



**Administrative Committee
Regular Meeting**

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

3:00 PM

Council Chambers

August 27, 2018

206 E. Third St.

Action Items

1. Approval Of Administrative Committee August 13, 2018 Minutes – Laurie M. Hopkins

Documents:

[MINUTES OF ADM 8-13-18.PDF](#)

2. Moscow Police Department Explorer Program - James Fry / McKensie Fosberg

The Moscow Police Department is seeking to establish a Moscow Explorer Program. The purpose of this program is to provide young people with the opportunity to volunteer within the community, learn about a career in law enforcement and to build strong youth leaders through core values of service, pride, integrity, compassion and excellence. If approved, the program will commence on October 1, 2018, with background checks and interviews occurring prior to this date.

PROPOSED ACTIONS: Recommend approval of the Moscow Police Department Explorer Program or provide staff further direction.

Documents:

[MPD EXPLORER PROGRAM.PDF](#)

3. Request For City To Provide I.S. Support To PEP - Jesse Flowers

Staff has been approached with a request from Partnership for Economic Prosperity (PEP) to provide IS support. PEP is located in leased space in the City-owned Intermodal Transit Center.

PROPOSED ACTIONS: Recommend approval of the Agreement for Computer Services between the City of Moscow and the Partnership for Economic Prosperity, or provide staff further direction

Documents:

[COMPUTER SUPPORT FOR PEP.PDF](#)

4. Continue Providing I.S. Support To SMART Transit - Jesse Flowers

The Information Systems Department has been providing basic I.S. support to SMART Transit since 2014. The current contract is up for renewal and staff has worked with SMART Transit to make a few modifications to the contract to better meet the needs of both the City and SMART Transit.

PROPOSED ACTIONS: Recommend approval of the Agreement for Computer Services between the City of Moscow, Idaho and SMART Transit, or provide staff further direction.

Documents:

[COMPUTER SUPPORT FOR SMART.PDF](#)

Reports

1. ACLU Mural Update - Kathleen Burns

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.



Administrative Committee

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
August 13, 2018

4:30 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 4:30 PM

PRESENT: Gina Taruscio Chair, Art Bettge Councilmember, Anne Zabala Councilmember

OTHERS: Bill Lambert, Mayor; Brandy Sullivan, Council Member

STAFF: Jen Pfiffner, Amanda Argona, James Fry, Mia Vowels, Mike Ray, Bill Belknap,
Laurie M. Hopkins

1. Approval of Administrative Committee July 23, 2018 Minutes – Laurie M. Hopkins

The minutes were approved.

2. Third Street Interpretive Sign Project – Michael Ray

The Historic Preservation Commission has undertaken a project to create interpretive signage for the larger institutional buildings along the Third Street corridor which are on the National Register of Historic Places. The buildings that have been identified are the 1912 Center, City Hall, Carnegie Library, and the Methodist Church. The interpretive signs are intended to be installed adjacent to the public sidewalk and convey important historical information about the buildings.

PROPOSED ACTIONS: Recommend authorization for the Historic Preservation Commission to proceed with ordering and installing the interpretive signs which have been budgeted in FY2018 and FY2019, or provide staff further direction.

Ray explained bronze plaques were installed on contributing buildings within the downtown historic district. The Commission envisioned the next step would be the Third Street corridor with interpretive signs on the historic buildings. The 1912 Center was identified as the first building to have a sign installed. The location is the southeast corner of the Pall Plaza adjacent to the sidewalk for citizens to be able to walk up to it from the sidewalk. Ray described the sign that includes specifics on architectural detail and the adaptive uses from a high school to community center. The interpretive sign for City Hall is proposed to be located in the grass area to the east of the south entrance. Ray described the sign and pedestal base and went through the budget with a close of the project in 2020. The Methodist Church sign is still tentative.

The 1912 sign is in final draft. The City Hall sign is still in draft. Zabala suggested a different font on the City Hall sign as it is difficult to read. The sign will be printed at a size of 27x36 where the font may be easier to read but Ray will take the suggestion back to the Commission. The Committee recommended approval and that it be placed on the Consent Agenda.

3. Moscow School District Agreement for School Resource Officer – James Fry

The City of Moscow, through the Moscow Police Department, has been employing a School Resource Officer (SRO) position for over 18 years to provide a law enforcement presence and additional resources to the Moscow School District to assist in providing and maintaining a safe and healthy student environment. Taking into account recent incidents of violence in schools across the nation, the District has requested that the City provide an additional School Resource Officer. The

Minutes Acceptance: Minutes of Aug 13, 2018 4:30 PM (Regular Items)

City will continue to bear the cost of the first School Resource Officer and Moscow School District shall provide funding to City to support the second SRO position. If approved, the agreement shall commence on the first day of October, 2018 and will provide 70% funding of the additional position for the first year, 85% the second year and 100% the third year and each subsequent year.

PROPOSED ACTIONS: Recommend approval of the Memorandum of Understanding for Professional Services between the City of Moscow, Idaho and the Moscow School District No. 281 or provide staff further direction.

Fry introduced the item as written above. The payment will be tiered over the next three years. There will be one School Resource Officer at the high school, one at the middle school and they will divide their time between the elementary schools. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Public Hearing: Amendment of Title 4, Chapters 4, 7, 8, and 10 of M.C.C. Regarding Various Zoning Code Amendments - Michael Ray

The Planning and Zoning Commission has been working over the past few months on minor revisions to various sections of the Zoning Code within Title 4, Chapters 4, 7, 8, and 10. The proposed amendments pertain to Planned Unit Developments, lot frontage and access requirements, expiration periods for certain land use actions, and public notice requirements. The Commission conducted a public hearing on this proposed ordinance on July 25, 2018 and unanimously recommended approval to City Council. This was reviewed by the Administrative Committee on August 13, 2018.

PROPOSED ACTIONS: Forward the item for public hearing upon the proposed ordinance at the Council's upcoming August 20, 2018 meeting; or provide staff further direction.

Ray explained the proposed ordinance includes minor amendments to different chapters with Title 4 of the Moscow City Code. The first proposed change is that every lot abuts a public street right-of-way with some exceptions including flag pole lots to allow for infill development. Because the current flag lot doesn't adequately address larger properties in more rural zones, access easements within the rural zones of Agriculture/Forestry, Farm Ranch, and Suburban Residential may be greater than one hundred fifty feet so long as sufficient fire access is provided. Within the Planned Unit Development (PUD) regulations, base densities will be inserted in appropriate commercial zones. The current code also doesn't state which zones are eligible for PUD's. An eligibility section is proposed to be inserted. The third proposed amendment deals with appeals, variances, and SUP's with the elimination of special uses. The expiration of CUP's and variances are currently tied to a building permit. Other jurisdictions had a two year expiration period. The Planning & Zoning Commission suggests a two year approval, two year extension upon the request of the Zoning Administrator, and another two year extension through the Board of Adjustment with no public hearing unless certain factors exist. Ray described the factors. The fourth proposed amendment is the public hearing notice requirements. Ray went through the process for a public hearing which takes approximately four months. The proposed amendment is to reduce the 30 day notice for the City Council hearing to 15 days. Ray said the ice rink has come back and reapplied but some projects have just not taken off. If the applicant feels the project is still viable, they will request and extension but staff won't extend unless it is requested. The Committee forwarded the ordinance on for public hearing at the Council's upcoming August 20, 2018 meeting

5. Vandal Town Block Party Resolutions - Jen Pfiffner

The City of Moscow, University of Idaho and Moscow Chamber of Commerce are hosting the annual Vandal Town Block Party September 7, 2018 in downtown Moscow. The event will welcome back

students while celebrating our important community partnerships. The block party is held on Main Street and features live music and local vendors. In years past, local businesses have been provided the opportunity to join the Block Party by hosting beer/wine gardens in the Main Street area and through allowed expansion of permitted sidewalk cafés during the event. Both activities require resolutions. Staff has prepared proposed resolutions for Council consideration.

