

AGENDA

CITY OF POCATELLO REGULAR CITY COUNCIL MEETING

OCTOBER 2, 2025 • 6:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

The meeting will be live-streamed at <https://streaming.pocatello.gov/> and available on Sparklight Cable channel 56

In accordance with the Americans with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe with two (2) business days' advance notice at sbeebe@pocatello.gov; [208-234-6248](tel:208-234-6248); or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

Any citizen who wishes to address the Council shall first be recognized by the Mayor, and shall then give their name for the record. If a citizen wishes to read documentation of any sort to the Council, they shall first seek permission from the Mayor. A three (3) minute time limitation is requested for Council presentations.

The purpose of the agenda is to assist the Council and interested citizens in the conduct of this public meeting. **Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings**

allow for public comment during the discussion/consideration process.

RECESS: In the event the meeting is still in progress at 7:30 p.m., the Mayor may call a ten-minute recess to allow Council members and participants a brief rest period.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Pastor Karl Pettit, representing First Baptist Church.

3. CONSENT AGENDA

The following business items may be approved by one motion and a vote. If any one member of the Council so desires, any matter listed can be moved to a separate agenda item. **(ACTION ITEM)**

(a) **MINUTES:** Council may wish to waive the oral reading of the minutes and approve the minutes from the Budget Development meeting of June 10, 2025; and Special City Council meeting of September 18, 2025.

(b) **MATERIAL CLAIMS:** Council may wish to approve the Material Claims for the period of September 16-30, 2025.

(c) **INVESTMENT AND AUDIT COMMITTEE APPOINTMENT:**
Council may wish to confirm the Mayor's appointment of Joel Phillips to serve as a member of the Investment and Audit Committee, replacing Benny Mah who resigned. Joel's term will begin October 3, 2025 and is non-expiring.

Documents:

AGENDA-ITEM-3.PDF

4. PROCLAMATIONS

5. CALENDAR REVIEW

Council may wish to take this opportunity to inform other Council members of upcoming meetings and events that should be called to their attention.

6. TAXICAB LICENSE DENIAL APPEAL - BLAKEY

Michael Blakey will be present to appeal the denial of a taxicab business and taxi driver license, which was denied by the Pocatello Police Department. **(ACTION ITEM)**

7. SURPLUS PROPERTY DISPOSAL - POLICE DEPARTMENT

Council may wish to approve disposal of one former Pocatello Regional Transit bus, which is inoperable, for scrap after it has been utilized for Police Department training purposes. The 2006 Opus Optima has been utilized by the Pocatello Police Department for Immediate Action team trainings and there are no further usable parts. Council may also wish to authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-7.PDF

8. INTERAGENCY AGREEMENT - STATE OF IDAHO MILITARY DIVISION AND POCATELLO FIRE DEPARTMENT

Council may wish to approve an updated Interagency Agreement between the State of Idaho Military Division and the Pocatello Fire Department, which establishes the Pocatello Fire Department as the Region 6 Idaho Hazardous Substance Emergency Response Team and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-8.PDF

9. FORE GOLF CONTRACT ADJUSTMENT - PARKS AND RECREATION DEPARTMENT

Council may wish to approve a contract adjustment for Fore Golf's Concessionaire Agreement for a one-time re-establishment of the allowable operating expense for the 2024 season in the amount of \$1,213,327. This adjustment will reset the allowable operating expense for the contract for the 2024-2028 seasons, approved in 2023, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

10. ITEMS FROM THE AUDIENCE

This time has been set aside to hear items from the audience not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

11. ADJOURN

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
 - Ten (10) minute time limit on applicant presentation.
 - Three (3) minute time limit on public testimony.
 - Names and addresses are required from those presenting/testifying.

- Questions/comments should be addressed to the Mayor and Council.
 - Council members must make their decision regarding the application on facts already in the record and information presented at the public hearing. Conflicts of interest, site visits and ex-parte contacts by Council members will be acknowledged.
 - Protocol requires that Council and audience be recognized by the Mayor prior to speaking.
2. Mayor opens hearing.
 3. Presentation by applicant.

Note: Remember, applicant bears the responsibility for making his/her case. This is also the time for Council members to ask their questions of the applicant.
 4. Presentation by staff.
 5. Written correspondence submitted for the record.
 6. Testimony by those supporting the application.
 7. Testimony by those uncommitted on the application.
 8. Testimony by opponents to the application.
 9. Rebuttal by the applicant.
 10. Mayor closes the hearing and initiates motion/deliberations.

Note: The Mayor may choose to require a motion prior to the discussion in order to focus deliberations, or, the Mayor may choose to allow deliberations prior to the motion in order to facilitate wording of the motion.
 11. Develop a written and reasoned statement supporting the decision.

**AGENDA ITEM NO. 1:
ROLL CALL**

Mayor Brian Blad called the City Council Work Session to order at 9:03 a.m. Council members present were Dakota Bates, Rick Cheatum, Linda Leeuwrik, Brent Nichols and Hayden Paulsen. Council member Corey Mangum was excused.

