

NAMPA FIRE PROTECTION DISTRICT

BOARD OF COMMISSIONERS - REGULAR MEETING AGENDA & PUBLIC HEARING ON FY 2024 BUDGET August 14, 2023

Date	Time	Location
August 14, 2023	6 pm	Nampa Fire Training Facility 300 W Railroad St Nampa, ID 83687
Action Item	<p>ACTION ITEM NOTATION INFORMATION: Any agenda item that requires a vote of the Board of Commissioners is identified with the appearance of the "Action Item" in the left column of this Meeting Agenda posting. The appearance of the "Action Item" does not require that a vote be taken on that item. "Action Item" designation is inclusive of all items listed in the same agenda number row.</p>	
1.	OPEN REGULAR MEETING	
2.	ROLL CALL	
3. Action Item	<p>APPROVAL OF BOARD MEETING AGENDA NOTICE POSTINGS REPORT BY THE SECRETARY INCLUSIVE OF WEBSITE OR SOCIAL MEDIA PLATFORM POSTINGS WHEN MAINTAINED BY THE DISTRICT. To join on your computer or mobile app please go to the Fire Department web page at Nampafire.org and select the link to connect to the video conference.</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 285 997 849 648 Passcode: wifDnf Download Teams Join on the web Or call in (audio only) +1 208-408-0283,,258190220# United States, Boise Phone Conference ID: 258 190 220# Find a local number Reset PIN Learn More Meeting options</p> <p>Procedure to follow to amend the Agenda after the Meeting is started: In the event the Board needs to take final action on an emergency matter not included in the approved posted agenda, a motion must first be made stating:</p> <ul style="list-style-type: none"> • Why the item was not reasonably anticipated to be on the agenda and stating the facts of the reason for the emergency. <p>[An emergency must be a situation involving injury or damage to persons or property, or immediate financial loss, or the likelihood of such injury, damage or loss, when the notice requirements of agenda posting will make such notice impracticable, or increase the likelihood or severity of such injury, damage or loss.]</p> <ul style="list-style-type: none"> • The motion and the basis for this motion must be included in the minutes of the meeting. 	
4. Action Item	<p>OPEN PUBLIC HEARING:</p> <ul style="list-style-type: none"> • Motion to open Public Hearing on FY 2024 District Budget 	
5.	<p>PUBLIC INPUT:</p> <ul style="list-style-type: none"> • Hear Public input on FY 2024 District Budget 	

<p>6.</p> <p>Action Item</p>	<p>CLOSE PUBLIC HEARING</p> <ul style="list-style-type: none"> • Close FY 2024 District Budget Hearing
<p>7.</p> <p>Action Item</p>	<p>MEETING MINUTES APPROVAL:</p> <ul style="list-style-type: none"> • Minutes of the July 10, 2023 Regular Meeting • Secretary’s record destruction request for the audio recording for the above meetings.
<p>8.</p> <p>Action Item</p>	<p>FINANCIAL REPORT AND BOARD APPROVAL OF BILLS:</p> <ul style="list-style-type: none"> • Treasurer’s Report/I.C. § 57-135 compliance submittal of written financial report which includes the amount of funds in the District’s treasury as such funds are deposited or invested as of the last day of the preceding month. <ul style="list-style-type: none"> ○ Motion to receive & approve financial report • Treasurer’s Recommendation as set forth in the financial report for approval by the Board for authority to invest and continue the investment of certified funds on deposit as permitted by Idaho Code Section 67-1210, which are not presently needed for the payment of expenditures until the next regular meeting [the certified period.] • Ordinary and necessary bills to be paid as presented by the Treasurer <ul style="list-style-type: none"> ○ Review of the bills together with the assignment of budget line item for the expenditures for approval as recommended by the Treasurer. <p>Suggested motion: (“I move for the disbursement of funds from the District’s treasury for the payment of the bills in the total sum of \$ as presented by the Treasurer, be authorized and approved”)</p>
<p>9.</p>	<p>OFFICER REPORTS:</p> <p>Command Staff Reports</p> <ul style="list-style-type: none"> • Deputy Fire Chief of Operations – Robert Jardine <ul style="list-style-type: none"> ○ Run Reports • Deputy Chief of Logistics – Nick Adams <ul style="list-style-type: none"> ○ Station 6 Update • Deputy Chief Fire Marshal – Ron Johnson • Division Chief of Training – Robert Jardine • Division Chief of EMS – Tom Wright <p>District Administrator Report</p> <ul style="list-style-type: none"> • Chief Kirk Carpenter <p>Correspondence</p> <ul style="list-style-type: none"> • Executive Director Richard Davies <p>Attorney’s Report</p> <ul style="list-style-type: none"> • William Punkoney <p>Local 804</p> <ul style="list-style-type: none"> • Open discussion time for Local 804 Firefighters
<p>10.</p> <p>Action Item</p>	<p>BUSINESS:</p> <ul style="list-style-type: none"> • Review, discuss and take action on FY 2024 Budget <ul style="list-style-type: none"> ○ A motion to approve the FY 2024 Budget as presented needs to be made. • Discuss and take action on Storage Building Bids • Executive Session 74-206 (J), to discuss collective bargaining update
	<p>NON-ACTION ITEM BUSINESS:</p> <ul style="list-style-type: none"> • Admin Building Discussion

<p>12.</p> <p>Action Item</p>	<p>SET DATE FOR NEXT MEETING:</p> <ul style="list-style-type: none"> • Next regular meeting date is September 11, 2023.
<p>13.</p> <p>Action Item</p>	<p>EXECUTIVE SESSION: <u>Under Idaho Code § 74-206(1)(d), (f), (j)</u> (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement (j) To consider labor contract matters authorized under section 74-206A (1) (a) and (b), Idaho Code <i>The action item is the motion calling for executive session and identification of the statutory authorization and who outside of the Commissioners will be in attendance. The motion, if seconded, requires a roll call vote. The Action item is also the voice vote to come out of executive session and resume regular session. No final action or final decision will be taken or made in executive session.</i></p>
<p>14.</p> <p>Action Item</p>	<p>POST EXECUTIVE SESSION BUSINESS:</p> <ul style="list-style-type: none"> • Vote on Collective Bargaining Contract
<p>15.</p> <p>Action Item</p>	<p>ADJOURNMENT</p>

Frank H. Wolfkiel, Secretary

Location Agenda Posted: 9 12th Avenue South, Nampa, ID 83651 & 300 West Railroad St, Nampa, ID 83687

Date/Time Agenda Posted: 8/10/2023 4:00 p.m.

CAUTION: These Draft Minutes have not been approved by the Board of Commissioners and are not therefore an official record relating to the conduct or administration of the District's business and will not be retained. At such time as Minutes of the meeting reflected herein are approved by the Board of Commissioners said Minutes will become the official record of the conduct or administration of its business, as reflected therein and retained by the District.

BOARD OF COMMISSIONERS MINUTES

Nampa Fire Protection District
Regular Meeting July 10, 2023

Commissioner Ryan called to order the regular meeting Nampa Fire Protection District Board of Commissioners at 6:00 pm on Monday, July 10, 2023.

Those present: Commissioner Frank Wolfkiel, Commissioner Daniel Ryan, Commissioner Cleo Miller, Commissioner Nicholas Chan, Chief Kirk Carpenter, Attorney William Punkoney, Chief Kirk Carpenter, Deputy Fire Chief of Operations Chris King, Deputy Chief of Logistics Nick Adams, Division Chief of Training Bobby Jardine, Division Chief of EMS Tom Wright, Local 804 President Adam Swift, and members of the community.

APPROVAL OF BOARD MEETING AGENDA NOTICE POSTINGS REPORT BY THE SECRETARY INCLUSIVE OF WEBSITE OR SOCIAL MEDIA PLATFORM POSTINGS WHEN MAINTAINED BY THE DISTRICT.

A motion for approval of the July 10, 2023 agenda as posted was made by Commissioner Wolfkiel, motion seconded by Commissioner Miller, and approved.

Review of the June 12, 2023 Regular Meeting Minutes:

Commissioner Wolfkiel moved to approve the June 12, 2023 regular meeting minutes and grant the Secretary's record destruction of the audio, motion seconded by Commissioner Miller, and approved.

Treasurer's Report:

Report was presented by Chief Adams:



ADMINISTRATIVE OFFICE
9 - 12th Avenue South Nampa, ID 83851
208.468.5770

Account Balances as of May 31, 2023:		Interest Earned
MTN West Checking 1171	\$ 10,000.42	\$ 0.42
MTN West Savings 4532	\$ 10,001.28	\$ 1.28
LGIP Fund 3269 (Capital and Reserves Fund)	\$ 315,883.48	\$ 1,175.57
LGIP Fund 3788 (Leave Liability Fund)	\$ 98,144.48	\$ 365.25
MTN West ICS Demand Fund 6490	\$ 2,199,390.31	\$ 11,405.43
Development Impact Fee Fund 3618	\$ 1.00	
Development Impact Fee Fund ICS 8585	\$ 779,291.50	\$ 2,656.13
Private Fire Donations Fund 1743	\$ 33,420.33	\$ 1.42
Petty Cash at Fire Admin	\$ 141.90	
Investment Accounts:		
Schwab - Tax Leavy Fund 5105	\$ 3,021,496.43	
Schwab - Leave Liability Fund 9593	\$ 1,757,849.09	
Schwab - Reserve Fund 6161	\$ 5,252,515.04	
TOTAL FUNDS	\$ 13,478,135.26	

Motion was made by Commissioner Wolfkiel to accept the financial report, motion seconded by Commissioner Miller motion, and approved.

Officer Reports:

Chief of Operations King

Run Reports: Consistence number for incidents from 2022 as shown by the YTD Run report. The reports didn't include the weekend of July 4th so numbers and calls were verbally discussed.

Commissioner Chan would like a response data by District.

Operational Update: Reviewed budget, overtime, and injuries. Currently 8 vacancies due to long term injuries. Approaching yearly overtime budget at the 6-month mark. The Chiefs are trying their best to manage funds.

Chief of Logistics Adams

Station #6 Update: Reminder August 16th Ribbon Cutting. Norah will have the final flyer out soon. NFPD took possession of building July 7th and currently doing final installations.

Station #1 Update: Pavers are getting fixed by Clearwater landscaping.

Deputy Chief Fire Marshal Johnson report was given by Chief Carpenter

Update on Chief Johnson. Q2 Prevention Report. See packet for details. LIV compliance reporting is where the report is run from.

Division Chief of Training Jardine

Total training hours combine with Caldwell discussed. 15 Recruits passed final tests. Graduation is Friday at 6 pm at the College of Idaho and a family BBQ will be at noon prior to the graduation.

Division Chief of EMS Wright

LogRx system for tracking controlled substances.

District Administrator Report:

Chief Carpenter: Nampa sets expectation for physical agility. Proud leadership that promotes health. Chief Carpenter detailed the importance of moving to an electronic narcotic tracking system which will help on multiple fronts. Both programs took a lot of work. Updated the Commissioners on the NFPD website, nampafire.org. Update on 4th of July relaying that community members were very upset and feel like the City, Community and Fire Department are not doing anything to resolve the issue. However, policy change would be required to deal with issues happening during the 4th of July.

Correspondence:

No correspondence.

Attorneys Report: Bill Punkoney presented Nampa is moving to pooling costs of Lucas Maintenance between Caldwell, Star, Middleton, Wilder, etc. Lucas maintenance is very expensive so shared costs is important. Bill is also tasked with putting together draft of yearly things that need to happen for Commissioner meetings.

WHITE PETERSON

ATTORNEYS AT LAW

KATELIN E. BARTLES
KELLY R. BRIGGS
MARC J. BYBEE
WM. F. GREGG, III
DANIEL W. GOODMAN
MATTHEW A. JOHNSON
JACOB M. JONES
BREKID W. KENNY
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TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR

Legal Counsel Report

To: Board of Commissioners, Nampa Fire Protection District
From: Wm. L. Punkoney
Re: Regular Meeting of Board of Commissioners -July 10th, 2023

The following is my report of legal service projects and activity and matters which we wish to bring to the attention of the Board of Commissioners:

PROJECT	DATE	ACTIVITY
Policy Code	On-going	Continuing to update the District's Policy Code.
HR Issues	On-going	Advised Leadership on non-emergent HR practices and issues.
Lucas Device Maintenance and Service Plan	On-going	Coordinate with EMS Chief on being included on Lucas Device Maintenance and Service Plan.
Yearly Timeline	On-going	Draft Yearly Timeline for Nampa Fire Protection District.
Union Negotiations	On-going	Partipate in Union Negotiations.

Dated: 07/10/2023 Signed: 

Local – 804 Firefighters:

Union representative. Adam Swift presented about Ignite Bootcamp which introduces women into Firefighting. They have expanded to include young males as well. 4 our NFPD Female members donated time to the weekend Ignite Bootcamp. Cornhole tournament happening and part of the money from this tournament goes to the Local 804.

Business:

Fiscal Year 2024 Budget Publication - Chief of Logistics Adams reported on proposed FY 2024 Budget. Richard Davies suggested the Commissioners can come before the hearing (in a non-public hearing) to go over details of proposed budget. Commissioner Wolfkiel made a Motion to accept publication numbers with exception of increasing maximum possible tax revenue to 8%. Commissioner Chan seconded. Approved.

**NAMPA FIRE PROTECTION DISTRICT
PROPOSED FY 2024 BUDGET (For Publication and Budget Hearing)**

Description	Carry Over	Revenue
1010 - Checking Account	\$ 10,000	
1020 - Savings Account	\$ 10,000	
1025 - Min West ICS Fund	\$ 1,457,550	
LGIP Fund (Local Government Investment Pool)	\$ 414,028	
Development Impact Fees Trust Account	\$ 50,000	\$ 2,000,000
Schwab - Leave Liability 9593	\$ 1,765,502	
Schwab - Levy Investment 5105	\$ 1,537,424	
Schwab - Reserve Funds 6161	\$ 5,256,876	
Employee Recognition Fund (Farr Family Endowment)	\$ 33,422	
43400- Property Tax Revenue		\$ 18,722,981
43400- Canyon County Property Tax Judgement		\$ 389
43410- Sales Tax Refund Account		\$ 700,000
43440- Agricultural Equipment Property Replacement		\$ 25,257
43445- Personal Property Replacement		\$ 43,218
44800- Wildlife Refuge Surplus		\$ 250
44820- Tax Circuit Breaker		\$ 264,000
45000- Fire Prevention Revenue		\$ 400,000
45450- Burn Permits		\$ 16,000
45030- Cost Recovery (HazMat, Wildland, Idaho Center)		\$ 75,000
46430- Rental & Lease Revenue (CCP/CWD)		\$ 19,200
47200- Refunds and Reimbursements		\$ 12,000
47230- Interest on Accounts		\$ 200,000
47240- Miscellaneous Revenue (Confined Space/LIV)		\$ 20,000
47250- Donations		\$ 12,000
Totals	\$ 10,534,802	\$ 22,510,295
TOTAL CASH ON HAND PLUS ESTIMATED REVENUE \$ 33,045,097		
EXPENSE DESCRIPTION	Expenses	
Salaries & Benefits	\$ 13,313,791	
Medical, Health, Dental Insurance	\$ 2,018,460	
Operational Expenses	\$ 3,000,000	
Employee Earned Leave Liability (Restricted Fund)	\$ 2,200,000	
Employee Awards and Recognition (Farr Family Endowment Fund)	\$ 33,422	
Capital Expenditures	\$ 2,000,000	
Capital Emergency Vehicle Life Cycle Fund	\$ 1,500,000	
Capital Facilities Life Cycle Fund	\$ 1,100,000	
Development Impact Fee Expenditures	\$ 2,050,000	
Emergency Reserve Fund (LGIP 15% of Total Budget)	\$ 3,829,424	
TOTAL ANTICIPATED EXPENSES	\$ 33,045,097	

Executive Session 74-206A(J)(1)(a) to discuss collective bargaining updates. Verbal Rollcall to go into executive Session. Commissioner Chan yes. Commissioner Ryan yes. Commissioner Wolfkiel yes. Commissioner Miller yes. Commissioner Wolfkiel made a motion to come out of Executive Session. Commissioner Miller approved.

Non-Action Item, Business: No non-action items this month. **Discussions:** No discussions at this time.

EXECUTIVE SESSION:

Under Idaho Code § 74-206(1)(b), (d), (f), (j)

- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;
- (d) To consider records that are exempt from disclosure as provided in [chapter 1, title 74](#), Idaho Code;
- (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;
- (j) To consider labor contract matters authorized under section [74-206A\(1\)\(a\)](#) and (b), Idaho Code.

The action item is the motion calling for executive session and identification of the statutory authorization and who outside of the Commissioners will be in attendance.

The motion, if seconded, requires a roll call vote.

The Action item is also the voice vote to come out of executive session and resume regular session.

No final action or final decision will be taken or made in executive session.

With no further discussion, the meeting was adjourned. Commissioner Wolfkiel made a motion to adjourn, Commissioner Miller second. Approved.

Next scheduled meeting is for August 14, 2023

Dated: July 10, 2023.

Frank H. Wolfkiel, Commission Secretary.