PROPOSED ACTIONS: Review the resolutions, and:

- A. Recommend approval of the resolution allowing beer/wine gardens during the 2018 Vandal Town Block Party; or provide staff further direction.
- B. Recommend approval of the resolution allowing expansion of Sidewalk Cafés during the 2018 Vandal Town Block Party; or provide staff further direction.

Pfiffner introduced the item as written above. Taruscio said this is a very positive moment for the businesses downtown. The Committee recommended approval of both resolutions and that they be placed on the Council consent agenda.

Reports

Animals in the Market Implementation Report – Jen Pfiffner

Pfiffner explained in 2012 a resolution was passed to limit dogs and animals to the eastern sidewalk of the Farmers Market, and they were allowed to cross the market as it was a public right-of-way. ADA service animals were allowed within the Market. In 2017, approximately 12-15 non-service dogs were within the market. A Midas the Guide Dog campaign was launched to educate patrons. In 2018, Council passed a resolution allowing dogs on both sidewalks to provide easier messaging to redirect dogs.

Argona said citizens are more than willing to be redirected to the sidewalks but staff is still working on the public education aspect. Each Market averages approximately 13 dogs needing to be redirected. Tracking all approaches to patrons with dogs whether it is an ADA service dog or not. The biggest issue seems to be small dogs that can be put in a backpack or carried. Staff has had incidents where more than one staff has talked to a patron. Flyers have been created to help educate dog owners. The signage at entrances have been updated to show both sides are okay. Staff sees many patrons that come from out of the area and aren't aware. Staff is still learning what is considered an ADA dog.

Taruscio feels safety for patrons should not be compromised. She doesn't want staff deciding what disability is allowable or not. Argona responded staff asks if the patron has a disability that requires the animal and the patron can answer yes or no. Second question is what the animal provides. Emotional and therapy dogs do not qualify under the service dog definition. That is when staff quotes the code and directs them to the sidewalks. There has not been any unsafe incidents (biting, tripping) but has had health concerns (poop, sneezing). Staff will begin to track them.

Taruscio said she still does not think this fixes the safety issues and wants to look at the problem as a whole. She doesn't think dogs should be in the market as there are too many unknowns.

Adjourn

The meeting was closed at 5:20 PM

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/27/2018**Title:** Moscow Police Department Explorer Program**Responsible Staff:** James Fry

Information

DESCRIPTION: The Moscow Police Department is seeking to establish an Explorer Program. The purpose of this program is to provide young people with the opportunity to volunteer within the community, learn about a career in law enforcement and to build strong youth leaders through core values of service, pride, integrity, compassion and excellence.

The goals of the Explorer Program are to learn about and experience the career field of law enforcement; gain leadership and communication skills and character building while providing community service through volunteer events such as National Night Out, the Lee Newbill Safety Fair, Christmas parade, Walk to School Day, and other activities. In addition to volunteering at community events, Explorers will have the opportunity to provide anti-bullying presentations to the middle school students and serve as role models to their peers.

Explorers must be Latah County residents, meet an educational requirement of 2.0 grade point average or higher, and be between the ages of 14-18 years. Startup costs for six to eight Explorers will be \$1,000 and includes uniforms, equipment and supplies. The City of Moscow currently holds coverage for volunteers with ICRMP. Additional costs through the City of Moscow will include approximately \$250 (for 20 Explorers) with ICRMP.

STAFF RECOMMENDATION: Recommend approval of the proposal for a Moscow Police Department Police Explorer Program.

PROPOSED ACTIONS: Recommend approval of the Moscow Police Department Explorer Program or provide staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

MPD Police Explorers Policy and Procedure Manual
 MPD Police Explorer Application
 MPD Police Explorer Topic Agenda

Moscow Police Explorers Policy and Procedure Manual



SERVICE, PRIDE
INTEGRITY, COMPASSION,
AND EXCELLENCE

TABLE OF CONTENTS

- I. PURPOSE AND GOALS
- II. LEADERSHIP
- III. MEMBERSHIP
- IV. GUIDELINES FOR MEMBERSHIP
- V. EXPLORER LEADERSHIP
- VI. ADMINISTRATIVE POLICIES
 - a. Explorer Policy #1
 - b. Explorer Policy #2
 - c. Explorer Policy #3
 - d. Explorer Policy #4
 - e. Explorer Policy #5
 - f. Explorer Policy #6
 - g. Explorer Policy #7
 - h. Explorer Policy #8
 - i. Explorer Policy #9
 - j. Explorer Policy #10

MOSCOW POLICE EXPLORERS PROGRAM POLICY AND PROCEDURE MANUAL

I. PURPOSE/GOALS

The purpose of the Moscow Police Department Explorer program is to provide young people the opportunity to volunteer within the community, learn about a career in law enforcement, and to build strong youth leaders through core values of service, pride, integrity, compassion, and excellence.

The MPD Explorer program has the following goals:

1. Learn about and experience the career field of law enforcement
2. Gain skills in leadership, communication, character building, and community service.
3. Serve the community through volunteer events
4. Experience positive leadership from adult and youth leaders and be given opportunities to take on leadership roles.
5. Build strong backgrounds of volunteer work and community service for future goals.

II. LEADERSHIP

The Moscow Police Department Explorer program shall be supervised under the services division of the department. The program Coordinator is the School Resource Officer. The Assistant Advisor will be a sworn officer within the department and the Associate Advisor will be a sworn or non-sworn department employee.

III. MEMBERSHIP

The requirements for membership to the Moscow Police Department Explorer program are as follows;

1. All young adults between ages of 14-18 years of age. (With ability to continue on after 18yo upon approval from Command Staff and Program Coordinator)
2. A resident within Latah County
3. Meet educational requirement of a 2.0 GPA or higher
4. City of Moscow – American Insurance Coverage

All applicants shall be screened by the Coordinator and chain of command. The chain of command reserves the right to disqualify any application with the Chief of Police's approval.

No prospective member shall be disqualified because of race, color, sex, handicap, or sexual orientation.

IV. GUIDELINES FOR MEMBERSHIP

The guidelines for membership with the Moscow Police Department Explorer program are set as follows;

1. A potential explorer must complete an application and return it to the School Resource Officer at the Moscow Police Department.
2. A criminal history/warrants check will be completed by the program coordinator.
3. The program coordinator and/or their designee will set up an oral board interview. The oral board interview may consist of the following: Program Executive Coordinator, Assistant Advisor, and Associate Advisor. The questions used in the oral board will be prepared in advance and will be approved by the Program Coordinator and Chief of Police.
4. If accepted, the Program Coordinator will arrange for the new explorer to be issued uniform and equipment at the next scheduled training. The new explorer will be issued a copy of this manual upon notification of acceptance.

