING
DEFINITIONS AND EXPLANATION ON BLOCK FACE PARKING ZONES;
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY
SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK

File #: 21-235

City Council Meeting

FROM: Duane A. Nelson, Fire Chief
DATE: Wednesday, September 1, 2021
DEPARTMENT: Fire Department

Subject

Fire Code 2018 Ordinance

Council Action Desired

- ☒ Ordinance ☐ Resolution ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc.)

Approve the Ordinance amending sections 7-10 through 7-10-4 to provide for the adoption of the International Fire Code 2018 Edition under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that is be ready by title, reject the Ordinance).

Description, Background Information & Purpose

Adoption of the most current edition of the International Fire code ensures application of the most current guidelines and aligns the current code with community development services and the State of Idaho.

Alignment with City & Department Planning Objectives



This supports the Cities oriented results by maintaining a mix of regulations and practices that provide the regulatory framework for supporting a high -quality community.

Interdepartmental Coordination

N/A

Fiscal Impact

N/A

Legal Review

The City Attorney's Office drafted and prepared the proposed ordinance.

ORDINANCE NO. 2019-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING SECTIONS 7-10-1 THROUGH 7-10-4 OF THE CITY CODE OF THE CITY OF IDAHO FALLS, TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City wishes to adopt the most current edition of the International Fire Code to ensure application of the most current guidelines therein.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO THAT:

SECTION 1. Sections 7-10-1 through 7-10-4 of the City Code are hereby amended by the following language:

7-10-1: INTERNATIONAL FIRE CODE ADOPTED

(A) Fire Code Adopted: The International Fire Code, ~~2015-2018~~ Edition, as published by the International Code Council, Inc., including all Appendices, are hereby adopted as an official fire code of the City, save and except such portions as are hereinafter deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Fire Code, ~~2015-2018~~ Edition, duly certified by the Clerk shall be retained by the City Clerk for use and examination by the public.

(C) Any reference in the City Code to the International Fire Code shall refer to the most recent version of the International Fire Code adopted by the City, as provided for in this Chapter.

7-10-2: DEFINITIONS: Whenever found in the International Code, the following words shall have the meanings ascribed to them herein:

Fire Code Official: The Fire Marshal

Corporate Counsel: The City Attorney for the City of Idaho Falls, Idaho

Jurisdiction: The City of Idaho Falls, Idaho

Life Safety System: Automatic fire extinguishing system, portable fire extinguishers, fire alarm and detection systems, Emergency Responder Radio Amplifier, fire pumps, and related equipment.

Life Safety License: Required license issued by the Fire Code Official intended to ensure that the licensee is qualified to install, modify, service, or maintain any automatic fire extinguishing system, portable fire extinguishers, fire alarm and detection system, Emergency Responder Radio Amplifier, or related equipment.

7-10-3: AMENDMENTS AND ADDITIONS TO THE INTERNATIONAL FIRE CODE:

(A) Subsection of 105.1.1 Permits required shall be adopted as follows:

105.1.1

A property owner or owner's authorized agent who intends to conduct an operation or business, or is currently conducting or operating a business, or install or modify systems and equipment that are regulated by this Code, or to cause any such work to be performed, shall first make application to the Fire Code Official and obtain the required permit. Businesses regulated by this Code shall also register their business with the Clerk.

(B) Subsection of 105.1.2 Types of permits shall be adopted as follows:

Permit Fees:

105.1.2.1 Each operational permit fee shall be in an amount set from time to time by Resolution of the Council;

105.1.2.2 Each construction permit fee shall be in an amount set from time to time by Resolution of the Council; and,

105.1.3 Where multiple permits are required for the same location, the Fire Code Official may authorize to consolidate such permits into one permit.

~~443.3~~ 106.3 Failure to obtain any require fire code permit, prior to engaging in activities, operations, practices or functions, as set forth in the International Fire Code, shall constitute a violation of the code. The activity, operation, or practice will be issued a stop work order until a permit has been obtained and a double permit fee collected.

(C) Subsection 105.7.1 Automatic fire-extinguishing systems shall be amended to read as follows:

A construction permit and Life Safety License is required for the installation of or modification to an automatic fire extinguishing system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

1. Contractors performing maintenance on automatic fire-extinguishing systems shall obtain a Life Safety License prior to commencing work and shall provide a copy of the maintenance report to the Fire Code Official at the completion of the work performed.

2. The Fire Code Official is authorized to not require a plan review fee for modifications to automatic fire-extinguishing systems where ten (10) or fewer sprinkler heads are affected in the scope of work. A Life Safety License and permit are required to be submitted to the Fire Code Official for review prior to the start of the project and a record of completion shall be permitted to the Fire Code Official at the completion of the project.

(D) Subsection 105.7.6 & 105.7.7 Fire alarm and detection systems, Emergency Responder Radio Amplifiers, and related equipment shall be amended to read as follows:

A construction permit and Life Safety License is required for installation of or modification to fire alarm and detection systems, Emergency Responder Radio Amplifiers, -and related equipment. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

1. Contractors performing maintenance on fire alarm and detections systems, Emergency Responder Radio Amplifiers, and related equipment shall obtain a Life Safety License prior to commencing work and shall provide a copy of the maintenance report to the Fire Code Official at the completion of the work performed.

(E) Subsection ~~105.7.7~~ 105.7.8 Fire pumps and related equipment shall be amended to read as follows:

A construction permit and Life Safety License is required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

1. Contractors performing maintenance on fire pumps and related equipment shall obtain a Life Safety License prior to commencing work and shall provide a copy of the maintenance report to the Fire Code Official at the completion of the work performed.

(F) Subsection ~~109.4~~ 110.4 Violation penalties shall be amended to read as follows:

Persons or entities who violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under the provisions of this code, as amended, shall be guilty of a misdemeanor. Each twenty-four (24) hour period that a violation continues after due notice has been served shall be deemed a separate offense.

(G) Subsection ~~111.4~~ 112.4 Failure to comply shall be amended to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to pay a fine in an amount set from time to time by Resolution of the Council.

(H) Subsection 113.6 Life Safety License required shall be adopted as follows:

Any person or entity shall obtain a Life Safety License from the Fire Code Official prior to performing any installation, modification, inspection, testing, or maintenance on a Life Safety System in the City of Idaho Falls. Life Safety Licenses shall be valid for the calendar year issued. The fee for a Life Safety License shall be in an amount set from time to time by Resolution of the Council. All Life Safety Licenses shall be non-transferrable.

(I) Subsection 113.7 Penalties for violation of license requirement shall be adopted as follows:

Any person or entity who violates any rules or regulations as written on the license application, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than three-hundred dollars (\$300). Each twenty-four (24) hour period that a violation continues after due notice has been served shall be deemed a separate offense.

(J) Subsection 113.8 Payment of permits, licenses and fees shall be adopted as follows:

All costs, fees, and payments associated with any permit or license provided for in the Fire Code shall be paid to the City of Idaho Falls City Treasurer's Office or as otherwise specified by the Fire Department.

(K) Subsection 113.9 Fees shall be adopted as follows:

113.9.1 Structural plan review fees. Structural plan review fees will be charged at a rate in an amount set from time to time by Resolution of the Council. Upon request from the Fire Code Official, the City reserves the right to charge additional structural plan review fees for large or complex structural plan submissions.

113.9.2 Fire alarm plan review fees. Fire alarm plan review fees will be charged at a rate in an amount set from time to time by Resolution of the Council. This fee includes plan review and one (1) acceptance test field inspection by fire prevention personnel. An additional fee, in an amount set from time to time by Resolution of Council, will be charged for inspection of fire alarm systems exceeding this amount.

113.9.3 Fire sprinkler system plan review fees. Fire sprinkler system fees will be charged at a flat rate in an amount set from time to time by Resolution of the Council. This fee includes plan review, and one (1) acceptance field inspection. Field inspections are to include fire service underground, rough-in inspection, hydro-test with all heads in place, and final acceptance test of system. An additional fee, in an amount set from time to time

by Resolution of Council, will be charged for inspection of fire sprinkler systems exceeding this amount.

113.9.4 Fire pump review fees. Fire pump fees will be in an amount set from time to time by Resolution of the Council. This fee includes plan review and response and acceptance testing of the fire pump.

113.9.5 Alarm response fee. The Fire Code Official is authorized to charge a maximum fee in an amount set from time to time by Resolution of the Council per occurrence for fire apparatus response to Life Safety System activation where the service contractor fails to contact the Fire Code Official and/or Fire Dispatch Center when servicing such systems or excessive responses to the same location. The fee does not apply to a false alarm which is defined as the willful and knowing initiation or transmission of a signal, message or other notification of an even of fire when no such danger exists. The fee, subject to review by the Fire Code Official will apply to nuisance alarms exceeding four (4) responses to the same location within a thirty (30) day period. Nuisance alarms are defined as any alarm caused by mechanical failure, malfunction, improper installation, or lack of proper maintenance, or any alarm activated by a cause that cannot be determined. The fee will be charged to the business owner and/or service contractor after review by the Fire Code Official.

(L) Subsection 5604.4.4 Prohibited storage shall be adopted to read as follows:

The storage of explosives and blasting agents is prohibited within the Corporate Limits of the City of Idaho Falls.

Exception: The Fire Code Official may issue a permit, pursuant to Section 105, to allow the use of explosives and blasting agents within the Corporate Limits of the City of Idaho Falls. Such permit shall prescribe conditions and restrictions for the use of explosives and blasting agents, consistent with this chapter.

(M) Subsection 5704.2.9.6.1 Locations where above-ground tanks are prohibited shall be amended to read as follows:

The storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited within the Corporate Limits of the City of Idaho Falls.

Exceptions:

1. The Fire Code Official, with approval of the Fire Chief, may allow protected above-ground tanks at motor vehicle fuel dispensing stations. Protected above-ground tanks may be allowed where underground rock formations or water levels make it extremely difficult or impossible to install underground tanks or underground install is cost prohibitive for limited use fuel dispensing stations. Such tanks shall meet the UL 2085 listing and comply with Sections 2306.2, 3104.17.2, 5704.2.7.3.5, 5704.2.9, and 5704.2.13.2.

Each approved tank shall not exceed twelve thousand (12,000) gallons in individual capacity and no more than forty-eight thousand (48,000) gallons in aggregate capacity may be stored in this manner on any one property within the City.

2. The Fire Code Official, with approval of the Fire Chief, may allow the use of temporary above-ground storage tanks at construction sites, earth moving projects or gravel pits. Such tanks shall comply with Sections 3104.17.2, 5704.2.9, and Section 5706 in its entirety.

- 2.1 The storage of flammable or combustible liquids in above-ground tanks, and the dispensing of combustible liquids into vehicles from above-ground tanks, shall not be permitted in the following zones as defined by the City Zoning Ordinance and located within the current Official Zoning Map: RP, RP-A, R-1, R-2, R-2A, R-3, R-3A, P-B, and RMH.

(N) Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited shall be amended to read as follows:

The limits in which new bulk plants in accordance with Section 5706.2.4.4, where flammable or combustible liquids are received by tank vessels, pipelines, tank cars, or tank vehicles, and are stored in blended in bulk for the purpose of distributing such liquids by tank vessels, pipelines, tank cars, tank vehicles, or containers are prohibited within the Corporate Limits of the City of Idaho Falls.

(O) Section 5806.2 Limitations shall be amended to read as follows:

Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the Corporate Limits of the City of Idaho Falls.

(P) Section 6104.2.4 Restricted zones shall be adopted as follows:

Storage of liquefied petroleum gas is restricted within all zones in the City, as defined by the City Zoning Ordinance and located within the current City's Official Zoning Map.

Exception: Storage of liquefied petroleum gas is permitted, consistent with this chapter, within the Industrial and Manufacturing Zones I&M-1 and I&M-2, as defined by the City Zoning Ordinance and located within the current City's Official Zoning Map.

7-10-4: PENDING LEGAL ACTIONS:

That nothing in this Chapter or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as

cited in Section 3 of this Chapter; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Chapter.

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance. The remaining Sections of Title 5, Chapter 6, shall be in full force and effect.

SECTION 3. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this ____ day of _____, 2019.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS,
IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true, and correct copy of the Ordinance
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING SECTIONS 7-10-1 THROUGH 7-10-4 OF THE CITY CODE OF
THE CITY OF IDAHO FALLS, TO PROVIDE FOR THE ADOPTION OF THE
INTERNATIONAL FIRE CODE, 2018 EDITION, AND PROVIDING
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton
City Clerk

(SEAL)

Memorandum

File #: 21-237

City Council Meeting

FROM: Duane A Nelson; Fire Chief
DATE: Wednesday, September 1, 2021
DEPARTMENT: Fire Department

Subject

2021-2022 Local 1565 Labor Agreement

Council Action Desired

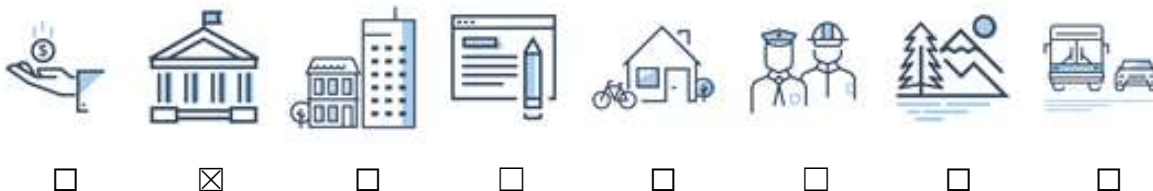
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the 2021-2022 Labor Agreement with Idaho Falls Firefighters Local No. 1565 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Labor agreement with Idaho Falls Firefighters Local 1565 and the CITY. The overall agreement reflects 2021 collective bargaining negotiations and includes a 1% wage increase, changes to the firefighter's healthcare premium payments, sick leave, and vacation payout modifications. This agreement is for approximately one year and will expire on April 30, 2022.

Alignment with City & Department Planning Objectives



This supports the Cities oriented results by continuing to attract, develop, reward, and retain a high-quality,

engaged, and productive workforce.

Interdepartmental Coordination

The CITY negotiation team was comprised of Human Resources, Municipal Services, and the Fire Department.

Fiscal Impact

The financial terms of the agreement will go into effect at the beginning of the FY 2021/2022 and are included within the Fire Departments budget.

Legal Review

N/A

AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION
LOCAL NO. 1565

May 2021 through April 2022



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**AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565**

This Agreement is between the CITY OF IDAHO FALLS, IDAHO (hereinafter referred to as "CITY"), a municipal corporation of the State of Idaho and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as "UNION"). It contains the entire Agreement between the parties on these subject matters, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

ARTICLE I - PURPOSE

Section 1. General Purpose

The purpose of this Agreement is to increase the general efficiency in the Fire Department and maintain harmonious relations between the Fire Department and its personnel, to promote the morale, and protect the rights, well-being, and security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

Section 2. Public Employees

The Fire Department and the individual members of the UNION are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

Section 3. Equal Employment

There shall be no discrimination between employees of this bargaining unit and CITY and neither shall a non-union member be discriminated against by UNION or CITY with respect to any condition of employment because of membership or non-membership in UNION or because of sex, race, color, religion, national origin, or rank.

ARTICLE II - RECOGNITION

CITY recognizes UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty, and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, Battalion Chiefs, the Public Information Officer, and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, or Battalion Chiefs from voluntarily maintaining UNION membership.

ARTICLE III – MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency;
10. Promotions will be made fairly and in accordance with this Agreement.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and /or guidelines shall be maintained. A copy shall be kept electronically and shall be available on the fire server. Proposed changes shall be presented in writing to UNION prior to implementation.

ARTICLE IV - TIME OFF FOR UNION BUSINESS

Time off with pay shall be granted to members of UNION Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management, required P.F.F.I. meetings or required Pension Meetings, when meetings fall on employee's scheduled work shift. Three (3) personnel per shift will be guaranteed time off for the spring P.F.F.I. convention in Boise and one (1) Fire Prevention Bureau Representative. Requests for time off for UNION business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for four (4) employees for two (2) additional UNION functions; other requests will be considered as travel status requests and granted following UNION contract and minimum manning guidelines. Meetings shall be scheduled as equally as possible between the three (3) battalion at the convenience of both parties.