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EXCELLENCE
SERVICE
STRENGTH IN UNITY

ADMINISTRATIVE OFFICE
9 – 12th Avenue South Nampa, ID 83651

208.468.5770

Account Balances as of June 30, 2023:		Interest Earned
<u>MTN West Checking 1171</u>	\$ 10,000.44	\$ 0.44
<u>MTN West Savings 4532</u>	\$ 10,001.31	\$ 1.31
<u>LGIP Fund 3269 (Capital and Reserves Fund)</u>	\$ 317,139.86	\$ 1,256.38
<u>LGIP Fund 3788 (Leave Liability Fund)</u>	\$ 98,534.84	\$ 390.36
<u>MTN West ICS Demand Fund 6490</u>	\$ 1,977,853.42	\$ 6,168.81
<u>Development Impact Fee Fund 3618</u>	\$ 1.00	
<u>Development Impact Fee Fund ICS 8585</u>	\$ 1,131,195.98	\$ 3,255.05
<u>Private Fire Donations Fund 1743</u>	\$ 33,421.80	\$ 1.47
<u>Petty Cash at Fire Admin</u>	\$ 141.90	
Investment Accounts:		
<u>Schwab - Tax Leavy Fund 5105</u>	\$ 1,536,143.28	
<u>Schwab - Leave Liability Fund 9593</u>	\$ 1,764,496.38	
<u>Schwab - Reserve Fund 6161</u>	\$ 5,256,438.31	
TOTAL FUNDS	\$ 12,135,368.52	

Nampa Fire Protection District

Balance Sheet

08/11/23

As of June 30, 2023

Accrual Basis

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
10000 · MWB Checking 1171	-324,998.61
10010 · MWB Savings 4532	10,001.31
10050 · Petty Cash Fire Admin	141.90
10100 · MWBt ICS Fund 6490	1,975,038.17
10300 · MWB DIF ICS 8585	1,111,432.49
10310 · MWB DIF Checking 3618	19,764.49
10400 · LGIP 3269	317,139.86
10500 · LGIP 3788	98,534.84
10600 · Farr Family Donation Fund	33,421.80
10700 · Charles Schwab Investment	
10710 · Leave Liability Fund 9593	1,750,000.00
10720 · Tax Levy Fund 5105	1,500,000.00
10730 · Reserve Funds 6161	5,250,000.00
Total 10700 · Charles Schwab Investment	8,500,000.00
Total Checking/Savings	11,740,476.25
Accounts Receivable	
11001 · Accounts Receivable	34,705.98
Total Accounts Receivable	34,705.98
Other Current Assets	
10350 · Prepaid Expenses	40,015.74
11000 · Property Tax Receivable	15,663,103.39
11100 · A/R (Audit Balance)	517,846.48
11150 · Sales Tax Receivable	236,834.75
12000 · Undeposited Funds	12,153.38
12001 · Due from Other Funds	3,000.00
12005 · Due from Impact Fees Fund.	2,452,753.80
Total Other Current Assets	18,925,707.54
Total Current Assets	30,700,889.77
TOTAL ASSETS	30,700,889.77
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Liabilities	19,531,424.64
Equity	
32000 · Unrestricted Fund Balance	11,258,376.88
Net Income	-88,911.75
Total Equity	11,169,465.13
TOTAL LIABILITIES & EQUITY	30,700,889.77

Nampa Fire Protection District
Profit & Loss Prev Year Comparison
June 2023

	Jun 23	Jun 22
Income		
43400 · Property Tax Revenue	724,473.99	573,453.57
43405 · Development Impact Fees	346,409.43	198,987.30
44800 · Wild Life Refuge Surplus	0.00	201.62
45000 · Fire Prevention Revenue		
45010 · Licenses/Permits		
450101 · Food Truck Permits	360.00	180.00
450102 · Pyrotechnics Permit	125.00	375.00
450103 · Fire Works Stand(s) Permit	50.00	175.00
Total 45010 · Licenses/Permits	535.00	730.00
45450 · Burn Permit Revenue	1,350.00	980.00
46040 · Fire Suppression Plan Review	3,896.60	58,847.60
46400 · Fire Plans Review Revenue	0.00	200.00
46420 · Fire Alarm Plan Review Revenue	1,439.60	1,530.20
45000 · Fire Prevention Revenue - Other	3,347.00	0.00
Total 45000 · Fire Prevention Revenue	10,568.20	62,287.80
45030 · Cost Recovery Revenue	10,990.00	26,165.00
46430 · Rental & Lease Revenue	1,600.00	0.00
47200 · Refund & Reimbursement Revenue	197.87	1,309.00
47230 · Interest Revenue	11,073.82	3,209.10
47240 · Miscellaneous Revenue	360.00	0.00
47250 · Donations		
472510 · Donations for NFD Apparel	41.50	585.50
47250 · Donations - Other	3,030.00	385.00
Total 47250 · Donations	3,071.50	970.50
49900 · Uncategorized Income	41,579.81	0.00
Total Income	1,150,324.62	866,583.89
Gross Profit	1,150,324.62	866,583.89
Expense		
5000 · Payroll Expense	1,190,374.58	1,066,527.85
5310 · Credit Card and Bank Fees	57.51	706.36
5316 · IT/Computer Software/License	48,855.74	24,045.17
5330 · Operations & Supplies Expense	8,404.23	3,437.30
5331 · Employee Recognition and Awards	0.00	372.55
5332 · Personnel Equipment	139,529.68	3,637.07
5333 · Fire Equipment	14,153.16	2,792.39
5334 · Fire Prevention	1,593.50	1,732.46
5335 · SCBA Equipment - Bailey AOR	5,866.09	2,277.99
5337 · Medical Services	0.00	865.00
5350 · Repair & Maintenance Buildings	22,462.79	4,009.16
5354 · Fleet Services	41,719.64	9,834.71
5355 · Motor Fuel	8,473.65	12,766.60
5360 · Repair & Maintenance Equipment	4,860.30	2,351.24
5382 · Leased Equipment	0.00	2,682.30
5441 · Marketing / Public Relations	0.00	800.00
5442 · Special Events Promotions	600.00	0.00
5464 · District Insurance	476.00	0.00
5488 · Training	7,134.15	1,612.24
5491 · Conferences Training & Travel	0.00	3,632.23
5493 · Dues and Memberships	275.00	-147.34
5515 · Equipment / Vehicles	0.00	5,541.00

5:43 PM

08/11/23

Accrual Basis

Nampa Fire Protection District
Profit & Loss Prev Year Comparison
June 2023

	<u>Jun 23</u>	<u>Jun 22</u>
5516 · Capital Expense	395.00	537,557.76
5520 · Utilities	5,977.56	4,905.62
5588 · Maintenance Contracts	1,167.25	265.00
5630 · Contractual Services	29,840.50	32,076.78
6000 · Impact Fee Capital Expenses	893,809.56	25,385.00
Total Expense	<u>2,426,025.89</u>	<u>1,749,666.44</u>
Net Income	<u>-1,275,701.27</u>	<u>-883,082.55</u>

Nampa Fire Protection District
Profit & Loss Prev Year Comparison
June 2023

	\$ Change	% Change
Income		
43400 · Property Tax Revenue	151,020.42	26.3%
43405 · Development Impact Fees	147,422.13	74.1%
44800 · Wild Life Refuge Surplus	-201.62	-100.0%
45000 · Fire Prevention Revenue		
45010 · Licenses/Permits		
450101 · Food Truck Permits	180.00	100.0%
450102 · Pyrotechnics Permit	-250.00	-66.7%
450103 · Fire Works Stand(s) Permit	-125.00	-71.4%
Total 45010 · Licenses/Permits	-195.00	-26.7%
45450 · Burn Permit Revenue	370.00	37.8%
46040 · Fire Suppression Plan Review	-54,951.00	-93.4%
46400 · Fire Plans Review Revenue	-200.00	-100.0%
46420 · Fire Alarm Plan Review Revenue	-90.60	-5.9%
45000 · Fire Prevention Revenue - Other	3,347.00	100.0%
Total 45000 · Fire Prevention Revenue	-51,719.60	-83.0%
45030 · Cost Recovery Revenue	-15,175.00	-58.0%
46430 · Rental & Lease Revenue	1,600.00	100.0%
47200 · Refund & Reimbursement Revenue	-1,111.13	-84.9%
47230 · Interest Revenue	7,864.72	245.1%
47240 · Miscellaneous Revenue	360.00	100.0%
47250 · Donations		
472510 · Donations for NFD Apparel	-544.00	-92.9%
47250 · Donations - Other	2,645.00	687.0%
Total 47250 · Donations	2,101.00	216.5%
49900 · Uncategorized Income	41,579.81	100.0%
Total Income	283,740.73	32.7%
Gross Profit	283,740.73	32.7%
Expense		
5000 · Payroll Expense	123,846.73	11.6%
5310 · Credit Card and Bank Fees	-648.85	-91.9%
5316 · IT/Computer Software/License	24,810.57	103.2%
5330 · Operations & Supplies Expense	4,966.93	144.5%
5331 · Employee Recognition and Awards	-372.55	-100.0%
5332 · Personnel Equipment	135,892.61	3,736.3%
5333 · Fire Equipment	11,360.77	406.9%
5334 · Fire Prevention	-138.96	-8.0%
5335 · SCBA Equipment - Bailey AOR	3,588.10	157.5%
5337 · Medical Services	-865.00	-100.0%
5350 · Repair & Maintenance Buildings	18,453.63	460.3%
5354 · Fleet Services	31,884.93	324.2%
5355 · Motor Fuel	-4,292.95	-33.6%
5360 · Repair & Maintenance Equipment	2,509.06	106.7%
5382 · Leased Equipment	-2,682.30	-100.0%
5441 · Marketing / Public Relations	-800.00	-100.0%
5442 · Special Events Promotions	600.00	100.0%
5464 · District Insurance	476.00	100.0%
5488 · Training	5,521.91	342.5%
5491 · Conferences Training & Travel	-3,632.23	-100.0%
5493 · Dues and Memberships	422.34	286.6%
5515 · Equipment / Vehicles	-5,541.00	-100.0%

5:43 PM

08/11/23

Accrual Basis

Nampa Fire Protection District
Profit & Loss Prev Year Comparison
June 2023

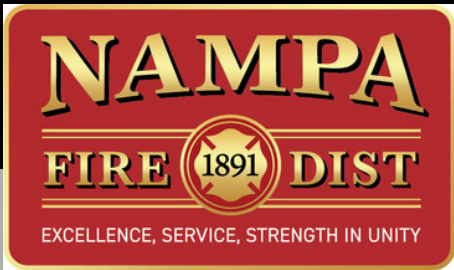
	<u>\$ Change</u>	<u>% Change</u>
5516 · Capital Expense	-537,162.76	-99.9%
5520 · Utilities	1,071.94	21.9%
5588 · Maintenance Contracts	902.25	340.5%
5630 · Contractual Services	-2,236.28	-7.0%
6000 · Impact Fee Capital Expenses	868,424.56	3,421.0%
Total Expense	676,359.45	38.7%
Net Income	-392,618.72	-44.5%



JULY STATION REPORT & YDT COMPARISON 2022-2023

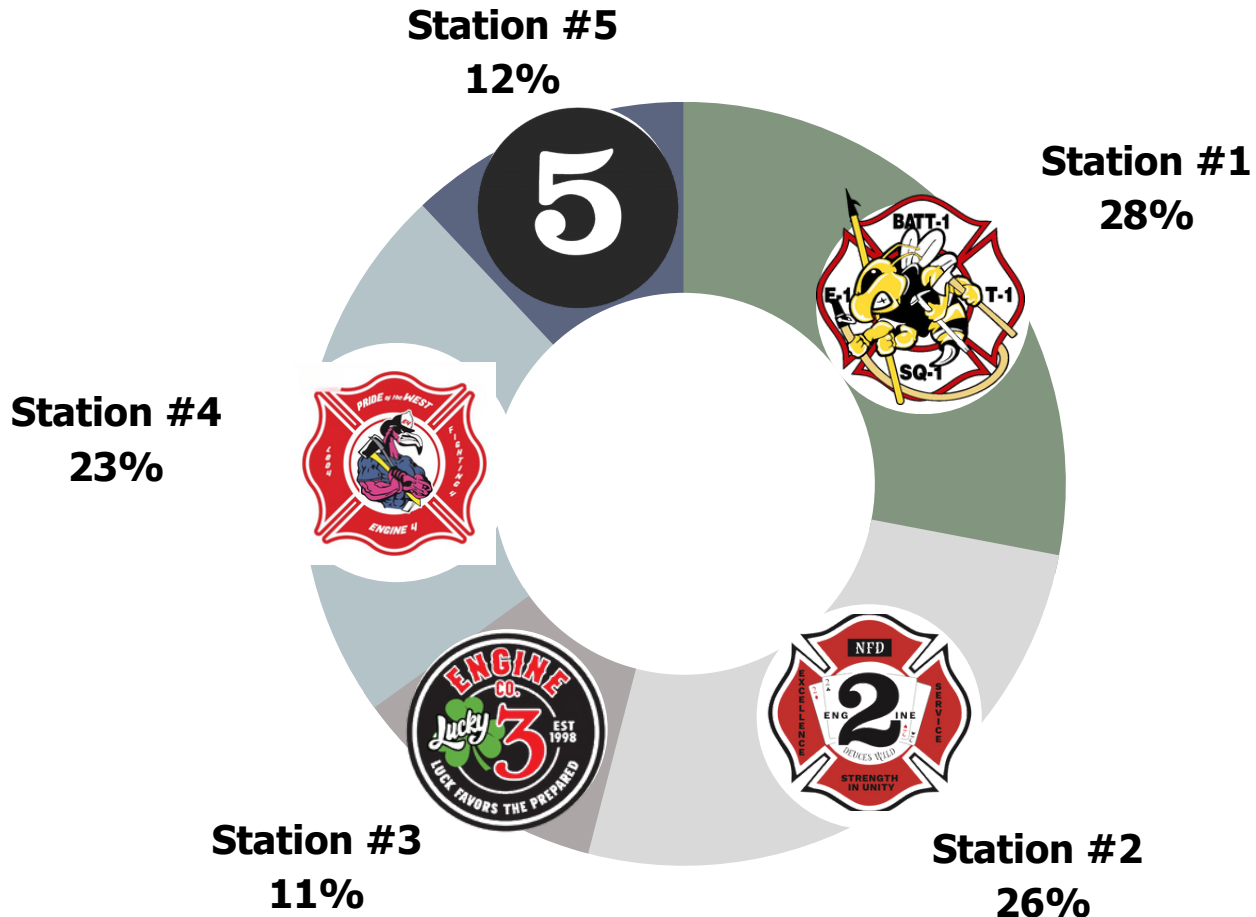
NFPD 2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Percent
Station #1	213	209	215	195	203	213	232	218	196	195	190	221	2500	22.17%
Station #2	264	280	254	218	270	274	286	229	252	268	274	299	3168	28.09%
Station #3	118	86	91	97	113	114	122	127	111	128	96	128	1331	11.80%
Station #4	226	215	199	219	218	228	263	276	254	239	244	290	2871	25.46%
Station #5	124	96	109	93	104	119	152	128	124	120	121	118	1408	12.48%
Month Totals	945	886	868	822	908	948	1055	978	937	950	925	1056	11278	
Running Total	945	1831	2699	3521	4429	5377	6432	7410	8347	9297	10222			
NFPD 2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Percent
Station #1	221	204	264	265	283	240	294						1771	28%
Station #2	254	217	229	237	235	226	249						1647	26.04%
Station #3	102	78	107	86	117	95	111						696	11.00%
Station #4	202	194	220	193	218	211	215						1453	22.97%
Station #5	102	77	112	104	117	119	128						759	12.00%
Month Totals	881	770	932	885	970	891	997	0	0	0	0	0	6326	
Running Total	881	1651	2583	3468	4438	5329	6326						6326	
YTD % Change 22-23	-6.77%	-9.83%	-4.30%	-1.51%	0.20%	-0.89%	-1.65%	####	####	####	####	####		
Month % Change 22-23	-6.77%	-13.09%	7.37%	7.66%	6.83%	-6.01%	-5.50%	####	####	####	####	####		
July 2023	2nd	9th	16th	23rd	30th	6th							TOTAL	Percent
Station #1	28	58	81	50	74	3							294	29.49%
Station #2	9	66	64	54	51	5							249	24.97%
Station #3	4	21	37	27	21	1							111	11.13%
Station #4	13	49	48	45	52	8							215	21.56%
Station #5	8	34	21	34	29	2							128	12.84%
2023 Total	62	228	251	210	227	19								997

July Percentage Incident Type = 67% EMS & 33% FIRE



Station Report

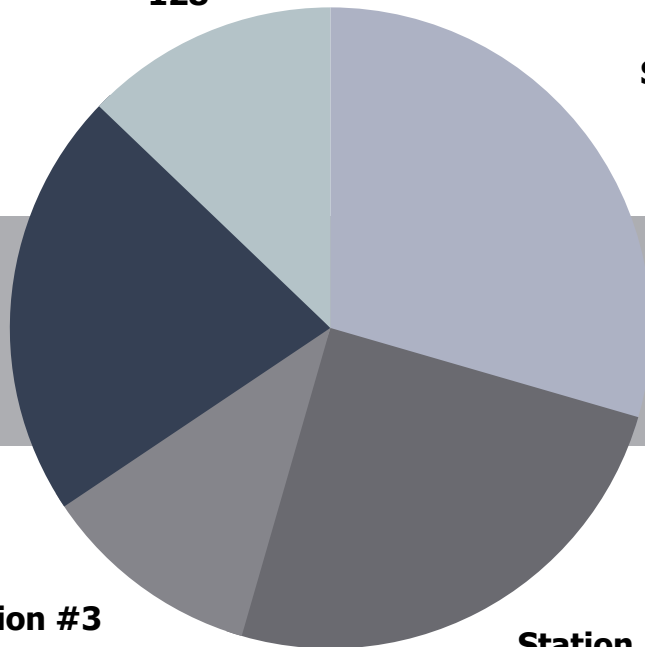
Station Percentage YTD
January 2023 - July 2023



Station #5
128

Station #1
294

July 2023 Numbers



Station #4
215

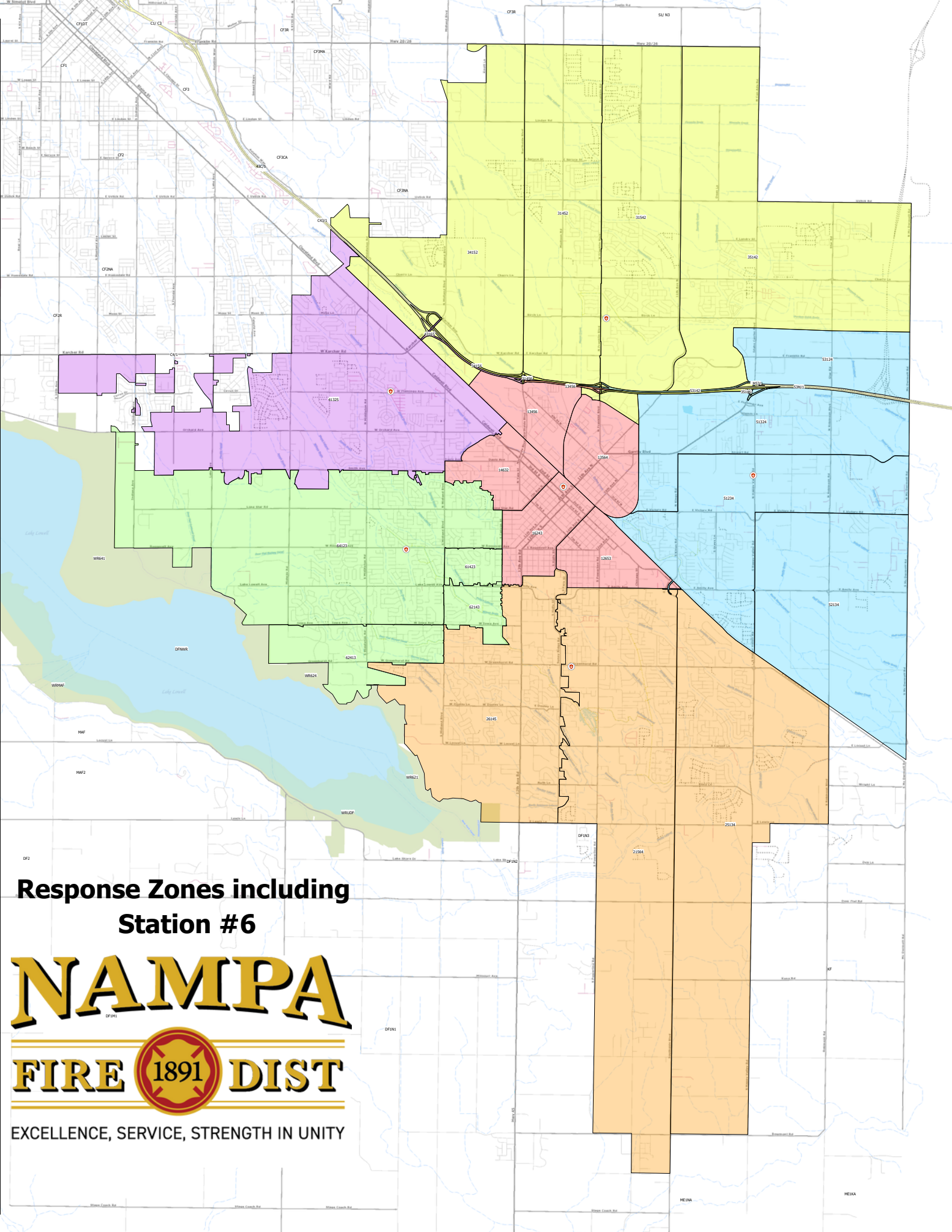
Station #3
111

Station #2
249



Incident Report by Type TYD 2023 including July 2023

NFPD Types of Incidents YTD 2023	JAN	FEB	MAR	APR	MAY	JUNE	JULY	Total
Fire, other		1	2	2	1		1	7
Structure Fire	11	7	6	4	1	8	11	48
Fire in mobile property used as a fixed structure		1	1			1	1	4
Mobile property (vehicle) fire	2	3	3	2	6	4	7	27
Natural vegetation fire	1	1	9	14	4	5	18	52
Outside rubbish fire			3	2	3	2	13	23
Special outside fire					1	1	2	4
Cultivated vegetation, crop fire		1					1	2
Overpressure rupture from air or gas (no fire)				1				1
Excessive heat, scorch burns with no ignition		2						2
Rescue, emergency medical call (EMS), other	31	42	47	46	16	27	10	219
Medical assist	27	41	69	57	58	67	45	364
Emergency medical service (EMS) incident	320	489	548	515	603	521	618	3,614
Lock-In		1	1	1	2		1	6
Extrication, rescue		2	4		5	1	1	13
Electrical rescue						1		1
Rescue or EMS standby		4	3	6	3	5	6	27
Flammable gas or liquid condition, other		1		2	3	1	1	8
Combustible/flammable spills & leaks	3	4	5	5	7	4	12	40
Chemical release, reaction, or toxic condition	2	1	1	1	2	2	3	12
Electrical wiring/equipment problem	2	3	7	1	12	13	5	43
Accident, potential accident			1		1			2
Service call, other	1				1			2
Person in distress		3	2	7	9	1	2	24
Water problem			1					1
Smoke, odor problem	1	3	1	3	2	1	2	13
Animal problem or rescue		1	1	2	8	3	2	17
Public service assistance	38	66	72	73	83	80	90	502
Unauthorized burning	1	1	7	6	5	6	3	29
Cover assignment, standby at fire station, move-up	2		2			1	3	8
Good intent call, other		3	1	1				5
Dispatched and canceled en route	39	57	89	81	80	79	89	514
Wrong location, no emergency found	1	9	9	15	17	7	10	68
Controlled burning		3	4	10	3	6	1	27
Steam, other gas mistaken for smoke		1	1	1	2		3	8
EMS call where party has been transported						1		1
HazMat release investigation w/no HazMat	1				1			2
False alarm and false call, other		3	3	7	12	6	9	40
System or detector malfunction	6	10	10	10	14	15	17	82
Unintentional system/detector operation (no fire)	13	19	23	23	19	28	23	148
Citizen complaint	1					1		2
NULL	93	5	5	12	5	14	4	138
UNK	1							1
Total YTD Incidents	597	788	941	910	989	912	1,014	6,151