V. EXPLORER LEADERSHIP

The appointed officers among explorers shall be;

1. Team Leader
 - a. Role model and peer leader for Explorers
 - b. Point of contact for Explorers with questions
 - c. Begin each training with welcome and open for issues, if any
 - d. Promote program among peers
 - e. Explorer in Charge at events
2. Secretary
 - a. Training Attendance collection
 - b. Record of schedule of trainings and topics
 - c. Record any issues discussed at trainings or suggestions
 - d. Master list of Explorers & program staff with all contact info
3. Event Master
 - a. Schedule of all mandatory events (dates, times, duties)
 - b. Schedule of any volunteer events (dates, times, duties)
 - c. Point of contact for any event planning

A nominee/appointed officer shall have been in the explorer program approximately 5 months and in good standing.

VI. ADMINISTRATIVE POLICIES

- a. EXPLORER POLICY #1
 - i. COMPLIANCE WITH POLICY & PROCEDURES
 - ii. BI-MONTHLY MEETINGS
- b. EXPLORER POLICY #2
 - i. MINIMUM HOURS REQUIRED
 - ii. RECORDING OF HOURS
 - iii. REQUIRED EVENTS
- c. EXPLORER POLICY #3
 - i. DRESS CODE
- d. EXPLORER POLICY #4
 - i. RIDE ALONGS
- e. EXPLORER POLICY #5
 - i. DISCIPLINE
- f. EXPLORER POLICY #6
 - i. ON VIEW SITUATIONS
- g. EXPLORER POLICY #7
 - i. USE OF EQUIPMENT
- h. EXPLORER POLICY #8
 - i. ASSIGNMENTS
- i. EXPLORER POLICY #9
 - i. EXPLORER PERFORMANCE EVALUATIONS

EXPLORER POLICY #1

i. COMPLIANCE WITH POLICY AND PROCEDURE

Explorers are required to follow all Moscow Police Department and Explorer policies, procedures, rules, and regulations.

PURPOSE:

The following policies and procedures act as a supplement to the Moscow Police Department Policies and Procedures and are designed to address situations that are unique to the Explorer program.

SCOPE:

All Explorers shall familiarize themselves with this manual. After reading this manual, or within two weeks of receipt, the Explorer shall return a signed acknowledgement of understanding. This agreement will then be placed in the Explorers file.

Explorers shall keep their issued manual in good repair, updated, and for the entirety of their service within the MPD Explorer program.

All Explorers shall also familiarize themselves with the MPD Policy and Procedure Manual, if directed to do so by the program coordinator.

Any violation of either set of policies may result in disciplinary action.

Any time there may be a discrepancy between the two policies the more restrictive one shall apply.

ii. BI-MONTHLY MEETINGS

All Explorers are required to attend all monthly meetings / trainings.

PURPOSE:

To establish attendance requirements and program goals.

MEETING TIME, DATE, AND PLACE:

Bi-monthly trainings will be held on the first and third Thursday of each month from 5PM (1700) until 8PM (2000). Some trainings have the option of extending hours, if all participants are available and in agreeance.

The program Coordinator will offer two additional fitness trainings per month. These trainings will occur on non-training weeks for regular sessions and will only last approximately 1-2 hours. **These trainings are voluntary.**

CONTENT:

At each meeting, any questions, comments, or announcements will be covered; followed by a training session. Bi-monthly meetings will be counted towards the required monthly

Explorer hours. Each meeting will be a minimum credit of 3 hours, with the ability of extending longer upon request.

DRESS:

The uniform of each meeting will be, unless otherwise directed by an Advisor or Coordinator, the MPD issued Explorer uniform. (Issued shirt, BDU style pants, polished black boots, and all required equipment.)

ABSENCES:

Should an Explorer need to miss a training, they shall notify the program Coordinator and Team Leader at least one hour prior to the show up time. Failure to do so will result in an unexcused absence.

Should an Explorer have an unexcused absence, they will need to submit a written memo within two days to the program Coordinator detailing why the training was missed. The program Coordinator will discuss the absence with the Explorer and determine a solution.

Explorers missing three (3) consecutive trainings will meet with the program Coordinator and their further participation in the Explorer program will be determined based on circumstances.

EXPLORER POLICY #2

i. MINIMUM HOURS REQUIRED

Each Explorer is required to contribute a minimum of ten (10) hours, per month, to the department or community; through a program sanctioned event, monthly trainings, voluntary fitness trainings, or a ride-along.

PURPOSE:

This minimum of hours will keep the Explorer in compliance with the policies of Moscow Police Department. These hours will ensure that each Explorer spends enough time at the police department so they receive a general idea of what a career in law enforcement would be like. These hours will also allow post advisors to assess each Explorer's needs.

RECORDING OF HOURS:

It is important that all hours worked be documented to justify to the Administration and to the City the expenses spent on the various volunteer programs the Moscow Police Department sponsors.

It is the responsibility of each Explorer to ensure a monthly time sheet is turned in for each completed task. Attendance will also be taken at each training, fitness session, and event by the Explorer acting as Secretary or the program Coordinator.

Each Explorer will receive a minimum of one hour credit for completing a required task, even if less than 60 minutes is used. Time used will adhere to the following:

45 minutes = one hour

75 minutes = one and a half hours

90 minutes = two hours

PRE-SET HOURS:

Some types of assignments/events and projects will have pre-set hours of credit. In these circumstances, the program Coordinator will set the hours to be credited to all Explorers involved.

EXPLORER POLICY #3

i. DRESS CODE

PURPOSE:

To set forth guidelines for standard uniform dress and to promote pride in wearing the uniform of a Moscow Police Department Explorer.

UNIFORM DESIGNATIONS:

There will be one level of dress, to be determined by the program Coordinator for each event:

- a. Uniform
 - i. Issued Explorer uniform shirt
 - ii. Tan BDU style pants
 - iii. Black leather duty belt with only issued or approved gear
 - iv. Black polished boots

It is the responsibility of the program Coordinator and/or Advisors to enforce the dress code. These leaders have the authority to summarily release any Explorer from an assignment for a violation of this policy.

No Explorer shall wear any article of clothing, including hats, that represent the Moscow Police Department, unless approved by the program Coordinator or Advisors or the Explorer is involved in a department approved or sanctioned event. At no time will any piece of Moscow Police Department clothing or equipment be used or worn while off duty unless the Explorer is en route to or from a department approved training or event.

b. Appearance

i. Males:

1. No facial hair
2. Hair must remain cut above collar
3. No tattoos visible
4. No piercings visible

ii. Females:

1. If hair is long enough to put up, it must be up in a bun or pony tail at all times.
2. No visible tattoos.
3. Only stud (silver, nude, gold, or black) earrings with visual portion no greater than 3/16 inch in diameter or small gauges, less than 00 in size, allowed.
4. No other visible piercings.

EXPLORER POLICY #4**i. RIDE ALONG ELIGIBILITY / REQUIREMENTS**

Each Explorer will be required to go on a ride along with a patrol officer at least once per quarter. Each quarter is defined as; January to March, April to June, July to September, and October to December.

PURPOSE:

This requirement will ensure that each Explorer is obtaining a minimum exposure to the occupational field of law enforcement. By achieving eligibility, the Explorer will have to make progress in his/her personal development.

