

Meridian Rural Fire Protection District

33 E. Broadway, Suite 210 - Meridian, Idaho 83642

Meeting Minutes – August 10, 2015

Attendees:

Commissioner Rich Greene, Commissioner Terry Leighton, Commissioner Clair Bowman, Fire Chief Mark Niemeyer, Fire Deputy Chief Chris Amenn, and John Fitzgerald of Worst, Fitzgerald & Stover

Commissioner Greene called the meeting to order at 7:02 p.m. Roll call was taken.

Motion was made and seconded to approve the meeting agenda as presented. Motion approved.

Motion was made and seconded to approve the meeting minutes from the July 13, 2015, Rural Fire Protection District meeting. Motion approved.

Public Hearing for Fiscal Year 2016 Budget from October 1, 2015 through September 30, 2016 for the Meridian Rural Fire Protection District, pursuant to Idaho Code Section 31-1422

(Budget Hearing portion of the meeting minutes transcribed verbatim)

Commissioner Greene: This is the time and place for the public hearing on Meridian Rural Fire Protection District's proposed budget for fiscal year October 1, 2015 to September 30, 2016. This hearing is being conducted pursuant to Idaho Code Section 31-1422, as required by the Fire Protection District Law. By way of background, the Meridian Rural Fire Protection District Commissioners have prepared a proposed budget, in conjunction with the City of Meridian's proposed fire department budget. The District has caused the proposed budget to be published in accordance with Idaho Code Section 31-1422, specifying this date and time as the date and time for any person to appear and present testimony on the proposed budget. Anyone who wishes to testify on the budget is requested to sign the sign-up sheet listing your name, address and telephone number. When testifying please state your name and address for the record. Clair Bowman, a Meridian Fire Protection District Commissioner and Treasurer, will now give a brief overview of the proposed budget.

Commissioner Bowman: The budget was printed in the Valley News per the requirements of Idaho Code. It was also posted in the City Hall Fire District offices and in each of the operating stations within the required time period. I have had no comments on it or questions about it that I know of at any of those locations. The total budget is \$1,478,834.00. That reflects \$1,876,711.00 of property tax collections, additional revenue from the Ad Tax Replacement of \$5,992.00, \$50,000.00 of sales tax redistribution and estimate of \$15,000 of inspection fees allowing us to contribute to the dedicated capital improvement fund \$468,869.00. The expenses for that \$1,478,834.00 are broken out in to personnel, operations and capital outlay. The District's share of personnel costs is \$1,290,281.00. The District's share of operations is \$180,201.00 and Capital Outlay is \$8,352.00. Is there anything else I need to add to that?

Commissioner Greene: Okay, before opening the public hearing and taking any public testimony, do any Commissioners have any questions or comments about the proposed budget or Commissioner Bowman's summary and explanation of the proposed budget?

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Commissioner Leighton: No.

Commissioner Greene: Okay, we will now open the public hearing. Would anyone in the audience like to testify regarding the proposed budget? Alright, how long do I have to have that open?

Attorney Fitzgerald: You can close it.

Commissioner Greene: Okay. We will now close the public hearing. Is there any information presented during the public hearing that creates any additional thoughts or analysis from the Commissioners that prompts any discussion regarding or modification to the proposed budget? Okay. I would now entertain a motion to approve the Meridian Rural Fire Protection District's budget for fiscal year October 1, 2015 to September 30, 2016, which will be Resolution 15-004.

Commissioner Leighton: I move that we approve the budget as presented.

Commissioner Bowman: Second.

Commissioner Greene: It has been moved and seconded to approve the budget for the Meridian Rural Fire Protection District for fiscal year October 1, 2015 to September 30, 2016 which will be resolution 15-004. Is there any further comments or questions? Hearing none, we will call for a vote. This will need to be a voice vote.

Commissioner Greene: Yea

Commissioner Leighton: Yea

Commissioner Bowman: Yea

Chief Niemeyer: Mr. Chairman I do have a copy of the Resolution for your signature and for the Secretary to attest.

Commissioner Greene: Okay.

