



Lewiston City Council
AMENDED 7/30/2025
WORK SESSION AGENDA
August 4, 2025 - 3:00 PM
Lewiston Bell Building – Second Floor Conference Room – 215 D Street
Lewiston, Idaho 83501

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for individuals wishing to comment on agenda items or other matters they wish to bring to the Council's attention, excluding those scheduled for a public hearing. As there may not be another opportunity to comment once an agenda item is addressed, individuals are encouraged to speak at this time. Individuals are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, commentary is limited to three (3) minutes.

IV. DISCUSSION ITEMS

Please note that identifying an item as an "Action Item" does not require the City Council to vote on that item.

A. MAIN STREET BOND UPDATE AND COUNCIL DIRECTION: Presentation of Main Street bond survey results followed by a discussion to obtain Council direction on potential next steps - Action Item (Public Works Director Johnson)

B. ADVISORY BOARD AND COMMISSION APPOINTMENTS

1. DISABILITY ADVISORY COMMISSION: Considering appointing Jolene Cliffe to a three (3) year term on the Disability Advisory Commission - Action Item

C. RESOLUTION 2025-25: Reconsidering approving a Cooperative Agreement for Mutual Assistance between the City of Lewiston and the State Forester, Idaho Department of Lands, State of Idaho; and authorizing the Mayor to sign the agreement - Action Item (Fire Chief Rightmier)

D. 2025 ELECTION PROCESS: Brief overview of the 2025 election process, including key deadlines, candidate filing requirements, and the City Clerk's role in the election process (City Clerk Brocke)

E. FIRST READING OF ORDINANCE 4953: Considering amending Sections 2-12(a) and 2-22(a) of the Lewiston City Code regarding the Mayor and City Councilors' compensation - Action Item

V. UNFINISHED AND NEW BUSINESS

- A. CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.
- B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES**
- C. MAYOR COMMENTS**
- D. AGENDA TOPICS:** - Action Item

VI. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.



Memo

Prepared For: Lewiston City Council
Mayor Dan Johnson

Prepared By: Dustin Johnson, Public Works Director

Date: July 25, 2025

Subject: Main Street Bond Update – August 4, 2025 Update

On May 20th, 2025 the citizens of Lewiston voted on a \$25 million general obligation (GO) bond intended for critical infrastructure improvements in downtown Lewiston. The driver behind the bond was to replace aging underground pipes such as water, wastewater, and stormwater. Additionally, a portion of the bond went toward reconstructing Main Street and the other neighboring streets impacted by the pipe replacement.

The bond measure failed to meet the necessary 66.6% threshold to pass. In the end the measure received 1,968 votes (61.91%) in favor versus 1,211 votes (38.09%) against. After the vote, the City of Lewiston sent out a survey to find out more about why the citizen of Lewiston either supported or did not support the bond measure. The survey was open to the public from May 28th to June 30th. Overall there were 474 responses received. A summary of the survey results is included with this memo. At the August 4th work session representatives from Clearwater Financial will provide a brief presentation on the findings of the survey.

The survey results generally provided good insight in to how the community felt about the bond. Overall it appeared that for those who voted against it there was confusion in the ballot language, dislike for the potential to include roundabouts, and general distrust in the City. For those who supported the measure it appeared they liked the concept of a single larger project, thought the project was necessary, and understood the funding method.

Since the election and the survey City staff has continued working on ways to address the needs of the aged infrastructure and find a funding method that would garner enough public support. One possible partner that the City has had conversations with is the Idaho Transportation Department (ITD). ITD controls some of the right of way in the downtown. The section of D Street that connects the Bypass to 1st Street, then 1st Street from D to Main, and then Main Street from 1st Street to the Washington State line is ITD right of way of.

During the preliminary design phase ITD expressed concern over the use of roundabouts. Roundabouts are typically not constructed within ITD right of way. As conversations developed after the election, they expressed interest in working with the City on this project. At this time ITD is willing to commit to financially participate in the transportation improvements within their right of way. The actual impact to the overall project cost cannot be accurately forecasted at this time, but early estimates are in the range of \$4 to \$6 million. ITD has stated the project will need to be further vetted by their engineers for an intersection design that meets their needs and standards. Additionally, ITD will need to program the project into their future capital budget.

City staff is bringing this to the City Council at this time to share the results of the survey and to get direction as to how to proceed. With the partnership with ITD, a reduced GO bond in the neighborhood of \$20 million could be run this November. In order to meet the deadline to get on the November ballot the City would need to adopt the ballot language in August. If council is supportive of bringing the bond back to the voters this fall, staff will have the resolution for the bond language on the August 11th city council meeting for their consideration.

If council is not supportive of putting the bond on the ballot this fall, staff will continue to work with ITD to further refine the design of the project. Staff would keep the council updated on progress made on the project in the possibility of putting the bond on a future ballot in 2026 or beyond.

At the August 4th work session the City Council should be prepared to provide feedback on the following:

- Are there any questions, concerns, or comments regarding the results of the public survey regarding the May 2025 Main Street Bond?
- Does the council have any specific input on the Main Street project or how the Main Street Bond was presented to the public?
- Does the council support putting the updated Main Street project back on the ballot this November for a public vote?



CITY OF LEWISTON

May 2025 Post-Election Survey Results

Listen, Learn, Adjust

Survey Results
May 28 - June 30, 2025

Total Responses: 474



Christine Stoll | VP Client Experience and Growth

MAY 2025 POST-ELECTION SURVEY

Survey Overview



Purpose of Survey

- **Conduct a public survey to help gain insight into the thoughts of voters in the May 2025 election regarding the Main Street Project Bond measure. Specifically to:**
 - Identify voters' reasons for supporting or not supporting the bond measure
 - Assess communication efforts

Implementation

- **The survey was launched on May 28, 2025 and remained opened through June 30, 2025.**
 - It was shared via social media and email
 - The survey collected **474 total responses**.

OUTREACH

Press Release

FOR IMMEDIATE RELEASE

Lewiston Seeks Input After Infrastructure Bond Falls 154 Votes Short

Lewiston, Idaho — May 28, 2025 – Following the recent outcome of its [proposed \\$25 million bond](#), the City of Lewiston is seeking community feedback to understand the reasons for the bond measure not passing and to inform future infrastructure planning. The bond measure required support from at least 66.67% of voters. The result was 61.82% in favor, which was 154 votes short of the required threshold.

A [community survey](#) has been created to gather feedback from Lewiston residents and business owners. Community members are encouraged to provide feedback regardless of whether they participated in the election. The City is reliant on Lewiston residents and the crucial feedback they can provide through this survey. The survey can be accessed from <https://survey.zohopublic.com/zs/T7MLQb>.

"The City's job now is to better understand the perspectives of our voters as we move forward in addressing the city's infrastructure needs," said Mayor Dan Johnson. "This feedback will help us assess the community's understanding of the project, priorities and explore solutions for funding necessary improvements."

The proposed \$25 million bond was intended to fund significant improvements and upgrades to the City's aging water, sewer and stormwater underground infrastructure. The City understands the importance of reliable infrastructure for the health and safety of the community and remains committed to finding viable solutions.

Your Voice Matters

Help shape Lewiston's future by sharing your input on the City's infrastructure needs. The survey is open until **June 30, 2025** — make your voice heard today!

[Learn more about the Lewiston Main Street](#)

[Take the Community Survey](#)



#

About the City of Lewiston:

The City of Lewiston is in north central Idaho. Incorporated in 1861, Lewiston was Idaho's original territorial capital and remains rich in history, natural beauty, and

OUTREACH

Social Posts

City of Lewiston, Idaho
June 4 · 🌐

LEWISTON SEEKS INPUT AFTER INFRASTRUCTURE BOND FALLS 154 VOTES SHORT ... See more

INFRASTRUCTURE SERVING EVERYONE

YOUR INPUT NEEDED
MAIN STREET BOND POST-ELECTION SURVEY

The City of Lewiston seeks input after the infrastructure bond falls 154 votes short. **Take our brief survey to help inform future infrastructure planning.**




<https://bit.ly/LewistonPost-Election>

Main Street Project 2025

City of Lewiston, Idaho
June 17 at 1:28 PM · 🌐

Have you taken the survey yet? It closes June 30th!

INFRASTRUCTURE SERVING EVERYONE

YOUR INPUT NEEDED
MAIN STREET BOND POST-ELECTION SURVEY

The City of Lewiston seeks input after the infrastructure bond falls 154 votes short. **Take our brief survey to help inform future infrastructure planning.**




<https://bit.ly/LewistonPost-Election>

Main Street Project 2025

City of Lewiston, Idaho
June 30 at 12:28 PM · 🌐

LAST CHANCE - COMMUNITY SURVEY CLOSES TODAY!

Following the recent outcome of its proposed \$25 million infrastructure bond, the City of Lewiston is seeking feedback from residents and business owners to better understand the reasons the measure did not pass—and to help inform future infrastructure planning. The community survey closes today, June 30, 2025, so don't miss your chance to weigh in!

🔵 What Happened?
The bond required support from at least 66.67% of voters to pass. While 61.82% voted in favor, the measure fell short by just 154 votes.

🔵 Why Your Feedback Matters
A short community survey has been created to gather input from Lewiston residents and business owners. Whether or not you voted, your voice is valuable. The City depends on this community-driven feedback to guide future efforts.

Take the survey here: <https://survey.zohopublic.com/zs/T7MLQb>

"The City's job now is to better understand the perspectives of our voters as we move forward in addressing the City's infrastructure needs," said Mayor Dan Johnson. "This feedback will help us assess the community's understanding of the project, priorities, and explore solutions for funding necessary improvements."

💧 What Was the Bond For?
The proposed \$25 million bond aimed to fund critical improvements to Lewiston's aging water, sewer, and stormwater infrastructure—systems essential to protecting public health and safety. Though the bond did not pass, the City remains committed to finding viable solutions to meet these long-term needs.

🗣️ Make Your Voice Heard
Take a few minutes today to share your thoughts and help shape the future of Lewiston's infrastructure.

Take the Survey: <https://survey.zohopublic.com/zs/T7MLQb>

Learn More About the Main Street Project: <https://www.cityoflewiston.org/.../Lewiston-Main-Street...>



**LAST DAY!
LAST DAY!
LAST DAY!**

PLEASE TAKE THE SURVEY!

KEY TAKEAWAYS

Items for Consideration

- **65.79%** of respondents participated in the May 2025 election
 - Of those, **41.95% supported** the bond measure and **58.05% did not support**
 - The official election results saw **61.82% approval**, meaning the survey results are more skewed towards those who did not support the bond measure
- Survey results and comments indicate a need for **more education and clarity** regarding:
 - How current fund sources will be used to pay the debt service
 - Tax impact statement
 - Beautification plans, how roads will be changed, and why these are included in project
 - General information about City's finances

KEY TAKEAWAYS

Items for Consideration

- For those who **supported** the bond measure, the main reasons for their support:
 - The information that I received showed that the **project was needed** to ensure ongoing safe and efficient infrastructure in Lewiston.
 - I wanted **one project** that would have reduced costs, alleviated construction repetitions and minimized disruptions.
 - I understood that the City would use **existing funds to pay** the bond payments and that my **taxes would not increase**.
- For those who **did not support** the bond measure, The main reasons for voting no:
 - I felt informed but **did not trust the City** was being honest about its ability to not raise levy or tax rates.
 - I didn't want my **property taxes** to increase.

KEY TAKEAWAYS

- **Outreach efforts**
 - **78.12%** of respondents indicated they had seen communications regarding the bond measure
 - Of those who indicated they DID receive communications about the bond measure
 - **44.63%** indicated they **voted yes** for the bond
 - **55.37%** indicated they **voted no**
 - Of those who indicated they DID NOT receive communications
 - **30.91%** indicated they **voted yes**
 - **69.09%** indicated they **voted no**



SURVEY QUESTIONS & DATA

Addendum A.

The information presented on the following slides indicate:

- Each question asked
- The number of community members who responded to each each question
- The average score for each question, when applicable

The rating scale for questions measuring support levels was 0-4:

- 0 = Very Unsupportive; 1 = Unsupportive; 2 = Neutral; 3 = Supportive; 4 = Very Supportive

LEWISTON POST-ELECTION SURVEY



City of Lewiston Post-Election Survey

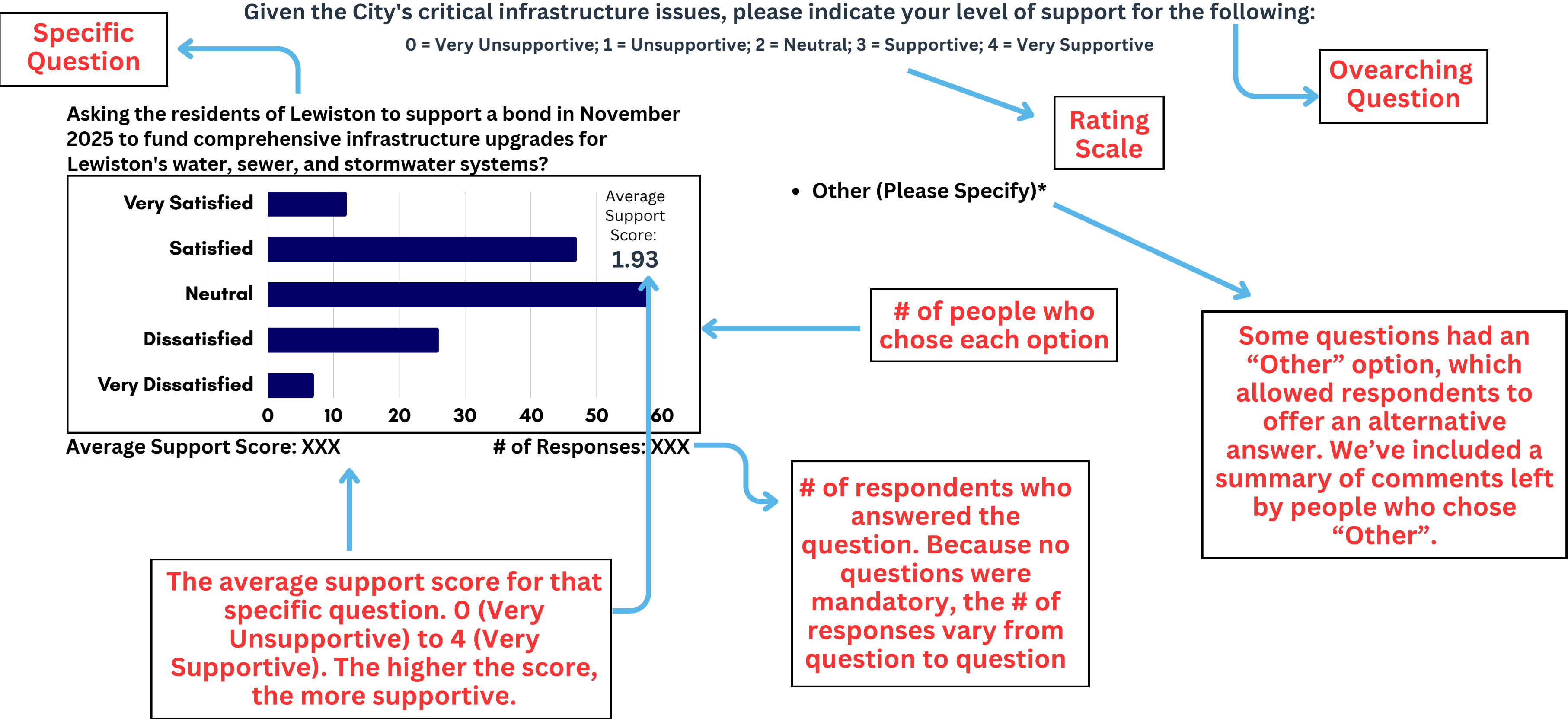
May 2025 Post Election Survey: \$25 million Bond Measure to Fund Comprehensive Infrastructure Upgrades for Lewiston's Water, Sewer, and Stormwater Systems.

- **The bond required support from at least 66.67% of voters.**
- **The final result was 61.82% in favor, which was short of the required threshold.**

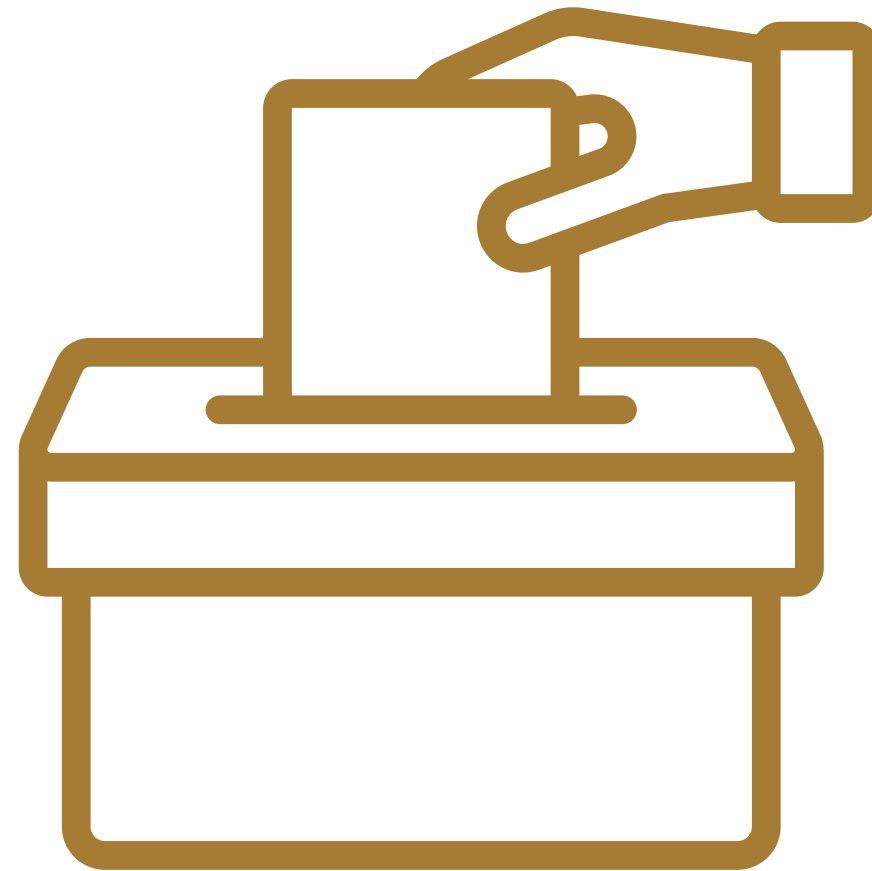
Your input is invaluable and will contribute significantly to shaping the future strategies and priorities of the City of Lewiston. Thank you for taking the time to share your thoughts with us.

[Begin Survey](#)

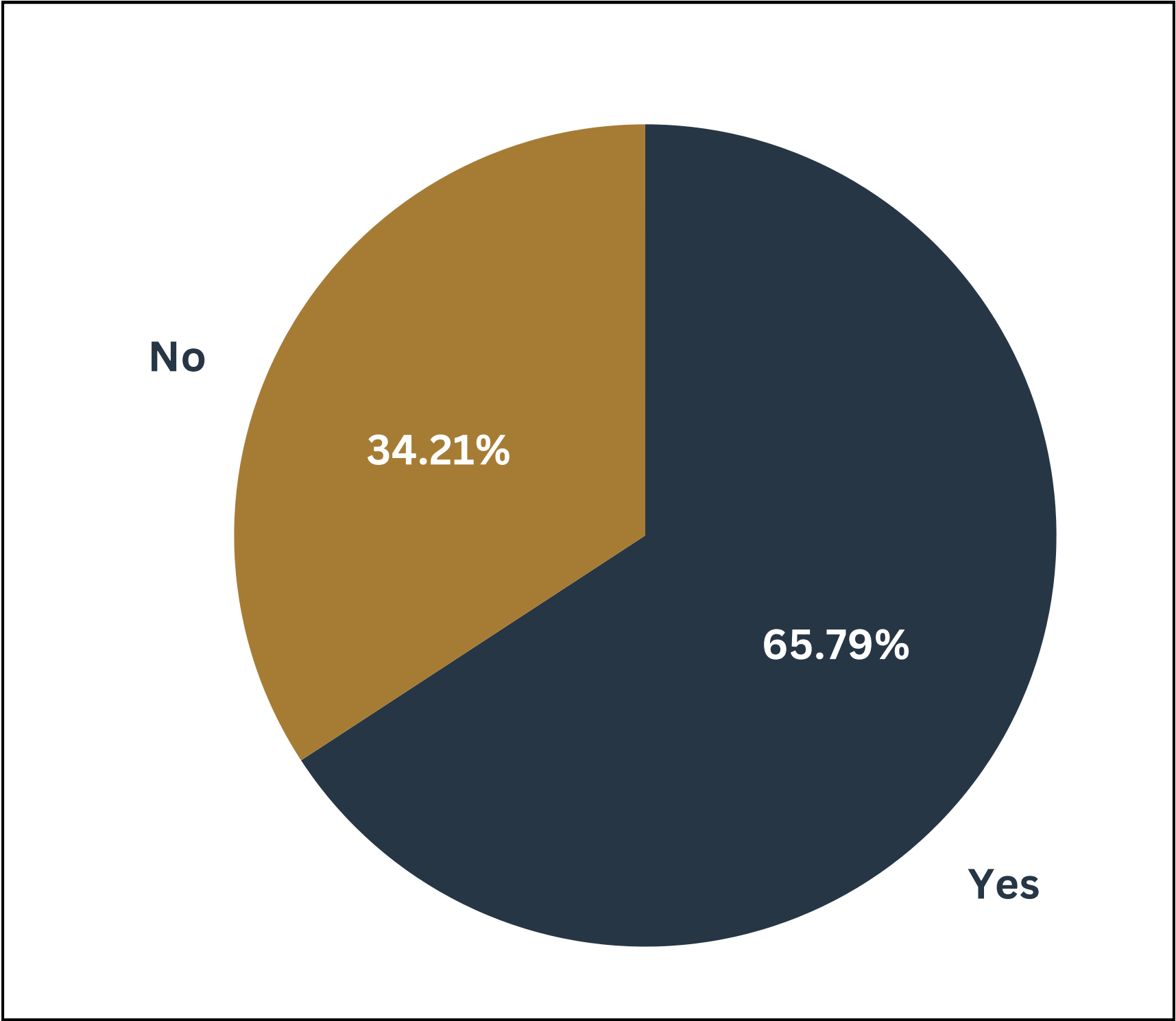
HOW TO READ THIS SURVEY REPORT



MAY 2025 ELECTION PARTICIPATION

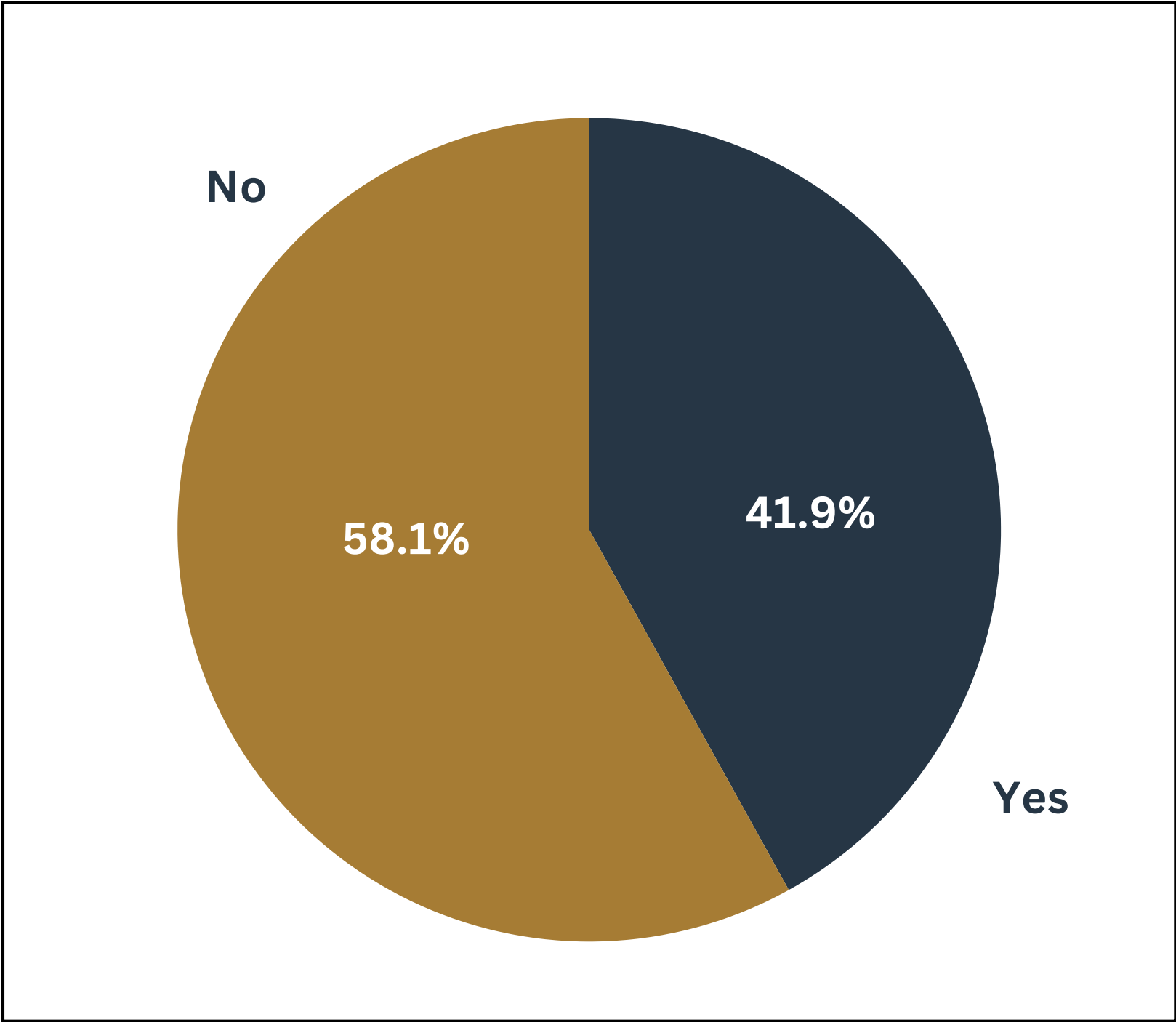


Did you participate in the May 2025 election?



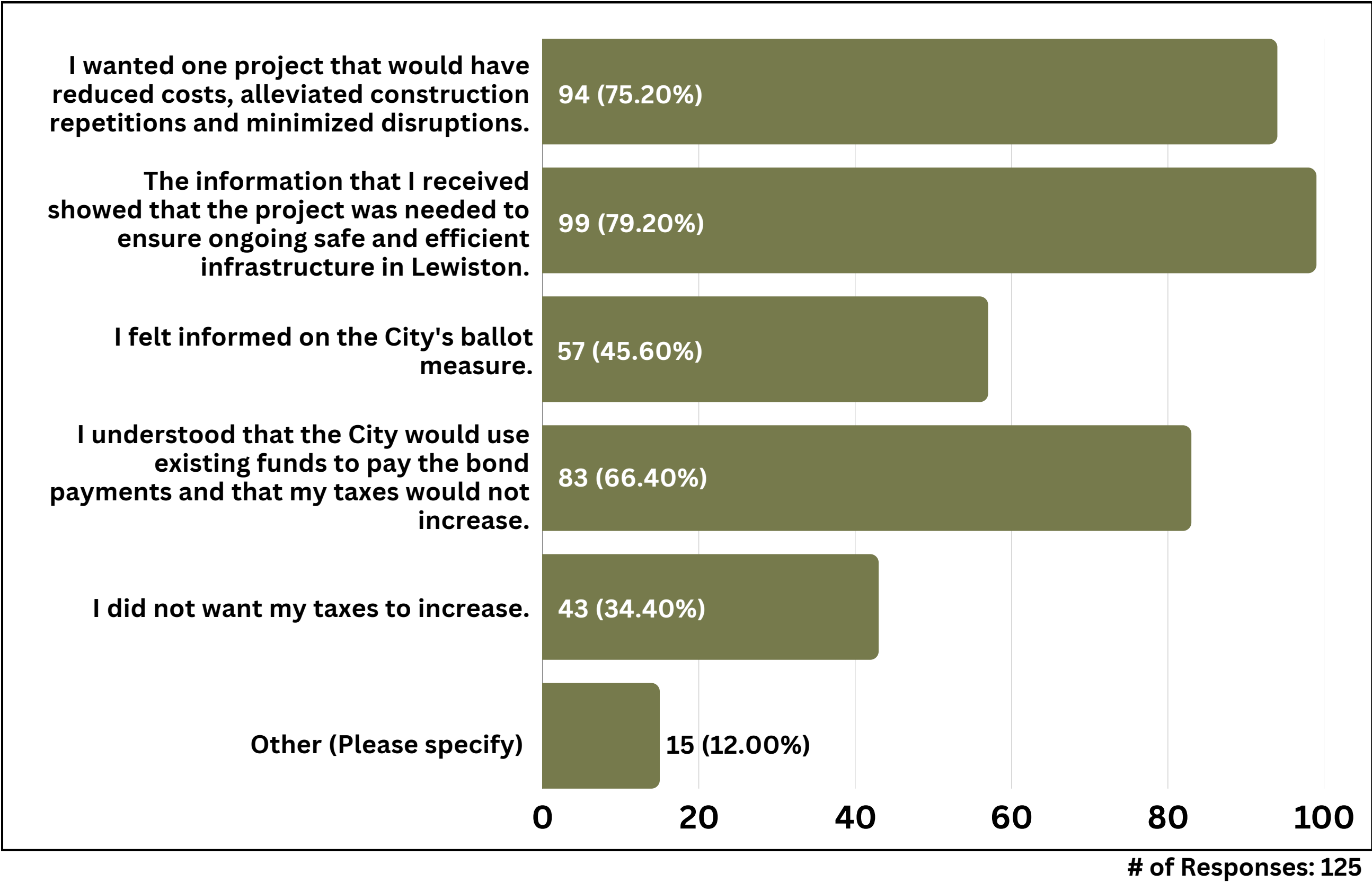
of Responses: 456

Did you support the \$25 million bond measure to fund comprehensive infrastructure upgrades for Lewiston's water, sewer, and stormwater systems?

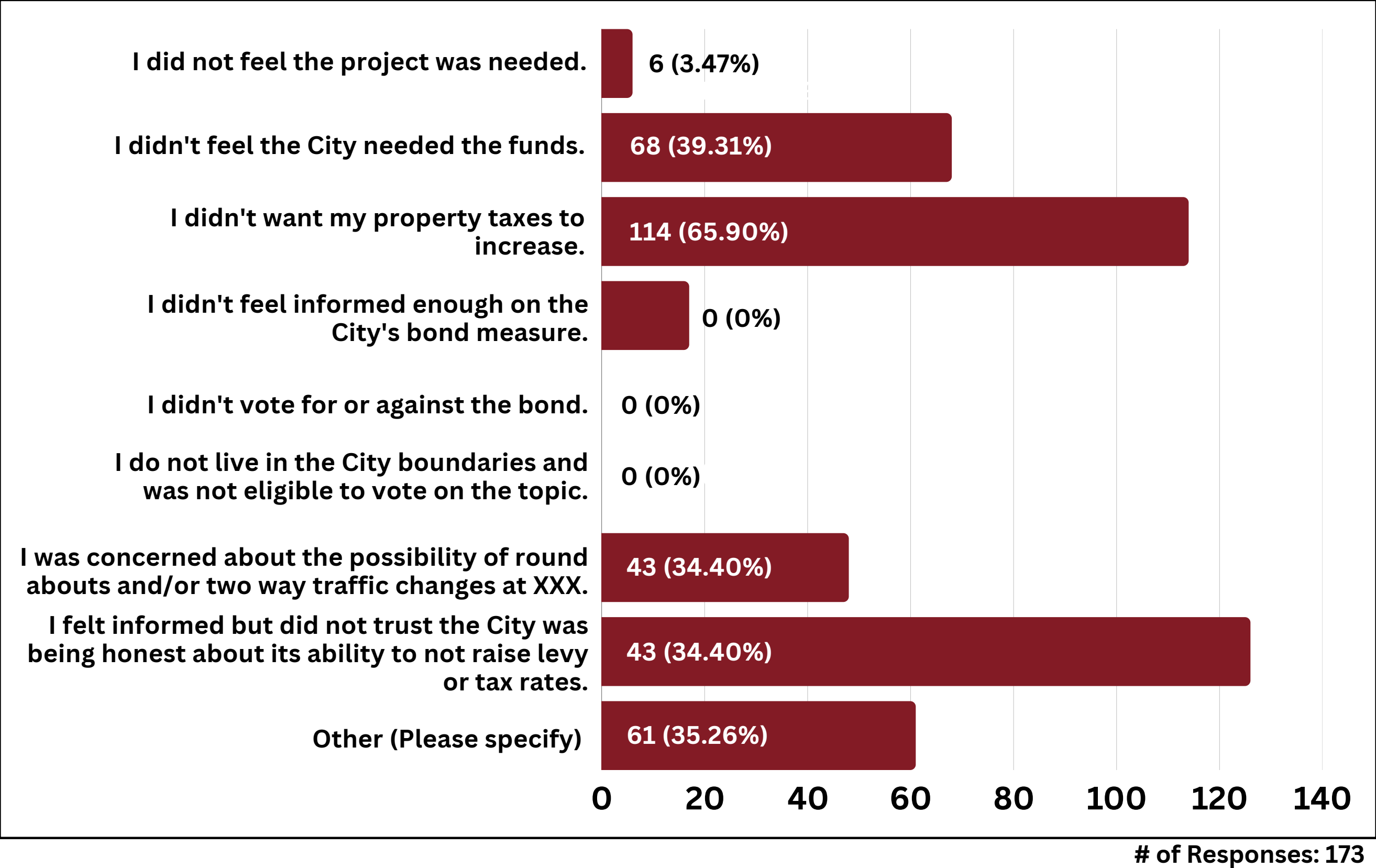


of Responses: 298

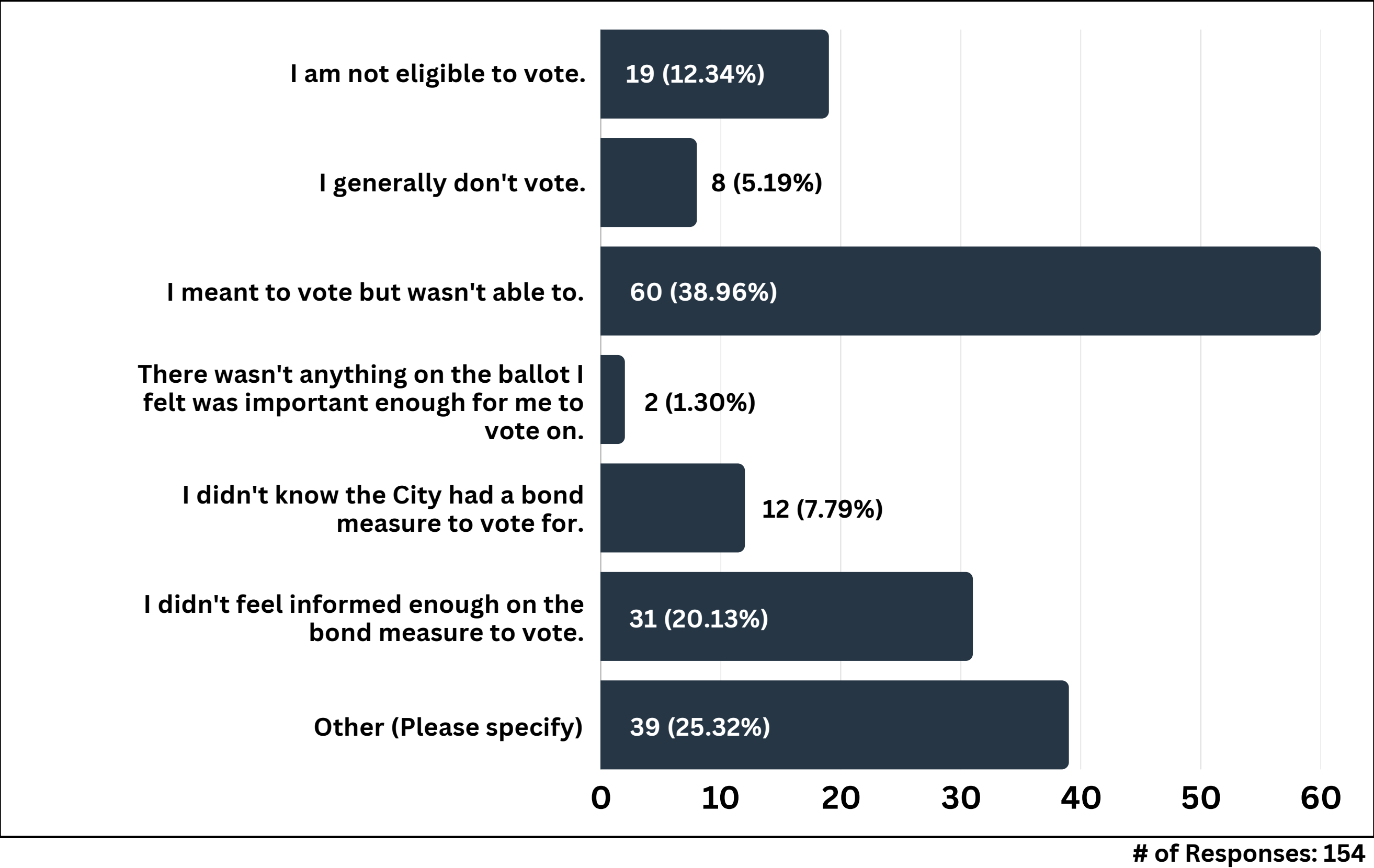
Thank you for **SUPPORTING** the bond measure. Please indicate what influenced your decision? (Choose all that apply.)