ELIGIBILITY REQUIREMENTS:

1. Explorer Must
 - a. Have obtained appropriate training; four consecutive trainings
 - b. Have been approved by all Advisors and program Coordinator
 - c. Is not the subject of any open disciplinary actions
 - d. Ride-alongs will only be permitted if any events that are scheduled for the same time are already staffed.

GUIDELINES:

The ride along assignment will be initiated by the Explorer signing up through the program Coordinator or the Assistant Advisor. The required form will be forwarded to the appropriate shift supervisor at least three days prior to the ride along. All ride alongs must be scheduled through the program Coordinator or Assistant Advisor at least one week in advance. In the event the officer requests that an Explorer ride with them, as long as it has been cleared with the officers supervisor, the one week requirement will be waived.

The ride along officer and OIC have the right to cancel the ride along at any time. Should the ride be cancelled, the Explorer must leave immediately. If the ride was cancelled because of actions by the Explorer, the officer must complete a written account of the Explorer's actions and submit it to the program Coordinator.

Explorers are expected to arrive for a ride along at least 15 minutes early.

FIELD PROCEDURE:

The Explorer is to act as a second set of eyes and ears during a ride along.

The Explorer shall always follow the directions and orders given by the officer. The Explorer should never question an officer's actions in public. An Explorer should direct any questions to the officer in private, at a later time.

Explorers shall never carry any unapproved equipment while on a ride along. Explorers shall never touch any emergency equipment or lighting controls within the patrol vehicle without the direction of the officer in charge.

EXPLORER POLICY #5

i. DISCIPLINE

PURPOSE:

To set forth guidelines to be followed when an Explorer is being investigated pursuant to an allegation of policy violation and the discipline forms upon sustainment.

INVESTIGATION:

1. Started upon:
 - a. A written or verbal complaint from a citizen
 - b. A written or verbal complaint by an employee of the department
 - c. A written or verbal complaint by a fellow explorer

The program Coordinator will then interview those people with knowledge of the incident and try to obtain all the pertinent information relating to the complaint. Written statements shall be the preferred method. This will include the Explorer in question. Should the alleged conduct be of a criminal nature, the Explorer shall be advised of their Miranda Rights. Should the criminal activity be substantiated in any way, the program Coordinator must turn the investigation over to another officer, outside of the program.

PROBATION:

Probationary period shall be twelve months in length. Explorers on probation may not have any unexcused absences and must get approval prior to participating in any community events.

TERMINATION:

1. Grounds for Termination shall be:
 - a. Violations of probationary status
 - b. Criminal violations of the law
 - c. Violations of department policy or procedure
 - d. Violations of Explorer policy or procedure
 - e. Repeated traffic infractions
 - f. Integrity violations

Terminations will be subject to the approval of the program Coordinator and the Chief of Police.

APPEALS:

The Explorer in question shall not have the right to appeal the final decision of the program Coordinator and Chief of Police. The Explorer position is one of a volunteer and shall be considered a privilege to hold, not a right.

An Explorer may request a personal meeting with the program Coordinator to have the reasons of termination explained to him/her.

EXPLORER POLICY #6**i. CHAIN OF DISCIPLINE**

To ensure a standard of discipline, the program Coordinator shall use the following as a guideline, but not be limited by them.

1. FIRST OFFENSE:
 - a. If minor in nature, should be handled with a verbal reprimand
2. SECOND OFFENSE:
 - a. If minor in nature, should be handled with a verbal AND written reprimand.
3. THIRD OFFENSE:
 - a. If minor in nature, Explorer will be placed on probation and a written reprimand will be documented.
 - b. If criminal offense, Explorer will be terminated from the program.

SERIOUS OFFENSES:

Although progressive discipline is the preferred method of discipline, some offenses, by nature, will require a more serious form of discipline. These offenses may result in

immediate probation or termination. In such cases, prior discipline and service record will be taken into account.

A criminal offense will automatically result in termination.

EXPLORER POLICY #7

i. ON VIEW SITUATIONS

PURPOSE:

To set forth guidelines on how Explorers should handle those situations that might be viewed by them to require police action.

OFF DUTY:

An Explorer is trained as a witness. Explorers are only expected to respond as any other good citizen, and should never attempt to take police action. Explorers observing criminal activity should note the situation and report it to 911 if it is an emergency. If it is not an emergency, report it to 882-COPS (2677). Explorers should go to a safe location and note as much detail as possible, staying on the line with dispatch if possible. Once officers have responded, Explorers shall not approach officers or situations until they are told to by the responding officers.

ON DUTY:

Explorers should report the situation directly to the MPD officer they are working with and continue with the detail to which they are assigned. In the case of an Explorer not being able to report to an MPD officer, they are to report the situation directly to dispatch. **Explorers are never to attempt police action, even in uniform.** They will wait until it is safe to approach the responding officer or supervisor on scene to relay observations.

RIDE ALONGS:

If a situation occurs while on a ride along, the Explorer is required to act as instructed by the MPD officer. The following guidelines are intended to help the Explorer know how to react to a potentially dangerous situation.

If a serious situation develops and it appears that the officer is in trouble and needs more assistance, the Explorer should notify by radio of the officer's unit number, location, and assistance is needed. If the officer is down or appears to be in imminent danger, the Explorer should notify on the radio the officer's number and "OFFICER NEEDS HELP."

OFFICER AID:

EXPLORERS ARE NOT EXPECTED TO GO TO THE OFFICERS AID! If the Explorer feels their own safety is in question, they should seek a safe position, notify dispatch by radio or telephone of the situation. The Moscow Police Department does not require their Explorers to do anything more than this. Their **only obligation in a very serious situation is to get to safety and request help/aid for the officer.** Remember, should an Explorer become involved in trying to help or rescue the officer, you might also be injured and become unable to call for help, thus you would not have been any help at all.

EXPLORER POLICY #8**i. USE OF EQUIPMENT**PURPOSE:

To set forth guidelines in the use of equipment belonging to the Moscow Police Department, the City of Moscow, and the Explorer program.

ISSUED PERSONAL EQUIPMENT:

The following items will be issued to the Explorer:

1. Uniform shirts (1 long sleeve, one short sleeve, one PT shirt)
2. Moscow PD Explorer Volunteer ID card
3. Explorer Policy and Procedure Manual
4. MPD coat
5. Three ring binder containing pertinent training material, etc.

These items remain in the property of the Moscow Police Department. They are to be returned to the Moscow Police Department, via the program Coordinator, upon separation or request. Should an Explorer fail to turn in all of their equipment and uniforms they will be charged a replacement cost which could total in several hundred dollars depending on which item is missing.

OTHER EQUIPMENT:

Explorers could be issued radios, flashlights, or handcuffs if authorized. These items will be checked out on a case by case basis and will be returned at the end of each specific training or event.

VEHICLES:

Explorers will not drive a marked, emergency vehicle, unless they are under direct supervision of a police officer, and then, only for the purpose of moving a vehicle within a scene or in a controlled training. Explorers must use the car only for the details they have been assigned. Explorers may not make traffic stops or assist citizens.

EXPLORER POLICY #9**i. ASSIGNMENTS**PURPOSE:

To establish set procedures and responsibilities in the assigning of Explorers to the various projects. This is to assist the volunteers in the management of their time and the program Coordinator in fulfilling requests and record keeping.