ARTICLE V - CHECK OFF

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, CITY agrees to deduct the regular monthly dues of such employee from the employee's pay and deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by UNION President. UNION will notify CITY in writing of the exact amount of such regular Membership Dues to be deducted. UNION agrees to hold CITY harmless against any and all claims, suits, orders, or judgments brought or issued against CITY as a result of any action taken or not taken by CITY under the provisions of this article.

ARTICLE VI - SENIORITY LIST

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be updated with any change in ranking or promotion and immediately posted electronically thereafter on the Fire Department common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the UNION or to the UNION Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Driver, Paramedic, Firefighter, and Inspector.

ARTICLE VII - PERSONNEL REDUCTION

Section 1.

In case City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 2.

An employee whose job has been eliminated may revert to next lower job classification held. If an employee's movement creates excess personnel in the employee's new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

Section 3.

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing CITY with an address and phone number where the employee can be contacted and meeting all department physical standards. When CITY recalls an employee under this provision those employees are not required to retest.

ARTICLE VIII - HOURS OF DUTY

Section 1.

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours. Shift firefighters shall be paid upon this average and receive regular bi-weekly pay periods of one hundred twelve (112) hours. A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00a.m. Each Firefighter shall be all owed one (1) Kelly Day each nineteen (19) scheduled shifts. This Kelly Day schedule will begin with the new FLSA cycle on January 14, 2017. The Kelly Day schedule will be adjusted when needed to avoid having three (3) or more Fire Division personnel assigned to a Kelly Day.

Section 2.

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

Section 3.

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked. Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime ("OT"). Compensatory Time would be used following the current comp time use policy. Overtime for forty (40) hour per week employees shall be paid at the rate of one and one-half (1.5) times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to a qualified retirement plan.

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes, holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (0.5) hour. Cal l back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours offered shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated hours offered, except in emergency situations. The program on the computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over one hundred (100) miles one-way.

No firefighter shall be allowed to have two (2) Kelly Days within one (1) FLSA work cycle.

In consideration for the travel time to and from the Swan Valley assignment, personnel working the assignment will be given an additional hour straight time each way or two (2) hours per forty-eight (48) hour shift. Personnel working the Swan Valley assignment shall report to Station 2 at 7:00 a.m. and use a staff vehicle to travel between Station 2 and Swan Valley.

Idaho State University Paramedic Program: Employees working as lab instructors for the ISU Paramedic Program will be compensated by the City at the rate of two (2) times the employee's base hourly rate for scheduled lab instruction time.

Section 4.

Firefighters attending classes that are deemed essential by the firefighter's job description, but not mandatory to the Fire Department, may qualify for compensation time (comp-time). Comp-time will be accrued at one and one-half (1.5) time that was spent at qualifying classes. Comp-time may be accumulated up to four hundred eighty (480) hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Sections 2 and 3. Comp-time earned in excess of four hundred eighty (480) hours will be paid as overtime.

ARTICLE IX- SALARIES

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department provided that, in the event that the City Council approves any general pay increase for the City's non-union employees before 12:00 midnight, April 30, 2021, the schedule of salaries contained in Appendix "A" shall be adjusted so that the members of the UNION shall receive the same other general pay increase as the City's non-union employees.

ARTICLE X - HOLIDAY PAY

All shift firefighters are to be paid for eighty-eight (88) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November. Firefighters who are currently employed on the second payday in November shall receive the holiday pay under this Article, regardless of length of the firefighter's employment with City.

ARTICLE XI- LONGEVITY

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

ARTICLE XII - CLOTHING ALLOWANCE

Section 1.

Each eligible firefighter shall receive a uniform allowance of nine hundred sixty-six dollars and seventy-two cents (\$966.72) per budget year, to be paid twice a year in equal installments to firefighters employed at the time of each payment. A new employee to the Fire Department will be issued their total uniform allowance on the payday following the first full pay period they are employed. The new employee will then forfeit the next two (2) regularly scheduled uniform allowances.

ARTICLE XIII - PROTECTIVE CLOTHING

In addition to the above uniform allowance, CITY agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. UNION recognizes that title to such items furnished remains with CITY.

ARTICLE XIV- EMPLOYEE BENEFITS

Section 1.

All benefits and obligations shall be as set forth in the Personnel Policy and by reference each is incorporated herein and is made part of this Agreement.

Section 2.

The conditions, rules and regulations of such benefits as may be established by CITY shall determine all questions arising thereunder. CITY will make detailed information concerning the provisions of such benefits available to the employees. CITY agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

Section 3.

CITY reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

Section 4.

CITY agrees to provide two thousand one hundred and ninety-two dollars (\$2,192) per year per station for departmental physical fitness equipment to be used for physical fitness program.

Section 5.

CITY and UNION will work together to administer a joint wellness/fitness program by adopting the current NFPA 1582 Standard. Included in this program will be an annual CITY physician's physical evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the Fire Department will receive a physical based on the NFPA 1582 standard as well.

The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce CITY expense pertaining to occupational injuries.

Section 6.

CITY offers a comprehensive medical benefits plan through Blue Cross of Idaho. The plan for 2021/2022 includes both a PPO and HSA program. See attached exhibit for 2021/2022 Plan.

For those employees who sign up for the high deductible health plan with the health savings account, CITY will contribute \$1,750, pro-rated, to the employee's health savings account for the 2021/2022 Plan Year.

Both parties recognize the benefits of the CITY's medical benefits plan are subject to change because the timing for this Agreement's negotiations and the finalization of the CITY's insurance plan are not synchronized. In the event that the City's medical benefits plan changes before April 30, 2021, UNION members shall receive the same Health Benefit Package as non-union employees. After the CITY receives the annual notice from Blue Cross or the CITY's third-party administrator of the finalized medical plan, the CITY shall inform the UNION in writing within ten (10) business days of receipt and of ALL changes contained within the plan. If the finalized medical benefits plan contains material or substantive changes, the PARTIES agree to meet to reopen negotiation of this Agreement only to discuss the medical benefits plan changes as soon as possible. Either party may request, in writing, reopening negotiations to address a material or substantive change in the medical plan within thirty (30) days of the CITY's notice of changes. If neither party requests reopening, in writing, within thirty (30) days, the changes shall be considered unsubstantial. The UNION will give CITY thirty (30) day notice to negotiate if UNION intends to change insurance programs.

Section 7.

Employees working a forty (40) hour work week shall accrue 3.69 hours of Sick Leave per pay period which totals ninety-six (96) hours per year. Sick leave may accrue up to a maximum of 2,080 hours total. Employees working shift work will accrue 5.54 hours of Sick Leave per pay period which totals one hundred forty-four (144) hours per year. Sick leave may accrue up to a maximum of 2,912 hours total. Upon meeting the requirements of retirement, age fifty (50) or PERSI Rule of 80, employees may sell unused sick leave. The total amount of sick leave sold will be calculated as follows:

- Employees with five (5) or more years of service may choose to convert sick leave annually into a qualifying deferred compensation plan, transfer hours to vacation hours, or cash out hours. Annual selection to convert sick leave must be made between April 1st and April 30th and shall be converted in the October of the same year. For forty (40) hour workweek employees a balance of at least 160 hours must be left in the employee's sick leave bank. For shift firefighters (56) hour workweek employees a balance of at least 224 hours must be left in the employee's sick leave bank. Sick leave will be converted/cashed out at 33% of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.

If the employee meets the requirements for PERSI retirement, one-third (33%) of

the sick leave balance maybe deposited into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), HRA-Veba, or be converted to cash.

Upon the death of an active employee, sick leave benefits will be paid 100% to the employee's estate, in the form of cash.

Section 8.

The CITY agrees to issue credit cards to UNION Members to be used for classes, conferences, courses, meetings, inspections, evaluations, and wildland deployments. UNION Members agree to follow the CITY Travel Policy that is in effect as of 04/04/2018.

As per the CITY Travel Policy, the UNION Member shall complete a Travel Expense Form with supporting documents for reconciliation to Fire Administration for submission to Municipal Services within ten (10) CITY working days of travel completion. After the ten (10) CITY Day submission timeframe, the CITY agrees to reimburse UNION Members within fifteen (15) CITY days for travel, training, ambulance transport, wildland deployment, or paramedic tuition.

Section 9.

All CITY Fire Department Employees shall follow all injury reporting requirements and conditions in accordance with the CITY Personnel Policy Occupational Injury Section XXII.

The CITY Fire Department may require the City Fire Department Employee, who have been diagnosed with a work-related illness or injury to report to work in a Light-Duty capacity. This requires a signed Medical Release Form from a licensed medical provider listing any work restrictions.

The CITY Fire Department defines Light-Duty as a place whereas a CITY Fire Department Employee is allowed to work within the limits of their Medical Release Form restrictions. Light- Duty is temporary and must meet the needs of the CITY Fire Department. All CITY Fire Department Employees are to maintain their professional certifications within the limits of their restrictions whenever possible.

The CITY Fire Department Employee who is injured while On-Duty and no work restrictions are noted on Medical Release Form, shall report back to the immediate Supervisor, and return to their previously assigned position. If work restrictions are listed on the Medical Release Form, the Employee shall report back to the immediate Supervisor and then to the Battalion Chief to work as their AID. The Employee will continue to work as a Battalion Chief Aid for the duration of their multiple shift assignments or until the first business day of the week is reached. Then, the Employee will report to Admin Deputy Chief at 0800 to be assigned a Light-Duty Supervisor. After a discussion, the Employee's work schedule will be assigned by a Light-Duty Supervisor of either four (10-hour days) or if necessary five (8-hour days) but not to include any overtime assignments. Short term Light-Duty not to exceed 112 hours and long term converted Light-Duty not to exceed 80 hours per pay period. The CITY Fire Department will allow follow-up medical appointments with no charge to Sick Leave accrual.

The CITY Fire Department Employee who is injured while Off-Duty and has work restrictions listed on the Medical Release Form may request Light-Duty. If desired, the Employee will submit a written request and the Medical Release Form to Admin Deputy Chief for the possible assignment to Light-Duty. Off-

Duty Light-Duty is not guaranteed and is managed on a case-by- case basis as restrictions and availability permit. The CITY Fire Department Employee shall use Sick Leave for any follow-up medical appointments while on Off-Duty Light-Duty.

Section 10.

The CITY will provide TVs and barbeques at each station for use by UNION members. CITY will gain ownership of existing TVs and barbeques. The CITY will pay for the use of propane in the barbeques and refill of cylinders. CITY will replace or repair TVs and barbeques as needed. Beginning October 2021, the CITY will provide TV services to each station that will be similar to current services. (2021 Direct TV business Xtra package or equivalent from another vendor)

ARTICLE XV- MISSION STATEMENT

The Idaho Falls Fire Department is committed to providing Professional Life Saving Services ensuring the safety and security of our community.

ARTICLE XVI - CORRESPONDENCE

Section 1. Respond in Ten (10) Days

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of weekends and holidays, from date such correspondence is received.

Section 2. Waiver in Case of Emergency

In cases of circumstances beyond the control of CITY, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from UNION.

1. Time limits for management replies on grievances and correspondence.
2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

ARTICLE XVII- GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article XVII is to provide for a mutually acceptable method for the prompt consideration and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

Section 2. Informal Step

Every employee shall have the option of presenting alleged grievances to UNION in writing. UNION will counsel the employee regarding whether UNION should use the formal Grievance Procedure in Section 3 of this Agreement. UNION may follow the formal Grievance Procedure in Section 3 of this Agreement.

Any grievance not taken up by UNION within twenty (20) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose, shall not be formally presented nor considered at a later date by UNION.

Section 3. Formal Grievance Procedure

- Step 1. UNION spokesperson shall present a formal grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Battalion Chief or Division Chief, with a copy to the Fire Chief, not later than thirty (30) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.
- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at Step 2, the grievance will be presented in writing to the Fire Chief.
- Step 4. The Fire Chief shall render a final decision regarding the grievance in writing to the employee and to UNION within ten (10) calendar days after receipt of the formal grievance.
- Step 5. If the grievance is still unsettled, any party to the grievance may, within ten (10) calendar days following the decision of the Fire Chief, have the right to have the matter arbitrated by a third party jointly agreed upon by CITY and UNION. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) arbitrators.

CITY and UNION shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to this Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 4.

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

Section 5.

It is expressly understood and agreed that the mere circumstance that any member of UNION shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such UNION Member is exercising management power which could cause the UNION Member to be excluded from the Union.

ARTICLE XVIII - PREVAILING RIGHTS

Section 1. Rights Retained Unaffected

All rights, privileges, and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief, after mutual consent of UNION and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

ARTICLE XIX - NO STRIKE CLAUSE

UNION agrees that during the term of this Contract there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Fire Department.

ARTICLE XX – VACATIONS

Section 1.

Vacations shall be granted and guaranteed as follows:

56 - Hour work week employee

0-4 years	7 shifts	168 hours	6.46 hrs per pay period
5-9 years	9 shifts	216 hours	8.31 hrs per pay period
10-14 years	11 shifts	264 hours	10.15 hrs per pay period
15-19 years	12 shifts	288 hours	11.08 hrs per pay period
20 or more	13 shifts	312 hours	12.00 hrs per pay period

40 - Hour work week employee

0-4 years	17.5 working days	140 hours	5.38 hrs per pay period
5-9 years	20 working days	160 hours	6.15 hrs per pay period
10-14 years	22.5 working days	180 hours	6.92 hrs per pay period
15-19 years	27.5 working days	220 hours	8.46 hrs per pay period
20 or more	30 working days	240 hours	9.23 hrs per pay period

Vacation Slot

Any additional shift personnel added beyond the number of 38 personnel per shift will require one vacation spot for every nine (9) personnel per shift (i.e., 9 = 1, 18 = 2, 27 = 3, etc.).

Vacation Carry Over

Firefighter vacation carry at two (2) years of the maximum amount for shift employees (624 hours), for 40-hour work week employees (480 hours).

Retirement/Separation Payout

Retirement payout for shift personnel shall be up to 624 hours and for 40-hour employees shall be up to 480 hours.

Pay in Lieu of Vacation in Event of Separation.

An employee who retires or separates from the City voluntarily and who is eligible for vacation benefits shall elect to receive their balance by deposit into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), or be converted to cash. Vacation benefits will be up to and not exceed 26 shifts (624 hours) for shift personnel or 60 days (480 hours) for 40-hour work week employees.

An employee who separates from the City involuntarily or is terminated and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will not exceed 13 shifts (312 hours) for shift personnel or 30 days (240 hours) for 40-hour work week employees.

Section 2.

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the firefighter with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

Section 3.

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Battalion Chiefs will begin first round of vacation picks no later than December 1st and will complete the 3 rounds of vacation picks no later than December 31st. The employee will have 48 hours after verbal notification from the BC for vacation selection. If the BC is unable to get a hold of employee that is off duty, the BC will leave a voice message or text informing the employee of their turn of vacation selection. Comp-time hours may not be scheduled during first, second and third round vacation selection at the first of the year. Vacation selection by Battalion Chiefs will not affect vacation selection of other personnel.
2. First, second, and third round vacation selections will be chosen according to seniority on each platoon. Requests for first, second, and third vacation, received more than forty-eight (48) hours prior to the shift, may be scheduled.