**AGENDA ITEM NO. 2:
FISCAL YEAR 2026 BUDGET DEVELOPMENT:**

Anne Nichols, Chief of Staff and Chantelle Macy, Budget Manager, reviewed budget updates and clarifications received since the June 10, 2025 meeting.

Council members discussed changes to revenue, expenditures, fee schedules, interfund transfers and use of reserve funds.

Council discussed the following items: Adjustments to interfund transfers for Street and GIS funds, and corrections made to balance accounts; Review of the final L-2 form figures provided by the state, resulting in an additional \$94,916 in projected revenue. Council agreed to follow the State's recommendations regarding revenue allocation; Discussion of property tax totals, available reserves and projected interest income of approximately \$4.99 million, based on conservative estimates of 4% average returns; Adjustments to departmental budgets, including Transit, Golf, Science and Environment, and Public Works funds; Consideration of water lease revenues and concerns about future water availability; use of reserves to balance the General Fund, including whether reserves should be used for one-time expenses versus ongoing operations; Significant discussion regarding the impact of rising health insurance costs and whether reserves should be used to offset the unanticipated \$1 million increase; Potential reductions to outside agency/community requests totaling \$31,500. After discussion, a majority of the Council supported the use of reserves rather than reducing agency allocations.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to direct staff to publish the tentative FY2026 budget, fee schedule and notice of intent to use 1% forgone balance and to publish the budget \$200,000 higher to account for pending annexation valuations, with the understanding adjustments will be made at a later date. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Cheatum and Nichols. Bates voted in opposition to the motion. The motion passed.

Mayor Blad called a recess at 10:27 a.m.

Mayor Blad reconvened the meeting at 10:44 a.m.

**AGENDA ITEM NO: 3:
PERSONNEL POLICY HANDBOOK UPDATES:**

Human Resources Department staff members were in attendance to present proposed changes to existing polies of the Personnel Policy Handbook. Official policy adoptions will be considered by the Council at a future Regular City Council meeting.

Heather Buchanan, Human Resources Director, presented the following proposed updates to the Personnel Policy Handbook: Shifting vacation rollover from calendar year to fiscal year to ease operational pressures during the holiday season. Council supported implementation beginning January 1, 2026; Updates to align with federal law, including the PUMP Act (lactation protections) and the Pregnant Workers Fairness Act; Establishing a policy for GPS use in City vehicles. Installation will be at the department's discretion and primarily used to increase efficiency and accountability; and Clarifications to the educational reimbursement program, limiting eligibility to degree-seeking coursework and consistent with IRS guidelines.

Council members expressed support for the proposed changes. Formal adoption would be considered at a future Regular City Council meeting.

**AGENDA ITEM NO. 4:
PROPOSED AMENDMENT TO THE AREA OF CITY IMPACT:**

Planning and Development Services staff members were in attendance to discuss and receive guidance from Council regarding proposed amendments to the Area of City Impact.

Brent McLane, Planning and Development Services Director, reviewed proposed amendments to the Area of City Impact (ACI) and displayed an associated map. He stated that Legislative changes now require cities and counties to update the ACIs every five (5) years. Mr. McLane added that the proposed revisions align with the City's Comprehensive Plan 2040, existing utility service areas and anticipated growth patterns. Adjustments include realigning boundaries to reflect property lines, excluding areas not likely to be served within five (5) years and incorporating the Bannock County Fairgrounds and Portneuf Wellness Complex.

Council members discussed the need to negotiate with Bannock County officials to adopt higher development standards in the ACI. They expressed general support for the proposed changes and directed staff to continue coordination with Bannock County.

**AGENDA ITEM NO. 5:
COUNCIL ADVISORY BOARD UPDATES:**

This time was set aside for the Mayor and Council members to give an update regarding recent advisory board activities.

Council member Paulsen reported that the Parks and Recreation Advisory Board did not meet. He noted that the SEICAA board does not meet during the summer months. He stated that he attended a CDBG training in Boise, which focused on new policies.

Council member Bates stated that the Library Board is focused on updating policies pertaining to allowable activities on Library property. He added that the Summer Reading Program had great participation, with over 1,300 participants. Use of online materials and e-books is rapidly growing. He reported that the Pocatello Arts Council (PAC) is sponsoring Montana Shakespeare in the Park performances July 28th and 29th for



the 32nd year and is one of the longest-running sponsors of the program. He added that the free presentations regularly draw 400-500 audience members and the public is invited to attend.

Mayor Blad announced that the Mayor's Youth Advisory Committee (MYAC) doesn't meet during the summer and would resume meetings in September.

Council member Nichols reported that there were no updates, as the Human Relations Advisory Committee (HRAC) meeting was canceled, and the Animal Shelter Advisory Board and the Investment and Audit Committee meet on a quarterly basis.