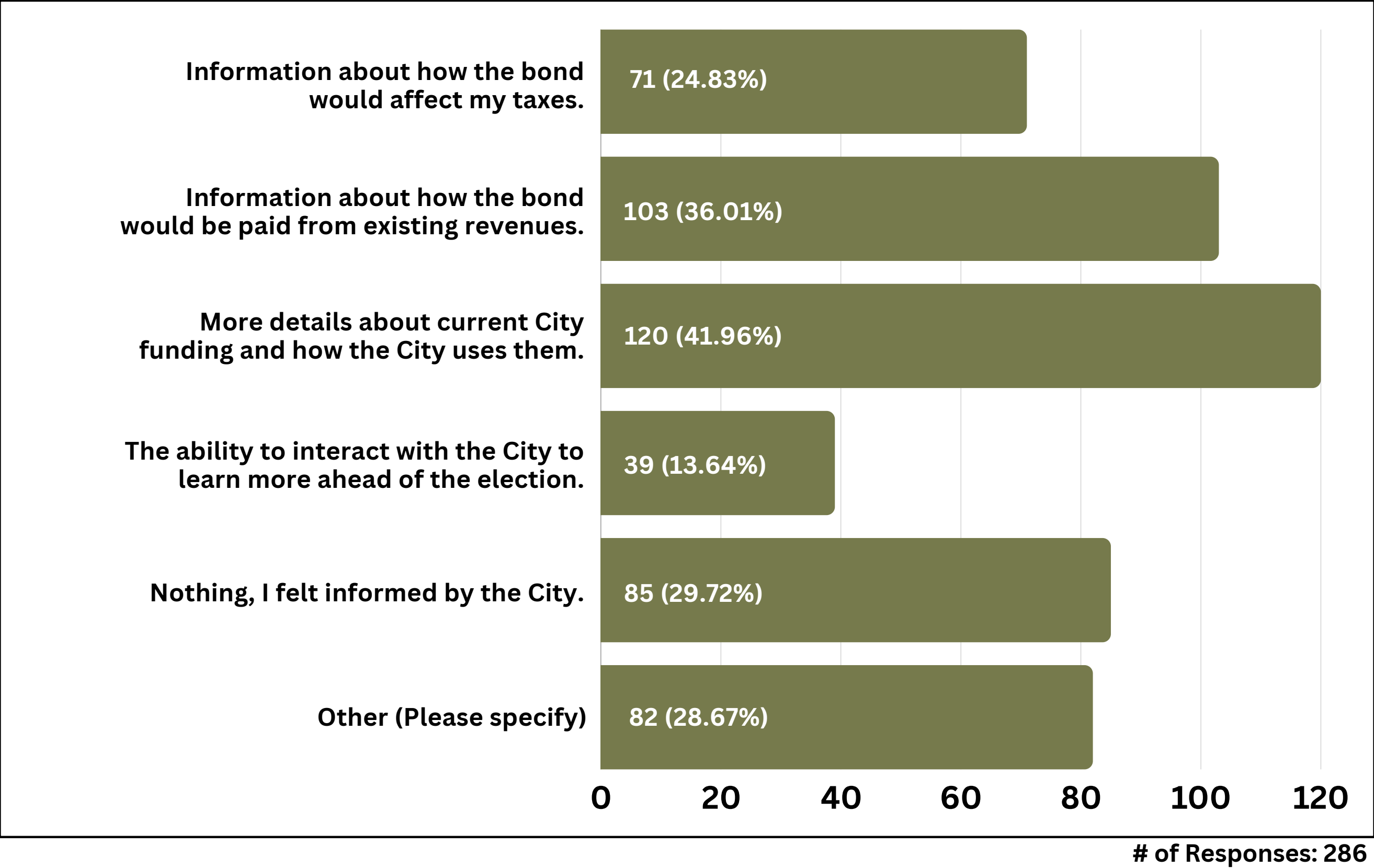
Please share the primary reasons for **NOT SUPPORTING** the bond measure to fund comprehensive infrastructure upgrades for Lewiston's water, sewer, and stormwater systems. (Choose all that apply.)



Please indicate why you **DID NOT PARTICIPATE** in the May 2025 election? (Choose all that apply.)



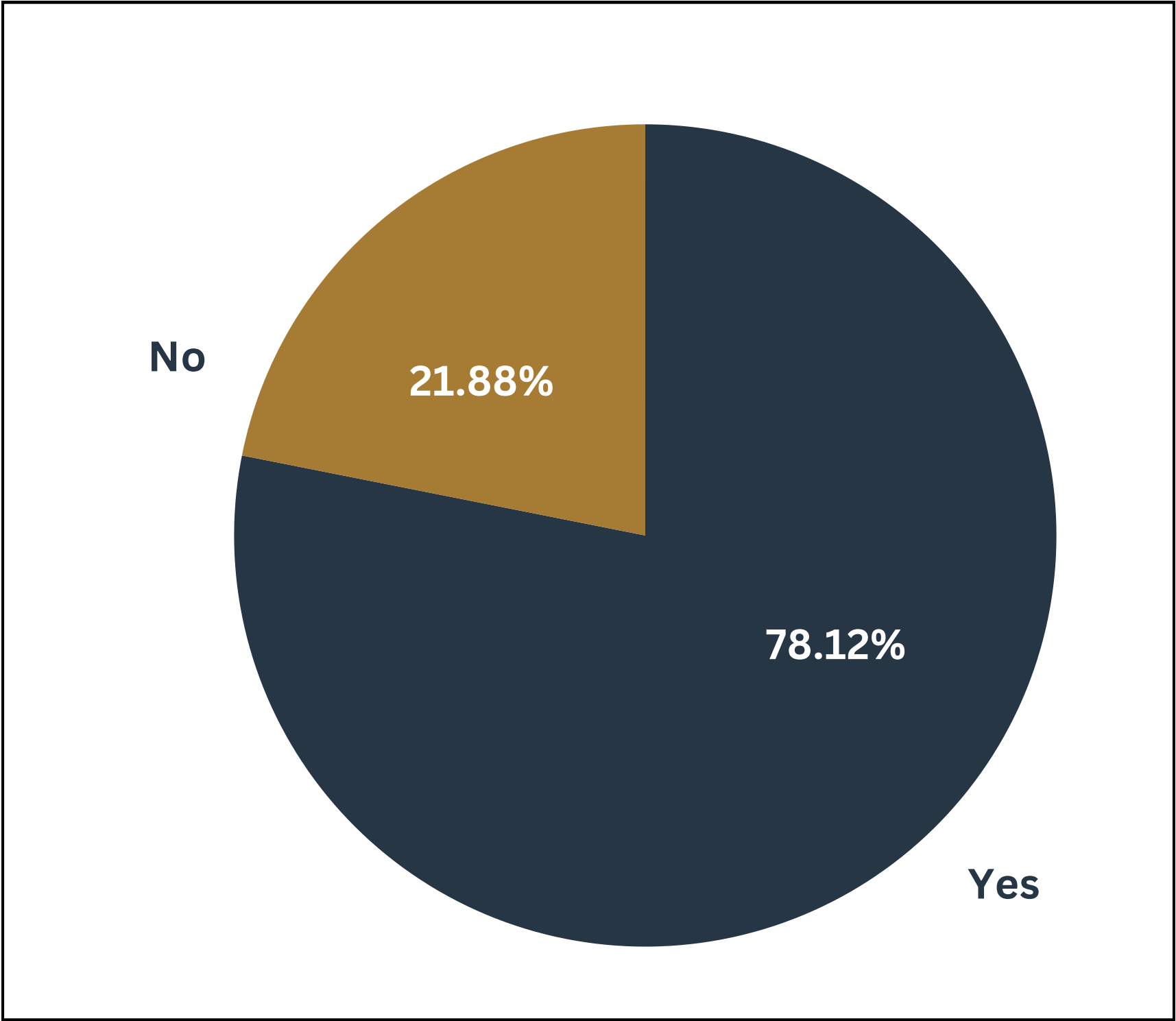
What additional information or details would have made a difference in your decision to support or oppose the \$25 million infrastructure bond? (Choose all that apply.)



COMMUNICATION

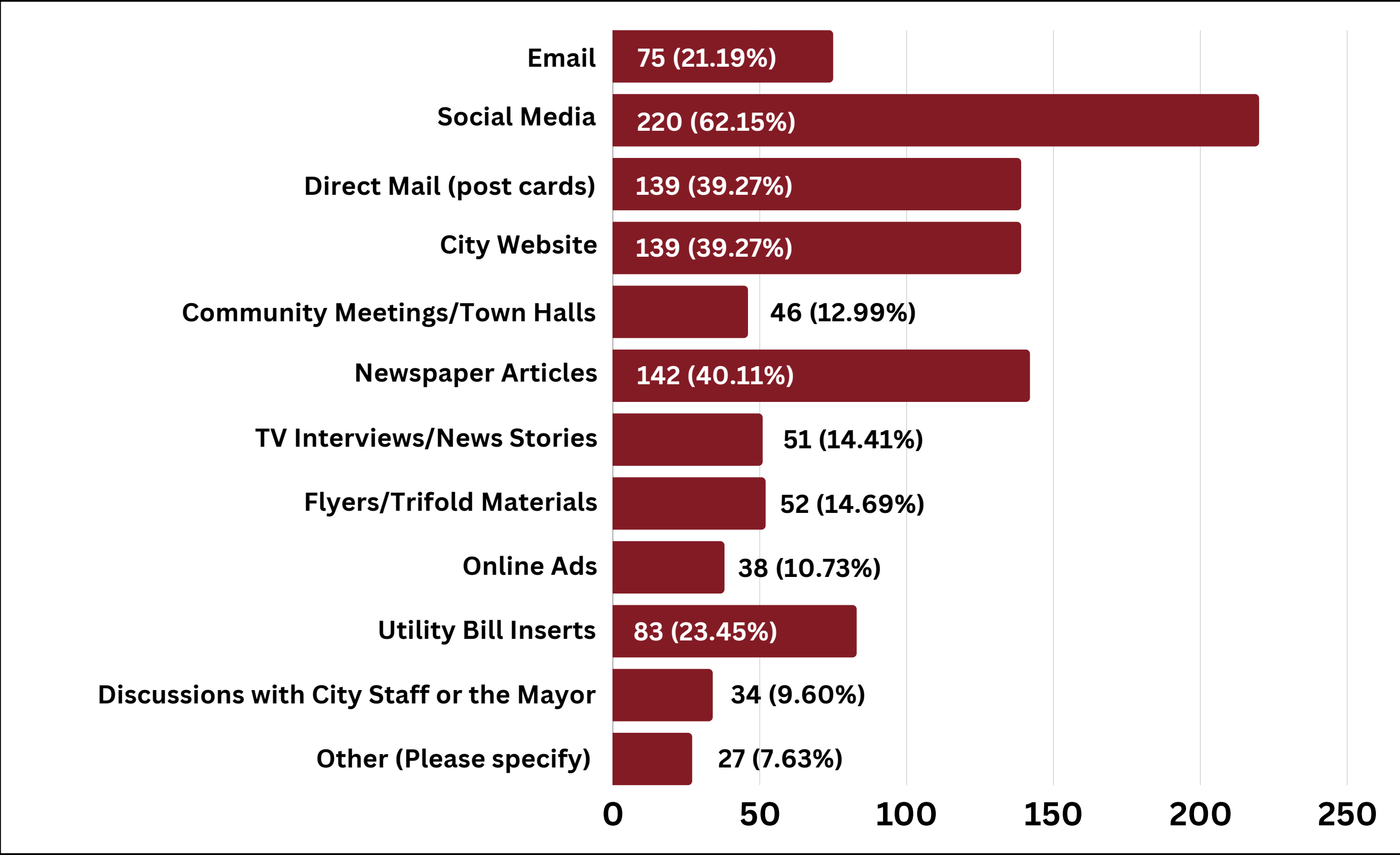


Did you interact with or receive communications on the \$25 million ballot measure to fund comprehensive infrastructure upgrades for Lewiston's water, sewer, and stormwater systems?



of Responses: 457

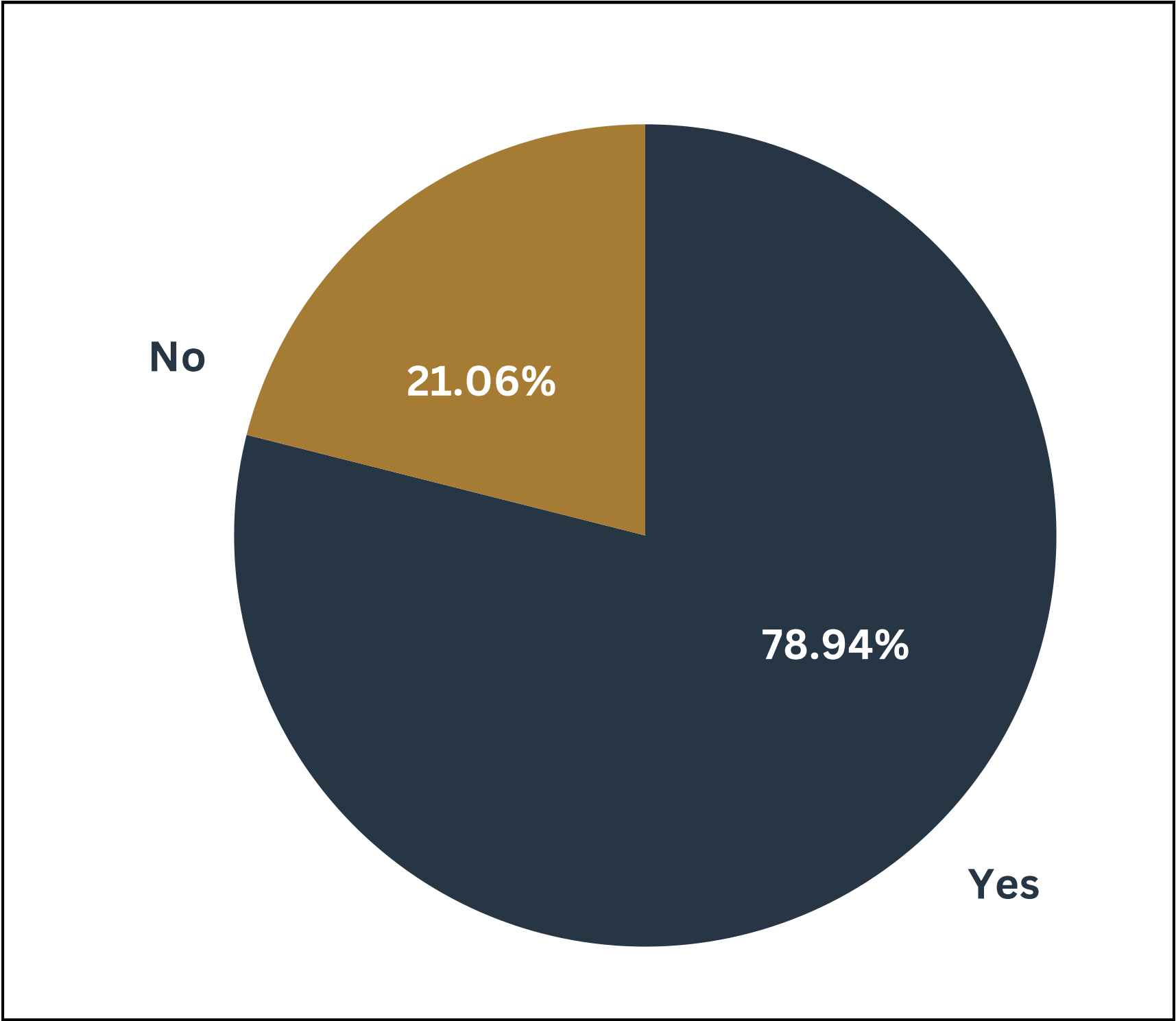
What communication methods did you interact with to learn more about the City's ballot measure? (Choose all that apply.)



Top 3 Methods
1. Social Media
2. Newspaper Articles
3. Direct Mail (post cards) & City Website

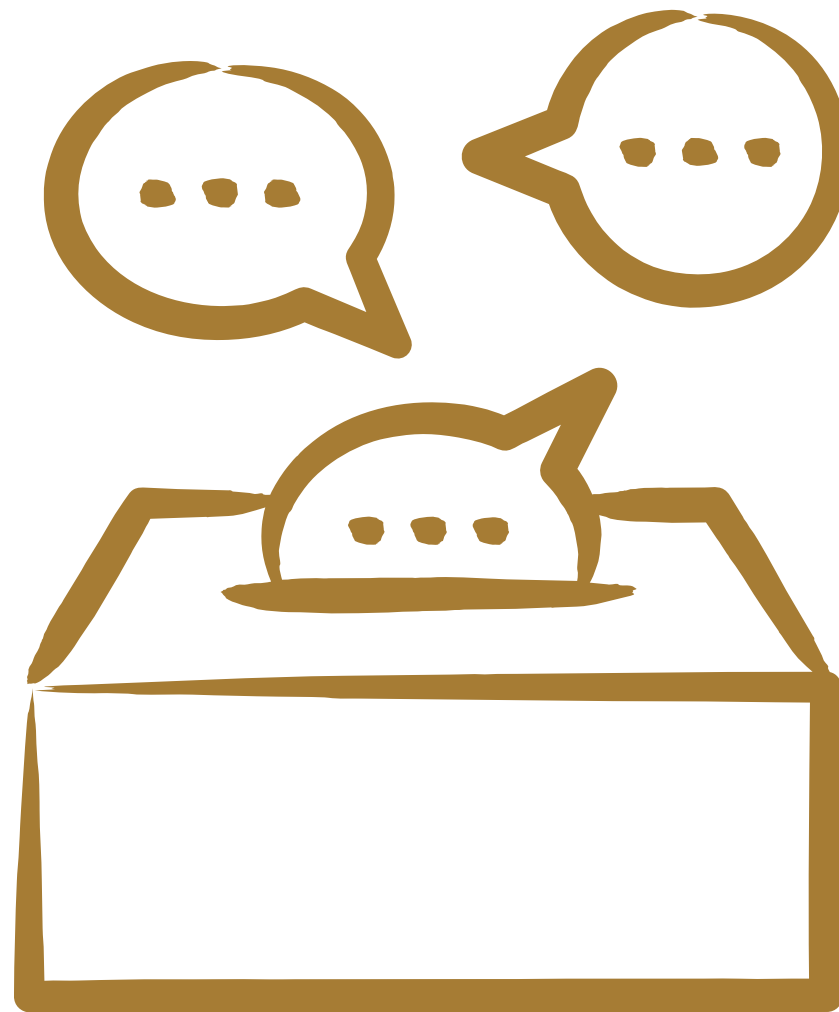
of Responses: 354

If the City had another bond measure, would you be willing to share information about the issue with your family and friends?

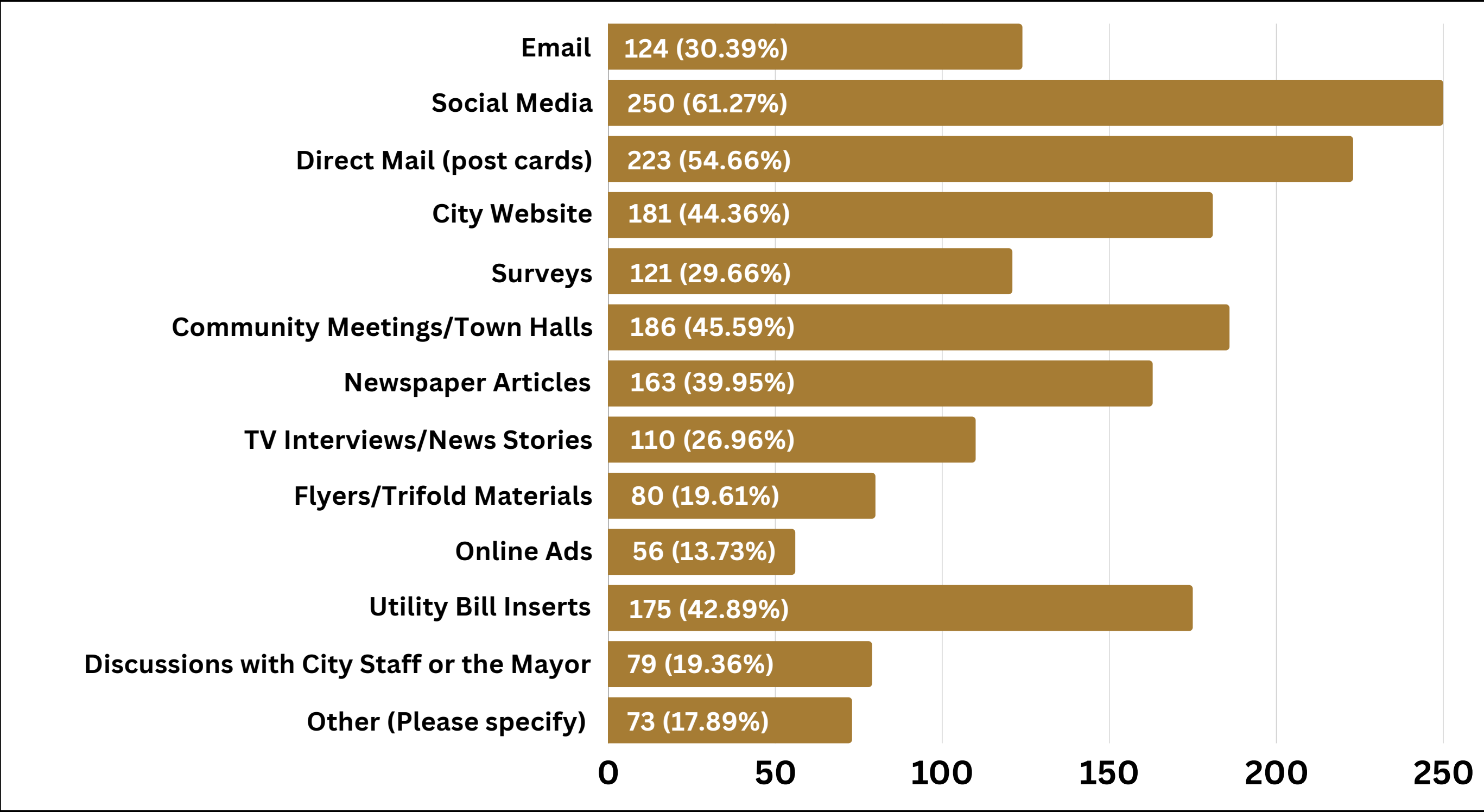


of Responses: 451

SUGGESTED SOLUTIONS



In your opinion, what are the best strategies for the City of Lewiston to communicate and engage with the community regarding its infrastructure statuses/deficiencies, funding strategies and the importance of bond ballot measures to fund critical large infrastructure projects. (Choose all that apply.)

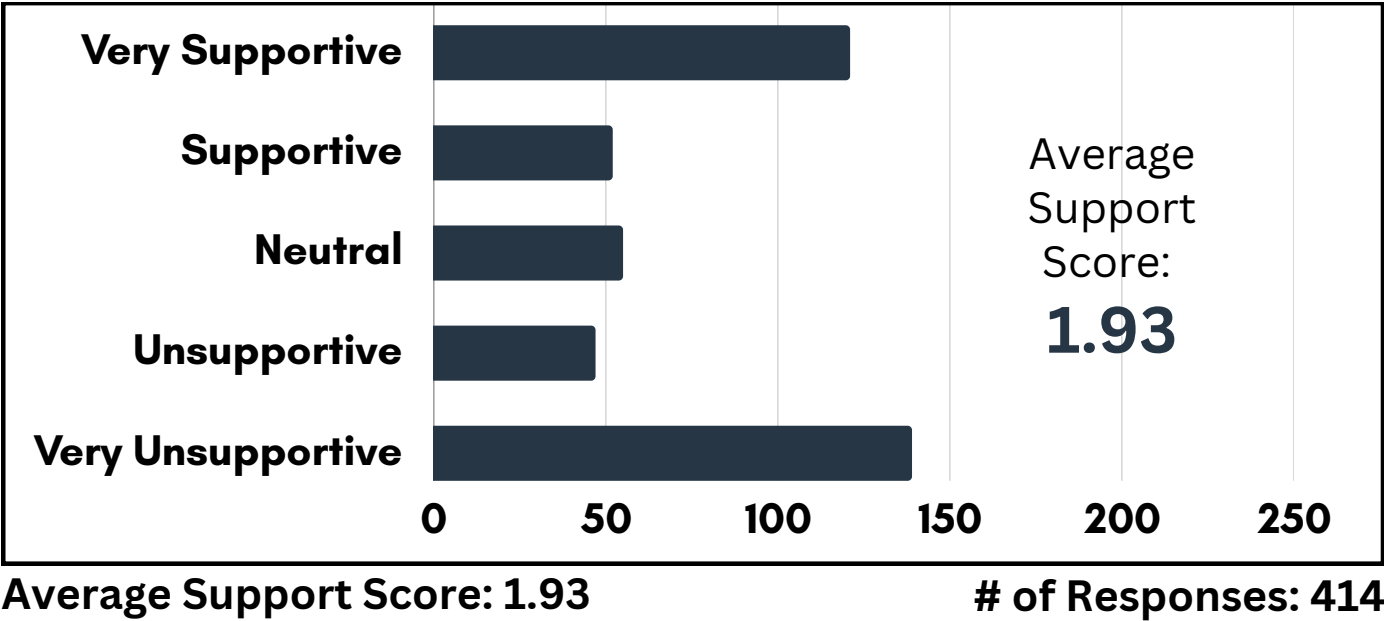


- Top 3 Methods**
- 1. Social Media
 - 2. Direct Mail (post cards)
 - 3. Community Meetings / Town Halls
- Ideas Mentioned in “Other”**
- Local Podcasts
 - Radio Ads
 - Billboards
 - Newspaper Ads
 - Community Meetings in different parts of the city
 - Virtual town halls
 - Small informational meetings where people work, play, live
 - Door-to-door, phone calls
 - Allow social media comments and respond
 - Improve navigation on website

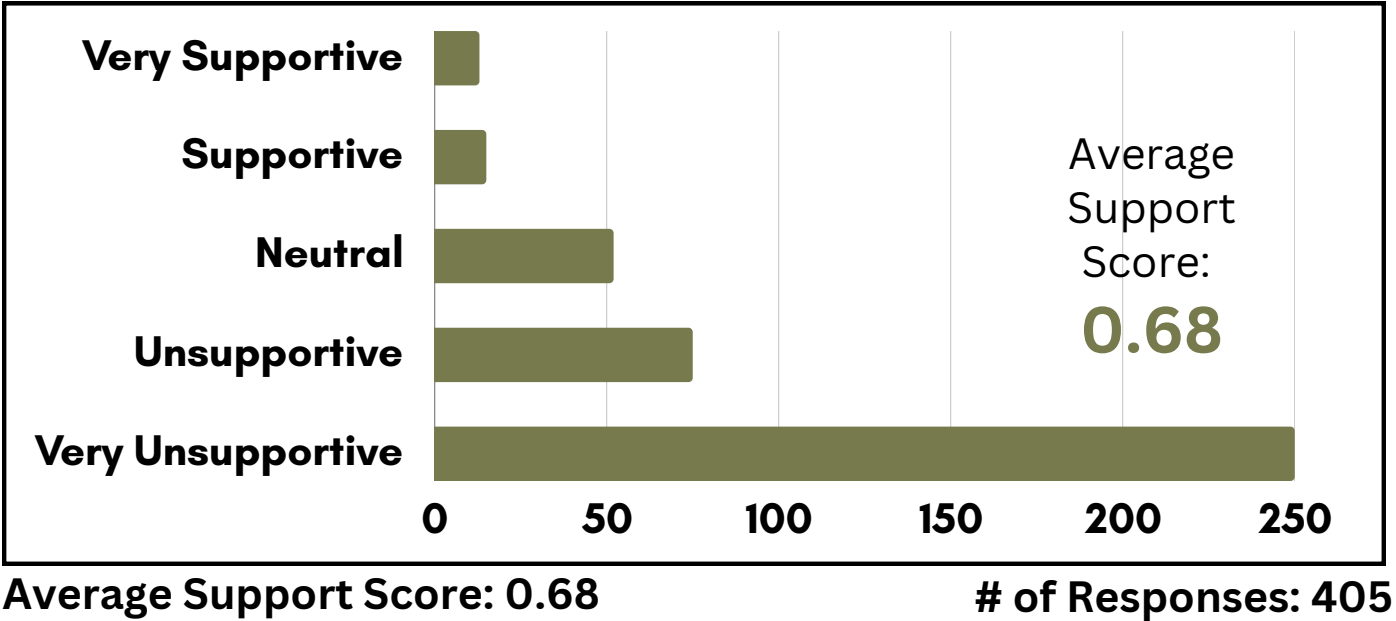
of Responses: 408

Given the City's critical infrastructure issues, please indicate your level of support for the following:
0 = Very Unsupportive; 1 = Unsupportive; 2 = Neutral; 3 = Supportive; 4 = Very Supportive

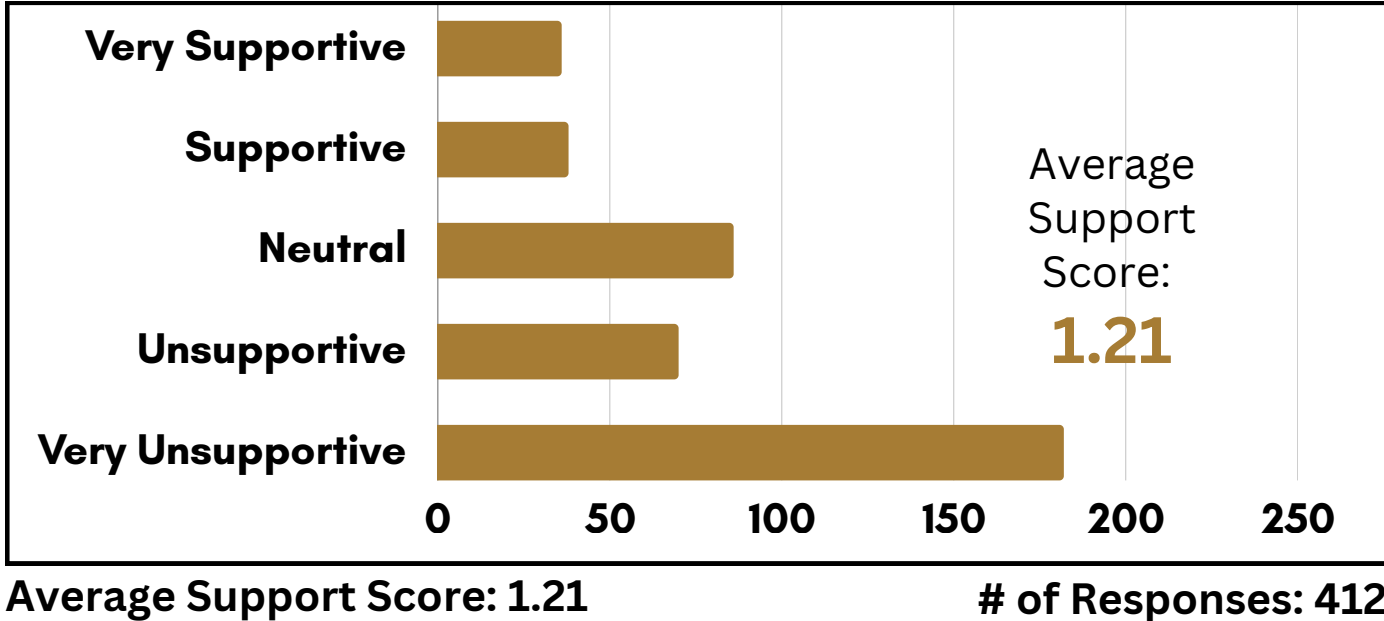
Asking the residents of Lewiston to support a bond in November 2025 to fund comprehensive infrastructure upgrades for Lewiston's water, sewer, and stormwater systems?