VOLUNTARY ASSIGNMENTS:

When the Moscow Police Department receives a request for volunteer service, the information will be put into written form and be distributed pursuant to the standard practices at MPD. The program Coordinator will determine how many people it will take to fulfill the task, or the maximum number allowed. The program Coordinator will discuss the information at the next training and solicit volunteers from the program. Again, this is on a volunteer basis and care should be taken to avoid the perception of coercion on the part of senior members.

MANDATORY ASSIGNMENTS:

Although contradictory in definition, some events will be mandatory for the volunteers of the Moscow Police Department Explorer program. These events will be determined by the program Coordinator and explained to all Explorers in advance.

SELF INITIATED ASSIGNMENTS:

Explorers are encouraged to seek out their own projects within the police department, school district, and community. These projects will be supervised by a departmental employee and should be a benefit to the department, school district, Explorer program, or community.

EXCUSE FROM ASSIGNMENTS:

Once an Explorer signs up for, or is assigned to a project, he/she is responsible for showing up on time or to find a suitable replacement for him/herself if needed. Voice mail messages will not constitute an accepted excuse. Either the Explorer's immediate supervisor or the program Coordinator must be contacted.

EXPLORER POLICY #10

i. EXPLORER PERFORMANCE EVALUATION

PURPOSE:

To provide documentation of the Explorer's performance and to supply a method for bettering the Explorer and the program.

PROCEDURE:

Evaluations will be conducted every quarter. Quarters are listed as January through March, April through June, July through September, and October through December.

Evaluation Months:

1. March
2. June
3. September
4. December

This allows the program Coordinator to provide positive and constructive feedback to the Explorers. The quarterly execution of evals also allows Explorers that are only in the program for 1 year to obtain multiple accounts of feedback.

The program Coordinator is responsible for assuring that all evaluations are completed on time.

PREPARATION:

Prior to starting an evaluation, the evaluator should familiarize themselves with the following criteria to enhance fairness and objectivity;

1. Thoroughly familiarize yourself with the evaluation form and guidelines.

2. With the evaluation in mind, view the Explorers in each event or training.
3. Evaluate for the entire rating period, not just a few good or bad incidents although high and low points can be mentioned.
4. Document the performance as fairly and objectively as possible. Overrating a subordinate is not fair to the Explorer or the program.
5. Any unacceptable rating requires a comment.

EVALUATION REVIEW SESSIONS:

All evaluation counseling sessions will be conducted on an individual manner containing the Explorer, the program Coordinator, and the Assistant Advisor. These session will take place within two weeks of the end of the evaluation months.

Remember that as an evaluator, your job is to praise behavior that is beneficial to the organization and correct behavior that is detrimental. Personal biases have no place in a performance evaluation.

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I, _____,
HEREBY ACKNOWLEDGE RECEIPT OF THE
MOSCOW POLICE DEPARTMENT LAW
ENFORCEMENT EXPLORER PROGRAM POLICY &
PROCEDURE MANUAL. I HAVE READ THE
CONTENTS OF THIS MANUAL AND UNDERSTAND
THE PROGRAM'S REQUIREMENTS.

EXPLORER

DATE

PROGRAM COORDINATOR

DATE

Moscow Police Department

Police Explorer Program

Application

Name: _____ Date of Birth: _____

Address: _____

City: _____ Phone: _____

Email: _____ Social Security #: _____

Driver's License #: _____ School: _____

Grade Enrolled: _____ Place of Employment: _____

Parents/Guardian Name: _____

If you have separated or divorced parents please use this space to give the name and address of other parent: _____

Character References:

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

Explorer Commitment

I understand I am applying for a position with the Moscow Police Department Explorer Program and the program requires several responsibilities on my part. I will truthfully answer the questions listed below to assist the advisors in my application process.

Have you ever been charged with a crime? Yes ____ No ____

If yes, explain the circumstances and court decision in your case: _____

What is your current GPA: _____ If below 2.0 please explain why: _____

Have you ever had any problems where law enforcement was involved: Yes ____ No ____

Explain: _____

Please list all sports/clubs/activities you participate in: _____

Why do you want to be a police explorer?

I understand the Moscow Police Department Explorer Program is a group of elite individuals that must uphold the highest standards of being a police officer. I understand this fully and am applying to this organization.

Explorer Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Moscow Police Department

Police Explorer Program

Authorization for Release of Information

I _____, parent/guardian of _____
hereby authorize _____ School District to release to the Moscow Police
Department Explorer Program the information indicated below:

Semester Grades

Tardy Reports

Absences

Expulsions

Discipline Reports

I understand I may revoke this consent in writing at any time.

Date

Signature of Student

Date

Signature of Parent/Guardian

Date

Signature of Witness

Attachment: MPD Police Explorer Application (1789 : Moscow Police Department Explorer Program)

Medical Release Form

The Moscow Police Department Explorer Program has an element of danger or possible injury involved with it because the Explorers train and have the opportunity to ride along with the police department. The MPD Explorer program has set guidelines to reduce those risks, but the risks are still there. In case of emergency we would like to have the emergency contact information and an active medical release form on file in cases where medical attention may be needed and you as a parent/guardian is unavailable at the time.

Explorer Information

Name: _____ Date of Birth: _____
 Address: _____ City: _____
 Phone: _____

Parent(s)/Guardian(s) Information

Name: _____
 Address: _____ City: _____
 Home Phone: _____ Cell Phone: _____
 Parent Employment: _____ Work Phone: _____
 Parent Employment: _____ Work Phone: _____
 Emergency Contact: _____ Phone: _____
 Emergency Contact: _____ Phone: _____

Medical Information

Is Explorer currently taking medications? Yes ____ No ____
 If yes, explain: _____
 Has Explorer ever been restricted from physical activities? Yes ____ No ____
 If yes, explain: _____
 Allergies? Yes ____ No ____ If yes, explain: _____
 Date of last Tetanus Immunization: Month _____ Year _____

Medical Release Form

In case of emergency, I hereby give permission to the representative from the Moscow Police Department to obtain medical assistance for my child, I also give permission to the physician selected to hospitalize and secure proper treatment for my child.

 Parent/Guardian Signature

 Date

 Medical Insurance Company

 Policy Number

Waiver Agreement:

Approval to participate in the Moscow Police Department Explorer Program will only be granted to the individual listed below after the individual has read, agreed to, and signed the “Waiver of Liability” listed in this form.

- Weapons will not be carried by any Explorer while conducting his/her duties. The exception to this would be for training purposes involving the use of such weapons and must be approved by the Program Coordinator and the Chief of Police.
- An Explorer must understand that while conducting his/her duties, they are to act as an extra set of eyes and ears. Explorers are trained as a witness. Explorers are only expected to respond as any other good citizen, and should never attempt to take police action.
- Explorers who are issued departmental equipment must keep the equipment at the designated storage location and/or be responsible if any equipment is lost.
- If the individual participating in the Explorer Program is under the age of 18 years old, a parent or guardian must also read and sign the “Waiver of Liability” prior to being allowed to participate in the Explorer Program.

WAIVER OF LIABILITY

For consideration of the undersigned being given the opportunity to volunteer in the police operations and functions of the Moscow Police Department by riding in any vehicle, operated by members of the Police Department and by any and all means of observations whatsoever, the undersigned, in order to avail himself/herself of said opportunity, recognizes and assumes any and all risks pertaining thereto, and hereby releases the City of Moscow, its officials, officers, and all other personnel of the City of Moscow from any and all liability assigns may sustain in and about any vehicle or in any other way during the course of their participation/observation and studies by the undersigned of the operations and functions of the Moscow Police Department.

