IDAHO FALLS

City Clerk's Office

NOTICE OF PUBLIC MEETING
Monday, November 21, 2016
CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402
3:00 p.m.

The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

SPECIAL MEETING (Council Work Session)

Call to Order and Roll Call

Mayor and Council:	-Acceptance and/or Receipt of Minutes -Mayor's Report, Calendar Items, and Announcements (10) -City Council Reports (10) -2017 Agendas and Meetings Discussion (20)
Municipal Services:	-Quarterly Financial Report (20)
Public Works:	-Snow Removal Update (15) -17th Street and 25th E (Hitt Road) Intersection Improvement Project – Joint Powers Agreement with City of Ammon Update and Technical Questions (10)
Fire Department:	-Fire Service Memorandum of Understanding (MOU) with City of Ammon (15) -Mutual Aid Agreement with City of Blackfoot and Caribou County (5)

DATED this 18th day of November, 2016

Kathy Hampton

Kathy Hampton
City Clerk

Sister Cities Adult Meeting
October 5, 2016

Kendra Peck	Kylie Eaton	Laurie Retallic
Jackie Corbridge	Victoria Estrada	Nicholas Cebull
Tate Corbridge	May Chaffin	Mario Estrada
Brennan Corbridge	Peter Cebull	Dallin Peck
Jackson Corbridge	Melinda Cebull	Julia Peck
Jack McKinney	Cathy Duckwitz	
David Eaton	Whitney St. Michel	

Minutes approved from last month adult meeting
Peter approved
Cathy 2nd
Student Meeting minutes
Kendra approved
Mario Estrada 2nd

Calendar Items
Oct. 2-11 Adult Delegation Japanese Visit
Oct. 7th at 6:30 p.m. Dinner for Adult Delegation from Japan
Oct. 15th at 9:00 a.m. Friendship Garden Work Day
Oct. 17th Next Student Meeting
Oct. 21st Taiko Drumming at ISU $10
Nov. 2nd Next Business Meeting
Nov. 5th Bento Box Fundraiser

Treasurer Report
Total $4,182.26
$ .06 increase

Hosting Dinner for the Adult Delegation
Friday, October 7
Hope Lutheran (2071 12th St.)
IF you signed up to help out, you need to come at 5:00 p.m. to help set-up.
Food needs to be brought by 6:00 p.m.
Those who signed up to help

Jacobi Retallic	Mario Estrada	Rachel Cebull
Kendra Peck	Elly Finnigan	Nicholas Cebull
Dallin Peck	Karen Finnigan	Cathy Duckwitz
Jackie Corbridge	Peter Cebull	Victoria Estrada
Laurie Retallic	Melinda Cebull	Michelle Retallic

Jackie needs to bring a crockpot/cheese
Kendra needs to bring a crockpot/rice cooker
Surge protectors/extension cords
Kendra needs to bring Computer/projector and screen. **May** will bring a back-up computer
Melinda has DVD of past years. Val will bring most recent DVD
At the event – **Rache**l will do a quick welcome and demonstrate or tell how to assemble tacos
We should not need to bring the trifolds as they were already put up at the event on Monday.

Taco Meat	Cebull Family	XXXXXXXXXXXXXX
Spanish/Mexican rice 2 or 3 – Serve 15-20 each	Melinda	
Refried beans 2 or 3 – Serve 15-20 each	May Chaffin	Kendra Peck
Grated Mexican/Cheddar Cheese (5lb bag at Sam's ~$13)	Karen Finnigan	XXXXXXXXXXXXXX
Salsa (large size enough for 50)	Kylie Eaton	XXXXXXXXXXXXXX
3 lb Sour cream ($4.48 at Sam's) Guacamole (~10 at Sam's)	Whitney St. Michel	XXXXXXXXXXXXXX
Diced tomatoes, chopped onions, & shredded lettuce	Kendra Peck	XXXXXXXXXXXXXX
Flour Tortillas (taco size) (40 pack ~$5 at Sam's) need 1	Jackie Corbridge	XXXXXXXXXXXXXX
Hard taco shells	Peck Family	XXXXXXXXXXXXXX
Tortilla Chips	Finnigans	XXXXXXXXXXXXXX
Nacho Cheese (Sam's ~$7) ?	Jackie Corbridge	XXXXXXXXXXXXXX
Large Green Salad & Dressing or Large veggie tray (each should feed 20) – need 2	Kendra	
Large Fruit trays (I have large trays)	Laurie Retallic	
Desserts feed 20 (Mexican themed if possible)	Victoria Estrada	
Desserts feed 20 (Mexican themed if possible)	Cathy Duckwitz	XXXXXXXXXXXXXX
Coolers w/ Lemonade & Water (1 of each)	XXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX
I won't be able to help, but I'd like to donate $	Michelle Retallic	
I won't be able to help, but I'd like to donate $		

On the 17th we are having an informational meeting at the student meeting. Invite friends to attend.

Rachel will go over the welcome packet
Julia and Garret will give the speeches they gave to the city council
Question and Answer period with all students who have travelled to Japan
Tri-folds will be on display during the meeting.
Gwenda received permission from district 91 to give announcements to each school and also had the announcement put in the community calendar in the newspaper.
Flyers will be taken to the schools – don't forget to ask them to put it on the announcements also
Compass - Jacobi
IF – A'maurie
Skyline - Mario
Eagle Rock – Kylie(?)
Taylor Crossing - Anna
Hillcrest and Bonneville - Corbridges
Taylorview - Kendra

Kendra will check with district 91 and see if we can get a text announcement sent out. **Jackie** will check with district 93.
On the 17th we need come early to set up at 6:30. We need to come up with a way to help people find the building (possibly have someone stand on corner and direct(?)
Melinda will talk to Lisa to see if she can come discuss the JACL scholarship available at the informational meeting on the 17th.

Dues/Fees – We need to decide what to do with this. We don't know what the city is doing but we need to get a commitment from members for the next year before elections. We don't know how the cost of hosting will change – treasurer's job may change some based on what city does.

Friendship Garden
Work day on October 15th at 9:00 a.m.
Those who signed up to help:

Jackie Corbridge (and Jackson)	Jack Mckinney	Whitney St. Michel
Garrett Corbridge	Kylie Eaton	Laurie Retallic
Tate Corbridge	Peter Cebull	Nicholas Cebull
Brennan Corbridge	Melinda Cebull	Kendra Peck
	Rachel Cebull	

Next Business meeting we will be electing a new board.
Melinda sent out this document outlining the responsibilities of each board member. Items highlighted in red are notes to clarify what has been done in these positions.

ARTICLE III. CORPORATE OFFICERS

Section 1. The executive officers of the corporation shall be the President, Past President, Vice-President, Secretary, General Fund Treasurer, Student Advisor, Account Treasurer, and Historian.

Section 2. All officers shall be adult members in good standing and remain in good standing during their term of office. Officers may be expelled from office upon a 2/3 vote of all other officers.

Section 3. All executive officers for the corporation shall be elected by the majority of a quorum at the regular November meeting during even years.

Section 4. Officers shall be elected for a two-year term of office, commencing with the January meeting following the November election during even years.

Section 5. Officers shall receive no compensation as salary from the corporation but may receive compensation for expenses for special activities, either in advance or on a reimbursement basis. Said expenses shall be verified via submittal of receipts issued on behalf of the corporation. Approval of expenditure of these funds shall depend on a majority vote by the members in good standing at the meeting where the business is brought to the attention of the organization. The executive officers can vote to reimburse undocumented expenditures with a unanimous vote.

Section 6. Vacancies shall be filled from the membership by a majority of a quorum of members and shall hold office until expiration of the term being filled.

Section 7. The executive officers shall have the power to conduct, manage and control the affairs and business of the corporation.

Section 8. When concerns arise relative to the interpretation of the bylaws, the executive committee shall make a determination which shall be binding until submitted and approved by the body at the next general meeting.

Section 9. The executive officers shall maintain a complete record of their business transactions, their minutes and acts, and the proceedings of the members.

Section 10. Business matters voted on by the executive officers must pass by a 2/3 majority of all executive officers unless otherwise noted.

Section 11. The president shall preside at all meetings of the members. Upon approval of the general membership, he/she shall sign all contracts and other instruments. The president shall oversee committees, represent Sister Cities of Idaho Falls, Idaho, Inc., at civic functions and maintain contacts with national and international Sister Cities organizations, and with corresponding officials in Tokai-Mura, Japan.

President

- Send the meeting agenda to the Kathy Hampton khampton@idahofallsidaho.gov (5-7 days check with city) before the business and student meeting.
- Send meeting agenda to group before meeting. Student president should send the student agenda to the president before sending it to the group.
- Send business and student meeting minutes to Kathy after they are approved.
- (Possibly secretary could do any of the above and cc president on emails.)
- Probably will be required to meet with the mayor if the group becomes a city committee.
- Should stay in contact with JACL & Adult Sister Cities Group. Youth should help out the other groups when possible and let them know about fundraisers. (Vice President was the JACL contact the previous 2 years – Does not have to be the president.)
- Currently the president has contacted Judy Seydel jcsy@cableone.net about Friendship Garden work days. This could be a student advisor responsibility.

Section 12. The past-president shall advise the president. Unless delegated by the president otherwise, the past-president shall act as parliamentarian at the meetings of the members.