Do nothing and only fix pipes if there are leaks and or a catastrophic failure even if these may require a utility rate and or property tax increase?



Addressing the infrastructure projects separately (water, sewer, stormwater) knowing this would involve separate timelines, funding, and digging up and replacing the affected streets each time.



What other considerations do you believe the City of Lewiston should proactively consider when planning to meet the community's current and future infrastructure needs?

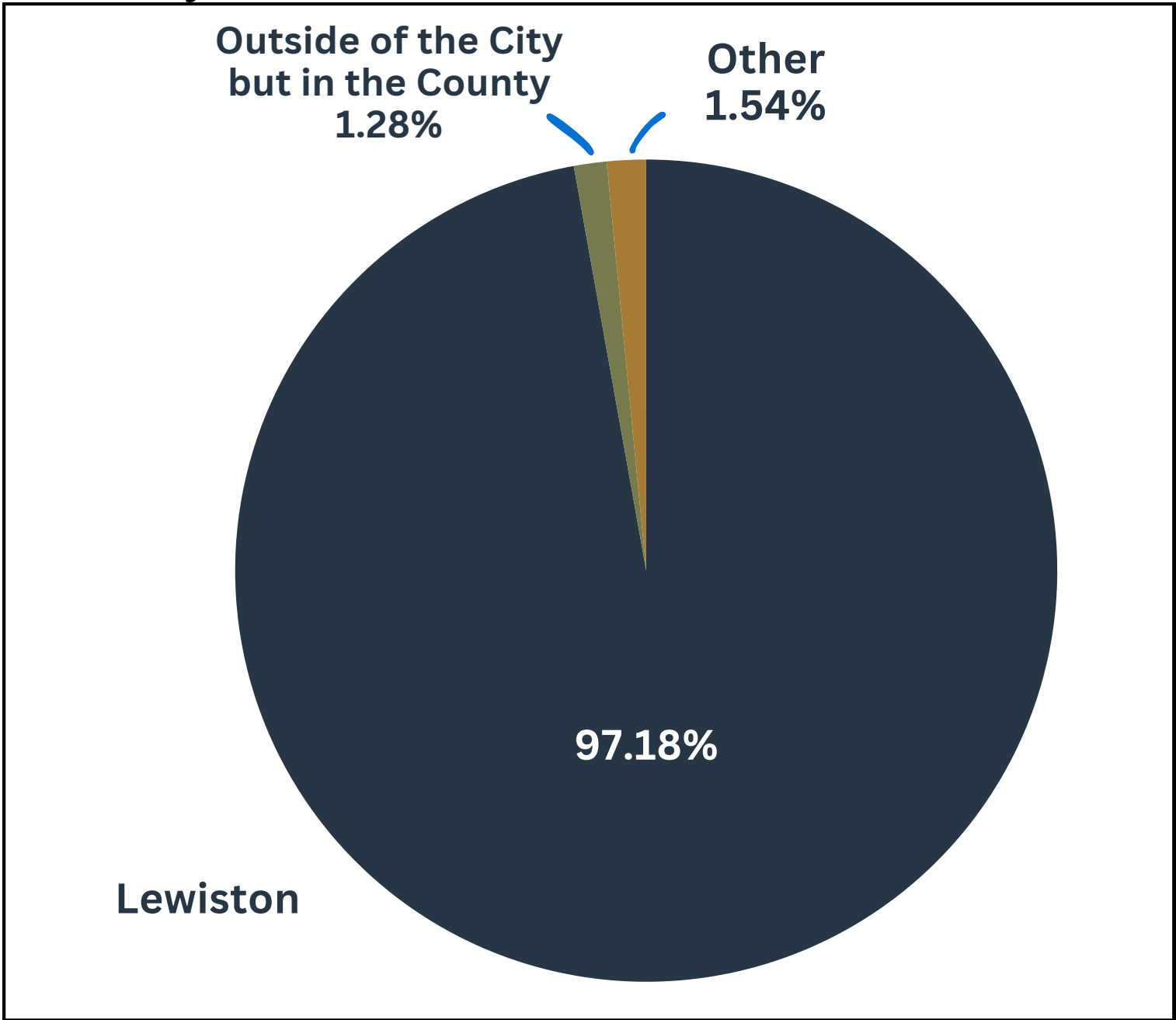


Note: 272 respondents left comments. The larger the word, the more times that topic was mentioned in comments

DEMOGRAPHICS

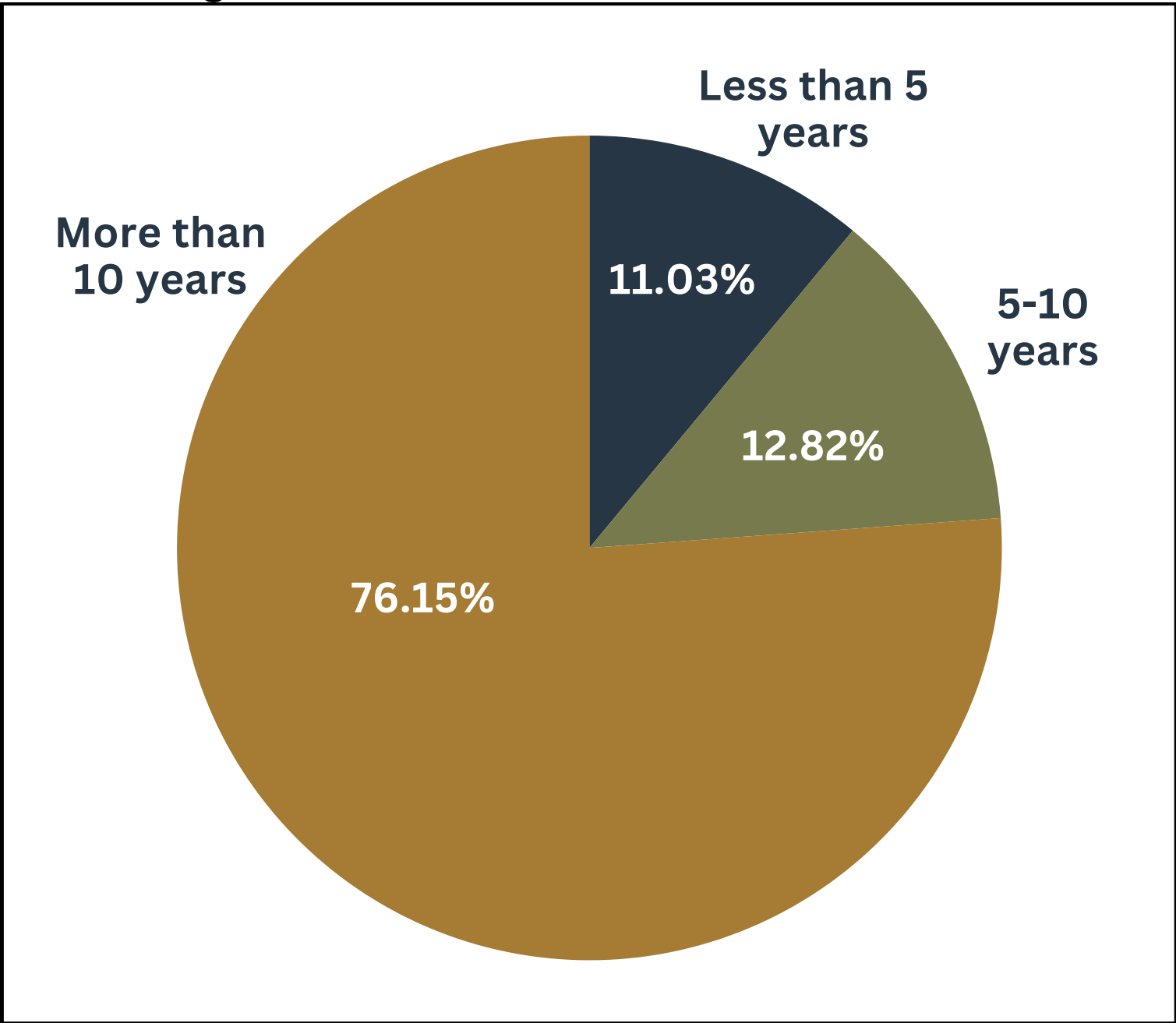


Where do you live?



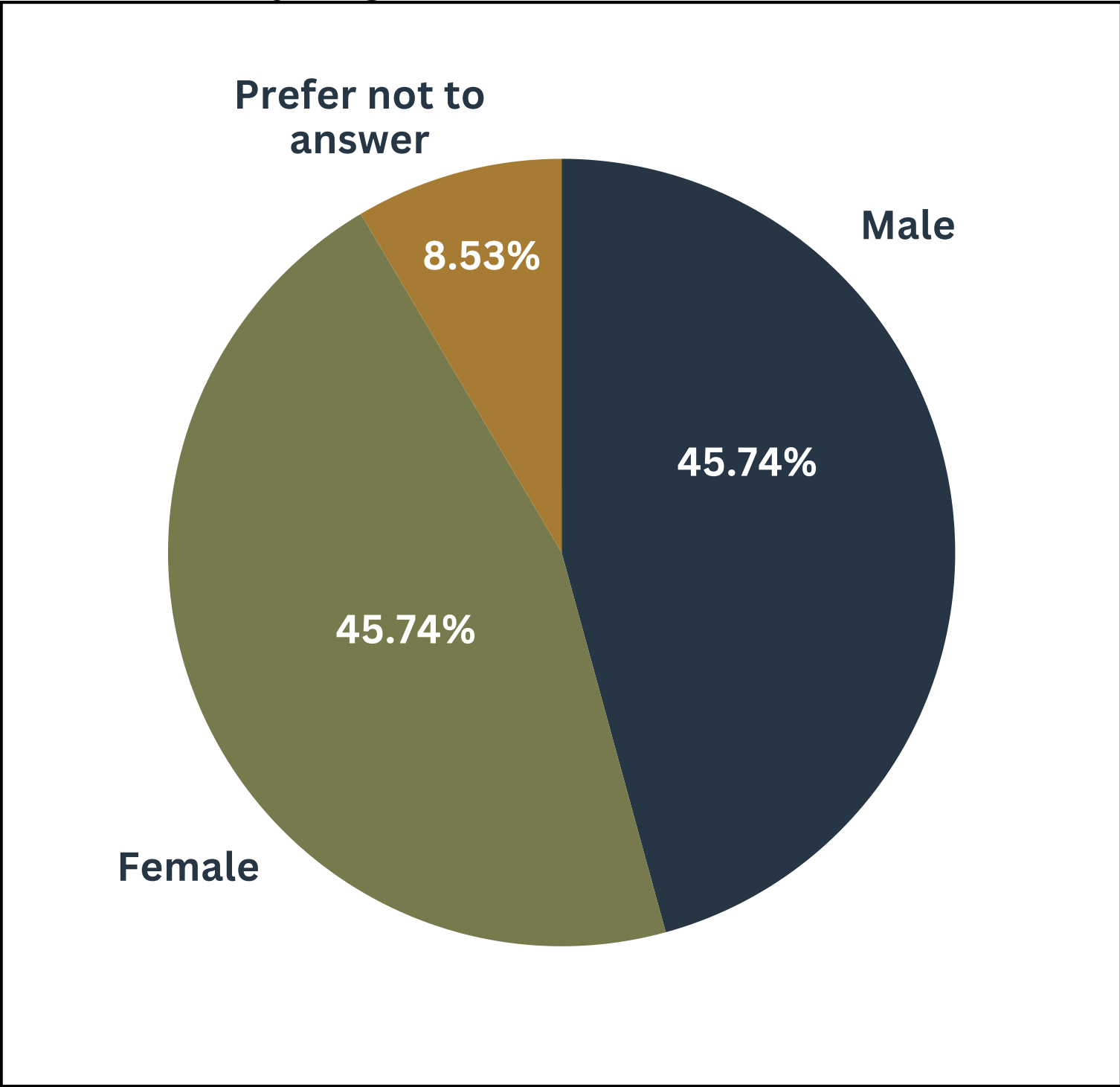
of Responses: 390

How long have you lived in the City of Lewiston or the surrounding area?



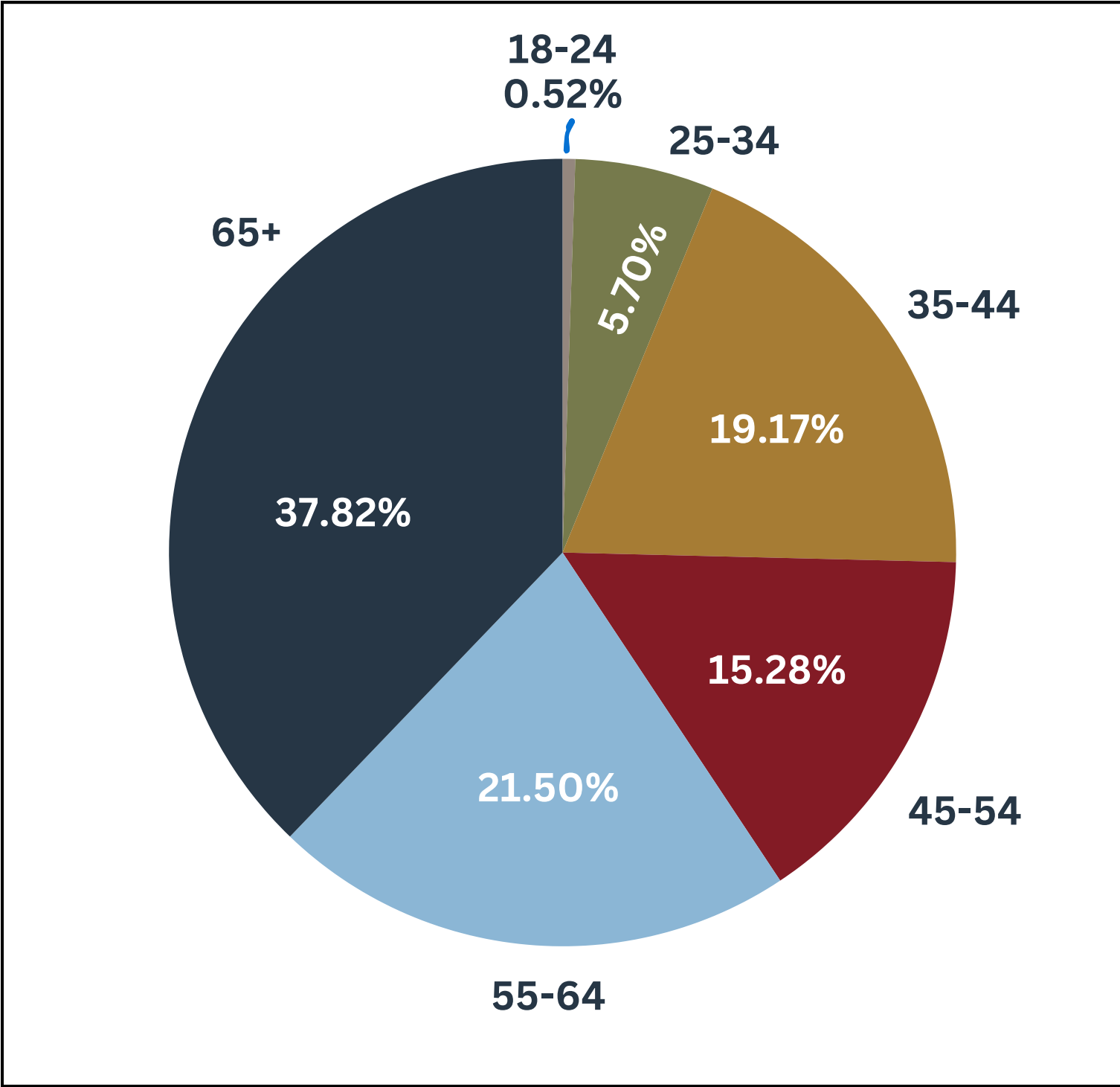
of Responses: 390

Please indicate your gender.



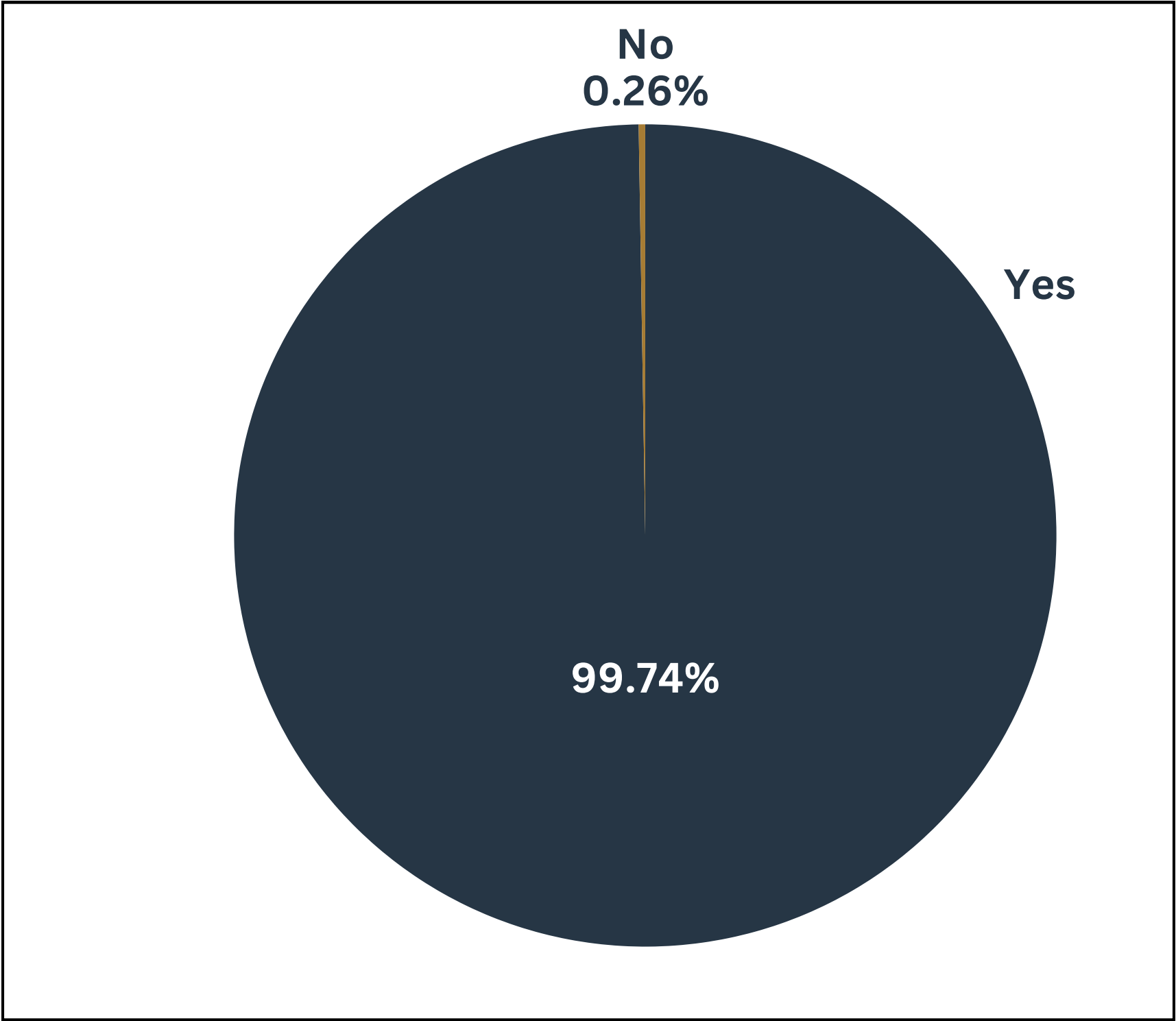
of Responses: 387

What is your age group?



of Responses: 386

Are you eligible to vote (18 years old or older and a U.S. citizen)?



of Responses: 390



Christine Stoll | VP Client Experience & Growth
cstoll@clearwaterfinancial.biz
208.800.9689





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-25	AGENDA NO. IV. C. AGENDA DATE: August 4, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) On May 5, 2025, the city council provided guidance to the fire department for "Active Regional Participation." This option outlined three steps: 1. Approve ID & WA mobilization agreements, 2. Continue mutual aid development 3. Two-County Circumference Response. On June 9, 2025, the council voted 3:3 on Resolution 2025-25. Today, this agreement is being presented for further discussion and reconsideration.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Entering into this agreement provides guidance for the process and fees for services when the fire department assists other agencies. Additionally, it outlines the assumption of risk that all parties take when helping one another.	
ACTION PROPOSED Review the cooperative agreement and consider the benefits of partnering with IDL for the suppression of wildland fires threatening the city of Lewiston's values at risk. Provide further guidance and council intent for the fire department's level of preparedness and ability to respond to incidents threatening our city.	

RESOLUTION 2025-25

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT – MUTUAL ASSISTANCE BETWEEN THE CITY OF LEWISTON, IDAHO AND STATE OF IDAHO ACTING BY AND THROUGH THE STATE FORESTER, IDAHO DEPARTMENT OF LANDS; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: That a Cooperative Agreement - Mutual Assistance between the City of Lewiston, an Idaho municipal corporation, and the State of Idaho, acting by and through the State Forester, Idaho Department of Lands, is hereby approved. A copy of which is attached as Exhibit A and incorporated herein by reference.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Cooperative Agreement - Mutual Assistance.

SECTION 3: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2025-25

**COOPERATIVE AGREEMENT – MUTUAL ASSISTANCE
STATE OF IDAHO – STATE FORESTER**

IDAHO DEPARTMENT OF LANDS

and

CITY of LEWISTON

This agreement, made on 05/20/2025, by and between the STATE OF IDAHO, acting by and through the State Forester, Idaho Department of Lands with the approval of the State Land Board of Commissioners, hereinafter referred to as “STATE”, and the **CITY of LEWISTON** , hereinafter referred to as “COOPERATOR”.

RECITALS

WHEREAS, under the provisions of Title 38, Chapter 1, Idaho Forestry Act, Idaho Code, with particular reference to §38–104, the STATE is authorized to enter into cooperative agreements with any county, municipality, association or organization for the detection, prevention or suppression of forest fires, or whose function, desire and/or duty it is to protect any forest or range land from forest or range fires for the purpose of furnishing, operating and maintaining, a protective system for the detection, prevention and suppression of forest or range fires in forest protective districts; and, under the provisions of Idaho Code, Title 31 Chapter 14, Fire Districts, and Title 67, Chapter 23, Miscellaneous Provisions, with particular reference to §31-1417, §31-1430, and §67-2339, the COOPERATOR is authorized to enter into agreements for the purpose of carrying out its duties and obligations; and

WHEREAS, certain of the lands and properties for which STATE and COOPERATOR are independently responsible for the protection from fire are intermingled or adjacent and

WHEREAS, in order to provide more effective and prompt fire suppression on these lands mutual assistance and cooperation between STATE and COOPERATOR is desirable.

NOW, THEREFORE, the parties hereto, STATE and COOPERATOR, do hereby agree as follows:

ARTICLE I

DEFINITIONS FOR AGREEMENT

1.01 Controlled

The completion of a control line around a fire, any spot fires therefrom, and any interior islands to be saved; burned out any unburned area adjacent to the fire side of the control lines; and cool down all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under the foreseeable conditions.

- 1.02 Containment
The status of a wildfire suppression action signifying that a control line has been completed around the fire, and any associated spot fires, which can reasonably be expected to stop the fire's spread.
- 1.03 Initial Attack
Initial fire suppression response actions taken by the first resources to arrive at a wildfire provided by a fire protection agency for the purposes of engaging in the suppression and/or control of a fire. Initial actions may be size up, patrolling, monitoring, holding action, or aggressive Initial Attack. The kind and number of resources responding to Initial Attack vary depending upon fire danger, fuel type, values to be protected, and other factors. Generally, Initial Attack involves a small number of resources, and incident size is small.
- 1.04 Jurisdiction
The range or sphere of authority related to fire protection agency's legal responsibilities and authority for incident mitigation as established in Idaho Law in conjunction with the procurement of fire protection services from the fire protection agency through its cooperative agreements, contracts, membership fees, tax levies or assessments intended to fund or provide for fire protection services. For Idaho Department of Lands, wildland fire protections services are provided to landowners who pay a Forest Fire Patrol Assessment as per §38-111, Idaho Code.
- 1.05 Protection Area
An area protected from fire by STATE and COOPERATOR as designated on maps described in ARTICLE II of this agreement.
- 1.06 Protecting Agency
The party having jurisdiction is responsible for fire suppression within a protection area.
- 1.07 Firefighting Facilities
The physical equipment, of each protecting agency, used for the suppression of fire.
- 1.08 Personnel
The persons designated by each protecting agency to take part in fire suppression activities.

ARTICLE II

PROTECTION AREA

- 2.01 STATE Protection Area
The Protection Area of STATE shall be indicated on the map labeled Exhibit "A", attached hereto and by this reference made a part hereof.
- 2.02 COOPERATOR Protection Area
The Protection Area of COOPERATOR shall be indicated on the map labeled Exhibit "B", attached hereto and by this reference made a part hereof.

ARTICLE III

MUTUAL ASSISTANCE

3.01 Cooperation

STATE and COOPERATOR agree to furnish Personnel and Firefighting Facilities to each other to aid in suppression of fires. The Protecting Agency furnishing assistance reserves the right to send Personnel and Firefighting Facilities reasonably available in the judgement of the individual in charge. It is further understood that STATE will be expected to have manpower and equipment available only during closed forest fire season.

3.02 Initial Attack Action

If a fire occurs on or near a mutual boundary, both STATE and COOPERATOR shall promptly send Personnel and firefighting equipment available to start fire control action unless it is mutually understood that only one Protecting Agency will promptly supply the control action.

3.03 Notification

Employees of one Protecting Agency discovering or receiving reports of fires on or threatening lands within the Protection Area of the other Protecting Agency shall report the fires promptly to the responsible Protecting Agency.

3.04 Incident Qualifications

STATE and COOPERATOR recognize each Protecting Agency's professional incident qualification standards as acceptable to their own professional incident qualification standards for the purposes of engaging in cooperative fire suppression actions of mutual benefit. Under this agreement, recognition of Incident Qualifications applies to the Protection Agencies engaged in cooperative initial attack fire suppression actions or situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area.

3.05 Fire Investigation

The STATE and COOPERATOR will protect the origin area of any fire to the best of its ability. The STATE and COOPERATOR will participate in a joint investigation when a fire originates on a Protection Area where each Protecting Agency maintains jurisdiction in fire suppression. The STATE reserves the right to investigate fires originating on, spreading to, or threatening land subject to Forest Fire Protection Assessment.

3.06 Reimbursement

Each Protecting Agency shall assume its own costs incurred under Paragraph 3.01 and 3.02 while engaged in initial attack response not to exceed 24 hours or until containment of the fire achieved, herein, unless reimbursement has been mutually agreed upon in advance and documented by both officers in charge. When reimbursement is in order, payment for Personnel and Firefighting Facilities furnished shall be at the prevailing firefighting equipment and wage rates. When using STATE facilities, the firefighting rate schedule established by the State Forester shall be used. When using COOPERATOR facilities, the rate schedule as established by the Idaho Cooperative Mobilization Agreement (ICMA) will be used. Payment and billing procedures will follow the billing protocols as outlined in the ICMA formerly known as the Fire Service Organization Rate Book.

3.07 Invoice Timeframe

Reimbursement of costs must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

ARTICLE IV

SUPERVISION

4.01 Regular Procedure

Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. Initial action taken by the assisting agency, prior to the arrival of the responsible agency, shall be under the supervision of the assisting agency only until the arrival of the responsible agency unless other arrangements are made in advance.

4.02 Joint Procedure

Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. During situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area, initial action will be taken by both agencies and unified command shall be established between the protection agencies for incident supervision purposes.

4.03 Change in Procedures

Whenever it appears advantageous to establish a different procedure for supervision of fire control action, the Protecting Agencies may do so by mutual agreement and documented by both officers in charge. At all other times, the procedures set forth in Paragraphs 4.01 and 4.02, herein, shall be in effect.

ARTICLE V

PREPAREDNESS AND PREVENTION

5.01 Training

STATE and COOPERATOR may engage and participate in integrated training activities and exercises to improve fire response coordination and fire suppression effectiveness. Unless mutually agreed upon in advance, each Protecting Agency shall assume its own costs when engaged in cooperative training activities and exercises.

5.02 Radio Frequencies

STATE and COOPERATOR may share radio frequencies and communication facilities for the purposes of providing a coordinated fire suppression response.

5.03 Burn Permits

STATE will manage a self-serve, online Burn Permit system – <http://burnpermits.idaho.gov>. COOPERATOR will provide STATE input when burning should be restricted within the COOPERATOR Protection Area. Upon mutual agreement, COOPERATOR may be granted access to the Burn Permit system for the purposes of supporting the administration of the COOPERATOR's fire prevention program within the COOPERATOR's Protection Area.

5.04 Operations Plan

STATE and COOPERATOR are encouraged to mutually develop Operations Plans that provide principles, business direction, and guidance in the conduct of cooperative fire control operations. The Operations Plan shall be reviewed annually, and revised as necessary to achieve mutual cooperation and understanding within the framework established under this agreement.

5.05 Fire Prevention

STATE and COOPERATOR may engage and participate in cooperative fire prevention activities and projects of mutual benefit for the purposes of advancing public education and awareness of human caused fires and associated fire prevention mitigation practices. Unless mutually agreed upon in advance, each Protecting Agency engaged in cooperative fire prevention activities or projects will assume its own costs for Firefighting Facilities and Personnel provided to support these activities.

ARTICLE VI

STATEWIDE MOBILIZATION

6.01 STATE Request For Assistance

STATE shall be the single hiring point for Firefighting Facilities and Personnel provided by the COOPERATOR for the purposes of providing fire suppression assistance on wildland incidents where the COOPERATOR maintains no jurisdictional responsibility for fire suppression.

6.02 Procurement

The Idaho Cooperative Mobilization Agreement shall be used by STATE for the purposes of procuring COOPERATOR provided resources in response to COOPERATOR's acceptance of a STATE Request for Assistance.

6.03 Equipment Standards and Incident Qualifications

Firefighting Equipment and Personnel provided by the COOPERATOR shall meet the minimum equipment specifications and incident qualification standards as established in the Idaho Cooperative Mobilization Agreement.

ARTICLE VII

LIMITATIONS – RESPONSIBILITIES

7.01 Limitations

In no event shall either party to this agreement be bound beyond its lawful authority and appropriations available.

7.02 Liabilities

Neither Protecting Agency shall be liable to the other Protecting Agency for any loss or damage.

7.03 Laws and Regulations

Each party hereto agrees to comply with all federal, state, and local laws, rules and regulations pertaining to this agreement including, but not limited to, industrial accident and workman's compensation laws of the State of Idaho.

7.04 Hold Harmless

Unless otherwise limited or prohibited by law (including I.C. §§ 59-1015 through 59-1017, and subject to and in accordance with the Idaho Tort Claims Act, I.C. § 6-901 et seq.), each party agrees to save and hold the other harmless from any claim, liability or damage resulting from any error, omission, or act of negligence by the indemnifying party, its officers, employees or agents in the performance of its responsibilities under this Agreement.

ARTICLE VIII**DURATION-TERMINATION**8.01 Duration

This agreement shall remain in effect for five years, effective from date of signatures, unless mutually agreed by the parties to extend this agreement. This agreement shall remain in continuous effect until termination pursuant to Paragraph 8.02 herein.

8.02 Termination

This agreement may be terminated at any time by mutual consent of the parties or by one party giving written notice to the other party not less than thirty (30) days prior to effective date of termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first hereinabove stated.

<u>STATE</u>		<u>COOPERATOR</u>	
Signature Area/District/Association Representative Idaho Department of Lands		Signature Mayor CITY of LEWISTON	
Kevin Chaffee			
Printed Name	Date	Printed Name	Date
State Forester Idaho Department of Lands		Nezperce County where FSO is located	
		Clearwater Area/Craig Mountain FPD	
Printed Name	Date	Area/District/Association	

IDAHO COOPERATIVE MOBILIZATION AGREEMENT
Annual Operating Plan
Between
Idaho Department of Lands
And
Cooperating Idaho Fire Service Organizations
Effective Date May 1 Annually

Starting 2024 any Fire Service Organization (FSO) who chooses to enter into or maintain an existing ICMA, must integrate and become a user within the Idaho Department of Lands (IDL) Gold's Fire Business System (FBS). This system is a one-stop-shop for all ICMA holders. FSOs and IDL districts will be required to designate personnel to create their ICMA's within the system, which will include adding and or removing personnel/equipment, agreeing to the terms, and creating/submitting all wildland requests for reimbursement electronically.