3. Five (5) firefighters may schedule advance vacation at the same time on any one (1) battalion, subject to the provisions of Item Nos. 2, 4, and 5 of Section 3 of this Article.
4. A fourth vacation position may be scheduled within thirty (30) days of a shift requested, but determination to allow such vacation will not be made until 5 p.m. the evening prior to the shift involved. This determination will be made only if the on-duty personnel scheduled for that forty-eight (48) hour set will remain at minimum staffing levels or above and will not interfere with Fire Department activities.
5. Any vacation request received less than forty-eight (48) hours prior to the beginning of the shift involved may be denied by the officer in charge if the available personnel for that shift is already at minimum staffing or less.
6. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
7. Cancelling scheduled vacation is discouraged. It will be permitted, however, if it is canceled one-hundred-twenty (120) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced to the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if there is one (1) or more vacation positions available for that shift.
8. All requests for scheduling or canceling vacations shall be called in to the Battalion Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Battalion Chief on duty or designee.
9. Each round of vacation picks will be chosen in consecutive order, including Kelly Day, if applicable. For example: February 2, February 3, Kelly Day February 8, February 9, February 14, February 15 would be a pick using five (5) vacation shifts but having six (6) shifts off including the Kelly Day. Each round would enable a new consecutive pick. If a member uses just twenty-four (24) hours one (1) shift as a round pick, that round is complete.

ARTICLE XXI - VACANCIES AND PROMOTIONS

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Minimum staffing for all "In Service" Engines will be three (3) personnel. Minimum staffing for all "In Service" Advanced Life Support (ALS) Ambulances will be one (1) Paramedic and one (1) EMT. Minimum Staffing for all "In Service" Basic Life Support (BLS) Ambulances will be two (2) EMTs. The Chief of the Department or their designee shall establish when units are needed to be "In Service." Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate promotional exam is given and eligibility list is established.

A representative from UNION offers input, in the form of communicating positive and negative criteria of a firefighter candidate to the Fire Department's hiring committee, when hiring new Fire Department employees who are or will be covered by this Collective Bargaining Agreement. UNION representative

observing in the Entry Level interview and provide a written positive and negative criteria to the Chief prior to the selection process.

ARTICLE XXII - COMMITTEES

Health and Safety Committee

Section 1.

A Health and Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative of each position, including Training Officer and Fire Prevention Division. The member of management and the representative holding the rank of Captain will act as the committee co-chairs and conduct the meetings. The UNION representative will be selected by UNION, but other Committee Members shall be recommended by UNION and approved by the Fire Chief.

The Health and Safety Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Health and Safety Committee shall be to conduct research, develop recommendation, and study and review matters pertaining to occupational safety and health within the Fire Department.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the member of management on the Committee. Written minutes of each meeting shall be retained and shall be made available to all members.

Training and Technologies Committee

Section 1.

A Training and Technologies Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative from each position, including Training Officer and Fire Prevention Division. The member of the management and the representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings. The UNION representative will be selected by the UNION, but other Committee Members shall be recommended by the UNION and approved by the Fire Chief.

The Training and Technology Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Training and Technology Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to training, new equipment, and new technology within the Fire Division.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the representative of the Fire Department Management. Written minutes of each meeting shall be prepared and made available to all members.

ARTICLE XXIII- RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS

For purposes of this Article XXIII, the following terms shall have the meanings as ascribed below:

FIREFIGHTER: Any firefighter employed by CITY as of July 17, 2012, and also all future firefighters employed by CITY, provided that (1) Such employees are/were now members of PERSI as of July 17, 2012, or were members of PERSI as of such date, and (2) Are now or will be represented by UNION for collective bargaining purposes.

IAFF: The International Association of Firefighters Local 1565.

PERSI: The Public Employee Retirement System of Idaho.

Social Security and Medicare Refund

On behalf of all firefighters impacted by the Firefighter Referendum and related Section 218 Agreement, CITY is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such firefighters. Upon receipt of said refunds, CITY will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts established by each firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan, and will be limited to the amount of the employer contribution refund for each firefighter less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by CITY shall be distributed by check payment to each employee.

Future Retirement Contributions

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, CITY shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each firefighter pursuant to U.S.C Title 26, Chapter 21 - the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. To be eligible for employer contributions, each firefighter

must file a PERSI Choice 401(k) Deferral Election form with the Department of Human Resources that authorizes CITY to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401(k) account. Future PERSI Choice employer contributions rounded up to a whole percentage that is nearest to the FICA defined employer contribution rate are contingent upon continued authorization from each firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401(k) Deferral Election forms with the Department of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations, and laws applicable to PERSI.

CITY makes no warranty or representation that such retirement contributions are exempt from Federal, State, or PERSI withholdings or income taxation required by law. In the event any court or administrative agency of competent jurisdiction determines that such tax or withholdings are required by law, then CITY may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each firefighter after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for firefighters under the Social Security Act and related Federal Insurance Contribution Act.

ARTICLE XXIV- DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE

1. CITY will pay any CITY Fire Department employee who leaves the CITY under deployment on behalf of a requesting agency as part of but not limited to: Wildland Firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials Responses.
 - A. The CITY Fire Department employee will be paid "straight time" for their normally scheduled respective shifts. For days not regularly scheduled, CITY Fire Department employee will be paid at a minimum of sixteen (16) hours at overtime rate except for deployment travel days. Deployment travel days will be paid at an hour for hour at overtime rate. The rate will be at two (2) times the base hourly rate for each hour worked up to the 16 (sixteen) hour minimum.
 - B. The CITY Fire Department Employee will not be allowed to accrue Comp-Time as a means of compensation during deployment.
 - C. The CITY Fire Department employee will be paid by CITY and will retain all benefits and insurance during deployment.
 - D. CITY shall be reimbursed, through separate contract by requesting agency.
 - E. This agreement for reimbursement shall apply even where the CITY Fire Department employee is deployed as part of an apparatus crew or as a single resource.

- F. The CITY Fire Department employee shall assist CITY by providing CITY with all required documentation, statements and/or other evidence related to deployment in support of CITY's attempt to receive reimbursement by the requesting agency.

Military Leave

CITY firefighters who serve in the National Guard and other Military Reserves shall adhere to the policies contained in the CITY Personnel Policy. CITY will seek input from UNION if it determines that any changes will be made to the Military Leave Policy.

ARTICLE XXV- COMPENSATION

Section 1.

Provide compensation for paramedics as follows: The next closest pay period following:

- A. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + fifteen (15%) percent.

Section 2. Voluntary Decertification

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows their certification to lapse eight (8) years or more years after such assignment, will have their paramedic certification pay reduced in the following manner:

1. If a paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
2. If a paramedic allows their certification to lapse at the end of the normal certification period, then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

Section 3. Involuntary Decertification

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his or her decertification.

Section 4. Captain/Driver Paramedics

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain their paramedic certification the employee will receive paramedic compensation in amount not to exceed eight (8%) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than their hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8%) percent of the pay grade and step level. The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse will have their paramedic certification pay reduced in the following manner:

- 1) If a captain or driver paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
- 2) If a captain or driver paramedic allows their certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay,
- 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of this Agreement.

Section 5. Probationary Firefighters

Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to receiving paramedic pay.

Section 6. Non Discrimination

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

ARTICLE XXVI-OUT OF CLASSIFICATION WORK

Fire Personnel working out of classification will receive compensation commensurate with the position being filled, as if the promotion had been made. Move up compensation will be paid only when working out of classification eight (8) hours or more per shift. Two (2) people working out of classification per rank per shift will be allowed. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification. Inspectors working out of classification, performing duties normally assigned to the Fire Marshal, will receive compensation commensurate with the Fire Marshal position. No time minimum will be mandatory.

ARTICLE XXVII- RULES GOVERNING COMPETITIVE EXAMINATIONS, QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS AND DISCHARGE OF EMPLOYEES

The following rules and regulations governing competitive examinations, qualifications, appointments, promotions, demotions, and discharge of all employees under the fire department and any other positions not specifically listed in City Ordinance or Rule.

1. The CITY shall have sole charge of the selection of personnel for the eligibility list from which original appointments, grade and rank, promotions shall be made to all sworn positions in the Fire Department except for the Chiefs of said departments and any other positions appointed and not competed for within these rules.
2. The eligibility list for the fire department shall be kept in the custody of Human Resources.

GENERAL PROVISIONS

1. No appointment shall be made except under the laws of Idaho, the Ordinances of the City of Idaho Falls, and this contract with the UNION.
2. No person shall be eligible for appointment in the Fire Department who is not eligible to work in the United States, or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
3. No person shall be eligible for appointment in the Fire Department who has not passed their 18th birthday or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
4. All members of the Fire Department are required to give their undivided attention to their designated work and are prohibited from engaging in any other business that will interfere or conflict with their duties while members of these departments.
5. No member of the fire department will be permitted to accept gratuities or rewards of any kind.
6. Fire personnel are expected to observe the same laws that they are sworn to enforce, and no extra privileges or immunities are granted to either.

7. Violation of any of these general provisions, any City Ordinance, or department rules by any member of the fire department under these rules shall be considered cause for disciplinary action, including termination.

APPLICATIONS

1. All applicants for the positions within the fire department must be able to speak, read and write the English language, and must have a high school diploma or G.E.D. Certificate or its equivalent. In cases where special technical, professional, or scientific knowledge and experience are required, the CITY may demand certificates or competence or other proof of training and ability. All applications for examination for positions in the fire department shall be presented to the CITY on a prescribed form, giving such evidence, in the form of their knowledge, skills, abilities and other required qualifications.
2. "Job Interest Forms" will be filed with the Department of Human Resources in a manner to be determined by that office. At such time that a beginning examination is to be given, all persons having submitted an "Interest Form" will be notified of application procedures and testing dates.
3. An application that has been accepted by the Department of Human Resources shall not be returned to the applicant for any reason.
4. An incomplete or defective application shall not be accepted and shall disqualify the applicant for consideration.
5. Proof at any time produced to the CITY of behavior that would negatively impact an ability to perform the essential functions of the job by an applicant or person on the eligible list or of any false statements made by him or her in the application or in the examination or of any criminal act committed by the applicant or of dismissal for cause from public service may be deemed cause to exclude an applicant from examination and/or removal from the eligible list.
6. The CITY may secure and consider any other information as it may deem desirable for the purpose of determining whether any applicant is eligible under these rules and regulations, the Ordinances of Idaho Falls and the laws of Idaho to occupy the position applied for.

MEDICAL PHYSICAL STANDARDS

1. Applicants for original appointment in the fire departments must meet all bona fide medical and physical requirements of the appointing department, as a condition for his or her appointment with the CITY.
2. All offers of employment by the appointing officer shall be made conditional upon the issuance of a certificate by a qualified medical examiner, certifying that the appointee meets all bona fide medical and physical requirements of the appointing department. All medical examinations shall be made by a medical examiner designated by the City or experts working on behalf of the City. The results of each medical examination and each certificate shall be filed with the Department of Human Resources in compliance with HIPAA and other relevant regulations.

EXAMINATIONS

1. Examinations shall be practical in their character and shall be designed to test fairly the intelligence, competency, suitability, and character of the applicants to discharge the duties of the service for which they seek to be appointed.
2. Merit and fitness for appointment and promotions shall be determined by and upon competitive examinations. The passing grade for beginners shall be seventy percent (70%).
3. The CITY shall list preliminary requirements for examinations.
4. Actual conduct of every examination shall be under the direction of the City or experts acting on authority of the City. The City shall in the examinations give such relative importance to the different subjects or matters of examination, whether written or physical or to experience, occupation or training as it deems fit. At or before the commencement of every examination the weight to be given every section included in the examination shall be determined. The time to be allowed for each examination also will be announced.
5. Oral examinations or special practical tests of fitness for the particular positions in the fire department may be ordered by the CITY.
6. Entry level examinations for the fire department shall be given as the service may require. The CITY will notify entry level applicants, whose applications have been filed to appear for any examination by giving the applicant at least ten (10) days' notice. Entry level examination notices shall also be posted to the Department of Human Resources web page and published once in a newspaper of general circulation at least (10) days prior to the date of the examination .
7. Applicants for appointment are subject to written and oral examinations. Applicants with eligible written exam scores will be notified and advised to participate in a non-discriminatory assessment. In addition to physical agility assessments, eligible applicants will appear for oral interviews or other exams.
8. Physical examinations may be made by a physician or health care provider designated by the CITY only after a conditional offer of employment has been made to the applicant. Such examination shall demonstrate the applicant is of sound health and physically able to perform the essential functions of the position to which he or she seeks appointment.
9. Instructions and rules governing examinations will be explained to candidates prior to the start of test by the chief examiner or test proctor. Candidates who fail to follow examination rules and instructions given at the time of the exam will not be allowed to complete the testing process. In addition to any verbal instructions given at the time of the exam, the following rules will govern all examinations.
 - a. Applicants will carefully read any printed rules distributed at the time of the exam and/or listen closely to any verbal instructions. Applicants will be bound by any written and verbal rules or instructions given prior to the date of the exam or immediately preceding the commencement of the exam.

- b. Applicants will examine the question and answer sheets when received and verify that they are in proper order; applicants will be held responsible for all errors and omissions therein.
 - c. Prior to leaving his or her desk, all applicants shall turn in any examination papers to the exam administrator, and the applicant shall forfeit the right to modify or complete any portion of the examination after submission unless the applicant can demonstrate a bona fide medical or other emergency involving extreme risk to life or limb. Reasonable accommodation shall be made for any disability, provided such disability is made known to the examiner prior to the commencement of the examination.
 - d. All answers must be written on paper furnished for that purpose by the examiner or by other means as instructed by the examiner.
 - e. No pencil work will be allowed on the examination books unless instructed to do so. Pencil and scratch paper may be used if supplied by the examiner; used scratch paper must be turned in with the examination paper.
 - f. No help will be allowed except such as appears on the question sheets or in the instructions given to applicants.
 - g. Any applicant who may be detected cheating by consulting any printed or written matter during the examination will be dismissed from the room and receive a failing score. All conversation between competitors during any examination is strictly prohibited. Any applicant speaking to a competitor on any pretense or answering if spoken to will be dismissed from the room and receive a failing score.
 - h. It is absolutely forbidden to copy or attempt to read the sheet of another or to make any sign or in any manner seek to impart or receive any information during an examination, under penalty of dismissal from the room and receipt of a failing score.
 - i. All necessary explanations will be made, when practicable, to the whole number of competitors.
 - j. All examination papers must be handed in together with the answers when the examination is completed and must not be taken from the room.
 - k. Smoking shall not be permitted during the examination.
10. The CITY may after delivery of notice to the applicants in the manner set forth in paragraph 6 of this Rule, require an oral examination by subject matter experts of eligible applicants who successfully pass the written examination. The score of the oral examination will be determined by the chief examiner or CITY based upon the statements made by the applicants regarding their knowledge, skills and abilities for the position or other job related questions that may be given to the applicants. The opinion of the former employers associates and others may be sought and their statements investigated.

11. Participants in the physical agility exam and oral exam will be limited to the number of candidates agreed upon by the Chief of the department. The number of candidates may be limited to thirty (30) candidates based on the rank of the written examination scores, absent exigent circumstances.
12. The general average will be determined upon the score obtained in the written, oral examinations, and physical agility examinations. As described in paragraph 4 of this Rule, the actual weight to be assigned to each examination will be determined by the City.

