

**MICA KIDD ISLAND FIRE PROTECTION DISTRICT
BOARD OF COMMISSIONERS
REGULAR MEETING
December 19, 2018 6:00 PM**

PRESENT:

Commissioner Hanson - dansub1mki@gmail.com
Chairman Mundt - larrysub3mki@aol.com
Chief Sneve - dsneve@worleyfire.com
Deputy Chief Maines - bmaines@worleyfire.com
Carmen Saranto - admin@mkifire.com

CALL TO ORDER

Meeting was called to order at 6:11 pm.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTARY

None

APPROVAL OF MINUTES FROM THE PRIOR MEETING (S)

a. Regular Monthly Meeting of Nov 28, 2018 - ACTION ITEM

CHAIRMAN MUNDT moved to approve the minutes as submitted. COMMISSIONER HANSON 2nd.
Motion Carried.

B. Workshop / Special Meeting of Dec 10, 2018 - ACTION ITEM

CHAIRMAN MUNDT moved to approve the minutes as submitted. COMMISSIONER HANSON 2nd.
Motion Carried.

APPROVAL OF BILLS AND FINANCIAL REPORTS

a. Check Detail

COMMISSIONER HANSON asked what the deletion of the carpet from the asset list was about. Carmen stated that we had purchased carpet for the office we were renting from Worley Highway. Since we are no longer over there, we needed to delete that from our asset list.

CHAIRMAN MUNDT moved to approve the Check Detail Report as submitted. COMMISSIONER HANSON 2nd. **Motion Carried**

b. Budget vs Actual and Balance Sheet

CHAIRMAN MUNDT moved to approve the Budget vs Actual and Balance Sheet as submitted. COMMISSIONER HANSON 2nd the motion as soon as Carmen can define the differentiation for us
Motion Carried

CHIEF SNEVE'S REPORT

See attached

DEPUTY CHIEF MAINES'S REPORT

See attached

OLD BUSINESS

a. Administrative Supervision and Support Services Agreement - ACTION ITEM

CHAIRMAN MUNDT moved to approve as submitted. COMMISSIONER HANSON 2nd. **Motion Carried**

NEW BUSINESS

a. 2019 Meeting Calendar - ACTION ITEM

CHAIRMAN MUNDT moved to approve as submitted. COMMISSIONER HANSON 2nd. **Motion Carried**

PUBLIC INPUT

None

COMMISSIONERS COMMENTS AND/OR CORRESPONDENCE

None

ADJOURNMENT

CHAIRMAN MUNDT moved to adjourn the meeting; COMMISSIONER HANSON 2nd. **Motion carried 6:27 P.M.**

Respectfully Submitted,



District Secretary Carmen Saranto

Approved,



Chairman Larry Mundt

Approved,



Commissioner Dan Hanson

Management Agreement

Chiefs Report

December 2018

- Attended Banquet at the Club at Black Rock 12/1
- Discussed MOU with John Cafferty 12/12
- Signed a few Building Permit Apps and C/O's.
- Completed annual service to Apparatus 12/19

Next Month

- Work with John Cafferty to update water and sewer use agreement with Worley Highway District for your review.
- Have crews clean out shelving/organize the shop area.

Annual Service Complete

B252, B250, B255, T262, T260, E221

MKI Monthly Report

December, 2018

Deputy Chief Bob Maines

11/27

- Attended BOC Meeting

11/29

- Trained on Pumping
- Attended the BLS/QRU meeting at the systems office.

11/30

- Met with Chad and Brandon to work out coverage for Saturday night's Dinner to make sure we have a crew for responses.

12/3

- Check MKI QRU units to see if they had any I-Gels which they did not have yet, this information was be given to KCEMSS. The system will get some to place in these units.
- Had Chad send out a reminder to all EMT's that they have training tonight at Worley Fire for OM's.

12/4

- Live Fire Training. We completed the first of two live fire trainings that will be conducted this month. The month of January and February trainings will be again live fire but working on basement fires.

12/7

- Dropped off Worley's flatbed trailer so the guys can load the old metal and scraps on to the trailer and haul into CDA to Hern's Metal.

12/10

- Monday morning staff meeting with Chad and Brandon, went over any needs for the week also projects that need done during the week.

12/11

- Moved all the apparatus files to Worley Fire Station #1.
- Responded to 1 vehicle accident on Mica Kidd Island Rd.
- Talked with Nan Swendig she is turning in her gear and we placed her on two months leave after which time we will visit again to see if she can make the minimum requirements.