By signing electronically, I am certifying that the equipment and personnel mobilized under this Agreement meet the minimum resource typing and standards as required by the Idaho Cooperative Mobilization Agreement (ICMA) and agree to all terms and conditions of said agreement. Furthermore, I certify that I am authorized to sign on behalf of my agency.

- A. All equipment listed in the Idaho Cooperative Mobilization Agreement (ICMA), meets all the minimum requirements for use and operation of the equipment type identified.
- B. Failure to accurately classify the equipment as described in the ICMA shall result in an adjustment of type and rate, to the correct type and rate in which the equipment meets as set forth in the ICMA.
- C. It is agreed that the hiring agency may inspect the listed equipment and the appropriate training records. These inspections may be done preseason and/or at the incident during fire season.
- D. It is agreed that IDL may request additional documentation from the FSO to support the billing for FSOs hired with an Unoperated Agreement, if necessary for audits.
- E. A copy of the FSOs ICMA Equipment Roster and Appendix 2- ICMA Standard Incident Payment Terms of this agreement shall be provided to the Finance Section Chief, or their designated representative, upon arrival at an incident. **No other agreement (or EERA) is necessary.**
- F. It is agreed that the employees mobilized under this agreement meet all of the requirements for the position(s) qualifications in accordance with National Wildfire Coordinating Group (NWCG), National Incident Management System Wildland Fire Qualifications System Agreement, PMS 310-1, or NFPA Equivalency, and Idaho Department of Health and Welfare Emergency medical Services. Operators must possess a valid Driver's License and have the knowledge, skills, and abilities to operate the type and class of equipment listed. IDL may audit training and experience records upon written request.

- G. It is agreed that the FSO may choose to enter into a Memorandum of Understanding (MOU) with IDL in order to manage the qualification and certifying of their members, within the Incident Qualification System (IQS). To enter into this agreement, the FSO will be required to have specific policies and procedures in place to manage these processes. IDL reserves the right to audit training and experience records and if the FSO is found to be deficient, the MOU may be terminated at any time. FSOs without the proper policies, procedures and MOU in place must use IDL to manage the qualification and certification of their members.
- H. Incident Qualification Cards for positions above single resource must be issued by the IDL Bureau of Fire Management.
- I. Experience records and completed task books must be submitted to IDL or Timber Protective Association no later than **December 31** annually. Exceptions to the deadline may be granted by the local IDL representative for special circumstances. FSOs with an IQS MOU will follow the provisions within the MOU.
- J. Work capacity tests and fireline refreshers with shelter training shall be submitted to the local IDL Area or Timber Protective Association no later than **April 30** annually in order to receive qualification cards prior to fire season. FSOs with an IQS MOU will follow the provisions within the MOU.
- K. All billing for reimbursement will be submitted through the FBS billing process within 45 days of being released from the incident. If more time is needed, please contact your local IDL Area or Timber Protective Association.
- L. The terms of this Agreement will be reviewed annually; any requests for changes must be made through IDL and or the Idaho Fire Chiefs Association and go through an official review process (by all parties) before being implemented. Any approved changes will be reflected in the summary of changes in the most current ICMA.
Annual reviews will be completed by April 1 in order to review and approve any requests for changes to terms or rates by the ANNUAL EFFECTIVE DATE.
- M. Changes to Fire Apparatus/Equipment within FBS shall be reviewed and updated, if necessary, by **April 1, annually**. Any equipment updates after this date must be communicated with the host IDL district as both parties will need to electronically sign within FBS in order for the equipment to be available for assignment and reimbursement.
- N. **The annual effective date will be May 1 and will run May 1- April 30.**
- O. This Agreement shall remain in effect, unless terminated by either party with 30-day written notice.

IDAHO COOPERATIVE MOBILIZATION AGREEMENT
Between
Idaho Department of Lands
And
Cooperating Idaho Fire Service Organizations
Annual Operating Plan
Effective Date May 1 Annually

The Idaho Cooperative Mobilization Agreement (ICMA) Annual Operating Plan (AOP) describes the required procedures for certifying, mobilizing, and reimbursing FSOs throughout the state of Idaho. The ICMA also establishes standard rates for equipment and personnel while mobilized in support of Wildfire assignments, or while hired under local agreements.

Authority for policies and procedures contained herein are granted by the *Idaho Cooperative Fire Protection and Stafford Act Response Agreement*.

- A. Fire Service Organization (FSO): includes (1) county or municipal (e.g., town or city) equipment and personnel, (2) volunteer and paid personnel, from fire service organization(s), and (3) county and fire service organization equipment and apparatus.
- B. Cooperation with FSOs: FSOs are made available to the federal agencies throughout the State within the Northern Rockies and the Great Basin geographic areas, as well as nationally. Cooperation with FSOs at the city or county government level is desirable. Local Cooperative Fire Agreements for initial attack mutual assistance can be entered into with FSOs by any agency. It is the State's responsibility to be the single hiring point for equipment and personnel obtained from FSOs for all wildfire mobilizations outside their jurisdictional responsibility.

1. SCOPE

The requirements within this document are designed for FSO mobilization. These assignments typically:

- 1. Require a Resource Order generated by the Interagency Dispatch Center responsible for support of an incident. In some cases, they may be associated with a Mission Assignment from the Idaho Office of Emergency Management (IOEM), coordinated by the Emergency Support Function #4 (ESF4) coordinator, in which case the ICMA terms and rates are used for reimbursement and transacted through IDL. **See Disaster Declaration Mobilization.**
- 2. Have an anticipated duration of 24 hours up to 14 days, or more, with proper approvals.
- 3. Initial Attack or Mutual Aid Exclusion

This document does **not** supersede local Initial Attack or Immediate Need Response assistance agreements. **Initial attack agreements can be entered into between FSOs and any wildland fire agency.**

In areas where an FSO and a wildland fire protection agency(s) have common jurisdictional fire responsibilities, the entities should enter into agreements to define operational guidelines and payment terms. When a payment is made to an FSO through a local agreement, the rates from this Agreement can be used.

FSOs responding to incidents under their jurisdictional responsibility should not expect to be placed in paid status.

2. HIRING METHODS

There are three hiring options for FSO equipment:

- A. Operated** – This is the preferred method of hire. This hiring method is intended for Volunteer Fire Departments (VFD) and combination VFD and Career-Staffed Fire Service Organizations. Under this option, the FSO is paid a single rate for personnel and equipment. The FSO is responsible for all payroll costs, including payroll tax and Workers' Compensation. Backfill will not be reimbursed under this process.
- B. Unoperated** – The intent of this process is for Municipal Fire Service Organizations. This method is used when mobilizing resources from career-staffed departments or combination career and volunteer/part-time departments when the Operated Agreement is cost prohibitive.

FSOs with a Collective Bargaining Agreement (CBA) the equipment will be hired at the unoperated rate and actual payroll costs for personnel will be reimbursed.

Combination career-staff and volunteer/part-time departments with an Employee Agreement (EA), as defined below, may be reimbursed for actual payroll costs or no more than the hourly rate listed in the current USFS AD Pay Plan for the position listed on the resource order, including trainee positions.

Fire departments with Unoperated Agreements may be reimbursed for backfill costs and portal-to-portal (personnel cost only) when obligated by their agreement. **See Requirements for Reimbursement.**

When an FSO bills portal-to-portal or for more hours than what is authorized on the Crew Time Report (SF-261) or Incident Time Report (OF-288) to meet the terms of the Collective Bargaining Agreement, and they are billing for more than one incident in a single day (0001 hours to 2400 hours), payroll costs shall be prorated based upon the number of hours actually worked on each incident as documented on the SF-261 or OF-288.

Example: A Firefighter worked 8 hours on Fire A and 8 hours on Fire B. Each fire will be billed 50 percent (50%) of the actual payroll costs for the firefighter.

DEFINITIONS

Collective Bargaining Agreement (CBA) – An agreement negotiated between employers and a group of employees aimed at reaching agreements to regulate working conditions. The interests of the employees are commonly presented by representatives of a trade union to which the employees belong.

Employee (Labor) Agreement (EA) – An agreement negotiated between employers or elected officials and a group of employees that regulate working conditions. The interests of the employees are commonly presented by representatives of an employee association or other recognized body.

CBA/EAs must be signed by a department's governing parties, including Labor/Union representative as well as the Fire Chief. FSOs must provide IDL with a current copy of the full agreement to be eligible for reimbursement.

C. Single Resource- Operated and Unoperated agreement holders may send out single resource personnel, when doing so they will be paid as follows:

1. Volunteer or Part-time Firefighters:
 - a. When VFD personnel are mobilized as single resources under this agreement, the rate of pay shall not exceed the current USFS AD Pay Plan for the position listed on the Resource Order.
 - b. When VFD personnel are mobilized as single resources under this agreement in a "trainee" position, rate of pay shall not exceed one classification lower than the qualified rate listed in the current USFS AD Pay Plan for the position listed on the Resource Order. *Example: The rate for a qualified Task Force Leader (TFLD) is Classification Level AD-H; the trainee rate of pay shall not exceed Classification Level AD-G.*
 - c. Reimbursement for personnel time shall be for actual hours worked as reflected on the Crew Time Report (SF-261) or Incident Time Report (OF-288) and approved at the incident.
2. Full-time Career-staff Personnel:
 - a. When single resource career-staff personnel are mobilized, payroll costs shall be reimbursed in accordance with the terms and conditions of their agreement.
 - b. Departments without a CBA/EA shall use their department rates or the current USFS AD Pay Plan for the position listed on the Resource Order. Reimbursement for personnel time shall be for actual hours worked reflected on the Crew Time Report (SF-261) or Incident Time Report (OF-288) approved at the incident.

3. QUALIFICATION AND CERTIFICATION REQUIREMENTS

Local FSO resources operating within their jurisdiction are responsible for establishing and meeting their own local standards. When being mobilized for extended attack on wildfire incidents, all equipment and personnel must meet and follow the National Wildland Coordinating Group (NWCG) standards. Certification should take place preseason so that any issues can be addressed. It is the responsibility of the FSO Fire Chief, or their designee, to ensure resources meet all minimum requirements. All equipment and personnel training and experience must be certified/verified by the FSO Chief or their designee as meeting the requirements and standards of the agreement.

There are Two acceptable systems for wildland certification:

1. National Incident Management System Wildland Fire Qualifications System Agreement, PMS 310-1, published by the National Wildfire Coordinating Group, [NWCG Standards for Wildland Fire Position Qualifications | NWCG](#).
2. Alternative Pathways- Recognition of prior learning (RPL), NWCG position endorsements, and the National Fire Academy (NFA) Structural Fire Skills Crosswalk are methods for attaining NWCG PMS 310-1 positions outside of the qualification pathway through formal processes and recognized programs. Use of these processes and programs are determined by each agency independently and only apply to positions identified in the NWCG PMS 310-1. The use of these alternate pathways ensures the critical knowledge and skills needed to perform on wildland fire incidents is attained while increasing response capacity through a shortened path to qualification. For detailed information see: [Alternative Pathways to NWCG Qualification | NWCG](#)

A. Position Task Books

Position Task Books are required for all wildland fire positions listed in the PMS 310-1. FSO Fire Chiefs or their designee may initiate any task book but can only certify task books for wildland FFT2 and FFT1. When Position Task Books are initiated for Single Resource positions, a copy of the completed Position Task Book cover page for FFT2 and FFT1 with supporting documentation for training, experience, and qualification records shall be provided to IDL for the individual's training records and entry into Incident Qualification System (IQS). Training records shall be sent to the host IDL district for review prior to being forwarded to the Bureau of Fire Management in Coeur d'Alene, where all red carded training certificates and position task books are maintained.

B. Incident Qualification Cards (Red Cards)

Incident Qualification Cards are required when working on wildland fire incidents under the terms of this agreement. Incident Qualification Cards for FFT2 and FFT1 will be issued by the FSO Fire Chief or their designee to persons in their district/department that meet all qualifications, including Annual Fireline Safety Refresher (RT-130) and NWCG fitness requirements. Incident Qualification Cards for single resource positions **must be issued by the IDL Bureau of Fire Management**. Qualification Cards (Red Cards) issued by private contractors will not be recognized.

For positions listed in the PMS 310-1 that require an EMS license, i.e., Medical Unit Leader (MEDL), a copy of the cover letter from the Idaho EMS Bureau that grants the licensing and includes the license information shall be provided to IDL when initiating the Position Task Book and updated as necessary.

Personnel utilized for structural protection (only) on wildland incidents need to be trained to meet NFPA standards for their respective structural firefighting positions. This includes personnel staffing Type 1 or Type 2 structure engines. Qualifications for these positions will be certified by the FSO Fire Chief or their designee. Wildland Fire qualification cards (Red Cards) are not required.

FSOs with IQS MOUs will adhere to the agreed upon terms and conditions within that MOU. See Appendix 1- Standard Operating Procedures for Entering into a Memorandum of Understanding for Managing Incident Qualifications.

4. PERSONNEL AND EQUIPMENT STANDARDS

A. Personal Protective Equipment (PPE) Standards

It is required that all individuals who engage in fire suppression activities, under this Agreement, have and use appropriate Personal Protective Equipment (PPE). A list of required PPE for unique equipment is provided in this Agreement. PPE and other gear shall not be replaced with suppression funds, the exception are those items that have been approved through the **Incident Replacement/Claims** process.

B. Equipment Standards and Typing

All equipment shall meet the NWCG Standards for Wildland Fire Resource Typing, PMS 200 as well as meet federal, state, and agency requirements for motor vehicle safety standards, including all Gross Vehicle Weight Rating (GVWR) when fully loaded.

C. Standard Staffing

Staffing for equipment is determined by the capacity of the equipment and the number of personnel needed to effectively operate the equipment. NWCG minimum staffing standards are required to be met for all equipment types all the time, however IDL recognizes that FSOs may have requirements or needs to staff equipment with additional crew members that are above the minimum requirements. In this scenario, with IDL approval, FSOs will be able to set their "Maximum Staffing" levels to accommodate their internal staffing requirements.

When staffing levels exceed the approved "maximum staffing" listed within the FBS rate agreement, the additional staff must be approved prior to mobilization and must be identified on the resource order. *Example: NWCG Minimum Staffing for a Type 6 engine is two people, FSOs requirement is three and notes that on their agreement. FSO has an opportunity to bring a trainee, now the staffing is four, FSO must get approval for fourth person prior to mobilization.*

D. Conditions of Equipment

Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with the Terms of this agreement, may be rejected by the incident. No reimbursement will be made for rejected equipment.

E. Equipment Complement and Inventory

For the required complement, see Appendix 2- Standard Equipment Classifications and Personnel Requirements. At the time of hire, the FSO shall provide a complete inventory of the firefighting accessories on the vehicle. A copy of the inventory shall be provided to the inspector and the procurement unit each time the vehicle is hired or reassigned to an incident.

F. Commercial Driver's License

It is recommended, but may not be required, that FSOs accepting assignments outside the state of Idaho with equipment that is over 26,000 lbs. Gross Vehicle Weight (GVW) or has air brakes, have drivers with an Interstate Commercial Driver's License (CDL) and all applicable endorsements. An incident may demobilize a resource if the operators do not have the applicable license and endorsements to satisfy the requirements of a particular state.

G. Department of Transportation (DOT) Inspections

It is recommended, but may not be required, that FSOs accepting assignments outside the state of Idaho with a piece of equipment over 10,000 lbs. GVW and have a DOT Equipment Inspection on all vehicles. An incident may demobilize a resource if the equipment does not have this inspection to satisfy the requirements of a particular state.

H. Tank Baffling

The water tanks must be equipped with partitions that reduce the shifting of the water load. Engines and water tenders shall have the water tank baffled in a manner that conforms to the NFPA Standards for Mobile Water Supply Apparatus, the American Society of Mechanical Engineers standards, or other industry-accepted engineering standards.

I. Gross Vehicle Weight

Fully loaded water handling equipment (including operators and accessory equipment) must conform to manufacturer's GVWR. This includes balancing the load in a manner that all axle weights comply with the manufacturer's gross axle weight rating. Certification will require the unit to be fully loaded, with the FSO providing weight tickets for the load from a certified scale. The weight tickets will be by individual axle weight. An exception to the GVW requirements may be made for Type 1 Tenders, designed for off-highway construction where the GVW is less than the GVWR.

5. EMERGENCY MEDICAL SERVICES (EMS) EQUIPMENT AND PERSONNEL REQUIREMENTS

EMS providers must arrive at incidents with "Minimum Equipment Standards" as set forth by the Idaho EMS Bureau, in accordance with the providers EMS license. Medical supplies used on the incident shall be restocked at the incident, or the cost of the supplies will be added to final invoice at time of billing. Reimbursement of medical supplies not replaced at the incident must be billed at actual replacement cost. **See Incident Replacement.** NWCG recommended items are not required but may be requested by the host agency at the time of mobilization.

When hired to work on the fireline, personnel must meet minimum standards for NWCG Basic Firefighter (FFT2).

A. Ambulances

When ordering an Ambulance, the Resource Order must specify whether ordering a Type 1 Advanced Life Support (ALS), Type 3 Intermediate Life Support (ILS), or Type 3 Basic Life Support (BLS) Ambulance. The license level of staffing must match the equipment ordered.

1. Personnel and Staffing Licensure Requirements

Type 1	Ambulance (ALS Transport) – 1 Paramedic, 1 EMT
Type 3	Ambulance (ILS Transport) – 1 AEMT, 1 EMT
Type 3	Ambulance (BLS Transport) – 2 EMTs

The minimum staffing listed above is for wildland fire incidents and meets or exceeds the minimum standard for licensing in the state of Idaho. If an incident requests a specific license level for personnel, it will be documented on the Resource Order.

If the ambulance crew exceeds work/rest guidelines while transporting a patient to a medical facility, the crew may seek lodging after delivering the patient to said facility. Cost for lodging shall be reimbursed by the incident but must be authorized in writing by the Incident Commander, their designee, or host agency. When ordered for 24-hour shift coverage, a second crew must be ordered to meet work/rest requirements.

2. Patient Care and Transports

When ambulances are under hire and assigned to an incident, patient transports are included in the established hourly rates. When transporting a patient from an incident to a medical facility, they are still under hire by the incident and shall not bill the patient. Medical transports shall be documented on an Emergency Equipment Shift Ticket OF-297.

If the ambulance transports individuals other than those assigned to the incident, the transporting agency shall follow their standard billing procedures. The incident shall not be responsible for personnel or equipment costs for such transports, including medical supplies or equipment used. A negotiated reduction in payment shall be made at the incident for the timeframe in which the ambulance was not available to the incident. Time for said transports must be documented.

Patient care reporting shall follow the standard procedures in accordance with the Idaho EMS Bureau.

It is the responsibility of the licensed EMS Provider at the incident to make arrangements for the Patient Care Integration Agreement with the local EMS Jurisdiction.

B. Single Resource EMS Providers

Single resource EMS provider vehicles must be off-road 4x4 vehicles capable of maneuvering steep, rocky terrain. For Agency Owned Vehicles (AOV) see ICMA rates, for reimbursement. If a rental vehicle is authorized, refer to Rental Vehicles for reimbursement procedures.

ALS, ILS and BLS Kits are paid an hourly rate.

Vehicle and kit use shall be documented on an Emergency Equipment Shift Ticket OF-297.

C. ALS Medical Trailers

Medical trailer staffing level shall meet the minimum requirements as an ALS Ambulance.

Vehicle used to transport the medical trailer, to/from the incident, is included in the rate of the trailer. A separate Resource Order is not required, as they are a single unit. Once at the incident, if the vehicle is hired for another use, it must be authorized on a separate Resource Order (RO).

- Medical trailer operating supplies, i.e., electricity, propane, potable water, will be provided at the incident or reimbursed at actual cost (receipts required for reimbursement, RO not needed).
- The incident will provide disposal of grey and black water.
- For other supplies not replaced at the incident, see Incident Replacement.
- Medical Trailer use shall be documented on an Emergency Equipment Shift Ticket OF-297.

D. Requirements for Check-in at Incident

EMS resources shall provide the IMT or host agency the following:

1. Letter from the EMS provider's Medical Director giving them authority to work on the wildland fire incident outside their home jurisdiction. The letter should include any restrictions, if applicable.
2. Copy of EMS License for personnel.
3. Copy of Agency License and Cover Letter, if applicable, for EMS agency.
4. Qualification (Red) Cards issued by IDL shall not include EMS license levels, as IDL does not have the authority to do so. Individuals shall provide a copy of their EMS license at check-in.

5. EMS providers must furnish medical supply inventory upon arrival at the incident and maintain minimum equipment standards established by the Idaho Department of Health and Welfare, EMS Bureau, throughout the deployment and for reimbursement purposes at the end of the incident.

6. MOBILIZATION

A. Standard Fire Mobilization

Resource Orders will typically be generated by the interagency dispatch center responsible for the support of an incident. The dispatch center will go through the usual resource procurement process to fill the order. If an FSO resource is used to fill the order, the FSO will provide the dispatch center the detail of equipment unique identifier and names of personnel being mobilized. This information will be input into IROC at the dispatch center for tracking purposes. A Resource Order which includes Resource Order number, incident name and location, responsible agency, reporting location, date and time needed, and other pertinent information will be sent, by fax or email, to the FSO office. A copy of the Resource Order must accompany the resource when checking in at the incident. The FSO will ensure a copy of the Resource Order has been sent to their local IDL office for tracking purposes.

B. Disaster Declaration Mobilization

State, County, and Local government agencies can request assistance for resources (in the form of a Request for Assistance (RFA) through the Idaho Office of Emergency Management (IOEM) once a disaster declaration has been made at the associated level (county and state declarations, or a state declaration for state agencies). Once a RFA has been made, IOEM will issue a Mission Assignment to ESF4 (IDL is the primary coordinator) for the requested resources. If the Mission Assignment is accepted, the ESF4 coordinator will fill the request through normal interagency dispatching procedures.

C. Travel to/from Incidents

All resources under the control of the incident or incident agency will follow incident agency requirements when staying at incident base or other location. Individuals are not automatically entitled to stay in a hotel/motel, eat meals at restaurants, or claim per diem. When resources are required to be self-sufficient, they must have written approval (typically documented on the RO) from the IMT or host agency and is required for reimbursement. Individuals who deviate from incident agency requirements will not be reimbursed for unauthorized expenses. Most incidents utilize a base camp to provide for resource needs through the use of a caterer, local restaurants, other food providers and issuance of a sleeping bag.

FSOs must be able to make their own travel arrangements when applicable and shall not assume dispatch centers will make arrangements, however there may be cases where they have the capacity to do so.

See ICMA Reference on Travel and Per Diem

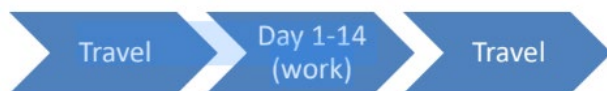
D. Check-In at Incident

When checking into the incident it is important to have all the needed documentation. See ICMA Reference for Mobilization/Demob Checklists.

E. Length of Assignment

When mobilized under this agreement, FSO personnel should be prepared for a 14-day assignment, excluding travel days. Depending on the incident location, one or more days may be necessary for travel, increasing the total assignment time. When assignments are extended, the process will be in accordance with the NWCG Standards for Interagency Incident Business Management (SIIBM), Chapter 10. If provided paid days off at an incident to extend, documentation with approvals must be provided for reimbursement. Length of assignment is defined and illustrated in the SIIBM (Chapter 10) as:

“Standard assignment length is 14 days, exclusive of travel from and to the home unit...”



F. Demobilization from Incident

During demobilization ensure the Finance Section provides the FSO with original documentation required for reimbursement. This includes the original Incident Time Report OF- 288, Emergency Equipment Shift Ticket OF-297, and Emergency Equipment Use Invoice OF-286. When OF-288's are not provided at the incident, original Crew Time Reports (CTR) SF-261 shall be returned to the FSO. See ICMA Reference for Mobilization/Demob Checklists.

7. TIME KEEPING

Personnel time for resources with an **Unoperated Agreement** will be documented on a CTR or combined Emergency Personnel and Equipment Shift Ticket (available from the Coeur d' Alene Interagency Fire Cache, CDK) and recorded on an Incident Time Report, OF-288. Original OF-288 shall be given to the FSO at demobilization. Equipment time will be documented on an Emergency Equipment Shift Ticket, OF-297, or a combined Emergency Personnel and Equipment Shift Ticket (available from CDK) and recorded on an Emergency Equipment Use Invoice OF-286. Original documents shall be given to the FSO at demobilization.

Equipment time for resources with an **Operated Agreement** will be documented on an Emergency Equipment Shift Ticket, OF-297, or a combined Emergency Personnel and Equipment Shift Ticket (available from CDK) and recorded on an Emergency Equipment Use Invoice OF-286. Original documents shall be given to the FSO at demobilization.

All time will be recorded in military time and rounded to the nearest half hour.

Personnel hours worked in excess of 16 must have written approval from the Incident Commander (IC), as per NWCG Standards for Interagency Incident Business Management (SIIBM).

When digital documentation practices are used by an incident, FSO shall be provided digital copies of their signed documentation prior to demobing.

All payments to Fire Service Organizations are made through their local IDL Area/District/Association office. It is imperative that all original (signed) payment documentation accompany the FSO back to their home unit.

A. Hourly Equipment Rate

Equipment does not take a meal break, therefore shall be paid from the start of the shift until the end of shift for each day, regardless of personnel hours.

When FSO equipment is transported to/from an incident via heavy equipment transport (not being driven) the equipment rate will be reduced by one-half. FSOs utilizing this option must notify ordering incident and receive approvals for associated transportation costs e.i, chase rigs, transport service, etc. When approved FSO will be reimbursed for applicable transport costs.

See ICMA References for current equipment rates.

B. Double Shift

Double shift is defined as being staffed with two operators or two crews (one per shift). Incident Management Team (IMT) personnel at the Section Chief level, or host agency, may authorize a second operator/crew. In order to be compensated for two operators/crews, a resource order is required. *It is a rare occasion that an operator or crew is required to work a double shift without rotating personnel. This will not be paid unless authorized in writing by the Incident Commander.*

C. Crew Swaps/Rotations

Departments should not rotate personnel prior to the end of the 14-day assignment except in emergency circumstances. Crew swaps or rotations will be coordinated through the IMT or host agency and processed through the interagency dispatch system.

Compensation for expenses associated with rotations will be at the FSO's expense unless authorized in writing by the IMT or host agency. When rotating crews, incoming and demobing, crew members must work with the IMT and host agency to ensure proper tracking of work/rest.

The cost of crew rotation/swaps (payroll and travel expense) at the request and or approved by incident will be reimbursed to the FSO. See ICMA Reference for Crew Swap Form.

D. Extensions

The incident may request to keep resources longer than 14 days. Assignment Extension procedures as defined in the National Mobilization Guide and SIIBM will be followed. The cost of crew rotation/swaps (payroll and travel expense) at the request of the incident will be reimbursed to the cooperator.

E. Rest and Recuperation (R&R)

Personnel are entitled to two (2) days off following **return** to their home unit from a 14-day assignment, exclusive of travel, according to Chapter 10 of the SIIBM guidelines.

1. When returning from a 14-day assignment FSOs may seek reimbursement (personnel only) for two (2) paid days off if the following criteria is met:
 - A. Employees must be a regularly scheduled department employees.
 - B. These day(s) must occur on the two (2) calendar day(s) immediately following return travel and must fall on regularly scheduled workdays.
 - a. If days off fall on two regularly scheduled workdays, then both days can be reimbursed.
 - b. If days off fall on day two (2) of the regularly scheduled workdays, then only one paid day will be reimbursed.

For consistency and ease of auditing, FSOs seeking reimbursement R&R will be reimbursed for their regularly scheduled Shift hours or backfill but not both.

Shift Calendars/Schedules are required for reimbursement.

2. For **R & R that occurs in place** at the incident, due to an extension, FSOs will be reimbursed in accordance with the terms below:
 - A. If applicable, FSOs will be reimbursed for per diem and lodging as well as the costs of previously rented and authorized rental vehicles.
 - B. The maximum (daily) reimbursable time for equipment during R&R In Place is 8 hours.
 - C. For permanent full-time/regularly scheduled department employees:
 - a. If R&R falls on off-duty days, a maximum of 8 hours per day will be reimbursed.
 - b. If R&R falls on regularly scheduled workday(s), FSOs will be reimbursed for their regularly scheduled shift hours or backfill but not both. Volunteer, supplemental or part-time (seasonal) employees may seek reimbursement for 8 hours of R&R In-Place.
 - D. Operated agreement holders may seek reimbursement for 8 hours of R&R In-Place (daily).

When the firefighter is provided days off during the incident and extends for another 14 days (i.e., 14 days of work, 2 days off, 14 days of work, exclusive of travel), and when the entire assignment covers 30 days, then the employee will be entitled to an additional two (2) days off upon return to the home unit (so long as days off occur on regularly scheduled work days).

Shift Calendars/Schedules are required for reimbursement.

F. Rental Vehicles

Use of rental vehicles while assigned to an incident must be authorized by the incident agency and documented on a Resource Order. For rentals procured by the FSO, an itemized receipt from the rental company is required prior to reimbursement. Use of the vehicle must be documented on an Emergency Equipment Shift Ticket OF-297.

If assigned an USFS contracted NERV Rental, it is the FSOs responsibility to adhere to any rules and regulations associated. IDL is not to be held responsible for NERV rentals and FSOs cannot seek reimbursement as costs associated are covered by the USFS contract. If damages occur under the rental of a NERV vehicle and the FSO is at fault, those costs shall be at the FSOs expense.

Fuel costs expended by the FSO associated with authorized rental vehicles are reimbursable to the FSO.

G. Other Equipment Rate Determination

When an FSO has unique items or equipment not included in this publication, the local IDL Area/District/Association office will work in cooperation with the IDL Fire Business Program to determine a rate. Rates shall be negotiated on a case-by-case basis.

H. Equipment Refurbishment

Refurbishment time (time to bring equipment back to as state of readiness) will be

allowed but cannot exceed two (2) hours. This applies to both Operated and Unoperated Agreement holder. For Unoperated this applies to both personnel and equipment rates.

I. Operating Supplies

FSO equipment will be reimbursed for fuel and operating fluids (transmission fluid, Diesel Exhaust Fluid (DEF), etc.) as required by manufacturer for safe operation of equipment during an assignment. Costs will be reimbursed with proper documentation (e.g., detailed receipt). Normal wear and tear maintenance will be the FSO's responsibility, as the rates for equipment are calculated to cover costs.

J. Foam Units

The amount of foam used at an incident must be documented daily on the Emergency Equipment Shift Ticket (OF-297) and have appropriate approvals. If the foam available at the incident, or by host agency, is not compatible with FSO equipment, the FSO may be reimbursed upon return to the home unit. If replacing at the home unit, the incident must approve an Incident Replacement Requisition (OF-315). Refer to SIIBM, Chapter 30.

K. Incident Replacement

Incident replacement shall be in accordance with SIIBM, Chapter 30. The incident agency should limit replacement to those items that are consumed, lost, damaged, or rendered unserviceable during the incident. These items can be replaced at the incident, or the incident can approve an Incident Replacement Requisition (OF-315) for replacement of items by a cache or at the home unit.

EMS providers must arrive at incidents with "Minimum Equipment Standards" as set forth by the Idaho EMS Bureau, in accordance with the providers EMS license. Medical supplies that are unable to be restocked at the incident will be replaced by the FSO back at their home unit and the actual cost of the supplies, accompanied by proof of purchase, will be added to the final invoice at time of billing. NWCG recommended items are not required but may be requested by the host agency at the time of mobilization.

A Supply RO is required for all items being replaced at the home unit. Individual/Itemized S-numbers (S#s) for medical supplies are not required by IDL for approval of reimbursement, S# generation is dependent upon IMT practices and communication with the issuing dispatch center.

L. Claims

Equipment furnished under this agreement may be operated in and subjected to extreme environmental and/or strenuous operating conditions. These could include but are not limited to unimproved roads; steep, rocky, hilly terrain; dust; heat; and smoky conditions. As a result, by entering into this agreement, the FSO agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

All claims for lost or damaged equipment should be properly reported and documented through the Finance Section at the incident. If a claim is made after returning to the home unit, the host agency must approve the claim in writing.

Depending on the type of claim, follow the NWCG Standards within Chapter 30 and or 70 of the SIIBM.

A Supply Resource Order and appropriate approval documentation is required

prior to reimbursement.

M. Agency Owned Support Vehicles

Agency Owned Support Vehicles (AOV) and or chase trucks to allow for maximum staffing levels ARE NOT automatically authorized and must be authorized on the resource order prior to seeking reimbursement. Time must be documented daily on the Emergency Equipment Shift Ticket (OF-297) to be reimbursed.

This also applies to privately-owned (POV) and rental vehicles.

N. Repairs

No further payment will accrue during any period that equipment is not in a safe or operable condition. Payment will be based on the hours the resource was operational during the assigned shift. Personnel are entitled to a eight hours in pay status while equipment is being repaired.

For repairs as a result of incident operations, FSOs must immediately file a claim (**See Claims**) at the incident to document the situation. IDL will need an official approval from the host agency prior to reimbursement of any equipment and personnel time down time as described above.

O. Tires

Tire load ratings should be in accordance with the vehicle GVWR. Tire replacement on an incident is in accordance with the published Geographic Area's Coordination Center (GACC) guidance and or the host incidents business guidelines. Standard Incident Replacement terms are applicable.

8. FSO REQUIREMENTS FOR REIMBURSEMENT

Payments for all FSO resources mobilized under the terms of this agreement are transacted through IDL. The IMT, or host agency, must complete the normal timekeeping functions for the FSO while assigned to the incident. See Appendix 3- ICMA Standard Incident Payment Terms.

For those FSOs that have entered into agreements with neighboring state or federal agencies for initial attack, mutual aid, or other fire protection services, payment will be processed through the respective agencies.