ELIGIBILITY LIST

1. The CITY shall keep records of all applicants who are placed on the eligible list, which records shall show the results of the examination of each applicant and show such other data as shall indicate the relative qualifications of all applicants upon such list. All persons who have been on the eligible list for one (1) year without appointment or promotion in grade, who shall refuse a tendered appointment, or who have requested removal from such list shall be removed from the eligible list and can only be returned thereto after reapplication and re-examination. An applicant may sit for one or more written examinations; however, the applicants' eligibility for appointment shall be determined by reference to the most recent score.
2. The names of all eligible candidates shall be placed on the eligible list in the order of their standing in the examination. The CITY reserves the right to announce additional testing dates if needed to generate a viable list of eligible candidates for consideration. Against each name shall be noted the date of the examination, the date on which the name was entered on the list and the average rating.
3. When two (2) or more entry level eligible candidates have received the same average rating, they shall hold the same ranking on the eligible list.
4. The entry level eligible list shall show the persons eligible for positions in each classification.
5. Applicants may be enrolled on the eligible list for more than one position.
6. Applicants, whose names are placed on the eligible list, shall notify the CITY of any change of address while their names remain on such list.
7. Applicants whose names are on the eligible list may accept temporary appointment under another classification without losing their position upon the eligible list.
8. Where an examination for any grade is held before the eligible list for that grade is exhausted, a new list shall be prepared after such examination. The persons upon the former eligible list who have not been examined for the new eligible list shall respectively be placed upon the new eligible list in the position to which the percentage of their aggregate marking upon their former examinations would entitle them if such marking had instead been given them upon the new examination and shall continue thereon until the end of their term of eligibility. The CITY shall have the discretion whenever in its judgment the interest of the public service requires, to order a reexamination of applicants for any position and shall have power to correct any error and amend

or revoke any schedule, list or other paper or record where it appears that any error or injustice has been done; or where any person whose name appears on an eligible list has for any reason become ineligible or no longer possesses the necessary qualifications for appointment to the public service, to strike such name from such list.

CERTIFICATION AND APPOINTMENTS

1. Whenever a position or place of employment or vacancy in the fire department is to be filled, the appointing authority shall request and the Department of Human Resources shall certify to the appointing authority as soon as possible after such request, from the eligible list the names and records of three times the number of persons necessary to fill such position based on their ranked scores. If two or more candidates have identical rankings, then all candidates ranked within the top three scores will be certified to the appointing authority. In all cases the names of those having the highest standing on the eligible list shall be certified to the appointing authority, provided, however, that if an insufficient number of names appear on said eligible list at such time, the Department of Human Resources shall certify all names thereon. The appointing authority shall make appointments only from the lists so certified and preference shall be given, from among those certified, to persons who are then employed in the class or grade next below the position filled, if applicable.
2. The requisition shall state the title, character and duties of the position, the compensation to be paid and whether the position is permanent or temporary.
3. Upon receipt of the requisition the Department of Human Resources shall certify to the appointing officer names of candidates having the three highest ratings on the eligible list most nearly appropriate to such position, provided that no name shall be certified more than three (3) times to the same appointing officer for the same or a similar position except at the officer's request. The certificate shall state the relative standing of each person certified and their contact information.
4. The appointing officer shall make selection from the names certified; the appointing officer may request replacement names in the order of ranking on the eligible list if he or she can show evidence that any certified names do not meet the eligibility criteria of the department.
5. Whenever the appointing officer, who shall have made a requisition to fill a certain number of vacancies, shall appoint a number smaller than the vacancies named he shall not make selection from the whole number certified but only from the number of names standing highest upon the list that would have been certified had the requisition stated the number of vacancies which were actually filled.
6. Upon appointment and employment, the appointing officer shall report to the Department of Human Resources the name of such appointee, the title and duties of the position, the date of the commencement of service and the salary thereof and such other information as required.
7. The person selected for appointment or promotion shall be duly notified by the appointing officer and upon accepting and reporting for duty, shall receive from such officer an appointment for a

probationary period of twelve months, provided the applicant meets ability and other requirements determined by the department essential to the position held.

8. Should the work for which a probationer has been certified prove temporary, and he/she is laid off without fault or delinquency on his/her part before his/ her time of probation is completed his/her name shall be restored to its position on the eligible list and the term he/she served shall be credited on his/her probationary period.
9. The name of any person certified as eligible for probationary appointment who shall decline an appointment shall be stricken from the list from which such certification is made, unless such declination be for temporary inability, physical or otherwise, the evidence of which must be acceptable to and approved by the Department of Human Resources.
10. The failure of an eligible to accept employment within five (5) days after an offer of appointment shall be considered a declination.
11. On notification from an appointing authority that a person named in a certification has declined appointment, such certificate shall be completed by the addition of the name of the eligible next in order.
12. If a person who is not entitled to certification is appointed, his/her appointment upon due notification from the Human Resources Department to the appointing authority shall be revoked.
13. Whenever the CITY has been unable to establish an appropriate and adequate eligible list or after such notice as it may deem desirable is of the opinion that an eligible list cannot be created through giving competitive examination, it may permit a permanent appointment to be made by the appointing authority subject to such of these rules and regulations and the person so appointed shall occupy the position to which he was appointed with like effect as if he had otherwise qualified hereunder.
14. All persons appointed to or promoted in the fire department shall be assigned to and perform the duties of the position to which they are appointed or promoted.
15. Applicants who have had two (2) years' comparable experience as a public safety officer in a comparable city may enter the service in the grade of Senior Firefighter, provided they meet requirements of the CITY and standards of the Idaho Falls Fire Department. A comparable city shall be considered a city with a Fire Department with the standards comparable to Idaho Falls Fire Department. The decision of which cities or agencies are comparable with the Idaho Falls Fire Department will be made by the Chief of the Department when hiring applicants with two (2) or more years of experience.
16. Any applicant who, while employed as a Firefighter in good standing, voluntarily terminated his or her employment with the City of Idaho Falls may upon written request to and approval from the appointing Chief and in accordance with the Rules of the CITY and this agreement, be rehired without taking an examination provided:
 - a. The applicant is otherwise qualified for the position; and

- b. The request does not displace another firefighter.

SUBJECTS FOR DISCIPLINARY ACTION OR DISMISSAL

1. All appointments to positions of employment under the fire department shall be upon a probationary basis for a period of twelve (12) consecutive months of full- time employment within the department in the same or higher grade. During said probationary period such employee may be discharged with or without cause, without recourse under these rules. After such period of probation, all employees shall hold an office or place of employment, only during good behavior and continued acceptable performance standards, and any such employee may be removed or discharged, suspended without pay, demoted, reduced in rank, or deprived of special privileges or assessed special duty for the following reasons.
 - a. Incompetency, inefficiency, inattention to or dereliction of duty.
 - b. Dishonesty, insubordination, harassment, or lack of professionalism directed towards patrons and or fellow employees or members of the public occurring in the course of duty; or any other willful failure on the part of the employee to properly conduct him/herself, or any willful violation of the provisions of this act or the rules and regulations to be adopted hereunder.
 - c. An inability to perform the essential functions of the job with or without accommodation or loss of any other bona fide occupational qualification required for such place of employment.
 - d. Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such extent that the use thereof interferes with the performance or mental or physical fitness of the employee or of the work of such employee or which precludes the employee from properly performing the essential functions and duties of such position.
 - e. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
 - f. Any other act of failure to act which in the judgment of the appointing authority is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.
 - g. Violations of any of the rules and regulations formulated by the Chief of the department or rules promulgated by the City of Idaho Falls, that relate to conduct required of all city personnel.
2. Progressive Discipline
 - a. Purpose - The purpose of this rule is to provide a uniform standard for disciplinary actions to be used by company and chief officers.
 - b. Scope - This policy applies to all members of the Idaho Falls Fire Department.

- c. Responsibilities - It is the responsibility of supervising officers in the Idaho Falls Fire Department to help their subordinates to be successful in their duties through coaching, mentoring, and disciplining when necessary. If an issue is raised to the level of time off without pay or above, the Chief of Department and HR should be notified. It is important that the supervising officer document each step appropriately. If a Work Improvement Plan is issued to a subordinate, the officer should consider issuing a Removal From Work Improvement Plan when and if appropriate.
- d. Procedures - Progressive discipline is a process for addressing employee poor performance or inappropriate behaviors so that the severity of the discipline increases with the continuance of the performance or behavioral issue. It provides an opportunity for motivated employees to immediately correct an issue before it becomes too severe, and provides CITY with performance related documentation. It is generally recommended that the progressive discipline process include:
 - i. Step 1 - Informal verbal coaching and counseling
 - ii. Step 2 - Formal verbal reprimand
 - iii. Step 3 - Formal written reprimand (the Chief of Department's office must be notified after this step by the company officer giving the reprimand)
 - iv. Step 4 - Time off without pay with accompanying Work Improvement Plan
 - v. Step 5 - Demotion (temporary or permanent)
 - vi. Step 6 - Termination

JOB CLASSIFICATIONS OF THE FIRE DEPARTMENT

The following constitutes the classification of jobs in the Idaho Falls Fire Department, as well as the line of promotion, together with the length of service required in each classification before a member shall be permitted to participate in the promotional examination of other positions. Job descriptions that describe the essential functions of each classification will be maintained by the Division of Human Resources.

1. All new firefighters shall serve a probationary period of twelve (12) months. If after six (6) months, proper attitude and aptitude for the work is shown, the Firefighter will then advance to Firefighter 2nd Class. After six (6) months in the position of Firefighter 2nd Class the Firefighter will have served the probation period and will advance to the rank of Firefighter 1st Class. After one (1) year in the rank of Firefighter 1st Class, the Firefighter automatically advances to the rank of Senior Firefighter. A person qualifying for appointment as a Senior Firefighter as described in these rules must still satisfactorily complete a twelve (12) month probationary period.
2. A Firefighter must have served two (2) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Driver-Pump Operator.
3. To aid in the consistent and efficient operation of the Idaho Falls Fire Department a task book system shall be maintained to identify core performance standards of the various positions in the

Idaho Falls Fire Department. The Task Book system has been developed with input from the Union. Members who desire to move-up to Driver/Operator, Captain Firefighter, and Battalion Chief must first complete their respective Position Task Book. Task books must be completed for the desired position prior to sitting for a promotional exam.

4. A Firefighter must have served two (2) years as a Driver or four (4) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Captain.
5. The position of Inspector, Training Officer, and Logistics Officer is open by administrative appointment without examination to any member of the Fire Department holding the rank of Senior Firefighter or higher. If no member of the Department holding such rank desires appointment as an Inspector, then the position may be filled by administrative appointment without examination by any of the following persons:
 - a. Any member of the Fire Department, or
 - b. Any person who has held the rank of Senior Firefighter or higher or any other rank equivalent thereto, within the past four (4) years at any other fire department, fire district, or governmental agency.
6. The position of Fire Marshal, Division Chief, Battalion Chief and Deputy Chief is recognized as an executive administrative position and is not in the UNION or represented by the UNION. Therefore, persons filling such positions shall be selected by the Fire Chief and confirmed by the Mayor. Any persons so appointed shall retain his or her previous position at the time of appointment. If, for any reason other than misconduct, such person loses his or her appointed position, he or she will immediately assume the previous position held at the time of appointment.

MERIT SYSTEM

1. The Chief of the fire department shall maintain a uniform system of evaluating employees' performance. These evaluations will have an impact on promotions of employees during promotional examination processes.
2. The UNION must be advised of the merit system used, and an outline of it made available to the UNION upon request.

PROMOTIONS

1. Promotions in the fire department shall be upon ascertained job performance and competitive examinations. In order to be eligible to take a promotional exam, a candidate must meet the job requirements for the Position being tested for. All candidates for the promotional position must meet the job requirements for time in grade for the position during the Testing Cycle. Promotional exams for Driver/Operator and Captain will be offered on an annual basis in the month of May. Candidates will not be eligible for Promotion until the time requirements for the position have been met. A written examination may be given as often as needed as determined by the Chief in order to establish a viable eligible list in the selection process. If an additional exam is given beyond the annual exam in May, a ninety (90) day notice will be given. A minimum written test score appropriate for each examination will be determined and announced at least ten

(10) days prior to the examination date. Notice of the availability of openings for promotions shall be posted on the Department of Human Resources web page at least ten (10) days prior to the date upon which the written examination shall be conducted. The Chief of the department shall have the authority to assign any employee of the department to the different classes within the department, and he/she may change any such assignment whenever, in the opinion, the good of the service shall so require.

2. Grades for promotional placement will be based upon written examinations, an assessment process as designed by the Chief of the Department, and staff evaluations. The weight to be given the grades in each area will be determined by the Chief of the department and announced at least ten (10) days prior to the date upon which the examination is given.
3. Where two (2) or more applicants for promotional certification receive identical grades, their ranking on the eligible list shall be determined by seniority.
4. The total number of persons allowed to participate in the department assessment process shall be determined in advance by the chief of the department. If there are more applicants than the number of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.
5. All regulations in rules V, VI, and VII of the Rules governing Examinations, Certifications, and Eligibility apply to promotional examinations except where they may be in conflict with the rules of this particular section.

ARTICLE XXVIII- SAVING CLAUSE

If any portion of this Agreement should be declared inoperative or unconstitutional. The remainder of the Agreement shall remain unchanged and in full force and effect.

ARTICLE XXIX- EFFECTIVE DATES AND DURATION OF AGREEMENT

This Agreement, including Appendix “A” and “B”, shall become effective upon the date that CITY's representatives and UNION's representatives both signs this Agreement and shall remain in full force and effect until 12:00 midnight, April 30, 2022, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by CITY.

This writing evidences the final and complete Agreement between the parties in regard to this subject matter and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix “A” and “B”.

For: THE CITY OF IDAHO FALLS

**For: LOCAL UNION NO. 1565
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

MAYOR

PRESIDENT

MUNICIPAL SERVICES DIRECTOR

VICE PRESIDENT

HUMAN RESOURCES DIRECTOR

SECRETARY/TREASURER

FIRE CHIEF

EXECUTIVE COMMITTEE

DATED

APPENDIX A- FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY
EFFECTIVE OCT 1, 2021

A. SALARY SCHEDULE

The attached table, entitled "City of Idaho Falls Fire Department Pay Grades" is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps. In the event that the City Council approves any general pay increases for the City's non-union employees before 12:00 midnight, April 30, 2021, the attached table shall be adjusted so that the members of the Union shall receive the same other general pay increase as the City's non-union employees.

B. ADMINISTRATION OF THE PAY PLAN

The following provisions shall govern the administration of the pay plan.

1. Salary on Employment

- a. Placement to any position in any pay grade shall normally be made at the first step for the pay grade. Higher step placement may be effectuated commensurate with the applicant's qualifications as determined by the Department Director and the Municipal Services Director.
- b. A person who was previously employed by the City of Idaho Falls and is rehired shall start in the pay grade and step level as any other new hire, unless the person's qualifications justify higher step level placement as determined by the Department Director and Municipal Services Director.

2. Salary Step Advancement

- a. Advancement to the next step in the salary schedule may be awarded to an employee upon a supervisory evaluation indicating adequate performance, and after completion of the necessary service requirement. Department Directors have the option of holding an employee in a step level should the employee's work performance and attitude so dictate.
- b. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- c. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

An employee who is promoted to a higher classification shall be placed in the appropriate pay grade and at a step level rate of pay, which most closely corresponds to but is higher than the step level rate of pay assigned to the employee prior to promotion. In no event shall the step level rate of pay be equal to or lower than the step level rate of pay prior to promotion. The effective date of promotion becomes the new title classification anniversary date.

4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Department Director and the Municipal Services Director. The effective date of demotion becomes the new title classification anniversary date.

5. Salary on Transfer

An employee transferred from one position to another in a classification to which the same pay grade is applicable shall continue to receive the same step level rate of pay and the effective date of transfer becomes the new title classification anniversary date. An employee transferred to a lower classification shall be placed in the appropriate pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to the transfer, as determined by the Department Director and the Municipal Services Director.

6. Salary on Position Reclassification

An employee whose position is reclassified by the Department Directors from one pay grade to another shall continue to receive the same compensation until he/she reaches the next pay period after the effective date, at which time he/she shall be placed in the approved pay grade and step level.

If the position is classified to a lower classification the employee will remain at their current hourly rate until such time as the grade and step to which they are reclassified exceeds the current hourly rate at which time they will be eligible to receive a pay increase.

7. Job Descriptions

Every regular position of employment by the City of Idaho Falls shall have a job description. As and when new positions of employment are created, or existing classifications are re-evaluated, the Department of Human Resources, with the assistance of, and in collaboration with, the appropriate Department Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Department Directors and incorporated into the comprehensive salary plan.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:
 - a. An outline of the classification arranged within the appropriate pay grade schedule.
 - b. Position descriptions for positions within the classified program indicating the title and descriptive information concerning duties, responsibilities, and other employment requirements and standards in such form as the Department of Human Resources may prescribe.