Council President Leeuwrik stated that there were no updates, as the Investment and Audit Committee and Pocatello Development Authority (PDA) meetings would be held in the upcoming weeks. She added that Historic Downtown Pocatello has discussed the topic of buildings which have been sold or leased and commercial spaces are fairly full and downtown summer activities have been well attended. She reported that Bannock Transportation Planning Organization has hired a new Executive Director, Devin Hillam, and that Mori Byington will stay on staff during the transition to the new leadership.

Council member Cheatum reported that the Airport Commission did not meet. The Senior Activity Center meal service continues to increase and a new kitchen manager has been hired. The Meals on Wheels program meals will begin service through the Senior Activity Center beginning August 1. There was a large public turnout to support the opening of Purce Park, located next to the Senior Activity Center.

Mayor Blad thanked the Council for their work and reminded citizens that the grand opening of the skate park would take place July 25th.

**AGENDA ITEM NO. 6:
ADJOURN**

There being no further business, Mayor Blad adjourned the meeting at 11:35

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

KONNI R. KENDELL, CITY CLERK





**CITY OF POCATELLO, IDAHO
CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
SEPTEMBER 18, 2025**

A Special Meeting of the City Council was called to order by Mayor Brian Blad at 4:05 p.m. in the Paradise Conference Room at City Hall. Council members in attendance were Dakota Bates, Rick Cheatum, Linda Leeuwrik and Hayden Paulsen. Council member Corey Mangum arrived at 4:07 p.m. Council member Brent Nichols was excused.

A motion was made by Mr. Bates, seconded by Mr. Paulsen, to convene into Executive Session as outlined in Idaho Code 74-206(1)(c) To acquire an interest in real property not owned by a public agency; and 74-206(1)(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. Upon roll call, those voting in favor were Bates, Paulsen, Cheatum and Leeuwrik.

In addition to the Mayor and Council members, the following staff members were in attendance: Jared Johnson, City Attorney; Anne Nichols, Chief of Staff; Ryan O'Hearn, Fire Chief; and Konni Kendell, City Clerk.

Mr. O'Hearn was excused from the meeting at 4:24 p.m. The following staff members joined the meeting at 4:24 p.m.: Brent McLane, Planning and Development Services Director; Tom Kirkman, Public Works Director; and Levi Adams, WPC Superintendent.

Council members discussed topics within the parameters of the above statutes.

There being no further business, Mayor Blad adjourned the meeting at 5:05 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

KONNI R. KENDELL, CITY CLERK

Executive Summary

Date: September 10, 2025
Request: Declare PRT training bus as surplus property
From: Corporal Eric Stapleton, Pocatello Police Department

The Pocatello Police Department requests Council to declare one former Pocatello Regional Transit bus, that is inoperable, as surplus and authorize the department to scrap said bus after it has been used for training purposes. The vehicle was transferred from PRT to the Police Department on or around August 18th, 2025.

The vehicle in question is a 2006 Opus Optima, VIN 1Z9B6BSS36W216363.

As the vehicle has no further usable parts, and has been further damaged during Pocatello Police Department Immediate Action Team training, we request that the vehicle be declared as surplus and authorized to be scrapped.

MEMORANDUM

TO: Mayor Blad and City Council

FROM: Jared Johnson, City Attorney 

DATE: September 23, 2025

RE: Surplus and Disposal of Bus – PPD

I have reviewed the documentation related to the proposed surplus and disposal of an unusable bus, formerly utilized by PRT. The bus was recently transferred to the Pocatello Police Department and used for training. I have no legal concerns with the request. Therefore, I would recommend that Council authorize the Mayor's signature on any documents related to this request.

Please contact me with any questions or concerns.



Finance Department
CITY OF POCATELLO

Capital Asset Information
New Transfer Form

Instructions: To be completed when an asset is **transferred to another department**.
Attach copies of appropriate documentation to the original signed form and forward to
the Finance Department Project Accountant. A copy of form is to be kept by the
transferring department and forwarded to said department.

Date: 8/12/2025

Department transferring asset: PRT

Department receiving asset: PPD

Asset number (if known): PTD 923

Year: 2006 Make: Opus Model: Optima

Department Tag #/Unit #: PTD 923

Serial #/ VIN #: 1Z9B6BSS36W216363

Original Acquisition Date: 6/18/2019 Negotiated Sales Price: \$0

(Finance will review for appropriateness)

From:

Authorized Department Signatures

Name: Skyler Beebe Title: Director

Signature: *Skyler Beebe* Date: 8/12/2025

To:

Authorized Department Signatures

Name: Eric Stapleton Title: Detective

Signature: *[Signature]* Date: 8/12/2025

Additional comments: _____

TO: MAYOR BLAD & CITY COUNCILMEMBERS
FROM: RYAN O'HEARN
SUBJECT: 2025 STATE HAZMAT AGREEMENT
DATE: OCTOBER 2, 2025
CC: KONNI KENDALL

The Idaho Fire Chiefs Association has worked with the Idaho Office of Emergency Management and the Governor's Office to secure additional funding for Idaho's Regional Response Teams. After that process the State has updated the Interagency Agreement. Pocatello has provided Hazmat Response for Region VI since the 1990's. Having the team in Pocatello is a benefit to our city as well as the region. The agreement outlines the process for The State to provide the team with capital equipment. The state also provides funding for non-capital equipment, materials, and training. There is additional support for other costs related to rostering a team. The State uses grants and other direct funding to support the Regional Teams. There are seven regional teams in Idaho.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: September 25, 2025
Re: 2025 Hazmat Interagency Agreement

I have reviewed to the above referenced Interagency Agreement and have no legal concerns with council authorizing the Mayor's signature.