**Response Zones including
Station #6**

NAMPA



EXCELLENCE, SERVICE, STRENGTH IN UNITY

WHITE PETERSON

ATTORNEYS AT LAW

KATELIN E. BARTLES
KELSY R. BRIGGS
MARC J. BYBEE
WM. F. GIGRAY, III
DANIEL W. GOODMAN
MATTHEW A. JOHNSON
JACOB M. JONES
WILLIAM F. NICHOLS *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: wpunkoney@whitepeterson.com

BRIAN T. O'BANNON *
PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR

Legal Counsel Report

To: Board of Commissioners, Nampa Fire Protection District
From: Wm. L. Punkoney
Re: Regular Meeting of Board of Commissioners –August 14th, 2023

The following is my report of legal service projects and activity and matters which we wish to bring to the attention of the Board of Commissioners:

<i>PROJECT</i>	<i>DATE</i>	<i>ACTIVITY</i>
Policy Code	<i>On-going</i>	Continuing to update the District's Policy Code.
HR Issues	<i>On-going</i>	Advised Leadership on non-emergent HR practices and issues.
Station 6 Storm Drain Agreement	<i>On-going</i>	Review Station 6 Storm Drain Agreement.
Declining Medical Assessments	<i>On-going</i>	Discuss a signature form for "Declining an Assessment."
Paramedic Education Opportunity	<i>On-going</i>	Review educational opportunity for paramedics and reimbursement plan.

Dated: 08/14/2023

Signed: 

PROPOSED BUDGET
Budget for Fiscal Year 2024
Nampa Fire Protection District
Canyon County Idaho

ESTIMATED REVENUE	Carry Over	Revenue
1010 - Checking Account	\$ 10,000	
1020 - Savings Account	\$ 10,000	
1025 - Mtn West ICS Fund	\$ 1,457,550	
LGIP Fund (Local Government Investment Pool)	\$ 414,028	
Development Impact Fees Trust Account	\$ 50,000	\$ 2,000,000
Schwab - Invested Leave Liability 9593	\$ 1,765,502	
Schwab - Invested Property Tax 5105	\$ 1,537,424	
Schwab - Invested Reserve Funds 6161	\$ 5,256,876	
Employee Recognition Fund (Farr Family Endowment)	\$ 33,422	
43400- Property Tax Revenue		\$ 18,722,547
43400- Canyon County Property Tax Judgement		\$ 389
43400- Operating Property Tax (Idaho Power		\$ 56,755
43410- Sales Tax Refund Account		\$ 700,000
43440- Agricultural Equipment Property Replacement		\$ 25,257
43445- Personal Property Replacement (2013 & 2022)		\$ 43,218
44800- Wildlife Refuge Surplus		\$ 250
44820- Tax Circuit Breaker		\$ 264,000
45000- Fire Prevention Revenue		\$ 400,000
45450- Burn Permits		\$ 16,000
45030- Cost Recovery (HazMat, Wildland, Idaho Center)		\$ 75,000
46430- Rental & Lease Revenue (CCP/CWI)		\$ 19,200
47200- Refunds and Reimbursements		\$ 12,000
47230- Interest on Accounts		\$ 200,000
47240- Miscellaneous Revenue (Confined Space/LIV)		\$ 20,000
47250- Donations		\$ 12,000
Totals	\$ 10,534,802	\$ 22,566,616
TOTAL CASH ON HAND PLUS ESTIMATED REVENUE \$ 33,101,418		
ESTIMATED EXPENITURES	Expenses	
Salaries & Benefits	\$ 13,600,000	
Medical, Health, Dental Insurance	\$ 2,018,460	
Operational Expenses	\$ 3,000,000	
Employee Earned Leave Liability (Restricted Fund)	\$ 2,200,000	
Employee Awards and Recognition (Farr Family Endowment Fund)	\$ 33,422	
Capital Expenditures	\$ 2,000,000	
Capital Response Apparatus and vehicle Life Cycle Fund	\$ 1,300,000	
Capital Building and Facilities Life Cycle Fund	\$ 1,070,112	
Development Impact Fee Expenditures	\$ 2,050,000	
Emergency Reserve Fund (17% of Total Budget)	\$ 5,829,424	
TOTAL ANTICIPATED EXPENSES \$ 33,101,418		



MEMO INVOICE

c/o ISj Payment Processing Center
 PO Box 1570,
 Pocatello, ID 83204
 Ph. (208) 465-8129 Fax: (907) 452-5054

BILLING DATE:	ACCOUNT NO:
08/08/23	23988

NICK ADAMS
 1 NAMPA FIRE DEPARTMENT
 9 12th AVENUE SOUTH
 NAMPA, ID 83651

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
404607	2024 BUDGET	08/01/23	08/08/23	4	\$275.70

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
------	--------	-----------	---------------	-------	--------

Discount:	\$0.00	Gross:	\$275.70
Surcharge:	\$0.00	Paid Amount:	\$0.00
Credits:	\$0.00		

Amount Due: \$275.70

We Appreciate Your Business!

LEGAL NOTICE

**Notice of Public Hearing
Budget for Fiscal Year 2024
Nampa Fire Protection District
Canyon County Idaho**

Notice is hereby given that a budget hearing will be held at the regular meeting of the Nampa Fire Protection District on the 14th day of August, 2023, at 6:00 pm, in Nampa Idaho, at the Nampa Fire Training Center , 300 West Rail Road. A copy of the Nampa Fire Protection District budget for FY2024 may be inspected at 9 - 12th Avenue South Nampa, Idaho, the administrative office, prior to the hearing.

ESTIMATED REVENUE	Carry Over	Revenue
1010 - Checking Account	\$ 10,000	
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47250- Donations		\$ 12,000
Totals	\$ 10,534,802	\$ 22,919,970
TOTAL CASH ON HAND PLUS ESTIMATED REVENUE \$ 33,454,772		
ESTIMATED EXPENTURES	Expenses	
Salaries & Benefits	\$ 13,313,791	
Medical, Health, Dental Insurance	\$ 2,018,460	
Operational Expenses	\$ 3,000,000	
Employee Earned Leave Liability (Restricted Fund)	\$ 2,200,000	
Employee Awards and Recognition (Farr Family Endowment Fund)	\$ 33,422	
Capital Expenditures	\$ 2,000,000	
Capital Response Apparatus and vehicle Life Cycle Fund	\$ 1,709,675	
Capital Building and Facilities Life Cycle Fund	\$ 1,300,000	
Development Impact Fee Expenditures	\$ 2,050,000	
Emergency Reserve Fund (17% of Total Budget)	\$ 5,829,424	
TOTAL ANTICIPATED EXPENSES \$ 33,454,772		

Citizens are invited to attend the budget hearing concerning the entire budget. A copy of the proposed budget in detail is available at the Nampa Fire Protection District office at 9 - 12th Avenue South Nampa, in the City of Nampa, Idaho for inspection during the following hours: 09:00 am to 12:00 pm and 1:30 pm to 4:30 pm Monday through Friday.

At the hearing, the Board of Commissioners of the Nampa Fire Protection District will hear the budget presentation by staff and hear public comment.

August 1, 8, 2023

404607

**AFFIDAVIT OF PUBLICATION
STATE OF IDAHO**

County of Canyon and Ada

23988 404607
1 NAMPA FIRE DEPARTMENT

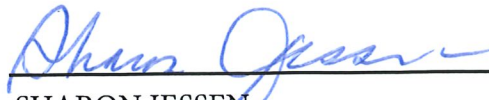
9 12th AVENUE SOUTH
NAMPA, ID 83651

SHARON JESSEN

**of the State of Idaho, being of first duly sworn, deposes
and says:**

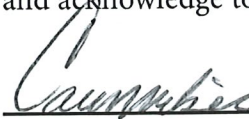
1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Idaho Press-Tribune, a daily newspaper published in the Counties of Canyon and Ada, State of Idaho; that the said newspaper is in general circulation in the said counties of Canyon and Ada, and in the vicinity of Nampa, Caldwell, and Boise, and has been uninterruptedly published in said Counties during a period of seventy -eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper and on IdahoPublicNotices.com 2 times(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement

That said notice was published the following: 08/01/2023,
08/08/2023



SHARON JESSEN
STATE OF IDAHO

On this 8th day of August, in the year of 2023 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.



Notary Public of Idaho
My commission expires



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Nampa Fire Protection District
Canyon County Idaho**

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August 1, 8, 2023

404607

Holcomb Construction, Inc. & Const. MGT.

407 South 4th Street
Nyssa, OR 97913

Proposal

holconst@yahoo.com

7/26/2023

Oregon CCB#1581
Idaho Public
License

Phone # 541-823-2202
Fax # 541-372-5621

10448-AA-3
Nampa Fire Storage

Description

Price per "Nampa Fire Protection District Request for Bid Proposals Metal Storage Building Construction" packet, Dated June 26, 2023	365,430.00
---	------------

\$365,430.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over

Terms: Net 30 days

ACCEPTANCE OF Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note: This contract may be withdrawn by us if not accepted within 30 days.

Signature Scott Holcomb

Signature _____

Date of Acceptance: _____

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-10448 - AA - 3
License Number

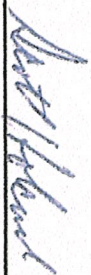
06/08/1981
Original License Issued


This is to certify that

HOLCOMB CONST., INC. AND CONST. MGT.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 02/28/2024


Licensee Signature


Russell Barron, Administrator

BID BOND

CONTRACTOR:

(Name, legal status and address)

Holcomb Construction, Inc. and Construction Management

407 South 4th Street, Nyssa, OR 97913

OWNER:

(Name, legal status and address)

Nampa Fire Protection District

9 12th Ave S, Nampa, ID 83651

BOND AMOUNT:

5.00% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Nampa Fire Department Metal Building

SURETY:

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of July, 2023



(Witness)



(Witness)

Holcomb Construction, Inc. and Construction Management

(Principal) _____ (Seal)

By: 

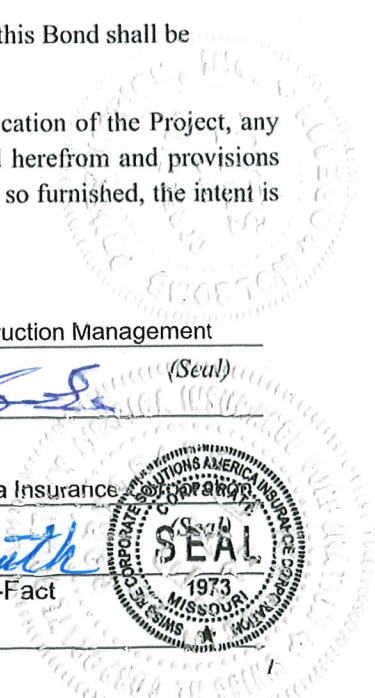
(Title) Pres.

Swiss Re Corporate Solutions America Insurance Corporation

(Surety) _____

By: 

(Title) Brenda J. Smith, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Brenda J. Smith

Principal: Holcomb Construction, Inc. and Construction Management
Obligee: Nampa Fire Protection District
Bond Description: Nampa Fire Department Metal Building
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of July, 2023.

[Signature]
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC



BIG D BUILDERS, INC.

1465 E. BIRD DOG DR. STE. 110 * MERIDIAN, IDAHO 83642 * OFFICE (208) 888-2068 * FAX (208) 884-0535

Nampa Fire District New Storage Building 26 July 2023

Cost Proposal

Total Project Cost: \$641,225.00

Six hundred forty-one thousand two hundred and twenty-five dollars.

License:

PWC-C-13341-Unlimited-3

Scope of Work:

- Glancey Rockwell & Associates is our selected Architect for the project
- General Conditions
 - Construction Survey
 - Testing and Inspections by owner
 - Temporary Power
 - Project Management and Supervision
 - Connection Fees and Permitting by Owner
- Site Work:
 - We will receive a flat compacted pad site from the owner
 - Water Service
 - No water service in this building
 - Sewer Service
 - No sewer service in this building
 - Storm drainage
 - Trench and pipe to existing drainage
 - Grading sections per plan-for slab on grade and aprons
 - Site concrete: 6" 4000 psi



BIG D BUILDERS, INC.

1465 E. BIRD DOG DR. STE. 110 * MERIDIAN, IDAHO 83642 * OFFICE (208) 888-2068 * FAX (208) 884-0535

- Site asphalt patch as necessary for tie to new concrete apron

- Concrete:
 - Footing and foundation per Mountain View Engineering design
 - Slab on grade: 6" 4000 psi concrete
 - Anchor bolts and embeds
- Misc. Metals
 - (10) Pipe bollards
- Doors and Windows
 - Sectional Overhead Doors
 - (4) 12 x 14 sectional overhead doors
 - (1) 8' x 8' sectional overhead doors
 - Hollow metal doors
 - (2) 3' x 7' with hardware
- Paint:
 - Paint pipe bollards
- Metal Building Warehouse
 - 82' x 80' x 18' Pre-engineered metal building system
 - IBC 2018 codes for Nampa, Idaho
 - 5 lb. collateral load
 - Framed openings for walk doors and overhead doors
 - Roof insulation: R19
 - Wall insulation: R19
 - Wall panels:
 - PBR 26 gauge exposed fastener- Color to be selected from standard color palate
 - Roof Panel:
 - PBR 26 gauge exposed fastener-Color to be selected from standard color palate
- Electrical
 - Electrical per design requirements
- Plumbing
 - Mechanical gas piping
- HVAC
 - HVAC is per 50 degree temperature requirement



BIG D BUILDERS, INC.

1465 E. BIRD DOG DR. STE. 110 * MERIDIAN, IDAHO 83642 * OFFICE (208) 888-2068 * FAX (208) 884-0535

- Bonding rate 1.75% for first million- price)

Exclusions:

- Permits
- Connection Fees
- Painting the PEMB frames
- Conditions that may be required that are not currently shown on the drawing.

*Value Engineering: We have sent preliminary drawings out for review on a foundation design, per our preliminary conversations we believe we can have a substantial savings.

If there are any items of clarification or questions, please call 208-888-2068.

Best regards.

A handwritten signature in cursive script that reads "Ferd Smith".

Ferd Smith

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Big D Builders, Inc.
1465 East Bird Dog Drive, #110
Meridian, ID 83642

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Nampa Fire Protection District
9 12th Avenue South
Nampa, ID 83651

BOND AMOUNT: Five Percent of Amount of Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Nampa Fire Protection District Metal Apparatus Storage Building

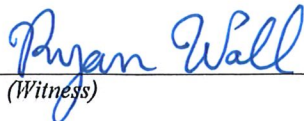
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of July, 2023


(Witness)


(Witness)

Big D Builders, Inc.

(Principal)


(Title)

Travelers Casualty and Surety Company of America

(Surety)


(Title) Andrew P. Rendon, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P Rendon** of **MIDVALE**, **Utah**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

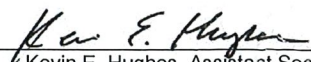
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **July**, **2023**.



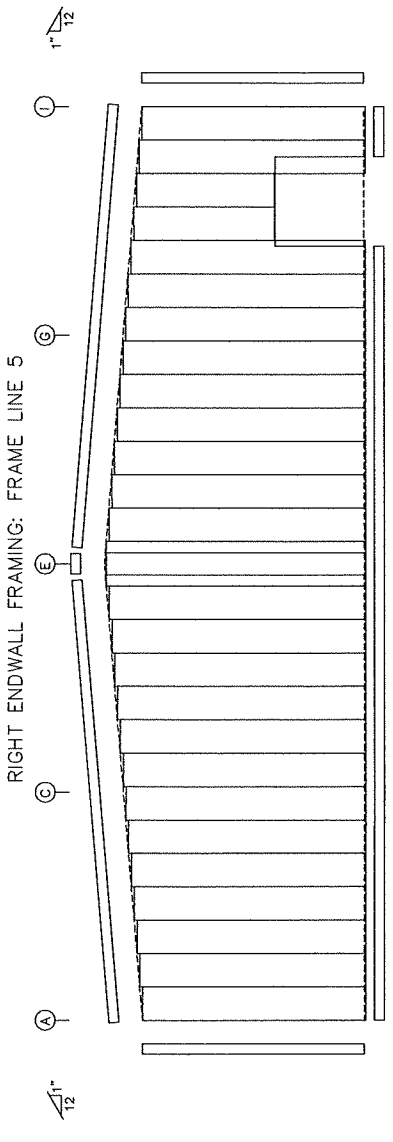
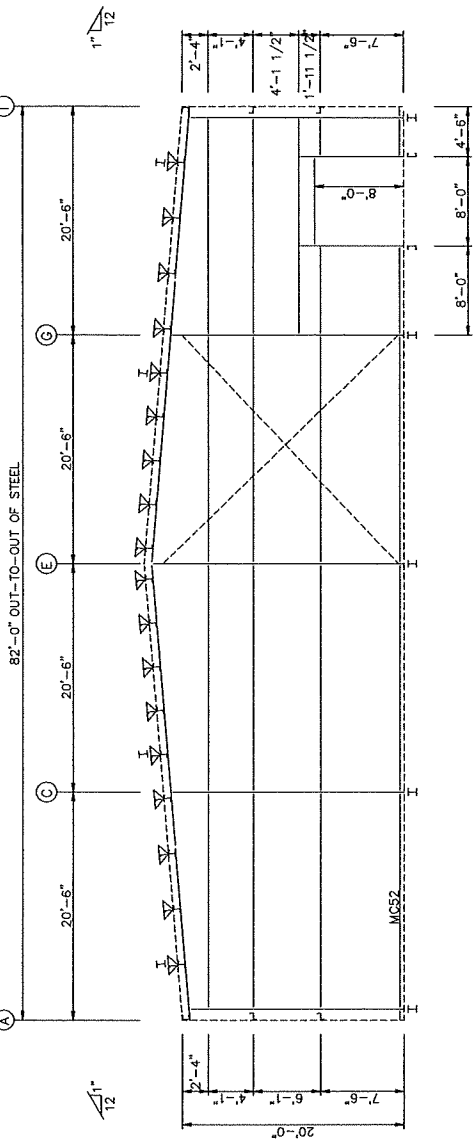