Section 13. The vice-president shall assume the duties of president in his/her absence. The vice-president shall be in charge of coordinating arrangements for the student exchange trips, both the Idaho Falls students' trips to Japan and the Japanese students' trips to Idaho Falls.

- In the past the vice president has been responsible for a large amount of the planning instead of just coordination.

Section 14. The secretary shall keep minutes of all general membership meetings. Prior to each meeting, the members shall read and amend and approve the minutes of the last meeting. At the next meeting the minutes from the previous meeting will be approved. The secretary shall keep copies of the minutes and make copies available to members as requested. The secretary shall, once a year, turn over the meeting minutes to the historian for historical record keeping. The secretary shall keep current a list of the members in good standing. The secretary will also maintain the Code of Conduct file for the organization. The secretary shall sign, where required, all corporate papers in conjunction with the president. Unless delegated otherwise, the secretary shall give all members at least one day electronic, written or phone notice of meetings, stating time, place and new business to e transacted at the meeting. Notification via email message may constitute proper notification if agreed to by individual members. The Secretary will provide point totals to all members in good standing regularly with meeting minutes or at the request of a member, or designated representative of a member organization. At the regularly scheduled monthly meeting prior to committing of funds to airfare reservations for the trip to Japan the Secretary shall prepare a report declaring how many points each member in good standing has.

- Not sure who is in charge or posting meeting notice on Facebook page. Possibly student secretary or president.

Section 15. The General Funds treasurer shall be the custodian of the general funds of the corporation, depositing such funds in a bank designated by the executive officers. The treasurer shall disburse funds only as prescribed by a vote of a majority of the executive officers in accordance with the adopted budget. Bank drafts shall bear the signature of two of the following three officers: president, vice-president, treasurer, and secretary. A current treasurer's report shall be presented at each meeting, stating balance, money received or paid out since the last meeting, the current balance, and any outstanding bills.

- We may need to provide a budget for hosting to the city. The treasurer will be involved in this process. If the city takes over the bank account, the treasure will have to interact with the city to disperse funds.

Section 16. The Student Advisor shall turn over student-raised funds to the General Fund Treasurer, and points accrued from events or activities, supervise student meetings, organize students for activities and events, coordinate student representation at civic or organizational functions. The Student Advisor will help the students draft an annual newsletter highlighting events and experiences.

- I would recommend having the student advisor and student officers meet after the business meeting to plan the next student meeting. This could also be done through email.

- We have not had student representation at civic or organization functions, but it would be a good opportunity for the students.

Section 17. The historian shall maintain all historical records for Sister Cities of Idaho Falls. Upon the students' return from Japan, the Historian shall arrange for student presentations within the community, in part as a recruitment tool. These activities might include a mayoral call for art, Kiwanis presentations, Rotary presentations, etc. The historian shall gather notes and other documents about both exchange trips that would be helpful for the future. The historian shall coordinate blog and Facebook updates throughout the trip and ensure a DVD is created documenting the visit.

- Update Facebook page with student activities or Idaho Falls activities that might be of interest to the Japanese group.
- I would recommend trying to do presentations after the students return from Japan. Could have a recruiting meeting or speak at some schools. Possibly talk at a JACL meeting. Speaking at the city council meeting was a good opportunity.

Section 18. Student Representative(s) shall represent the students in decision-making and activity planning. They shall help organize and lead the student meetings and voice student ideas and opinions during membership and special executive council meetings and represent the students at community functions. Notice of meetings to the general membership may be given by the student representatives. Students will create an appendix to the by-laws, which will outline the roles of Student President, Student Vice-President, Student Secretary, conduct, Etc.

Section 19. An adult officer who fails to attend at least 50% of the adult business meetings over a 3 month time period may be replaced upon a ⅔ vote of the executive board.

Section 20: A Student officer who fails to attend at least 50% of the student meetings over a 3 month time period may be replaced upon a ⅔ vote of the executive board.

- Who takes care of the web site updates & Facebook pages for fundraiser updates?
- Who updates the group google calendar?

1. The student quorum of officers must consist of a president, vice president, and a secretary.
    a. The president shall lead all student meetings (except for situations where it is deemed necessary that the adult group lead the student meeting), send out an agenda prior to all student meetings, and represent the organization a majority of fundraisers and events.

b. The vice president shall fill in for the president during any student meetings where it is needed, help the president as needed with organization, structure, and leadership of meetings, and represent the organization in a majority of fundraisers and events.

c. The secretary shall take minutes for all student meetings, promptly send them to the entire group, and notify all members about upcoming student meetings by whichever medium they and the group prefer (Facebook, email, etc)

2. ALL student officers must attend at least fifty percent of student meetings over a three month period. In addition:

a. When meetings are missed, the president MUST have a written plan so another officer can cover the meeting.

b. The vice president should be available to cover for the president in any meetings they miss, and if THEY are not available, they must find a replacement as well

c. The secretary must find someone to take and/or send minutes if they are unavailable for the meeting

3. Student officers must be able to serve BOTH terms. No student may run in their senior year if they will not be available or will be ineligible to participate after they graduate.

Other notes about officers and responsibilities – Seniors have used their senior project to help the sister cities program. Rachel translated all the speeches in Japan. A student not associated with the group created a parade map for the 4th of July parade.

We should set up a budget at the beginning of the year. City has talked about asking us to turn money over to them – we need to figure out how that will work

Maybe students should present at JACL Meetings

Students need to be more involved and have more responsibility

Google Calendar – is anyone using

Website updates, facebook etc all need to be assigned.

Are we going to have language lessons – if so who will teach

Student leaders usually present speeches in Japan and in Idaho as requested by the President

By-laws need to be updated next year

May wondered if these responsibilities need to be approved by the city. As there were no representatives from the city we did not have an anwer.

Possible activities for the future – Sushi making in January – okonomiyaki making

Bento Box in November

Next Meeting October 17th

Those interested in participating in Sister Cities next year and those wanting to be on the board

Name	Participating in 2017-18	Would like to be on Board	Position desired
Corbridges	Yes	Yes	Any
Estrada	Yes	No	
Chaffin	No	No	
Peter Cebull	Yes	Maybe	Treasurer
St. Michel	Yes (?)		
Dallin Peck	Yes	Yes	Vice Pres or Secretary
Nicholas Cebull	Yes	Yes	Vice President
Max Benjamin	Yes	No	
Laurie Retallic	Yes	No	
Kylie Eaton	Yes	Maybe	
Anna St. Michel	Yes	No	
Ian Finnigan	Yes	No	
Elly Finnigan	Yes	No	
Rebecca Smith/Stephanie	Yes	No	
Kendra Peck	Yes	Yes	Any

- Lisa Olsen, JACL president, talked with the group about JACL
    - Civil rights organization
    - Japanese American Citizen League
    - Education
    - Scholarships
        - Local scholarships for members of chapter
        - Have been no applications lately because all members are older
        - Local, district, national scholarships
        - As a youth rep there is a girl who gets to work with JACL and get scholarships and "gets to see at a national level how the youth is working for civil rights across the nation."
        - Black lives matter event and speeches, very interesting
        - There is an exchange for 18-25 year olds, your trip is paid for
        - Youth membership is $25
        - Scholarships are about $500 and up
        - Fun events – bento boxes, lava hot springs, movies
        - They do lots of teaching. Once they had a traditional knife sharpening lesson from a professional.
        - Lots of very cool opportunities
        - JACL.org- look up local Idaho Falls chapter
        - You do not have to be of Japanese descent to join JACL
- Speeches
- Power Point Presentation (Julia will find a way to attach it to the website)

Attendance

- Julia Peck
- Dallin Peck
- Kendra Peck
- Jacobi Retallic
- Mario Estrada
- Rachel Cebull
- Nicholas Cebull
- A'maurie Duckwitz
- Elly FInnigan
- Vannessa Villasenor
- Max Benjamin
- Kylie Eaton
- Katie Eaton
- David Eaton
- Melinda Cebull
- Peter Cebull
- Misty Benjamin
- Victoria Estrada
- Kendra peck
- Michelle Retalic
- Karen Finnigan

November 1, 2016

The City of Idaho Falls BMPO (Bonneville Metropolitan Planning Organization) Policy Board Members met Tuesday, November 1, 2016 in the Office of the Public Works Director in the City Annex Building located at 380 Constitution Way in Idaho Falls, Idaho at 9:00 a.m.

There were present:
Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember David M. Smith
Councilmember Barbara Ehardt

Also present:
Chris Fredericksen, Public Works Director
Chris Canfield, Asst. Public Works Director
Kent Fugal, City Engineer
Cindy Ozaki, Idaho Falls Auditorium District
Bryan Clark, Post Register

Mayor Casper called the meeting to order at 9:05 a.m. and invited Director Fredericksen to lead a discussion of existing and proposed Federal Aid projects sponsored by the City of Idaho Falls.

Director Fredericksen handed out to all present the following (attached to these minutes):

1. Project listing excerpted from the BMPO Transportation Improvement Program (TIP) FY 2017-2021 with City of Idaho Falls sponsored projects highlighted,
2. Old Butte Road project handout outlining potential options for moving forward,
3. Listing of Idaho Falls Federal Aid projects currently in design or construction (with project status), and
4. Listing of proposed Idaho Falls Federal Aid projects.

The meeting proceeded by reviewing and discussing each of the handouts.