INTERAGENCY AGREEMENT
TO ESTABLISH THE REGION ____ TYPE ____ IDAHO
HAZARDOUS SUBSTANCE EMERGENCY RESPONSE
TEAM
BY AND BETWEEN
THE STATE OF IDAHO MILITARY DIVISION
AND

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

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THIS AGREEMENT (the "Agreement") is entered into and effective _____, 202____, by and between and the State of Idaho Military Division, by and through the Idaho Office of Emergency Management (the "Military Division"); and the _____ a municipal corporation or a fire district organized under the laws of the State of Idaho (the "Host Agency"). The Military Division and Host Agency Service Provider and Client are each sometimes herein referred to as a "Party," and collectively as the "Parties."

RECITALS

A. The Parties have authority pursuant to Idaho Code § 67-2332 to enter into interagency contracts to perform any governmental service, activity or undertaking which the Parties are authorized by law to perform, including services, supplies, and capital equipment.

B. The Idaho Hazardous Substance Response Act, Idaho Code §§ 39-7101 through 39-7115 (the "Act"), grants specific authority for response to hazardous substance incidents.

C. Pursuant to Idaho Code § 39-7104(1), the Military Division has the responsibility of effectuating the purposes of the Act for the State of Idaho.

D. Idaho Code § 39-7104(1)(b) provides that the Military Division may establish and implement state emergency hazardous substance response teams that have appropriately trained personnel and necessary equipment to respond to hazardous substance incidents on a regional and/or statewide basis.

E. Host Agency has been designated pursuant to Idaho Code § 39-7105(2) to be the local emergency response authority to respond to hazardous substance incidents within its local jurisdiction and is further capable of planning for and responding to hazardous substance incidents within its regional jurisdiction and on a statewide basis.

F. The Parties desire to enter into this Agreement for the establishment of a state emergency response team that will primarily respond to hazardous substance incidents within its designated region and also on a statewide basis as required.

NOW, THEREFORE, in consideration of the foregoing recitals, purposes, and considerations, the Parties covenant and agree as follows:

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

Article 1 Definitions

As used herein, the following terms, phrases and words shall have the following designated meanings:

- 1.1 Active Roster** shall mean those members who have met all training, or are in training, and physical requirements to serve as a Hazardous Materials Technician on the Region ____ Response Team.
- 1.2 Emergency** shall mean the release or threat of release that threatens immediate harm to the environment or the health and safety of any individual and that requires immediate action for the containment or control of a hazardous or potentially hazardous substance to prevent, minimize or mitigate harm to the public health, safety or the environment which may result if action is not taken.
- 1.3 Equipment** shall mean all apparatus, equipment, tools, furnishings, supplies and other items of tangible personal property provided or funded by or through the Military Division necessary to support the Region ____ Response Team regardless of the per unit price of that item.
 - 1.3.1 Capital Equipment** shall mean all non-consumable apparatus, equipment, tools, furnishing and other items of tangible personal property provided or funded by or through the Military Division to support the Region ____ Response Team with a per unit price valued in excess of \$5,000 per item.
- 1.4 Fire Service Organization (FSO)** shall mean a governmental fire protection agency, fire protection district, or fire protection association established pursuant to Idaho Code § 50-309 or Idaho Code § 31-1401.
- 1.5 Hazardous Substance Incident** for purposes of this Agreement only shall mean an emergency circumstance or incident referenced within the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan and as defined in Idaho Code § 39-7103(2) requiring a response by the Region ____ Response Team to monitor, assess and evaluate a release or threat of a release of a hazardous or potentially hazardous substance. A hazardous substance Incident may require containment or confinement or both but does not include site cleanup or remediation efforts after the incident commander has determined the emergency has ended.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

- 1.6 Hazardous Substance** shall mean any hazardous substance, known or suspected, as defined in Idaho Code § 39-7103(3).
- 1.7 Joint Advisory Group** shall mean the advisory board established between the Idaho Fire Chiefs Association (IFCA) and the Military Division which is tasked with administrative oversight duties involving state emergency response teams.
- 1.8 Region ____** shall mean the area and communities that reside within the boundaries of District(s) ____ as identified in the Idaho Emergency Response Team Hazmat Operations Plan.
- 1.9 Region ____ Response Team** shall mean the state hazardous substance emergency response team created and implemented pursuant to this Agreement as authorized by Idaho Code 39-7104(1)(b).
- 1.10 Training** shall mean Region ____ Response Team's hazardous materials training that shall follow established standards for Hazardous Materials Technician Level in accordance with the objectives specified in the NFPA 470 Standards and 29 CFR, OSHA 1910.120, and 40 CFR EPA 311.
- 1.11 Type II Response Team** shall mean a state hazardous substance emergency response team with the capability to deploy eight (8) members including a team lead that has the capabilities to identify and deal with unknown and all hazardous substances.
- 1.12 Type IV Response Team** shall mean a state hazardous substance emergency response team with the capability to provide control measures, advanced reconnaissance, and subject matter expertise particularly in rural areas or communities with limited hazardous materials response capability.