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BOLT TABLE

FRAME LINE	QUANT	TYPE	DIA.	LENGTH
ER-1/ER-2	8	A325	5/8"	2'-1/4"
ER-2/ER-2	6	A325	5/8"	2'-1/4"
Columns/Raft	8	A325	1/2"	1'-1/2"

FRAME LINE	QUANT	TYPE	DIA.	LENGTH
VID MARK	1	FBI80A	1"	8"



RIGHT ENDWALL SHEETING & TRIM: FRAME LINE 5
 PANELS: 26 Ga. A1 - Need Color Ceram-A-Star

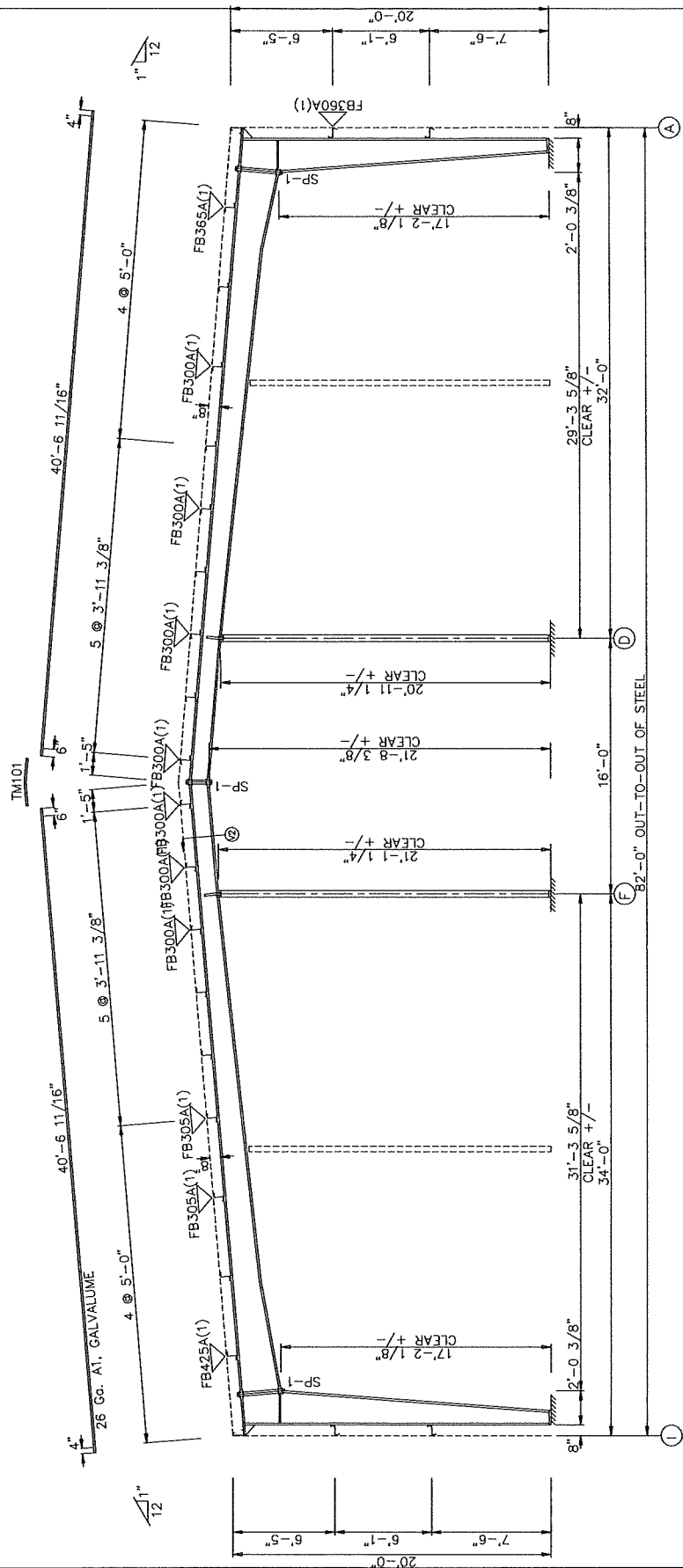
PROJECT	MAIPA FIRE - STORAGE	BEHEM MFG. CO.
PROJECT	215-2342A	ENDWALL FRAMING
ADDRESS		DESIGN: DRAFT: CHECK:
		DATE: 7/19/23 SHEET OF

NOT FOR CONSTRUCTION

SPLICE BOLT TABLE			
Mark	Qty	Top Bot	Int Type Dia Length
SP-1	4	4	0 A.325 0.750 2.50
			4 A.325 0.500 1.50

CAP PLATE BOLTS

FLANGE BRACES: Both Sides(U.N.)
A - L1.5x16G



RIGID FRAME ELEVATION: FRAME LINE 1

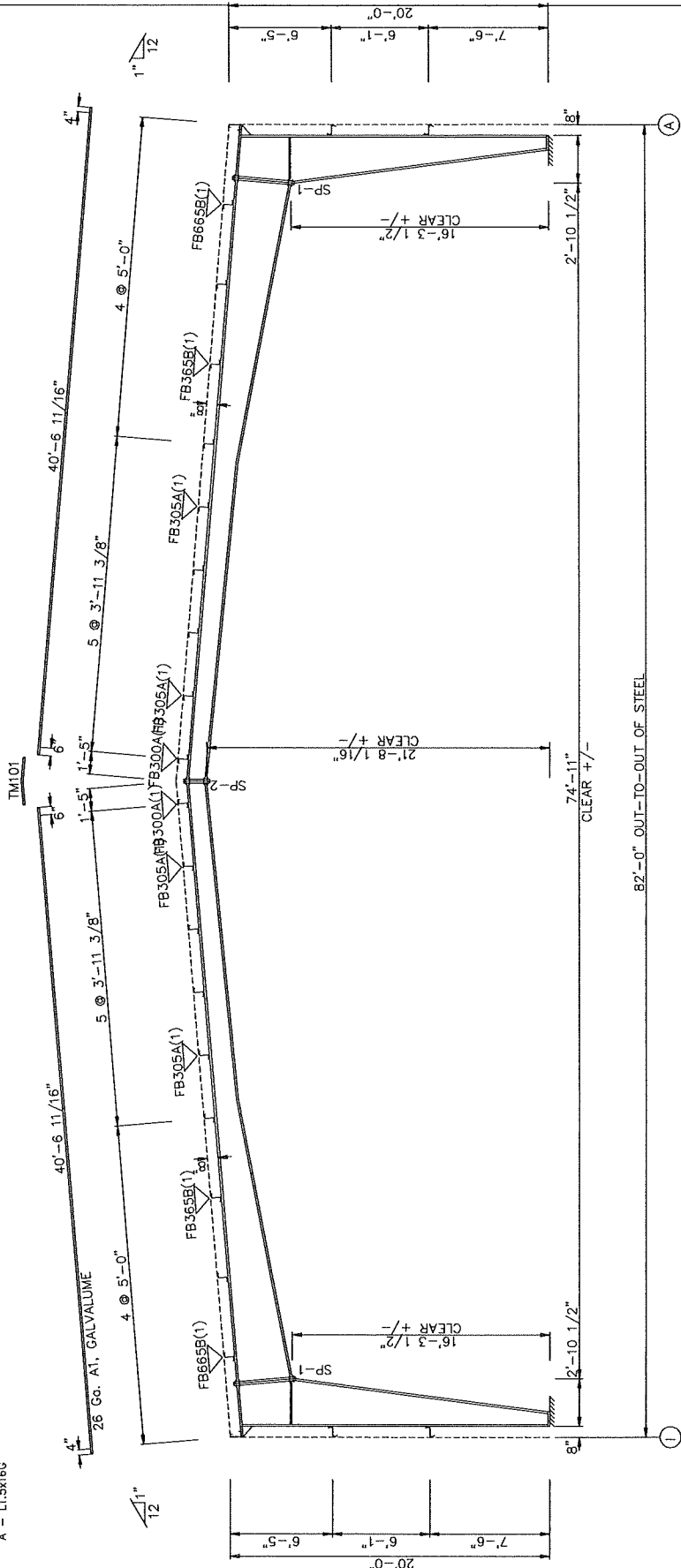
PROJECT	NAMPA FIRE -- STORAGE	RIGID FRAME ELEVATION
ID	213-2342A	DESIGN:
PROJECT	DATE: 7/19/23	DRAFT:
ADDRESS		CHECK:
		SHEET
		OF

BEHLEN MFG. CO.

NOT FOR CONSTRUCTION

SPUCE BOLT TABLE			
Mark	Qty	Top Bot	Int Type Dia Length
SP-1	4	4	0 A325 1.000 3.00
SP-2	4	4	0 A325 0.750 2.50

▽ FLANGE BRACES: Both Sides(U.N.)
 B - L2x14Gg
 A - L1.5x16G

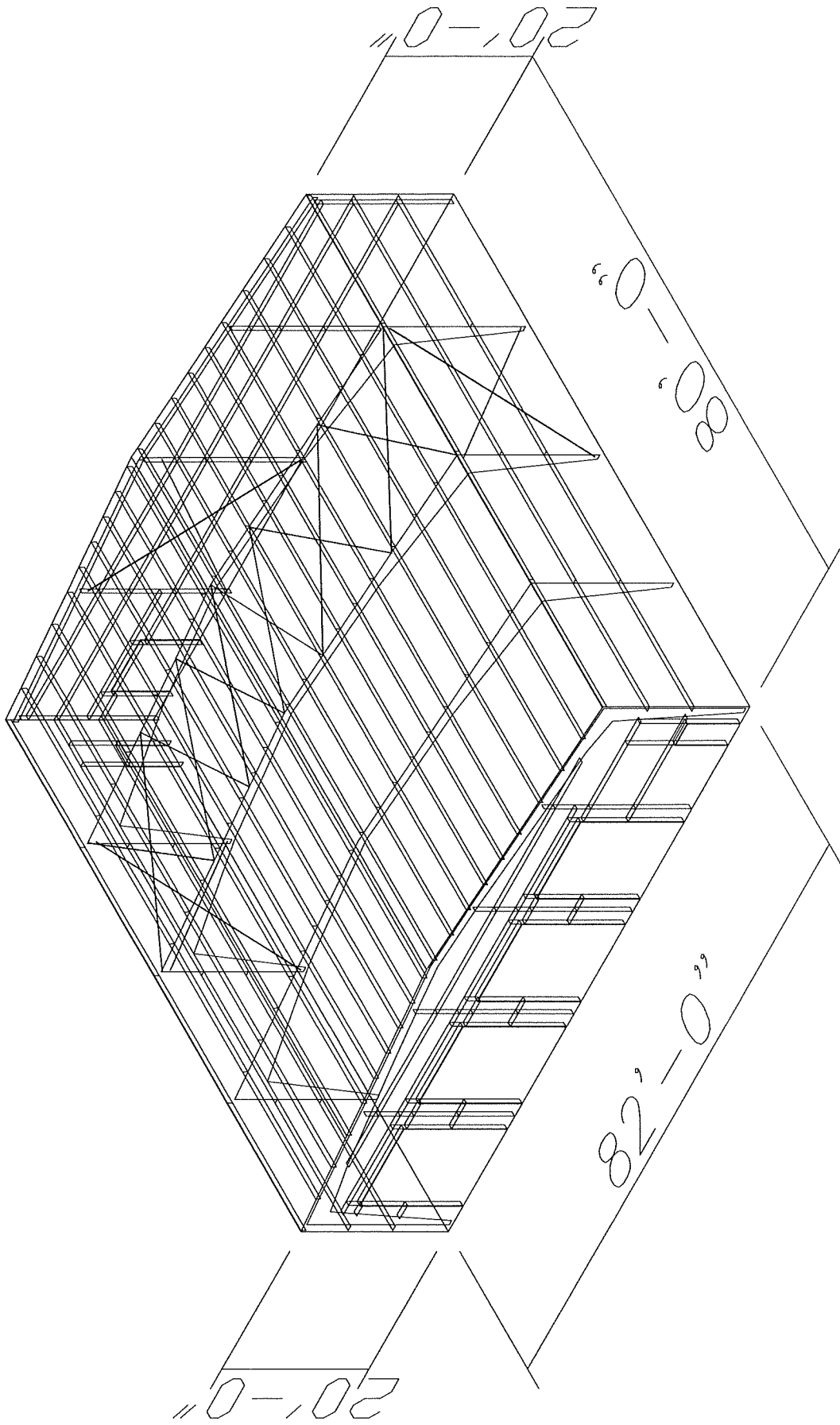


82'-0" OUT-TO-OUT OF STEEL

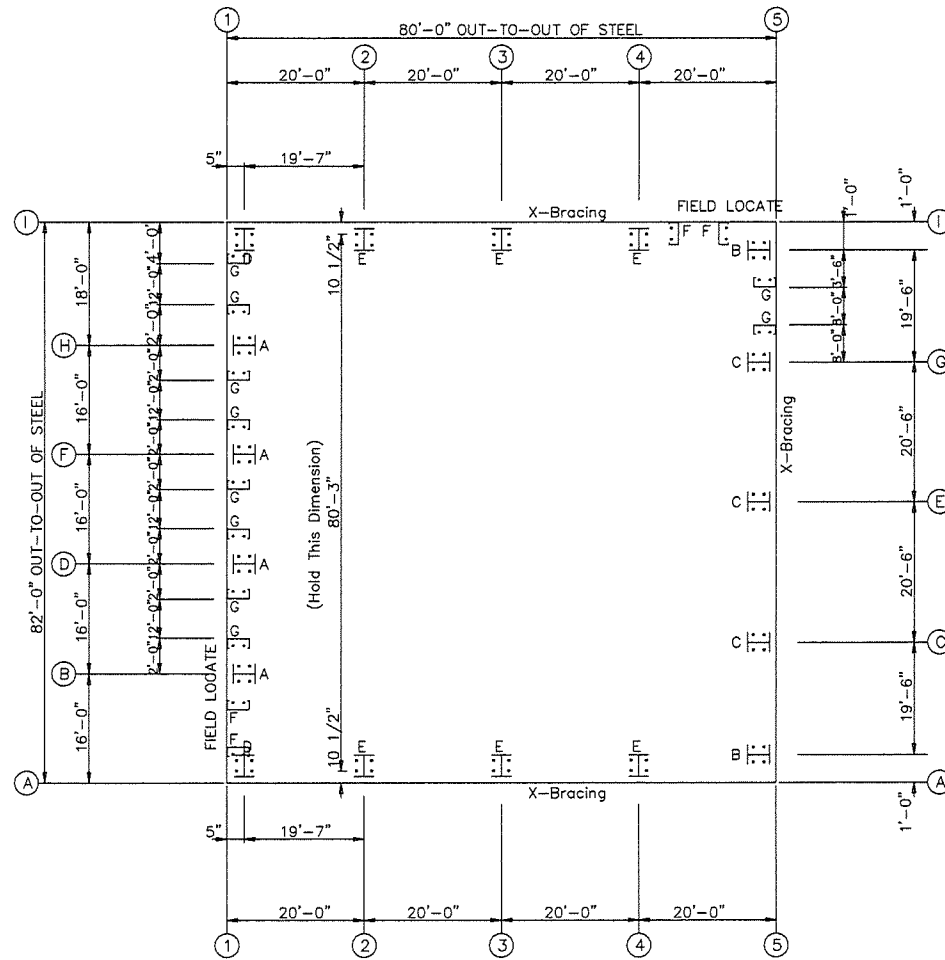
RIGID FRAME ELEVATION: FRAME LINE 2 3 4

PROJECT		BEHLEN MFG. CO.	
ID		RIGID FRAME ELEVATION	
PROJECT		DESIGN:	CHECK:
ADDRESS		DATE: 7/19/23	SHEET
			OF

NOT FOR CONSTRUCTION



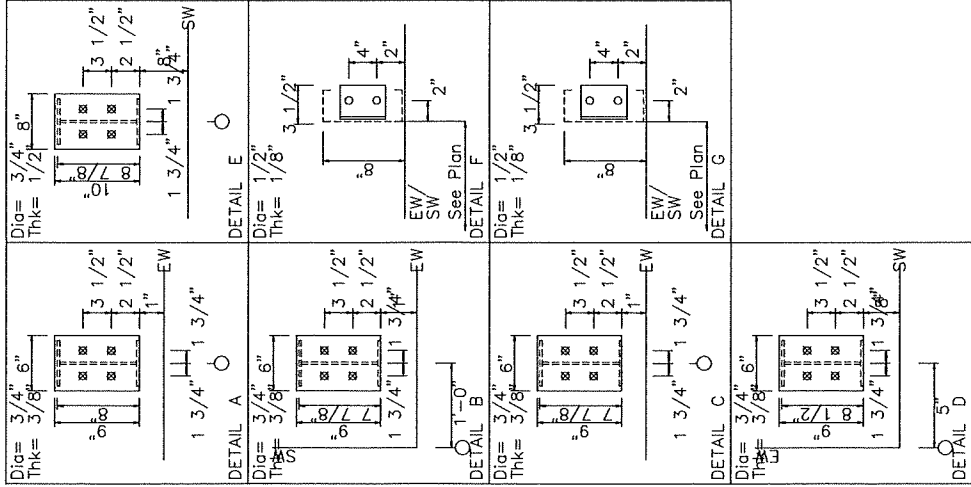
○ Dia= 1/2"
 ⊗ Dia= 3/4"



ANCHOR BOLT PLAN
 NOTE: All Base Plates @ 100'-0" (U.N.)