PAY GRADE	RANK
10	Senior Firefighter
11	Driver
12	Fire Inspector I
13	Fire Inspector II Captain

D. SPECIALTY PAY

Each employee is to be paid an additional \$25 per month per team on each team for which they qualify, not to exceed three (3) teams.

Each Specialty Team Member shall be required to meet requirements as set forth by Department policy.

Specialty Pay Teams:

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator
- ARFF

E. SPANISH SPEAKING EMPLOYEES

Each employee qualifying as fluent in the Spanish Language shall be paid an additional three (3%) percent to their annual base pay not including longevity pay.

F. LONG TERM DISABILITY INSURANCE AND MEDICAL EXPENSE
REIMBURSEMENT PLAN

The CITY shall pay Three Thousand Six Hundred Ninety-Seven Dollars and Fifty-Six Cents (\$3,697.56) a month for a Long-Term Disability Policy to cover UNION members. The Long-Term Disability Policy shall be through DiMartino Associates.

CITY OF IDAHO FALLS FIRE DEPARTMENT
2021-2022
EFFECTIVE DATE: OCTOBER 1, 2021

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Probationary Firefighter 2,912 hours	12 15.05	*	12 *	12 *	18 *	18 *	24 *	24 *	36 *	36 *	48 *
Firefighter - 2nd Class 2,912 hours	15.49	*	*	*	*	*	*	*	*	*	*
Firefighter - 1st Class 2,912 hours	16.04	*	*	*	*	*	*	*	*	*	*
Senior Firefighter 2,912 hours (Pay Grade 10/30)	17.65	18.42	19.31	20.29	21.17	21.66	22.29	22.77	23.33	23.85	24.26
Driver 2,912 hours (Pay Grade 11/31)	19.31	20.29	21.17	22.29	23.33	23.85	24.44	25.01	25.66	26.20	26.61
Fire Inspector I 2,080 hours (Pay Grade 12/42)	29.62	31.14	32.63	34.18	35.90	36.78	37.59	38.67	39.72	40.70	41.24
Fire Inspector II 2,080 hours (Pay Grade 13/53)	32.46	34.08	35.71	37.57	39.60	40.58	41.51	42.51	43.54	44.63	45.50
Fire Captain 2,912 hours (Pay Grade 13/52)	23.19	24.35	25.51	26.84	28.30	28.99	29.66	30.37	31.10	31.88	32.51
Fire Battalion Chief 2,912 hours (Pay Grade 14/54)	25.20	26.50	27.94	29.28	30.73	31.49	32.23	33.09	33.88	34.61	35.30

APPENDIX B- LONGEVITY PROGRAM SCHEDULE EFFECTIVE OCTOBER 1, 2021

- A. Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
- B. Any staff currently receiving longevity benefits will continue to receive his or her accumulated longevity including any approved COLA adjustment. Longevity accumulation will be at as specified on the attached table titled “City of Idaho Falls Fire Department Longevity” until he or she reaches the maximum annual longevity benefit of \$2845.00
- C. The longevity increments will continue to be based on the individual Firefighter's anniversary date.

CITY OF IDAHO FALLS FIRE DEPARTMENT LONGEVITY
EFFECTIVE DATE: OCTOBER 1, 2021

Year	Total Longevity	2912 Hourly Amount	2080 Hourly Amount
1st Year	Not Eligible	-	-
2nd Year	Not Eligible	-	-
3rd Year	Not Eligible	-	-
4th Year	706.00	0.25	0.35
5th Year	1,011.00	0.36	0.50
6th Year	1,317.00	0.46	0.64
7th Year	1,623.00	0.57	0.79
8th Year	1,928.00	0.67	0.93
9th Year	2,243.00	0.78	1.08
10th Year	2,539.00	0.88	1.23
11th Year	2,845.00	0.98	1.37

APPENDIX C - TRAVEL POLICY AND EXPENSE FORM

AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION
LOCAL NO. 1565

May 2021 through April 2022



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**AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565**

This Agreement is between the CITY OF IDAHO FALLS, IDAHO (hereinafter referred to as "CITY"), a municipal corporation of the State of Idaho and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as "UNION"). It contains the entire Agreement between the parties on these subject matters, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

ARTICLE I - PURPOSE

Section 1. General Purpose

The purpose of this Agreement is to increase the general efficiency in the Fire Department, and maintain harmonious relations between the Fire Department and its personnel, to promote the morale, and protect the rights, well-being and security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

Section 2. Public Employees

The Fire Department and the individual members of the UNION are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

Section 3. Equal Employment

There shall be no discrimination between employees of this bargaining unit and CITY and neither shall a non-union member be discriminated against by UNION or CITY with respect to any condition of employment because of membership or non-membership in UNION or because of sex, race, color, religion, national origin, or rank.

ARTICLE II - RECOGNITION

CITY recognizes UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty, and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, Battalion Chiefs, the Public Information Officer and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, or Battalion Chiefs from voluntarily maintaining UNION membership.

ARTICLE III – MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency;
10. Promotions will be made fairly and in accordance with this Agreement.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and /or guide lines shall be maintained. A copy shall be kept electronically and shall be available on the fire server. Proposed changes shall be presented in writing to UNION prior to implementation.

ARTICLE IV - TIME OFF FOR UNION BUSINESS

Time off with pay shall be granted to members of UNION Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management, required P.F.F.I. meetings or required Pension Meetings, when meetings fall on employee's scheduled work shift. ~~Two (2)~~ **Three (3)** personnel per shift will be guaranteed time off for the spring P.F.F.I. convention in Boise and one (1) Fire Prevention Bureau Representative. Requests for time off for UNION business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for ~~two (2)~~ **four (4)** employees for two (2) additional UNION functions; other requests will be considered as travel status requests and granted following UNION contract and minimum manning guidelines. Meetings shall be scheduled as equally as possible between the three (3) battalion at the convenience of both parties.

ARTICLE V - CHECK OFF

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, CITY agrees to deduct the regular monthly dues of such employee from the employee's pay and deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by UNION President. UNION will notify CITY in writing of the exact amount of such regular Membership Dues to be deducted. UNION agrees to hold CITY harmless against any and all claims, suits, orders, or judgments brought or issued against CITY as a result of any action taken or not taken by CITY under the provisions of this article.

ARTICLE VI - SENIORITY LIST

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall ~~be brought up to date on January 1 of each year~~ be updated with any change in ranking or promotion and immediately posted electronically thereafter on the Fire Department common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the UNION or to the UNION Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Driver, Paramedic, Firefighter, and Inspector.

ARTICLE VII - PERSONNEL REDUCTION

Section 1.

In case City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 2.

An employee whose job has been eliminated may revert to next lower job classification held. If an employee's movement creates excess personnel in the employee's new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

Section 3.

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing CITY with an address and phone number where the employee can be contacted and meeting all department physical standards. When CITY recalls an employee under this provision those employees are not required to retest.

ARTICLE VIII - HOURS OF DUTY

Section 1.

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours. **Shift firefighters shall be paid upon this average and receive regular bi-weekly pay periods of one hundred twelve (112) hours.** A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00a.m. Each Firefighter shall be all owed one (1) Kelly Day each nineteen (19) scheduled shifts. This Kelly Day schedule will begin with the new FLSA cycle on January 14, 2017. The Kelly Day schedule will be adjusted when needed to avoid having three (3) or more Fire Division personnel assigned to a Kelly Day.

Section 2.

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

Section 3.

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked. Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime ("OT"). Compensatory Time would be used following the current comp time use policy. Overtime for forty (40) hour per week employees shall be paid at the rate of one and one-half (1.5) times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to a qualified retirement plan.

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes, holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (0.5) hour. Cal l back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours offered shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated hours offered, except in emergency situations. The program on the computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over one hundred (100) miles one-way.

No firefighter shall be allowed to have two (2) Kelly Days within one (1) FLSA work cycle.

In consideration for the travel time to and from the Swan Valley assignment, personnel working the assignment will be given an additional hour straight time each way or two (2) hours per forty-eight (48) hour shift. Personnel working the Swan Valley assignment shall report to Station 2 at 7:00 a.m. and use a staff vehicle to travel between Station 2 and Swan Valley.

Idaho State University Paramedic Program: Employees working as lab instructors for the ISU Paramedic Program will be compensated by the City at the rate of two (2) times the employee's base hourly rate for scheduled lab instruction time.

Section 4.

Firefighters attending classes that are deemed essential by the firefighter's job description, but not mandatory to the Fire Department, may qualify for compensation time (comp-time). Comp-time will be accrued at one and one-half (1.5) time that was spent at qualifying classes. Comp-time may be accumulated up to four hundred eighty (480) hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Sections 2 and 3. Comp-time earned in excess of four hundred eighty (480) hours will be paid as overtime.

ARTICLE IX- SALARIES

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department provided that, in the event that the City Council approves any general pay increase for the City's non-union employees before 12:00 midnight, April 30, 2021, the schedule of salaries contained in Appendix "A" shall be adjusted so that the members of the UNION shall receive the same other general pay increase as the City's non-union employees.

ARTICLE X - HOLIDAY PAY

All shift firefighters are to be paid for eighty-eight (88) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November. Firefighters who are currently employed on the second payday in November shall receive the holiday pay under this Article, regardless of length of the firefighter's employment with City.

ARTICLE XI- LONGEVITY

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

ARTICLE XII - CLOTHING ALLOWANCE

Section 1.

Each eligible firefighter shall receive a uniform allowance of nine hundred sixty six dollars and seventy two cents (\$966.72) per budget year, to be paid twice a year in equal installments to firefighters employed at the time of each payment. A new employee to the Fire Department will be issued their total uniform allowance on the payday following the first full pay period they are employed. The new employee will then forfeit the next two (2) regularly scheduled uniform allowances.

ARTICLE XIII - PROTECTIVE CLOTHING

In addition to the above uniform allowance, CITY agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. UNION recognizes that title to such items furnished remains with CITY.

~~The CITY will specifically provide two (2) pairs of Uniform/PPE pants each year to every firefighter. Uniform/PPE pants will be replaced on a fair wear and tear basis. If a pant is damaged during the course of regular work, it will be immediately replaced by the CITY.~~

ARTICLE XIV - EMPLOYEE BENEFITS

Section 1.

All benefits and obligations shall be as set forth in the Personnel Policy and by reference each is incorporated herein and is made part of this Agreement.

Section 2.

The conditions, rules and regulations of such benefits as may be established by CITY shall determine all questions arising thereunder. CITY will make detailed information concerning the provisions of such benefits available to the employees. CITY agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

Section 3.

CITY reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

Section 4.

CITY agrees to provide ~~one thousand four hundred forty two dollars (\$1,442)~~ **two thousand one hundred and ninety two dollars (\$2,192)** per year per station for departmental physical fitness equipment to be used for physical fitness program.

~~Section 5.~~

~~CITY agrees to provide off street parking from 5:30 p.m. to 7:30 a.m. at Station No. 1. CITY agrees to provide off street parking for emergency call backs, providing there is not adequate time to locate other parking. This parking may be altered or canceled if CITY should need the parking area for CITY vehicles.~~

Section ~~6~~5.

CITY and UNION will work together to administer a joint wellness/fitness program by adopting the current NFPA 1582 Standard. Included in this program will be an annual CITY physician's physical evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the Fire Department will receive a physical based on the NFPA 1582 standard as well. The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce CITY expense pertaining to occupational injuries.

Section ~~7~~6.

CITY offers a comprehensive medical benefits plan through Blue Cross of Idaho. The plan for 2020/2021 includes both a PPO and HSA program. See attached exhibit for 2020/2021 Plan.

For those employees who sign up for the high deductible health plan with the health savings account, CITY will contribute \$1,750, pro-rated, to the employee's health savings account for the 2020/2021 Plan Year.

Both parties recognize the benefits of the CITY's medical benefits plan are subject to change because the timing for this Agreement's negotiations and the finalization of the CITY's insurance plan are not synchronized. In the event that the City's medical benefits plan changes before April 30, 2021 UNION members shall receive the same Health Benefit Package as non-union employees. After the CITY receives the annual notice from Blue Cross or the CITY's third-party administrator of the finalized medical plan, the CITY shall inform the UNION in writing within ten (10) business days of receipt and of ALL changes contained within the plan. If the finalized medical benefits plan contains material or substantive changes, the PARTIES agree to meet to reopen negotiation of this Agreement only to discuss the medical benefits plan changes as soon as possible. Either party may request, in writing, reopening negotiations to address a material or substantive change in the medical plan within thirty (30) days of the CITY's notice of changes. If neither party requests reopening, in writing, within thirty (30) days, the changes shall be considered unsubstantial. The UNION will give CITY thirty (30) day notice to negotiate if UNION intends to change insurance programs.

Section ~~8~~7.

Employees working a forty (40) hour work week shall accrue 3.69 hours of Sick Leave per pay period which totals ninety-six (96) hours per year. Sick leave may accrue up to a maximum of 2,080 hours total. Employees working shift work will accrue ~~six (6) hours~~ 5.54 hours of Sick Leave per pay period which totals one hundred forty-four (144) hours per year. Sick leave may accrue up to a maximum of

2,912 hours total. Upon meeting the requirements of retirement, age fifty (50) or PERSI Rule of 80, employees may sell unused sick leave. The total amount of sick leave sold will be calculated as follows:

- ~~• For forty (40) hour workweek employees, they will have four hundred eighty (480) hours subtracted and will receive forty percent (40%) of the remainder to be deposited in their PERSI Choice account or be converted to cash.~~
- ~~• For shift employees, they will have seven hundred twenty (720) hours subtracted and will receive forty percent (40%) of the remainder to be deposited in their PERSI Choice account or be converted to cash.~~
- Employees with five (5) or more years of service may choose to convert sick leave annually into a qualifying deferred compensation plan, transfer hours to vacation hours, or cash out hours. Annual selection to convert sick leave must be made between April 1st and April 30th and shall be converted in the October of the same year. For forty (40) hour workweek employees a balance of at least 160 hours must be left in the employee's sick leave bank. For shift firefighters (56) hour workweek employees a balance of at least 224 hours must be left in the employee's sick leave bank. Sick leave will be converted/cashed out at 33% of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.

If the employee meets the requirements for PERSI retirement, one-third (33%) of the sick leave balance maybe deposited into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), HRA-Veba, or be converted to cash.

Upon the death of an active employee, sick leave benefits will be paid 100% to the employee's estate, in the form of cash.

Section 9.8.

The CITY agrees to issue credit cards to UNION Members to be used for classes, conferences, courses, meetings, inspections, evaluations, and wildland deployments. UNION Members agree to follow the CITY Travel Policy that is in effect as of 04/04/2018.

As per the CITY Travel Policy, the UNION Member shall complete a Travel Expense Form with supporting documents for reconciliation to Fire Administration for submission to Municipal Services within ten (10) CITY working days of travel completion. After the ten (10) CITY day submission timeframe, the CITY agrees to reimburse UNION Members within fifteen (15) CITY days for travel, training, ambulance transport, wildland deployment, or paramedic tuition.

Section 10.9.

All CITY Fire Department Employees shall follow all injury reporting requirements and conditions in accordance with the CITY Personnel Policy Occupational Injury Section XXII.

The CITY Fire Department may require the City Fire Department Employee, who have been diagnosed with a work-related illness or injury to report to work in a Light-Duty capacity. This requires a signed Medical Release Form from a licensed medical provider listing any work restrictions.

The CITY Fire Department defines Light-Duty as a place whereas a CITY Fire Department Employee is allowed to work within the limits of their Medical Release Form restrictions. Light- Duty is temporary and must meet the needs of the CITY Fire Department. All CITY Fire Department Employees are to maintain their professional certifications within the limits of their restrictions whenever possible.