Explorer (Print): _____ Date of Birth: _____

Explorer Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

MPD EXPLORER PROGRAM: TOPIC AGENDA

October 2018

Cops and Robbers Run

Downtown Halloween Event

- Welcome / PD Tour / Command Staff / Equipment
- Police Ethics / Professionalism / Career Entry / Ride Alongs

November 2018

Turkey Drive

- Infractions / Misdemeanors / Felonies
- Criminal Code Scenarios

One 2-hour PT session offered each non-class week. PT sessions are voluntary.

December 2018

Christmas Parade

Shop with a Cop

- Search and Seizure
- Laws of Arrest / Scenarios

May – October: Farmer's Market

January 2019

Anti-Bulling Talks to MMS

- Arrest Techniques / Use of Force
- Arrest Techniques / Defensive Tactics *practical*

February 2019

Polar Walk

Anti-Bullying Talk at MMS/other schools

MHS Career Fair

- Traffic Stops
- Traffic Stop Scenarios *Mormon Church PL or Fire Station 2*

March 2019

- Interview and Interrogation
- Crime Scene Investigation

April 2019

- Building Searches *classroom*
- Building Searches *City hall or a school*

May 2019**Prevention Week****Safe and Sober Graduation**

- D.U.I
- D.U.I continued...

One 2-hour PT session offered each non-class week. PT sessions are voluntary.

May – October: Farmer's Market

June 2019**Newbill Safety Fair**

- Report Writing
- Traffic Stop Scenarios *Mormon Church PL or Fire Station 2*

July 2019**Team building event**

- Juvenile Justice System
- Juvenile Probation / Youth Services / Prosecutor

August 2019**National Night Out**

- First Aid / CPR / Patrol Response Aid
- First Aid / CPR cont...

September 2019**Latah County Fair**

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/27/2018**Title:** Request for City to Provide I.S. Support to PEP**Responsible Staff:** Jesse Flowers

Information

DESCRIPTION: Staff has been approached with a request from Partnership for Economic Prosperity (PEP) to provide IS support. Staff met with Gina Taruscio, Executive Director of PEP to discuss what services PEP needs. PEP has two computers and two employees who need computer accounts.

The current IS infrastructure has sufficient capacity to provide the following requested services without purchasing any additional hardware. PEP will reimburse the City for all costs for software installed on PEP computers or required to provide support. Services included in this contract include:

1. User account management;
2. File Server;
3. Print Server;
4. Remote and onsite support;
5. Email hosting.

Once all services are integrated into I.S. operations I expect that the ongoing time required to provide support will be approximately 8 hours a month. This estimate does not include any new projects or additional services.

PEP is located in leased space in the City-owned Intermodal Transit Center.

STAFF RECOMMENDATION: Recommend approval of the Agreement for Computer Services between the City of Moscow, Idaho and Partnership for Economic Prosperity.

PROPOSED ACTIONS: Recommend approval of the Agreement for Computer Services between the City of Moscow and the Partnership for Economic Prosperity, or provide staff further direction.

Necessary Resources/Impacts

I.S. staff time to integrate new services into City networks and servers, ongoing staff time to provide support.

Attachments

ProfessionalServices-Computer PEP(2018)

AGREEMENT FOR COMPUTER SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
PARTNERSHIP FOR ECONOMIC PROSPERITY

THIS AGREEMENT FOR COMPUTER SERVICES (hereinafter "Agreement"), made and entered into this ____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Partnership for Economic Prosperity, a 501(C)(6) corporation of the State of Idaho, 1006 Railroad, Moscow, Idaho, 83843 (hereinafter "PEP").

WITNESSETH:

WHEREAS, CITY, in recognition of services rendered by PEP in FY 2016, agreed to pay PEP an annual membership fee up until September 30, 2019, subject to annual appropriation; and

WHEREAS, CITY, as a member committed to providing support to assure successful implementation of the goals, services and deliverables; and

WHEREAS, PEP wishes to have support by CITY in the capacity of providing computer services for their daily business operations; and

WHEREAS, CITY agrees to provide computer services which are defined further hereinbelow (hereinafter "Services");

NOW, THEREFORE, it is agreed that for and in consideration of the mutual covenants and promises between the Parties hereto, that:

SECTION I.

Scope of Work for Computer Services:

PEP and CITY Deliverables

A. PEP shall furnish the following:

1. PEP currently owns two (2) computers that may be increased to as many as up to five (5) computers. Any computer to be used under this Agreement must be approved by CITY's Information Systems Director or designee.
2. PEP's computers, used under this Agreement, will be replaced every four (4) years, at PEP's expense, unless CITY's IS Director or designee recommends to extend replacement date for said PEP computers.
3. PEP owns any and all software used on PEP computers under this Agreement. Any and all software used under this Agreement is required to be compatible with supported CITY operating systems.

4. PEP must provide all software license information prior to CITY installing any software on PEP systems.
5. PEP shall provide printers to be used under this Agreement, and which must be approved by CITY. Printers shall be replaced upon CITY's recommendation. CITY does not provide support on PEP printers beyond network configuration, print server, and client mapping.
6. PEP shall follow the attached policy on computer usage. The computer usage policy may be updated as deemed necessary by CITY's IS Director. When updated, a copy will be sent to PEP the month before it is effective. See Attachment "A".

B. CITY shall furnish the following:

1. CITY shall provide PEP with two (2) user accounts that may be increased up to five (5) accounts.
2. CITY shall install and provide basic support for CITY-approved PEP software.
3. CITY does not provide hardware support beyond installation of operating system.
4. CITY reserves all rights for administrative accounts.
5. CITY shall manage PEP computer updates, anti-virus, and application installations.
6. CITY shall provide PEP computer services that can include file share with one hundred twenty (120) GB of space, email, print server, spam filtering, backup of file server, archive of email, virtual private network (VPN) access, and web hosting.
7. CITY shall provide IS support including help desk, remote connections, and on-site support as needed, with the anticipated average of eight (8) staff hours per month.
8. CITY will provide Services during normal CITY operating hours, generally Monday through Friday, 8:00 a.m. to 5:00 p.m., when CITY departments are open to the public.

SECTION II.

Fees

1. **Licensing.** PEP agrees to pay CITY for the cost of the licenses for CITY software installed on PEP computers and for all licenses required to manage computers and users. These fees include the purchase of licenses the first year that a new user or computer is added, and ongoing maintenance for all following years.
2. **Long Distance.** PEP agrees to pay CITY for all long distance calls. Long distance for the first year will be estimated at five dollars (\$5) per month. Following years will be estimated based on the average usage of the previous year.
3. **Computer Support.** CITY will provide Computer Services under this Agreement, the value of these services is based on CITY's IS staff hours supporting PEP, multiplied by the average hourly wage of IS staff. CITY may waive these fees and consider them a contribution to PEP, but reserves the right, with 60 days' notice, to charge fees at any point during the term of this Agreement.
4. **Date and Form of Payments.** Payments will be made annually and shall be due by the last day of September each year. All payments shall be made payable to "City of

Moscow” and mailed to the attention of “Finance Department, P O Box 9203, Moscow, Idaho, 83843” or such different address or persons as CITY shall provide PEP by written notice.