(End verbatim portion of the meeting minutes)

Approve and pay bills as follows:

- Check #5074 to the City of Meridian in the amount of \$110,245.42 for June 2015, A, B & C Budgets, Invoice #2222
- Check #5075 to Jackson Code Consultants in the amount of \$1,303.96, receipt #0055, Invoice #2015-20
- Check #5076 to the State Insurance Fund in the amount of \$300.00 for Workers Compensation Insurance, Policy #408210 from 7-1-2015 to 6-30-2016
- Check #5077 to the Valley Times in the amount of \$163.20 to publish the proposed FY16 budget, Invoice #08-05
- Check #5078 to Worst, Fitzgerald & Stover, PLLC in the amount of \$946.78 for general legal work, Statement #66405

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A motion was made and seconded to approve and pay checks numbered 5074 through 5078 as presented. Motion approved.

Treasurer's Report:

Net cash position is currently \$2,356,557.23.

The June US Bank Statement and the June and July LGIP Statement were presented to Chairman Greene for review and approval.

Old Business:

1. Chief Niemeyer presented resolution #15-003 along with the Memorandum of Understanding regarding the District's annual percent of contribution to the City of Meridian for signature. The Resolution is the formal adoption of the Memorandum of Understanding and Agreement with the City of Meridian relative to the sharing of the budget costs for FY16. The Commission approved the MOU at last month's meeting and directed Attorney Fitzgerald to prepare the resolution to that effect.
2. Chief Niemeyer briefed the Commission on the progress of the development of the Master Plan. It is moving forward. A copy was received for signatures from ESCI. Meridian and Caldwell Fire's legal departments have reviewed it and some minor revisions were suggested and are being made. It should be back in approximately a week for everyone's signature. Anticipated start date is approximately the beginning of September. The first month or so will be focused on data collection from all the agencies involved. Public hearings should start mid October. Chief Niemeyer will continue to update the Commission as it moves along. Kuna Fire is still considering being a part of the Master Plan process.
3. Chief Niemeyer updated the Commission on the election date deadlines. Seat for Sub-district #2 is open, which is currently being held by Commissioner Bowman and the election will be held on November 3rd. The sub-district boundaries need to be clarified. Ada County Clerk will publish the election notice in the Valley Times (the official paper of MRFPD) the week of August 21st through the 28th. Deadline to file the Declaration of Candidacy is September 4th at the District Office by 5:00 p.m. A Petition of Candidacy with at least 5 qualified electors that reside in the district must accompany the Declaration of Candidacy. Petitioners can be verified at Ada County Elections on Benjamin. Judy Gerhart (Clerk for the District) will notify Ada County how many candidates have filed at 5:00 p.m. on Sept 4th. Deadline for Write-In Candidates is September 18th at 5:00 p.m. Judy will notify Ada County if any write-in candidates have filed at 5:00 p.m. on Sept 18th. Withdrawal of Candidate deadline is also September 18th. If we have a single candidate, no election will be held.

New Business:

1. Discussion held on the re-alignment of the Meridian Rural Fire Protection sub-district boundaries. The sub-district boundaries that are currently on file with the county clerk are from 1951. The sub-district boundaries were realigned at the September 2005 MRFPD meeting, but were never submitted to the County. It has been determined that there is a need to identify and possibly realign the exact sub-district boundaries. Deputy Chief Amenn

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prepared and presented 3 options for realigning the sub-district boundaries that more accurately reflect a more equal population distribution, area by acres and assessed valuation per sub-district. Deputy Chief Amenn recommended option #2 for the sub-district boundaries realignment which would use Cherry Lane/Fairview Ave. as the south boundary for sub-district #1 and Meridian Road to divide sub-district 2 and 3 south of Cherry Lane/Fairview Avenue. If the sub-districts are revised, Chief Amenn recommends the new legal description and map be sent to the Idaho Tax Commission, Ada County Assessor, Ada County Clerk's office and also to the Idaho Geospatial Office. Motion was made and seconded to accept option #2 for realignment of the MRFPD sub-districts, to authorize a surveyor be hired to draw up the legal descriptions and that copies of the new map and legal descriptions be sent to all agencies required as mentioned. Commissioner Greene called for a roll call vote.

Commissioner Greene: Yea
Commissioner Leighton: Yea
Commissioner Bowman: Yea

Motion approved.