Article 2 Term and Termination

2.1 Term

This Agreement shall be in effect for a period of thirty-six (36) months effective _____, 2025 through _____, 2028. It is the intent of the Parties that this Agreement shall be reviewed by the Parties prior to expiration of the term for purposes of determining whether to further renew (including any necessary changes) or terminate the Agreement at the conclusion of the term. Notwithstanding the foregoing, unless otherwise terminated prior to expiration of the term, this Agreement shall automatically renew for an additional thirty-six (36) month term.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

2.2 Termination

Either Party may terminate this Agreement with or without cause, by providing the other Party with one hundred eighty (180) days' prior written notice. If this Agreement is terminated, Host Agency shall have no right to further reimbursement pursuant to this Agreement.

Article 3 Obligations of the Parties

3.1 Establishment of Team

1. Host Agency shall establish and implement the Region ____ Response Team with the primary duty and responsibility to respond to hazardous substance incidents in Region ____ in accordance with the terms of this Agreement. The Region ____ Response Team shall be a Type ____ Response Team. The Region ____ Response Team shall respond to hazardous substance incidents on a statewide basis as required.

2. The Host Agency shall keep maintenance, repair, and inventory records for all equipment provided or funded by or through the Military Division, as well as maintain all training and competency records for the Region ____ Response Team. The Host Agency must notify the Military Division if at any time the Region ____ Response Team is unable to deploy due to lack of qualified members or mechanical failure of critical equipment.

3.2 Funding by Military Division

The Idaho Military Division shall provide the Host Agency with the necessary funding for equipment and training as defined by this Agreement to enable the Region ____ Response Team to respond individually or in concert to a designated hazardous substance incident. Notwithstanding the foregoing, the funding for equipment, training, and non-reimbursable costs provided will be based upon legislative appropriation and/or grant funds and is contingent upon legislative appropriation and / or the availability of grant funds.

3.3 Joint Advisory Group

The Parties agree to cooperate with the Joint Advisory Group per the Memorandum of Understanding between the Idaho Military Division and the Idaho Fire Chiefs Association.

3.4 Capital Equipment

Capital equipment shall be owned by the Host Agency. If either Party terminates this Agreement, possession and title to the capital equipment (including any replacement capital equipment) shall be transferred to the Military Division or its designee for program reallocation. The Parties acknowledge that, pursuant to separate agreement, the Military Division has or may be granted a lien on titled capital equipment provided or funded by or through the Military Division. With respect to the capital equipment, the Host Agency shall:

1. Be responsible for licensing and registration of the capital equipment (as applicable).
2. Maintain the capital equipment in good condition, ordinary wear and tear expected.
3. Be responsible for all maintenance and repairs.
4. Insure the capital equipment covering comprehensive fire, theft and collision.
5. Permit the Military Division to inspect the capital equipment at all reasonable times, upon prior notice to Host Agency.
6. Keep the capital equipment free from any liens and encumbrances, except for any lien of the Military Division.
7. Be responsible for any damage to the capital equipment caused by Host Agency's negligence or misuse of same.
8. Only use the capital equipment for training, hazardous substance incidents in its capacity as the Region ____ Response Team, or hazardous substance incident response within its own jurisdiction. At its discretion, the Military Division may grant Host Agency permission to use capital equipment for another purpose on a per-instance-basis.

3.5 Ownership of Non-Capital Equipment

Non-capital equipment, provided by or funded by or through the Military Division, shall be owned by the Host Agency. Non-capital equipment purchased by the Host Agency shall be owned by the Host Agency.

3.6 Reimbursement

Host Agency shall obtain reimbursement in accordance with this Agreement and the Act. Nothing in this Agreement, however, should be read as obligating the Military Division or the State of Idaho to provide reimbursement for responses to hazardous substance Incidents in excess of that permitted by the Act.