NOT FOR CONSTRUCTION

BEHLEN MFG. CO.			
PROJECT	NAMPA FIRE - STORAGE	ANCHOR BOLT PLAN	
ID	213-2342A	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS		DATE: 7/19/23	SHEET OF



PROJECT ID		PROJECT ADDRESS		BEHLEN MFG CO.	
MAMPA FIRE - STORAGE	213-2342A	ANCHOR BOLT DETAILS	DESIGN: DRAPF:	DATE: 7/19/23	CHECK: GF

NOT FOR CONSTRUCTION

ENDWALL COLUMN REACTIONS(k)

MAXIMUM DOWN = 12.9
 MAXIMUM HORIZONTAL = 3.1

NOTES FOR REACTIONS

Building reactions are based on the following building data:
 Width (ft) = 82.0
 Length (ft) = 80.0
 Eave Height (ft) = 20.0
 Dead Load (k/ft) = 1.0
 Dead Load (k/ft) = 2.5
 Collector Load (k/ft) = 5.0
 Frame Live Load (k/ft) = 20.0
 Min(gas) = 12.0
 Max(gas) = 21.0
 Wind Speed (mph) = 115.0
 Wind Code = IBC 18
 Cased/Open = C
 Importance Wind = 1.00
 Seismic Zone = D
 Seismic Coeff (FoS) = 0.44

ID Description

- 1 Dead+Collector+Min_SNOW
- 2 Dead+Collector+0.45Wind_Left1
- 3 Dead+Collector+0.75Snow+0.45Wind_Right1
- 4 0.6Dead+0.6Wind_Left1
- 5 0.6Dead+0.6Wind_Right1
- 6 0.6Dead+0.6Wind_Left2
- 7 0.6Dead+0.6Wind_Right2
- 8 0.6Dead+0.6Wind_Long1L
- 9 0.6Dead+0.6Wind_Long1R
- 10 0.6Dead+0.6Wind_Long2L
- 11 0.6Dead+0.6Wind_Long2R
- 12 Dead+Collector+1.0Snow+0.75Snow+0.52Seismic
- 13 Dead+Collector+FLUNB_SL
- 14 Dead+Collector+FLUNB_SL_R
- 15 0.6Dead+0.6Wind_Right+0.6Wind_Suction
- 16 0.6Dead+0.6Wind_Left+0.6Wind_Suction
- 17 0.6Dead+0.6Wind_Left+0.6Wind_Long1L
- 18 0.6Dead+0.6Wind_Pressure+0.6Wind_Suction
- 19 0.6Dead+0.6Wind_Right+0.6Wind_Suction
- 20 0.6Dead+0.6Wind_Right+0.6Wind_Suction
- 21 Dead+Collector+FLUNB_SL_R
- 22 0.6Dead+0.6Wind_Suction+0.6Wind_Long1L
- 23 0.6Dead+0.6Wind_Suction+0.6Wind_Long1R
- 24 Dead+Collector+EJUNB_SL
- 25 0.6Dead+0.6Wind_Suction+0.6Wind_Long2L

ANCHOR BOLT SUMMARY

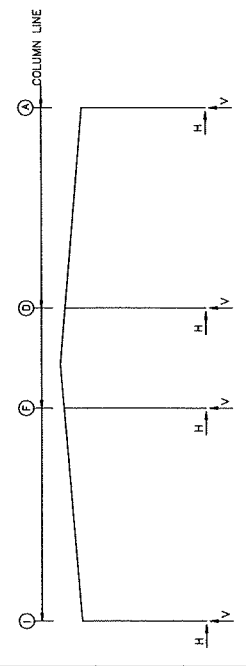
Qty	Locate	Dig (in)	Type	Proj (ft)
0 28	Joint	1/2"	F1554	1.00
88 36	Endwall	3/4"	F1554	2.50
8 32	Frame	3/4"	F1554	2.50

BUILDING BRACING REACTIONS

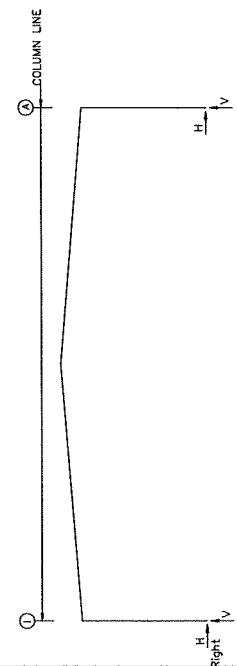
Loc	Line	Col	Reactions(k)			Note
			Wind	Horz	Vert	
B-EW	1	3,4	7.9	7.0	4.6	4.1
B-EW	5	E,C	3.6	3.8	1.4	1.5
B-SW	1	4,3	7.9	7.0	4.6	4.1

(h) Rigid frame at endwall

FRAME LINES: 1



FRAME LINES: 2 3 4



RIGID FRAME: MAXIMUM REACTIONS

Frm Line	Col Line	Load			Column Reactions(k)		
		Id	H	V	Id	H	V
1	I	3	2.3	4.6	6	-2.5	-2.6
1	A	7	2.5	-2.2	2	2.3	4.5
1	F	9	0.0	-4.6	9	0.0	-4.6
1	D	11	0.0	12.5	11	0.0	-4.4
1	H	14	0.0	-11.5	11	0.0	-4.4

RIGID FRAME: MAXIMUM REACTIONS

Frm Line	Col Line	Load			Column Reactions(k)		
		Id	H	V	Id	H	V
2*	I	1	22.0	28.4	6	-6.7	-7.5
2*	A	5	6.7	-7.5	1	-22.0	28.4
2*	H	1	-22.0	28.4	10	3.0	-11.1

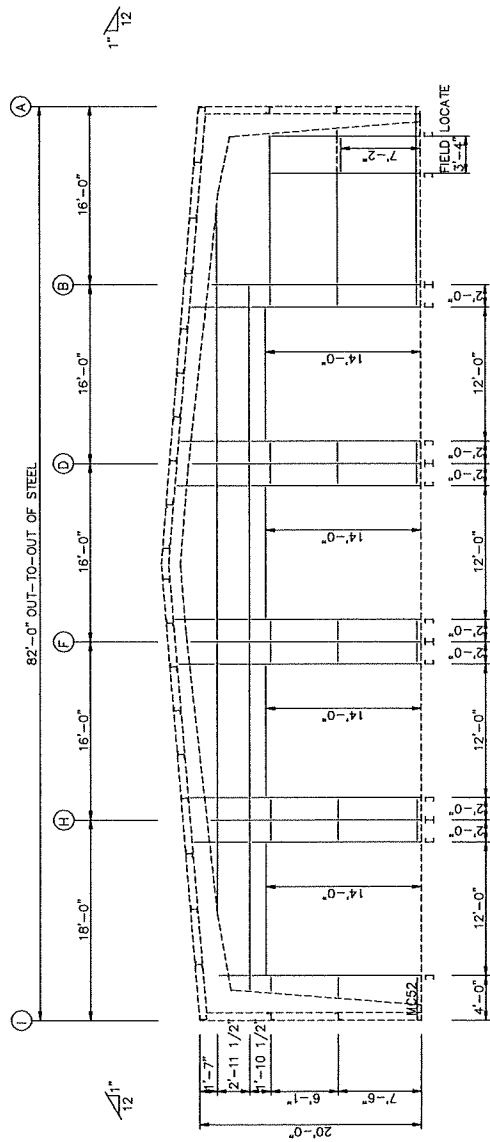
2* Frame lines: 2 3 4

BEHLEN MFG. CO.			
PROJECT	NAMPA FIRE - STORAGE	ANCHOR BOLT REACTIONS	
ID	213-2342A	DESIGN:	CHECK:
PROJECT	DATE: 7/19/23	DRAFT:	SHEET
ADDRESS			OF

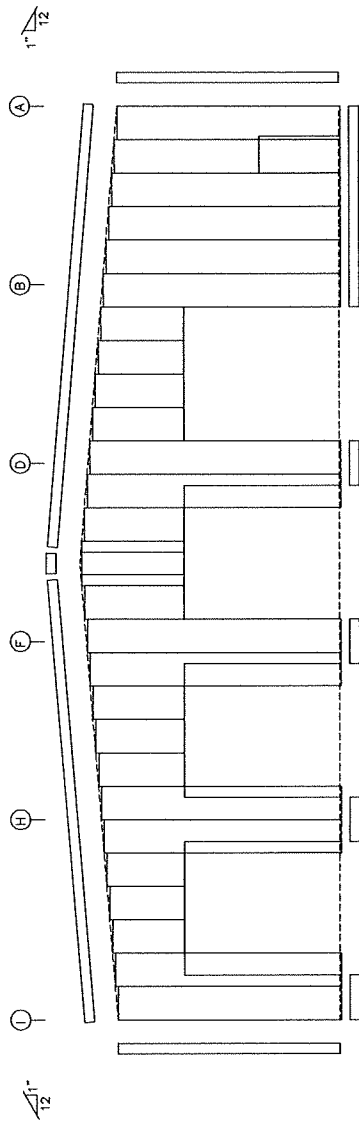
NOT FOR CONSTRUCTION

BOLT TABLE

FRAME LINE 1	QUANT	TYPE	DIA.	LENGTH
EC-1/FRAME	8	A325	1/2"	1/2"
EC-2/FRAME	4	A325	1/2"	1/2"
EC-3/FRAME	4	A325	1/2"	1/2"
EC-4/FRAME	8	A325	1/2"	1/2"



LEFT ENDWALL FRAMING: FRAME LINE 1



LEFT ENDWALL SHEETING & TRIM: FRAME LINE 1
 PANELS: 26 Ga. A1 - Need Color Ceram-A-Star

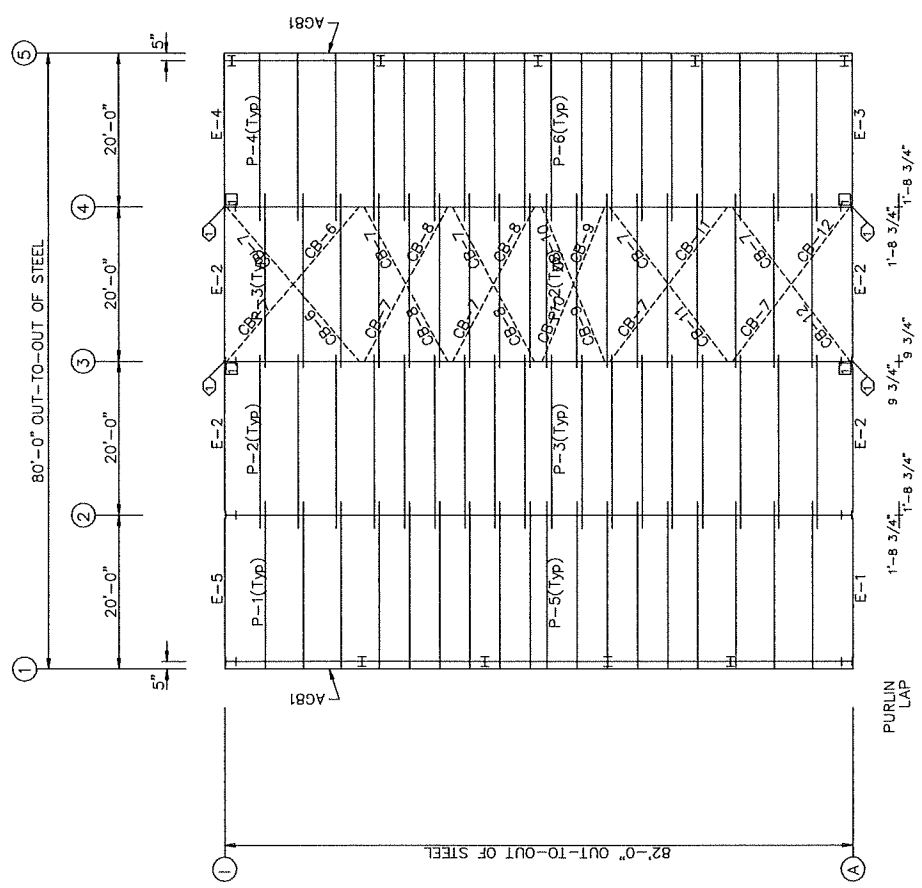
PROJECT	MAURA FIRE - STORAGE	BEHELEN MFG. CO.
PROJECT	213-2342A	ENDWALL FRAMING
ADDRESS		DESIGN: []
		DATE: 7/19/23
		CHECK: []
		SHEET [] OF []

NOT FOR CONSTRUCTION

SPECIAL BOLTS & WASHERS

ROOF PLAN	DATE	BY	LENGTH	WIDTH
010	4/25/06	ASB	117'-0"	117'-0"

CONNECTION PLATES	DATE	BY
1	11/17/06	ASB



40'-6 11/16" (27)

40'-6 11/16" (27)

TM101 (27)

ROOF SHEETING
 PANELS: 26 Ga. A1
 GALVALUME

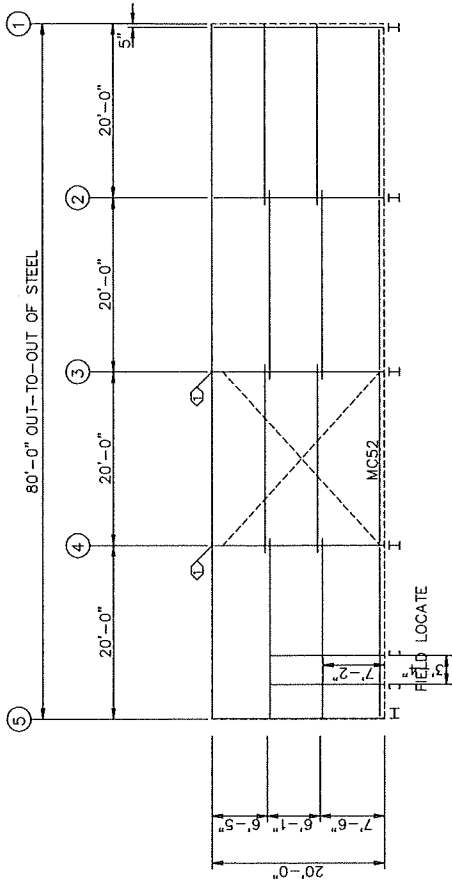
ROOF FRAMING PLAN

PROJECT	MAMPA FIRE - STORAGE	ROOF FRAMING	DRAFT	CHECK
ID	213-2342A	DESIGN	DATE: 7/19/23	SHEET 0F
PROJECT ADDRESS				

BEHLEN MFG. CO.

NOT FOR CONSTRUCTION

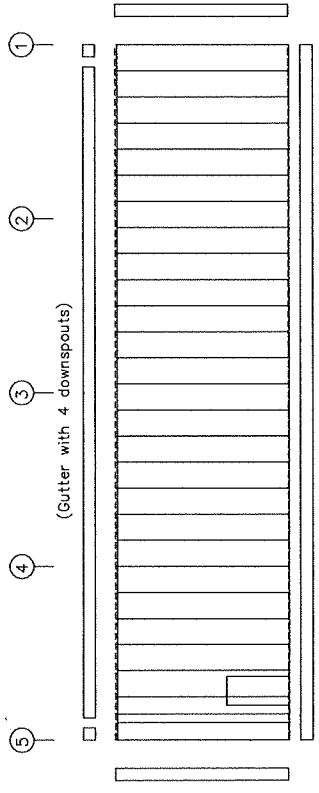
SPECIAL BOLTS	QUANTITY	DIA.	LENGTH	WASH
1	4	A325	172	0



GIRT LAPS

9 3/4" x 9 3/4" 9 3/4" x 9 3/4" 9 3/4" x 9 3/4" 9 3/4" x 9 3/4"

BACK SIDEWALL FRAMING: FRAME LINE I

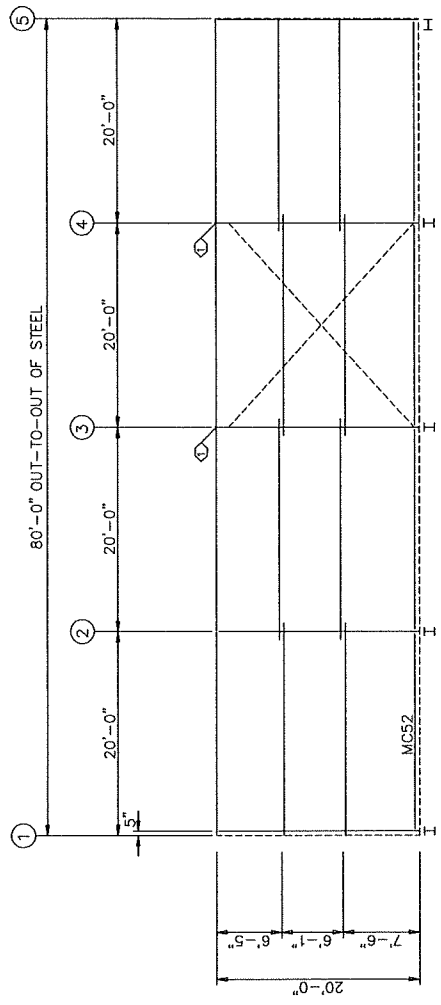


BACK SIDEWALL SHEETING & TRIM: FRAME LINE I
 PANELS: 26 Ga. A1 - Need Color Ceram-A-Star

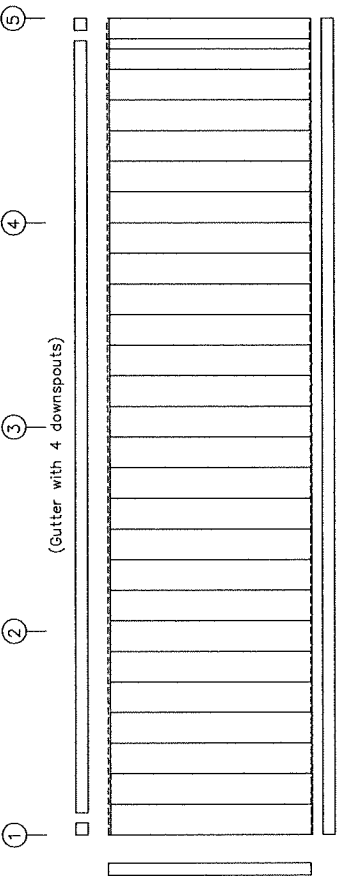
PROJECT	MAMPA FIRE - STORAGE	BEHEM MFG. CO.
ID	213-2342A	DESIGN: SIDEWALL FRAMING
PROJECT ADDRESS		DRAFT: []
		DATE: 7/19/23
		CHECK: []
		SHEET 0F

NOT FOR CONSTRUCTION

SPECIAL BOLTS	QUAN	TYPE	DIA	LENGTH	WASH
1	4	A307	1/2"	1 1/2"	0



GIRT LAPS
 9 3/4" ± 3/4"
 9 3/4" ± 3/4"
 9 3/4" ± 3/4"
 9 3/4" ± 3/4"
 FRONT SIDEWALL FRAMING: FRAME LINE A



FRONT SIDEWALL SHEETING & TRIM: FRAME LINE A
 PANELS: 26 Ga. A1 - Need Color Ceram-A-Star

NOT FOR CONSTRUCTION

PROJECT	NUMBER	FIRE - STORAGE	SIDEWALL FRAMING
PROJECT	213-2342A	DESIGN	DRAFT
PROJECT	DATE: 7/19/23	SHEET	CHECK
ADDRESS			OF

BEHLEN MFG. CO.

**NAMPA FIRE PROTECTION DISTRICT
AND
NAMPA FIRE FIGHTERS LOCAL 804**

CONTRACT

January 1, 2024

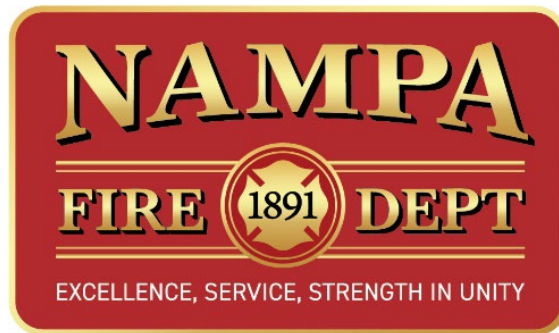


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ARTICLE 1 - SECTION 1 - GENERAL

The Nampa Fire Protection District, hereinafter referred to as the "District" and Local 804 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union", in order to increase the general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employer, and to promote the morale, rights and well-being of the members of the Fire Department, hereby agree as follows:

ARTICLE 1 - SECTION 2 - TERM OF AGREEMENT

This agreement shall be effective January 1st, 2024 and shall remain in full force and effect until December 31st, 2026 provided however, that this agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto.

ARTICLE 2 - SECTION 1 - RECOGNITION

The District hereby recognizes the Union as the sole and exclusive representative of all the firefighters of the Fire Department, except supervisors as defined in Article 44-1801, 1812 of the Idaho code for the purpose of bargaining with respect to wages, hours of work, and working conditions and all other terms and conditions of employment.

Members - Shall be all firefighters employed by the District, in accordance with the term firefighter, as defined in Idaho Code, Title 44, Chapter 18.

40-hour member - Members assigned to work a forty (40) hour workweek schedule.

56-hour member - Members assigned to work a fifty-six (56) hour average hour per week

ARTICLE 2 - SECTION 2 - OPEN SHOP

Employees are not required to join the Union as a condition of employment.

ARTICLE 2 - SECTION 3 - PAYROLL DEDUCTION (UNION DUES)

As a service to the members, the District will, upon individual written request, deduct monthly Union dues or service charges from the member's salary. It is understood that it will not be the responsibility of the District to remit Union dues, nor any portion thereof, to the Union's International Office. It is further understood that the deduction of Union dues is not mandatory for the member and is not a condition of employment.

ARTICLE 2 - SECTION 4 - DISCRIMINATION

The District agrees not to discriminate against any member for his/her activity on behalf of, or membership in, the Union. The District and Union agree that there shall be no discrimination against any member because of sex, race, color, creed, national origin, age, pregnancy, sexual orientation and gender identity, genetic information, disability, or religion.