2. Commissioner Greene announced he is moving out of the Fire District in September and he asked Attorney Fitzgerald if he should present a letter of resignation. Attorney Fitzgerald responded that under the statute 31-1409, a disqualification of Chairman Greene as a Commissioner would not be valid until the sale of his house is finalized. At the time the sale is finalized, Chairman Greene will need to give Fire Chief Niemeyer and the other two remaining Commissioners notice to confirm the validity of the vacancy. At the MRFPD meeting following notification, the remaining two commissioners will determine that there is indeed a vacant seat on the board. The 60 days would then commence for the Commissioners to select someone to fill the vacancy. This vacancy would then need to be published in the paper. The temporary replacement would fulfill the remainder of the term until the next scheduled election for that sub-district seat. Those who express interest in filling the position would meet with the Commissioners and the Commission would vote on who would temporary fill the position.
3. Chairman Greene thanked the Commission, Chief Niemeyer and Attorney Fitzgerald. He has enjoyed working with the Commission and being part of the Meridian Rural Fire Protection District.
4. Chief Niemeyer asked Commissioner Greene to step out of the meeting for a brief moment. (*Chairman Greene excused himself from the meeting.*) Chief Niemeyer asked Commissioners Bowman and Leighton for approval to purchase a plaque for Chairman Greene not to exceed \$100.00 for his years of service to the MRFPD. Motion was made and seconded to authorize Chief Niemeyer to proceed with obtaining a plaque or other gift not to exceed \$100. Motion approved. Chief Niemeyer also recommended that the September meeting be held in the Council Chambers to accommodate a larger gathering to honor Chairman Greene.

(*Chairman Greene returned to the meeting*)

5. Chief Niemeyer offered his sincere thanks to Chairman Greene for his years of service and his dedication to the Meridian Rural Fire Protection District and the City of Meridian Fire

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Department.

Motion was made and seconded to adjourn the August 10, 2015, meeting of the Meridian Rural Fire Protection District. Motion approved. The meeting was adjourned at 7:47 p.m.

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MERIDIAN RURAL FIRE PROTECTION DISTRICT FY2016 ANNUAL BUDGET DRAFT	
Draft Approved for Publication, 7/13/2015	
EXPENSES	
A Budget - Personnel	
Administration	\$141,169
Salary Adjustment for Dep/Div Chiefs	\$2,233
Fire Station #1	\$487,045
Fire Station #2	\$146,691
Fire Station #3	\$146,712
Fire Station #4	\$145,914
Fire Station #5	\$145,638
Training Division	\$44,793
Fire Safehouse	\$13,286
Commissioners' Pay (100% MRFPD Cost)	\$16,800
Subtotal	\$1,290,281
B Budget - Operations	
Administration	\$107,594
Fire Station #1	\$10,865
Fire Station #2	\$6,857
Fire Station #3	\$6,584
Fire Station #4	\$6,714
Fire Station #5	\$5,746
Training Division	\$18,252
Fire Safehouse	\$2,762
Station Replacements, G-100	\$10,727
Admin Office Cubicle Modifications	\$1,275
Computer Replacements I.T.	\$2,828
Legal	\$15,000
Accounting & Audit	\$7,000
Inspection Fees	\$11,000
Insurances	\$1,500
Idaho State Fire Commissioners Assoc. I	\$1,000
Contingency	\$50,000
Subtotal	\$180,201
C Budget - Capital Outlay	
Replace Vehicle MF015	\$4,176
Replace Vehicle MF016	\$4,176
Subtotal	\$8,352
Grand Total of Expenses	\$1,478,834
REVENUE	
Property Taxes	\$ 1,876,711
Ag Tax Replacement	\$5,992
Sales Tax Redistribution	\$50,000
Inspection Fees	\$15,000
(Contribution to)/Reduction to Dedicated Capital Improvement Fund	\$ (468,869)
Grand Total of Revenue	\$ 1,478,834

15%

CITY MRFPD ONLY

\$941,126	
\$14,888	
\$3,246,967	
\$977,938	
\$978,083	
\$972,763	
\$970,917	
\$298,622	
\$88,570	
	\$16,800
\$8,489,874	\$16,800
\$717,291	
\$72,435	
\$45,711	
\$43,891	
\$44,761	
\$38,305	
\$121,677	
\$18,410	
\$71,510	
\$8,500	
\$18,850	
	\$15,000
	\$7,000
	\$11,000
	\$1,500
	\$1,000
	\$50,000
\$1,201,341	\$85,500
\$27,840	
\$27,840	
\$55,680	\$0
\$9,746,895	\$102,300

3/31/2015 from Ada	7/31/2015 from Ada County
\$ 781,962,788	\$ 821,242,605
Maximum MRFPD Levy	
0.0024	0.0024
Maximum Tax Income	
\$ 1,876,711	\$ 1,970,982.25