3.6.1 Reimbursement for Incident Deployment

In accordance with Idaho Code § 39-7109, Host Agency may request no later than sixty (60) days from the close of the hazardous substance incident's emergency phase, reimbursement for direct costs, including, without limitation: personnel and mileage reimbursement; post-exposure physicals to members of the Region ____ Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure or who develop signs or symptoms consistent with exposure to a hazardous substance; repairs of equipment; and replacement of equipment destroyed or rendered unusable, which are incurred as a direct result of response to any hazardous substance incident. With each reimbursement request, the Host Agency shall detail any equipment requiring replacement. Replacement of equipment shall be at the sole discretion of the Military Division and shall take place after the Military Division has determined that the condition of such equipment requires replacement, and that replacement was directly caused by a response to a hazardous substance incident. The Military Division shall seek reimbursement from the party responsible for the hazardous substance incident in the manner set forth in the Act. In cases in which timely payment is not received from a responsible party, the Military Division shall recommend reimbursement to the Board of Examiners as provided in Idaho Code § 39-7110. Payments received from the Board of Examiners shall be used to replace any equipment destroyed or rendered unusable.

3.6.2 Standard Reimbursement Methodology for Personnel

The reimbursement methodology described below for personnel related costs ensures uniform and fair compensation for deployed personnel and administrative processing while maintaining accountability and compliance with State of Idaho auditing requirements.

1. Personnel costs for State of Idaho requested and approved hazardous substance incident deployment of the Region ____ Response Team shall be reimbursed based on the following:

a. Deployed members shall be reimbursed based on their fully loaded hourly rate of pay.

b. In addition to the hourly rate, a ten percent (10%) hazard pay shall be applied to the base hourly rate for all hours while deployed.

c. If the deployment moves a member into an overtime status for the workweek (based on department policies), the reimbursement rate shall be one and one-half (1.5) times the fully loaded hourly rate plus the ten percent (10%) hazard pay per hour, for all hours deployed.

2. The timeframe for the personnel costs set forth in subsection 1 above that are eligible for reimbursement will be based on the following:

a. Reimbursement begins when the deployed members leave their station in response to the deployment request.

b. Reimbursement continues until the mission is complete, and the deployed members arrive back at their station.

c. An additional one (1) hour of reimbursement will be provided for cleanup and decontamination activities.

3. Administrative fees eligible for reimbursement will be based on the following:

a. The Host Agency may seek reimbursement for actual and documented administrative costs associated with preparation and submission of the reimbursement request, provided that such administrative costs shall in no event exceed than 10% of the total reimbursement request.

b. Administrative costs must be based on the fully loaded hourly rate of the individual responsible for completing the required reimbursement request.

4. Record-keeping and auditing requirements for cost reimbursement will be based on the following:

a. Host Agency will provide departmental pay policy applicable to the Region ____ Response Team to the Military Division by January 1 of each year.

b. All reimbursement requests must be supported by detailed timecards and associated records.

c. The Host Agency on behalf of the Region ____ Response Team must retain all reimbursement-related records for a period of three (3) years.

d. The Military Division reserves the right to audit reimbursement requests within this three (3) year period.

3.6.3 Reimbursement through Civil Action

The Host Agency may submit a request for reimbursement to the Military Division for costs associated with responding to an incident but not reimbursable by this Agreement under the provisions of chapter 71, of title 39, Idaho Code. Pursuant to the provisions of Idaho Code § 39-7112(4), the Attorney General's Office may, at the request of the Host Agency commence a civil action on the behalf of the Host Agency to recover expenses from the party responsible for the hazardous substance incident.

3.7 Training

3.7.1 Required Training The Military Division shall provide initial and annual refresher training in accordance with NFPA 472 and 29 C.F.R § 1910.120 to rostered members assigned to the Region ____ Response Team. Rostered members for purposes of this section shall be designated as Hazardous Materials Technicians, as defined in NFPA 472 and 29 C.F.R § 1910.120, or team members in training. The Host Agency shall be responsible for certifying the annual competency of its team members.

3.7.2 Training Records

Host Agency shall maintain training records for the Region ____ Response Team and provide documentation validating team and/or team member compliance to the Military Division no later than March 15th of each year.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

3.7.3 Training Drills and Exercises

Members of the Region ____ Response Team may participate in local and/or regional hazardous substance emergency drills and exercises upon request. Host Agency shall coordinate with the Military Division for requested local and/or regional training exercises. Requests may include operations and/or awareness level training for local first responders. The Region ____ Response Team shall also provide emergency response information as requested by local emergency planning committees.

3.7.4 Reimbursement for Training, Drills and Exercises

Host Agency may request funding on behalf of the Region ____ Response Team, for costs associated with initial and annual refresher training pre-approved by the Military Division. Additionally, the Host Agency may, on behalf of the Region ____ Idaho Emergency Response Team, request funding for pre-approved training drills, exercises, conferences and/or annual meetings necessary to maintain proficiency and effectiveness.

3.8 Medical Surveillance and Physical Examinations for Response Personnel

The Host Agency shall provide initial baseline and annual physicals for the rostered members of the Region ____ Response Team necessary to comply with standards established within NFPA 1582 and 29 CFR 1910.120 (f). Host Agency may request reimbursement from the Military Division for initial and annual required physical examinations completed by rostered members of the Region ____ Response Team that meet NFPA 1582 and 29 C.F.R § 1910.120. Maximum actual cost shall be no more than the allowable found in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency shall further provide post-exposure physicals to members of the Region ____ Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure limits or who develop signs or symptoms consistent with exposure to a hazardous substance. The Host Agency shall also provide post hazardous substance incident medical surveillance of members who are assigned to the Region ____ Response Team who were exposed to a hazardous substance during a hazardous substance incident.