Handout 1: Director Fredericksen briefly reviewed the TIP excerpt, highlighting Key No. 13584 (Old Butte Road, Pancheri to Pioneer). He pointed out that the current program has money in FY 2019 for right-of-way and in PD (project development) for construction.

Handout 2: Director Fredericksen reviewed the two potential options for moving forward. There was some discussion of the details, advantages, and disadvantages of each of the two options. Public Works recommends that if Option 2 is pursued that the retaining walls that will be needed west of Bellin Road to accommodate full future build-out of the roadway and permanent paths be constructed as part of the project. <u>It was the consensus of the Policy Board Members present to pursue Option 2 with the retaining walls if no other path forward for the Old Butte Road project as currently programmed can be found.</u>

Handout 3: Director Fredericksen discussed the status of each of the projects listed.

November 1, 2016

Handout 4: Director Fredericksen reviewed each of the proposed projects. Discussion included the different funding programs available, the need for each project, and the potential timeline for construction.

The meeting was adjourned at 10:30 a.m.

Bonneville Metropolitan Planning Organization

Transportation Improvement Program FY 2017—2021

Approved and Adopted
September 21, 2016

BMPO

1810 W. Broadway
Suite 15
Idaho Falls, ID 83402

Serving the citizens of Bonneville County and the Cities of Ammon, Idaho Falls, Iona and Ucon

Table I - Federal-aid Funds for BMPA Projects

Key Number	Project Description / Funding Category / Project Sponsor	Phase	Prior Year Program	2017	2018	2019	2020	2021	PD	Federal Aid	Sponsor Match	Total
13584	Old Butte Road, Pancheri to Pioneer, Roadway Extension / STP-Urban / Idaho Falls	CE/CN							3152	2921	231	3152
		PE/PC	367							340	27	367
		RW				1478				1370	109	1478
13585	17th Street Overlay Holmes to Woodruff / STP-Urban / Idaho Falls	CE/CN			1665					1542	122	1665
		PE/PC	35							32	3	35
		RW								0	0	0
13586	Idaho Falls Sealcoats / STP-Urban / Idaho Falls	CE/CN				597				553	44	597
		PE/PC	12							11	1	12
		RW								0	0	0
13589	Metropolitan Area Transportation Planning / PL / BMPO			203						188	15	203
14024	17th Street and Woodruff Intersection Improvements / STP-Urban / Idaho Falls[1]	CE/CN							1017	942	2069 [1]	3011
		PE/PC	260							241	19	260
		RW							1351	1252	99	1351
14049	Citywide ADA and Concrete Sidewalk Improvements Phase II (on arterial and collector roadways) / STP-Urban / Idaho Falls	CE/CN					299			277	22	299
		PE/PC	27							25	2	27
		RW								0	0	0
14057	Metropolitan Area Transportation Planning / PL / BMPO				208					192	15	208
14060	Great Western Canal Bridge - 33rd N / Bridge / Bonneville County	CE/CN					902			836	66	902
		PE/PC	186							172	14	186
		RW								0	0	0

Key Number	Project Description / Funding Category / Project Sponsor	Phase	Prior Year Program	2017	2018	2019	2020	2021	PD	Federal Aid	Sponsor Match	Total
18735	9th Street and Bonneville Pedestrian Crossings / LHSIP / Idaho Falls	CE/CN		155						144	11	155
		PE/PC	38							35	3	38
		RW								0	0	0
18804	Metropolitan Area Transportation Planning / PL / BMPO					212				197	16	212
18995	12th Street Bridge- Idaho Canal / Bridge / Idaho Falls	CE/CN				754				699	55	754
		PE/PC	232							215	17	232
		RW								0	0	0
19027	Iona Road RRX, NR Idaho Falls / SI - Federal Rail / ITD	CE/CN		250						250	0	250
		PE/PC	5							5	0	5
		RW								0	0	0
19218	I-15, Bingham Co. Ln to Sage Jct. Shouldering / Interstate Maintenance / ITD[2]	CE/CN								4614	386	5000 [2]
		PE/PC		50	100	50				185	15	200
		RW								0	0	0
19447	I-15, FY17 D6 Asset Management / STP-State / ITD	CE/CN								0	0	0
		PE/PC		410						0	410	410
		RW								0	0	0
19472	I-15, District 6 Bridge Repair / STP-State Highway / ITD	CE/CN					3051			2827	224	3051
		PE/PC	110	10	5					116	9	125
		RW								0	0	0
19494	Metropolitan Area Transportation Planning / PL / BMPO						217			201	16	217
19530	97th South Bridge - Idaho Canal / Bridge / Bonneville County	CE/CN							535	496	39	535
		PE/PC				123				114	9	123
		RW								0	0	0

Key Number	Project Description / Funding Category / Project Sponsor	Phase	Prior Year Program	2017	2018	2019	2020	2021	PD	Federal Aid	Sponsor Match	Total
19647	Off-system, FY17-20 ADA Ramps, Idaho Falls / Systems Support / Idaho Falls	CE/CN		60						0	60	60
		PE/PC								0	0	0
		RW								0	0	0
19694	Holmes Ave and Elva Street Intersection Improvements / LHSIP / Idaho Falls	CE/CN		373						346	27	373
		PE/PC	92							85	7	92
		RW								0	0	0
20124	US-91, York Rd to Holmes Ave / Pavement Preservation / ITD	CE/CN				1717				1591	126	1717
		PE/PC		50						46	4	50
		RW								0	0	0
20101	US-20B, N. Holmes to US-20 IC / Pavement Preservation / ITD	CE/CN				1602				1485	118	1602
		PE/PC		50						46	4	50
		RW								0	0	0
19896	District 6 Traffic Signal Upgrades / Restoration / ITD	CE/CN				312				289	23	312
		PE/PC		50						46	4	50
		RW								0	0	0
20118	District 6 Traffic Signal Upgrades / Restoration / ITD	CE/CN					318			295	23	318
		PE/PC		50						46	4	50
		RW								0	0	0
19879	District 6 Traffic Signal Upgrades / Restoration / ITD	CE/CN						325		301	24	325
		PE/PC		50						46	4	50
		RW								0	0	0
20189	I-15, District 6 Bridge Repair / STP-State Highway / ITD	CE/CN						4221		3912	310	4221
		PE/PC		10	5					14	1	15
		RW								0	0	0

Key Number	Project Description / Funding Category / Project Sponsor	Phase	Prior Year Program	2017	2018	2019	2020	2021	PD	Federal Aid	Sponsor Match	Total
20067	Signal Head Visibility Improvements / LHSIP / Idaho Falls	CE/CN				285				264	21	285
		PE/PC			27					25	2	27
		RW								0	0	0
20086	17th Street Curb Medians / LHSIP / Idaho Falls	CE/CN				190				176	14	190
		PE/PC		33						31	2	33
		RW								0	0	0
20243	45th East - Sand Creek / Bridge / Bonneville County	CE/CN							2024	1875	149	2024
		PE/PC				293				272	22	293
		RW								0	0	0
20056	N. Blvd RRX / SI - Federal Rail / Idaho Falls	CE/CN					200			200	0	200
		PE/PC				10				10	0	10
		RW								0	0	0
20132	E. Anderson St RRX / SI - Federal Rail / Idaho Falls	CE/CN						580		580	0	580
		PE/PC			20					20	0	20
		RW								0	0	0
20204	Metropolitan Area Transportation Planning / PL / BMPO							217		201	16	217
19953	SR2S D91/93 Coordination / Transportation Alternatives Program / School Districts 91/93			60						56	4	60
20168	SR2S D91/93 Coordination / Transportation Alternatives Program / School Districts 91/93				60					56	4	60

Key Number	Project Description / Funding Category / Project Sponsor	Phase	Prior Year Program	2017	2018	2019	2020	2021	PD	Federal Aid	Sponsor Match	Total
19827	SR2S D91/93 Coordination / Transportation Alternatives Program / School Districts 91/93					60				56	4	60
13268	Operations / 5307 / TRPTA			600	618	636	656	700		1605	1605	3210
13269	Preventative Maintenance / 5307 / TRPTA			194	200	206	213	213		821	205	1026
13271	Capital (Other) / 5307 / TRPTA[3]			33	34	35	36	44		146	36	182
13272	Training / 5307 / TRPTA			25	25	25	25	25		100	25	125
13273	Capital (Bus Purchases) / 5307 / TRPTA			335	200	300	400	400		1308	327	1635
14304	Planning / 5307 / TRPTA			50	13	13	13	60		120	30	150
14306	Metropolitan Area Transportation Planning / FTA 5303 / BMPO			44	44	44	44	44		204	16	220
14309	Paratransit Service / 5307 / TRPTA			163	163	163	163	187		671	168	839
19406	Mobility Management / 5307 / TRPTA			163	163	163	163	187		671	168	839
19753	Capital Service Contract / 5307 / TRPTA			506	521	538	554	630		2199	550	2749
19800	Administration / 5307 / TRPTA			187	187	187	187	187		748	187	935

[1] = Project has $1994 of CN which is non-participating

[2] = CN of $5000 for project remains unfunded

[3] = Project includes but is not limited to unanticipated expenses such as shelters, bike racks, support equipment and vehicles, facility maintenance and repairs, etc.