**MERIDIAN RURAL FIRE PROTECTION DISTRICT
RESOLUTION NO.: 15-004**

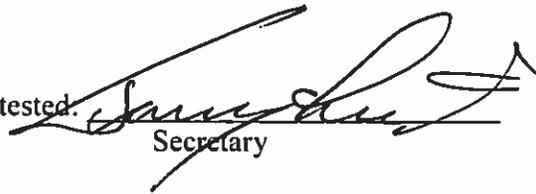
A Resolution of the Board of Commissioners of the Meridian Rural Fire Protection District, adopting the October 1, 2015 to September 30, 2016 fiscal year budget for Meridian Rural Fire Protection District.

Be it resolved by the Board of Commissioners of the Meridian Rural Fire Protection District to hereby accept and adopt the Meridian Rural Fire Protection District Fiscal Year 2015 / 2016 Annual Budget, a copy of which is attached hereto.

PASSED BY THE BOARD OF COMMISSIONERS OF THE MERIDIAN RURAL FIRE PROTECTION DISTRICT the 10th day of August, 2015.

Meridian Rural Fire Protection District

By: 
Chairman

Attested: 
Secretary

**MERIDIAN RURAL FIRE PROTECTION DISTRICT
RESOLUTION NO.: 15-003**

A Resolution of the Board of Commissioners of the Meridian Rural Fire Protection District, setting forth certain findings and purposes; authorizing the Chairman and Secretary to sign and enter into, on behalf of said district, that certain document entitled "MEMORANDUM OF UNDERSTANDING AND AGREEMENT."

WHEREAS, it is in the best interest of the Meridian Rural Fire Protection District to join with the City of Meridian, and enter into that certain "MEMORANDUM OF UNDERSTANDING AND AGREEMENT" a copy of which is attached hereto, the reasons for which are as set forth in said memorandum;

NOW, THEREFORE, be it resolved and the Board of Commissioners of the Meridian Rural Fire Protection District hereby resolves as follows:

The Chairman and Secretary are hereby authorized to join with the City of Meridian and to enter into that certain document entitled "MEMORANDUM OF UNDERSTANDING AND AGREEMENT", a copy of which is attached hereto, with the City of Meridian.

PASSED BY THE BOARD OF COMMISSIONERS OF THE MERIDIAN RURAL FIRE PROTECTION DISTRICT the 13th day of July, 2015, *nunc pro tunc*, this 10th day of August, 2015.

Meridian Rural Fire Protection District

By: 
Chairman

Attested: 
Secretary

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

WHEREAS, a certain agreement entitled the "CITY OF MERIDIAN / MERIDIAN RURAL FIRE PROTECTION DISTRICT FIREFIGHTING AND LIFE PRESERVATION SERVICE CONTRACT AND JOINT EXERCISE OF POWER AGREEMENT", dated September 22, 1998, (the "Agreement") exists between the City of Meridian (the "City") and the Meridian Rural Fire Protection District ("District"); and

WHEREAS, pursuant to the Agreement, the District pays a fee (the "Contract Service Fee") to the City for the protection of property, both real and personal, against fire and for life preservation services, which includes those services a fire protection district, in the state of Idaho, is authorized to and does provide (the "Fire and Life Protection Services"); and

WHEREAS, the Contract Service Fee is determined, pursuant to the Agreement, as a percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", all of which are delineated in section 8 of the Agreement; and

WHEREAS, pursuant to the Agreement, the method used to determine the Contract Service Fee is the method used to determine the funding of the Capital Outlay Expenditure budget as between the City and the District; and

WHEREAS, the Agreement permits the parties to amend or modify, by written amendment to the Agreement, the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget; and

WHEREAS, the City and the District previously entered into a certain Memorandum of Understanding and Agreement (the "Prior Memorandum"), dated December 5, 2006, a copy of which is attached hereto as Exhibit A, pursuant to which the City and the District amended and modified the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, for the 2006/2007 fiscal year and subsequent fiscal years, as the term "fiscal year" is defined by the Agreement, by agreeing to a particular percentage allocation of such costs and expenses as between the City and the District; and

WHEREAS, the City and the District desire: (a) to end and terminate the Prior Memorandum; and (b) pursuant to this Memorandum of Understanding and Agreement to amend and modify the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, by setting the percentage allocation for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget between the City and the District for the 2015/2016 fiscal year; and

WHEREAS, the City and the District desire to enter into this Memorandum of Understanding and Agreement and effectuate its purposes and agreements because the City and the District, jointly and severally, through their respective Council and Board, find and conclude the citizens of the City and the District, respectively, will benefit, directly and indirectly, from its purposes and agreements as set forth herein above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the City and the District hereby acknowledge and memorialize their agreement as follows.