3.9 Response Requirements

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
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1. The Region ____ Response Team will respond to a hazardous substance incident promptly with on-duty and/or off-duty Hazardous Materials Technicians. The Region ____ Response Team should have members responding with apparatus within 30 minutes from the time a response is authorized for a Level 2 or Level 3 hazardous substance incident (as defined in the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan), 90% of the time. Hazardous substance incidents requiring a full response (as defined below) will require a minimum of eight Hazardous Materials Technicians to be en-route within 60 minutes, 90% of the time. Team members in training may be counted toward a team response. The Region ____ Response Team may be requested to respond to hazardous substance incidents outside of Region _____. The Region ____ Response Team will cultivate and maintain effective relationships with other state emergency response teams, community partners, as well as local public safety and public health agencies to ensure collaboration before, during, and after a response. Type II Response Teams will be authorized to support Type IV Response Teams. Delayed responses will be reviewed by Joint Advisory Group. For purposes of this Agreement, a full response is a hazardous substances incident that would require filling all roles within an emergency response team to include:

Haz Mat Group Supervisor

Assistant Safety Officer

Research/Science Officer

Intervention Leader

Decontamination Leader

Decontamination Team*

Entry Team

Back Up Team

Rescue Team*

*(Rescue Team and Decontamination Team may be filled with mission specific operations personnel)

2. Hazardous substance incidents that exceed a single operational period will transition to industry standard work-to-rest standards.

3. The Host Agency, in the event of a local emergency or catastrophe, will be relieved from responding outside of its local jurisdiction limits as the Region ____

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

Response Team. In the event of such occurrence, the Host Agency must notify the Military Division as soon as possible.

3.10 Command Structure

When responding to a hazardous substance incident, members of the Region ____ Response Team will operate within the incident command structure and serve under the command of the incident commander.

3.11 Compensation and Reimbursement for Response Team Personnel

When responding to a hazardous substance incident, the Region ____ Response Team members shall be paid by their actual employer. Reimbursement shall be paid to the Host Agency, on behalf of the Region ____ Response Team, as set forth in Section 3.6. The Host Agency will be responsible for reimbursement to employers of rostered team members not part of the Host Agency's organization. For purposes of workers' compensation coverage, members rostered on the Region ____ Response Team responding to a hazardous substance incident in capacity as the Region ____ Response Team pursuant to this Agreement shall be acting as agents of the State of Idaho.

3.12 Personnel Requirements

Type II Response Teams shall maintain an active roster of no less than 10 and no more than 30 team members per team, trained to the Hazardous Materials Technician level. Type II Response Teams shall maintain an active roster of no less than 4 and no more than 10 members per team, trained to the Hazardous Materials Technician level. Additionally, the Region ____ Response Team must identify on their roster a Team Leader and Incident Safety Officer. A copy of this roster shall be provided electronically to the Military Division annually by the Host Agency no later than March 15th of each year. The Host Agency may fulfill this obligation to provide trained and rostered personnel by executing agreement(s) with other regional fire service or emergency services organizations to supplement the Region ____ Response Team. In the event two districts merge (for example, District 3 and District 4), the personnel requirements above shall double to ensure adequate response for simultaneous hazardous materials incidents.

Article 4 General Provisions

4.1 Entire Agreement

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

This Agreement constitutes and contains the entire agreement of the Parties and supersedes and merges all other prior understandings or agreements between the Parties, if any, whether oral or written.

4.2 Performance

If a Party fails to exercise any rights or to insist that the other Party comply with any obligations, no such failure or insistence shall be a waiver of a right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties which varies from the terms of this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such a default affect or impair the rights of that Party as to such default or any subsequent default. All waivers of any duty or obligation by a Party must be expressed and evidenced in writing.

4.3 Severability

In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

4.4 Additional Agreements

In the spirit of the Act, the Parties hereto agree to execute any other documents reasonably necessary to perform the intentions of this Agreement.

4.5 Dispute Resolution

If the Parties cannot reach an agreement and resolution of a dispute stemming from or about this Agreement, the Parties shall submit the issue to the Joint Advisory Group for resolution. The Joint Advisory Group may use a mediator mutually agreed upon by the Parties or, if no agreement can be reached concerning a mutually acceptable mediator, the Parties shall obtain a list of qualified mediators from the Clerk of the Idaho Supreme Court and each Party shall alternatively strike one name from the list until such time that the Parties either agree or there is only one name remaining, in which case that person will be the mediator for the Parties.

4.6 Attorney Fees

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
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In the event of any litigation commenced as a result of this Agreement, actions arising from any of the acts to be performed hereunder, or the alleged breach of this Agreement, the prevailing Party shall recover its costs and reasonable attorney fees.