12/12

- Worked with Chad and Brandon on how to write reports in Fire Program.

- Having Chad verify all the radio badge numbers for the volunteers.
- Helped move MKI's large water tender to shop for annual service.

12/13

- Had the crew wrap the electronic box on the boat in back.
- Crew will start working on detailing all the units inside the cabs and do all the compartments take everything out and washing out compartment then place the equipment back into the compartment.

12/14

- Chad and I moved 261 back to the station after being serviced.

12/17

- Brandon and I dropped off Tender 260 to be serviced.

12/18

- Chad and I dropped off E221 to the shop for service.
- Live fire training.

12/19

- Get spare masks for SCBA's on the two engines.

Note: Termination letter have been sent to the following volunteers that were not participating in drills or responding to calls.

Nick Waites out of district volunteer

Aaron Humpherys out of district volunteer

Mike Weniger out of district volunteer, he has been sent two letters one registered and have not received a reply. I made contact with Doug and asked if he would contact Mike and have him give us a call so we can resolve his volunteer status. If we do not hear from him we will then contact the county SD to get help in contacting him and getting all the district property back.

Bryan Sexton out of district volunteer

Other volunteers have been sent letters to let them know that they need to contact the office or be taken of the volunteer roster.

Mason Wyman

Nan Swendig made contact with me last week and she was placed on two months leave after which time we will meet and see what the next step will be for her to continue being a volunteer or not.

We will continue working on the volunteers who are not responding or making calls.

ADMINISTRATIVE SUPERVISION AND SUPPORT SERVICES AGREEMENT

BETWEEN

WORLEY FIRE PROTECTION DISTRICT

AND

MICA KIDD ISLAND FIRE PROTECTION DISTRICT

THIS ADMINISTRATIVE SUPERVISION AND SUPPORT SERVICES AGREEMENT (“Agreement”) is made and entered into this **27** day of December, 2018 (“Effective Date”) by and between the Worley Fire Protection District, a Fire Protection District controlled by Idaho Code Section 31-1401, *et seq.* (hereinafter referred to as “WORLEY”) and the Mica Kidd Island Fire Protection District, a Fire Protection District controlled by Idaho Code Section 31-1401, *et seq.* (hereinafter referred to as “MICA KIDD ISLAND”). WORLEY and MICA KIDD ISLAND may be collectively referred to herein as the “parties” and individually referred to as a “party.” The promises and agreements of each being in consideration of the promises and agreements of the other.

WITNESSETH

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 31-1417, 31-1430 and 67-2332; and

WHEREAS, MICA KIDD ISLAND desires to contract for performance of fire department supervision and support services, a/k/a Fire Chief within the territorial boundaries of MICA KIDD ISLAND as said services are set forth in this Agreement and in **Exhibit A** attached hereto and incorporated herein by reference, said services shall not include the administrative, treasury and secretarial duties as defined by Idaho Code Section 31-1415; and

WHEREAS, WORLEY is willing and able to perform such fire department administrative supervision and support services as set forth in this Agreement and in **Exhibit A**; and

WHEREAS, MICA KIDD ISLAND and WORLEY agree that the intent of this Agreement is to maintain the current administrative and support service levels to the citizens and businesses of the Mica Kidd Island Fire Protection District:

NOW THEREFORE, the parties agree as follows:

1. Term: The term of this Agreement shall commence on the date it is signed by last party to the same and shall not exceed 365 (three hundred sixty-five) days from commencement, subject to the early termination provisions outlined in Section 5, “Termination.” This Agreement will not renew automatically. It is agreed that both parties will meet no less than 90 (ninety) days prior to expiration of the Agreement to discuss the renewal or revision of the Agreement, or allowing the Agreement to terminate.

2. Scope of Services:

A. WORLEY agrees to provide supervision and support services to MICA KIDD ISLAND consistent with the criteria mutually agreed to by both parties in **Exhibit A**. In providing these services WORLEY shall:

- 1) Provide administrative oversight of daily operations for MICA KIDD ISLAND, to include command staff response to incidents as deemed necessary by WORLEY staff, fire prevention services, and daily operational management. Services shall be provided in a manner that is in the best interest of MICA KIDD ISLAND; and
- 2) It is agreed that all employees of WORLEY shall remain employees of WORLEY for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that MICA KIDD ISLAND shall not be liable for compensation or indemnity to any of the employees of WORLEY for injuries or sickness arising out of the performance of any acts under this Agreement and WORLEY hereby agrees to indemnify and hold harmless MICA KIDD ISLAND from any liability of such a claim.
- 3) This agreement does not encompass the day to day administrative support functions or the secretary or treasurer duties as required by Idaho Code Section 31-1415.