The CITY Fire Department Employee who is injured while On-Duty and no work restrictions are noted on Medical Release Form, shall report back to the immediate Supervisor and return to their previously assigned position. If work restrictions are listed on the Medical Release Form, the Employee shall report back to the immediate Supervisor and then to the Battalion Chief to work as their AID. The Employee will continue to work as a Battalion Chief Aid for the duration of their multiple shift assignments or until the first business day of the week is reached. Then, the Employee will report to Admin Deputy Chief at 0800 to be assigned a Light-Duty Supervisor. After a discussion, the Employee's work schedule will be assigned by a Light-Duty Supervisor of either four (10-hour days) or if necessary five (8-hour days) but not to include any overtime assignments. Short term Light-Duty not to exceed 112 hours and long term converted Light-Duty not to exceed 80 hours per pay period. The CITY Fire Department will allow follow-up medical appointments with no charge to Sick Leave accrual.

The CITY Fire Department Employee who is injured while Off-Duty and has work restrictions listed on the Medical Release Form may request Light-Duty. If desired, the Employee will submit a written request and the Medical Release Form to Admin Deputy Chief for the possible assignment to Light-Duty. Off-Duty Light-Duty is not guaranteed and is managed on a case-by- case basis as restrictions and availability permit. The CITY Fire Department Employee shall use Sick Leave for any follow-up medical appointments while on Off-Duty Light-Duty.

Section ~~4~~10.

The CITY will provide TVs and barbeques at each station for use by UNION members. CITY will gain ownership of existing TVs and barbeques. **The CITY will pay for the use of propane in the barbeques and refill of cylinders.** CITY will replace or repair TVs and barbeques as needed. ~~Beginning October 2018, the CITY will pay the annual cost for cable TV at each station. The CITY will pay for the use of propane in the barbeques.~~ **Beginning October 2021, the CITY will provide TV services to each station that will be similar to current services. (2021 Direct TV business Xtra package or equivalent from another vendor)**

ARTICLE XV- MISSION STATEMENT

The Idaho Falls Fire Department is committed to providing Professional Life Saving Services ensuring the safety and security of our community.

ARTICLE XVI - CORRESPONDENCE

Section 1. Respond in Ten (10) Days

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of weekends and holidays, from date such correspondence is received.

Section 2. Waiver in Case of Emergency

In cases of circumstances beyond the control of CITY, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from UNION.

1. Time limits for management replies on grievances and correspondence.
2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

ARTICLE XVII- GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article XVII is to provide for a mutually acceptable method for the prompt consideration and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

Section 2. Informal Step

Every employee shall have the option of presenting alleged grievances to UNION in writing. UNION will counsel the employee regarding whether UNION should use the formal Grievance Procedure in Section 3 of this Agreement. UNION may follow the formal Grievance Procedure in Section 3 of this Agreement.

Any grievance not taken up by UNION within twenty (20) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose, shall not be formally presented nor considered at a later date by UNION.

Section 3. Formal Grievance Procedure

- Step 1. UNION spokesperson shall present a formal grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Battalion Chief or Division Chief, with a copy to the Fire Chief, not later than thirty (30) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.
- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at Step 2, the grievance will be presented in writing to the Fire Chief.

Step 4. The Fire Chief shall render a final decision regarding the grievance in writing to the employee and to UNION within ten (10) calendar days after receipt of the formal grievance.

Step 5. If the grievance is still unsettled, any party to the grievance may, within ten (10) calendar days following the decision of the Fire Chief, have the right to have the matter arbitrated by a third party jointly agreed upon by CITY and UNION. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) arbitrators.

CITY and UNION shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to this Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 4.

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

Section 5.

It is expressly understood and agreed that the mere circumstance that any member of UNION shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such UNION Member is exercising management power which could cause the UNION Member to be excluded from the Union.

ARTICLE XVIII - PREVAILING RIGHTS

Section 1. Rights Retained Unaffected

All rights, privileges, and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief, after mutual consent of UNION and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

ARTICLE XIX - NO STRIKE CLAUSE

UNION agrees that during the term of this Contract there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Fire Department.

ARTICLE XX – VACATIONS

Section 1.

Vacations shall be granted and guaranteed as follows:

56 - Hour work week employee

0-4 years	7 shifts	168 hours	6.46 hrs per pay period
5-9 years	9 shifts	216 hours	8.31 hrs per pay period
10-14 years	11 shifts	264 hours	10.15 hrs per pay period
15-19 years	12 shifts	288 hours	11.08 hrs per pay period
20 or more	13 shifts	312 hours	12.00 hrs per pay period

40 - Hour work week employee

0-4 years	17.5 working days	140 hours	5.38 hrs per pay period
5-9 years	20 working days	160 hours	6.15 hrs per pay period
10-14 years	22.5 working days	180 hours	6.92 hrs per pay period
15-19 years	27.5 working days	220 hours	8.46 hrs per pay period
20 or more	30 working days	240 hours	9.23 hrs per pay period

Vacation Slot

Any additional shift personnel added beyond the number of 38 personnel per shift will require one vacation spot for every nine (9) personnel per shift (i.e., 9 = 1, 18 = 2, 27 = 3, etc.).

Vacation Carry Over

Firefighter vacation carry at two (2) years of the maximum amount for shift employees (624 hours), for 40-hour work week employees (480 hours).

Retirement Payout

~~Retirement payout for 26 shifts (624 hours) for shift employees. For 40 hour employees (480 hours).~~

Retirement/Separation Payout

Retirement payout for shift personnel shall be up to 624 hours and for 40-hour employees shall be up to 480 hours.

Pay in Lieu of Vacation in Event of Separation.

An employee who retires or separates from the City voluntarily and who is eligible for vacation benefits shall elect to receive their balance by deposit into their PERSI Choice account, City-offered deferred compensation

programs (401K or 457), or be converted to cash. Vacation benefits will be up to and not exceed 26 shifts (624 hours) for shift personnel or 60 days (480 hours) for 40-hour work week employees.

An employee who separates from the City involuntarily or is terminated and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will not exceed 13 shifts (312 hours) for shift personnel or 30 days (240 hours) for 40-hour work week employees.

Section 2.

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the firefighter with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

Section 3.

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Battalion Chiefs ~~are encouraged to have first round vacation selections completed by February 15th. Second round should begin immediately upon completion of the first round. Third round should begin immediately upon completion of second round.~~ will begin first round of vacation picks no later than December 1st and will complete the 3 rounds of vacation picks no later than December 31st. The employee will have 48 hours after verbal notification from the BC for vacation selection. If the BC is unable to get a hold of employee that is off duty, the BC will leave a voice message or text informing the employee of their turn of vacation selection. Comp-time hours may not be scheduled during first, second and third round vacation selection at the first of the year. Vacation selection by Battalion Chiefs will not affect vacation selection of other personnel.
2. First, second, and third round vacation selections will be chosen according to seniority on each platoon. Requests for first, second, and third vacation, received more than forty-eight (48) hours prior to the shift, may be scheduled.
3. Five (5) firefighters may schedule advance vacation at the same time on any one (1) battalion, subject to the provisions of Item Nos. 2, 4, and 5 of Section 3 of this Article.
4. A fourth vacation position may be scheduled within thirty (30) days of a shift requested, but determination to allow such vacation will not be made until 5 p.m. the evening prior to the shift involved. This determination will be made only if the on-duty personnel scheduled for that forty-eight (48) hour set will remain at minimum staffing levels or above and will not interfere with Fire Department activities.
5. Any vacation request received less than forty-eight (48) hours prior to the beginning of the shift involved may be denied by the officer in charge if the available personnel for that shift is already at minimum staffing or less.

6. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
7. Cancelling scheduled vacation is discouraged. It will be permitted, however, if it is canceled one-hundred-twenty (120) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced to the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if there is one (1) or more vacation positions available for that shift.
8. All requests for scheduling or canceling vacations shall be called in to the Battalion Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Battalion Chief on duty or designee.
9. Each round of vacation picks will be chosen in consecutive order, including Kelly Day, if applicable. For example: February 2, February 3, Kelly Day February 8, February 9, February 14, February 15 would be a pick using five (5) vacation shifts but having six (6) shifts off including the Kelly Day. Each round would enable a new consecutive pick. If a member uses just twenty-four (24) hours one (1) shift as a round pick, that round is complete.

ARTICLE XXI - VACANCIES AND PROMOTIONS

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Minimum staffing for all "In Service" Engines will be three (3) personnel. Minimum staffing for all "In Service" Advanced Life Support (ALS) Ambulances will be one (1) Paramedic and one (1) EMT. Minimum Staffing for all "In Service" Basic Life Support (BLS) Ambulances will be two (2) EMTs. The Chief of the Department or their designee shall establish when units are needed to be "In Service." Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate promotional exam is given and eligibility list is established.

A representative from UNION offers input, in the form of communicating positive and negative criteria of a firefighter candidate to the Fire Department's hiring committee, when hiring new Fire Department employees who are or will be covered by this Collective Bargaining Agreement. UNION representative observing in the Entry Level interview and provide a written positive and negative criteria to the Chief prior to the selection process.

ARTICLE XXII - COMMITTEES

Health and Safety Committee

Section 1.

A Health and Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative of each position, including Training Officer and Fire Prevention Division. The member of management and the representative holding the rank of Captain will act as the

committee co-chairs and conduct the meetings. The UNION representative will be selected by UNION, but other Committee Members shall be recommended by UNION and approved by the Fire Chief.

The Health and Safety Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Health and Safety Committee shall be to conduct research, develop recommendation, and study and review matters pertaining to occupational safety and health within the Fire Department.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the member of management on the Committee. Written minutes of each meeting shall be retained and shall be made available to all members.

Training and Technologies Committee

Section 1.

A Training and Technologies Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative from each position, including Training Officer and Fire Prevention Division. The member of the management and the representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings. The UNION representative will be selected by the UNION, but other Committee Members shall be recommended by the UNION and approved by the Fire Chief.

The Training and Technology Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Training and Technology Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to training, new equipment, and new technology within the Fire Division.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the representative of the Fire Department Management. Written minutes of each meeting shall be prepared and made available to all members.

ARTICLE XXIII- RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS

For purposes of this Article XXIII, the following terms shall have the meanings as ascribed below:

FIREFIGHTER: Any firefighter employed by CITY as of July 17, 2012, and also all future firefighters employed by CITY, provided that (1) Such employees are/were now members of PERSI as of July 17, 2012, or were members of PERSI as of such date, and (2) Are now or will be represented by UNION for collective bargaining purposes.

IAFF: The International Association of Firefighters Local 1565.

PERSI: The Public Employee Retirement System of Idaho.

Social Security and Medicare Refund

On behalf of all firefighters impacted by the Firefighter Referendum and related Section 218 Agreement, CITY is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such firefighters. Upon receipt of said refunds, CITY will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts established by each firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan, and will be limited to the amount of the employer contribution refund for each firefighter less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by CITY shall be distributed by check payment to each employee.

Future Retirement Contributions

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, CITY shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each firefighter pursuant to U.S.C Title 26, Chapter 21 - the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. To be eligible for employer contributions, each firefighter must file a PERSI Choice 401(k) Deferral Election form with the Department of Human Resources that authorizes CITY to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401(k) account. Future PERSI Choice employer contributions **rounded up to a whole percentage that is nearest to the FICA defined employer contribution rate** are contingent upon continued authorization from each firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401(k) Deferral Election forms with the Department of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations, and laws applicable to PERSI.

CITY makes no warranty or representation that such retirement contributions are exempt from Federal, State, or PERSI withholdings or income taxation required by law. In the event any court or administrative agency of competent jurisdiction determines that such tax or withholdings are required by law, then CITY may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each firefighter after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for firefighters under the Social Security Act and related Federal Insurance Contribution Act.

ARTICLE XXIV- DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE

1. CITY will pay any CITY Fire Department employee who leaves the CITY under deployment on behalf of a requesting agency as part of but not limited to: Wildland Firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials Responses.
 - A. The CITY Fire Department employee will be paid “straight time” for their normally scheduled respective shifts. For days not regularly scheduled, CITY Fire Department employee will be paid at a minimum of sixteen (16) hours at overtime rate except for deployment travel days. Deployment travel days will be paid at an hour for hour at overtime rate. The rate will be at two (2) times the base hourly rate for each hour worked up to the 16 (sixteen) hour minimum.
 - B. The CITY Fire Department Employee will not be allowed to accrue Comp-Time as a means of compensation during deployment.
 - C. The CITY Fire Department employee will be paid by CITY and will retain all benefits and insurance during deployment.
 - D. CITY shall be reimbursed, through separate contract by requesting agency.
 - E. This agreement for reimbursement shall apply even where the CITY Fire Department employee is deployed as part of an apparatus crew or as a single resource.
 - F. The CITY Fire Department employee shall assist CITY by providing CITY with all required documentation, statements and/or other evidence related to deployment in support of CITY's attempt to receive reimbursement by the requesting agency.

Military Leave

CITY firefighters who serve in the National Guard and other Military Reserves shall adhere to the policies contained in the CITY Personnel Policy. CITY will seek input from UNION if it determines that any changes will be made to the Military Leave Policy.

ARTICLE XXV- COMPENSATION

Section 1.

Provide compensation for paramedics as follows: The next closest pay period following:

- A. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + fifteen (15%) percent.

Section 2. Voluntary Decertification

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows their certification to lapse eight (8) years or more years after such assignment, will have their paramedic certification pay reduced in the following manner:

1. If a paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
2. If a paramedic allows their certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

Section 3. Involuntary Decertification

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his or her decertification.

Section 4. Captain/Driver Paramedics

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain their paramedic certification the employee will receive paramedic compensation in amount not to exceed eight (8%) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than their hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8%) percent of the pay grade and step level. The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse will have their paramedic certification pay reduced in the following manner:

- 1) If a captain or driver paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
- 2) If a captain or driver paramedic allows their certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay,
- 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of this Agreement.

Section 5. Probationary Firefighters

Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to receiving paramedic pay.

Section 6. Non Discrimination

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

ARTICLE XXVI-OUT OF CLASSIFICATION WORK

Fire Personnel working out of classification will receive compensation commensurate with the position being filled, as if the promotion had been made. Move up compensation will be paid only when working out of classification eight (8) hours or more per shift. Two (2) people working out of classification per rank per shift will be allowed. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification. Inspectors working out of classification, performing duties normally assigned to the Fire Marshal, will receive compensation commensurate with the Fire Marshal position. No time minimum will be mandatory.

**ARTICLE XXVII- RULES GOVERNING COMPETITIVE EXAMINATIONS,
QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS AND
DISCHARGE OF EMPLOYEES**

The following rules and regulations governing competitive examinations, qualifications, appointments, promotions, demotions and discharge of all employees under the fire department and any other positions not specifically listed in City Ordinance or Rule.

1. The CITY shall have sole charge of the selection of personnel for the eligibility list from which original appointments, grade and rank, promotions shall be made to all sworn positions in the Fire Department except for the Chiefs of said departments and any other positions appointed and not competed for within these rules.
2. The eligibility list for the fire department shall be kept in the custody of Human Resources.

GENERAL PROVISIONS

1. No appointment shall be made except under the laws of Idaho, the Ordinances of the City of Idaho Falls, and this contract with the UNION.
2. No person shall be eligible for appointment in the Fire Department who is not eligible to work in the United States, or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
3. No person shall be eligible for appointment in the Fire Department who has not passed their 18th birthday or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
4. All members of the Fire Department are required to give their undivided attention to their designated work and are prohibited from engaging in any other business that will interfere or conflict with their duties while members of these departments.
5. No member of the fire department will be permitted to accept gratuities or rewards of any kind.
6. Fire personnel are expected to observe the same laws that they are sworn to enforce and no extra privileges or immunities are granted to either.
7. Violation of any of these general provisions, any City Ordinance, or department rules by any member of the fire department under these rules shall be considered cause for disciplinary action, including termination.