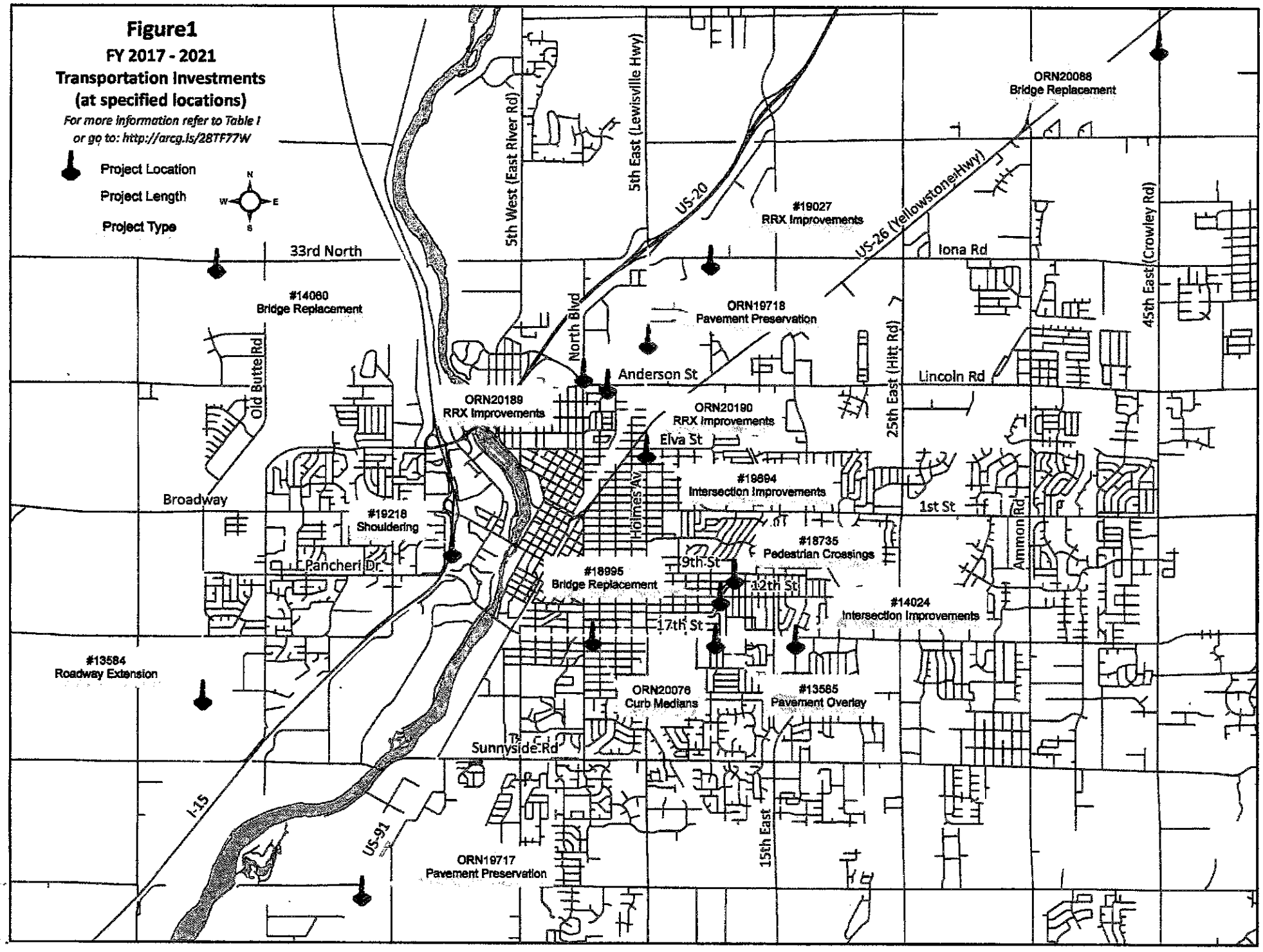
Figure1
FY 2017 - 2021
Transportation Investments
(at specified locations)
For more information refer to Table I
or go to: http://arcg.is/28TF77W
Project Location
Project Length
Project Type
N
W
E
S
33rd North
#14060
Bridge Replacement
Old Butte Rd
Broadway
#19218
Shouldering
Pancheri Dr
#13584
Roadway Extension
I-15
US-91
5th West (East River Rd)
5th East (Lewisville Hwy)
US-20
North Blvd
ORN20189
RRX Improvements
Anderson St
ORN19718
Pavement Preservation
#19027
RRX Improvements
US-26 (Yellowstone Hwy)
Iona Rd
ORN20088
Bridge Replacement
45th East (Crowley Rd)
25th East (Hitt Rd)
Lincoln Rd
ORN20190
RRX Improvements
Elva St
Holmes Av
#19694
Intersection Improvements
1st St
Ammon Rd
#18735
Pedestrian Crossings
9th St
#18995
Bridge Replacement
12th St
17th St
#14024
Intersection Improvements
ORN20076
Curb Medians
#13585
Pavement Overlay
Sunnyside Rd
15th East
ORN19717
Pavement Preservation

Old Butte Road, Pancheri Drive to Pioneer Road
Key Number 13584

Potential Options

1. **Reprogram to build Old Butte Road and Pancheri Drive to a 5-lane urban section to Bellin Road Intersection**
    a. **2019 - $1,478,000 right of way funding to 17th Street and Woodruff Intersection**

2. **Reprogram to build temporary pedestrian and bicycle pathway from Old Butte Road to Bellin Road Intersection (Connecting our Community)**
    a. **Unused portion of $3,152,000 construction funding to 17th Street and Woodruff Intersection**
    b. **2019 - $1,478,000 right of way funding to 17th Street and Woodruff Intersection**

Idaho Falls Sponsored Federal Aid Projects

	Key Number	Project Description	Action	Construction Year	Status	CN $'s (1,000s)
	Design					
1	13584	Old Butte Rd - Pancheri Dr to Pioneer Rd	Project Status	PD	Right of Way Acquisition Unlikely	3152
2	13585	17th St Overlay - Holmes Ave to Woodruff Ave	Design Complete (Signal & Inlet Upgrades Needed)	2018	Available for Advancement	1665
3	13586	Idaho Falls Sealcoats	Design Review (Final Fall 2018 for PS&E in Spring 2019)	2019	Plan for 2019 Construction	597
4	14024	17th St and Woodruff Ave Intersection Impr	Request Approval to Negotiate Scope and Contract	PD	Six Mile Selected by Rating Committee	1017
5	14049	Citywide ADA and Concrete Sidewalk Impr Phase II	Concept Approved	2020	Available for Advancement	299
6	18735	9th St and Bonneville Dr Ped Crossings	PS&E November	2017	Bid Winter/Spring 2017	155
7	18811	S Blvd Flashing Beacons	PS&E November	2016	Bid Winter/Spring 2017	120
8	18995	12th St Bridge over Idaho Canal	Scope and Contract Negotiation with HDR	2019	Begin Design	754
9	19647	Off-System FY17 20 ADA Ramps	Design Pending	2017		60
10	19694	Holmes Ave & Elva St Intersection Improvements	PS&E November	2017	Bid Winter/Spring 2017	373
11	20067	Signal Head Visibility Improvements	Design Pending	2019		285
12	20086	17th St Curb Medians	Design Pending	2019		190
13	20056	N Blvd RR Crossing	Design Pending	2020		200
14	20132	E Anderson St RR Crossing	Design Pending	2021		580
						9447
	Construction					
1	13132	Grandview Dr - Skyline Dr to Saturn Ave	Under Construction	2016	Final Paving November	1836
2	14052	Holmes Ave & 1 St Safety Impr	Under Construction	2016	Finalize Construction Punchlist November	377
3	14053	17th St - Yellowstone to Hitt Rd Safety Audit	Study Complete	2015	Issue Report	83
4	18898	Capital Ave and Elm St Safety Audit	Audit Complete (Precision Engineering)	2016	Report Pending	54
5	18931	US 20 FY16 39 ADA Ramps	Complete	2016	Request Reimbursement	60
6	19048	Lomax St and F St Flashing LED Stop Signs	Contract Awarded to HK Contractors	2016	Spring Construction	129
7	19135	West Side Path	Construction Closeout	2016		796
						3335

Proposed **Idaho Falls Sponsored Federal Aid Projects**

	Key Number	*Project Description*	*Action*	*Construction Year*	CN $'s (1,000s)
	TAP				
1		Elva St Sidewalk and Holmes Ave/Yellowstone Pathway	Request Programming	2017	530
2		Iona St, Elmore St and Riverside Dr ADA	Request Programming	2017	180
3		Short St, Capital Ave and Yellowstone Sidewalk	Request Programming	2017	300
					1010
	LHSIP				
1		Lindsay Blvd Curve North Idaho Falls	Request Programming	2017/2019	400
2		Citywide X-Walk Thermoplastic and ADA	Request Programming	2017/2019	200
5		Citywide Radar Speed Signs	Request Programming	2017/2019	150
6		Sunnyside Rd and 15th E Intersection Median	Request Programming	2017/2019	80
7		17th St and St. Clair Rd Intersection Improvements	Request Programming	2017/2019	600
8		Systemic Signalized Intersection Mast Arm Signing	Request Programming	2017/2019	70
9		John Adams Prkwy, 25th St and Garfield St Thermo and ADA	Request Programming	2017/2019	80
3		17th St and Rollandet Ave Turn Prohibitions	Request Programming	2019	170
4		Short St, Capital Ave and Yellowstone Sidewalk	Request Programming	2019	350
					2100
	RR Safety				
1		Hemmert Ave RR Xing	Request Programming	PD	750
2		Jameston Rd RR Xing	Request Programming	PD	400
					1150
	STP-U				
1		Pancheri Dr Bridge over Snake River Pedestrian Rail	Request Programming	PD	600
2		Pavement Maintenance Program	Request Programming	PD	250
3		S Blvd Widening 18th St to 21st St*	Request Programming	PD	540
4		Signal Upgrade Holmes Ave and 5th St	Request Programming	PD	490
5		Science Center Dr Overlay	Request Programming	PD	1000
6		Signal Upgrade Holmes Ave and 7th St	Request Programming	PD	490
7		Intersection of Science Center Dr and N Blvd	Request Programming	PD	540
8		Elm St Reconstruction Yellowstone to Blvd	Request Programming	PD	1910
9		E St Widening Memorial Dr to Yellowstone	Request Programming	PD	1900
10		E River Rd Widening	Request Programming	PD	3570
11		HAWK Intersection of Garfield St and Royal Ave	Request Programming	PD	160
12		HAWK Intersection of 9th St and Bower Dr	Request Programming	PD	160
					11610
	Bridge				
1		Higbee Ave Bridge over the Idaho Canal	Request Programming	PD	390
					390