ARTICLE 2 - SECTION 5 - UNION BUSINESS

Members elected to state or local Union office may be granted time off to attend state functions, conventions, conferences, and seminars within the State of Idaho, provided that the District is given seventy-two (72) hour notice and approves such leave. In addition, as many as three members of the negotiation committee shall be allowed time off for all negotiation meetings which shall be mutually agreed upon by the District and the Union provided that such leave be approved by the District.

ARTICLE 3 - SECTION 1 - SAVINGS CLAUSE

If any provision of this agreement or the application of such provision should be rendered or declared invalid by any court action, or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 3 - SECTION 2 - BENEFITS AND PREVAILING RIGHTS

All rights, privileges, and benefits held by the members, at the present time, which are not included in this contract, shall remain in force unless a change is agreed to by both parties.

ARTICLE 4 - SECTION 1 - PUBLIC EMPLOYEES

The District 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 may merit the respect and confidence of the general public. Conduct unbecoming of a public employee shall constitute grounds for disciplinary action.

ARTICLE 4 - SECTION 2 - WORKING CONDITIONS

- A.) The Union recognizes that the District is engaged in a vital public service requiring continuous operations and hence recognizes the Union's obligations together with the District to work toward continued service to the District.

- B.) A minimum of 1 hour per weekday shift between 8:00 a.m. and 5:00 p.m. will be allotted for study in work-related subjects including regular department training. Time is to be allowed in a consistent manner among shifts but shall not interfere with emergency operations.

ARTICLE 4 - SECTION 3 - WORKING RULES

The Union agrees that its members shall comply, in full, with the District Rules and Regulations, including those relating to conduct and work performance.

ARTICLE 4 - SECTION 4 - NO STRIKE CLAUSE

The Union agrees not to strike or take part in a strike upon consummation and during the term of this Agreement. No members shall recognize a picket line of any labor organization in the performance of their official duties.

ARTICLE 5 - SECTION 1 - MANAGEMENT RIGHTS

All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement, are recognized by the Union as being retained by the Employer.

These rights include but are not limited to the following:

- A) To maintain the efficiency and to make, alter and enforce reasonable rules and regulations to be observed by employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement;
- B) To direct, hire, promote, and transfer and for just and reasonable cause demote, suspend, discipline or dismiss employees;
- C) To evaluate jobs, classify positions and establish qualification requirements of new-hires;
- D) To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the services to be provided and performed; to schedule work; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary by the Employer, provided that such regulations are not contrary to the terms and conditions set forth in this Agreement.
- E) The District will notify the Executive Board of the Union no less than 30-days prior to the implementation of new, changed, or deleted rules and/or procedures for input. New or changes

to the current rules and procedures that are brought forward either by the Union Safety Committee or the District that address a specific safety concern will not be subject to the 30-day waiting period. The District agrees to meet with the Safety Committee following such adoption to ensure proper implementation of the new or changed Rules and/or Procedures.

- F) Nothing in this article shall be construed as a waiver to bargain pursuant to Idaho Code § 44-1802.

ARTICLE 5 - SECTION 2 - LIVING BOUNDARIES

There is no current living boundary restriction for members of the Union. If having adequate Call Back personnel ever becomes a concern, both parties to this contract mutually agree to meet to renegotiate this section.

ARTICLE 5 - SECTION 3 - STATION EQUIPMENT

The City shall furnish each station with the following equipment essential to good working and living conditions: cooking and eating utensils, dish soap, and any other items mutually agreed upon by the Chief and the members of the District and the District.

ARTICLE 6 - SECTION 1 - HOURS OF WORK AND DESIGNATED WORK PERIODS

- A) The designated work periods for all 56-hour members shall be a twenty-four (24) day cycle.
The regular work schedule for 56-hour members shall be two (2) twenty-four (24) hour shifts on duty worked consecutively and then four (4) twenty-four (24) hour days off. A shift is defined as twenty-four (24) hours of duty starting at eight o' clock a.m. and ending at eight o' clock a.m. the following day. For illustration purposes, the regular work schedule for 56-hour members is listed below with an X representing an on-duty shift and O representing a shift off:

XXOOOO

The FLSA work period for the 48/96 work schedule, beginning midnight 10/06/2012, will be conducted on a 24-day cycle.

For purposes of personal leave, the two shifts will be considered as two separate 24-hour shifts beginning at 08:00 on one day and ending at 08:00 on the next day.

- B) The designated work periods for all prevention bureau and training division members shall be forty (40) hours per week or less. The final decision on the allowed schedule will be at the

determination of the supervising Chief, and will consider the needs of the member, division, District, and community. 40-hour members have two possible work schedules:

- 1) Five 8-hour days Monday through Friday 8am – 5pm with a one-hour lunch break between the hours 11am - 1pm.
- 2) Four 10-hour days
 - a) Monday – Thursday 7am – 6pm with a one-hour lunch break between the hours 11am - 1pm.
 - b) Tuesday – Friday 7am – 6pm with a one-hour lunch break between the hours 11am - 1pm.

Working through lunch will only be allowed with prior permission from a direct supervisor.

Physical Fitness work schedule for 40-hour members. Working out on duty:

- 1) Workout locations will be within District limits i.e., Fire Stations, Parks, Recreation Centers, walking paths, and licensed Gyms.
- 2) The designated scheduled work out time will be consistent for each member and meet the demands and needs of the District. Major variations of work out times and locations shall be approved by a supervisor.

The holiday work schedule for 40-hour members. During a work week with a holiday which occurs on the members normal day off, the member shall be given the next following workday as their holiday

- 1) Holidays that fall on the weekends shall follow District policy. Additional time off will be counted as PL used.
- 2) During times the District and/or fire department administration declare the office closed, 40-hour members shall be granted time off with pay.

ARTICLE 6 - SECTION 2 - CALL BACK – SCHEDULED SPECIAL EVENTS - HOLDOVER - FLSA CYCLES

CALL BACK

Callback time shall be paid at the rate of time and one-half (1½) of the member's hourly wage rounded to the next ¼ hour for actual hours worked in excess of a minimum of four (4) hours pay if called in off duty.

SCHEDULED SPECIAL EVENTS

Scheduled overtime for special events that are worked on a voluntary basis shall be paid at a rate of time and one-half (1 ½) of the member's hourly wage rounded to the next ¼ hour for actual hours worked. Special events include: event standby, proctoring/assisting testing events, mandatory meetings, and other

mutually agreed upon events.

HOLDOVER

Holdover time shall be paid at a rate of time and one-half (1 ½) of the member's hourly wage rounded to the next ¼ hour for actual hours worked.

56-HOUR WORK PERIOD - FLSA 24 DAY CYCLE

Overtime shall be paid at a rate of one-half of the 56-hour members hourly wage to the next ¼ hour for actual hours worked in excess of 182 hours in each 24-day FLSA work period.

40-HOUR WORK PERIOD - FLSA 14 DAY CYCLE

Overtime shall be paid at a rate of one-half of the 40-hour members hourly wage to the next ¼ hour for actual hours worked in excess of 80 hours in each 14-day FLSA work period.

ARTICLE 6 - SECTION 3 - COMPENSATORY TIME

Compensatory Time (Comp Time) shall be administered as outlined in the Comp Time policy approved between the Union and the District. The purpose of Comp Time is to compensate members of the bargaining unit for time spent off-duty to attend training classes in accordance with comp time policy and approved classes. Comp Time may also be accrued by members for any unreimbursed travel time they may incur for contracted services, i.e. State or Federal requested responses to wildland fires for structural protection. The comp time rate is one and one-half hours (1 ½) for each hour attending classes, meetings, and travel to and from contracted services approved by the District.

- 1) 40-hour members may elect to accrue comp time in lieu of overtime pay. 40-hour members may accrue up to a maximum of 120 hours. Any time over 120 hours shall be paid as overtime
- 2) 40-hour members may elect to use Flex Time in lieu of overtime for work related duties outside of regularly scheduled work hours. Both the 40-hour member and supervisor must agree upon the election and use of Flex Time. Flex Time must be used within the pay period in which the hours were worked.
- 3) 56-hour members may elect to accrue Comp Time in lieu of overtime pay. 56-hour members may accrue up to a maximum of 360 hours of Comp Time. Any time over 360 hours shall be paid as overtime.

ARTICLE 6 - SECTION 4 – PERSONAL LEAVE / COMP TIME BANK

To ensure the good morale and well-being of the members of the bargaining unit, the District agrees to

establish a Personal Leave/Comp Time Bank not to exceed two thousand (2,000) hours total accumulation at any one time, utilizing voluntarily donated hours of Personal Leave or Comp Time from members of the bargaining unit. The use of such hours will be subject to the discretion of the duly elected Executive Board of the Union for the application as they see fit to better the lives of the members of the bargaining unit. The hours donated will carry no cash or any other value except to grant time off to another member of the bargaining unit when requested in a manner to be set by the Executive Board of the Union.

The Union agrees to indemnify and hold harmless the District for acting as an agent of the Union to administer the transfer of Personal Leave and Comp Time hours into the bank. This indemnity shall extend to any action brought against the District regarding the administration of the bank, including any action alleging impropriety of members to receive hours from the bank.

ARTICLE 6 - SECTION 5 - TRAINING RETURN TIME (OUT OF AREA CLASSES)

Any member who has traveled out of area (more than 70 miles from Nampa) for 4 days or more to attend a District approved class, will not be required to return to shift for 12 (twelve) hours after arriving back into area. Any additional hours requested by the member will be charged personal leave to cover remainder of shift. Approval of additional leave will be at the discretion of the District.

Example: Member returns from two-week class and arrives back in area on his/her scheduled shift day at 10:00 A.M. This member will be required to report for duty at 10:00 P.M. that day. He/she may request remainder of shift as Personal Leave at the discretion of the District.

ARTICLE 6 - SECTION 6 – SHIFT TRADES

Shift trading shall be subject to the District's approval. The "District," in the context of this agreement shall include the Chief, the Deputy Chiefs and anyone authorized and delegated by the Chief.

ARTICLE 6 - SECTION 7 – FIRE INVESTIGATION STANDBY

When assigned by the Fire Chief, one (1) Deputy Fire Marshal Certified Fire Investigator, shall be assigned to standby each day, for call-in when off duty for the purpose of responding when requested.

Standby is compensable as follows:

1. Monday through Friday: One (1) hour at employee's base rate of pay.
2. Saturday, Sunday: Two (2) hours at employee's base rate of pay.
3. Holidays: Four (4) hours at employee's base rate of pay.

When requested for response and the investigator travels to and arrives at the emergency scene, investigator shall receive a minimum of 3-hour call-back compensation or actual time worked, whichever is greater.

ARTICLE 7 - SECTION 1 - PROMOTION PROCEDURES

The following procedures shall govern all promotions for positions within the established bargaining unit:

- A) Examination shall be impartial and shall relate to those subjects which will fairly test the candidate's ability to discharge the duties of the position to be filled.
- B) Eligibility for promotion to all positions shall be as follows:

Firefighter II	NFPA Standard & NFD FFII requirements
Senior Firefighter	Firefighter II and Driver/Operator Qualified
Driver/Operator	Senior Firefighter
Deputy Fire Marshal	4 years of experience with the District or 2 years with the District and 2 points of verified prior service. See Exhibit C for "Promotional Testing lateral Experience Worksheet" and "Deputy Fire Marshall Test Eligibility Form".
Training Captain	Officer Qualified Senior Firefighter
Captain	7 years' experience with the Nampa Fire Protection District in fire suppression; Officer Qualified Senior Firefighter or the combination of at least 3 years experience with the Nampa Fire Protection District in suppression and 4 points of verified prior service. A member shall be eligible to test for Captain in the testing cycle in which they will complete their 7th year in fire suppression or achieve the combination of verified prior service plus years of service that equal 7. That member will not be able to accept a promotion until they have completed their 7th year in fire suppression with the Nampa Fire Protection District or 3 years in suppression with verified prior service equaling at least 7. See Exhibit C for "Promotional Testing Lateral Experience Worksheet" and "Captain's test Eligibility Form". Members will be eligible to work out of classification (step-up) into the Captain rank with 5 years of experience with the District or 5 years of combined experience with 3 years with the District and 2 points of verified prior service, and completion of the Officer

Development Program.

Battalion Chief

Captain with 3 years' experience as a Captain in Suppression or Training at Nampa Fire Protection District and who has not been on disciplinary probation in the 3 years preceding the promotional test. As of the testing cycle of 2025, Captain with three years of experience in Suppression or two years in Training and one year in suppression at Nampa Fire Protection District and who has not been on disciplinary probation in the 3 years preceding the promotional test.

- C) As a condition of continued employment and before being assigned to shift and firefighting duties, probationary firefighters shall pass the department Firefighter Academy written test with at least 75% proficiency. Probationary firefighters will be given two opportunities to pass the Firefighter Academy written test. All probationary firefighters will achieve Firefighter I state certification within a period of 12 months from his/her date of hire. Any firefighter who fails the state certification test shall have the opportunity to request an additional test, provided the request is made within the original 12-month period.

If a probationary firefighter is unable to obtain state certification within the designated time period due to extenuating circumstances, additional time may be requested. Decisions regarding the allowance of extra time will be made by a review committee consisting of the Fire Chief, Firefighter's shift officer, and a designated union representative. All review committee decisions are final.

Quarterly evaluations of probationary firefighters will be completed by shift officers in a timely manner. Evaluations are to be placed in that employee's personnel file. This will ensure that each probationary firefighter is progressing through the required program.

- D) Tests for Firefighter I and Firefighter II will be International Fire Service Accreditation Congress (IFSAC) certified. The Firefighter II course may not be challenged.
- E) Members who are Firefighter II and who successfully complete and maintain proficiency with the department driver operator qualification requirements will be promoted to Senior Firefighter and will be eligible to step up to Driver Operator positions.
- F) Members who are Senior FF and who have successfully completed the department officer qualification requirements will be eligible to step-up to Captain positions.

- G) Promotional lists for driver operators, training captains, suppression captains, and battalion chiefs shall be maintained for 2 years, or as need arises as determined by the District.
- H) Promotional procedures for Deputy Fire Marshal, Suppression Captain, and Battalion Chief shall consist of a written test, assessment center, and a peer evaluation for a total of 800 points possible plus seniority points. Four (4) seniority points will be given for each completed year of service, as defined in the CBA, with the Nampa Fire Protection District. Resource material used for the written test will be identified and available at least 120 days prior to the written test. .

Officers Testing Scoring	Minimum Points to Pass	Maximum Points Available
Written Test	140	200
Assessment Center		
Command Scenario 1	84	120
Command Scenario 2	84	120
Administrative Skills Lab	84	120
Interview		
Peer Evaluation	N/A	120
Total Points Available		
		800
Years of Service Points	N/A	
Total Score		

The successful candidate will be selected by the Chief from among the top three scoring candidates. Prior to making the final decision, the Chief shall consult with senior staff for their input regarding the top three candidates. Any member passed over for promotion in favor of another member who achieved a lower score shall be entitled to discuss with the Chief the reasons why that member was not promoted. After the discussion the Chief will send the member a letter summarizing the discussion.

- I) Promotional procedures for Training Captain shall consist of a canned course instruction (30 minutes of instruction), a self-created course instruction (30 minutes of instruction), an oral

interview, and a peer review. In addition to these test components, the candidate must have passed the most recent Suppression Captain's promotional exam, or be a promoted Suppression Captain. Results of the Captains test conducted for the purpose of promotion to Training Captain will have no impact on the current promotional list for Suppression Captain. The requirements to pass the Captains test for the Training Captain position will be the same as the requirements to pass the Suppression Captain exam, listed in Article 7 - Section 1 - Paragraph H. One half (1/2) point will be given for each completed year of service with the District. A completed year of service is an unbroken year, a 12 consecutive month period, with the District. Resource material will be provided 120 days prior to the written test. Scoring for the Training Captain specific requirements will be as follows:

- 25% - Canned Course Instruction
- 25% - Self Created Course Instruction
- 25% - Oral Interview
- 25% - Peer Review

Example:

Canned Course Score: 82
+ Self-Created Course Instruction: 86
+ Oral Interview: 90
+ Peer Review: 89
/ 4 = 86.75
+ Years of Service (10/2) 5
Total Score: 91.75

- I) A tested and promoted Training Captain can return to Suppression as a Suppression Captain when there is an opening in a Suppression Captains position, and he/she has completed two years in the Training division as a promoted Training Captain. A tested and promoted Training Captain can return to the Suppression before the two-year commitment is completed, but they will return to the position they held before promoting to Training Captain.
- J) Promotional examinations for Driver/Operator shall consist of 50% written and 50% practical tests. A minimum score of 70% is required on all written and practical sections with the exception of the address portion, which requires a score of 90% to pass. Candidates who pass all sections of the test will be placed on an eligibility roster according to their combined test scores. Driver/Operators will be promoted to fill vacancies from the top of the eligibility roster in the order they placed on the roster.
- K) All firefighters who receive a promotion will have a one-year probationary period. During said probationary period, the firefighter will receive quarterly written performance evaluations completed by his/her Officer.

- L) If in the event of promotion or advancement, a member is disqualified or voluntarily turns down such promotion or advancement, he/she shall remain in the seniority position he/she held prior to the offer of advancement. The opportunity to qualify for the advancement or promotion shall pass to the member immediately below him/her in seniority and so on down the ranks. The advancing member will receive the additional pay and allowances appropriate to the advancement in rank. All members will maintain the same seniority position without regard to advancement or disqualification, voluntary or involuntary. Members passed over in promotion shall not be discriminated against nor penalized in any way and shall have the option of applying for promotion at the next opportunity. This section does not exempt any member from the requirements set forth in subsection C of this article.
- M) Any member who has been absent for a period greater than six (6) months, for any reason, from a position previously held may, at the discretion of the Chief, be required to complete refresher training to demonstrate competence before being allowed to perform the duties of the position.
- N) Members hired as paramedic/firefighters shall maintain their paramedic certification at all times unless they are promoted to a position that no longer requires such certification or a vacancy for a non-paramedic position occurs.

ARTICLE 7 - SECTION 2 – WORKING OUT OF CLASSIFICATION

Any member qualified to accept the responsibilities and carry out the duties of a rank above that which he/she normally holds shall do so to meet the needs of the Fire Department. The member will not receive extra compensation for working above their normal rank. Any member assigned to a lower rank shall be paid at the same rate as his/her regular pay or rank. To be eligible to work as a step-up Driver, Captain, or Battalion Chief the member must satisfy the requirements as outlined in the department's policy for promotional procedures in Article 7 - Section 1 - Promotional Procedures.

ARTICLE 7 - SECTION 3 - PERSONNEL REDUCTION

In the case of personnel reduction, the member with the least seniority shall be released first. No new employees will be hired until the furloughed members have been given the opportunity to return to work.

ARTICLE 7 - SECTION 4 -VACANCY

The District and the Union agree that vacancies occur in bargaining unit positions for various reasons. The District agrees that when vacancies occur in a bargaining unit position for any reason other than layoffs as outlined in Article 7 Section 3, the bargaining unit position(s) must be filled within 30 days of vacancy for the positions for which an eligibility roster is maintained, or those positions which do not require a testing procedure. The District will give first consideration to members on applicable eligibility lists. When a vacancy occurs that requires the hiring of a new member, and additional vacancies within the next 12 months are anticipated, the 30 days may be extended if mutually agreed by the District and

the Union.

In the case of a vacancy for a bargaining unit position that will be filled by a promotion and requires a testing procedure, the date of the promotional test must be posted within 10 days of the vacancy and provided there are no changes in testing reference materials, the test will be given 90 days (+/- 5 days) thereafter. (If the reference materials for the various promotional tests applicable to the vacancy have been changed, the test will be given 120 days (+/-5 days) following the announcement as per the Contract, Article 7 - Section 11). An offer of promotion will then be tendered in a timely manner.

The District shall notify the Union, in writing, fourteen (14) days prior to any recommendation to vacate any bargaining unit position. When mutually agreed upon by the District and the Union, the time parameters outlined in this clause can be adjusted as needed.

ARTICLE 7 - SECTION 5 - SENIORITY

Seniority shall be determined by continuous service in the District calculated from the date of employment. Continuous service shall be broken by only resignation, discharge, or retirement. Members with the same employment date shall be assigned to the seniority list in order of their ranking on the New Hire Eligibility List.

ARTICLE 7 - SECTION 6 - YEARS OF SERVICE

Years of service shall include all terms of employment for members. Years of service for members with more than one term of employment shall be calculated based on completed calendar months worked. Their original date of hire will be adjusted to account for the time they were not employed by the District.

Example 1: Member A has an original date of hire of January 10, 2000. They had a break in employment of 2 years and 4 months. When they regained employment their original date of hire was adjusted to June 1, 2022 (the month of January in the year 2000 was not counted in the member's years of service as it was not a complete calendar month worked).

Example 2: Member B has an original date of hire of July 23, 2000. They had two breaks in employment. The first of 1 year and 11 months, the second of 8 months. The combined time not employed by the District is 2 years and 7 months. Their original date of hire will be adjusted to March 1, 2003 (the month of July in the year 2000 was not counted in the member's years of service as it was not a complete calendar month worked).

ARTICLE 8 - SECTION 1 - ON DUTY INJURY LEAVE

Members who are injured on the job are eligible for injury leave. Such injuries must be reported

immediately to the officer in charge and the member must be evaluated by a medical doctor. Whenever a member is incapacitated on the job, he/she shall be entitled to injury leave with full pay and benefits in accordance with the Collective Bargaining Agreement during the period until which he/she is either: Released by a physician for return to full duty or such time as the member is accepted for retirement or receives a partial or total disability rating. The period of injury leave is limited to maximum of (12) months.

The member will receive their regular salary. If at the end of (12) months the member is unable to return to work, accumulated personal leave time may be used until depleted.

Whenever a full-time member is unable to perform his/her full duties, as a result of an on the job injury or illness, he/she may be required to report to work in a light-duty status if management determines that light-duty work exists or is available at that time. Light-duty assignments will be limited to instructions provided by the sick/injured member's medical doctor regarding his/her physical status. The member must provide a doctor release to the Chief stating what the member's physical limitations are. The member must notify the Chief as to their status at least monthly and after visits with his/her physicians.

Any member who is on injury leave shall not engage in work or any activity which would be detrimental to his/her ability to return to work. The abuse of injury leave privileges may be considered as cause for disciplinary action up to and including termination.

ARTICLE 8 - SECTION 2 - METHOD OF PAYMENT

Any member on injury leave as described in Article 8, Section 1, shall receive his/her regular paycheck and benefits in accordance with the Collective Bargaining Agreement.

ARTICLE 8 - SECTION 3 - RETIREMENT BECAUSE OF INJURY

If a member is retired due to an on-duty injury or illness and then is taken off retirement at any future date, he/she shall be reinstated immediately at no lower rank than the rank at which he/she left the Fire Department.

- To be reinstated, the member shall meet the requirements for medical and behavioral release and be fit for duty as per policy prior to being eligible for reinstatement.
- If demotion is necessary to accommodate the reinstatement: the demoted member shall be immediately promoted to fill the next available opening at their previous rank.
- If a reduction in personnel is necessary, to accommodate the reinstatement, it shall be done in accordance with ARTICLE 7 – SECTION 3 – PERSONAL REDUCTION.

ARTICLE 8 - SECTION 4 - OFF DUTY INJURY, ILLNESS, OR PERSONAL CONDITION

Restricted Duty for off duty related injury, illness or personal condition shall be 100% voluntary on the part of the member; however restricted duty shall be made available upon written request to Fire Administration by the member.

Restricted Duty assignments shall be strictly limited to instructions, restrictions, or limitations provided by the injured member's medical doctor regarding their physical or mental status. The member must provide a Doctor's release to Fire Administration stating what limitations or functions the member is able to perform and for how long. (hours per day, per shift, days or shifts per month, etc.)

Prior to making any work assignments Fire Administration will take into consideration the member's physical condition and their ability to complete the assignment.

Restricted Duty members assigned to a less strenuous position due to an injury shall receive all compensation, including benefits and seniority attached to his/her permanent rank, during the period of their Restricted Duty assignment. His/her compensation shall be converted to a 40-hour week to include hourly rate and leave accruals/usage. Upon full clearance to return to unrestricted duty, the members leave accrual time will be converted back to that of a 56-hour a week member. Restricted Duty will be available for a period of six consecutive months, at which time additional and/or alternative options shall be discussed with the affected member, his/her physician and the fire department physician.

Restricted Duty shall in no way affect the member's existing leave which was previously approved by the department. Restricted Duty shall in no way endanger, aggravate or prolong the full physical and/or mental recovery of the injured member. The member shall provide Fire Administration an updated report from their attending physician after each visit, this report needs to include the member's current restrictions.

Restricted Duty members shall have the option of working out for an hour each work day and attending scheduled physical therapy. The Union recognizes the District's need for productive and efficient work days. Members should schedule doctor appointments, physical therapy and workouts either the first hour or last hour of the scheduled work day, or the hour prior to or immediately after their scheduled lunch period.

ARTICLE 9 - SECTION 1 - PERSONAL LEAVE POLICY STATEMENT

Absence from work, except absence without pay imposed as a means of discipline, will be deducted from leave accumulations; provided, however, that members absent from work to participate in disciplinary

proceedings, jury duty, bereavement leave, or Union business as specified in Article 2 - Section 5, shall be paid as though they were not absent from work and accumulated leave shall not be deducted. Personal leave shall not accrue to any member on military leave without pay, termination or layoff. No member shall receive pay in lieu of personal leave except as may be here-in provided. Personal leave shall not be taken or compensated in advance of being earned. Personal leave shall not be reduced for members on injury leave, as provided in Article 8 - Section 1.

All personal leave must be approved prior to usage.

For members moving shifts, for any circumstance, all personal leave and compensatory time that is scheduled, and approved, shall be granted on the new shift for 45 days from the date that the member is notified of the move.

Example 1: Firefighter Smith is notified on May 1st that she will be moving from A-shift to B-shift due to the promotion to Driver/Operator. Her personal leave and compensatory time, that is scheduled and approved prior to this notification shall be granted on B-shift until June 14th.

Example 2: Firefighter Jones elected on May 1st to accept a Firefighter vacancy on A-shift and will be moving from C-Shift to A-shift on May 23rd. Firefighter Jones's personal leave and compensatory time that was scheduled and approved on that May 1st date shall be granted on A-Shift until June 14th.

ARTICLE 9 - SECTION 2 - PERSONAL LEAVE ACCRUAL

A.) PERSONAL LEAVE ACCRUAL RATE (FY 2022)

Personal leave is accrued according to the following schedule:

HOURS OF PERSONAL LEAVE EARNED PER PAY PERIOD

Work Schedule	Years of Continuous Employment Anniversary (Anniv.)				
	Up to 5 th <u>Anniv.</u>	On 5 th <u>Anniv.</u>	On 10 th <u>Anniv.</u>	On 15 th <u>Anniv.</u>	On 20 th Anniv.
40-hour members	8.24	9.39	10.54	11.65	12.82
56-hour Members	17.15	18.53	19.92	21.76	23.84

Holiday pay, equal to the 11 recognized Federal holidays times 24 hours, is included in the 56-hour member accrual rate.

40-hour members shall observe Juneteenth on Christmas Eve.

The 11 recognized Federal Holidays are as follows:

New Years Day
Presidents Day
Juneteenth
Labor Day
Veterans Day
Christmas Day

Martin Luther King Day
Memorial Day
Independence Day
Columbus Day
Thanksgiving

For the purpose of the preceding tables, a member's years of service with the Department shall be that number of years he/she will have continuously served the Department as of his/her anniversary date. For purposes of payroll the increase will take effect at the beginning of the next payroll cycle following the anniversary date.

B.) **ANNUAL CARRY OVER OF PERSONAL LEAVE AND MAXIMUM ACCUMULATION**

Maximum accumulation of personal leave shall be 1250 hours for shift personnel (56 hours per week) and 700 hours for bargaining unit members working 40 hours per week. Those members that transfer to a 40-hour position shall carry the PL hours into that position and accumulate at the rate described in this contract. If they should fall below 700 hours they can't go above that amount unless they transfer back to a 56 hour per week position.

C.) **PERSONAL LEAVE AND COMPENSATORY TIME USE SCHEDULING**

Members may designate additional blocks of accrued personal leave time and/or compensatory time on a first come, first served basis subject to the minimum staffing requirements enumerated in Article 13 – Section 3 of this contract.

D.) **VACATION SCHEDULING**

On or about August 1 of each year, vacation bidding will begin in order that each member of each shift may designate his/her selections of utilization of vacation during the following contract year. Once selected, this time will be guaranteed as vacation time. The shift member with the most seniority with the Department shall have the first opportunity to select one block between 1 (one) to 6 (six) work shifts as his/her vacation time. The block of 1 (one) to 6 (six) shifts shall be consecutive shifts or may be separated by one 48-hour block of the selecting members scheduled work time. (see example below) The shift member with the second most seniority shall next designate his/her first selection of vacation time, and so on throughout each shift by order of seniority. No more than two persons will be allowed to select the same day as vacation.

After each shift member has had the opportunity to designate his/her first block of work shifts for

vacation time, the second round of vacation bidding will be conducted in order that each shift member may designate his/her second choice of work shifts.

After the second round of bidding is completed, vacation scheduling shall be closed for the year.

EXAMPLE:

X – On duty days

O – Off duty days

V – Vacation days

T – Shift Trades

PL – Personal Leave

CT – Comp. Time

Member’s scheduled work shift:

XX – 0000 – XX – 0000 – XX

Member’s scheduled Vacation Shifts:

VV – 0000 – VV – 0000 – VV

VV – 0000 – TT – 0000 – VV

VV – 0000 – PLPL – 0000 – VV

VV – 0000 – CTCT – 0000 – VV

E.) **CONSTANT STAFFING**

There will be a minimum of one 24 hour shift available for every six (6) firefighters assigned to shift work each day. To accommodate this leave, if necessary, the department will use constant staffing to maintain the required minimum staffing. Events that will necessitate constant staffing only apply to vacancies in the duty roster, sick or injured members, and other approved FMLA leave, members attending approved classes or department business and up to and including the first 8 shifts per activation for military leave. It is agreed that the District will allow more than the minimum number of shifts available each day under the following conditions:

- 1) The person requesting the additional PL agrees that such PL may be cancelled up to 24 hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested time off.
- 2) The person requesting the additional PL will call in within 24-hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested time off to ensure the time is still available.
- 3) Any circumstances that reduces staffing below “shift/minimum staffing” (Article 13 - Section 3) that occurs within 24-hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested PL will be covered by constant staffing and the PL request shall not be cancelled.

It is agreed that the department will constant staff for one member of a shift attending the National Fire Academy (NFA). When more than one member, from the same shift, is attending a NFA class at the same time, it is agreed that PI may be locked up, for the purpose of maintaining minimum staffing requirements and sending additional members, from the same shift, to the NFA at the same time.

It is understood and mutually agreed that the District and members of Union will review the results of constant staffing when requested by either party for the duration of the contract. Said review will evaluate the efficiency and cost effectiveness of this policy as it is written. The District and members of the Union agree to negotiate the continuation of constant staffing if the results of this review indicate that it is not working as written or if the financial resources of the District are not available. It is agreed that the terms of constant staffing may be changed without nullifying the remainder of this contract.

F.) **PERSONAL LEAVE FOR INJURY OR FUNERALS**

Accrued personal leave shifts may be utilized in the event of a member's injury (for which he/she is not entitled to injury leave pursuant to Article 8 - Section 1. of this contract).

Time off in the form of bereavement leave shall be granted in the event the member experiences a death in his or her immediate family. "Immediate family" shall be defined as the spouse and children of the members, as well as the step-children, mother, father, step-parent, brothers, sisters, and grandparents of the member and the member's spouse.

Members working 56 hours shall be granted no more than 48 hours (two shift days) of Bereavement Leave with pay, reported on the member's time sheet. Members working 40 hours shall be granted no more than five (5) days of Bereavement Leave with pay, reported on the member's timesheet. Any additional days, with the approval of the Battalion Chief or supervisor, will be allowed using the employee's personal leave.

Personal leave shifts requested for the reasons enumerated in this subsection shall be granted upon demand and it shall be the responsibility of the shift Battalion Chief to arrange for replacement personnel where necessary to meet minimum staffing requirements.

G.) **UTILIZATION OF ACCRUED PERSONAL LEAVE UPON DEPARTURE**

Upon departure, members may choose to utilize any accrued personal leave according to either of the following options:

- 1) **PERSONAL LEAVE BUY DOWN:** When a member is four (4) years from their desired retirement date they may elect to participate in the following buy down plan offered by the District. Once elected, the member must remain on this plan. Election of this option shall be in addition to and in conjunction with the personal leave buy down allowed under Article 9 - Section 2, Paragraph J. The election declaration shall coincide with the timing terms in Article 9 - Section 2, Paragraph J. Year one cap referenced below shall begin September 30 of the next fiscal year following the fiscal year of declaration. The member shall coordinate the payment timing (monthly, or quarterly) and complete necessary forms to affect the desired payment. The member is responsible for all declaration notice, timing matters, proper forms, etc.

56-hour members - Current cap of 1250 hours

Year	New Cap	Maximum hours the District will buy to get members to new cap
1	1050	225
2	850	225
3	625	225
4	425	225

40-hour members - Current cap of 700 hours

Year	New Cap	Maximum hours the District will buy to get members to new cap
1	525	161
2	400	161
3	300	161
4	200	161

- 2) **CASH PAYMENT:** A member may receive a lump sum payment upon departure from service representing full payment for his/her accrued personal leave shifts and based upon his/her current salary at the time of departure. A member working in a 40-hour position and who has more than 700 hours of accumulated personal leave (due to transferring from a 56-hour position) at the time of departure will be paid for any hours in excess of 700 at the 56 hours per week pay rate based on his/her current salary.

H.) **PAYMENT OF PERSONAL LEAVE UPON DISCHARGE**

When a member is discharged for any reason, he/she will receive pay at his/her current rate of pay any and all personal leave shifts he/she has accrued prior to the date of discharge. A 40-hour member who has more than 700 hours of accumulated personal leave (due to transferring from a 56-hour position) at the time of discharge will be paid for any hours in excess of 700 at the 56 hours per week pay rate based on his/her current salary.

I.) **PERSONAL LEAVE AND COMP TIME SELL-BACK**

The District offers Personal Leave (PL) and Comp Time sellback, members may sellback accrued PL and/or Comp Time for payment in the next fiscal year. After a notification date is determined for the following fiscal year sell-back period, Fire Administration will notify members via email or other necessary methods, that it is accepting PL and Comp Time sellback requests, members will then have 30 calendar days to submit their completed form(s) to Fire Administration. Member's selling less than 100 hours will receive their payment in a November paycheck. Members selling more than 100 hours or more may choose to sell back hours in equal quarterly installments, to be paid in their regular paycheck on or after Nov. 1, Feb. 1, May 1, and Aug. 1. The member wishing to sell-back PL and/or Comp time must submit a completed form provided by District administration indicating the number of hours of each type of leave he or she wishes to sell back, subject to the maximums below:

PERSONNEL LEAVE

56-Hour Member

Accumulated (in hours)	Maximum annual sell-back (in hours)
500-800	56
801-1000	100
1001-1250	150

56-Hour Member (In Buydown)

Accumulated (in hours)	Maximum annual sell-back (in hours)
400-1250	150

40-Hour Member

Accumulated (in hours)	Maximum annual sell-back (in hours)
250-450	40
451-550	71
551-700	107

40-Hour Member (In Buydown)

Accumulated (in hours)	Maximum annual sell-back (in hours)
267-700	107

Comp Time

	Maximum annual sell-back (in hours)
50-100	40

101-200	60
201-300	80
301-360	100

ARTICLE 10 - SECTION 1 - EMERGENCY TIME OFF (IN THE HOME)

If an emergency occurs in the home while the member is on duty or immediately prior to the member's scheduled shift, the member shall use personal leave with the approval of the senior officer on duty. This is meant to allow the member sufficient time to take care of the situation and is not intended for long duration. (See emergency time off SOP)

ARTICLE 10 - SECTION 2 - EMERGENCY TIME OFF (NEAR DEATH IN FAMILY)

In the event of near death emergency in the immediate family of a member (defined person in critical condition), the member shall be granted personal leave upon approval from the District. If in the District's opinion a doctor's statement of critical condition is necessary, the member will furnish such statement. The immediate family is defined in Article 9 - Section 2. Subsection G.

ARTICLE 10 - SECTION 3 – MATERNITY/PARENTAL TIME OFF

Members who qualify for FMLA Maternity/Parental Leave shall be granted time off to care for their new child. 56-hour members shall be granted no more than 96 hours per qualifying event. 40-hour members shall be granted no more than 80 hours per qualifying event. Maternity/Parental granted time will be considered as occupying a personal leave spot and will not require constant staffing.

ARTICLE 11 - SECTION 1 - DAY UNIFORM

The day uniform shall consist of the uniform currently in effect and approved by the members of the Union and the District. New members will be required to be in day uniform after completion of the Fire Academy. Members in the Fire Academy will wear the uniform provided.

ARTICLE 11 - SECTION 2 - BADGES

The District will furnish each member of the department (1) Class A Uniform badge, (1) hat badge, Class B Uniform Badge, and one (1) set of collar brass (Class A and B) for that member's position.

ARTICLE 11 - SECTION 3 - UNIFORM ALLOWANCE

The uniform allowance, in addition to salary, shall be \$850.00 per budget year. Each member of the department will be issued a prepaid card in the amount specified in this article that can be used at various merchants for the purchase of goods and services towards the purpose of uniform allowance. It will be

the responsibility of each member of the bargaining unit to use their uniform allowance for the purpose intended. Statement balances shall be mailed from issuing bank to the city and to the employee.

The District will not deposit funds into an account, which would cause the account to exceed a \$1500.00 credit. (If an October 1 credit balance on a card were \$950, then an additional credit of \$550 would be made on that specific account).

New Hires

The department will supply all new employees uniforms up until September 30th, of their first year. October 1st of their first year ARTICLE 11 – SECTION 3 – UNIFORM ALLOWANCE will go into effect.

Uniform Items Supplied:

- 3 – Polo Uniform Shirts
- 5 – Academy Shirts
- 2 – Uniform Pants
- 1 – Duty/station Boots
- 5 – Duty T-Shirts (Defend)
- 2 – Work out shorts
- 1 – Belt
- 1 – Ball Cap
- 1 – Quarter Zip
- 1 – Class A Uniform
- 1 – Class B Shirt

ARTICLE 12 - SECTION 1 - GRIEVANCE PROCEDURE

Grievances which arise from the interpretation or application of this agreement shall be settled in the following manner:

When the aggrieved employee becomes aware of the occurrence which gave rise to the grievance, the employee will have 30 days to file a written and signed petition with the Union Grievance Committee. The Union Grievance Committee shall give notice to the Fire Chief within 30 days that an employee has filed a written and signed petition. The Union Grievance Committee shall determine within 60 days of the employee filing if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

If a grievance does exist, they shall (with or without the member) present this grievance to the Fire Chief for adjustment. If within five (5) business days the grievance has not been settled, it shall then be submitted to the District Board Chairman for adjustment.

If within five (5) business days after it has been submitted to the District Board Chairman and still has not

been settled, it shall be submitted to an arbitrator selected from a list of five (5) names provided by Federal Mediation and Conciliation Services, American Arbitration Association or JAMS Inc. A representative of the District and a representative of the Union will choose an arbitrator.

If within five (5) Business days the two representatives cannot agree upon the arbitrator, the two representatives will alternately strike names from the list until one (1) name remains.