B. MICA KIDD ISLAND agrees that WORLEY shall provide the services in **Exhibit A** in accordance with State and Federal laws.

C. WORLEY shall keep MICA KIDD ISLAND's Board of Commissioners informed of all new developments, issues, or concerns related to the efficient delivery of fire and EMS services of MICA KIDD ISLAND. WORLEY further agrees that if while performing services under sub-section A above, it encounters issues that will likely be of concern to MICA KIDD ISLAND, result in non-budgeted expense, or involve broad policy setting, it will promptly report the same to MICA KIDD ISLAND's Board of Commissioners for resolution. MICA KIDD ISLAND shall keep WORLEY informed of all new developments, issues, or concerns related to the efficient delivery of fire and EMS services within MICA KIDD ISLAND.

3. Compensation:

A. WORLEY and MICA KIDD ISLAND agree to a contract fee of \$45,000.00 per year. Payments shall be made in twelve (12) equal monthly installments of \$3750.00, due by the 5th day of each month. Payments received after thirty (30) days of due date shall include interest on the outstanding balance. Interest will be calculated at seven percent (7%) simple interest following the 30th day. WORLEY

shall have the right to terminate this Agreement sooner than provided for in this Agreement if MICA KIDD ISLAND does not make timely payments of its obligations hereunder to WORLEY.

- B. None of the provisions of this Agreement shall be construed to create in MICA KIDD ISLAND any right, interest, or ownership in any real or personal property of WORLEY during this Agreement.
- C. None of the provisions of this Agreement shall be construed to create in WORLEY any right, interest, or ownership in any real or personal property of MICA KIDD ISLAND during this Agreement.

4. Indemnification:

- A. WORLEY, to the extent permitted by law, agrees to indemnify and hold harmless MICA KIDD ISLAND, its officers, agents, employees and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from WORLEY's negligent acts or omissions which arise from WORLEY's performance of its obligations under this Agreement.
- B. MICA KIDD ISLAND, to the extent permitted by law, agrees to indemnify and hold harmless WORLEY and its officers, employees, agents and volunteers from any and all claims, actions, losses or damages and/or liability arising out of MICA KIDD ISLAND's negligent acts or omissions which arise from MICA KIDD ISLAND's performance of its obligations under this Agreement.
- C. In the event WORLEY and/or MICA KIDD ISLAND is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, WORLEY and/or MICA KIDD ISLAND shall indemnify the other to the extent of its comparative fault.
- D. All employees of each party will remain employees of that party. There is no joint employer relationship and both parties agree to maintain workers compensation insurance on their own employees throughout the term of this Agreement.

5. Termination: This Agreement may be terminated by either party with 30 (thirty) days written notice to the other party.

6. Discrimination: The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

7. Waiver of Breach: A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

8. Applicable Laws: At all times during the term of this Agreement, WORLEY and MICA KIDD ISLAND shall comply with all applicable laws, ordinances, rules and regulations of the State of Idaho, including all agencies and subdivisions thereof.

9. General Provisions: Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.

- A. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
- B. Time is of the essence of this Agreement. Neither WORLEY nor MICA KIDD ISLAND shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
- C. Unless otherwise specified in this Agreement, any action authorized or required to be taken by MICA KIDD ISLAND shall be taken by the MICA KIDD ISLAND Board of Commissioners or their designee in conformance with MICA KIDD ISLAND's policies.
- D. Unless otherwise specified in this Agreement, any action authorized or required to be taken by WORLEY shall be taken by the WORLEY Board of Commissioners or their designee in conformance with WORLEY's policies
- E. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

10. Notices: Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, hand delivered, or sent by registered or certified mail to:

MICA KIDD ISLAND: Mica Kidd Island Fire Protection District
6891 W. Kidd Island Road
Coeur d'Alene, ID 83 814

With a Copy to: John A. Cafferty
Hawley Troxell
250 N.W. Blvd., Suite 204
Coeur d'Alene, ID 83814

WORLEY: Worley Fire Protection District
31541 US-95
Worley, ID 83876

With a Copy to:

Charles B. Lempeis, Chtd.
Attorney at Law
1950 Bellerive Lane #110
Coeur d'Alene, ID 83814

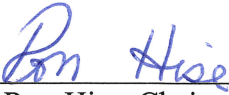
11. Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by both Parties.