- A.** All invoices/bills MUST be submitted through the online Gold's Fire Business System (FBS). FSOs entering into an ICMA will be required to be an established user within FBS.
 - Refer to FBS Billing Guide for IDL ICMA Holders for step-by-step billing procedures.
 - Other FBS training materials and how to videos are uploaded to IDL's public website at www.idl.idaho.gov
- B.** Invoices/Bills must be submitted clean and accurate to the State within 45 days of return to the Home Unit. Invoices received outside this timeframe may be refused.
- C.** All required and applicable supporting documentation must be scanned and uploaded into FBS.
- D.** When applicable, per diem reimbursements shall be in accordance with the Idaho State Board of Examiners and Idaho Department of Lands policies and procedures. When FSO policy differs, reimbursement will be in accordance with their policy.
- E.** Reimbursement for backfill will only be for the shifts that the mobilized employee was

scheduled to work at their home unit. Reimbursement shall be for the backfill costs only, while the costs of the mobilized employee for the same shift are not reimbursable. Shift calendars must be provided as supporting documentation within FBS when seeking reimbursement for backfill.

EXAMPLE for billing backfill:

If an employee is brought in on a regularly scheduled day off to cover the shift of the mobilized employee, IDL will pay the costs for that individual. The costs for the mobilized employee are covered by the FSO.

EXAMPLE:

	Mobilized Firefighter 1 John Doe	Backfill Firefighter 2
Day 1: John Doe is mobilized to Big Ben Fire. He is scheduled to work at the fire	Incident does not reimburse for these payroll costs.	Incident is billed for these payroll costs.
Day 2: John Doe is on assignment Big Ben Fire. This is his scheduled day off.	Incident is billed for these payroll costs.	
Day 3: John Doe is on assignment to Big Ben Fire. This is his scheduled day	Incident is billed for these payroll costs.	
Day 4: John Doe is on assignment at Big Ben Fire. This is a scheduled work day at the fire station.	Incident does not pay for these payroll costs.	Incident is billed for these payroll costs.
Day 5: John Doe is demobilized from Big Ben Fire. This is a scheduled day	Incident is billed for payroll costs to point of return to	

- F. Administrative Fees are also billed through FBS and shall not exceed 5%. No admin fee will be given for damage claim billing documents.
- G. All billing documents are required to be submitted clean and accurate, therefore IDL reserves the right to deny the admin fee if the billing document is rejected by IDL, regardless of the severity of the issues.
- H. Please submit all FBS questions/issues to firebusiness@idl.idaho.gov including requests for new users.

Idaho Cooperative Mobilization Agreement (ICMA)
Standard Operating Procedures for Entering into a Memorandum of Understanding for Managing Incident Qualifications

A. PURPOSE

The purpose of this standard operating procedure (SOP) is to outline the processes for Idaho Fire Service Organizations (FSO) with active Idaho Cooperative Mobilization Agreements (ICMA) to enter into a Memorandum of Understanding (MOU) with the Idaho Department of Lands (IDL) for the sole purpose of updating and viewing the wildland fire training and qualification records for their members, (per National Wildland Coordinating Group Standards), within the IDL Incident Qualification System web-based software (IQS) when operating outside of their jurisdiction.

This provides both the FSO and IDL with ready access to current qualification data that is needed for dispatching FSO resources to wildland incidents.

Refer to the ICMA for additional terms and conditions.

B. EXCEPTION AUTHORIZATION

Exceptions to this SOP may be granted by IDLs Training and Safety Specialist or Chief, Bureau Fire Management.

C. PROCEDURES

IDL District/Timber Protection Association Fire Wardens (Warden) oversee the process for FSOs seeking a MOU with IDL to access IQS. The process is as follows:

Step 1: Request Submission

The FSO must submit a letter to the Warden of their local IDL District/Association explaining their need for IQS access. With that letter, they will need to provide a copy of their training policy/standards, contact details for their department, and identify the personnel requiring IQS access.

Step 2: Review Process

The Warden then forwards the FSOs documentation to the IDL Fire Training and Safety Specialist for evaluation.

Step 3: Evaluation and Recommendation

The IDL Fire Training and Safety Specialist reviews the documentation and advises the IDL Fire Bureau Chief. If the recommendation is positive, the Fire Training and Safety Specialist drafts an MOU for signing by the FSO Fire Chief and the IDL Fire Bureau Chief. See MOU for agreement terms between both parties.

FSOs without the proper policies, procedures and MOU in place must use IDL to manage the qualification and certification of their members.

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Step 4: Training Coordination

The Warden collaborates with the FSO Fire Chief and IDL Fire Training and Safety Specialist to organize IQS training.

Step 5: User Profile Creation

Upon completion of training, the IDL Fire Training and Safety Specialist sets up IQS user profiles for the FSO.

Step 6: Review and Audit

The Warden conducts periodic reviews/audits of IQS and the FSO's training records to ensure compliance and effectiveness.

IDL reserves the right to audit training and experience records and if the FSO is found to be deficient, the MOU may be terminated at any time.

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Standard Equipment Classifications and Personnel Requirements

1. Equipment Classifications and Required Complements

All equipment shall meet the NWCG Standards for Wildland Fire Resource Typing, PMS 200 as well as meet federal, state, and agency requirements for motor vehicle safety standards, including all gross vehicle weight rating (GVWR) when fully loaded.

It is agreed that the hiring agency (or incident) may inspect the equipment and the appropriate training records upon arrival at an incident. Equipment determined, at the time of check-in or inspection, to be not in safe and operative condition or not compliant with the Terms of this agreement, may be rejected by the incident. No reimbursement will be made for rejected equipment.

Refer to the full ICMA for the Terms associated with equipment standards.

A. Engine Classification and Complements

	Engine Classification						
	Structural		Wildlan				
Requirements	1*	2*	3	4	5	6	7
Tank Minimum Capacity (gal)	300	300	500	750	400	150	50
Pump Minimum Flow (GPM)	1,000	500	150	50	50	50	10
At rated pressure (PSI)	150	150	250	100	100	100	100
Hose, 2 ½" (feet)	1,200	1,000	--	--	--	--	--
1 ½" (feet)	500	500	1,000	300	300	300	--
1" (feet)	--	--	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	--	--	--	--	--
Master Stream 500 gal/min.	Yes	--	--	--	--	--	--
Pump and Roll	--	--	Yes	Yes	Yes	Yes	Yes
Maximum GVWR (lb.)	--	--	--	--	26,000	19,500	14,000
Personnel (minimum)	4	3	3	2**	2**	2**	2**
* Type 1 and 2 Structural Engines must also meet minimum equipment and PPE specifications of NFPA 1901, Standard for Automotive Fire Apparatus. ** Type 4 through 7 Engines may be ordered with an additional crewmember at the request of the host agency.							

1. Type 4 through Type 7 Engines shall be able to prime and pump water from a 10-foot lift. A portable volume pump with a minimum capacity to pump 100 gallons per minute is acceptable.

2. Required Engine Complement (or as required by NWCG):

- 2 each – Nozzles, combination fog/straight stream, 1" National Pipe Straight Hose (NPSH) female
- 2 each – Nozzles, combination fog/straight stream, 1 ½" National Hose (NH) female
- 20 feet – Suction hose with strainer or screened foot valve

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- 2 each – Shovels, size 1
- 2 each – Pulaski
- 1 each – Spanner wrench, combination 1" – 1 ½"
- 2 each – Gated wyes, 1 ½", NH
- 4 each – Reducers, 1 ½" NH female to 1", NPSH male
- 2 each – Increasers 1" NPSH female to 1 ½" NH male
- 1 each – Double male 1 ½" NH
- 1 each – Double female 1 ½" NH
- 2 each – Adapters 1 ½" NH female to 1 ½" NPSH male
- 2 each – Adapters 1 ½" NPSH female to 1 ½" NH male
- 1 each – Fire hose clamp
- 1 each – First Aid Kit (5 person)
- 1 each – Five (5) gallon container, or equivalent, for drinking water
- 1 each – Set of three (3) reflectors
- 1 each – Fire extinguisher (5 lb. or better)
- 1 each – Set of wheel chocks (meets industry standards)
- 1 each – Pump for water fill or have drafting capability
- 300 feet – Hose, synthetic ¾" – 50 foot sections
- 300 feet – Hose, 1" NPSH
- 300 feet – Hose, 1 ½" NH
- 4 each – Reducer, 1" NPSH to ¾" hose
- 2 each – Adjustable nozzles, ¾"
- 1 each – Mop-up wand, ¾" receptor for hose
- 4 each – Gated wye, ¾"
- 5 each – Inline ball valves, ¾"
- Fuel to operate pump and engine for 12 hours (minimum five (5) gallons)

B. Tactical and Support Water Tender Equipment Minimum Standards and Typing

Requirements	Water Tender				
	S1	S2	S3	T1	T2
Tank capacity (gal)	4,000	2,500	1,000	2,000	1,000
Pump minimum flow	300	200	200	250	250
At rated pressure (psi)	50	50	50	150	150
Maximum refill time	30	20	15	--	--
Pump and Roll	--	--	--	Yes	Yes
Personnel (minimum)	1	1	1	2	2

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1. Support Water Tenders may be ordered with an additional crewmember at the request of the host agency. FSO must adhere to the Standard Staffing as outlined in the ICMA.
2. All water tenders shall be able to prime and pump water from a 10-foot lift. Portable volume pump with a minimum capacity to pump 100 gallons per minute is acceptable.
3. A Support Water Tender is intended for use in support of fire suppression activities, water transfer, unloading into port-a-tank or engine, and dust abatement. When spray bars are required by an incident it should be specified at time of order. If required to work on or near the fireline, personnel must meet fireline qualifications or be escorted by someone who does.
4. Tactical Water Tenders may be used in direct fire suppression missions such as pumping hose lays, live reel use, running attack, and use of spray bars and monitors to suppress fires. Spray bars may be required by an incident, in such cases, it should be ordered with those specifications.

5. Personnel Training, Qualification, and Fitness Standards

Classification*	Physical Fitness Test	Fireline Safety Refresher	Personal Protective Equipment
Support Water Tenders (1)	No	Yes	Yes
Tactical Water Tenders (2)	Arduous or NFPA 1001 or 1500	Yes	Yes
Engines, Types 1 and 2 (3)	Light or NFPA 1001 or	Yes	Yes
Engines, Type 3-7 (4)	Arduous or NFPA 1001 or 1500	Yes	Yes
(1) Support Water Tenders will <u>not</u> be used for direct fire suppression activity. (2) Must be fireline-qualified. (3) Need to meet the requirements of NFPA 1001, Standard for Firefighter Professional Qualifications, and NFPA 1021, Standard for Fire Officer Professional Qualifications. (4) Single Resource Boss (Engine) required. (5) Annual Fireline Safety Refresher Training is required for all personnel participating in fire suppression activities who may be subject to assignments on the fireline. Refresher training shall minimally consist of fire shelter purpose and use, practice deployments, and any pertinent fire safety related topics such as: Fire Orders and Watch-Out Situations; Lookouts, Communications, Escape Routes, and Safety Zones (LCES); Look Up, Look Down, and Look Around.			

6. Tactical Water Tender Required Complements

- 1 – Nozzle, combo fog/straight stream, 1 ½” NH Female
- 1 – Nozzle, 1½-inch NH Female Class A Foam min. 20 GPM at 100 PSI
- 1 – Double Male, 1 ½” NH

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- 1 – Double Female, 1 ½" NH
- 1 – Gated Wye, 1 ½" NH
- 2 – Reducer, 2 ½" NH Female to 1 ½" NH Male
- 1 – Reducer, 1 ½" NH Female to 1" NPSH Male
- 2 – Adapter, 1 ½" NH Female to 1 ½" NPSH Male
- 2 – Adapter, 1 ½" NPSH Female to 1 ½" NH Male
- 1 – Spanner Wrench, combination 1 ½" to 2 ½"
- 1 – Adjustable Hydrant Wrench
- 1 – Fire Hose Clamp, 2 ½"
- 200' – 1 ½" Hose cotton/synthetic, NH thread
- 50' – 2 ½" Hose cotton/synthetic, NH thread
- 20' Suction hose with strainer or screened foot valve
- Live Hose Reel, min. of 100' of 1" hose non-collapsible with 3/4" inside diameter
- 1 – 2 ½" Discharge Outlet, NH thread
- 2 – 1 ½" Discharge Outlet, NH thread
- 1 – 4" Gravity Dump valve on rear of tank
- 1 – 2½" Valve at bottom of tank with NH threads
- 10 – Fusee (fire starter)
- 2 – Shovel – Size 0 or 1
- 2 – Pulaski
- 1 – First Aid Kit (5 person)
- 1 – Set of three (3) reflectors
- 1 – Fire extinguisher (5 lb. or better)
- 2 – Portable hand lights
- Wheel Chocks (meets industry standards)
- Fuel to operate pump and engine for 12 hours (minimum five (5) gallons)

7. Support Water Tenders Required Complements

- 1 – Nozzle, combo fog/straight stream, 1 ½" NH Female
- 1 – Double Male, 1 ½" NH
- 1 – Double Female, 1 ½" NH
- 1 – Gated Wye, 1 ½" NH
- 2 – Reducer, 2 ½" NH Female to 1 ½" NH Male
- 1 – Reducer, 1 ½" NH Female to 1" NPSH Male
- 1 – Adapter, 1 ½" NH Female to 1 ½" NPSH Male
- 1 – Adapter, 1 ½" NPSH Female to 1 ½" NH Male
- 1 – Spanner Wrench, combination 1 ½" to 2 ½"
- 1 – Adjustable Hydrant Wrench
- 1 – Fire Hose Clamp, 2 ½"

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- 100' – 1 ½" Hose cotton/synthetic, NH thread
- 50' – 2 ½" Hose cotton/synthetic, NH thread
- 20' Suction hose with strainer or screened foot valve
- 1 – 2 ½" Discharge Outlet, NH thread
- 2 – 1 ½" Discharge Outlet, NH thread
- 1 – 4" Gravity Dump valve extending past
- 1 – Shovel – Size 0 or 1
- 1 – Pulaski
- Wheel Chocks (meet industry standards)
- Fire Extinguisher (5 lb. or better)
- Drafting Hose (20 ft. w/strainer)
- First Aid Kit (5 person)
- Reflectors (set of 3)
- Frame or self-standing portable water tank - 1,000 gallon minimum

C. Portable Pumps Classification

Class	Remark
P1	Trailer-mounted low-pressure/high-volume pump producing a minimum volume of 500 GPM. FSO provides intake and discharge hose.
P2	Small low volume/high-pressure portable pumps with intake hose, capable of being transported by one or two people. Pumps in this category are the Mark 26, Mark III, and Gorman Rupp, or similar type pumps.
P3	Small low-pressure/high-volume portable pump that can be transported by one or two people. These pumps are similar to a Homelite or Honda trash

2. Aircraft Rescue and Firefighting Apparatus (ARFF), Equipment and Personnel Requirements

A. Standards and Regulations

Applicable National Fire Protection Association (NFPA) standards, Federal Aviation Administration (FAA) regulations, Occupational Safety and Health Administration (OSHA) requirements and National Wildland Coordination Group (NWCG) requirements.

This specification was derived from the pertinent NFPA and NWCG standards, and FAA and OSHA regulations. The intent herein is to align this specification with existing, validated industry standards for ARFF apparatus, equipment and trained personnel to the extent possible to meet federally mandated regulations and to assure these specifications are not in conflict with existing federal interagency Aviation policies and guidelines.

B. FSO Obligations

- FSO shall provide qualified, knowledgeable, and skilled ARFF personnel.
- The FSO shall furnish all labor, equipment/tools, transportation, lodging if needed, and incidentals necessary to accomplish the project.

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- FSO shall have required licenses and certifications.
- FSO employees are expected to follow the rules of conduct established at the work site that apply to all (both Government and non-Government) personnel.
- The FSO may be required to replace employees who are found to be in noncompliance with Government rules of conduct.

C. Operational Readiness and Response Time

From the time of initial notification FSO shall be operational ready to respond within one (1) minute, unless otherwise authorized by the Helibase Manager. FSO personnel shall attend operational briefings as directed by the Government.

D. Apparatus Specifications

- 500-gallon (minimum) water tank, in accordance with NFPA 1901.
- Apparatus must be maintained in accordance with NFPA 1911 and must comply with current U.S.D.O.T. regulations.
- Apparatus shall be able to prime and pump water from a 10-foot lift.
- 150 GPM at 250 PSI rated capacity pump in accordance with NFPA 1901.
- Documentation of annual pump service test in accordance with NFPA 1911 by a qualified vendor is required.
- High visibility and contrasting markings in accordance with NFPA 1901.
- Adequate code 3 lighting/warning devices including siren with minimum 120 DB rating, and PA system.
- Two adjustable cab mounted spotlights.
- All threaded connections shall be National Hose threads (NH).
- One (1) 2 ½ inch intake valve with (NH) threads.
- 500' double jacket 1.5" or 1.75" synthetic hose, coupled with 1.5" NH in 50 ft. lengths. 300' or 400' of which will be configured as pre-connected attack hose lines in hose trays, immediately available for rapid initial attack.
- 300' double jacket, 2.5" or greater supply hose.
- Ability to refill from static water source.
- Two universal spanner wrenches.
- One adjustable hydrant wrench.
- Assorted adapters, reducers, increasers, double male and double female connectors to facilitate re-filling and inter-engine operations. One (1) 2 ½ "camlock to 2 ½ "NH adapter.
- One 6' pike pole or trash hook.
- One Halligan tool or other comparable prying tool.
- Two, wheel chocks.
- Minimum AFFF foam supply for 500 gallons of water:
 - 6%: 30 gallons or
 - 3%: 15 gallons or
 - 1%: 5 gallons

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E. ARFF Apparatus Typing

Class	Tank Capacity (Gallons)	# Persons
ARFF1	3000+	3
ARFF2	1500-2999	3
ARFF3	500-1499	3

F. ARFF Apparatus Equipment Minimum Requirements

- Three (3) complete Self-Contained Breathing Apparatus (SCBA), meeting NFPA Standard 1981, with one extra air cylinder per pack.
 - Two (2) 20lb. Aqueous Film Forming Foam (AFFF) compatible dry chemical portable fire extinguishers.
 - One (1) portable reciprocating saw with power and a minimum of five (5) metal cutting blades.
 - One ladder, combination or roof ladder, a minimum of 14 feet in length.
 - **ARFF Vehicle Radio:**
 - One (1) programmable VHF-AM portable radio.
 - Two (2) narrow band programmable VHF-FM portable radios.
 - A VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed in the ARFF unit. The radio's operational bandwidth shall include the 150 MHz to 174 MHz frequency band, with user-programmable channels. Selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing is required on each channel. The radio shall be frequency- synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603A standard, and develop a minimum of 30 watts carrier output power.
 - The use of appropriate portable VHF-FM radios (Relm BK EPH/GPH/DPH series; Motorola XTS3000 & XTS5000; Thales Racal 25; EF Johnson 5100; and Datron Guardian 25, or equivalent) with suitable output power booster units is permissible.
 - Transceivers shall be set to operate in the narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the operator without the aid of a computer or radio shop.
 - The following mobile radios are known to meet the above requirements:
 - BK Radio EMH, GMH, or KNG ("Smartmic" option required)
 - ICOM IC-F320*
 - Kenwood TK-760H*
 - Relm APCO 25*
- *Note: Dealer modification required for programmability.

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- One (1) portable aircraft rescue extrication kit, which may be used independently of the CR apparatus. Kit to include as a minimum:
 - Hack saw w/ 5 spare metal cutting blades
 - Seatbelt cutter
 - Serrated fire axe/metal cutting hatchet
 - 3' Pry bar
 - Pry Axe
 - Bolt cutters (30" handle or greater)
 - One flat head axe
 - One 8# sledgehammer
 - One rubber mallet (minimum 2# head)
 - One round point, long handled shovel
 - Four (4) step chocks
 - Two (2) portable battery powered handheld flashlights.
- Medical Equipment – minimum:
 - Two (2) long backboards with straps.
 - Various size c-collars.
 - One full D cylinder of oxygen and regulator with two (2) non re-breather masks, one
 - (1) bag valve mask.
 - Assorted airways.
 - One burn kit.
 - One First Aid kit with BP cuff and stethoscope.
- Jumper cables (commercial grade)
- Hazardous Materials spill kit – minimum:
 - Equivalent of five gallons of absorbent for spills of hydrocarbon and polar solvents.
 - Twenty (20) sorbent pads.
 - One boom capable of spill containment up to 25 gallons of hydrocarbons or polar solvents.
 - Two (2) constant flow rated nozzles with manual gallonage adjustment and full-flow waterway ball shutoff valves.
 - One (1) piercing applicator (nozzle) rated GPM shall match the rated GPM of the eductor.
 - Complete inventory list for all equipment on the apparatus.

G. ARFF Foam Generating Requirements

- Pump at a minimum, 95 GPM foam solution for 5 minutes utilizing one 1.5" or 1.75" hose line.
- Performance is predicated upon deployment of double jacket all polyester hose rated and U.L approved for 300 PSI service test and 600 PSI burst test.
- Performance is predicated upon deployment of combination, constant flow rated nozzles with manual gallonage adjustment and full-flow waterway ball shutoff valves.
- Performance is predicated upon deployment of in-line or by- pass discharge side eductor or an around-the-pump proportioner designed for flow rates cited and equipped with adjustable metering devices with ball checks located at the venturis.
- The use of aspirating nozzles on handlines will not be permitted for initial attack operations.

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- Only AFFF synthetic foam concentrate is permitted. The use of hydrocarbon / polar solvent combination AFFF (Alcohol Resistant Concentrate (ARC) / Alcohol Type Concentrate (ATC) is permissible.
- When utilizing inline or by pass eductor rated at 95 GPM, 1.5" hose lines may not exceed 100 feet in overall length.
- When utilizing inline or bypass eductor rated at 95 GPM, 1.75" hose lines may not exceed 200 feet in overall length.

H. ARFF Additional Requirements

1. At IDL's request the FSO may be required to perform periodic training evolutions using suppression agents. IDL will reimburse or replace suppression agents. Training evolution will demonstrate readiness to don PPE with SCBA, engage apparatus, and ability to produce adequate foam.
2. FSO must have a signed copy of their ICMA, Employee qualifications worksheet, apparatus inventory list, and a copy of the apparatus specifications on the apparatus at all times during this agreement period and provide copy to the helibase manager upon arrival at the helibase.

I. ARFF Personnel Minimum Training and Qualifications

1. Training:
 - Hazardous Materials Awareness and Operations – First Responder and recurrency in compliance with CFR1910.120.
 - S-130 and S-190, Annual Fire Shelter deployment training in accordance with NWCG 310-1, and proof of successful completion of the Work Capacity Test - Arduous.
 - I-101 and I-200 Incident Command System in accordance with NWCG 310-1.
 - Personnel must meet recurrency training in accordance with NFPA 405, Chapter 12. Documentation of live fire training within the last 2 years must be provided.
 - One member of the ARFF crew must be currently certified as a EMT.
 - Blood borne pathogens training in accordance with OSHA 1910.1030.
 - Annual SCBA qualitative fit testing and training in accordance with OSHA 1910. Proof must be provided.
2. Qualifications: Driver/Operators must meet current licensing requirements for the state in which the apparatus is licensed.

J. ARFF Minimum Staffing Requirement

At a minimum any ARFF apparatus assigned to an aircraft base for ARFF responsibilities must have three fully trained and qualified personnel available and remain on site at all times or as directed by the base manager that meet the following:

- One Firefighter trained and qualified in accordance with NFPA 1001.
- One Driver Operator trained and qualified in accordance with NFPA 1002.
- One Fire Officer I trained and qualified in accordance with NFPA 1021.

FSO shall provide a manifest of all employees, along with proof of qualifications for each crew member upon arrival to the assigned incident helibase.

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K. ARFF Personal Protective Equipment (PPE) in Accordance with NFPA 1971

Each crewmember shall have the following serviceable and properly fitted equipment:

- Structural Firefighting boots.
- Structural Firefighting Helmet with shield or goggles.
- Structural Firefighting gloves.
- Nomex or other “approved” structural hood.
- Structural firefighting turnout coat and pants.
- Approved federal fire shelter.
- Personnel are required to wear cotton or Nomex under garments against skin under clothing.

Note: A full complement of serviceable and properly fitted NFPA standard 1976 Protective Ensemble for Proximity Fire Fighting is acceptable as an alternative to the NFPA 1971 standard.

3. Rapid Extraction Module Support (REMS)

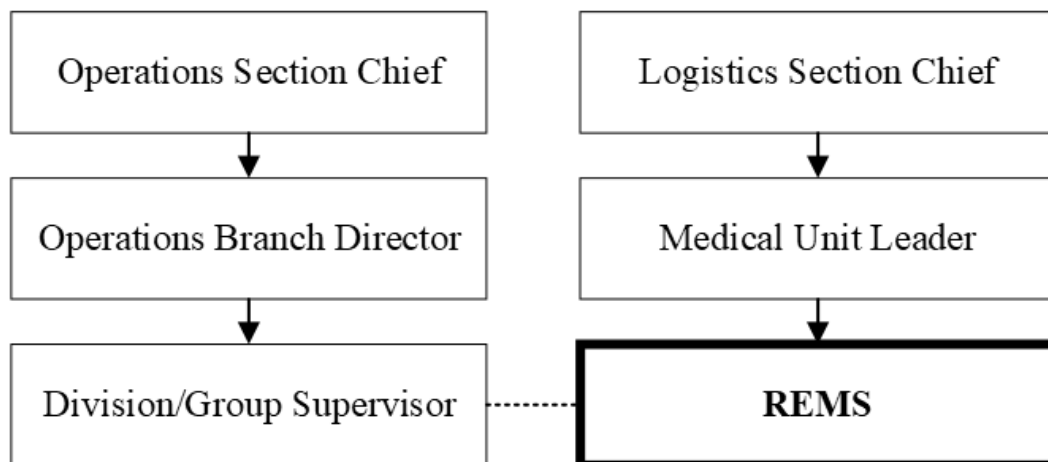
The NWCG Standards for Rapid Extraction Module Support, PMS 552 outlines the roles, duties, qualifications, and equipment pertinent to Rapid Extraction Module Support (REMS). A REMS team, strategically stationed at wildland fires, plays a pivotal role in prioritizing swift access to injured or ill firefighters for safe and efficient egress off the fireline. This ensures their rapid transport to definitive medical care in cases of emergency during firefighting operations, highlighting the invaluable contribution of the REMS team to firefighter safety and well-being.

The *NWCG Standards for Rapid Extraction Module Support*, PMS 552, stipulates minimum staffing levels for REMS teams. It underscores the necessity for flexibility to augment staffing based on the complexity of the rescue, ensuring that the primary focus remains on swiftly transporting individuals to definitive medical care, prioritizing their health and well-being.

A. Incident Command System (ICS)

Upon arrival on an incident, REMS team initially reports to the Medical Unit Leader (MEDL). Once assigned to a Division, Group, or Branch the REMS team will work under the direction of an assigned fireline supervisor.

The REMS team is assigned as illustrated below:



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B. NWCG REMS Typing Model

All REMS team members shall be qualified technical specialists.

TYPE I	TYPE II	TYPE III
4 Personnel	4 Personnel	4 Personnel
1-2, 4x4 Vehicle(s)	1-2, 4x4 Vehicle(s)	1, 4x4 Vehicle
REMS Cache	REMS Cache	REMS Cache
Advanced Life Support (ALS) Cache	ALS or Basic Life Support (BLS) Cache	ALS or BLS Cache
1 Paramedic and 1 EMT (not to be used as EMPF/EMTF)	2 EMTs (BLS not to be used as EMTF), ALS provider acceptable but not required	1 Paramedic or 1 EMT Reach and Treat only, no technical rescue technician patient extraction expectation
UTV required with trailer and patient transport capable * UTV operators must have applicable UTV operator certification per authority having jurisdiction	UTV recommended with trailer and patient transport capable * UTV operators must have applicable UTV operator certification per authority having jurisdiction	UTV recommended * UTV operators must have applicable UTV operator certification per authority having jurisdiction

C. NWCG REMS Training and Qualifications Requirements.

The REMS team personnel shall meet the training and qualification requirements as outlined in the section below.

TYPE I	TYPE II	TYPE III
Recommended: 4 Rope Rescue Technicians or Required: 2 Rope Rescue Technicians and 2 Rope Rescue Operations Equivalent (all team members shall meet or exceed NFPA 1006)	Required: 2 Rope Rescue Technicians and 2 Rope Rescue Operations Equivalent (all team members shall meet or exceed NFPA 1006)	Required: 1 Rope Rescue Technician and 1 Rope Rescue Operations Equivalent (all team members shall meet or exceed NFPA 1006)
REMS Leader – Single Resource Boss Qualified (Required)	REMS Leader – Single Resource Boss Qualified (Required)	N/A
Vehicle Extrication or Equivalent (Required)	Vehicle Extrication or Equivalent (Recommended)	N/A
Firefighter 1 or 2 (FFT1 or FFT2) Wildland Qualified (all team members)	Firefighter 1 or 2 (FFT1 or FFT2) Wildland Qualified (all team members)	Firefighter 1 or 2 (FFT1 or FFT2) Wildland Qualified (all team members)
Physical Fitness Level - Arduous	Physical Fitness Level - Arduous	Physical Fitness Level - Arduous
Recommended: 4 Rope Rescue Technicians or Required: 2 Rope Rescue Technicians and 2 Rope Rescue Operations Equivalent (all team members shall meet or exceed NFPA 1006)	Required: 2 Rope Rescue Technicians and 2 Rope Rescue Operations Equivalent (all team members shall meet or exceed NFPA 1006)	Required: 1 Rope Rescue Technician and 1 Rope Rescue Operations Equivalent (all team members shall meet or exceed NFPA 1006)

D. REMS Minimum Equipment List

See [NWCG Standards for Rapid Extrication Module Support, PMS 552](#) for a complete list of minimum and recommended equipment.

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4. Standard Personal Protective Equipment (PPE) For Fire Personnel

- A. Boots: All leather, lace-up type, minimum 8 inches high with lug-type soles in good condition (steel toe boots are unacceptable).
- B. Hard Hat: Plastic, Class B, ANSI Z89.1, 1986, OSHA approved, with chin strap. Note: Hard hat meeting NFPA Standard 1977, 2005 Edition, is required.
- C. Gloves: One pair of heavy-duty leather per person.
- D. Eye Protection: One pair per person (meets standards ANSI Z87.1, latest edition).
- E. Head Lamp: One lamp per person with batteries and attachment for hard hat.
- F. Canteen: Quart size, two per person required, four per person recommended (filled prior to arrival at incident).
- G. New Generation Fire Shelter: One serviceable shelter for each person.
- H. Flame Resistant Clothing: Shirt and trousers for routine fireline duties, flame resistant clothing must:
 - 1. Self-extinguish upon removal from heat source.
 - 2. Act as an effective thermal barrier by minimizing conductive heat transfer.
 - 3. Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
 - 4. Be manufactured from flame retardant treated (FRT) cotton, FRT rayon, FRT wool, aramid (Nomex), or other similar fabric.
- I. Turnout Gear: Structural engines only.
- J. Line Gear (Day Pack)
- K. Current Incident Response Pocket Guide (IRPG), NFES 001077

Idaho Cooperative Mobilization Agreement (ICMA)

Standard Incident Payment Terms

A. General Information

This document highlights the standard incident payment terms for Idaho Fire Service Organizations (FSO) also known as Idaho State Cooperators that are mobilized through the Idaho Cooperative Mobilization Agreement (ICMA).

The Idaho Cooperative Mobilization Agreement describes the required procedures for certifying, mobilizing, and reimbursing FSOs throughout the state of Idaho. The ICMA also establishes standard rates for equipment and personnel while mobilized in support of extended attack assignments, or while hired under local agreements. Full agreements are posted on the Incident Business page of the Idaho Department of Lands website: [Incident Business - Department of Lands \(idaho.gov\)](https://www.idaho.gov/incident-business)

Payments for all FSO resources mobilized under the terms of this agreement are transacted through IDL. The IMT, or host agency, must complete the normal timekeeping functions for the FSO while assigned to the incident.

B. Hiring Methods

1. Operated – Under this option, the FSO is paid a single rate for personnel and equipment. The FSO is responsible for all payroll costs, including payroll tax and Workers' Compensation. Backfill will not be reimbursed under this process.
2. Unoperated – This method is used when mobilizing resources from career-staffed departments or combination career and volunteer/part-time departments when the Operated Agreement is cost prohibitive. FSOs with a Collective Bargaining Agreement (CBA) or an Employee Agreement (EA) their equipment is hired at the unoperated rate and actual payroll costs for personnel will be reimbursed.
 - Fire departments with Unoperated Agreements may be reimbursed for backfill costs and portal-to-portal when obligated by their agreement.
 - Some Unoperated Agreement holders bill payroll costs portal-to-portal. Under this option equipment is shall be paid from the start of shift until the end of shift.
 - Single resources- costs shall be reimbursed in accordance with the terms and conditions of the ICMA.

C. Standard Terms and Conditions

1. Travel to/from Incidents

- All resources under the control of the incident or incident agency will follow incident agency requirements when staying at incident base or other location.
- Individuals are not automatically entitled to stay in a hotel/motel, eat meals at restaurants, or claim per diem.

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- When resources are required to be self-sufficient, they must have written approval from the IMT or host agency and is required for reimbursement.
- When FSO equipment is transported to/from an incident via heavy equipment transport (not being driven) the equipment rate will be reduced by one-half. FSOs utilizing this option must notify ordering incident and receive approvals for associated transportation costs e.i, chase rigs, transport service, etc. When approved FSO will be reimbursed for applicable transport costs.

2. Crew Rotations

Crew Rotations/Swaps must be authorized, in writing, by the Incident Management Team (IMT) or host agency for compensation of associated expenses to occur. When rotating crews, incoming and demobing, crew members must work with the IMT and host agency to ensure proper tracking of work/rest. Time keeping standards apply. ICMA Crew Swap Form can be used.

3. Staffing Levels

When staffing levels exceed the FSO “maximum” staffing listed on the equipment roster, additional staff must be approved prior to mobilization and must be identified on the resource order.