Special Meeting 3PM / Nov 14, 2016

Idaho Falls and Ammon Council Sub-Committee on Mutual Aid Agreement for Fire Services

In Attendance:

Russell Slack - Ammon City Council
ED MAROHN - Idaho Falls Council
DAVE Coffey - IF Fire Department

1. Reviewed latest draft agreement as mutually prepared by both Citys' Staff.

   a. Corrected signature block for Ammon to be Stacey Hyde, Ammon City Fire Chief

   b. City of IF will discuss at Council on November 21, 2016 and formalize on that date or at Council Session on November 22, 2016

   c. City of Ammon will do same on November 17 Council Session.

2. Adjourned

IDAHO FALLS

2017 COUNCIL WORK SESSIONS

City Council Work Sessions are held on the **Monday** of Council Week at **3:00 p.m**. at the City Annex Building, 680 Park Avenue, Idaho Falls, Idaho. Following is a list of Council Work Session dates for the 2017 Calendar Year:

January 9, 2017 and January 23, 2017

February 6, 2017 and February 20, 2017

March 6, 2017 and March 20, 2017

April 10, 2017 and April 24, 2017

May 8, 2017 and May 22, 2017

June 5, 2017 and June 19, 2017

July 10, 2017 and July 24, 2017

August 7, 2017 and August 21, 2017

September 11, 2017 and September 25, 2017

October 10, 2017 (Tuesday) and October 23, 2017

November 6, 2017 and November 20, 2017

December 11, 2017 and December 18, 2017

DRAFT

If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

IDAHO FALLS

2017 REGULAR COUNCIL MEETINGS

City Council Meetings are held on the Second and Fourth **Thursdays** of each month at **7:30 p.m.** at the City Annex Building, 680 Park Avenue, Idaho Falls, Idaho. Following is a list of Council Meeting dates for the 2017 Calendar Year, including those that have been designated as Special Meetings:

January 12, 2017 and January 24, 2017 (Special Meeting)

February 9, 2017 and February 23, 2017

March 9, 2017 and March 23, 2017

April 13, 2017 and April 27, 2017

May 11, 2017 and May 25, 2017

June 8, 2017 and June 20, 2017 (Special Meeting)

July 13, 2017 and July 27, 2017

August 10, 2017 and August 24, 2017

September 14, 2017 and September 28, 2017

October 12, 2017 and October 26, 2017

November 9, 2017 and November 21, 2017 (Special Meeting)

December 14, 2017 and December 21, 2017 (Special Meeting)

If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

DRAFT

JOINT POWERS AGREEMENT FOR THE RECONSTRUCTION OF 17th STREET AND 25TH EAST (HITT ROAD) INTERSECTION BETWEEN CITY OF IDAHO FALLS, IDAHO AND AMMON, IDAHO

THIS JOINT POWERS AGREEMENT FOR THE RECONSTRUCTION OF 17th STREET AND 25TH EAST (HITT ROAD) INTERSECTION BETWEEN CITY OF IDAHO FALLS, IDAHO AND AMMON, IDAHO (hereinafter "JPA"), is made this ___ _____day of_____, 2016, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter "IDAHO FALLS"), whose address is P.O. Box 50220, Idaho Falls, Idaho 83405, and CITY OF AMMON, IDAHO, a municipal corporation of the State of Idaho, whose address is (hereinafter "AMMON"), whose address is 2135 South Ammon Road, Ammon, Idaho 83406 (collectively hereinafter the PARTIES).

EXERCISE OF JOINT POWERS BY THE PARTIES

1.1 The purpose of this JPA is to provide for financing, design, construction management, and construction of a project between the two PARTIES consisting of improvements to the intersection of 17th Street and 25th East (Hitt Road) further described in this JPA at 2.1.

1.2 City of Idaho Falls, Idaho, is a municipal corporation of the State of Idaho, duly established under the laws of the State of Idaho.

1.3 City of Ammon, Idaho is a municipal corporation of the State of Idaho, duly established under the laws of the State of Idaho.

1.4 Both IDAHO FALLS and AMMON have authority granted to them by the Idaho Constitution and by Title 50, Chapter 3 of the Idaho Code; specifically including §§ 50-301, 50-311, 50-312, 50-313, 50-314, 50-315, and 50-316.

1.5 As municipal corporations of the State of Idaho, IDAHO FALLS and AMMON have been granted, and specifically assert, herein the authority for each to contract and be contracted with; to acquire, hold, lease, and convey property, real and personal; to erect structures of any kind, needful for the uses or purposes of the City; and to exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws of the Constitution of the State of Idaho.

1.6 Idaho Code § 67-2326 through § 67-2333, provide that public agencies (such as IDAHO FALLS and AMMON) may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership, or operation agreements and interagency contracts for service, activity and undertakings. This JPA is, and shall be construed as a JPA and active pursuant to Idaho Code § 67-2326 through § 67-2333.

1.7 It is not the intent that this JPA, or that IDAHO FALLS or AMMON, establish a separate legal entity to conduct the joint or cooperative undertaking described in this JPA.

1.8 Neither party to this JPA intends by this JPA to limit its respective power, jurisdiction, or authority in any way other than specifically contemplated and set out in this JPA.

1.9 The PARTIES to this JPA specifically intend it to be interpreted separately and apart from any other Agreement, Memorandum of Understanding, contract, or arrangement between the PARTIES.

1.10 The PARTIES do not intend this JPA to govern, control, manage, or relate to maintenance or operations of the intersection of 17th Street and 25th East (Hitt Road) or signalization of that intersection following construction and acceptance of the Project by the PARTIES. Maintenance and operations of the intersection of 17th Street and 25th East (Hitt Road) or signalization of that intersection shall be governed by a separate agreement of the PARTIES, if any.

1.11 Duration of JPA. This JPA shall be in effect from the date of its signing by both PARTIES, and shall be in effect until the expiration of the warranty period for the construction of the Project.

ARTICLE 2. THE PROJECT

2.1 The Project. This Project encompasses the construction and financing of the improvements to the intersection of 17th Street and 25th East (Hitt Road), and modification of the existing traffic signal. Improvements will be included along 25th East (Hitt Road) from five hundred feet (500 ft.) north of the intersection south to 25th Street and along 17th Street from approximately five hundred feet (500 ft.) east of the intersection west to Ashment Ave. Project improvements include modifying the existing traffic signal, removing and replacing curb, gutter, sidewalk, constructing turn lanes, street paving, installation of median safety curb and other associated items of work.

2.2 Project Construction Costs within the 25th East (Hitt Road) and 17th Street Rights-of-Way will be provided by IDAHO FALLS and AMMON. IDAHO FALLS shall provide for the project One Million Seven Hundred Eighteen Thousand Six Hundred Seventy-Four Dollars and Fifty Cents ($1,718,674.50) and AMMON shall provide for the project Nine Hundred Five Thousand Nine Hundred Thirty-Two Dollars and Fifty Cents ($905,932.50). AMMON's total maximum share of the Project costs, including the power pole relocation expense, shall not exceed One Million Dollars ($1,000,000.00). IDAHO FALLS shall be financially responsible for any amount in excess of the Total Project costs of Two Million Eight Hundred Twelve Thousand Seven Hundred Forty-Two Dollars ($2,812,742.00).

2.3 Estimated Project Costs.

Costs:	**Amount:**
Estimated Total Project Costs	$2,812,742
Estimated Total Construction Costs	$2,624,607

Estimated Pole Relocation Cost	$188,135

ARTICLE 3. PRECONSTRUCTION CONTINGENCIES (South 161kV Transmission Power Line Relocation)

3.1 The PARTIES understand and agree that, prior to construction of the Project, Rocky Mountain Power relocated three (3) poles east of 25th EAST supporting the 161kV transmission power line along Hitt Road (which poles also bear Idaho Falls Power distribution attachments) in order to provide sufficient space and safety for Project construction.

3.2 Power Relocation Costs. AMMON'S payment of the relocation cost of Ninety-Four Thousand Sixty-Seven Dollars and Fifty Cents ($94,067.50) shall be credited against AMMON's total maximum share of Project costs of One Million Dollars ($1,000,000).