1. The Prior Memorandum is hereby terminated, and is of no further force or effect as of the end of the 2014/2015 fiscal year, as the term "fiscal year" is defined by the Agreement.

2. Notwithstanding the calculated percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", as provided in section 8 of the Agreement, for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget, the allocation between the City and the District for the 2015/2016 fiscal year shall be EIGHTY FIVE PERCENT (85%) attributable to the City and FIFTEEN PERCENT (15%) attributable to the District; provided, however, the District's said FIFTEEN PERCENT (15%) shall not include payment contribution for, and the District shall have no payment contribution obligation to: (a) the acquisition or replacement of fire engines of the Capital Outlay Expense Budget, or (b) the costs or expenses for the automated external defibrillators ("AED") under the City's program..

3. This Memorandum of Understanding and Agreement shall be effective for and as of the 2015/2016 fiscal year, and the parties shall return to the method provided in section 8 of the Agreement for determining the percentage allocation for the Contract Service Fee and the Capital Outlay Expenditure budget for subsequent fiscal years.

4. All other terms, provisions, covenants and agreements set forth in the Agreement shall remain and be the same.

IN WITNESS WHEREOF, the parties have herein executed this Memorandum of Understanding and Agreement.

DATED AND SIGNED this 7th day of July, 2015.

City of Meridian

Attest:

By: [Signature]

City Clerk



By: [Signature]

Mayor

Council President

By Council Resolution No.: _____

Meridian Rural Fire Protection District

By: Robert H. Greene
Chairman

Attest:

By: [Signature]
Secretary

By Resolution No.: 15-003

Exhibit A

MERIDIAN RURAL FIRE PROTECTION DISTRICT
RESOLUTION NO.: 09-001

A Resolution of the Board of Commissioners of the Meridian Rural Fire Protection District, setting forth certain discovered inadvertences, findings and purposes; authorizing the Chairman and Secretary to sign and enter into, on behalf of said district, that certain correct memorandum of understanding and agreement entitled "Memorandum of Understanding and Agreement" to supersede and supplant that certain memorandum of understanding and agreement entitled "Memorandum of Understanding and Agreement" inadvertently executed under MERIDIAN RURAL FIRE PROTECTION DISTRICT RESOLUTION NO.: 06-003 (the "Resolution").

WHEREAS, in accordance with the Resolution, the Meridian Rural Fire Protection District joined with the City of Meridian, Idaho and executed a certain memorandum of understanding and agreement entitled "Memorandum of Understanding and Agreement", a copy of which is attached hereto as Exhibit 1; and

WHEREAS, both the City of Meridian and the Meridian Rural Fire Protection District acknowledge and agree the executed memorandum of understanding and agreement attached hereto as Exhibit 1 is not the correct memorandum of understanding and agreement by and between them; and

WHEREAS, both the City of Meridian and the Meridian Rural Fire Protection District further acknowledge and agree the correct memorandum of understanding and agreement, also entitled "Memorandum of Understanding and Agreement" and attached hereto as Exhibit 2, is the correct memorandum of understanding and agreement by and between them; and

WHEREAS, it is in the best interest of the Meridian Rural Fire Protection District to join with the City of Meridian to correct the inadvertence of executing the incorrect memorandum of understanding and agreement attached hereto as Exhibit 1 by executing the correct memorandum of understanding and agreement attached hereto as Exhibit 2;

NOW, THEREFORE, be it resolved and the Board of Commissioners of the Meridian Rural Fire Protection District hereby resolves as follows:

1. To correct the inadvertence of executing the incorrect memorandum of understanding and agreement attached hereto as Exhibit 1, the Chairman and Secretary are hereby authorized to join with the City of Meridian, and to execute and enter into that certain memorandum of understanding and agreement attached hereto as Exhibit 2, with the City of Meridian, and to bind the Meridian Rural Fire Protection District to its terms, representations and conditions, effective *nunc pro tunc* December 11, 2006; and

2. The memorandum of understanding and agreement attached hereto as Exhibit 2 shall supersede and supplant the inadvertently incorrectly executed memorandum of understanding and agreement attached hereto as Exhibit 1, and

the memorandum of understanding and agreement attached hereto as Exhibit 1 shall be of no force or effect.