SECTION III.

A. Independent Parties

CITY and PEP hereto warrant by their signature that no employer/employee relationship is established between CITY and PEP by the terms of this Agreement. It is understood by the Parties hereto that PEP is an independent Party and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Termination of Agreement

This Agreement may be terminated by PEP upon sixty (60) days prior written notice for any reason and without cause. CITY may terminate this Agreement, with sixty (60) days’ notice, for any reason and without cause and without any further liability to PEP. This Agreement will terminate immediately if PEP no longer is housed in a CITY-owned facility. This Agreement may also be terminated by CITY for any violation of the attached Computer Use Policy.

In the event that this Agreement is terminated, the balance of any prepaid fees paid shall be returned to PEP.

C. Extent of Agreement

This Agreement may be amended only by written instrument signed by both Parties hereto.

D. Records

PEP is the site owner and custodian of PEP records, and CITY will not be responsible for keeping PEP records relating to these Services.

E. Priority

In the event of an outage of computer services, PEP shall be placed below Public Safety and below the needs of CITY for Service restoration.

F. Term of Agreement

The term of this Agreement is for four (4) years from the date this Agreement is executed and may be renewed for two (2) four (4) year terms.

G. Indemnification

PEP agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless CITY, CITY’S officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by PEP or PEP’s employees, representatives or agents, against damages, liability and costs arising from the negligent acts of PEP in the performance of professional services under this Agreement, to the extent that PEP is responsible for such damages, liabilities and costs on a comparative basis of fault and

responsibility between PEP and CITY. PEP shall not be obligated to indemnify CITY for CITY's own negligence.

H. Costs and Attorney Fees

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without lawsuit.

I. Jurisdiction and Venue

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

K. Binding of Successors

CITY and PEP each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

L. Modification and Assignability of Agreement

This Agreement contains the entire agreement between the Parties concerning the Services, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. PEP may not subcontract or assign their rights or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

M. CITY's Representatives

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

N. Non-Discrimination

Employment Discrimination: It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. PEP shall not discriminate against any employee or applicant for employment. PEP's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. PEP agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

O. Non-Disclosure

All IS Staff will be bound by a mutually agreed upon Non-Disclosure agreement.

All information designated by PEP as Confidential Information must not be released or disclosed to any person or entity that has not agreed, in writing, to be bound by the terms of the PEP Non-Disclosure Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

DATED this _____ day of _____, 2018.

PEP

Partnership for Economic Prosperity

Dan Ewart, President

ATTEST:

Gina Taruscio, Executive Director

CITY

City of Moscow, Idaho

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: ProfessionalServices-Computer PEP(2018) (1799 : Request for City to Provide I.S. Support to PEP)

ACKNOWLEDGMENT

STATE OF _____)
) ss:
 County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Dan Ewart, known to me to be the person named above and acknowledged that he executed the foregoing as the duly authorized representative of PEP.

 Notary Public for the State of _____
 Residing at _____
 My commission expires _____

STATE OF _____)
) ss:
 County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Gina Taruscio, known to me to be the person named above and acknowledged that she executed the foregoing as the duly authorized representative of PEP.

 Notary Public for the State of _____
 Residing at _____
 My commission expires _____

ATTACHMENT "A"

USE OF CITY COMMUNICATION SYSTEMS

It is the policy of CITY to provide for communications systems necessary to promote the efficient conduct of its business.

- A. CITY's Communications System includes, but is not limited to, mail, electronic mail, courier services, facsimiles, computers, computer networks, on-line services, computer files, intercom systems, video equipment, recording devices and recordings, pagers, two-way radio equipment, phones, and cellular phones.
- B. Supervisors are responsible for instructing employees on the proper use of CITY's Communications Systems used by the organization for both internal and external business communications.
- C. No employee shall have any expectation of privacy in any message, file, image, or other form of data created, sent, received, accessed, or in PEP's custody or control, by use of CITY's Communication System. All PEP equipment used for communication, including the messages transmitted or stored, are the sole property of PEP. Supervisors and/or department heads may access and monitor employee use of CITY's Communication Systems and files, as considered appropriate.
- D. Authorized personal use of CITY's Communication System includes uses made by PEP employees. Such use is only authorized when the use:
 - 1. does not adversely affect the performance of CITY's Communication Systems;
 - 2. creates no significant additional cost to CITY; however, personal long distance calls and personal use of CITY-issued cellular phones are prohibited;
 - 3. is of reasonable duration and frequency, and whenever possible, made during employee's personal time (such as breaks or the time before and after a shift); and
 - 4. has little impact on the employee's or other employees' productivity or ability to perform their assigned duties.
- E. While at work, employees are to exercise discretion in using CITY's Communication Systems or personal devices such as cellular phones. Excessive personal use of systems during the work day interferes with employee's productivity and can be distracting to others; therefore, excessive personal use (regardless of the system used) during an employee's workday is prohibited.
- F. Users of CITY's Communication Systems shall obey all pertinent Federal, State, County, and Local laws and ordinances.
- G. Improper use of CITY's Communication Systems equipment will result in discipline, up to and including termination. Improper use for the purposes of this Policy includes, but is not limited to, playing computer games, sending any harassing, offensive, demeaning, insulting, intimidating, or sexually suggestive, written, recorded, or electronically transmitted messages, materials, or data.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/27/2018**Title:** Continue Providing I.S. Support to SMART Transit**Responsible Staff:** Jesse Flowers

Information

DESCRIPTION: The Information Systems Department has been providing basic I.S. support to SMART Transit since 2014. The current contract is up for renewal and staff has worked with SMART Transit to make a few modifications to the contract to better meet the needs of both the City and SMART Transit.

The current IS infrastructure has sufficient capacity to provide the following requested services without purchasing any additional hardware. SMART will reimburse the City for all costs for software installed on SMART computers or required to provide support. Services included in this contract include:

1. User account management;
2. File Server;
3. Print Server;
4. Remote and on-site support;
5. Email hosting.

STAFF RECOMMENDATION: Recommend approval of the Agreement for Computer Services between the City of Moscow, Idaho and SMART Transit.

PROPOSED ACTIONS: Recommend approval of the Agreement for Computer Services between the City of Moscow, Idaho and SMART Transit, or provide staff further direction.

Necessary Resources/Impacts

Ongoing staff time to provide support, estimated at 8 hours a month.

Attachments

ProfessionalServices-Computer;RPT;SMART(2018)

AGREEMENT FOR COMPUTER SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
REGIONAL PUBLIC TRANSPORTATION, INC.

THIS AGREEMENT FOR COMPUTER SERVICES (hereinafter "Agreement"), made and entered into this ____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Regional Public Transportation, Inc., a 501(C) corporation of the State of Idaho, 1006 Railroad, Moscow, Idaho, 83843 (hereinafter "RPT").

WITNESSETH:

WHEREAS, RPT is a community partner dedicated to providing sustainable, affordable, reliable, and accessible public transportation to Moscow and the region; and

WHEREAS, RPT wishes to have support by CITY in the capacity of providing computer services for their daily business operations; and

WHEREAS, CITY agrees to provide computer services which are defined further hereinbelow (hereinafter "Services");

NOW, THEREFORE, it is agreed that for and in consideration of the mutual covenants and promises between the Parties hereto, that:

SECTION I.