ARTICLE 4. PROJECT DESIGN, CONSTRUCTION, MANAGEMENT, CONSTRUCTION AND COMPLETION

4.1 Project Construction. IDAHO FALLS agrees to engineer and design the Project and to solicit, award and administer various construction contracts necessary for such work, all as may be determined in accordance with the terms and conditions set forth in this JPA.

4.2 Construction Drawing Approval. IDAHO FALLS will provide AMMON with copies of its construction drawings for the Project prior to the commencement of the Project and shall provide AMMON an opportunity to review and comment thereupon.

4.3 Project Timelines and Completion Dates. Within thirty (30) days after the execution of this JPA, IDAHO FALLS and AMMON will meet and establish Project timelines, performance deadlines, and other significant milestone deadlines, which shall be documented in writing prior to the commencement of the Project. The PARTIES shall meet at such intervals thereafter as may be necessary to complete the Project.

4.4 Regulatory Approvals. Should IDAHO FALLS be required to file this JPA, or any subsequent amendments, with any regulatory agency, AMMON agrees to support such filing(s), and to provide any information, including the filing of testimony, reasonably required by IDAHO FALLS to comply with applicable filing requirements.

4.5 Initial Deposition of Project Monies. Following execution of JPA and prior to the bid award on the Project, AMMON and IDAHO FALLS shall each deposit their respective cost in accordance with Paragraph 2.2 of this JPA for such construction in an interest-bearing account administered by IDAHO FALLS. IDAHO FALLS shall be credited, as part of its share of project costs, the value of any materials supplied for the project. The Administrator of the Project has sole authority to withdraw the said funds for the Project. Such deposit amount shall be based upon the pre-bid estimate of the total construction cost, currently estimated to be Two Million Six Hundred Twenty-Four Thousand Six Hundred Seven Dollars ($2,624,607).

4.6 Bidding Documents. IDAHO FALLS shall draft and prepare all bidding documents for joint use and shall include any documents prepared by AMMON as necessary to solicit construction bids for the Project and shall solicit bids pursuant to Idaho law from reputable, responsible and competent contractors or subcontractors for each portion of the Project to be awarded directly by IDAHO FALLS. The bidding documents shall include, without limitation, all general specifications, technical specifications, design drawings, contract forms, an invitation to bid form, and other bidding documents necessary to fully and accurately describe the Project and otherwise protect the interests of IDAHO FALLS and AMMON. IDAHO FALLS shall open all bids and evaluate the same and provide copies of such bids and its evaluation to AMMON as soon as possible after the bids are opened and evaluated. IDAHO FALLS shall also provide AMMON with its recommendation as to which contractor and subcontractors bids will best serve the interests of IDAHO FALLS and AMMON on the Project.

4.7 Award of Construction Contract. IDAHO FALLS shall award the construction contract to the contractor and subcontractors which it deems, in its best judgment and experience, will provide and represent the best interests of the PARTIES, provided, however, before making such award, IDAHO FALLS shall obtain the written approval of AMMON for such award. AMMON may withhold such approval only upon a showing of good cause.

IDAHO FALLS shall include provisions within the construction contract requiring and acknowledging that AMMON shall be considered as a third party beneficiary of the contract. Upon request, AMMON may inspect the Project at any time during Project construction and shall notify IDAHO FALLS in the event any discrepancies are discovered between the construction work performed and the contract documents or design specifications, and IDAHO FALLS shall thereafter forthwith instruct the contractor(s) or subcontractor(s) for the Project to correct the same.

4.8 Change Orders. IDAHO FALLS may from time to time issue, approve and execute change orders with respect to any phase of the Project, as necessary and determined to be in the best interest of the PARTIES. Prior to the issuance of such change orders, IDAHO FALLS shall provide AMMON with copies of change order documentation substantiating the need for any change order and shall consult with AMMON with respect to any change order which alters or changes the scope of the Project in any material respect.

AMMON and IDAHO FALLS shall grant authority to IDAHO FALLS staff to process Change Orders up to one hundred fifteen percent (115%) of the bid award.

4.9 Project Billing Escrow. IDAHO FALLS shall pay for the construction costs of the Project, including contractor progress payments, material, and permit fees and all other direct and indirect costs during the Project and arising from the performance of this JPA and completion of the Project. IDAHO FALLS will submit payment records to AMMON including progress payments paid to contractors.

4.10 Retainage. IDAHO FALLS shall retain five percent (5%) of the general contractor progress billings as retainage and security for the satisfactory completion and performance of the work on the Project. Such retainage shall not be released until the contractor has provided satisfactory proof to IDAHO FALLS of the contractor's payments to

subcontractors and suppliers and payment of all federal and state sales and excise taxes.

4.11 Insurance. IDAHO FALLS will include provisions within its agreement with its contractor requiring the contractor to maintain workers compensation insurance, as required by the laws of the state of Idaho, and further obtaining and maintaining a policy of general commercial liability insurance at all times during the performance of the work, as required by IDAHO FALLS' standard insurance requirements for such a public works project.

4.12 Project Inspection, Completion and Final Inspection. AMMON may inspect the work associated with the Project and IDAHO FALLS' financial records and transactions related to the Project, at any time during construction and shall notify IDAHO FALLS of any concerns, errors or omissions discovered during construction.

IDAHO FALLS shall notify AMMON upon substantial completion of the Project. AMMON shall perform a final inspection within ten (10) days after notice by IDAHO FALLS or such longer period of time as may be agreed upon by the PARTIES. Within ten (10) days after final inspection, AMMON shall provide IDAHO FALLS with a punch list of any of elements of the Project completed to IDAHO FALLS's reasonable satisfaction. Both AMMON and IDAHO FALLS shall sign a Notice of Substantial Completion and a Contractor's Certificate of Final Completion after all inspections and final approvals have been made and the Project has been completed to the PARTIES' satisfaction.

IDAHO FALLS shall compile a final Project cost following completion of the Project that shall include all construction costs. In the event that Total Construction Costs after final acceptance fall below Two Million Six Hundred Twenty-Four Thousand Six Hundred Seven Dollars ($2,624,607) saving shall be refunded at a ratio of thirty-five and one-half percent (35.5%) to AMMON and sixty-four and one-half percent (64.5%) retained by IDAHO FALLS. Final payment history and other financial transaction records shall be made available to AMMON by IDAHO FALLS. Such final Project cost summary and payment records shall detail any additional funds or refunds due to AMMON. If a refund is due AMMON, IDAHO FALLS agrees to pay such refund to AMMON within thirty (30) days of compilation of final Project cost.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1.A AMMON Warranty of Authority. As further consideration and as an inducement to entering into this JPA, AMMON covenants and warrants to IDAHO FALLS that it has the full right, power, and authority to execute this JPA and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any binding agreement.

5.1.B IDAHO FALLS Warranty of Authority. As further consideration and as an inducement to entering into this JPA, IDAHO FALLS covenants and warrants to AMMON that it has the full right, power, and authority to execute this JPA and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any binding agreement.

5.2 Assignment. This JPA shall be binding upon and shall inure to the benefit

of the PARTIES hereto, their successors and assigns.

5.3 Notices. Except as specifically provided elsewhere in this JPA for telephonic or facsimile notice, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten days (10) written notice of the change in the manner set forth herein.

If to IDAHO FALLS:

Chris H Fredericksen, P.E. Public Works Director
P.O. Box 50220
Idaho Falls, Idaho 83405-0220
Telephone Number: (208) 612-8256
Fax Number: (208) 612-8570
Email: pwd@idahofallsidaho.gov

If to AMMON:

Ron Folsom City Administrator
2135 South Ammon Road Ammon, Idaho 83406
Telephone Number: (208) 612-4050
Fax Number: (208) 612-4009
E-mail: rfolsom@ci.ammon.id.us

5.4 Dispute Resolution. IDAHO FALLS and AMMON mutually endorse the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disagreements that may occur during the Project construction or during the term of this JPA. The PARTIES, through their respective City staffs, commit to attempt, in good faith, to negotiate any disagreement quickly, fairly, and amicably. If such attempts fail to resolve the matter within fifteen (15) days of the first attempt to resolve the disagreement, the Public Works director for each City and no more than two (2) Council members from each City shall meet to discuss and resolve the disagreement within fifteen (15) days of such failure to resolve the disagreement. If that fails to resolve the matter, the dispute shall be submitted to mandatory, non-binding mediation.

5.5 Integration. This JPA shall constitute the entire agreement and understanding of the PARTIES with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this JPA shall be in writing and executed by the authorized representatives of the PARTIES.

5.6 Severability. In the event that any part of this JPA is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this JPA.

5.7 Attorney's Fees. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including fees and costs

incurred through any applicable appeal process.

5.8 Agreement Construction. It is the intention and agreement of the PARTIES hereto that the language, terms and conditions of this JPA are not to be construed in any way against or in favor of any party by reason of the responsibilities in connection with the preparation of this JPA. In construction of this JPA, the singular includes the plural, and the plural the singular, and words in the present tense include the future tense, as the context requires; section headings are for convenience only, and shall not be considered in construction of the text.

5.9 Venue and Applicable Laws. This JPA is governed by the laws of the State of Idaho. The venue for any action or suit arising from the terms and conditions of this Agreement shall be in the District Court of the Seventh Judicial District, Bonneville County, State of Idaho.