PASSED BY THE BOARD OF COMMISSIONERS OF THE MERIDIAN RURAL FIRE PROTECTION DISTRICT the 19th day of January, 2009.

Meridian Rural Fire Protection District

By: *Robert A. Moore*
Chairman

Attested: *James E. ...*
Secretary

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

WHEREAS, a certain agreement entitled the "CITY OF MERIDIAN / MERIDIAN RURAL FIRE PROTECTION DISTRICT FIREFIGHTING AND LIFE PRESERVATION SERVICE CONTRACT AND JOINT EXERCISE OF POWER AGREEMENT" (the "Agreement") exists between the City of Meridian (the "City") and the Meridian Rural Fire Protection District ("District"); and

WHEREAS, pursuant to the Agreement, the District pays a fee (the "Contract Service Fee") to the City for the protection of property, both real and personal, against fire and for life preservation services, which includes those services a fire protection district, in the state of Idaho, is authorized to and does provide (the "Fire and Life Protection Services"); and

WHEREAS, the Contract Service Fee is determined, pursuant to the Agreement, as a percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", all of which are delineated in section 8 of the Agreement; and

WHEREAS, pursuant to the Agreement, the method used to determine the Contract Service Fee is the method used to determine the funding of the Capital Outlay Expenditure budget as between the City and the District; and

WHEREAS, the Agreement permits the parties to amend or modify, by written amendment to the Agreement, the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget; and

WHEREAS, the City and the District desire to amend and modify the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, for the 2006/2007 fiscal year, as the term "fiscal year" is defined by the Agreement (the "2006/2007 Fiscal Year"), by agreeing to a particular percentage allocation of such costs and expenses as between the City and District; and

WHEREAS, the City and the District desire to make such amendment and modification because the City and the District, jointly and severally, through their respective Council and Board, find and conclude the citizens of the City and the District, respectively, will benefit, directly and indirectly, from setting, by agreement, the particular percentage allocation of the costs and expenses to provide the Fire and Life Protection Services in the City and the District, including capital expenditures, for the 2006/2007 Fiscal Year; and

WHEREAS, the purpose of this Memorandum of Understanding and Agreement is for the City and the District to acknowledge and memorialize their agreement to amend and modify the method used to determine the Contract Service Fee and the Capital

Outlay Expenditure budget, between the City and the District, for the 2006/2007 Fiscal Year by setting the particular percentage allocation of the costs and expenses to provide the Fire and Life Protection Services in the City and the District, including capital expenditures, for the 2006/2007 Fiscal Year;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the City and the District hereby acknowledge and memorialize their agreement for the amendment and modification of the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget for the 2006/2007 Fiscal Year as follows:

1. Notwithstanding the calculated percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", as provided in section 8 of the Agreement, for the 2006/2007 Fiscal Year, the applicable and effective percentage allocation, for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District for the 2006/2007 Fiscal Year, shall be EIGHTY PERCENT (80%) attributable to the City and TWENTY PERCENT (20%) attributable to the District.

2. Said percentage allocation of EIGHTY PERCENT (80%) to the City and TWENTY PERCENT (20%) to the District for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget shall be effectively only for the 2006/2007 Fiscal Year. The method for determining the percentage allocation for the Contract Service Fee and the Capital Outlay Expenditure budget for successive fiscal years shall be as provided in the Agreement, unless the City and District hereafter agree to further amend and modify the Agreement as to such method for determining said percentage allocation.

3. All other terms, provisions, covenants and agreements set forth in the Agreement shall remain and be the same.

IN WITNESS WHEREOF, the parties have herein executed this addendum.

DATED & SIGNED this 5th day of December, 2006.