APPLICATIONS

1. All applicants for the positions within the fire department must be able to speak, read and write the English language, and must have a high school diploma or G.E.D. Certificate or its equivalent. In cases where special technical, professional or scientific knowledge and experience are required, the CITY may demand certificates or competence or other proof of

training and ability. All applications for examination for positions in the fire department shall be presented to the CITY on a prescribed form, giving such evidence, in the form of their knowledge, skills, abilities and other required qualifications.

2. "Job Interest Forms" will be filed with the Department of Human Resources in a manner to be determined by that office. At such time that a beginning examination is to be given, all persons having submitted an "Interest Form" will be notified of application procedures and testing dates.
3. An application that has been accepted by the Department of Human Resources shall not be returned to the applicant for any reason.
4. An incomplete or defective application shall not be accepted and shall disqualify the applicant for consideration.
5. Proof at any time produced to the CITY of behavior that would negatively impact an ability to perform the essential functions of the job by an applicant or person on the eligible list or of any false statements made by him or her in the application or in the examination or of any criminal act committed by the applicant or of dismissal for cause from public service may be deemed cause to exclude an applicant from examination and/or removal from the eligible list.
6. The CITY may secure and consider any other information as it may deem desirable for the purpose of determining whether any applicant is eligible under these rules and regulations, the Ordinances of Idaho Falls and the laws of Idaho to occupy the position applied for.

MEDICAL PHYSICAL STANDARDS

1. Applicants for original appointment in the fire departments must meet all bona fide medical and physical requirements of the appointing department, as a condition for his or her appointment with the CITY.
2. All offers of employment by the appointing officer shall be made conditional upon the issuance of a certificate by a qualified medical examiner, certifying that the appointee meets all bona fide medical and physical requirements of the appointing department. All medical examinations shall be made by a medical examiner designated by the City or experts working on behalf of the City. The results of each medical examination and each certificate shall be filed with the Department of Human Resources in compliance with HIPAA and other relevant regulations.

EXAMINATIONS

1. Examinations shall be practical in their character and shall be designed to test fairly the intelligence, competency, suitability and character of the applicants to discharge the duties of the service for which they seek to be appointed.
2. Merit and fitness for appointment and promotions shall be determined by and upon competitive examinations. The passing grade for beginners shall be seventy percent (70%).
3. The CITY shall list preliminary requirements for examinations.

4. Actual conduct of every examination shall be under the direction of the City or experts acting on authority of the City. The City shall in the examinations give such relative importance to the different subjects or matters of examination, whether written or physical or to experience, occupation or training as it deems fit. At or before the commencement of every examination the weight to be given every section included in the examination shall be determined. The time to be allowed for each examination also will be announced.
5. Oral examinations or special practical tests of fitness for the particular positions in the fire department may be ordered by the CITY.
6. Entry level examinations for the fire department shall be given as the service may require. The CITY will notify entry level applicants, whose applications have been filed to appear for any examination by giving the applicant at least ten (10) days' notice. Entry level examination notices shall also be posted to the Department of Human Resources web page and published once in a newspaper of general circulation at least (10) days prior to the date of the examination .
7. Applicants for appointment are subject to written and oral examinations. Applicants with eligible written exam scores will be notified and advised to participate in a non-discriminatory assessment. In addition to physical agility assessments, eligible applicants will appear for oral interviews or other exams.
8. Physical examinations may be made by a physician or health care provider designated by the CITY only after a conditional offer of employment has been made to the applicant. Such examination shall demonstrate the applicant is of sound health and physically able to perform the essential functions of the position to which he or she seeks appointment.
9. Instructions and rules governing examinations will be explained to candidates prior to the start of test by the chief examiner or test proctor. Candidates who fail to follow examination rules and instructions given at the time of the exam will not be allowed to complete the testing process. In addition to any verbal instructions given at the time of the exam, the following rules will govern all examinations.
 - a. Applicants will carefully read any printed rules distributed at the time of the exam and/or listen closely to any verbal instructions. Applicants will be bound by any written and verbal rules or instructions given prior to the date of the exam or immediately preceding the commencement of the exam.
 - b. Applicants will examine the question and answer sheets when received and verify that they are in proper order; applicants will be held responsible for all errors and omissions therein.
 - c. Prior to leaving his or her desk, all applicants shall turn in any examination papers to the exam administrator, and the applicant shall forfeit the right to modify or complete any portion of the examination after submission unless the applicant can demonstrate a bona fide medical or other emergency involving extreme risk to life or limb. Reasonable accommodation shall be made for any disability, provided such disability is made known to the examiner prior to the commencement of the examination.

- d. All answers must be written on paper furnished for that purpose by the examiner or by other means as instructed by the examiner.
 - e. No pencil work will be allowed on the examination books unless instructed to do so. Pencil and scratch paper may be used if supplied by the examiner; used scratch paper must be turned in with the examination paper.
 - f. No help will be allowed except such as appears on the question sheets or in the instructions given to applicants.
 - g. Any applicant who may be detected cheating by consulting any printed or written matter during the examination will be dismissed from the room and receive a failing score. All conversation between competitors during any examination is strictly prohibited. Any applicant speaking to a competitor on any pretense or answering if spoken to will be dismissed from the room and receive a failing score.
 - h. It is absolutely forbidden to copy or attempt to read the sheet of another or to make any sign or in any manner seek to impart or receive any information during an examination, under penalty of dismissal from the room and receipt of a failing score.
 - i. All necessary explanations will be made, when practicable, to the whole number of competitors.
 - j. All examination papers must be handed in together with the answers when the examination is completed and must not be taken from the room.
 - k. Smoking shall not be permitted during the examination.
10. The CITY may after delivery of notice to the applicants in the manner set forth in paragraph 6 of this Rule, require an oral examination by subject matter experts of eligible applicants who successfully pass the written examination. The score of the oral examination will be determined by the chief examiner or CITY based upon the statements made by the applicants regarding their knowledge, skills and abilities for the position or other job related questions that may be given to the applicants. The opinion of the former employers, associates and others may be sought and their statements investigated.
11. Participants in the physical agility exam and oral exam will be limited to the number of candidates agreed upon by the Chief of the department. The number of candidates may be limited to thirty (30) candidates based on the rank of the written examination scores, absent exigent circumstances.
12. The general average will be determined upon the score obtained in the written, oral examinations, and physical agility examinations. As described in paragraph 4 of this Rule, the actual weight to be assigned to each examination will be determined by the City.

ELIGIBILITY LIST

1. The CITY shall keep records of all applicants who are placed on the eligible list, which records shall show the results of the examination of each applicant and show such other data as shall indicate the relative qualifications of all applicants upon such list. All persons who have been on the eligible list for one (1) year without appointment or promotion in grade, who shall refuse a tendered appointment, or who have requested removal from such list shall be removed from the eligible list and can only be returned thereto after reapplication and re-examination. An applicant may sit for one or more written examinations; however, the applicants' eligibility for appointment shall be determined by reference to the most recent score.
2. The names of all eligible candidates shall be placed on the eligible list in the order of their standing in the examination. The CITY reserves the right to announce additional testing dates if needed to generate a viable list of eligible candidates for consideration. Against each name shall be noted the date of the examination, the date on which the name was entered on the list and the average rating.
3. When two (2) or more entry level eligible candidates have received the same average rating, they shall hold the same ranking on the eligible list.
4. The entry level eligible list shall show the persons eligible for positions in each classification.
5. Applicants may be enrolled on the eligible list for more than one position.
6. Applicants, whose names are placed on the eligible list, shall notify the CITY of any change of address while their names remain on such list.
7. Applicants whose names are on the eligible list may accept temporary appointment under another classification without losing their position upon the eligible list.
8. Where an examination for any grade is held before the eligible list for that grade is exhausted, a new list shall be prepared after such examination. The persons upon the former eligible list who have not been examined for the new eligible list shall respectively be placed upon the new eligible list in the position to which the percentage of their aggregate marking upon t heir former examinations would entitle them if such marking had instead been given them upon the new examination and shall continue thereon until the end of their term of eligibility. The CITY shall have the discretion whenever in its judgment the interest of the public service requires, to order a reexamination of applicants for any position and shall have power to correct any error and amend or revoke any schedule, list or other paper or record where it appears that any error or injustice has been done; or where any person whose name appears on an eligible list has for any reason become ineligible or no longer possesses the necessary qualifications for appointment to the public service, to strike such name from such list.

CERTIFICATION AND APPOINTMENTS

1. Whenever a position or place of employment or vacancy in the fire department is to be filled, the appointing authority shall request and the Department of Human Resources shall certify to the appointing authority as soon as possible after such request, from the eligible list the names and

records of three times the number of persons necessary to fill such position based on their ranked scores. If two or more candidates have identical rankings, then all candidates ranked within the top three scores will be certified to the appointing authority. In all cases the names of those having the highest standing on the eligible list shall be certified to the appointing authority, provided, however, that if an insufficient number of names appear on said eligible list at such time, the Department of Human Resources shall certify all names thereon. The appointing authority shall make appointments only from the lists so certified and preference shall be given, from among those certified, to persons who are then employed in the class or grade next below the position filled, if applicable.

2. The requisition shall state the title, character and duties of the position, the compensation to be paid and whether the position is permanent or temporary.
3. Upon receipt of the requisition the Department of Human Resources shall certify to the appointing officer names of candidates having the three highest ratings on the eligible list most nearly appropriate to such position, provided that no name shall be certified more than three (3) times to the same appointing officer for the same or a similar position except at the officer's request. The certificate shall state the relative standing of each person certified and their contact information.
4. The appointing officer shall make selection from the names certified; the appointing officer may request replacement names in the order of ranking on the eligible list if he or she can show evidence that any certified names do not meet the eligibility criteria of the department.
5. Whenever the appointing officer, who shall have made a requisition to fill a certain number of vacancies, shall appoint a number smaller than the vacancies named he shall not make selection from the whole number certified but only from the number of names standing highest upon the list that would have been certified had the requisition stated the number of vacancies which were actually filled.
6. Upon appointment and employment, the appointing officer shall report to the Department of Human Resources the name of such appointee, the title and duties of the position, the date of the commencement of service and the salary thereof and such other information as required.
7. The person selected for appointment or promotion shall be duly notified by the appointing officer and upon accepting and reporting for duty, shall receive from such officer an appointment for a probationary period of twelve months, provided the applicant meets ability and other requirements determined by the department essential to the position held.
8. Should the work for which a probationer has been certified prove temporary, and he/she is laid off without fault or delinquency on his/her part before his/ her time of probation is completed his/her name shall be restored to its position on the eligible list and the term he/she served shall be credited on his/her probationary period.
9. The name of any person certified as eligible for probationary appointment who shall decline an appointment shall be stricken from the list from which such certification is made, unless such

declination be for temporary inability, physical or otherwise, the evidence of which must be acceptable to and approved by the Department of Human Resources.

10. The failure of an eligible to accept employment within five (5) days after an offer of appointment shall be considered a declination.
11. On notification from an appointing authority that a person named in a certification has declined appointment, such certificate shall be completed by the addition of the name of the eligible next in order.
12. If a person who is not entitled to certification is appointed, his/her appointment upon due notification from the Human Resources Department to the appointing authority shall be revoked.
13. Whenever the CITY has been unable to establish an appropriate and adequate eligible list or after such notice as it may deem desirable is of the opinion that an eligible list cannot be created through giving competitive examination, it may permit a permanent appointment to be made by the appointing authority subject to such of these rules and regulations and the person so appointed shall occupy the position to which he was appointed with like effect as if he had otherwise qualified hereunder.
14. All persons appointed to or promoted in the fire department shall be assigned to and perform the duties of the position to which they are appointed or promoted.
15. Applicants who have had two (2) years' comparable experience as a public safety officer in a comparable city may enter the service in the grade of Senior Firefighter, provided they meet requirements of the CITY and standards of the Idaho Falls Fire Department. A comparable city shall be considered a city with a Fire Department with the standards comparable to Idaho Falls Fire Department. The decision of which cities or agencies are comparable with the Idaho Falls Fire Department will be made by the Chief of the Department when hiring applicants with two (2) or more years of experience.
16. Any applicant who, while employed as a Firefighter in good standing, voluntarily terminated his or her employment with the City of Idaho Falls may upon written request to and approval from the appointing Chief and in accordance with the Rules of the CITY and this agreement, be rehired without taking an examination provided:
 - a. The applicant is otherwise qualified for the position; and
 - b. The request does not displace another firefighter.

SUBJECTS FOR DISCIPLINARY ACTION OR DISMISSAL

1. All appointments to positions of employment under the fire department shall be upon a probationary basis for a period of twelve (12) consecutive months of full- time employment within the department in the same or higher grade. During said probationary period such employee may be discharged with or without cause, without recourse under these rules. After such period of probation, all employees shall hold an office or place of employment, only during

good behavior and continued acceptable performance standards, and any such employee may be removed or discharged, suspended without pay, demoted, reduced in rank or deprived of special privileges or assessed special duty for the following reasons.

- a. Incompetency, inefficiency, inattention to or dereliction of duty.
- b. Dishonesty, insubordination, harassment or lack of professionalism directed towards patrons and or fellow employees or members of the public occurring in the course of duty; or any other willful failure on the part of the employee to properly conduct him/herself, or any willful violation of the provisions of this act or the rules and regulations to be adopted hereunder.
- c. An inability to perform the essential functions of the job with or without accommodation or loss of any other bona fide occupational qualification required for such place of employment.
- d. Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid or preparation to such extent that the use thereof interferes with the performance or mental or physical fitness of the employee or of the work of such employee or which precludes the employee from properly performing the essential functions and duties of such position.
- e. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- f. Any other act of failure to act which in the judgment of the appointing authority is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.
- g. Violations of any of the rules and regulations formulated by the Chief of the department or rules promulgated by the City of Idaho Falls, that relate to conduct required of all city personnel.

2. Progressive Discipline

- a. Purpose - The purpose of this rule is to provide a uniform standard for disciplinary actions to be used by company and chief officers.
- b. Scope - This policy applies to all members of the Idaho Falls Fire Department.
- c. Responsibilities - It is the responsibility of supervising officers in the Idaho Falls Fire Department to help their subordinates to be successful in their duties through coaching, mentoring, and disciplining when necessary. If an issue is raised to the level of time off without pay or above, the Chief of Department and HR should be notified. It is important that the supervising officer document each step appropriately. If a Work Improvement Plan is issued to a subordinate, the officer should consider issuing a Removal From Work Improvement Plan when and if appropriate.

- d. Procedures - Progressive discipline is a process for addressing employee poor performance or inappropriate behaviors so that the severity of the discipline increases with the continuance of the performance or behavioral issue. It provides an opportunity for motivated employees to immediately correct an issue before it becomes too severe, and provides CITY with performance related documentation. It is generally recommended that the progressive discipline process include:
 - i. Step 1 - Informal verbal coaching and counseling
 - ii. Step 2 - Formal verbal reprimand
 - iii. Step 3 - Formal written reprimand (the Chief of Department's office must be notified after this step by the company officer giving the reprimand)
 - iv. Step 4 - Time off without pay with accompanying Work Improvement Plan
 - v. Step 5 - Demotion (temporary or permanent)
 - vi. Step 6 - Termination

JOB CLASSIFICATIONS OF THE FIRE DEPARTMENT

The following constitutes the classification of jobs in the Idaho Falls Fire Department, as well as the line of promotion, together with the length of service required in each classification before a member shall be permitted to participate in the promotional examination of other positions. Job descriptions that describe the essential functions of each classification will be maintained by the Division of Human Resources.

1. All new firefighters shall serve a probationary period of twelve (12) months. If after six (6) months, proper attitude and aptitude for the work is shown, the Firefighter will then advance to Firefighter 2nd Class. After six (6) months in the position of Firefighter 2nd Class the Firefighter will have served the probation period and will advance to the rank of Firefighter 1st Class. After one (1) year in the rank of Firefighter 1st Class, the Firefighter automatically advances to the rank of Senior Firefighter. A person qualifying for appointment as a Senior Firefighter as described in these rules must still satisfactorily complete a twelve (12) month probationary period.
2. A Firefighter must have served two (2) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Driver-Pump Operator.
3. To aid in the consistent and efficient operation of the Idaho Falls Fire Department a task book system shall be maintained to identify core performance standards of the various positions in the Idaho Falls Fire Department. The Task Book system has been developed with input from the Union. Members who desire to move-up to Driver/Operator, Captain Firefighter, and Battalion Chief must first complete their respective Position Task Book. Task books must be completed for the desired position prior to sitting for a promotional exam.
4. A Firefighter must have served two (2) years as a Driver or four (4) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Captain.