4. Time Keeping

- FSO personnel ordered as a single resource or working at the unoperated rate must document their time on a Crew Time Report (CTR), SF-261, and CTR must be signed by the incident.
- Personnel hours worked in excess of 16 must have written approval from the Incident Commander (IC), as per NWCG Standards for Interagency Incident Business Management (SIIBM).
- When FSO vehicles/equipment are under hire, all time is documented on an Emergency Equipment Shift Ticket, OF-297. And must be completed for each operational period and must be signed by the incident.
 - o All Crew members must be listed in block 14, REMARKS, on the shift ticket.
 - o **Equipment shall be paid from the start of the shift until the end of the shift for each day. If meal breaks are documented on the shift ticket, finance needs to ensure they are not deducted from the hourly rate of the equipment.**
 - o Any known defects or damage to equipment going on or off shift must be documented in block 14 “Remarks”.
 - o The cost of support vehicles will not be reimbursed without a Resource Order.
 - o No further payment will accrue during any period that equipment is

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not in a safe or operable condition. Payment will be based on the hours the resource was operational during the assigned shift.

- o Personnel are entitled to eight hours in pay status while equipment is being repaired.
 - For repairs as a result of incident operations, FSOs must immediately file a claim (See Claims) at the incident to document the situation. IDL will need an official approval from the host agency prior to reimbursement of any equipment and personnel time down time as described above.
- All ORIGINAL documents, including the Incident Time Report, OF-288, Emergency Equipment Use Invoice, OF-286, and the Emergency Equipment Shift Ticket (Pink), OF- 297, must be given to the FSO personnel at demobilization.
- When digital documentation practices are used by an incident, FSO shall be provided digital copies of their signed documentation prior to demobing.
- All payments to Fire Service Organizations are made through their local Idaho Department of Lands Area/District/Association office. It is imperative all original payment documentation accompany the FSO back to their home unit.
- Social security numbers are never needed for incident documentation and should not be written on any OF-288 or other incident documentation.
- Return travel time recorded on the OF-288 should be left open by the incident and can be filled in by the home unit (with supporting CTR). If estimated return travel time is recorded on the OF-288 at the incident prior to demobilization, actual return travel time should be recorded on a CTR. The OF-288 can be corrected by the home unit and verified on the reimbursement request.
 - o Meal breaks should be shown during travel.
 - o Refurbishment time (time to bring equipment back to as state of readiness) will be allowed but cannot exceed two (2) hours. This applies to both Operated and Unoperated Agreement holder. For Unoperated this applies to both personnel and equipment rates.

5. Rest and Recuperation (R&R)

- Personnel are entitled to two (2) days off following **return** to their home unit from a 14-day assignment, exclusive of travel, according to Chapter 10 of the SIIBM guidelines.
- **FSOs, if eligible, will include R&R in their reimbursement request to IDL.**
- For **R & R that occurs in place** at the incident due to an extension, FSOs will be reimbursed in accordance with the terms below:
 - o If applicable, FSOs will be reimbursed for per diem and lodging as well as the costs of previously rented and authorized rental vehicles.

Idaho Cooperative Mobilization Agreement (ICMA)

- o The maximum (daily) reimbursable time for equipment during R&R In Place is 8 hours.
- o Unoperated agreement holders will bill IDL for their eligible personnel time per the terms of the ICMA.
- o Operated agreement holders shall be reimbursed for 8 hours of R&R In-Place (daily).

6. Incident Replacements

Incident replacement shall be in accordance with SIIBM, Chapter 30. The incident agency should limit replacement to those items that are consumed, lost, damaged, or rendered unserviceable on the incident. These items can be replaced at the incident, or the incident can approve an Incident Replacement Requisition (OF-315) for replacement of items by a cache or at the home unit.

A Supply Resource Order is required for all items being replaced at the home unit. Individual/Itemized S-numbers (S#s) for medical supplies are not required by IDL for approval of reimbursement, S# generation is dependent upon IMT practices and communication with the issuing dispatch center.

EMS providers must arrive at incidents with “Minimum Equipment Standards” as set forth by the Idaho EMS Bureau, in accordance with the providers EMS license. Medical supplies used on the incident shall be restocked at the incident, or the cost of the supplies will be added to final invoice at time of billing. Reimbursement of medical supplies not replaced at the incident must be billed at actual replacement cost. NWCG recommended items are not required but may be requested by the host agency at the time of mobilization.

7. Operating Supplies

FSOs will be reimbursed for fuel and operating fluids (transmission fluid, Diesel Exhaust Fluid (DEF), etc.) as required by manufacturer for safe operation of equipment during an assignment. Costs will be reimbursed with proper documentation (e.g., detailed receipt).

8. Claims

Equipment furnished under this agreement may be operated in and subjected to extreme environmental and/or strenuous operating conditions. These could include but are not limited to unimproved roads; steep, rocky, hilly terrain; dust; heat; and smoky conditions. As a result, by entering into this agreement, the FSO agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

- All claims for lost or damaged equipment should be properly reported and documented through the Finance Section at the incident. If a claim is made after returning to the home unit, the host agency must approve the claim in writing.
- A Supply Resource Order and appropriate approval documentation is required prior to reimbursement. FSO must be provided copies of claim documentation to include in their requests for reimbursement to IDL.

Idaho Cooperative Mobilization Agreement (ICMA)

D. Contact Information

Direct all questions and comments to:

Amber Honsaker
Fire Business Program Manager
Bureau of Fire Management
Office: (208) 666-8644
Mobile: (208) 416-3791

Nicole Lee
Fire Business Program Specialist
Bureau of Fire Management
Office: (208) 666-8648
Mobile: (208) 860-4267

Bureau of Fire Management
3284 West Industrial Loop
Coeur d'Alene, ID 83815-6021

firebusiness@idl.idaho.gov

Evenings/Weekends: IDL Duty Officer: 208-416-3604

MOBILIZATION/DEMOB CHECKLIST

Documentation to Take with You:

- ☐ Resource Order (RO) – Two (2) copies.
- ☐ Two copies of the Idaho Cooperative Mobilization Agreement (ICMA).
- ☐ Emergency Equipment Shift Ticket Book, OF-297, or equivalent. Time shall be recorded daily.
- ☐ Crew Time Reports, SF-261. Time shall be recorded daily for personnel.
- ☐ Evaluation Forms – Single Resource, ICS225 or Crew, ICS224. Required for experience records to maintain qualifications.
- ☐ Inventory of apparatus/EMS equipment.
- ☐ Incident Qualification Cards. Indicates wildland fire qualifications for personnel.
- ☐ Position Task Books for trainee positions.
- ☐ Other personnel qualification documentation (Certifications, Licenses, CDL, EMS, etc.).
- ☐ Credit Card for fuel, lodging, etc.
- ☐ Personal Items. Tent, sleeping bag, warm clothing, personal hygiene items, etc. for a 14-day assignment.
- ☐ Other, as needed to be self-sufficient.

Documentation to Bring Back with You:

- ☐ Payment documents, including signed original Emergency Equipment Use Invoice OF-286, original (Pink) Emergency Equipment Shift Tickets OF-297, original Incident Time Report OF-288. Obtain from Finance during demobilization.
- ☐ All pre and post inspections.
- ☐ Receipts for fuel, lodging, and other miscellaneous expenses not provided at the fire. Reimbursement determination will be made upon return to your home unit.
- ☐ Evaluations. An evaluation must be completed by your immediate supervisor at the fire. Required for recertification of positions.
- ☐ Claims, Incident Replacement documentation, if applicable.
- ☐ Other documents provided to you at the fire.
- ☐ Supply Resource Orders, if applicable.

EMERGENCY EQUIPMENT SHIFT TICKET OF-297

Shift tickets must be completed for each operational period. Shift tickets may be obtained from a Division Supervisor or the Finance Section. The Fire Service Organization and the person responsible for directing the work of the equipment are responsible to see that shift tickets are completed and approved. All crew members shall be listed on the CTR or Shift Ticket. **Any known defects or damage to equipment going on or off shift must be documented in the "14. Remarks" section.**

EMERGENCY EQUIPMENT SHIFT TICKET						E-52	
1. AGREEMENT NUMBER IDL-230-xx-05				2. CONTRACTOR (name) Fire District One			
3. INCIDENT OR PROJECT NAME Bad One		4. INCIDENT NUMBER ID-SWS-23010		5. OPERATOR (name) Bob Builder, Engine Boss			
6. EQUIPMENT MAKE Ford		7. EQUIPMENT MODEL WE6		8. OPERATOR FURNISHED BY ☒ CONTRACTOR ☐ GOVERNMENT			
9. SERIAL NUMBER ID32146567		10. LICENSE NUMBER KB 1234		11. OPERATING SUPPLIES FURNISHED BY ☐ CONTRACTOR (wet) ☒ GOVERNMENT (dry)			
12. DATE MO/DAY/YR 8/15/xx	13. EQUIPMENT USE START STOP 0600 1800		HOURS/DAYS/MILES (circle one) WORK SPECIAL 12		14. REMARKS (released, down time and cause, problems, etc.) Franklin McDonald, Crew Member Leonardo Giordino, Crew Member		
				15. EQUIPMENT STATUS ☒ a. Inspected and under agreement ☐ b. Released by Government ☐ c. Withdrawn by Contractor			
16. INVOICE POSTED BY (Recorder's initials)							
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Bob Builder				18. GOVERNMENT OFFICER'S SIGNATURE <i>Tinder Dry, DIVS</i>		19. DATE SIGNED 8/15/xx	
NSN 7540-01-119-5628 50297-102						OPTIONAL FORM 297 (Rev. 7-90) USDA/USDI	

Write Resource Order Number in upper corner of the Shift Ticket

All crew members are listed on the Shift Ticket

CREW TIME REPORT						
(1) CREW NAME Blackwell RFD				(2) CREW NUMBER E-5		
(3) OFFICE RESPONSIBLE FOR FIRE Southwest District IDL		(4) FIRE NAME Timber Butte	(5) FIRE NUMBER ID-SWS-000092			
(6)	(7)	(8)	(9)		(10)	
RE-MARKS NO.	NAME OF EMPLOYEE	CLASSIFICATION	DATE 8/7/2018		DATE 8/7/2018	
			MILITARY TIME		MILITARY TIME	
			ON	OFF	ON	OFF
	S. Burns	ENGB	0600	1900		
	A. Brown	FFT1	0630	1900		
T	R. Wyatt	FFT1	0700	0930		
	R. Wyatt	FFT1			0930	1900
REMARKS						
Unable to take a meal break due to blow up on Division F						
T - Wyatt traveled to incident to replace F. Johnson who was injured on 8/6						
(12) OFFICER-IN-CHARGE (Signature) <i>John Smith</i>			(13) TITLE (Officer-in-Charge) DIVS			
(14) NAME (Person Posting to Emergency Time Report) <i>Laurie Time</i>					(15) DATE 8/8/2018	

EMERGENCY PERSONNEL AND EQUIPMENT SHIFT TICKET

This booklet is only available through the Coeur d'Alene Cache.

EMERGENCY PERSONNEL & EQUIPMENT SHIFT TICKET						1. DIV/UNIT A / ZULU		2. SHIFT DAY SINGLE	
3. OWNER/CONTRACTOR DRY CREEK F.P.D.				4. CONTRACT/AGREEMENT NUMBER IDL-610-17-105				5. RESOURCE REQ NUMBER E-157	
6. TYPE OF RESOURCE GOVERNMENT ☒ CONTRACT ☐ PRIVATE ☐			7. HIRED WET ☐ DRY ☒		8. INCIDENT NAME BIG HOT FIRE			9. INCIDENT NUMBER ID-PAF-000193	
10. EQUIPMENT TYPE WE3		11. EQUIPMENT MAKE/MODEL BME INTL 1996		12. REMARKS (released, down time and cause, problems, etc.) JON SNOW REPLACED MORTON GLOCKNER AT END OF SHIFT ON 7/11/2017. GLOCKNER WAS RELEASED AT 2100 ON 7/11/2017					
13. VIN (LAST 5) 74836		14. LICENSE # F2011							
15. DATE MO/DAY/YEAR		16. EQUIPMENT USE (circle one) HOURS / MILES		19. TOTAL HOURS/MILES		20. OPERATOR/PERSONNEL NAMES		21. POSITION	
		17. BEGINNING		18. ENDING				22. BEGINNING	
								23. ENDING	
								24. BEGINNING	
								25. ENDING	
7/11/17	0600	2200	16	JACK BLACK	ENGB	0600	1200	1230	2200
				JIM RODGERS	FFT1	0600	1200	1230	2200
				MORTON GLOCKNER	FFT2	0600	1200	1230	2100
				(T) JON SNOW	FFT2	0600	1200	1230	1830
7/12/17	0600	2200	16	JACK BLACK	ENGB	0600	1200	1230	2200
				JIM RODGERS	FFT1	0600	1200	1230	2200
				JON SNOW	FFT2	0600	1200	1230	2200
26. AUTHORIZED AGENT SIGNATURE <i>Jack J. Black</i>				27. GOVERNMENT OFFICER SIGNATURE <i>Walter Frey</i>				28. DATE SIGNED 7/12/17	
								29. INVOICE POSTED BY recorder's Initials T.U.L.	

FINANCE
EQUIPMENT TIME RECORDER
CONTRACTOR
RETAIN IN BOOK

TRAVEL AND PER DIEM MEAL RATE AGREEMENT

Travel Reimbursements

All travel costs being submitted for reimbursement will be itemized on the **FSO Invoice**. Supporting documentation such as receipts for fuel, rental vehicles, etc., shall be provided with the FSO Invoice. All meal reimbursements shall be in accordance with the Idaho State Board of Examiners and Idaho Department of Lands policies and procedures, unless FSO policy differs.

Travel To/From Fire Suppression Assignments

The GSA domestic per diem daily meal rates will be used while traveling to/from incidents. The rates are found at: <http://www.gsa.gov/portal/category/100120>. Per diem rates are based upon destination.

Example: Traveling to Missoula, MT, for fire assignment. Per diem rates used for mobilization and demobilization period will be at the rate for Missoula, MT, or \$59, as seen below.

The following rates apply for Missoula / Polson / Kalispell Montana															
		Max lodging by Month (excluding taxes)													
		2015			2016										
Primary Destination (1, 2)	County (3, 4)	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	M&IE (5)	
Missoula / Polson / Kalispell	Missoula / Lake / Flathead	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$136	\$136	\$95	\$59	

NOTE: The Idaho Department of Lands uses the GSA per diem rates strictly for obtaining daily meal rates. The GSA breakdown of meal rates is NOT used. Following the Idaho State Board of Examiners policy, a partial-day reimbursement, or breakdown by meal for per diem shall be paid to the traveler at the maximum rate set within the following limitations:

Breakfast: If the actual departure time is 7:00 a.m. or before, or if the return time is 8:00 a.m. or after. Paid at 25% of Federal Rate.

Lunch: If the actual departure time is 11:00 a.m. or before, or if the return time is 2:00 p.m. or after. Paid at 35% of Federal Rate.

Dinner: If the actual departure time is 5:00 p.m. or before, or if the return time is 7:00 p.m. or after. Paid at 55% of Federal Rate.

Per Diem for travel will not be paid in excess of the full daily rate allowed. When meals are furnished by the incident or host agency, individuals may not seek per diem or daily incidental reimbursement.

TRAVEL EXPENSE WORKSHEET

TRAVELERS' NAME(S)	RO #	AGENCY VEH LIC #

FIRE NAME	RED FERN				
RO#	E-9				
INCIDENT #	UT-UWF-000543				
FROM CITY	BOISE				
DATE	8/4/17				
COUNTY	ADA				
STATE	ID				
DEPARTURE TIME	0600				
MILEAGE START	85000				
TO CITY	OGDEN				
DATE	8/5/17				
COUNTY	CALAVARAS				
STATE	UT				
ARRIVAL TIME	1000				
MILEAGE END	85496				

MEALS X= MEALS NOT PROVIDED AT ICP O = MEALS PROVIDED AT ICP

DATE	8/4	8/5							
BREAKFAST	X	X							
LUNCH	X	O							
DINNER	X	O							

DATE									
BREAKFAST									
LUNCH									
DINNER									

CREDIT CARD CHARGES – (LODGING – FUEL – FOOD)

DATE	VENDOR	DESCRIPTION	AMOUNT
8/4	Holiday Inn Express	Lodging crew 6 3 rooms 1 night	343.00

COMMENTS:	

Optional Form

OPERATOR/CREW MEMBER SWAPS

RO# _____

Incident Name: _____

Resource Order Number (E#, C#): _____

Resource Name in IAP: _____

<u>Current Operator/Crew Member Information</u>	<u>New Operator/Crew Member Information</u>
Company Name: _____	New Operator/Crew Member Name: _____
Operator/Crew Member Name: _____	Phone#: _____
Phone#: _____	First day worked: _____
Last day worked: _____	Number of days: _____
Current Div/Grp on Incident: _____	LWD (Last Work Day): _____
Equipment Type: _____	Primary Operator?: --
Primary Operator?: --	Position on Equipment: _____
Position on Equipment: _____	Red Card Checked?: --
Notes: _____	Notes: _____
_____	_____
_____	_____

Approved: ☐ Yes ☐ No

Operations Section Chief: _____ Date: _____

Approved: ☐ Yes ☐ No

Finance Section Chief: _____ Date: _____

Appendix 3 – Fire Apparatus/Equipment Rates

<i>Class or Type</i>	<i>Minimum Staffing</i>	<i>Unoperated Hourly Rate</i>	<i>Operated Hourly Rate</i>
Structure Engines			
E1	4	\$218	\$342
E2	3	\$171	\$264
Wildland Engines			
WE3	3	\$130.50	\$224
WE4	2	\$114	\$176
WE5	2	\$81.50	\$144
WE6	2	\$73.50	\$136
Tactical Water Tenders			
T1	2	\$151	\$212
T2	2	\$140.50	\$202
Support Water Tenders			
S1	1	\$152	\$181
S2	1	\$110	\$140
S3	1	\$81.50	\$112
Agency Owned Support Vehicles			
SUV		\$11	
½ Ton 4 x 4		\$11	
¾ Ton 4 x 4		\$13	
1 Ton 4 x 4		\$15	
Ambulances			
ALS	2	\$122	\$189
ILS	2	\$112	\$181
BLS	2	\$108	\$172
EMS Kits			
ALS Kit		\$21	
ILS Kit		\$18	
BLS Kit		\$14	
Aircraft Rescue and Firefighting Apparatus (ARFF)			
ARFF 1	3	\$204	\$278
ARFF 2	3	\$154	\$226
ARFF 3	3	\$112	\$186
REMS			
REMS 1	4	\$83	\$213
REMS 2	4	\$64.50	\$194.50
REMS 3	2	\$56.50	\$121.50
Portable Pumps			
P1		\$13	
P2		\$9	
P3		\$7	
Medical Trailers			
Medical Trailer		\$86	
Additional Requirements			
*When staffing levels exceed the approved “maximum staffing” listed within the FBS rate agreement, the additional staff must be approved prior to mobilization and must be identified on the resource order. Example: NWCG Minimum Staffing for a Type 6 engine is two people, FSOs requirement is three and notes that on their agreement. FSO has an opportunity to bring a trainee, now the staffing is four, FSO must get approval for fourth person prior to mobilization. ** For Operated agreement holders, the standard personnel rate for crew swaps, additional staffing or vehicle repairs, is \$32.00/hr for each approved crew member.			
Rates Revised 04/2025			

Fire Apparatus/Equipment Rates

Wildfire Response & Regional Readiness

City Council Work Session
May 5, 2025

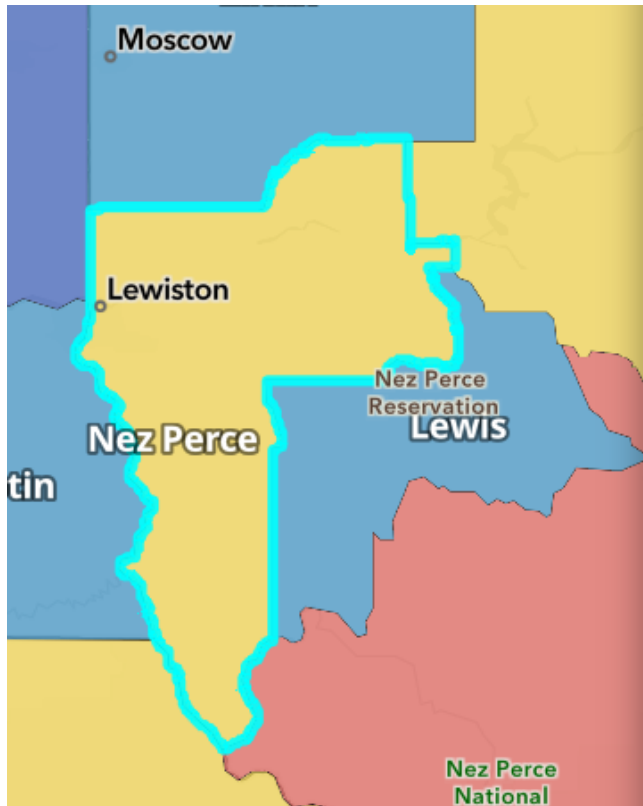
Presented by Lewiston Fire Department
Chief Greg Rightmier



GOALS

- Share wildfire threats facing Lewiston
- Explain mutual aid and mobilization
- Address financial, training, and operational impacts
- Seek Council direction regarding wildfire response

FEMA NATIONAL RISK INDEX



Tornado	Very Low Score 9.8
---------	-------------------------------------

Tsunami	Not Applicable
---------	----------------

Volcanic Activity	Not Applicable
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Wildfire	Relatively Moderate Score 87.1
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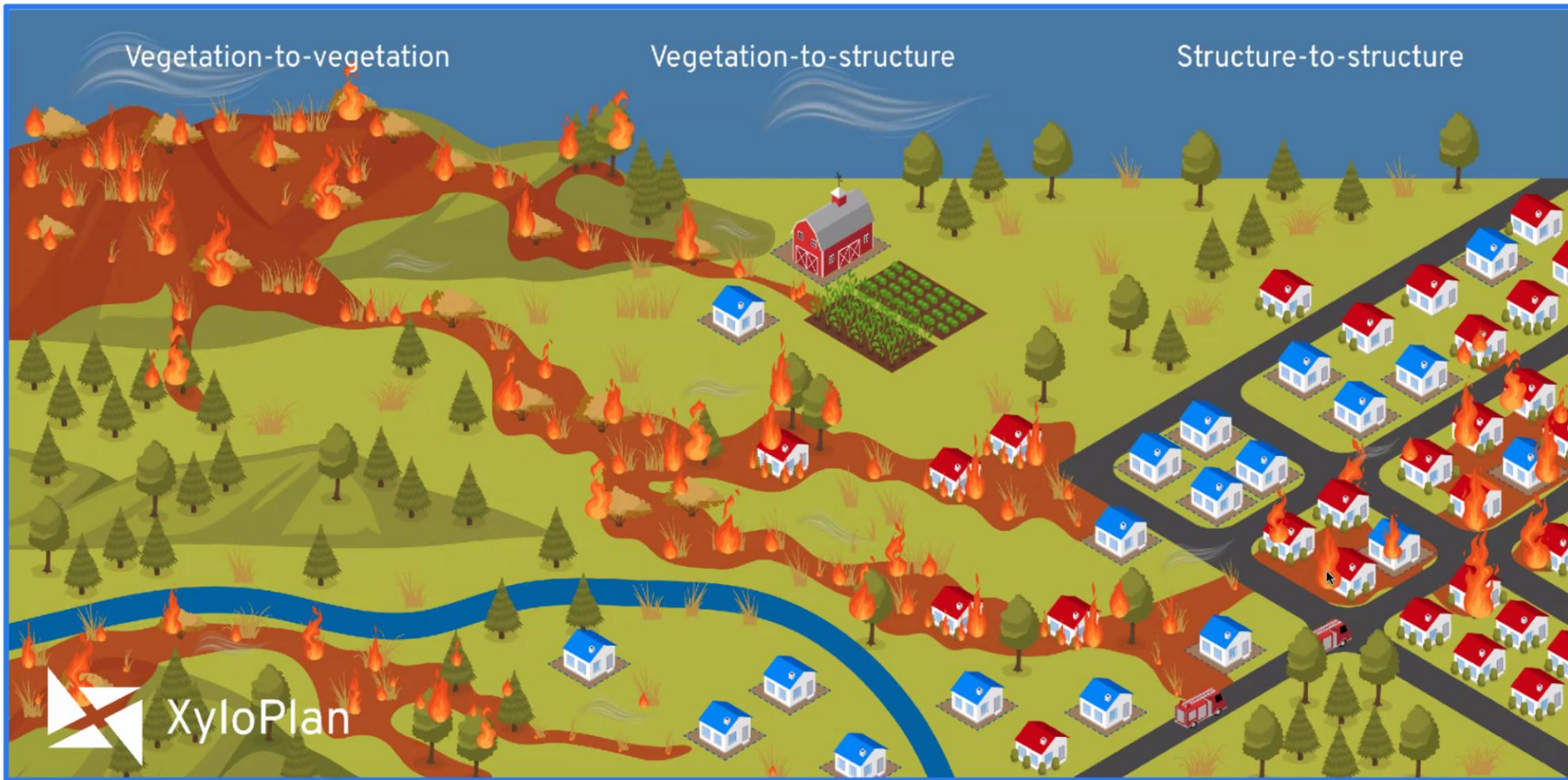
Winter Weather	Relatively Low Score 39.2
----------------	--

CITY-SCALE LOSS—COMMON FACTORS

- 5 key risk factors:
 1. Strong winds
 2. Rapid fire spread
 3. Lack of defensible space
 4. Overwhelmed fire resources
 5. Tightly spaced structural fuels

Source (XyloPlan)

CITY-SCALE LOSS—COMMON FACTORS



CITY-SCALE LOSS—LOCAL PICTURE



- Hospital Fire—2023 (58 acres, 6 houses)

CITY-SCALE LOSS—LOCAL PICTURE



- Gray Fire—2023 (10,085 acres, 140 houses)
 - 1,000 evacuation

CITY-SCALE LOSS—LOCAL PICTURE



- Oregon RD Fire—2023 (10,000 acres, 126 houses)
 - 4,000 evacuation

CITY-SCALE LOSS—LOCAL PICTURE



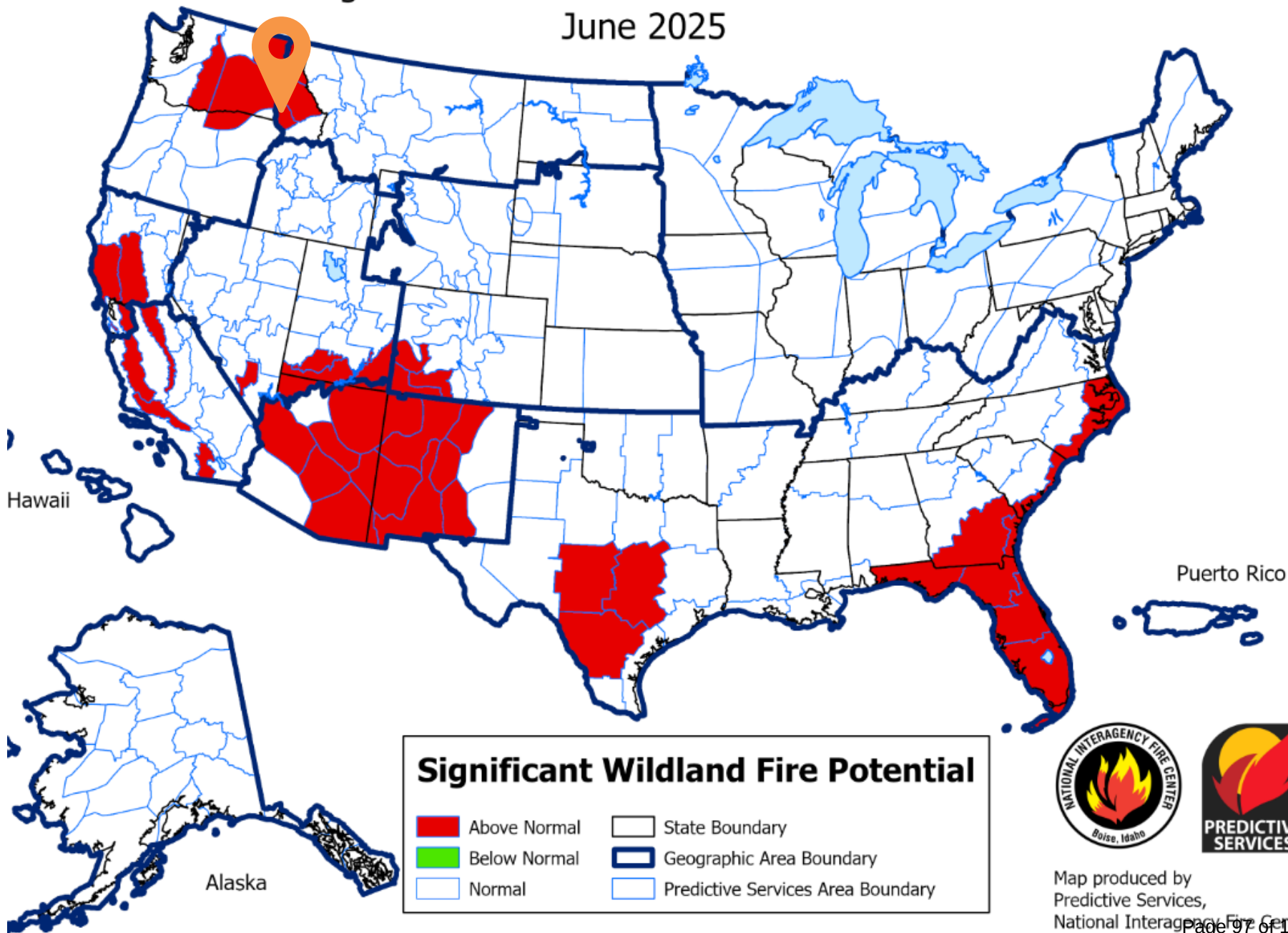
- Gwen Fire —2024 (28,820, 38 houses)
 - 300 evacuation

OUR RISK



- Proximity to fire-prone lands (East & South)
- Historic patterns of wind-driven fires
- Neighborhoods w/ homes <50 feet apart

Significant Wildland Fire Potential Outlook June 2025



2024 LESSONS—OUR CURRENT GAPS

- We lack large-scale response experience
- Vulnerable to fire growth from nearby jurisdictions
- Infrequent regional deployment participation
- Outdated / Non-existent Local, Regional, and State Agreements

MUTUAL AID/MOBILIZATION

- Mutual Aid: Local assistance
- State Mobilization: Structured & reimbursed (WA & ID)
- EMAC: National-level response—State to State
- Home protection is always the priority

RISKS OF ENGAGEMENT

- Injury to our people
- Wear and tear on equipment
- Damage to equipment

INJURY—WORKMAN'S COMP

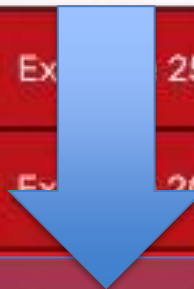
- City is self-insured up to \$750,000
- Injuries from wildfire in grass, brush, and timber = out-of-pocket limit doubles.
- City's actuary recommends \$1.6M reserves
- Current reserves 1.8M down from 2.4 in 2021

RISK MANAGEMENT

Impact
How severe would the outcomes be if the risk occurred?

Probability
What is the probability the risk will happen?

	Insignificant 1	Minor 2	Significant 3	Major 4	Severe 5
5 Almost Certain	Medium 5	High 10	Very high 15	Extreme 20	Extreme 25
4 Likely	Medium 4	Medium 8	High 12	Very high 16	Extreme 20
3 Moderate	Low 3	Medium 6	Medium 9	High 12	Very high 15
2 Unlikely	Very low 2	Low 4	Medium 6	Medium 8	High 10
1 Rare	Very low 1	Very low 2	Low 3	Medium 4	Medium 5

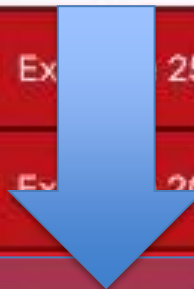


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WHY PARTICIPATION MATTERS

- Builds experience & readiness
- Enhances leadership and coordination
- Strengthens early threat awareness

LEWISTON IS ALWAYS PROTECTED

- Dispatch criteria protect local readiness
- Duty officers control deployment
- Mutual aid is reciprocal

WE ARE REIMBURSED

- Mobilization reimburses costs after 12 hours
- First 12 hours from other agencies; no cost
- Our participation funds readiness

2024 ID GOVERNOR'S WILDFIRE COMMITTEE

- Create cross-boundary MOUs with federal, state, and local firefighting entities to enhance mutual aid coordination.
- Expand initial attack capabilities through improved interagency coordination and support for Type 3 Incident Management Teams.

POLICY ALIGNMENT

- ID Executive Order 2025-04
 - interagency cooperation
- Idaho Resource Response Plan (ICMA)
- Washington State Mobilization Plan
- Federal Direction – One Wildfire Response



WHAT'S AT STAKE IF WE DO NOTHING

- No field experience for firefighters
- Increased risk during major fires
- Delayed or reduced assistance

REVIEW

- ✓ Share wildfire threats facing Lewiston
- ✓ Explain mutual aid and mobilization
- ✓ Address financial, training, and operational impacts
- Seek Council direction regarding wildfire response

RESOURCES



COOPERATION FOR WILDFIRE RESPONSE



THE REQUEST TO COUNCIL

Option 1: Active Multi-State Participation

- Enter into ID & WA Agreements
- Prepare for EMAC response—WA, MT, OR, UT, WY, NV, CA

Option 2: Active Regional Participation

- Approve WA & ID mobilization agreements
- Continue mutual aid development
- Two-County Circumference Response

Option 3: Limited Participation

- Set deployment limits
- Acknowledge risks of non-engagement



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE 2025 ELECTION PROCESS	AGENDA NO. IV. D. AGENDA DATE: August 4, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The City of Lewiston will hold a general election on November 4, 2025, to fill the offices of Mayor and 3 City Councilors. The City Clerk's Office is responsible for providing candidate information, accepting filing forms, and coordinating with the Nez Perce County Clerk, who administers the election. As the filing period approaches (August 18-29, 2025), this overview is being provided to ensure the Council, public, and prospective candidates are informed of key dates, filing requirements, and roles of both the City and County in the election process.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The City Clerk's responsibilities - such as public notices - are already included in the current budget year.	
ACTION PROPOSED Information only.	