4.7 Choice of Law/Venue

This Agreement shall be governed and interpreted by the laws of the State of Idaho. Venue for any proceeding related to this Agreement shall in Boise, Ada County Idaho, unless otherwise agreed to by the Parties.

4.8 Assignment and Subcontracting

Neither Party shall assign or transfer any interest or service or enter into any subcontracts for services included within this Agreement, without the prior written consent of the other Party.

4.9 Amendments, Alterations, and Modifications of this Agreement

No amendment, alteration, modification of this Agreement shall be effective unless made in writing and duly executed by both Parties hereto.

4.10 Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, and acts in compliance with or required by any applicable law or regulation.

4.11 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties hereto. Except as described herein, it shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No other person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of the Parties.

4.12 Liability

Each Party to this Agreement shall be responsible for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho Law, except as otherwise specified within this Agreement. As public agencies, each Party recognizes that regardless of whether or not insurance is procured, or self-insurance is

4.13 Notice

If to the Military Division: State of Idaho Military Division
Office of Emergency Management
4040 W. Guard St.
Boise, ID 83705

4.14 Non-appropriations

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federal grants. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the Military Division or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature and/or award of federal funds as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds, as may exist from time to time. The Military Division reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, (i) the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Military Division to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the Military Division discontinues or makes a material alteration of the program under which funds were provided, and/or (ii) if any applicable federal agency or entity, withdraws or freezes applicable federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds as may be required to continue payments under the Agreement. The Military Division shall not be required to transfer funds between accounts if funds are reduced or unavailable. Further, in the event of any such termination, the Military Division shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

4.15.2 Host Agency

Should the Host Agency's income or revenue become not available due to lack of appropriation, Host Agency may terminate this Agreement upon ninety (90) days' prior written notice to the Military Division (an "Event of Non-Appropriation"). In the event of termination upon ninety (90) days' notice, this Agreement shall terminate without penalty or expense to Host Agency, and Host Agency shall not be obligated to pay any further amounts, except that all amounts charged during the period this Agreement was in effect shall be paid as provided herein. Nothing in this Agreement is intended, nor shall anything be constructed or construed, to be an indebtedness or liability in violation of Article VIII, section 3 of the Idaho Constitution.

4.16 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have herein executed this Agreement and made it effective as hereinabove provided.

HOST AGENCY:

Printed Name _____

Signature _____

Title _____

Date _____

Elected Official's Name and Title

Printed Name _____

Signature _____

Title _____

Date _____

MILITARY DIVISION:

Printed Name _____

Signature _____

Title _____

Date _____

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

Agenda Item #9

Date: 9/23/2025

To: Mayor Blad & City Council Members

From: Anne Butler, Parks & Recreation Director

RE: Fore Golf Allowable Operating Expense Adjustment Request

In 2019, Fore Golf and the City of Pocatello entered into a 5-year concessionaire agreement to run the operations and maintenance of both Highland and Riverside Golf Courses. The agreement was discussed in 2019 as a new “market based” agreement where operational expenses were capped or controlled based on the Western Consumer Price Index (CPI). The CPI number traditionally has averaged between 2% to 3%, and increased during covid years to 7.10% and 6.20%. An additional 5-year renewal went to the City Council in early spring 2023, both concessionaire agreements held all terms of the agreement equivalent.

While I believe the intent of the contract negotiated in good faith was to provide solid revenue opportunities for both the City of Pocatello and Fore Golf while reasonably controlling expenditures, it’s my opinion that an adjustment for FY24 is needed to ensure a solid contract through 2028. Let me explain why I believe this one-time adjustment is necessary:

- **Staff Retention**
The difficulty attracting and retaining qualified staff necessitated a higher wage than was required pre-covid. This is not a golf industry issue, we’ve seen this locally and nationally.
- **Increases in Cost of Goods and Services**
Fore Golf is seeing an increase in cost of supplies needed at a rate of roughly \$30,000 per year. The quantity of those supplies has stayed the same. Again, this is not a golf industry issue, we’ve seen this to be a problem both locally and nationally.
- **Increases in Maintenance and Repair Costs**
Increases in services for maintenance and repair have also increased exponentially. These numbers jumped drastically during covid but have never come down.

In 2019, Fore Golf's actual expenses were far less than their allowable amount was, creating a credit of \$83,763. This credit has allowed them to balance expenses from 2020-2023 as they whittled down at the credit from 2019. I believe this initial credit made previous staff believe the new system would not only work but work quite well, not knowing how volatile the future market would become. No readjustment of the allowable operating expense number was made as it likely should have in 2023 when Fore Golf renewed their contract for 2024 as the previous P&R Director had vacated the position and the City was in the process of hiring another.

Conclusion

It is respectfully requested that the City Council approve a one-time re-establishment of the allowable operating expense for the 2024 season to the amount of \$1,231,327. All other terms and conditions of the Golf Concessionaire Agreement will remain in force throughout the remainder of the agreement period ending December 31, 2028.