City of Meridian

By: Tommy Decker

Mayor

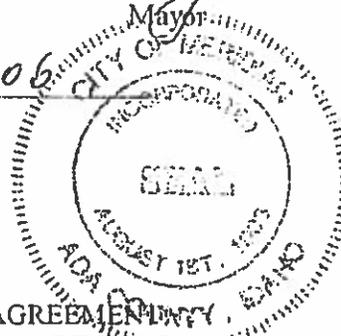
Approved by the City Council

12-5-06

Attest:

By:

Steve Berg
City Clerk



Meridian Rural Fire Protection District

By: Richard Hreese
Chairman

Attest:

By: [Signature]
Secretary

By Resolution No. 06-003

EXHIBIT 2

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

WHEREAS, a certain agreement entitled the "CITY OF MERIDIAN / MERIDIAN RURAL FIRE PROTECTION DISTRICT FIREFIGHTING AND LIFE PRESERVATION SERVICE CONTRACT AND JOINT EXERCISE OF POWER AGREEMENT" (the "Agreement") exists between the City of Meridian (the "City") and the Meridian Rural Fire Protection District ("District"); and

WHEREAS, pursuant to the Agreement, the District pays a fee (the "Contract Service Fee") to the City for the protection of property, both real and personal, against fire and for life preservation services, which includes those services a fire protection district, in the state of Idaho, is authorized to and does provide (the "Fire and Life Protection Services"); and

WHEREAS, the Contract Service Fee is determined, pursuant to the Agreement, as a percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", all of which are delineated in section 8 of the Agreement; and

WHEREAS, pursuant to the Agreement, the method used to determine the Contract Service Fee is the method used to determine the funding of the Capital Outlay Expenditure budget as between the City and the District; and

WHEREAS, the Agreement permits the parties to amend or modify, by written amendment to the Agreement, the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget; and

WHEREAS, the City and the District desire to amend and modify the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, for the 2006/2007 fiscal year and subsequent fiscal years, as the term "fiscal year" is defined by the Agreement, by agreeing to a particular percentage allocation of such costs and expenses as between the City and District; and

WHEREAS, the City and the District desire to make such amendment and modification because the City and the District, jointly and severally, through their respective Council and Board, find and conclude the citizens of the City and the District, respectively, will benefit, directly and indirectly, from setting, by agreement, the particular percentage allocation of the costs and expenses to provide the Fire and Life Protection Services in the City and the District, including capital expenditures, for the 2006/2007 fiscal year and subsequent fiscal years; and

WHEREAS, the purpose of this Memorandum of Understanding and Agreement is for the City and the District to acknowledge and memorialize their agreement to amend and modify the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District, for the 2006/2007 fiscal year and subsequent fiscal years by setting the particular percentage allocation of the

costs and expenses to provide the Fire and Life Protection Services in the City and the District, including capital expenditures, for the 2006/2007 fiscal year and subsequent fiscal years;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the City and the District hereby acknowledge and memorialize their agreement for the amendment and modification of the method used to determine the Contract Service Fee and the Capital Outlay Expenditure budget for the 2006/2007 fiscal year and subsequent fiscal years as follows.

1. Notwithstanding the calculated percentage of the "Gross Market Valuation Percentage", the "Population Percentage", and the "Market Valuation", as provided in section 8 of the Agreement, for the 2006/2007 fiscal year, and subsequent fiscal years, the applicable and effective percentage allocation, for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget, between the City and the District for the 2006/2007 fiscal year and subsequent fiscal years shall be EIGHTY PERCENT (80%) attributable to the City and TWENTY PERCENT (20%) attributable to the District.

2. Said percentage allocation of EIGHTY PERCENT (80%) to the City and TWENTY PERCENT (20%) to the District for purposes of the Contract Service Fee and the Capital Outlay Expenditure budget shall be effective for and as of the 2006/2007 fiscal year, and shall continue for successive fiscal years, until such time as either the City or the District determine to return to the method provided in section 8 of the Agreement for determining the percentage allocation for the Contract Service Fee and the Capital Outlay Expenditure budget for fiscal years.

3. All other terms, provisions, covenants and agreements set forth in the Agreement shall remain and be the same.

IN WITNESS WHEREOF, the parties have herein executed this addendum.

DATED AND SIGNED this _____ day of _____, 2006.