5. The position of Inspector, Training Officer, and Logistics Officer is open by administrative appointment without examination to any member of the Fire Department holding the rank of Senior Firefighter or higher. If no member of the Department holding such rank desires appointment as an Inspector, then the position may be filled by administrative appointment without examination by any of the following persons:
 - a. Any member of the Fire Department, or
 - b. Any person who has held the rank of Senior Firefighter or higher or any other rank equivalent thereto, within the past four (4) years at any other fire department, fire district, or governmental agency.
6. The position of Fire Marshal, Division Chief, Battalion Chief and Deputy Chief is recognized as an executive administrative position and is not in the UNION or represented by the UNION. Therefore, persons filling such positions shall be selected by the Fire Chief and confirmed by the Mayor. Any persons so appointed shall retain his or her previous position at the time of appointment. If, for any reason other than misconduct, such person loses his or her appointed position, he or she will immediately assume the previous position held at the time of appointment.

MERIT SYSTEM

1. The Chief of the fire department shall maintain a uniform system of evaluating employees' performance. These evaluations will have an impact on promotions of employees during promotional examination processes.
2. The UNION must be advised of the merit system used, and an outline of it made available to the UNION upon request.

PROMOTIONS

1. Promotions in the fire department shall be upon ascertained job performance and competitive examinations. In order to be eligible to take a promotional exam, a candidate must have completed the respective task book and meet the job requirements for the Position being tested for. All candidates for the promotional position must meet the job requirements for time in grade for the position during the Testing Cycle. Promotional exams for Driver/Operator and Captain will be offered on an annual basis in the month of May. Candidates will not be eligible for Promotion until the time requirements for the position have been met. A written examination may be given as often as needed as determined by the Chief in order to establish a viable eligible list in the selection process. If an additional exam is given beyond the annual exam in May, a ninety (90) day notice will be given. A minimum written test score appropriate for each examination will be determined and announced at least ten (10) days prior to the examination date. Notice of the availability of openings for promotions shall be posted on the Department of Human Resources web page at least ten (10) days prior to the date upon which the written examination shall be conducted. The Chief of the department shall have the authority to assign any employee of the department to the different classes within the department, and he/she may change any such assignment whenever, in the opinion, the good of the service shall so require.

2. Grades for promotional placement will be based upon written examinations, an assessment process as designed by the Chief of the Department, and staff evaluations. The weight to be given the grades in each area will be determined by the Chief of the department and announced at least ten (10) days prior to the date upon which the examination is given.
3. Where two (2) or more applicants for promotional certification receive identical grades, their ranking on the eligible list shall be determined by seniority.
4. The total number of persons allowed to participate in the department assessment process shall be determined in advance by the chief of the department. If there are more applicants than the number of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.
5. All regulations in rules V, VI, and VII of the Rules governing Examinations, Certifications, and Eligibility apply to promotional examinations except where they may be in conflict with the rules of this particular section.

ARTICLE XXVIII- SAVING CLAUSE

If any portion of this Agreement should be declared inoperative or unconstitutional. The remainder of the Agreement shall remain unchanged and in full force and effect.

ARTICLE XXIX- EFFECTIVE DATES AND DURATION OF AGREEMENT

This Agreement, including Appendix “A” and “B”, shall become effective upon the date that CITY's representatives and UNION's representatives both signs this Agreement and shall remain in full force and effect until 12:00 midnight, April 30, 2021, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by CITY.

This writing evidences the final and complete Agreement between the parties in regard to this subject matter and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix “A” and “B”.

For: THE CITY OF IDAHO FALLS

**For: LOCAL UNION NO. 1565
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

MAYOR

PRESIDENT

MUNICIPAL SERVICES DIRECTOR

VICE PRESIDENT

HUMAN RESOURCES DIRECTOR

SECRETARY/TREASURER

FIRE CHIEF

EXECUTIVE COMMITTEE

DATED

APPENDIX A- FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY
EFFECTIVE OCT 1, 2020

A. SALARY SCHEDULE

The attached table, entitled "City of Idaho Falls Fire Department Pay Grades" is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps. In the event that the City Council approves any general pay increases for the City's non-union employees before 12:00 midnight, April 30, 2021, the attached table shall be adjusted so that the members of the Union shall receive the same other general pay increase as the City's non-union employees.

B. ADMINISTRATION OF THE PAY PLAN

The following provisions shall govern the administration of the pay plan.

1. Salary on Employment

- a. Placement to any position in any pay grade shall normally be made at the first step for the pay grade. Higher step placement may be effectuated commensurate with the applicant's qualifications as determined by the Department Director and the Municipal Services Director.
- b. A person who was previously employed by the City of Idaho Falls and is rehired shall start in the pay grade and step level as any other new hire, unless the person's qualifications justify higher step level placement as determined by the Department Director and Municipal Services Director.

2. Salary Step Advancement

- a. Advancement to the next step in the salary schedule may be awarded to an employee upon a supervisory evaluation indicating adequate performance, and after completion of the necessary service requirement. Department Directors have the option of holding an employee in a step level should the employee's work performance and attitude so dictate.
- b. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- c. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

An employee who is promoted to a higher classification shall be placed in the appropriate pay grade and at a step level rate of pay, which most closely corresponds to but is higher than the step level rate of pay assigned to the employee prior to promotion. In no event shall the step level rate of pay be equal to or lower than the step level rate of pay prior to promotion. The effective date of promotion becomes the new title classification anniversary date.

4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Department Director and the Municipal Services Director. The effective date of demotion becomes the new title classification anniversary date.

5. Salary on Transfer

An employee transferred from one position to another in a classification to which the same pay grade is applicable shall continue to receive the same step level rate of pay and the effective date of transfer becomes the new title classification anniversary date. An employee transferred to a lower classification shall be placed in the appropriate pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to the transfer, as determined by the Department Director and the Municipal Services Director.

6. Salary on Position Reclassification

An employee whose position is reclassified by the Department Directors from one pay grade to another shall continue to receive the same compensation until he/she reaches the next pay period after the effective date, at which time he/she shall be placed in the approved pay grade and step level.

If the position is classified to a lower classification the employee will remain at their current hourly rate until such time as the grade and step to which they are reclassified exceeds the current hourly rate at which time they will be eligible to receive a pay increase.

7. Job Descriptions

Every regular position of employment by the City of Idaho Falls shall have a job description. As and when new positions of employment are created, or existing classifications are re-evaluated, the Department of Human Resources, with the assistance of, and in collaboration with, the appropriate Department Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Department Directors and incorporated into the comprehensive salary plan.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:
 - a. An outline of the classification arranged within the appropriate pay grade schedule.
 - b. Position descriptions for positions within the classified program indicating the title and descriptive information concerning duties, responsibilities, and other employment requirements and standards in such form as the Department of Human Resources may prescribe.

PAY GRADE	RANK
10	Senior Firefighter
11	Driver
12	Fire Inspector I
13	Fire Inspector II Captain

D. SPECIALTY PAY

Each employee is to be paid an additional \$25 per month per team on each team for which they qualify, not to exceed three (3) teams.

Each Specialty Team Member shall be required to meet requirements as set forth by Department policy.

Specialty Pay Teams:

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator
- ARFF

E. SPANISH SPEAKING EMPLOYEES

Each employee qualifying as fluent in the Spanish Language shall be paid an additional three (3%) percent to their annual base pay not including longevity pay.

F. LONG TERM DISABILITY INSURANCE AND MEDICAL EXPENSE
REIMBURSEMENT PLAN

The CITY shall pay Three Thousand Six Hundred Ninety-Seven Dollars and Fifty-Six Cents (\$3,697.56) a month for a Long-Term Disability Policy to cover UNION members. The Long Term Disability Policy shall be through DiMartino Associates.

~~G. AIR MEDICAL SERVICES MEMBERSHIP~~

~~CITY shall pay up to four thousand five hundred dollars (\$4,500) annually toward an Air Medical Services Membership for UNION members.~~

CITY OF IDAHO FALLS
FIRE DEPARTMENT
2021-2022

EFFECTIVE DATE: OCTOBER 1, 2021

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Firefighter - Probationary - 2,912 hours	12 15.05	12 *	12 *	12 *	18 *	18 *	24 *	24 *	36 *	36 *	48 *
Firefighter - 2nd Class - 2,912 hours	15.48	*	*	*	*	*	*	*	*	*	*
Firefighter - 1st Class - 2,912 hours	16.04	*	*	*	*	*	*	*	*	*	*
Senior Firefighter (Pay Grade 10 (30)) - 2,912	17.64	18.41	19.30	20.28	21.17	21.65	22.28	22.77	23.32	23.85	24.25
Driver (Pay Grade 11) - 2,912 hours	19.30	20.28	21.17	22.28	23.32	23.85	24.43	25.01	25.65	26.20	26.60
Fire Inspector I (Pay Grade 12) - 2,080 hours	29.61	31.14	32.62	34.18	35.90	36.77	37.58	38.66	39.71	40.69	41.24
Fire Inspector II (Pay Grade 13) - 2,080 hours	32.45	34.08	35.70	37.56	39.59	40.57	41.50	42.50	43.53	44.62	45.49
Captain (Pay Grade 13) - 2,912 hours	23.19	24.34	25.50	26.84	28.29	28.99	29.65	30.36	31.10	31.88	32.50
Battalion Chief (Pay Grade 14) - 2,912 hours	24.95	26.23	27.66	28.99	20.42	31.17	31.91	32.76	33.54	34.26	34.95

APPENDIX B- LONGEVITY PROGRAM SCHEDULE EFFECTIVE OCTOBER 1, 2021

- A. Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
- B. Any staff currently receiving longevity benefits will continue to receive his or her accumulated longevity including any approved COLA adjustment. Longevity accumulation will be at as specified on the attached table titled “City of Idaho Falls Fire Department Longevity” until he or she reaches the maximum annual longevity benefit of ~~\$2815.90~~ **2844.06**
- C. The longevity increments will continue to be based on the individual Firefighter's anniversary date.

CITY OF IDAHO FALLS FIRE DEPARTMENT LONGEVITY
EFFECTIVE DATE: OCTOBER 1, 2019

	Longevity	Hourly per 2912	Hourly per 2080
1st year	Not Eligible		
2nd year	Not Eligible		
3rd year	Not Eligible		
4th year	705.49	0.24	0.34
5th year	1011.00	0.35	0.49
6th year	1316.51	0.45	0.63
7th year	1622.02	0.56	0.78
8th year	1927.53	0.66	0.93
9th year	2242.22	0.77	1.08
10th year	2538.55	0.87	1.22
11th year	2844.06	0.98	1.37

APPENDIX C - TRAVEL POLICY AND EXPENSE FORM

DRAFT

File #: 21-232

City Council Meeting

FROM: Bear Prairie, General Manager

DATE: Tuesday, August 31, 2021

DEPARTMENT: Idaho Falls Power

Subject

IFP 21-033-2 Lower Plant Runner Hub Rebuild

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve this agreement with Gracon, LLC of Lafayette, Colorado, for Lower Plant's runner hub rebuild at a not-to-exceed amount of \$531,465.00 and give authorization to the Mayor and City Clerk to execute the necessary documents, (or take other action deemed appropriate).

Description, Background Information & Purpose

Idaho Falls Power (IFP) solicited bids from qualified construction contractors to rebuild Lower Plant's runner hub, which includes removal, disassembly and reassembly of the runner and runner hub. The bid includes all equipment, materials and labor. IFP received 3 bids with Gracon, LLC being the lowest responsive, responsible bidder at \$531,465.00.

Alignment with City & Department Planning Objectives



This action supports our readiness for reliable public infrastructure by maintaining and improving aging infrastructure to ensure long-term reliability. This action also supports the reliability element of the IFP Strategic Plan.

Interdepartmental Coordination

Legal Services.

Fiscal Impact

This agreement is budgeted for in the 2021/22 Capital Improvement budget.

Legal Review

Legal Services has reviewed and approved this agreement.

Idaho Falls Power

Bid Tabulation

Project: 2021 Runner Hub Rebuild

Number: IFP 21-033-2

Submitted: Nikki Bradford, Administrative Assistant

Date: August 25, 2021

	Description	Engineer's Estimate	Unit	Syblon Reid		Thompson HCMS		Gracon LLC	
	Lump Sum	550,000.00		\$609,000.00	Total Amount	\$685,050.00	Total Amount	\$531,465.00	Total Amount
	Bid Bond- Yes/No			Yes		Yes		Yes	
	Acknowledgement of Addendum 1- Yes/No			Yes		Yes		Yes	
	Project:								
Recommended award						\$	-		

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Idaho Falls ("Owner") and Gracon LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Base Bid: The rebuild of the Lower Plant Runner Hub

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Base Bid: The rebuild of the Lower Plant Runner Hub.

ARTICLE 3—ENGINEER

- 3.01 The Owner is also the ("Engineer"), IFP will designate an employee to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **135** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.

- 4.03 The project shall proceed from the date of the Notice to Proceed. The procurement of materials is to proceed the dewater of the Lower Plant and disassembly which is to begin beginning of October.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$561,465.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. Invoices shall not be paid prior October 01, 2021.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).

3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Additional Information and Drawings listed on the attached sheet index.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Cod Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective as noted in the Notice to Proceed.

1.

Owner: City of Idaho Falls

Contractor: Gracon LLC

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Rebecca L. Noah Casper
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Designated Representative:

Name: Jason Cooper, PE
(typed or printed)

Title: Senior Civil Engineer - CDSE
(typed or printed)

Address:

P.O. Box 50220

140 S. Capital

Idaho Falls, ID 83405

Phone: 208-612-8573

Email: jcooper@ifpower.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

Memorandum

File #: 21-209

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, August 31, 2021
DEPARTMENT: Municipal Services

Subject

Approval to Write-Off Ambulance Service Accounts

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the write-off of unpaid ambulance service accounts for calendar service dates 2018, 2019 and 2020 determined as uncollectible for a total of \$2,547,555.25 or take other action deemed appropriate.

Description, Background Information & Purpose

The total includes calendar year 2020 accounts for Medicare and Medicaid published rates reduced to the maximum allowable rates, with Medicare at \$1,640,570.39 or 64% and Medicaid at \$791,378.64 or 31% of the total write-off request of \$2.5M. The remaining \$115,606.22 or 4% of the total write-off request, includes calendar year 2018 and 2019 deceased and bankrupt accounts at \$11,922.64, contractual and collection agency accounts determined uncollectible at \$103,683.58. Last fiscal year's approved write-off was \$2,641,390.71 which was \$93,835.46 more than this year's request.

Alignment with City & Department Planning Objectives



The request to write-off the accounts supports the good governance community-oriented result and are within the current City Service Delivery Account Write-Off Policy where: *No payment has been posted to the*

account within a four-five year period; the City's contracted collections agency determines the account is uncollectible; the account is in the name of a deceased person with no known estate; the Finance division or Department Director recommends an account write-off (in whole or part) because of hardship, collectability, payment schedule, difficulty of collection, or another business reason.

Interdepartmental Coordination

The unpaid ambulance service accounts and hardship requests are reviewed monthly by the ambulance committee members consisting of Municipal Services and Fire department staff.

Fiscal Impact

The Municipal Services and Fire Department ambulance committee members continue to meet monthly as a committee and quarterly with outside collection agencies to monitor the collection processes.

Legal Review

Legal concurs that the action desired is within the City Service Delivery Account Write-Off Policy as approved by City Council in August 2016.