Scope of Work for Computer Services:

RPT and CITY Deliverables

A. RPT shall furnish the following:

1. RPT currently owns six (6) computers that may be increased to as many as up to ten (10) computers. Any computer to be used under this Agreement must be approved by CITY's Information Systems Director or designee.
2. RPT's computers, used under this Agreement, will be replaced every four (4) years, at RPT's expense, unless CITY's IS Director or designee recommends to extend replacement date for said RPT computers.
3. RPT owns any and all software used on RPT computers under this Agreement. Any and all software used under this Agreement is required to be compatible with supported CITY operating systems.
4. RPT must provide all software license information prior to CITY installing any software on RPT systems.

5. RPT shall provide printers to be used under this Agreement, and which must be approved by CITY. Printers shall be replaced upon CITY's recommendation. CITY does not provide support on RPT printers beyond network configuration, print server, and client mapping.
6. RPT shall follow the attached policy on computer usage. The computer usage policy may be updated as deemed necessary by CITY's IS Director. When updated, a copy will be sent to RPT the month before it is effective. See Attachment "A".

B. CITY shall furnish the following:

1. CITY shall provide RPT with five (5) user accounts that may be increased up to ten (10) accounts.
2. CITY shall install and provide basic support for CITY-approved RPT software.
3. CITY does not provide hardware support beyond installation of operating system.
4. CITY reserves all rights for administrative accounts.
5. CITY shall manage RPT computer updates, anti-virus, and application installations.
6. CITY shall provide RPT computer services that can include file share with one hundred twenty (120) GB of space, email, print server, spam filtering, backup of file server, archive of email, virtual private network (VPN) access, and web hosting.
7. CITY shall provide IS support including help desk, remote connections, and on-site support as needed, with the anticipated average of eight (8) staff hours per month.
8. CITY will provide Services during normal CITY operating hours, generally Monday through Friday, 8:00 a.m. to 5:00 p.m., when CITY departments are open to the public.

SECTION II.

Fees

1. **Licensing.** RPT agrees to pay CITY for the cost of the licenses for CITY software installed on RPT computers and for all licenses required to manage computers and users. These fees include the purchase of licenses the first year that a new user or computer is added, and ongoing maintenance for all following years.
2. **Long Distance.** RPT agrees to pay CITY for all long distance calls. Long distance for the first year will be estimated at five dollars (\$5) per month. Following years will be estimated based on the average usage of the previous year.
3. **Computer Support.** CITY will provide Computer Services under this Agreement, the value of these services is based on CITY's IS staff hours supporting RPT, multiplied by the average hourly wage of IS staff. CITY may waive these fees and consider them a contribution to RPT, but reserves the right, with sixty (60) days' notice, to charge fees at any point during the term of this Agreement.
4. **Date and Form of Payments.** Payments will be made annually and shall be due by the last day of October each year. All payments shall be made payable to "City of

Moscow” and mailed to the attention of “Finance Department, P O Box 9203, Moscow, Idaho, 83843” or such different address or persons as CITY shall provide RPT by written notice.

SECTION III.

A. Independent Parties

CITY and RPT hereto warrant by their signature that no employer/employee relationship is established between CITY and RPT by the terms of this Agreement. It is understood by the Parties hereto that RPT is an independent Party and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Termination of Agreement

This Agreement may be terminated by RPT upon sixty (60) days prior written notice for any reason and without cause. CITY may terminate this Agreement, with sixty (60) days’ notice, for any reason and without cause and without any further liability to RPT. This Agreement will terminate immediately if RPT no longer is housed in a CITY-owned facility. This Agreement may also be terminated by CITY for any violation of the attached Computer Use Policy.

C. Extent of Agreement

This Agreement may be amended only by written instrument signed by both Parties hereto.

D. Records

RPT is the site owner and custodian of RPT records, and CITY will not be responsible for keeping RPT records relating to these Services.

E. Priority

In the event of an outage of computer services, RPT shall be placed below Public Safety and below the needs of CITY for Service restoration.

F. Term of Agreement

The term of this Agreement is for four (4) years from the date this Agreement is executed and may be renewed for two (2) four (4) year terms.

G. Indemnification

RPT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless CITY, CITY’s officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by RPT or it’s employees representatives or agents, against damages, liability and costs arising from the negligent acts of RPT in the performance of professional services under this Agreement, to the extent that RPT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between RPT and CITY. RPT shall not be obligated to indemnify CITY for CITY’s own negligence.

H. Costs and Attorney Fees

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without lawsuit.

I. Jurisdiction and Venue

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

K. Binding of Successors

CITY and RPT each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

L. Modification and Assignability of Agreement

This Agreement contains the entire agreement between the Parties concerning the Services, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. RPT may not subcontract or assign their rights or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

M. CITY's Representatives

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

N. Non-Discrimination

Employment Discrimination: It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. RPT shall not discriminate against any employee or applicant for employment. RPT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. RPT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

DATED this _____ day of _____, 2018.

RPT

Regional Public Transportation, Inc.

Daniel Gray

CITY

City of Moscow, Idaho

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: ProfessionalServices-Computer;RPT;SMART(2018) (1800 : Continue to Providing I.S. Support to SMART Transit)

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Daniel Gray, Executive Director, known to me to be the person named above and acknowledged that he executed the foregoing as the duly authorized representative of Regional Public Transportation, Inc.

Notary Public for the State of _____
Residing at _____
My commission expires _____

ATTACHMENT "A"

USE OF CITY COMMUNICATION SYSTEMS

It is the policy of CITY to provide for communications systems necessary to promote the efficient conduct of its business.

- A. CITY's Communications System includes, but is not limited to, mail, electronic mail, courier services, facsimiles, computers, computer networks, on-line services, computer files, intercom systems, video equipment, recording devices and recordings, pagers, two-way radio equipment, phones, and cellular phones.
- B. Supervisors are responsible for instructing employees on the proper use of CITY's Communications Systems used by the organization for both internal and external business communications.
- C. No employee shall have any expectation of privacy in any message, file, image, or other form of data created, sent, received, accessed, or in RPT's custody or control, by use of CITY's Communication System. All RPT equipment used for communication, including the messages transmitted or stored, are the sole property of RPT. Supervisors and/or department heads may access and monitor employee use of CITY's Communication Systems and files, as considered appropriate.
- D. Authorized personal use of CITY's Communication System includes uses made by RPT employees. Such use is only authorized when the use:
 - 1. does not adversely affect the performance of CITY's Communication Systems;
 - 2. is of reasonable duration and frequency, and whenever possible, made during employee's personal time (such as breaks or the time before and after a shift); and
 - 3. has little impact on the employee's or other employees' productivity or ability to perform their assigned duties.
- E. While at work, employees are to exercise discretion in using CITY's Communication Systems or personal devices such as cellular phones. Excessive personal use of systems during the work day interferes with employee's productivity and can be distracting to others; therefore, excessive personal use (regardless of the system used) during an employee's workday is prohibited.
- F. Users of CITY's Communication Systems shall obey all pertinent Federal, State, County, and Local laws and ordinances.
- G. Improper use of CITY's Communication Systems equipment will result in discipline, up to and including termination. Improper use for the purposes of this Policy includes, but is not limited to, playing computer games, sending any harassing, offensive, demeaning, insulting, intimidating, or sexually suggestive, written, recorded, or electronically transmitted messages, materials, or data.