5.10 Force Majeure. Neither party shall be subject to any liability or damages for inability to meet its obligations under this JPA to the extent that such failure shall be due to causes beyond the control of either IDAHO FALLS or AMMON, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by the public service commission, Rocky Mountain Power, the balancing authority to which Idaho Falls Power is subject, any municipality, or governmental agency of the United States, (including NERC, FERC, and FCC), or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) Act of God; (g) civil disturbance; or (h) strikes or boycotts. Provided, the party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and as expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of the PARTIES herein shall be extended for the period during which Force Majeure is in effect.

5.11 Waiver. Any waiver of a PARTY's rights with respect to any breach of this JPA, or with respect to any other matter arising in connection with this JPA, shall not constitute a waiver with respect to any other breach or matter arising in connection with this JPA. All waivers must be in writing and signed by an authorized representative of the PARTY granting the waiver.

5.12 Signatory Authority. Each party represents that its representative who executes this JPA has been duly authorized to do so by appropriate action.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date first written above.

ATTEST:	CITY OF IDAHO FALLS, IDAHO
By_____	By_____
Kathy Hampton, Clerk	Rebecca L. Noah Casper, Mayor

ATTEST:

By_____

_____Clerk

CITY OF AMMON, IDAHO

By_____

Dana Kirkham, Mayor

APPROVED AS TO FORM:

By:_____

Randall D. Fife
Idaho Falls City Attorney

APPROVED AS TO FORM:

By:_____

Scott R. Hall
Ammon City Attorney

STATE OF IDAHO)
) ss.
County of Bonneville)

On this_____day of_____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires:_____

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this_____day of_____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Dana Kirkham, known to me to be the Mayor of the City of Ammon, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires:_____

(SEAL)

IDAHO FALLS FIRE DEPARTMENT

DATE: NOVEMBER 10, 2016

TO: MAYOR AND CITY COUNCIL

FROM: DAVE HANNEMAN, FIRE CHIEF

RE: **FIRE SERVICE MOU BETWEEN IDAHO FALLS AND AMMON**

Mayor and Council Members,

Please find attached the MOU for Fire Services between the City of Idaho Falls and the City of Ammon. The intent of this MOU is to provide a mechanism to assist each other with equipment and staffing for major emergencies when our resources are depleted. The MOU also addresses a method of compensation based on the Idaho State rate book for fees.

The Fire Department respectfully requests that Council approve this MOU between the City of Idaho Falls and the City of Ammon for Fire Services.

Dave Hanneman

Dave Hanneman
Fire Chief

FIRE SERVICES MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IDAHO FALLS, IDAHO AND CITY OF AMMON, IDAHO

THIS FIRE SERVICES MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IDAHO FALLS, IDAHO, AND CITY OF AMMON, IDAHO, ("MOU") is made and entered into this day of between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 ("CITY") and CITY OF AMMON, IDAHO, 2135 S. Ammon Road, Ammon, Idaho 83406, and all joining entities effective this day of July 1, 2016.

WITNESSETH:

WHEREAS, each of the parties hereto as an interest in the control of fires, fire protection, hazardous materials control and/or other major emergency support within their respective lawful jurisdictions; and

WHEREAS, in the event of a major fire, disaster or other emergency, any party may need assistance of the other party to this MOU, to provide supplemental fire suppression, hazardous materials control, and/or other supplementary emergency support: and

WHEREAS, it is believed each of the parties may have the necessary equipment and personnel available to enable it to provide such supplementary services to the other parties to this MOU in the event of such a major fire, disaster, hazardous materials control, and depletes the resources of the requesting agency; and

WHEREAS, the equipment and facilities of each party are located in such a manner as to enable each party to render mutual assistance to the others under circumstances set out in this MOU; and

WHEREAS, it is not the interest of the parties that this MOU alter, supersede, or amend any separate agreement between the parties for normal and customary contractual services between the parties for similar (but non-supplementary) services, if any; and

WHEREAS, it is not the intent of the parties hereto that this MOU be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity; and

WHEREAS, each of the parties to this MOU has determined that it is in the best interests of each party to set forth guidelines for providing supplementary assistance to the other in the case of a major fire, disaster, or other emergency.

NOW THEREFORE, IT IS HEREBY AGREED as follows:

1. REQUEST FOR ASSISTANCE. The Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency within the boundaries of that party's lawful geographical jurisdiction is authorized to request assistance from the other party to this MOU, if confronted

with an emergency situation, at which the Requesting Party has determined a need for equipment or personnel in excess of that reasonably available to the Requesting Party.

2. MUTUAL AID REQUEST. Upon receipt of a request as provided for in Paragraph No. 2 of this MOU, the Commanding Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:

   A. Determine, in its sole discretion, whether the Responding Party has equipment and/or personnel available to respond to the request of the Requesting Party, and if so, determine the type of equipment and number of personnel available to respond to the request.

   B. Determine what available equipment and personnel, if any, should be dispatched in accordance with the plans, requests, and procedures established by the parties hereto.

   C. In the event the requested equipment and/or personnel are available (as determined by the Responding Party in its sole discretion), then the Commanding Officer shall dispatch that equipment and/or personnel to the scene of the emergency, with proper operating instructions.

   D. In the event the requested equipment and/or personnel are not available (as determined by the Responding Party in its sole discretion), the Commanding Officer shall immediately advise the Requesting Party of such.

3. COMMAND RESPONSIBILITY AT EMERGENCY SCENE. The Incident Commander of the Requesting Party at the scene of the emergency to which the response is made, shall be in command of the operations under which the equipment and/or personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and/or personnel shall be under the immediate supervision of the person in charge of the responding equipment and/or personnel. If the Incident Commander specifically requests that a senior officer of the Responding Party assumes command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for operation.

4. LIABILITY. The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities that arise out of command decisions or judgments made that are related to the request. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold all other parties harmless therefrom as to actions relating to performance under this MOU. Nothing in this MOU shall increase or alter financial or legal responsibility or liability for services rendered under this MOU from that set out in the Idaho Tort Claims Act (Idaho Code Title 6, Chapter 9), where applicable.

5. RETURN OF EQUIPMENT. Upon completion of rendering of assistance by the Responding Party, such help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this MOU shall be returned to the Responding Party upon being released by the Requesting Party, or on demand being made by the Responding Party for return of said equipment and personnel.

6. COMPENSATION. Each party agrees that the most current Idaho Fire Service Organization Rate Book establishes the compensation for services rendered under this MOU, with the addition that ladder trucks are compensated at two hundred twenty-five dollars ($225) for a three (3) personnel response and command vehicles are hourly at one hundred dollars ($100). Each party hereto shall at all times be responsible to its own employees for payment of wages and other compensation and for carrying workers' compensation upon said employees; and, each party shall be responsible for its own equipment and shall bear the risk of loss therefor. irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.

7. REIMBURSEMENT. Nothing in this MOU shall prohibit any party hereto to seek reimbursement for expenditure of equipment, materials or personnel where Federal or State law regulation or program allows such reimbursement or payment to any party hereto. Each party hereto will cooperate and assist every other party hereto regarding reimbursement.

8. INSURANCE. Each party agrees to maintain adequate insurance or liability coverage, including workers' compensation coverage, for its own equipment and personnel.

9. PRE-INCIDENT PLANNING. The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the type and location of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, the number of personnel that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operation. Such plans shall take into consideration the proper protection by the Responding Party of its own lawful geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hoses, and apparatus, so that said equipment can be fully utilized by any of the parties hereto.

10. SHARED PURCHASING. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property.

11. ADMINISTRATION AND FINANCE. There is not hereby created any separate legal or administrative entity as might be provided by Idaho Code. There shall be

no joint or cooperate acquiring, holding and disposing of real or personal property, and each party hereto shall be responsible for administering and financing its separate obligations hereunder.

12. DOCUMENT CONTROL – EXECUTION. A duplicate original of this MOU shall be filed at the administrative offices of each party. The MOU shall be effective upon execution by the parties.

13. TERMINATION. This MOU shall remain in full force and effect from year to year unless sooner terminated as follows:

    A. A party desiring to terminate this MOU shall serve written notice upon the other party of its intention to terminate this MOU. Such notice shall be served not less than ninety (90) calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this MOU on the date specified therein, unless rescinded prior thereto in writing.

    B. Termination of the relationship affected by this MOU shall not preclude future agreements for mutual aid between the parties.

14. MOU NOT EXCLUSIVE. This MOU is not intended to be exclusive as between the parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into a separate mutual assistance agreement or agreements with any other party or parties. Entry into such separate agreement shall not change any relationship or covenant herein contained, unless the parties hereto mutually agree in writing to such change.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their authorized representatives on the day and year first above written.

"CITY" CITY OF IDAHO FALLS	"ATTEST"
BY: _____ Dave Hanneman; Idaho Falls Fire Chief	BY: _____ ~~Keith Banda~~; Ammon City Fire Chief Stacey Hyde

BY: _____
Rebecca L. Noah Casper
Mayor City of Idaho Falls, Idaho

BY: _____
Dana Kirkham
Mayor City of Ammon, Idaho

DATED: _____

STATE OF IDAHO)
) ss.
County of Bonneville)

On this____day of_____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public of Idaho
Residing at:
_____
My Commission Expires:_____

(Seal)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this____day of_____, 2016, before me, the undersigned, a notary public for Idaho, personally appeared Dana Kirkham, known to me to be the Mayor of the City of Ammon, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

Notary Public of Idaho
Residing at:

_____

My Commission Expires:_____

(Seal)

IDAHO FALLS

City Clerk's Office

NOTICE OF PUBLIC MEETING
Monday, November 14, 2016
CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402
3:00 p.m.