2025 Election Process Overview

Tanya Brocke, City Clerk

August 4, 2025



WHY this Presentation?

- To outline the City Clerk's responsibilities
- To help ensure accurate filings and deadlines are met
- To support candidates, staff, and the public in navigating the process
- To make the process smoother for everyone involved
- To encourage informed participation and support transparency



WHO's Got a Role?



City Clerk

- Manages filings;
- Publishes notices;
- Forwards forms; and
- Records results in Council minutes



County Clerk

- Handles voter registration;
- Ballots;
- Polling;
- Tabulation;
- Certification; and
- Canvass



Candidates

File required forms with the City Clerk.

To run, you must:

- Be 18+
- A registered voter in the City of Lewiston
- A city resident for 30+ days before filing



Voters

Register & Vote through the Nez Perce Elections Office (County Clerk)



WHAT is Happening?

November 4, 2025 Election

Open Positions:

- Mayor (currently held by Dan Johnson): 4-year term
- City Councilor (currently held by Kathy Schroeder): 4-year term
- City Councilor (currently held by Kasse Forsmann): 4-year term
- City Councilor (currently held by Matt Wright): 4-year term



WHEN is it Happening?

August 18 – 29, 2025

Candidate Filing Period

September 5, 2025

Write-In Candidate Filing
Deadline

September 5, 2025

Withdrawal Deadline

November 4, 2025

Election Day

January 12, 2026

Swearing-In



HOW the Process Works

1. Pick up a Candidate Packet



From the City Clerk's Office at City Hall – includes all forms & instructions

2. Gather Signatures or Pay Filing Fee



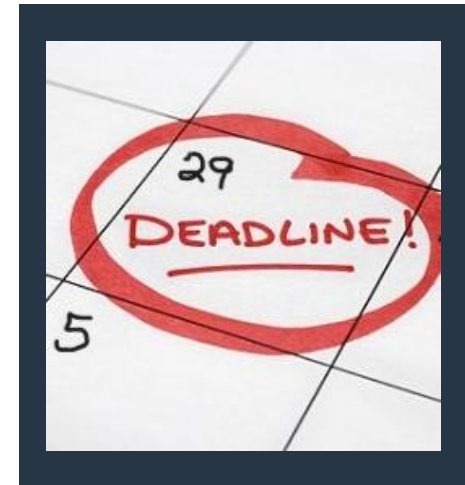
Option 1:

Collect **5** signatures of registered city voters (must be verified by Nez Perce County Clerk prior to submittal).

Option 2:

Pay \$40 filing fee

3. File Your Candidacy



Submit your **Declaration of Candidacy** with **either**

1. the verified Petition of Candidacy or
 2. filing fee
- during the official window:
August 18-29, 2025 by 5:00 p.m.



WHERE to Learn More?



City Hall – City Clerk’s Office
1134 F Street, Lewiston



Nez Perce County Elections Office
1230 Main Street, Lewiston



City Website
www.cityoflewiston.org



Nez Perce County Elections Website
<https://nezpercecountyelections.gov/>



Vote Idaho
<https://voteidaho.gov/>





QUESTIONS?





CANDIDATE PACKET

2025

Lewiston City Clerk's Office
1134 F Street
Lewiston, ID 83501
www.cityoflewiston.org



Dear Prospective Mayoral and City Councilor Candidate,

Thank you for your interest in serving the citizens of Lewiston. This year, the position of Mayor and three (3) City Council seats will be elected to four (4) year terms.

This packet contains important information to guide you through the filing process. The filing period begins at 8:00 a.m. on August 18 and ends at 5:00 p.m. on August 29, 2025. There are two filing options:

1. Pay a \$40 filing fee; or
2. Submit a Petition of Candidacy form.

If submitting a Petition of Candidacy, it must include the valid signatures of at least five (5) eligible voters residing within the Lewiston city limits. The Nez Perce County Clerk must certify the signatures before paperwork can be filed with the City Clerk.

Please review all materials carefully. It is your responsibility to ensure all documents are accurate, complete, and submitted by the stated deadlines. If you have any questions about campaign requirements, voter registration, or the election process, please contact the Nez Perce County Clerk's Office at (208) 799-3020.

For questions about forms in this packet or submitting your documents to the City, feel free to contact me at (208) 746-3671 ext. 6202 or tbrocke@cityoflewiston.org

Best of luck with your campaign!

Tanya M. Brocke
City Clerk



Packet Sections

From the Nez Perce County Elections Office

- Information
- Social Media Points

1

How to Run for Office

2

Important Dates

3

Candidate Filing Information

- Candidate Filing Information
- Declaration of Candidacy
- Petition for Candidacy
- Write-In Filing Information
- Write-In Declaration of Intent
- Withdrawal of Candidacy

4

Additional Resources

- City of Lewiston Sign Code
- Nez Perce County Campaigning Regulations
- Social Media Link Request Form
- Idaho Statute on Electioneering at Polls
- Idaho Secretary of State 2024 Campaign Disclosure Manual
- Informational Websites

5

SECTION 1

**FROM THE NEZ PERCE COUNTY ELECTIONS
OFFICE**

INFORMATION FROM THE NEZ PERCE COUNTY ELECTIONS OFFICE

The Nez Perce County Elections Office collaborated with the City Clerk to provide important information and resources related to campaigning, ensuring candidates have access to accurate and helpful guidance throughout the election process.

For additional election-related information, candidates are encouraged to contact the Nez Perce County Elections Office directly at 208-799-3020.

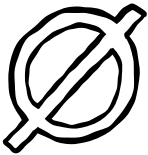
Reporting Your Campaign Finances



Even before you file to run for office, you may need to report donations and expenditures for your campaign. All money raised or spent in relation to a campaign must be accounted for and tracked. This includes the use of personal money for this purpose.

Once a candidate has raised \$500 for a political campaign, the candidate must file the appointment of a political treasurer and begin reporting campaign finances, including the sources for the first \$500.

Political Campaign Signs and Electioneering



Please familiarize yourself with the applicable laws regulating political signs inside the City of Lewiston. City Code regarding signage is included in this packet. In addition, the State of Idaho Code Section regarding electioneering is also included.

Electioneering refers to activities that promote a specific candidate or political party at or near polling places on Election Day. In Idaho, electioneering is prohibited within 250 feet of a voting location.

Social Media Link Request



As a service to help educate the public, the County Elections Department is asking candidates to provide links to their social media, which will then be displayed on the County website.



If submitting a Petition of Candidacy, the form must contain the valid signatures of at least five (5) eligible voters living within the city limits of Lewiston. The Nez Perce County Clerk must certify the validity of the voters prior to filing paperwork with the City Clerk.

SOCIAL MEDIA POINTS FROM THE NEZ PERCE COUNTY ELECTIONS OFFICE

Tips for a successful campaign season in the social media melting pot!

1. If you want your social media account to remain “personal,” do not use it for “official” or campaign purposes.

2. Do not block users or delete comments just because they criticize you.

Don't discriminate on the basis of viewpoint. It is undemocratic and unconstitutional

3. Have a social media policy, make it public, and follow it.

Posting your policies publicly lets followers (and others) know how you intend to use the account and how you hope others will use the forum established by the account.

4. If you limit what your followers can post, the limits should be reasonable and viewpoint-neutral, and enforced consistently.

The rule against viewpoint discrimination applies not just to your policies but also to your enforcement of those policies.

5. If you moderate speech on your account, don't forget due process.

If you restrict the type and kind of content that can be posted by others in the comment threads associated with your account, you should make clear in your publicly posted social media policy that you will notify users if you determine they have violated your policies.

Campaign Accounts

If you are running for office but are not currently a government official, then your social media account is not a government-run account for purposes of the First Amendment.

If you are already an elected official, it depends how you actually use your social media account(s) whether or not your account is subject to the First Amendment rules for public forums. While occasional and **infrequent posts** about your official duties will likely not be enough on their own to convert a campaign account to an official one, more frequent use of a campaign account for such purposes will have that effect.

Personal Accounts

Candidates for elected office and public officials don't surrender their First Amendment rights by entering public service. If you'd like to, you can maintain a personal social media account and use it to discuss your family, your golf game, or your thoughts as a citizen about world affairs. And, like any other user of social media, you can block followers from a personal account for any reason you want to.

THIS IS NOT LEGAL ADVICE.

Please consult your own attorney if you have questions specific to your circumstances.

SECTION 2

HOW TO RUN FOR OFFICE

How to Run for Office...

...in the City of Lewiston



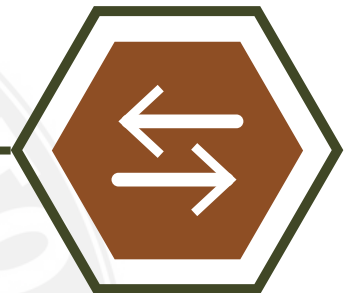
CONFIRM ELIGIBILITY

- Be at least 18 years old;
- Have lived in Lewiston for at least 30 days before filing
- Be a registered voter in Lewiston

Complete the Declaration of Candidacy and **EITHER**:

- a)** Pay the \$40 filing fee; **OR**
b) Submit a Petition of Candidacy

CHOOSE FILING METHOD



FILE

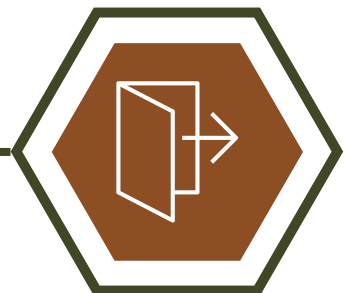
Submit forms and fee/petition to the City Clerk's office:

August 18 - 29, 8 a.m. - 5 p.m.

Write-In Candidates have until **September 5th** to file a Declaration of Intent with the City Clerk.

If you choose not to run, submit a Withdrawal of Candidacy by **September 5th.**

WITHDRAW IF NEEDED



ELECTION DAY!

If your filing is accepted, your name will appear on the **November 4, 2025** ballot.

SECTION 3

IMPORTANT DATES

IMPORTANT DATES **FOR THE NOVEMBER 4, 2025 ELECTION**

AUGUST 15th - 22nd

Notification of Candidate Filing Deadline Published

AUGUST 18th - 29th

City Candidate Filing Window between 8:00 A.M. to 5:00 P.M.

AUGUST 29th

Ballot Question Submission Deadline

SEPTEMBER 5th

Write-In Candidate Filing Deadline & Candidate Withdrawal Deadline of 5:00 p.m.

OCTOBER 14th

Early Voting Begins

OCTOBER 24th

Preregistration & Absentee Ballot Application Deadline of 5:00 p.m.

OCTOBER 31st

In-Person Absentee/Early Voting Ends at 5:00 p.m.

NOVEMBER 4th

Election Day/ Absentee Ballot Deadline at 8:00 p.m.

SECTION 4

CANDIDATE FILING INFORMATION



CITY OFFICE CANDIDATE FILING INFORMATION

Use this form to declare
your candidacy for city
office in Idaho.

Filing Dates and Deadlines

You must submit your complete declaration of candidacy plus the petitions to the office of the City Clerk by 5:00 pm (local time) on the last day of the candidate filing period. (*\$50-410, Idaho Code*)
All deadlines are at 5:00 pm (local time).

Candidate Filing Period

Filing Begins: August 18, 2025
Filing Ends: August 29, 2025

Withdrawal Deadline

September 5, 2025

The Clerk of the Political District must notify the county within 24 hours of a filing (*\$34-1404, Idaho Code*)

Filing Options

Candidates for city office have two options when filing for placement on the ballot:

1. Pay the filing fee

City Office: \$40.00 filing fee

Or

2. Submit nominating petitions

City Office: 5 valid signatures of eligible voters within the city

Completing the Declaration of Candidacy

When completing the Declaration of Candidacy, be sure to complete all fields and questions. Any incomplete or missing information may void your filing.

Section 1: Office Information

Enter the name of the office you are running for and the seat or district number (if applicable). Then enter the name of the city in which you are running.

Section 2: Candidate Information

When entering your Ballot Name, the following will NOT be allowed on the ballot:

- Nicknames that promote a particular political platform or are deemed offensive.
- Professional or military identifiers such as Dr., M.D., PhD., Esq., CPA, Captain, General, etc.

A phone number and email address are both required and will become publicly available upon request.

Section 3: Registered Address

- This MUST be a physical address. P.O. Boxes will not be accepted.
- If your registered address is the same as your mailing address, check the box at the bottom of this section and skip section 4.

Section 4: Mailing Address

- P.O. Boxes are acceptable.
- If your mailing address is the same as your registered address, check the box at the bottom of section 3 and leave this section blank.

Section 5: Homeowner's Exemption

If you or your spouse have claimed a Homeowner's exemption, list the address in this section.

Section 6: Campaign Finance

If your campaign finance contributions or expenditures exceed \$500, you MUST create a campaign finance account with the Idaho Secretary of State.

Visit sunshine.voteidaho.gov for more information.



DECLARATION OF CANDIDACY CITY OFFICE

Candidate Filing Period

Filing Begins: August 18, 2025
Filing Ends: August 29, 2025

Office name

1

Filing for the office of ☐ Mayor ☐ Council _____
City Lewiston Seat / District (if applicable) _____

Candidate information

Enter your name as it appears on your voter registration.

Enter your name as you would like it to appear on the ballot.

2

First name _____ Middle name _____
Last name _____ Suffix (if applicable) _____
Ballot name _____

NOTE: You may not use nicknames that promote a particular political platform or are deemed offensive. Professional or military identifiers (Dr., M.D., PhD., Esq., CPA, Captain, General, etc.) are also not allowed on the ballot.

Enter your phone number and email address.

Phone number _____ Email address _____

NOTE: Your phone number and email address are both required and will become publicly available upon request.

Registered address

Must be a street address.
P.O. Boxes are not allowed.

3

Address (not P.O. Box) _____ Unit/Apt # _____
City _____ State _____ Zip _____
☐ My mailing address is the same as my residential address. (If you check this box, then skip section 4)

Mailing address

Provide the address where you receive mail.

4

Address or P.O. Box _____ Unit/Apt # _____
City _____ State _____ Zip _____

Homeowner's exemption

If you or your spouse have claimed a homeowner's exemption, provide the address.

5

☐ I or my spouse have claimed a homeowner's exemption. (If no, proceed to section 6)
Address _____ Unit/Apt # _____
City _____ State _____ Zip _____

Campaign finance

Choose only one option.

6

☐ I have already created a Campaign Finance account and appointed a Treasurer. **Or** ☐ If any campaign finance contributions or expenditures reach or exceed \$500, I will create a Campaign Finance account with the Idaho Secretary of State and appoint a Treasurer.

Signature

Re-enter the city name, office, term length, and your residence address.

7

I, the undersigned, affirm that I am a qualified elector of the City of Lewiston, State of Idaho, and that I have resided in the city for at least thirty (30) days.

I hereby declare myself to be a candidate for the office of _____, for a term of _____ years, to be voted for at the election to be held on the 4th day of November, 2025, and certify that I possess the legal qualifications to fill said office, and that my residence address is _____

Candidate, sign and date here (Required)

X

Date (mm/dd/yyyy) ____ / ____ / ____

Notary Use Only

State of Idaho
County of _____

This record was signed before me on _____,
by _____
Print name of signer(s)

Notary Signature _____

Notary Printed Name _____

My Commission Expires _____

Place Notary Seal Above



PETITION FOR CANDIDACY CITY OFFICE

Candidate Filing Period

Filing Begins: August 18, 2025
Filing Ends: August 29, 2025

Office name

1

Filing for the office of ☐ Mayor ☐ Council _____
City Lewiston _____
Seat / District (if applicable) _____

Candidate name

2

Ballot name _____

NOTE: Enter the candidate's name as it will appear on the ballot.

This petition must be filed in the office of the City Clerk no earlier than 8:00 a.m. on the twelfth Monday and no later than 5:00 p.m. on the tenth Friday before election day. The submitted petition must have affixed thereto the names of at least five (5) qualified electors who reside within the appropriate city.

Petition signatures

3

I, the undersigned, being a qualified elector of the City of Lewiston, in the State of Idaho, do hereby certify and declare that I reside at the place set opposite my name and that I do hereby join in the petition of _____, a candidate for the office of _____ to be voted at the election to be held on the **4th** day of **November, 2025**.

	Signature of Petitioner	Printed Name	Residence Address	Date Signed
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Circulator Signature

4

I, _____, being first duly sworn, say: That I am a resident of the State of Idaho and at least eighteen (18) years of age; that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence; I believe that each has stated his or her name and residence address correctly; and that each signer is a qualified elector of the State of Idaho, and the City of Lewiston.

Circulator, sign and date here (Required)

X

Date (mm/dd/yyyy) ____ / ____ / ____

Notary Use Only

State of Idaho
County of _____

This record was signed before me on _____,
by _____
Printname of signer(s)

Notary Signature _____

Notary Printed Name _____

My Commission Expires _____

Place Notary Seal Above



SPECIAL DISTRICT OR CITY OFFICE WRITE-IN FILING INFORMATION

Use this form to declare your intent to be a write-in candidate for special district or city office in Idaho.

Filing Dates and Deadlines

Candidates must submit a complete declaration of intent with the corresponding district office by 5:00 pm (local time) on the last day of the candidate filing period. (*§34-1404, Idaho Code*)

All deadlines are at 5:00 pm (local time).

NOTE: The candidate filing dates have recently been updated following the passage of House Bill 278. This form reflects the updated candidate filing deadlines.

Candidate Filing Deadline

September 5, 2025

Withdrawal Deadline

September 5, 2025

Completing the Declaration of Candidacy

When completing the Declaration of Intent, be sure to complete all fields and questions. Any incomplete or missing information may void your filing.

Section 1: Office Information

Enter one of the following special district offices.

May Election:

- Auditorium
- Highway
- Hospital
- Library
- Water and Sewer
- Weather Modification

November Election:

- Ambulance Service District Commissioner
- Cemetery
- Fire Protection
- Recreation
- School Trustee
- City Office

Section 2: Candidate Information

Enter your name as it appears on your voter registration.

A phone number and email address are both required and will become publicly available upon request.

Section 3: Registered Address

- This **MUST** be a physical address. P.O. Boxes will not be accepted.
- If your registered address is the same as your mailing address, check the box at the bottom of this section and skip section 4.

Section 4: Mailing Address

- P.O. Boxes are acceptable.
- If your mailing address is the same as your registered address, check the box at the bottom of section 3 and leave this section blank.

Section 5: Homeowner's Exemption

If you or your spouse have claimed a Homeowner's exemption, list the address in this section.

Section 6: Campaign Finance

If your campaign finance contributions or expenditures exceed \$500, you **MUST** create a campaign finance account with the Idaho Secretary of State.

Visit sunshine.voteidaho.gov for more information.



WRITE-IN DECLARATION OF INTENT SPECIAL DISTRICT OR CITY OFFICE

Candidate Filing Deadline:

September 5, 2025

Office name

1

Filing for the office of _____ Term Length _____

District name *(for city office, enter the city name instead)* _____

Sub-district, zone, seat or position *(if applicable)* _____

Candidate information

Enter your name as it appears
on your voter registration.

2

First name _____ Middle name _____

Last name _____ Suffix *(if applicable)* _____

Enter your phone number and
email address.

Phone number _____ Email address _____

NOTE: Your phone number and email address are both required and will become publicly available upon request.

Registered address

Must be a street address.
P.O. Boxes are not allowed.

3

Address *(not P.O. Box)* _____ Unit/Apt # _____

City _____ State _____ Zip _____

☐ My mailing address is the same as my residential address. *(If you check this box, then skip section 4)*

Mailing address

Provide the address where
you receive mail.

4

Address or P.O. Box _____ Unit/Apt # _____

City _____ State _____ Zip _____

Homeowner's exemption

If you or your spouse
have claimed a homeowner's
exemption, provide the address.

5

☐ I or my spouse have claimed a homeowner's exemption. *(If no, proceed to section 6)*

Address _____ Unit/Apt # _____

City _____ State _____ Zip _____

Campaign finance

Choose only one option.

6

☐ I have already created a
Campaign Finance account
and appointed a Treasurer.

Or

☐ If any campaign finance contributions or expenditures reach
or exceed \$500, I will create a Campaign Finance account with
the Idaho Secretary of State and appoint a Treasurer.

Signature

7

I, the undersigned, do hereby declare myself a candidate for the office entered above. I certify under penalty of perjury that I possess the legal qualifications to hold said office and that the information on this declaration is true and accurate.

Candidate, sign and date here *(Required)*

X

Date (mm/dd/yyyy) ____ / ____ / ____

Official Use Only

☐ Candidate residency verified.

☐ District requirements verified.

☐ Homeowner's exemption verified *(if applicable)*.



WITHDRAWAL OF CANDIDACY

IMPORTANT INFORMATION

Candidate withdrawal deadlines vary by type of election and office sought. Please consult Idaho Code, or contact the Secretary of State's Office or your County Clerk for specifics.

Once filed, a declaration of candidacy may not be altered. If the candidate decides during the filing period to change the declaration of candidacy, the candidate must first withdraw and then re-file.

Note: Filing fees are nonrefundable

OFFICE INFORMATION

Jurisdiction and Office Name	Position Number (if applicable)

PERSONAL INFORMATION

First Name	Middle	Last Name

REASON FOR WITHDRAWAL

--

CERTIFICATION

I withdraw my candidacy for the office listed above and understand that the filing fee is nonrefundable.

Signature	Date:

Subscribed and sworn to before me this _____ day of _____, _____.

Signature: _____

Notary Public in and for the State of Idaho, residing at

My Commission Expires: _____

NOTARY
SEAL
HERE

SECTION 5

ADDITIONAL RESOURCES

Sec. 30-10. - Temporary signs—Permit not required.

The following temporary signs are authorized without a sign permit in every zoning district:

- (1) One (1) temporary sign no larger than four (4) square feet on the day prior to and on a day when the property on which the temporary sign is placed is open to the public.
- (2) One (1) temporary sign no larger than thirty-two (32) square feet when the property on which the temporary sign is placed is under construction or being offered for sale, lease, or rent. Such temporary sign shall be removed within fifteen (15) days after construction is complete or such property is sold, leased, or rented.
- (3) Temporary signs no larger than thirty-two (32) square feet placed on an owner's property no earlier than seventy-five (75) days in advance of a local, state, or federal election. Such temporary signs shall be removed no later than forty-eight (48) hours after such local, state, or federal election.
- (4) Signs authorized by this section shall not count toward any limitation on the number or area of signs allowed on private property, as set forth in this chapter.

(Ord. No. 4692, § 2, 10-30-17)

Sec. 30-11. - Signs in the public right-of-way.

- (a) Only government signs shall be placed in the public right-of-way unless specifically authorized by this section.
- (b) Signs not authorized by this section to be placed in the public right-of-way are declared a public nuisance and may be removed by the city without notice. The city shall hold such signs for thirty (30) calendar days. Owners of such signs may claim their signs from the public works department, located at 215 D Street, Suite B, Lewiston, Idaho, during normal business hours. If such signs remain unclaimed after thirty (30) calendar days, the city may dispose of such signs without further notice.
- (c) No sign shall be placed in the following public rights-of-way:
 - (1) Within three hundred (300) feet of the center of any public roundabout; provided, however, this restriction shall not apply to government signs.
- (d) Type I signs are temporary signs placed in a portion of the public right-of-way that is not used for vehicular travel or on-street parking, or as a sidewalk or planter box. Type I signs may be placed in the public right-of-way subject to the following conditions:
 - (1) No larger than thirty-two (32) square feet;
 - (2) No taller than eight (8) feet;
 - (3) Placed in the public right-of-way no earlier than seventy-five (75) days in advance of a local, state, or federal election;
 - (4)

Removed from the public right-of-way no later than forty-eight (48) hours after such local, state, or federal election;

- (5) Placed and maintained so as not to obstruct free and clear vision of pedestrian and vehicular traffic; and
- (6) Not an internally illuminated or animated sign.

Type I signs shall not require a sign permit or encroachment permit.

- (e) Type II signs are temporary signs placed on a public sidewalk within the general commercial (C-4) zone or the central commercial (C-5) zone. Type II signs may be placed on a public sidewalk subject to the following conditions:

- (1) No larger than six (6) square feet;
- (2) No taller than three (3) feet;
- (3) Placed and maintained so as not to obstruct free and clear vision of pedestrian and vehicular traffic;
- (4) Placed and maintained so that there are at least forty-eight (48) inches of clear and unobstructed space between the outer edge of the sign and the edge of the public sidewalk for access purposes; and
- (5) Not an internally illuminated or animated sign.

Type II signs may be placed adjacent to a business upon permission of the adjacent business or property owner. Only one (1) Type II sign shall be placed adjacent to a business at any time, and such sign shall be removed from the public sidewalk during nonoperating hours of such business. Type II signs shall not require a sign permit or encroachment permit.

- (f) Type III signs are temporary signs located within the central business district, as defined in section 37-145 of this Code, that are attached to city-owned or privately-owned utility poles. Type III signs are allowed only upon approval of an encroachment permit from the public works department pursuant to chapter 31, article III of this Code. If a Type III sign is proposed to be located on a privately-owned utility pole, then written permission from the owner of such privately-owned utility pole shall be provided at the time of application for an encroachment permit. A Type III sign shall have a height clearance of at least twenty (20) feet. A Type III sign shall not be an internally illuminated sign or an animated sign.

- (g) Bench signs shall not be allowed in the public right-of-way.

(Ord. No. 4692, § 2, 10-30-17; Ord. No. 4752, § 1, 6-24-19; Ord. No. 4886, § 1, 6-12-23; Ord. No. 4906, § 5, 3-25-24)

CHAPTER 2.04. CAMPAIGNING REGULATIONS*

Sec. 2.04.010. Title.

This chapter shall be known as the "Unfair Campaign Practices Ordinance of Nez Perce County."
(Code 1997, § 2.12.010; Ord. No. 33, § 1, 1984)

Sec. 2.04.020. Jurisdiction.

This chapter shall apply to all the property, real, personal or mixed, owned by the county at that premises commonly referred to as the Nez Perce County Fairgrounds, located within Lewiston, Nez Perce County, Idaho.
(Code 1997, § 2.12.050; Ord. No. 33, § 5, 1984)

Sec. 2.04.030. Violation; penalty.

It shall be an infraction for any person to place, erect, affix or otherwise establish, or cause the placement, erection, affixing or establishment of any sign, poster, placard or other campaign symbolism or insignia relating to any candidate for office or proposition or referendum to be voted upon in any public election, upon or over the property owned by the county, at the Nez Perce County Fairgrounds, located within Lewiston, Nez Perce County, Idaho, on an election day from 30 minutes before the election polls open through and including the time such polls close; and the punishment for the violation of this chapter for anyone found guilty shall be by fine of not more than \$300.00.
(Code 1997, § 2.12.070; Ord. No. 33, § 7, 1984)

Sec. 2.04.040. Duties of sheriff.

It is made the duty of the county sheriff, or his deputy, to immediately remove from the said fairgrounds, any sign, poster, placard, campaign symbolism or insignia erected, placed or otherwise established upon or over said fairgrounds in violation of this chapter.

*State law reference—Placing election posters or promotional material on public or private property without permission, Idaho Code, § 18-7029.

CD2:3

RE: NO Political Signs at Fairgrounds, Including Parking Lots

As you are aware, the State of Idaho has a regulation prohibiting the display of election campaign information within a radius of 100 feet of a polling place on Election Day (Idaho Code 18-2318). In addition, Nez Perce County Ordinance 33 prohibits the display of all campaign information at the Fairgrounds on Day beginning thirty (30) minutes prior to the opening of the polls until after the polls close. This regulation includes the Fairgrounds parking lot. Violation of the County Ordinance is considered a misdemeanor. Please help us avoid enforcement issues and inform your campaign workers.

Thank you,

Patty Weeks, Clerk
Nez Perce County Elections

Patty O. Weeks
NEZ PERCE COUNTY, IDAHO

CLERK OF THE DISTRICT COURT
EX-OFFICIO AUDITOR AND RECORDER

August, 2025

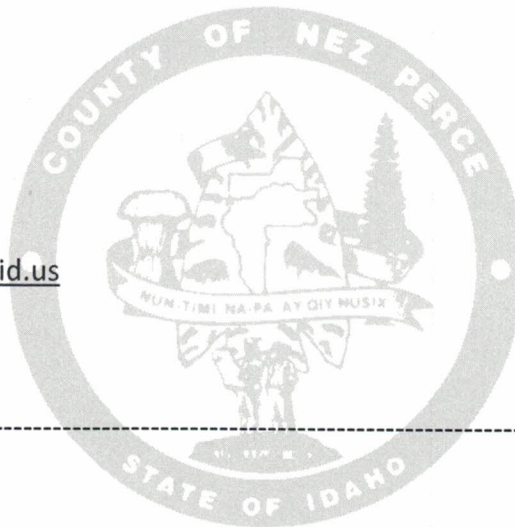
Dear Candidate,

Congratulations on your bid for public office. As a service to help educate our public we are asking candidates to provide us links to their social media to be displayed on our county website.

Please either email me directly with the link or complete the form below and return it to our office.

Sincerely,

Diane Whisner
Elections Deputy
Email: dianew@co.nezperce.id.us
Phone: (208) 799-3020
Direct: (208) 750-2051



Nez Perce County Elections
ATTN: Diane Whisner
PO Box 896
Lewiston, ID 83501

Candidate Name: _____

Campaign Link: _____

Date: _____



Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 18
CRIMES AND PUNISHMENTS
CHAPTER 23
ELECTIONS

18-2318. ELECTIONEERING AT POLLS PROHIBITED. (1) In order to protect the freedom of voters to exercise their franchise without interference or intimidation and to ensure the administration of an election at any polling place is undisturbed, the provisions of this section shall apply on any day that ballots are being cast in person for any election.
~~No~~ (2) ~~a~~ person may, within a polling place, within any building in which an election is being held, or within two hundred fifty (250) feet of the primary entrance and exit used by voters at a polling place or other voting location:

- (i) Do any electioneering;
- (ii) Circulate cards or handbills of any kind;
- (iii) Solicit signatures to any kind of petition;
- (iv) Advocate for or against any candidate or measure;
- (v) Solicit votes in any manner or by any means; Give
- (vi) or offer to give any money or gifts; or
- (vii) Engage in any practice that interferes with the freedom of voters to exercise their franchise or disrupts the administration of the polling place.

~~The~~ restrictions set forth in this subsection shall not apply to conduct occurring on private property located adjacent to a building designated as a polling place.

(3) No person may obstruct the doors or entries to a building in which a polling place is located or prevent free access to and from any polling place. ~~Nothing~~ (4) in this section shall be construed to prohibit poll workers and elections officials from being physically present at a voting location, distributing material that is necessary to instruct electors, or distributing materials prepared by the secretary of state or by the county clerk.

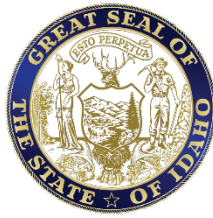
(5) Any election official may take the necessary steps to address electioneering, including but not limited to the removal of physical materials, addressing individuals deemed to be electioneering, or contacting law enforcement.

The ~~first~~ two (2) violations of this section by a person shall be deemed an infraction punishable by a fine in the amount of three hundred dollars (\$300) for each such violation. Any person who violates this section three (3) or more times is guilty of a misdemeanor.

History:

[18-2318, added 1986, ch. 97, sec. 2, p. 276; am. 1997, ch. 360, sec. 1, p. 1061; am. 2006, ch. 71, sec. 5, p. 218; am. 2007, ch. 202, sec. 1, p. 620; am. 2024, ch. 195, sec. 1, p. 700.]

How current is this law?



PHIL McGRANE

IDAHO SECRETARY *OF* STATE

2024 Campaign Disclosure Manual for Candidates and Political Committees

Prepared Under the Authority of
Idaho Secretary of State

Elections Telephone: (208) 334-2852
700 W. Jefferson, Ste. E-205
P.O. Box 83720
Boise, Idaho 83720-0080

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INTRODUCTION

The Sunshine Law for Political Funds and Lobbyist Activity Disclosure was enacted in 1974 through the initiative process. The Secretary of State has the responsibility of administering Idaho's Sunshine Law for Campaign Disclosure. Since the implementation, the Secretary of State's Office has strived to increase accessibility to all of Idaho's citizens.

This guide has been created to aid Candidates and Political Action Committees in meeting the requirements of the Sunshine Law.

Scanned campaign report images from Candidates and Political Action Committees, an online searchable database containing information from each campaign report, blank reporting forms and sunshine manuals can be found at <https://sos.idaho.gov/elect/finance/index.html>.

Questions regarding the Sunshine Law and Election Laws along with requests for information, manuals, forms and filed reports can be directed to:

Secretary of State
Attn: Election Division
PO Box 83720
Boise, ID 83720-0080
Phone: (208) 334-2852
Fax: (208) 334-2282
Email: elections@sos.idaho.gov

REQUIRED REPORTING

Who is required to report to the Secretary of State?

The Sunshine Law requires both Candidates and Political Committees to submit Campaign Finance Reports online to the Secretary of State.

County, City, Special District and Judicial Candidates are exempt unless/until they reach a \$500 threshold:

***The political treasurer for a candidate for a judicial office or a local government office, or for a political committee that is specifically designated to support or oppose a candidate or local ballot measure, is exempt from filing reports under section 67-6607, Idaho Code, unless and until such time as the candidate receives contributions or expends funds in the amount of five hundred dollars (\$500) or more. (Idaho Code 67-6608).*

Along with monthly/annual reports, other items must be reported under specific circumstances. These include:

- 48 Hour Notice of Contributions of \$1000 or more (Idaho Code 67-6607(3))
- Independent Expenditures, 48 Hour Notice required if over \$1000 (Idaho Code 67-6611(4))
- Electioneering Communications, 48 Hour Notice required if over \$1000 (Idaho Code 67-6628(3))
- Statement of a Nonbusiness Entity, report filed within 30 days if over \$1000 (Idaho Code 67-6606(2))

CANDIDATES

When does an individual become a Candidate?