If in the case one representative refused to act upon the list of names, the other representative shall choose a name from the list. The remaining or chosen name shall be the arbitrator. Within five (5) business days after the arbitrator is selected, the parties shall meet and set a date to hear all evidence.

The findings of the arbitrator shall be binding and final upon all parties concerned. Each party shall pay for its' own expenses and representatives in the grievance process. Fees from the arbitrator and other relates costs will be shared equally by both parties.

ARTICLE 13 - SECTION 1 - SAFETY COMMITTEE

The District agrees to recognize the Union's safety committee as a functioning arm of the Union with the express purpose of providing for safety, health, and well-being of the member of the District. The District shall meet as often as necessary with the Union Safety Committee to investigate, study and consider safety concerns and recommendations, accident reports, identify safe work practices, protective clothing, equipment, tools and other devices, and to develop and implement safe work policies and procedures that promote the safety, well-being and health of the members of the District.

ARTICLE 13 - SECTION 2 - SAFETY EQUIPMENT

The District shall furnish safety equipment deemed necessary in the performance of the member's duties according to nationally recognized standards.

ARTICLE 13 - SECTION 3 - SHIFT MINIMUM STAFFING

- A.) The District reserves the right to determine the number of Battalion Chiefs, Engine Companies, Truck Companies, and Squads to provide service and fire protection to the District.
- B.) Each Shift shall have a Battalion Chief.
- C.) Each Engine Company shall consist of a minimum of:
 - 1 Captain
 - 1 Driver/Operator

1 Firefighter

The Driver/ Operator or Firefighter of the company shall be Paramedic qualified.

D.) Each Truck Company shall consist of a minimum of:

1 Captain

1 Driver/Operator

2 Firefighters

E.) Each Squad shall consist of a minimum of:

1 Captain

1 Firefighter Paramedic who has completed the NFD EVOG course or equivalent

F.) Whenever the number of 56-hour members falls below the minimum staffing requirement, the Battalion Chief shall have the authority to call in off-duty Nampa Fire Department personnel.

G.) Battalion Chiefs, Captains, and Driver/Operators specified in this Section shall mean either a person in that permanent position, or a qualified step-up to that position.

H.) Intern Firefighters do not meet the definition of Firefighter for Nampa Fire Protection District, and as such will not be counted towards the shift minimum staffing referenced in Article 13 – Section 3 – Shift Minimum Staffing. Nor shall they be considered a Firefighter in any other Article or Section of this collective bargaining agreement.

ARTICLE 13 - SECTION 4 - PHYSICAL FITNESS EQUIPMENT

The District agrees to purchase and maintain the physical fitness equipment used by the members of the District.

ARTICLE 14 - SECTION 1 - SALARIES

Exhibit A shall be the schedule of wages to be paid to the members of the District.

Salaries will be computed as follows: Hourly wage times two thousand nine hundred twelve (2912) for 56-hour members, and hourly wage times two thousand eighty (2080) for 40-hour members equals annual salary. Annual salary divided by twenty-six equals the bi-weekly salary. Dates for distribution of paychecks shall be set on bi-weekly schedule unless a change is mutually agreed by both parties.

ARTICLE 14 - SECTION 2 - INSURANCE

A.) The Nampa Fire Protection District will offer Idaho independent Intergovernmental Authority Idaho Fire Fighters Trust (IIIA) insurance for the members of the District and their families to provide for medical, dental, and vision coverage.

- a. Plans identified as:
 - i. Medical – IIIA 80-C1500
 - ii. Dental – Willamette and Delta Dental – General Benefit Plan #2
 - iii. VSP Vision Plan
- b. Employee Co-premium shall be published, each year, within 30 days of notification of rate changes from the insurance providers listed.
- c. Percentage base employee co-premiums shall be effective October 1, 2023.

Nampa Fire Protection District

III-A Plan Medical	Rate	Employee Co-premium	Employer Co-premium
Employee	TBD	0%	100%
Employee + Spouse	TBD	5%	95%
Employee + Child	TBD	5%	95%
Employee + Children	TBD	5%	95%
Family	TBD	8%	92%

Delta Dental	Rate	Employee Co-premium	Employer Co-premium
Employee	TBD	0%	100%
Employee + Spouse	TBD	11%	89%
Employee + Child	TBD	11%	89%
Employee + Children	TBD	11%	89%
Family	TBD	11%	89%

Willamette Dental	Rate	Employee Co-premium	Employer Co-premium
Employee	TBD	20%	80%
Employee + Spouse	TBD	20%	80%
Employee + Child	TBD	20%	80%
Employee + Children	TBD	20%	80%
Family	TBD	20%	80%

VSP Vision	Rate	Employee Co-premium	Employer Co-premium
Employee	\$7.67	\$7.67	0
Employee + Spouse	\$15.33	\$15.33	0
Employee + Child	\$16.43	\$16.43	0

Employee + Children	\$16.43	\$16.43	0
Family	\$26.23	\$26.23	0

B.) The parties agree to medical expense reimbursement plan (MERP) as follows:

- 1) Effective January 1, 2022, through payroll deduction from each member District shall remit \$150.00 per month per bargaining unit member, who has successfully completed the new hire training academy, and associate union members to the Washington State Council of Firefighters Post-Retirement Medical Trust (“Trust Fund”).
- 2) The Union and the members agree to hold the District harmless and indemnify the District from any and all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and members shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust Fund. The Union and members shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.
- 3) Under no circumstances whatsoever will the District be liable for direct pay of any Trust Fund benefit to the members and/or retired members and/or their beneficiaries.

C.) The parties agree to a medical expense reimbursement plan (MERP) for members promoted into positions outside of the bargaining unit as follows:

- 1) Effective January 1, 2022, through payroll deduction from each member the District shall remit \$150.00 per month per bargaining unit member. who has successfully completed the new hire training academy, and associate union members, through payroll deduction to the Washington State Council of Firefighters Post-Retirement Medical Trust (“Trust Fund”).
- 2) The member agrees to hold the District harmless and indemnify the District from any and all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and members shall be 100% liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust Fund. The Union and members shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.
- 3) Under no circumstances whatsoever will the District be liable for direct pay of any Trust Fund benefit to the employees and/or retired employees and/or their beneficiaries.

ARTICLE 14 - SECTION 3 - LONGEVITY PAY

LONGEVITY PAY :

In addition to base pay, 40 hour and 56 hour, members that have been employed by the Nampa Fire Protection District shall receive longevity pay. The first full payroll period following the qualified member's 5th anniversary of years of service with the Nampa Fire Protection District shall be the effective date for receiving a fifty-five hundredths percent (.55) Longevity pay increase. Longevity is calculated from the member's Base Hourly Rate for each subsequent qualifying year of service in the District, with the years capping at the members 25th anniversary date and the year multiplier will not increase beyond 25.

Longevity Pay = Base Salary hourly rate (Exhibit A) x 0.0055 x Years of Service (starting at 5 years and capping at 25 years)

For the purposes of payroll, the increase will take effect at the beginning of the next payroll cycle following the anniversary date.

For members with more than one term of employment, reference Article 7 Section 6 to calculate years of service.

Article 14 – Section 4 - Social Security Replacement

The District shall match the percentage of wages contributed to the PERSI Choice 401K account by each such member up to six and two-tenths (6.2%) of a member's Gross Pay, as a replacement for the amount formerly contributed by the District for such member's Social Security coverage. The six and two-tenths percent (6.2%) shall only be matched on a member's gross pay up to the maximum Social Security taxable earnings amount. The members' contributions shall be in whole percentage points (ex 5%, 6%, 7%). The District and Local agree that the six and two-tenths percent (6.2%) matching by the District shall be a fixed amount.

ARTICLE 15 - SECTION 1 - EXTRA DUTY

If in the discretion of the District extra-duty positions are required and subsequently funded through the Department budget, the extra-duty positions will be filled by the member(s) most qualified for the position. Any member choosing to turn down this position shall not be penalized. If for any reason a position should become vacant, the opportunity to fill the position will be based on qualifications. Members are limited to no more than two Extra Duty assignments for which compensation is received; provided, however, for the purposes of computing the maximum Extra Duty assignments allowed by this Section, paramedic certification shall not be considered an Extra Duty assignment.

ARTICLE 15 - SECTION 2 - HAZARDOUS MATERIALS TEAM PAY

It is hereby recognized that some members of the District are also members of the State of Idaho Hazardous Materials Response Team. During incidents in which these members respond as Team members for the State HazMat Team, the District agrees to compensate these members according to the customary amounts paid by area agencies and state officials. The District will then submit a cost recovery request to the State of Idaho for reimbursement. These fees only apply when members respond off-duty and are currently:

Team Leader:	\$80.00/hour
Team Member:	\$70.00/hour

Any Member of the District that is qualified as a team leader will be paid the Team Leader rate (60.00/hour) anytime they respond as a team member for the State HazMat Team.

ARTICLE 15 - SECTION 3 - PORTAL TO PORTAL

Members who are detailed out on contracted work to a third party agency including but not limited to: Department of Lands, US Forest Service, Bureau of Land management, State of Idaho, and any federal agency shall:

- A.) When portal-to-portal rates are allowed in the resource order members shall be compensated portal-to-portal.
- B.) When portal-to-portal is not in the resource order members will be compensated a minimum of 16 hours of overtime pay or overtime for actual hours worked, whichever is more, on non-scheduled workdays.

ARTICLE 16 - SECTION 1 - EDUCATION MATERIAL

It shall be the responsibility of the Nampa Fire Protection District to make available to each member of the District all books, fire journals, and training manuals required for classes and testing procedures and as otherwise determined by the Chief.

ARTICLE 17 - SECTION 1 - DRUG FREE WORKPLACE POLICY

Members of the District agree to abide by the Nampa Fire Protection District Drug and Alcohol-Free Workplace Policy. The Drug and Alcohol-Free Workplace Policy in effect at the time of execution of this contract is attached to the contract as Exhibit B. The District shall provide advance written notice to the Union of any proposed changes to the policy and agrees to bargain with the Union over such changes if the Union makes a request to do so.

ARTICLE 17 - SECTION 2 - RANDOM DRUG TESTING

The Drug and Alcohol-Free Workplace Policy shall include all members of the District. It is further agreed that random drug testing, as outlined in the policy, will be unannounced and the selection of members shall be done by "group". For purposes of this contract and to establish a fair random process, each group will be placed into the random selection process. Selection of members, including a group of members, will be done through the approved random selection method in effect for the approved Drug and Alcohol-Free Workplace Policy.

ARTICLE 18 - SECTION 1 - ACTIVE MILITARY, PART-TIME FIREFIGHTER

- A.) The scheduling of an active duty military member, for part-time work with the District shall be at the discretion of the Fire Chief and only upon receipt, by the Fire Chief, of written approval from the member's military commanding officer.

- B.) The member on active duty military shall provide to the Fire Chief a written request for reclassification to part-time status with a list of dates the member is available to work. This request shall be delivered to the Fire Chief at least two weeks in advance of the first of such dates. The Fire Chief will, at least one week in advance, notify the member in writing if the member will be assigned to part-time status and the dates and locations where the member should report. These written communications shall be dated and may be by email with each party acknowledging receipt of any email communications. The part-time work may be at any location and for any assignment for which the member is qualified. The part-time work may be for any length of time within the hours that the member has indicated availability.

- C.) The member will not earn overtime unless member is assigned to work hours that exceed 40 hours in any one-week period, which period shall begin at 0001 hours each Sunday and end of 2400 hours the following Saturday.

- D.) The member shall accumulate no Nampa benefits and receive no Nampa benefits during this period of reclassification, except for: 1) specific benefits approved by District Commissioners for active duty military employees and their dependents, 2) contributions to PERSI for hours worked, and 3) if the member is available, participation in the fitness test and vacation picks.

ARTICLE 18 - SECTION 2 - PAY DURING MILITARY LEAVE

Members are entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces. Any member is entitled to military leave.

- A.) 40-hour members will accrue 120 hours of military leave in a fiscal year. 56-hour member will accrue 168 hours of military leave in a fiscal year.
- B.) Members may elect to use the military leave of absence with pay when certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces falls on their regularly scheduled work day.
- C.) Inactive Duty Training is authorized training performed by members of a Reserve or National Guard component not on Active Duty. It is performed in connection with the prescribed activities of the Reserve or National Guard. It consists of regularly scheduled unit training periods, additional training periods, and equivalent training.
- D.) Eligible member may use the allotted accrued hours per year for Active Duty, Active Duty Training, and Inactive Duty Training.
- E.) Up to 22 workdays of military leave may be granted per calendar year for emergency duty as ordered by the President or a State governor. This can be for law enforcement or the protection of life and property.
- F.) Members who request military leave for Inactive Duty Training (which generally is two, four, or six hours in length) will be charged only the amount of military leave necessary to cover the period of training and necessary travel.
- G.) When the member requests military leave, they must make an appropriate request and provide copies of their military orders.
- H.) A member may elect to receive pay in the form of earned, accrued Personal Leave; however, the member is not obliged to do so.

SIGNATURE PAGE

SIGNED THIS _____ DAY OF _____ 2023

FOR THE DISTRICT _____

Paul Jones,
Board Chairman, Nampa Fire Protection District

FOR LOCAL 804 _____

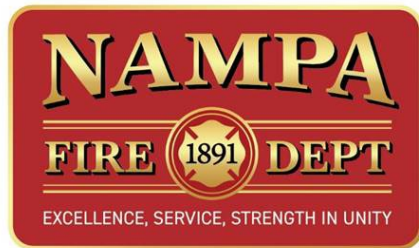
Adam Swift, Authorized Union Representative

Promotional Testing Lateral Experience Worksheet

Candidate Name		
Previous Department Name		
Start Date		
End Date		
Previous Department Call Volume		
Call Volume Greater Than or Equal to 50 % of NFD	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Previous Population Served		
Previous Population Served Greater Than or Equal to 50% of NFD	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Career Department	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Evaluator Name _____

Evaluation Date _____



Captain Test Eligibility Form

Years employed as a Nampa Firefighter assigned to Suppression

Box 1

(Years rounded down to the nearest year. For example, 4 years, 3 months = 4 years. 5 years, 6 months = 5 years)

Total prior qualifying years employed as a Full-Time Municipal Fire Department

Box 2

(Years rounded to the nearest year. For example, 4 years, 3 months = 4 years. 2 years, 6 months= 2 years)

Multiply box 2 by .5, Box 3 has a maximum value of 4.

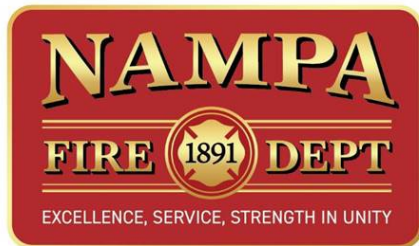
Box 3

Total qualified years

Box 4

Add Box 1 to Box 3

If Box 4 is greater than or equal to 5 a member is eligible to take the exam. Eligibility for promotion will be determined by the results of the exam and will be subject to Article 7 Section 1 Paragraph B.



Deputy Fire Marshall Test Eligibility Form

Years employed as a Nampa Firefighter assigned to Suppression

Box 1

(Years rounded down to the nearest year. For example, 4 years, 3 months = 4 years. 5 years, 6 months = 5 years)

Total prior qualifying years employed as a Full-Time Municipal Fire Department

Box 2

(Years rounded to the nearest year. For example, 4 years, 3 months = 4 years. 2 years, 6 months= 2 years)

Multiply box 2 by .5, Box 3 has a maximum value of 2.

Box 3

Total qualified years

Box 4

Add Box 1 to Box 3

If Box 4 is greater than or equal to 4 a member is eligible to take the exam. Eligibility for promotion will be determined by the results of the exam and will be subject to Article 7 Section 1 Paragraph B.

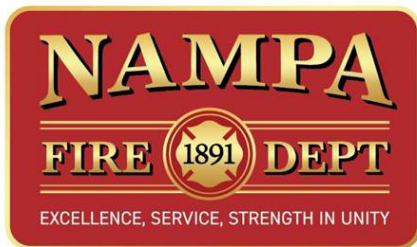


Exhibit D: "O" COURSE INCENTIVE PAY TO BEGIN JANUARY 1, 2025

Note:

All members who complete the "O" course on one 5500 psi, 45-minute bottle, without running out of air will receive an incentive pay. The member will have the opportunity to attempt the "O" Course at a scheduled time, proctored by a NFPD peer fitness trainer, and overseen by the Division Chief of Training for NFPD.

- The "O" Course will be offered on-duty every year during the month of April and the month of October.
- The member will be in full PPE including their SCBA on air.
- If a member is scheduled on PL, shift trade or Vacation they will be given the opportunity to attempt the "O" Course on a scheduled different shift. They will receive 1 hour of comp time while participating in the "O" Course.
- Members who complete the "O" Course will be paid \$250.00 in the next pay period after the course has been completed.

The "O" Course is as follows:

1. Stairclimb w/ Bundle (45lbs), 5 Flights

FF will carry a hose bundle/sandbag(45lbs) any way they like, up 5 flights to the top of the training tower, touch the Alpha Side railing, and then turn around and return to the ground and set the hose bundle/sandbag(45lbs) down to reset it for the next FF.

2. Sled Drag (Forward), 50' Down & Back (135lbs)

FF will Drag a sled (135lbs) using the strap provided any way they like forward 50' around the cone and then back, resetting the sled for the next FF.

3. Pike Pole, Push/Pull (3 x 5 Push & 5 Pull)

FF will Push x5 reps and pull x5 reps for 3 rounds utilizing the pike pole/new york hook provided and then reset the hook for the next FF.

4. Search

FF will maneuver through the NFD search maze/SCBA confidence course as quickly as they can while staying as low as possible.

5. Ladder (Carry 50' & Throw, reset)

FF will pick up a 24' Extension Ladder on the Delta Side and carry it approximately 50' around the building to the Charlie Side and throw it to make access to the third floor window, extending it all the way, securing the ladder, and then lowering it back down and returning it back to its original starting position for the next FF.

6. Farmer Carry, 50' Down & Back (2x 53lb KBs) FF will Farmer Carry (2) 53lbs KBs 50' down and then back, returning the KB's to their starting position.

7. Sled Push, 50' Down & Back (135lbs)

FF will push a sled (135lbs) 50' down and then back, returning it to it's starting position for the next FF.

8. Vertical Chop (x20 strikes)

FF will perform 20 overhead vertical chops/strikes against a tire with a Sledgehammer/Pig where the striking tool must come above the head on each rep before striking the tire. Perform 10 strikes right-handed and 10 strikes left-handed for 20 strikes total.

9. Forcible Entry (Single FF)

FF will perform forcible entry utilizing a single FF technique on the Forcible Entry prop, once a "Life-Fire-Layout" is performed, the FF will go through the door and enter the interior stairs of the tower.

10. Equipment Hoist, 3rd Story (45lbs)

FF will make their way up to the 3rd floor stairwell window and hoist the attached equipment cache/sandbag(45lbs) up and over the sill, setting it on the floor, and then lower it back to the ground in a controlled manner without letting the rope slip through their hands.

11. Low Profile Maneuver

FF will begin a low-profile maneuver once they pass through the threshold on the first floor, moving as quickly as possible while staying low to make egress out the Alpha-Side.

12. Sled Drag (Backward), 50' Down & Back (135lbs)

FF will Drag a sled(135lbs) backwards utilizing the strap provided, down and around a cone 50' away and then back, resetting the sled for the next FF. Time stops once they pass the "finish line" where the sled started. Make sure to reset the sled for the next FF after you cross the "Finish Line"

EXIBIT E: ANNUAL BONUS FY24, FY25, FY26

All members shall receive the following amounts for an annual bonus to be paid out during the second pay period of February.

FY2024 - \$1500 (One thousand Five hundred Dollars)

FY2025 - \$1500 (One thousand Five hundred Dollars)

FY2026 - \$1500 (One thousand Five hundred Dollars)