The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will make an effort to accommodate your needs.

SPECIAL MEETING
Idaho Falls and Ammon Council Sub-committee

Discussion Item: -Mutual Aid Agreement related to Emergency Fire Response

DATED this 10th day of November, 2016

Kathy Hampton

Kathy Hampton
City Clerk

IDAHO FALLS FIRE DEPARTMENT

DATE: NOVEMBER 10, 2016

TO: MAYOR AND CITY COUNCIL

FROM: DAVE HANNEMAN, FIRE CHIEF

RE: **MUTUAL AID AGREEMENT WITH CITY OF BLACKFOOT AND CARIBOU COUNTY**

Mayor and Council Members,

Please find attached a mutual aid agreement with the City of Blackfoot and Caribou County regarding assisting each other with EMS call for service. This mutual aid agreement outlines how Caribou County EMS will assist our department with calls in Bonneville County around Greys Lake and in turn we will assist Bingham County in areas around Blackfoot Reservoir. We believe this is a fair agreement and to the mutual benefit of all parties. Legal has reviewed the agreement.

The Fire Department respectfully requests that Council approve this Mutual Aid agreement with the City of Blackfoot and Caribou County.

Dave Hanneman

Dave Hanneman
Fire Chief

MUTUAL AID AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND CITY OF BLACKFOOT FIRE DEPARTMENT AND CARIBOU COUNTY EMERGENCY SERVICES AND ALL JOINING ENTITIES, AS PROVIDED HEREIN

THIS MUTUAL AID AGREEMENT BETWEEN CITY OF IDAHO FALLS, IDAHO AND CITY OF BLACKFOOT FIRE DEPARTMENT AND CARIBOU COUNTY EMERGENCY SERVICES, ("Agreement") is made and entered into this day of 3 November 2016, and upon receipt of authorized signature of a new entity, by and between the **CITY OF IDAHO FALLS, IDAHO,** a municipal corporation of the State of Idaho ("CITY") and Blackfoot Fire Department and Caribou County Emergency Services, and all joining entities effective this day of 3 November 2016 and upon receipt by the City of Idaho Falls, Idaho of a joining entity's duly authorized and executed signature page.

W I T N E S S E T H:

WHEREAS, each of the parties hereto as an interest in the control of fires, fire protection emergency medical service, hazardous materials control and/or other major emergency support and

WHEREAS, in the event of a major fire, disaster or other emergency, any party may need assistance of the other parties to this Agreement, to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other supplementary emergency support; and

WHEREAS, it is believed each of the parties may have the necessary equipment and personnel available to enable it to provide such supplementary services to the other parties to this Agreement in the event of such a major fire, disaster, hazardous materials control, or other emergency; and

WHEREAS, the equipment and facilities of each party are located in such a manner as to enable each party to render mutual assistance to the others; and

WHEREAS, it is not the interest of any of the parties that this Agreement alter, supersede, or amend any separate agreement between the parties for normal and customary contractual services between the parties for similar (but non-supplementary) services; and

WHEREAS, it is not the intent of any of the parties hereto that this Agreement be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual supplementary assistance to each other in the case of a major fire, disaster or other emergency; and

WHEREAS, the parties to this Agreement wish to allow other public entities to join the Agreement as provided for herein below.

NOW THEREFORE, IT IS HEREBY AGREED as follows:

1. AUTOMATIC ASSISTANCE. All Joining Entities agree to operate, maintain and otherwise provide Emergency Medical Services to the residents and inhabitants of respective areas of the joining Counties of Idaho.

   A. Idaho Falls, Idaho agrees to provide emergency medical service equipment and personnel to Bingham County in the geographic areas North of Blackfoot Reservoir and East of the Wolverine Canyon Area to include the Bone/Blackfoot Reservoir Road.

   B. Caribou County EMS agrees to emergency medical service equipment and personnel to Bonneville County in the geographic areas of Greys Lake to include the Greys Lake Wildlife Preserve.

   C. In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and/or personnel to the scene of the emergency, with proper operating instructions.

   D. In the event the requested equipment and/or personnel are not available, the Dispatch Center personnel shall immediately advise the Requesting Party and of such.

2. DISPATCHING SERVICES. All dispatching services for ambulance services provided pursuant to this Agreement shall be provided by and solely governed by the terms and conditions of a separate dispatching agreement between the parties to this Agreement and not by this Agreement.

3. REQUEST FOR ASSISTANCE. The Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from another party or parties to this Agreement, if confronted with an emergency situation, at which the Requesting Party has determined a need for equipment or personnel in excess of that available at the Requesting Party's facilities.

4. MUTUAL AID REQUEST. Upon receipt of a request as provided for in Paragraph No. 3 of this Agreement, the Commanding Officer of the party or parties receiving the request (also known as the Responding Party) shall immediately take the following action:

A. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party, and determine the type of equipment and number of personnel available.

B. Determine what available equipment and personnel, if any, should be dispatched in accordance with the plans and procedures established by the parties hereto.

C. In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and/or personnel to the scene of the emergency, with proper operating instructions.

D. In the event the requested equipment and/or personnel are not available, the Commanding Officer shall immediately advise the Requesting Party of such.

5. COMMAND RESPONSIBILITY AT EMERGENCY SCENE. The Incident Commander of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and/or personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and/or personnel shall be under the immediate supervision of the officer in charge of the responding equipment and/or personnel. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for operation.

6. LIABILITY. The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities that arise out of command decisions or judgments. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold all other parties harmless therefrom as to actions relating to performance under this Agreement. Nothing in this Agreement shall increase or alter financial or legal responsibility or liability for services rendered under this Agreement from that set out in the Idaho Tort Claims Act (Idaho Code Title 6, Chapter 9), where applicable.

7. RETURN OF EQUIPMENT. Upon completion of rendering of assistance, such help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or on demand being made by the Responding Party for return of said equipment and personnel.

8. COMPENSATION. Each party agrees that it will not seek from any other party to this Agreement, compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for payment of

wages and other compensation and for carrying workers' compensation upon said employees; and, each party shall be responsible for its own equipment and shall bear the risk of loss therefor, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the Responding Party for the actual cost of such chemicals.

9. REIMBURSEMENT. Nothing in this Agreement shall prohibit any party hereto to seek reimbursement for expenditure of equipment, materials or personnel where Federal or State law regulation or program allows such reimbursement or payment to any party hereto. Each party hereto will cooperate and assist every other party hereto regarding reimbursement.

10. INSURANCE. Each party agrees to maintain adequate insurance or liability coverage for its own equipment and personnel.

11. PRE-INCIDENT PLANNING. The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the type and location of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, the number of personnel that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operation. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hoses, and apparatus, so that said equipment can be fully utilized by any of the parties hereto.

12. SHARED PURCHASING. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property.

13. ADMINISTRATION AND FINANCE. There is not hereby created any separate legal or administrative entity as might be provided by Idaho Code. There shall be no joint or cooperate acquiring, holding and disposing of real or personal property, and each party hereto shall be responsible for administering and financing its separate obligations hereunder.

14. DOCUMENT CONTROL – EXECUTION. A duplicate original of this Agreement shall be filed at the administrative offices of each party. The Agreement shall be effective upon execution by the parties.

15. TERMINATION. This Agreement shall remain in full force and effect from year to year unless sooner terminated as follows:

    A. A party desiring to terminate this Agreement shall serve written notice upon the other parties of its intention to terminate this Agreement. Such

notice shall be served not less than ninety (90) calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein, unless rescinded prior thereto in writing.

B. Termination of the relationship affected by this Agreement shall not preclude future agreements for mutual aid between the parties.

16. ADDITIONAL PARTIES. The parties to this Agreement specifically agree hereby that any governmental entity that desires to enter into this Agreement may do so under the same terms and conditions contained herein, by executing and delivering a signature page from a person duly authorized to bind the joining entity to the terms and conditions herein. If a party to this Agreement determines not to accept a joining entity under the terms and conditions of this Agreement, such party may communicate that determination to the joining entity, and to all other parties, in writing within sixty (60) days of receiving notice of joining entity's signing of this Agreement, after which neither the declining party or joining entity shall be bound to render mutual aid to one another pursuant to this Agreement.

17. AGREEMENT NOT EXCLUSIVE. This Agreement is not intended to be exclusive as between the parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into a separate mutual assistance agreement or agreements with any other party or parties. Entry into such separate agreement shall not change any relationship or covenant herein contained, unless the parties hereto mutually agree in writing to such change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

ATTEST:

"CITY"
CITY OF IDAHO FALLS

Kathy Hampton
City Clerk

By:
Rebecca L. Noah Casper
Mayor

CARIBOU COUNTY:

Eric Hobson
Director of Public Safety
Caribou County EMS

CITY OF BLACKFOOT:

Kevin R. Gray
Blackfoot Fire Department
Fire Chief

Signature page.... APPROVED

AS TO FORM:

STATE OF IDAHO)
) ss.
County of Bonneville)

On this day of , 2015, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public of Idaho
Residing at: _____

My Commission Expires: _____

(Seal)