12. Entire Agreement and Comprehension: This Agreement including all attachments shall constitute the entire agreement between the parties hereto, and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding upon either party hereto, unless expressly incorporated into this Agreement. The parties hereto further mutually covenant, agree and represent that the terms of this Agreement have been completely read by them and that the terms of this Agreement are fully understood, binding and voluntarily accepted by them.

13. Partial Invalidity: The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision in this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties hereto agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the parties subsequent to the expungement of the invalid provision.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the Effective Date first above written.

WORLEY FIRE PROTECTION DISTRICT

By: 
Ron Hise, Chairman

MICA KIDD ISLAND FIRE PROTECTION DISTRICT

By: 
Larry Mundt, Chairman

EXHIBIT A

Scope of Work

1. Nature and Scope:

Act as the Chief Officer, and be responsible for administrative and supervisory management, which encompasses planning, organizing, and directing the programs of MICA KIDD ISLAND under the direction of the MICA KIDD ISLAND Board.

The principal duties of this position are performed in a general office setting, Monday through Friday, between the hours of 08:00 to 17:00...

Oversee and assist in the maintenance and repair of the MICA KIDD ISLAND apparatus, equipment, and station, as well as assisting in the administration and coordination of MICA KIDD ISLAND. Work in harmony with other paid and volunteer personnel in carrying out their functions and tasks. Duties also include the general administrative responsibility of assisting in the planning, developing and implementation of the budgets, training programs, records/reporting systems and other important coordination and management functions as well as office clerical type work and performing/supervising apparatus, equipment, and stations checks.

Supervise both paid and volunteer staff and provide overall management and support in such areas as fire suppression activities, Emergency Medical Services, human resource functions, training activities, communications, and specialty teams, with considerable responsibility and discretion in the exercise of these duties.

2. WORLEY shall:

- a. Assist MICA KIDD ISLAND in the formulation and administration of the policies, rules and regulations, practices and procedures, governing personnel, and operations of MICA KIDD ISLAND. Orient and oversee the general direction of the apparatus, equipment, and station maintenance, ensuring continued compliance with established personnel policies, and assisting with planning and conducting training;
- b. Designate acting officers to act in the absence of other officers;
- c. Be responsible for the overall operations of apparatus and station maintenance programs, and Specialty Divisions;
- d. Conduct periodic visits in order to inspect personnel, equipment, apparatus, stations, and records and to see that directives, policy changes, and general information are being followed;
- e. Attend meetings with other fire departments/districts to discuss mutual aid concerns and/or procedures, as well as attends training conferences and seminars;
- f. Attend and participate in staff meetings, officer's meetings, training drills, and other meetings as reasonably requested by MICA KIDD ISLAND;

- g. Be responsible for other projects as reasonably requested by MICA KIDD ISLAND and may be involved in the master planning for MICA KIDD ISLAND in any facet of fire suppression, Emergency Medical Services, rescue, prevention, and/or training. Recommend District-wide goals and objectives and related budget functions as directed;
- h. Develop subordinate staff by assisting in training, issuing developmental work assignments, issuing discipline, assisting in professional development and orientation;
- i. Plan and directly administer, through subordinate personnel, the effective management of the maintenance programs of MICA KIDD ISLAND;
- j. Participate in the development and efficiency of the District-wide Policies and Procedures, Standard Operating Guidelines and ensures the subordinate officers administer the Policies and Guidelines. Ensures that procedures or policies comply with lawful mandates and adhere to pre-approved voluntary compliance standards;
- k. Promote continuous improvements in methods of administration by revising and developing work standards, implementing appropriate corrective action to resolve problems and ensuring compliance to various quality assurance programs;
- l. Maintain and enhance MICA KIDD ISLAND's public and employee relations efforts through contacts with civic organizations, businesses, residents; investigates and resolves complaints or concerns; attends meetings of professional, civic and service organizations as a representative of MICA KIDD ISLAND;
- m. Maintain cooperative working relationships with other public service entities to obtain solutions to problems and better-coordinated services;
- n. When necessary, perform duties of a Fire Ground Command Officer, including, but not limited to, Incident Command functions, Sector Officer, Aide to the Incident Commander or other fire ground duties of a Chief Officer;
- o. Supervise the servicing to maintain a fleet of various fire apparatus and equipment in top working order; and
- p. Oversee station maintenance.
- q. All services and actions shall be performed in accordance with applicable State, Federal and Local laws.