City of Meridian

By: _____
Mayor

Attest:

By: _____
City Clerk

By Council Resolution No.: _____

Meridian Rural Fire Protection
District

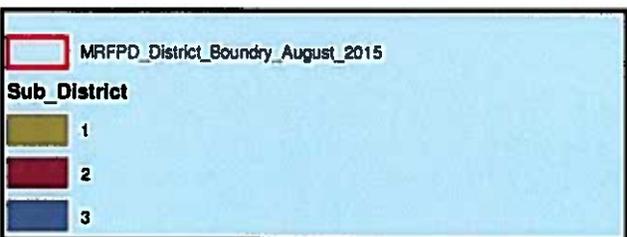
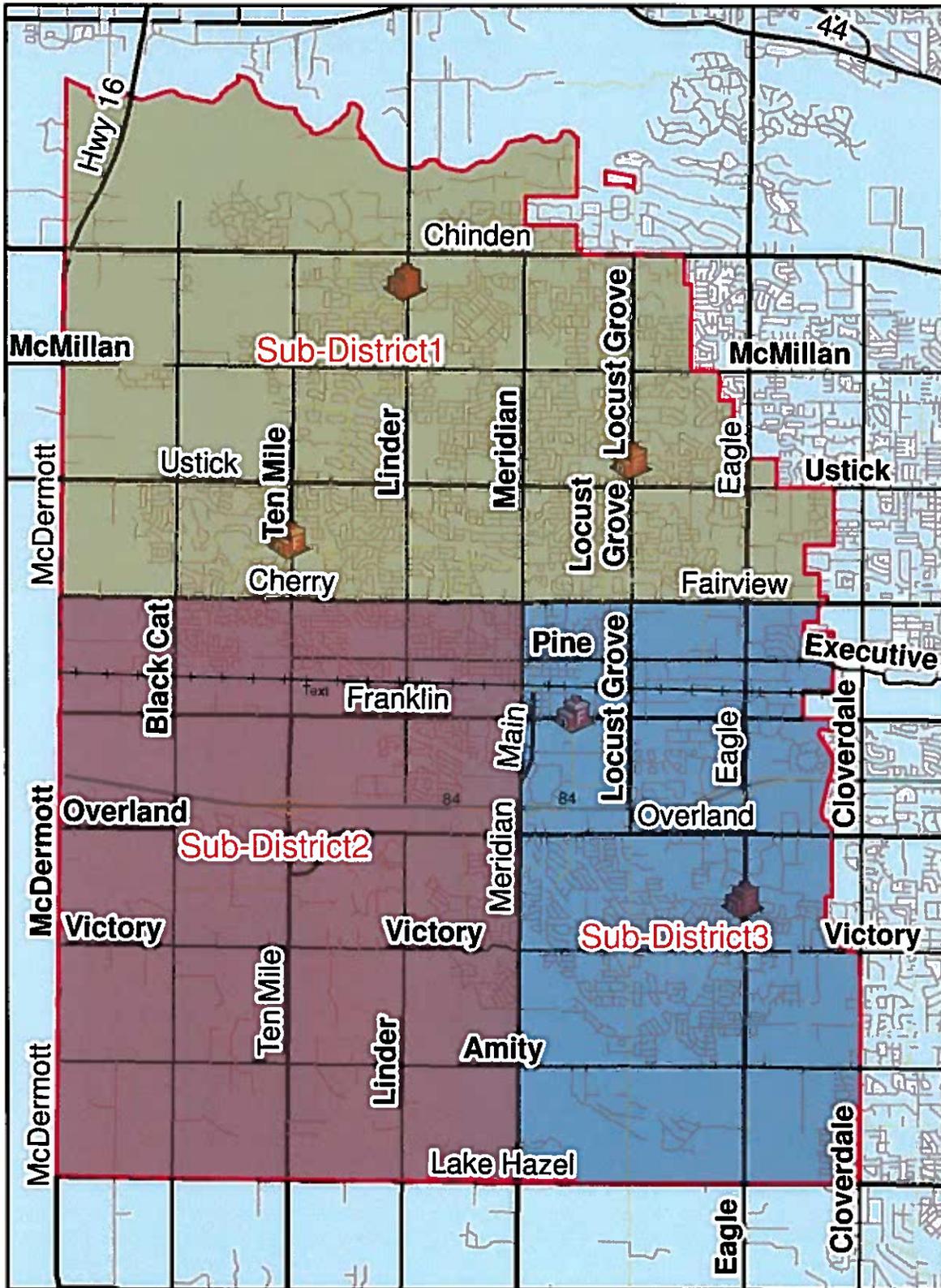
By: _____
Chairman

Attest:

By: _____
Secretary

By Resolution No.: _____

Meridian Rural Fire Protection District Sub-Districts as of August 2015



**Approved at the Regular Monthly Board Meeting of
 The Meridian Rural Fire Protection District
 August 10, 2015
 Commissioners:
 Rich Greene
 Clair Bowman
 Terry Leighton**