According to Idaho Code 67-6602(1), An individual becomes a candidate when he or she does any of the following:

"Candidate" means an individual who seeks nomination, election, or reelection to public office and who has taken any of the following actions:

- (a) Announced the individual's candidacy publicly;
- (b) Filed for public office;
- (c) Received a contribution for the purpose of promoting the individual's candidacy for office; or
- (d) Made an expenditure, contracted for services, or reserved space with the intent of promoting the individual's candidacy for office.

For purposes of this chapter, an incumbent shall be presumed to be a candidate in the subsequent election for his or her office until the incumbent has failed to file a declaration of candidacy by the statutory deadline.

Can an individual inquire about support for his or her candidacy without becoming a candidate?

According to the Attorney General's Opinion No. 77-29, "Those using personal funds to travel to various areas of the state to inquire about support for a proposed candidacy are not "candidates" if they limit their activities to seeking advice concerning their potential candidacy. However, one becomes a "Candidate" by either making broad based public contacts regarding his candidacy or by making any contacts aimed primarily at soliciting campaign staff, volunteers, or financing."

What offices are considered state offices and require reporting to the Secretary of State?

Any individual actively seeking nomination or election to a state office is considered a candidate and is subject to the Campaign Finance reporting requirements.

- Governor
- Lieutenant Governor
- Secretary of State
- State Controller
- State Treasurer
- Attorney General
- Superintendent of Public Instruction
- State Senator
- State Representative
- Judge of the District Court (only if reach a \$500 threshold)
- Judge of the Appellate Court (only if reach a \$500 threshold)
- Justice of the Supreme Court (only if reach a \$500 threshold)

POLITICAL COMMITTEE

How does an individual or organization become a Political Committee?

Any individual, corporation, association, firm, partnership, committee, political party, club or other organization or group of people become a Political Committee once certain conditions are met.

According to Idaho Code 67-6602(20), an individual or organization becomes a Political Committee when any of the following occur:

- They are specifically designated to support or oppose any candidate or measure
- They received contributions and made expenditures in an amount exceeding one thousand (\$1000) in any calendar year for the purpose of supporting or opposing one (1) or more candidates and/or measures.

Note: Any entity registered with the Federal Election Commission shall not be considered a political committee for the purpose of this manual. (Section 67-6602(20), I.C.)

When does a recognized local party committee become a Political Committee?

A county, district or regional committee of a recognized political party is not required to file as a Political Committee with the Secretary of State unless the party committee has expenditures exceeding five thousand dollars (\$5,000) in a calendar year. (Idaho Code 67-6602(20)(c))

POLITICAL TREASURERS

Who is required to appoint a Political Treasurer and when must they be appointed?

All statewide candidates and legislative candidates must appoint and certify a treasurer before receiving any contributions or making any expenditures.

County, city and special district candidates, along with all judicial candidates do not need to appoint a treasurer until they receive and/or expend funds totaling \$500. Their Declaration of Candidacy stands as their C1 until such a point that they reach the \$500 threshold and create a campaign finance account on the Secretary of State website.

PACs do not need to create an account and appoint a treasurer until they receive and/or expend funds totaling \$1,000.

****Note:** a Candidate or Chairperson can also be their own treasurer.

How is a Political Treasurer appointed and certified?

A Candidate or Chairperson will appoint a treasurer while creating their Campaign Finance Account on the online Secretary of State's Office portal. The treasurer application will then be certified by the Secretary of State's Office or by the local county clerk's office, depending on the jurisdiction.

What are the duties of a Political Treasurer?

The key responsibilities to being a Political Treasurer are to:

- Keep detailed accounts current and file assigned reports by the 10th of the assigned month.
- Obtain the full name and complete address of any individual or organization which has made a contribution of any amount. (Transmit any anonymous contribution to the State Controller for deposit in the Public School Fund.)

*File timed reports within 48 hours of receiving contributions of \$1000 or more and within 48 hours of entering into contract for Independent Expenditure or Electioneering Communications.

- Keep the detailed record of accounts for at least one year after the date of the election or filing of the last Campaign Financial Disclosure Report, whichever is later.

- Clearly indicate on all public political advertising the person responsible for such communications (for example: print “Paid for by Candidate X for Senate” on all communications).

**Campaign buttons, bumper stickers, pins, pens and similar small items upon which a disclaimer cannot be conveniently printed are not deemed to be regulated by the provisions of Section 67-6614A, Idaho Code.

What are the requirements for serving as a Political Treasurer? Idaho Code 67-6603(a)

The only requirement for serving as a Political Treasurer is that the individual must be registered to vote in the state of Idaho.

Can a candidate or chairperson serve as his or her own Political Treasurer?

Yes, a candidate or chairperson may serve as his or her own Political Treasurer. It is recommended that the candidate or chairperson keep campaign funds separate from personal funds through separate bank accounts or other methods.

Can an individual serve as a Political Treasurer for more than one candidate and/or Political Committee? Idaho Code 67-6603(a)

Yes, an individual may serve as the Political Treasurer for more than one candidate and/or Political Committee. However, they need to keep separate records and accounts for each candidate and/or Political Committee.

What happens if a Political Treasurer resigns, is removed or dies?

The candidate or the chairperson of the Political Committee can change their treasurer in their Campaign Finance Account by accessing the Setup tab and selecting the Treasurer Setup menu within their Campaign Finance Portal.

CAMPAIGN FINANCE DISCLOSURE REPORTING DATES

Below is the schedule of reporting periods and the due dates for filing Campaign Financial Disclosure Reports for 2024. These dates are set pursuant to the provisions of Sections 67-6607 and 67-6608, Idaho Code.

Campaign Finance Reporting Schedule 2024

(Candidates running in 2024 must file monthly reports. **See exception below.)

(PACs participating in any races for 2023 are required monthly reports.)

<u>Reporting Period</u>	<u>Filing Date</u>
January 1-31 st	February 10 th
February 1-29 th	March 10 th
March 1-31 st	April 10 th
April 1-30 th	May 10 th
May 1-31 st	June 10 th
June 1-30 th	July 10 th
July 1-31 st	August 10 th
August 1-31 st	September 10 th
September 1-30 th	October 10 th
October 1-31 st	November 10 th
November 1-30 th	December 10 th
December 1-31 st	January 10 th , 2023

Annual Reports

(Candidates not running in 2024 are only required to file an annual report.)

<u>Reporting Period</u>	<u>Filing Date</u>
January 1 st - December 31 st , 2024	January 10 th , 2025

*****County Candidates that do not reach a \$500 threshold do not need to create a Campaign Finance Account or file reports. See Idaho Code 67-6608(1).***

-All contribution of \$1000 or more require a 48 hour notice. See Idaho Code 67-6607(3),67-6608(2).

-See Idaho Code 67-6607(2) for reporting periods.

-Late filing fees accrue at \$50 per day. See Idaho Code 67-6625A.

REPORTING - FREQUENTLY ASKED QUESTIONS

Although it is the responsibility of the Political Treasurer to be aware of all filing deadlines and to report on a timely basis, it is the policy of the Secretary of State's Office to send the Candidate, Chair and Treasurer a reminder concerning the date a report is due. However, this is only a courtesy and a missed reminder will not be accepted as a reason for a late report.

Can Campaign Financial Disclosure Reports be submitted online to the Secretary of State?

Yes, all Campaign Financial Reports must be filed online through the Secretary of State's online campaign finance portal at sunshine.voteidaho.gov

Does a scheduled Campaign Financial Disclosure Report need to be filed if there have been no contributions or expenditures in the reporting period?

Yes, reporting schedules must be followed regardless of the financial activity for that reporting period. See Idaho Code 67-6609.

I am a Political Treasurer for a Candidate who was defeated in their contest. Are reporting requirements automatically completed after the race?

No, Campaign Finance Reports must be filed until there is no longer a cash balance and/or debt shown on the last filed report. Once there is no longer any cash or debt, the treasurer -or- candidate may request the account be terminated by contacting our office to make this request. See Idaho Code 67-6607(5).

I want to keep my account open but do not want to continue filing monthly reports. Can I apply for a different reporting schedule?

Yes, Candidates who are no longer in office, were defeated in their contests, or PAC's that will no longer be active but have remaining cash on hand and/or debt, can request their account be moved to an 'Inactive' status so that only annual reports will be due until the account has filed a zero report and have requested the account be terminated. Contact the Secretary of State's Office, or your local county clerk's office (if account jurisdiction falls to the county), to request the change of status to 'Inactive.'

What should I do as a Political Treasurer if I am unable to balance a report that is due?

The report must be balanced before the system will allow submission. If the negative balance is caused by a technical issue, notify the Secretary of State's Office or your local County Clerk's Office for assistance with resolution.

May I receive an extension on the due date to file a report?

No, the Sunshine Law does not allow the Secretary of State to grant extensions on filing deadlines. Accrual of late fines may only be withheld in the event of our system encountering a technical issue affecting the submission of the report, provided that the Secretary of State's Office or the local County Clerk's Office was made aware of the issue prior to the filing deadline.

May a Candidate or Political Committee transfer assets for the purpose of earning interest?

Yes, a Candidate or Political Committee may transfer assets for the purpose of earning interest. The interest earned must be listed as a contribution from the bank/organization paying interest.

TERMINATION OF REPORTING

When, and under what circumstances, can the reporting requirements be terminated?

Candidates may seek termination of their reporting requirements once they no longer hold an office or are no longer running for an office. Political Committees may seek termination of their reporting requirements at any time. To achieve eligibility for termination, the accounts last filed report must have a zero cash and/or a zero debt balance. The Candidate / Chairperson or Treasurer may then contact the Secretary of State's Office (if registered with the Secretary of State's Office) or their local county clerk's office (if account jurisdiction falls to the county) to request termination.

How may campaign funds be used? Idaho Code 67-6610C

Contributions may be used in any of the following ways:

- a) For expenditures in connection with the campaign for public office of the candidate;
- b) For ordinary and necessary expenses incurred in connection with the duties of the individual as a holder of a public office;
- c) For contributions to an organization described in section 170(c) of the Internal Revenue Code of 1986;
- d) For transfers, without limitation, to a national, state or local committee of a political party,

- e) For donations to state and local candidates subject to the provisions of state law, or;
- f) For contributions to Political Committees, or
- g) For any other lawful purpose unless prohibited by subsection (2) of this section.

Are there ways that campaign funds may not be used?

Prohibited use:

- (a) In general. A contribution shall not be converted by any person to personal use.
- (b) Conversion. For the purposes of subsection (2)(a) of this section, a contribution shall be considered to be converted to personal use if the contribution is used to fulfill any commitment, obligation or expense of a person that would exist irrespective of the candidate's election campaign or individual's duties as a holder of public office, including:
 - (i) A home mortgage, rent or utility payment;
 - (ii) A clothing purchase except for items of de minimis value such as campaign shirts or hats;
 - (iii) A noncampaign or non-officeholder-related automobile expense;
 - (iv) A country club membership;
 - (v) A vacation or other noncampaign-related trip;
 - (vi) A tuition payment;
 - (vii) Admission to a sporting event, concert, theater or other form of entertainment not associated with an election campaign;
 - (viii) Dues, fees and other payments to a health club or recreational facility; and
 - (ix) Meals, groceries or other food expense, except for tickets to meals that the candidate attends solely for the purpose of enhancing the candidacy of another person or meal expenses which are incurred as part of a campaign activity or as part of a function that is related to the candidate's or officeholder's responsibilities.

CONTRIBUTIONS- FREQUENTLY ASKED QUESTIONS

What is considered a contribution?

"Contribution" includes any advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge, subscription or transfer of money or anything of value, and any contract, agreement, promise or other obligation, whether or not legally enforceable, to make a contribution, in support of or in opposition to any candidate, political committee or measure. (Section 67-6602(c), I.C.)

Does a contribution include money or items supplied by the Candidate?

Yes, any personal funds or property of a Candidate expended or transferred to cover expenses incurred in support of the Candidate are considered a contribution to the Candidate's campaign. They must be reported as contributions from the Candidate.

However, the payment of the candidate's declaration of candidacy filing fee is excluded unless paid for from campaign funds.

May a Candidate or Political Treasurer accept corporate and union contributions?

Yes, the Sunshine Law in no way restricts the ability of a corporation, union, or any other person to give a Candidate or Political Committee money, goods or services, provided that such contributions abide by Sunshine Law contribution limits.

May a Candidate or Political Treasurer accept contributions from individuals, businesses or organizations in foreign countries?

No. Idaho Code 67-6610D states:

FOREIGN CONTRIBUTIONS, FOREIGN INDEPENDENT EXPENDITURES, AND FOREIGN ELECTIONEERING COMMUNICATIONS PROHIBITED. (1) A foreign national shall not make a contribution, directly or indirectly, to any candidate, political committee, or measure or make electioneering communications or independent expenditures.

(2) As used in this section, "foreign national" means:

- (a) An individual who is not a citizen of the United States and is not lawfully admitted for permanent residence;
- (b) A government or subdivision of a foreign country;
- (c) A foreign political party; or
- (d) Any entity, such as a partnership, association, corporation, organization, union, or other combination of persons, that is organized under the laws of or has its principal place of business in a foreign country.

(3) A violation of the provisions of this section shall be prosecuted and punished as provided in section 67-6625(2) through (5), Idaho Code. Provided, however, any person who knowingly and willfully violates the provisions of this section is guilty of a felony when:

- (a) The aggregate amount of contributions, independent expenditures, or cost of electioneering communications made in violation of this section exceeds one thousand dollars (\$1,000) in a consecutive twelve (12) month period; or
- (b) The person pleads guilty to or is found guilty of a knowing and willful violation of the provisions of this section for a second time within ten (10) years, notwithstanding the form of the judgment or withheld judgment.

(4) If any provision of this section or its application to any person or circumstance is held invalid, the remainder of the section or the application of the provision to other persons or circumstances is not affected.

History: [67-6610D, added 2021, ch. 237, sec. 1, p. 727.]

Federal Law 441e does not allow a foreign national, including partnerships, associations, corporations, organizations, or other combination of persons organized under the laws of or having its principal place of business in a foreign country, to make contributions to candidates or committees or to make independent expenditures:

"441e - Contributions and donations by foreign nationals - Prohibition - It shall be unlawful for a foreign national, directly or indirectly, to make a contribution or donation of money or other thing of value, or to make an express or implied promise to make a contribution or donation, in connection with a Federal, State, or a local election; a contribution or donation to a committee of a political party; or an expenditure, independent expenditure, or disbursement for an electioneering communication. It also makes it unlawful for a person to solicit, accept, or receive a contribution or donation from a foreign national. A foreign national means a foreign principal, which includes a government of a foreign country and a foreign political party; a person outside the United States, unless it is established that such person is an individual and a citizen of and domiciled within the United States, or that such person is not an individual and is organized under or created by the laws of the United States or of any State or other place subject to the jurisdiction of the United States and has its principal place of business within the United States; and a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country (section 611(b) of Title 22), except that the term "foreign national" shall not include any individual who is a citizen of the United States. It also means an individual who is not a citizen of the United States or a national of the United States and who is not lawfully admitted for permanent residence, as defined by section 1101(a)(20) of title 8."

May a Candidate or Political Treasurer accept anonymous contributions or report a contribution as anonymous?

No. No contribution shall be made and no expenditure shall be incurred, directly or indirectly, in a fictitious name, anonymously or by one (1) person through an agent, relative or other person in such a manner as to conceal the identity of the source of the contribution (67-6614, Idaho Code). In accordance with 67-6610, Idaho Code, the political treasurer shall immediately transfer an anonymous contribution to the State Controller's Office for deposit into the Public School Fund.

Can I receive contributions from multiple businesses owned/operated by the same person?

A Contribution is acceptable from each individual person and one business entity
Idaho Code 67-6610A(6)

(6) For the purposes of contribution limits, the following apply:

- (a) A contribution by a political committee with funds that have all been contributed by one (1) person who exercises exclusive control over the distribution of the funds of the political committee is a contribution by the controlling person.
- (b) All contributions made by a person or political committee whose contribution or expenditure activity is financed, maintained or controlled by a trade association, labor union or collective bargaining organization shall be considered a contribution from such trade association, labor union or collective bargaining organization.

- (c) Two (2) or more entities are treated as a single entity if the entities:
 - (i) Share the majority of members on their board of directors;
 - (ii) Share two (2) or more officers;
 - (iii) Are owned or controlled by the same majority shareholder or shareholders or persons;
 - (iv) Are in a parent-subsidary relationship; or
 - (v) Have bylaws so stating.

Is there a limit on personal funds or property a Candidate may contribute to his or her own campaign?

No. Contribution limits set forth in section 67-6610A are not applicable to a Candidate contributing to his or her own campaign. A Candidate may contribute as much as he or she would like to for his or her own campaign.

Are there limits on contributions that a Candidate may receive other than from the Candidate themselves?

Yes. Contributions are limited based on the office the candidate is running for. Statewide candidates may receive \$5000 (per election), State Legislative candidates may receive \$1000 (per election) and Judicial, County, City or Special District candidates may receive \$1000 (per election, if applicable). See Idaho Code 67-6610A.

Do the contribution limits apply to money or items supplied by the Candidate's spouse or family members?

Yes. Any funds or property expended or transferred to the Candidate by the Candidate's spouse or family members are subject to the contribution limits.

May a contribution be returned to the donor?

Yes. Contributions may be returned to the individuals who donated them. If the original contribution was reported on Schedule A, the return of the contribution is reported as a 'returned' contribution in their campaign finance portal on their current report.

Does a contribution include items other than cash?

Yes. Contributions other than money or its equivalent are deemed to have a cash value equivalent to the fair market value of the item. These are considered In-Kind Contributions and must be reported as such.

Who must file a 48 Hour Notice of Contributions/Loans Received of \$1000 or more?

Each Candidate and any Committee who receives a contribution of \$1000 or more must file a 48 Hour Notice report through their Campaign Finance Portal. Idaho Code 67-6607 (3)

When must the 48 Hour Notice of Contribution/Loan Received be filed?

The 48 Hour Notice must be filed in the Campaign Finance Portal within 48 hours of receiving the contribution.

Are personal funds and In-Kind Contributions included in the 48 Hour Notice Requirement?

Yes, this applies to all contributions, including personal funds from the Candidate and In-Kind Contributions.

Does a contribution reported on a 48 Hour Notice need to be reported on another report?

By adding the contribution to your campaign finance portal, the contribution will be included on your filed report for that reporting period.

What are In-Kind Contributions?

In-Kind Contributions are contributions other than money or its equivalent.

- a) These donations are deemed to have a monetary value equivalent to the fair market value of the contribution.
- b) Services, property or rights furnished at less than the fair market value are deemed a contribution. A contribution of this kind shall be reported as an In-Kind Contribution at its fair market value and will count toward any applicable contribution limit for the contributor.

All in-kind transactions must be itemized, regardless of the amount.

How does an In-Kind Contribution affect my cash balance?

Since In-Kind Contributions are not cash, they are reflected in both the total contributions and total expenditures. Therefore, they do not affect the actual cash balance.

How is the value of an In-Kind Contribution determined?

The overriding principle governing the value of an In-Kind Contribution is the amount a well-informed buyer or lessee would pay and the amount a well-informed seller or lessor would accept. Below is a list of common In-Kind Contributions and how they should be reported:

- i) A contributor buys supplies or equipment for the campaign: the In-Kind Contribution equals the amount spent on the purchase and is listed as an In-Kind contribution from said person/company and then is reported as an In-Kind expenditure to the company the supplies or equipment were purchased from.
- ii) A contributor takes out an advertisement supporting a Candidate after collaborating with or receiving approval from the Candidate: the In-Kind Contribution equals the cost of the

ad. It is reported as an In-Kind contribution from said person/company and then is listed as an In-Kind expenditure to the company the ad was purchased from.

iii) A contributor loans the campaign the use of a computer or copier: the In-Kind Contribution equals the cost of leasing a similar piece of equipment for the period of time in question. This is reported as an In-Kind contribution from said person/company and then is listed as an In-Kind expenditure to the same said person/company.

iv) A printer prints campaign literature at a cost below the printer's normal charge for a similar job: the In-Kind Contribution equals the amount of the discount. This is reported as an In-Kind contribution from said person/company and then is listed as an In-Kind expenditure to the same said person/company.

v) A business provides food or beverages for a campaign event: the In-Kind Contribution equals the amount that the business would normally expect to receive from the sale of the items. This is reported as an In-Kind contribution from said person/company and then is listed as an In-Kind expenditure to the same said person/company.

vi) The central committee of a Political Party agrees to use its bulk mailing permit and pay the postage of a mailing that supports your candidacy: The In-Kind Contribution is only the face value of the postage costs paid by the party for this communication. Do not factor in the amount the party paid for the permit. This is reported as an In-Kind contribution from the central committee and then is listed as an In-Kind expenditure to the postal service.

Which date should be used as the Date Received?

Report the contribution date as the date the contribution was received by either the candidate, chair or the treasurer.

Do contributions that are less than \$50 need to be tracked since they are reported as Unitemized Contributions?

Yes. All contributions must be tracked. The full name and address of all contributors, regardless of amount, must be retained in the candidate's records. Once a contributor exceeds \$50 in a calendar year, their contributions must be itemized on the campaign finance report.

Are loans to a Candidate (other than from themselves) considered contributions and subject to contribution limits?

Yes. Loans to Candidates from anyone other than the Candidate themselves are considered contributions and are subject to the contribution limits. Candidates may contribute/loan to themselves without limit. Note:

a) Payments made on the loan reduce the amount of the debt by taking from the campaign finance accounts cash on hand.

b) Loans that exceed the contribution limits from anyone other than the candidate are a violation of the law even if they are repaid in full.

c) Loans from the Candidate to their own campaign do not have contribution limits.

How are loans to a Candidate or Political Committee reported?

Loans to Candidates or Political Committees are reported in their online campaign finance portal and will show on their monthly or annual report as debt.

Are purchases made with a credit card considered debt?

Yes, purchases made with a credit card that are not going to be paid off right away should be reported as a credit card expenditure and will be listed as a debt in their campaign finance account report. A candidate or PAC may then make payments on the credit card within their campaign finance account which will decrease the debt while decreasing their cash on hand.

****Credit card purchases that are paid right away may be simple reported as an expenditure to the person/ company the purchase was made from, regardless of the means by which the purchase was paid by (debit, credit, cash).**

If a volunteer provides an open house, are the expenses and home hospitality considered a contribution?

If monies are spent on the event in an amount exceeding \$25, the candidate or PAC would report the total amount as an In-Kind from the volunteer.

A candidate or Political Committee is planning on holding a raffle or auction. How is this reported?

If you are planning a raffle or auction, please contact the Idaho Lottery Enforcement Division - (208) 334-2277. Also see Idaho Code 67-7710 and 67-7711.

DESIGNATING CONTRIBUTIONS - FREQUENTLY ASKED QUESTIONS

What is a designated versus an undesignated contribution?

The donor's intent regarding which election the contribution should be put toward is termed as the designation of said contribution. When adding a contribution to the campaign finance portal, the contribution needs to be specified as being put toward the contribution limit for the Primary or General Election along with the candidate's election year.

ELECTION YEAR*	ELECTION TYPE*
	☐ Primary ☐ General
CONTRIBUTION DATE*	CONTRIBUTION AMOUNT*
	\$0.00

Do Candidates have to designate contributions?

Yes, Candidates must identify whether the contribution is given towards the Primary or General Election. Contribution limits are by election, not by calendar year.

Contributions received prior to a Primary election should be designated as being toward the Primary. If the candidate wins the Primary, any contributions received after the Primary Election must be designated toward the General Election.

A candidate may receive contributions for the General before the Primary is completed. If the candidate does not advance past the Primary, then contributions designated for the General must be returned.

Do Political Committees have to designate contributions?

No, a Political Committee is not required to designate contributions as they do not have contribution limits.

Can contributions received after an election be put toward past elections?

Candidates receiving monies after an election has passed may only receive contributions to put toward a past election if the candidate has outstanding debt remaining on their last filed campaign finance report. The monies received in this case must immediately go toward paying down their debt. Contribution limits from the donor still apply. (See Retiring Debt.)

CONTRIBUTION LIMITS (Section 67-6610A, Idaho Code)

Aggregate Contributions From	To Legislative Authorized Candidate Committee	To Statewide Authorized Candidate Committee	To PAC or State Party Committee
Individual (*other than Candidate)	\$1,000 **Per Election	\$5,000 **Per Election	No Limits
***Corporation, PAC, other Recognized Legal Entity**	\$1,000 **Per Election	\$5,000 **Per Election	No Limits
State Central Committees	\$2,000 **Per Election	\$10,000 **Per Election	No Limits
County Central Committees	\$2,000 **Per Election	\$5,000 **Per Election	No Limits

* Candidate contributions unlimited to his/her campaign

** Primary - General

*** Includes National Party Organizations

In-Kind Contributions

Contributions other than money or its equivalent are deemed to have a monetary value equivalent to the fair market value of the contribution. Services, property or rights furnished at less than their fair market value for the purpose of assisting any candidate or political committee are deemed a contribution. A contribution of this kind shall be reported as an In-Kind Contribution at its fair market value and counts toward any applicable contribution limit of the contributor. Contributions shall not include the personal services of volunteers.

EXPENDITURES - FREQUENTLY ASKED QUESTIONS

What is considered an expenditure?

An expenditure includes "any payment, contribution, subscription, distribution, loan, advance, deposit, or gift of money or anything of value, and includes a contract, promise, or agreement, whether or not legally enforceable, to make an expenditure. The term "expenditure" also includes a promise to pay, a payment or a transfer of anything of value in exchange of goods, services, property, facilities or anything of value for the purpose of assisting, benefiting or honoring any public official or candidate, or assisting in furthering or opposing any election campaign." (Section 67-6602(h), I.C.)

Must personal expenditures made by a Candidate in support of his or her own campaign be reported?

Yes, all personal funds expended by a Candidate in support of his or her own campaign must be reported. They can be entered either by:

- a) Entering a contribution for the amount of the expenditure and then entering the expenditure, or
- b) Entering a loan for the amount of the expenditure and then entering the expenditure

Option b allows the Candidate to repay the loan using campaign funds, including funds raised through other contributors. It therefore allows the Candidate to reimburse themselves for the expenditure.

The Candidate's campaign repays the Candidate for personal expenditures. How is this reported?

The name of the company or person that the original expense went to, along with the expense code, will be reported as the expenditure and the campaign will reimburse the candidate. Being transparent about what the money paid for, instead of who it reimbursed, is the proper way to report expenditures.

A Candidate or Political Committee has received a refund of deposit, a rebate from a vendor, or a return of overpayment from a vendor. How is this reported?

This is reported on the candidate's campaign report as a refund. The refund will be listed on their filed report with the name and address of the individual or vendor, the original date the expenditure was made, the original expenditure amount, the amount of the refund, and the reason for the refund.

Our Political Committee paid for printing costs or other services for a Candidate or other Political Committee. How should we report that on OUR report?

The Political Committee will list the expenditure as paid to the individual, organization or business to whom the monetary payment was to, and then select the applicable expenditure type of Independent Expenditure or Electioneering Expenditure. For an Independent Expenditure, you would list the name(s) of who the expense in support or opposition to was made on behalf of. If the expenditure was made with the candidate's knowledge, the expense is subject to the candidate's contribution limits and the candidate must list the expense as an In-Kind from the committee. If the candidate was not working in coordination with the committee, the Independent Expenditure is not subject to contribution limits and the candidate does not need to report the expenditure as an In-Kind on their report.

RETIRING DEBT - FREQUENTLY ASKED QUESTIONS

What is considered debt?

Debt is any unpaid monetary obligation incurred.

Are loans considered debt?

Yes, outstanding loans are considered debt.

Are purchases made with a credit card considered debt?

If you will not be paying for the expenditure in full in the current reporting period, you should add the expenditure amount to the Credit Card/Debt tab. If you used your credit card but plan on reimbursing the card from the campaign within the reporting month, you can simply list the expense as an expenditure.

The election is over but the Candidate still has unpaid debt. Can the Candidate continue to accept contributions towards the completed election to retire that debt?

Yes, a Candidate with unpaid debt may accept additional contributions towards the completed election to retire such unpaid debt. Unpaid debt for this section means any unpaid monetary obligation as listed on the previously filed report, minus any cash balance reported on the same report. The contributions must still abide by the contribution limits for that election. The contribution received must be put toward the remaining debt by means of making a payment to the debt within the same reporting period.

For example: A contributor donated \$500 to a legislative candidate (\$1,000 contribution limit) in the last General Election. The individual would like to donate additional funds toward the incurred debt of the legislative candidate. In this example, the individual could contribute up to \$500 and designate it toward the last General Election.

Can undesignated contributions be applied to the retirement of debt?

Yes, the Candidate may use undesignated contributions to retire debt. The contribution can be designated for the previous election that the Candidate ran in.

PENALTIES FOR VIOLATION

Late Filing Penalties

A fine of \$50 per day is accrued for late filings according to Idaho Code 67-6625A:

67-6625A. LATE FILING OF STATEMENT OR REPORT — FEES. (1) If any person fails to file a report or statement required under this chapter on or before a specified date, he shall be liable to the secretary of state for deposit in the general fund in the amount of fifty dollars (\$50.00) per day beginning forty-eight (48) hours after the deadline until the statement or report is filed. The secretary of state or the county clerk shall notify the person and his treasurer, if any, that a fine has been assessed and will continue to accrue until the report or statement has been filed. The notification shall be made by telephone or electronic means within twenty-four (24) hours of the missed filing deadline.

(2) The remedy provided in this section is cumulative and does not exclude any other remedy or penalty prescribed in section 67-6625, Idaho Code.

History: [67-6625A, added 1977, ch. 169, sec. 2, p. 435; am. 1993, ch. 203, sec. 3, p. 559; am. 2019, ch. 288, sec. 16, p. 842.]

Violations other than late filings

Violations are subject to fines of \$250-\$2500 per Idaho Code 67-6625.

67-6625. VIOLATIONS — CIVIL FINE — MISDEMEANOR PENALTY — PROSECUTION — LIMITATION — VENUE. (1) Any person who violates the provisions of sections 67-6603, 67-6604, 67-6606 through 67-6614A, 67-6617, 67-6619, 67-6620, 67-6621(1), 67-6624, 67-6627 or 67-6628, Idaho Code, shall be liable for a civil fine not to exceed two hundred fifty dollars (\$250) if an individual, and not more than two thousand five hundred dollars (\$2,500) if a person other than an individual. The burden of proof for such civil liability shall be met by showing a preponderance of the evidence.

(2) Any person who violates section 67-6605 or 67-6621(2), Idaho Code, and any person who knowingly and willfully violates sections 67-6603 through 67-6614A, 67-6617, 67-6619, 67-6620, 67-6621(1), 67-6624, 67-6627 or 67-6628, Idaho Code, is guilty of a misdemeanor and, upon conviction, in addition to the fines set forth in subsection (1) of this section, may be imprisoned for not more than six (6) months or be both fined and imprisoned.

(3) The attorney general or the appropriate prosecuting attorney may prosecute any violations of this chapter.

(4) Prosecution for a civil or misdemeanor violation of this chapter must be commenced within two (2) years after the date on which the violation occurred. Prosecution for a felony violation of this chapter must be commenced pursuant to the provisions of section 19-402, Idaho Code.

(5) Venue for prosecution under the provisions of this chapter shall be in the county of residence of the defendant if the defendant is a resident of the state of Idaho, otherwise venue shall be in Ada county.

History: [67-6625, added Init. Measure 1974, No. 1, sec. 25; am. 1976, ch. 227, sec. 1, p. 812; am. 1977, ch. 169, sec. 1, p. 434; am. 1978, ch. 43, sec. 1, p. 77; am. 1997, ch. 393, sec. 6, p. 1254; am. 2001, ch. 106, sec. 2, p. 350; am. 2005, ch. 254, sec. 3, p. 780; am. 2017, ch. 142, sec. 4, p. 338; am. 2021, ch. 237, sec. 2, p. 727.]

CAMPAIGN FINANCE COMPLAINTS

Any registered voter has the right to file a complaint with the Secretary of State if he or she has reason to believe that a person has violated the Sunshine Law. Complaints must be filed on Form L-5, which is available on the Idaho Secretary of State's Office website. The Secretary of State will thoroughly investigate all such complaints. (Sections 67-6615 and 67-6623, Idaho Code)

INFORMATIONAL WEBSITES

City of Lewiston Website and Lewiston City Code

<https://www.cityoflewiston.org/>
https://library.municode.com/id/lewiston/codes/code_of_ordinances

Nez Perce County Website and Elections Page

<https://www.co.nezperce.id.us/>
<https://nezpercecountyelections.gov/>

Idaho Secretary of State

<https://sos.idaho.gov/elections-division/>

Vote Idaho

<https://voteidaho.gov/>

CITY ORDINANCE NO. 4953

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTIONS 2-12(a) AND 2-22(a) OF THE LEWISTON CITY CODE REGARDING THE MAYOR AND CITY COUNCILORS' COMPENSATION, RESPECTIVELY, AND PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: Lewiston City Code § 2-12(a) is hereby amended as follows:

Sec. 2-12. - Compensation.

- (a) *Compensation and benefits.* Compensation of the mayor shall be fixed in accordance with Idaho Code § 50-203. The mayor shall receive an annual salary of ~~eighty-four~~ ninety thousand dollars (~~\$84~~90,000.00), payable monthly. Additionally, the mayor shall receive, at his or her option, the same employee benefits as any full-time city employee, except for accrual of vacation and sick leave.

...

SECTION 2: Lewiston City Code § 2-22(a) is hereby amended as follows:

Sec. 2-22. - Compensation.

- (a) *Compensation.* City council compensation shall be fixed in accordance with Idaho Code § 50-203. City Council President shall receive as compensation eight hundred dollars (\$800.00) per month. City councilors shall receive as compensation seven hundred twenty dollars (~~\$700~~720.00) per month.

...

SECTION 3: In accordance with Idaho Code § 50-203, this ordinance shall take effect on January 1, 2026.

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk