Moscow City Council

Regular Meeting

~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins

City Clerk

208.883.7015

Monday		**Council Chambers**
	7:00 PM	
December 3, 2018		**206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

Pledge Of Allegiance

1. Consent Agenda (ACTION ITEM)

A. Approval Of Moscow City Council November 19, 2018 Minutes – Laurie M. Hopkins

Documents:

CITY COUNCIL MINUTES OF NOV 19, 18.PDF

B. City Council Minutes Of September 4, 2018 Amendment - Laurie Hopkins

In reviewing past minutes, it came to Staff's attention that two vote results were inadvertently left out of the approved September 4, 2018 minutes. The roll call vote took place and can be reviewed on the meeting video found here: <https://youtu.be/FKRYGujuNKQ>. Due to the fact it is not a simple scrivener's error, Staff felt the City Council should review and reapprove the minutes.

ACTION: Approve the amendment to the September 4, 2018 Moscow City Council minutes.

Documents:

AMEND CITY COUNCIL MINUTES OF SEP 4, 18.PDF

C. Idaho Office Of Highway Safety - 2019 Traffic Enforcement Grant Project

Program - Alisa Anderson

The Idaho Transportation Department through the Office of Highway Safety (OHS) administers the Traffic Enforcement Grant Project program. The goal of the program is to eliminate death and serious injuries resulting from motor vehicle crashes and implement programs designed to address driver behavior. The purpose of the program is to provide funding at the state and community level for a highway safety problem that addresses Idaho's and the community's own unique circumstances and particular highway safety needs. The Traffic Enforcement Grant Project program establishes project requirements and a grant funding process to support the enforcement efforts of local law enforcement agencies through dedicated overtime hours and/or traffic enforcement equipment. This was reviewed and recommended for approval by the Administrative Committee on November 26, 2018.

ACTION: Approve the 2019 Traffic Enforcement Grant Project Agreement, Certifications and Assurances, and Risk Assessment for assistance from the Idaho Office of Highway Safety for mobilizations during specified Highway Safety Performance Plan focus area events, campaigns, and/or Mini-Grant requests up to an accumulative amount per program fiscal year of $50,000 without seeking additional approval.

Documents:

IDAHO OHS TRAFFIC ENFORCEMENT GRANT.PDF

D. **MOU Agreement With University Of Idaho Regarding Liability And Responsibility - Mia Vowels**

The University of Idaho and the City of Moscow routinely enter into contracts, agreements, and various Memoranda of Understanding (MOU). In every contract, agreement, or MOU there is a provision regarding liability and responsibility that is negotiated between the respective entities. The proposed hold harmless provision in the MOU has been vetted by the University's Legal Counsel, the City's Legal Department and the City's insurance carrier as adequate regarding liability and responsibility and is proposed to be the standard hold harmless default provision that would be used in the routine contracts, agreements and MOU. This was reviewed and recommended for approval by the Administrative Committee on November 26, 2018.

ACTION: Approve the Memorandum of Understanding between the University and City of Moscow regarding Liability and Responsibility.

Documents:

MOU AGREEMENT WITH UI.PDF

E. **Office Building Lease - Gary J. Riedner**

Office space within the Mann Building and City Hall is inadequate for current staff needs. Recently an office space at 203 East Third Street has been vacated by American Insurance. The office is located directly across Third Street from City Hall. The owner of the building, Robin Woods, has offered to lease the space to the City for use as additional offices. Staff is recommending a three year lease term, with two one-year rights to renew at the City's option. The office would be available on or before January 1, 2019. The source of funding for the lease would be the General Fund. This was reviewed and recommended for approval by the Administrative Committee on November 26, 2018.

ACTION: Approve the attached lease with Robin Woods for office space located at 203 East Third Street.

Documents:

OFFICE BUILDING LEASE.PDF

2. **Staff Recognition Report - Gary J. Riedner**

3. **Mayors Appointments (ACTION ITEM)**

4. **Public Comment And Mayor's Response Period (Limit 15 Minutes)**

5. **Palouse Regional Housing Needs Assessment (ACTION ITEM) - Jen Pfiffner**

Communities and employers throughout the Palouse have voiced concerns regarding a lack of affordable housing. As housing impacts the well-being and economic security of every individual and family on the Palouse, attending to the region's housing challenges provides a significant opportunity for improving the quality of lives and the economy of the region.

The issue of affordable housing is not unique to Idaho, especially on the Palouse, considering the proximity of Idaho and Washington. Given the regional impacts of the issue, coupled with PEP's commitment and foundation in partnership and the severity of the issue as reported by members of PEP and highlighted in the ALICE Report developed by United Way, the organization looks forward to taking the lead in coordinating a Palouse Regional Housing Needs Assessment.

PEP is requesting the City of Moscow participate in the study and provide a financial commitment of $10,000. The goal of the assessment is to provide a clear understanding of the affordable housing issue and to provide the information needed to begin working head on to address the problem.

PROPOSED ACTIONS: Approve the financial participation in the Palouse Regional Housing Needs Assessment in the amount of $10,000 or take such other action deemed appropriate.

Documents:

PALOUSE REGIONAL HOUSING NEEDS ASSESSMENT.PDF

6. **Stormwater Phase II Draft Permit Report - Les MacDonald**

Reports

City Council
Mayor
Staff

Adjourn to Executive Session per Idaho Code 74-206 (1)(C) and (1)(F) - The meeting will not reconvene.

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.

Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
November 19, 2018

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 PM

PRESENT: Kathryn Bonzo Council President, Gina Taruscio Council Vice President, Jim Boland Councilmember, Brandy Sullivan Councilmember, Anne Zabala Councilmember, Bill Lambert Mayor

ABSENT: Art Bettge Councilmember (Excused)

OTHERS: Ken Helm, Idaho Transportation Department

STAFF: Gary J. Riedner, Mia Vowels, Les MacDonald, James Fry, Joe Sieverding, Dwight Curtis, Mike Ray, Kellisa Owens, Jesse Flowers, Laurie M. Hopkins

Pledge of Allegiance
Council Member Boland led the Pledge of Allegiance.

1. Consent Agenda (ACTION ITEM)

A. Approval of Moscow City Council November 5, 2018 Minutes – Laurie M. Hopkins

B. Disbursement Report for October 2018 – Sarah Banks
Accounts Payable Report for the month ending October 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

ACTION: Approve the Disbursements Report for the month of October 2018.

C. Lot Division at 1045 Alturas Drive – Leah Carlson
Stacy Smisek is requesting a lot division for a 5,644 square foot parcel of land located at 1045 Alturas Drive in the City of Moscow. The owner proposed to establish two parcels of approximately 2,730 square feet and 2,912 square feet from the original parcel. The subject property is located within the Multiple Family Residential District (R-4) where the minimum lot size for twinhome dwellings is 2,250 square feet and the minimum lot width is 25'. The two proposed lots meet both minimum lot size and lot width requirements. Property owners within 600 feet of the property have been notified of the proposed division and the site was posted seven (7) days prior to the public meeting date. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

ACTION: Approve the lot division request with no conditions.

D. Request Name Change of East Gate Park to Triangle Park – Dwight Curtis
In August 2018, staff received a letter from 9 year old resident Ginny Saunders requesting the name of East Gate Park be changed to Triangle Park. The park is almost universally known as Triangle Park, so the change is both logical and will eliminate confusion. This request was reviewed by the Parks and Recreation Commission and recommended for approval. This was

reviewed and recommended for approval by the Administrative Committee on November 13, 2018.

ACTION: Approve the name change of East Gate Park to Triangle Park.

E. Edible Forest Park Professional Services Agreement – David Schott

Staff is requesting authorization to retain Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of $11,395. Services include a kick off and scoping meeting, two (2) public workshops, development of two (2) concepts, preparation of preferred alternative, meetings with the Tree Commission and Parks and Recreation Commission, and preparation of an opinion of probable cost. This unique space is intended to provide educational opportunities and an example to our community of stewardship of a public food forest. This unique space will create a sense of place and community pride for the City of Moscow for generations to come. Council approved the 4.09 acre property parkland exchange and dedication agreement on April 4, 2018. The budgetary line item for the professional service expense will be Parks and Recreation Administration (120-160-30-642-10) in the amount of $10,000 and Parks and Recreation Parks (120-165-30-642-10) in the amount of $1,395. If approved, staff anticipates conceptual planning and cost estimating to be completed for inclusion in the FY2020 budget requests. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

ACTION: Approve the Professional Services Agreement with Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of $11,395.

F. Request for Hamilton Funds for the Installation of the Itani Park Playground Equipment – David Schott

The Parks and Recreation Department is requesting Hamilton Funds for the installation of the Itani Park playground equipment and safety tile surfacing in an amount not to exceed $3,000. On June 18, 2018, Council approved the purchase of playground equipment and safety tiles for Itani Park. The funding source was the Hamilton Fund, and was approved through the FY2018 budget. However, funding was not requested for the installation of the playground equipment and tiles at that time. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Staff anticipates the concrete pad and accessible pathway to be completed in the spring of 2019 when conditions allow. If approved, the playground and tiles will be installed shortly after. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

ACTION: Approve the use of Hamilton Funds appropriated in FY2019 for the installation of the Itani Park playground equipment and safety tiles not to exceed $3,000.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

4. Public Comment and Mayor's Response Period (limit 15 minutes)
None offered.

5. City of Moscow Robbers Run Donation to the Fraternal Order of Police #129 - Kellisa Owens
Owens went through the businesses that donated to the run. Officer Strueble completed the 3.5 mile Robbers Run in 35 pounds of gear. The check was presented to Joe Sieverding. Sieverding provided information on the Fraternal Order of Police and events they provide to the community.

6. Highway 95 Thorn Creek to Moscow Report - Gary J. Riedner / Ken Helm
Ken Helm said he has been working on this project for 20 years. In April 2017, the Paradise Ridge Coalition submitted a lawsuit on the EIS document that was developed an approved by the Federal Government and ITD. The lawsuit went to Federal courts in Boise in August 2017. The judge ruled in ITD favor and gave the Coalition 60 days to appeal. The Coalition submitted an appeal in Jan 2018. During this time the final design plans and right-of way plans were still being worked on. In October 2018, arguments were heard in Boise and ITD won the lawsuit. The appeal was heard in the 9th Circuit Court in Oregon on November 6. ITD is waiting on a decision which could come in January 2019, or as late as March 2019. Once the decision is made, and if ITD wins, ITD would like to bid the project in 2019. Twenty-four million dollars in funds are available and there are funds budgeted in 2020. The project is anticipated to take 2 full construction years. The route selected is E-2 and if ITD should lose the appeal, the project will not go forward.

Helm also reported on the north City limits to Viola project in which bids are being opened November 27 with construction Summer 2019.

Mayor Lambert thanked Helm and ITD for the work done in town this last summer. Riedner said past Councils have written letters in support of the alternative E-2 route and support the Thorncreek project.

7. Hamilton Lowe Aquatics Center Annual Report - Kellisa Owens
Owens highlighted specifics of the 2018 season. Curtis recognized Owens for her ideas she implemented and the successful summer. Discussion ensued regarding scholarship money.

8. Idaho Airport Aid Program Grant Agreement (ACTION ITEM) – Gary J. Riedner
On behalf of the Moscow-Pullman Airport, the City of Moscow has been offered matching grant assistance from the Idaho Transportation Department (ITD), Division of Aeronautics, in financing improvements to the Airport during the State of Idaho FY2019. The grant is part of ITD's regular program award to further the interest in and aeronautical purposes of public airports by assisting in the development of a statewide system of airports. The City is required to ratify the attached Grant Agreement and Resolution in order to accept the award. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

PROPOSED ACTIONS: Ratify the Idaho Transportation Department, Division of Aeronautics, Grant Agreement and Resolution for execution in order to accept the $7,500 award on behalf of the Moscow-Pullman Airport or take other such action deemed appropriate.

Riedner introduced the item as written above adding the Pullman Moscow Airport, while physically in Washington, is one of seven Idaho designated commercial airports. ITD supports the airport with half the allocation that other Idaho commercial airports receive. The ratification of the Idaho Transportation Department, Division of Aeronautics, Grant Agreement and Resolution for execution in order to accept the $7,500 award on behalf of the Moscow-Pullman Airport was approved by roll call vote. The Mayor and Council discussed the runway realignment financing.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Anne Zabala, Councilmember
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

9. Software License Agreement for an Advanced Alert Distributed Reporting System (AADRS) Pilot Project (ACTION ITEM) – James Fry

The City of Moscow wishes to provide a community that is safe, secure and a pleasant place to live and visit. The Moscow Police Department utilizes a community-oriented policing philosophy to improve the quality of life through community partnerships and problem solving approaches. Taking into account recent incidents of violence in schools and communities across the nation, including the tragedies our own community has encountered along with the threats of violence to our schools, the City of Moscow Police Department wish to find ways to be proactive with crime prevention by use of technology. To achieve this the Moscow Police Department would like to launch a pilot Advanced Alert Distributed Reporting System (AADRS) by entering into an agreement with Kestrel Technology Group who possesses the expertise and the technology to administer a neighborhood watch type of program through the use of technology. This was reviewed by the Administrative Committee on November 13, 2018 and forwarded to the full City Council with no recommendation.

PROPOSED ACTIONS: Review recommendation and consider approval for the software license agreement for an advanced alert distribution reporting system pilot project between Kestrel and the City of Moscow or take other such action deemed appropriate.

Fry explained after the second threat to the schools, Administrator Greg Bailey and Fry were approached by Dr. Alessa to participate in a pilot program using technology to provide a safer environment in Moscow. Fry introduced Dr. Lilian Alessa.

Alessa explained the Advanced Alert Distributed Reporting System (AADRS) is similar to a neighborhood watch in the hopes in preventing violence in the community. She approached Kestral Technology Group to develop an electronic neighborhood watch using community members where the information stays in Moscow.

Leo Naboyshchikov, Kestral Technology Group, said the company was founded in 2005 and provided a history of the company and how the technology evolved. AADRS is a combination smartphone application and website portal interface between trusted community members (known as High Fidelity Observers, or HFOs) and law enforcement.

Kestral worked with the community to determine what makes sense for the app and initial feedback helped created a prototype. Field collection reports would be securely passed through the portal. There are multiple levels of permissions. HFO would be able to send three types of alerts: an observation, an unusual/suspicious event, or a threat/emergency event. The HFO can also provide their user status as green, amber and red. A lockdown status is also available. Data is saved on Amazon cloud server and is encrypted. The project is proposed to be implemented in three phases with a slow rollout for transparency. At the end of phase 3, all data would be controlled by the City. Alessa added there are current available applications but the reports go to a fusion center. AADRS is not meant to be intervention program nor take the place of 911. It is a way to accelerate the information

Fry said he would like to see it implemented to assist with the safety of our community and schools. There is no intent to violate rights. He feels the program may end up saving lives. This provides one more tool, in addition to 911, with the potential to speed up the dissemination of information. The same response will occur as if it was a 911 report and people will be treated the same. The HFO's would be law enforcement officers, fire fighters and other community members and stakeholders that are already in a vetted public position of trust. There would be training so the HFO's know what is suspicious versus what is not and the Police Department monitor the information.

Alessa said in retro analysis of case files, if someone had put one piece with another, there could have been a prevention versus response.

Greg Bailey, Superintendent of Moscow School District, said he attend the initial meetings where he was able to talk about the specific needs within the schools. Communication is the biggest issue, general and between facilities. He feels looking at pieces and putting them together will help identify people prior to an event and get them help. Currently, if a school is locked down, a staff member must call the district office and alert them. This app would provide the information sooner so the district office can begin processes earlier.

Taruscio was still concerned about the HFO's. Bailey said his understanding is the HFO's will have different permission levels. Sullivan asked what prevents the HFO's from flocking to an incident scene. Alessa said HFO's are already in a position of public trust and are already trained to respond in a specific way in a situation. The proposal includes five levels of permissions, which does include a low level of permission that cannot see the reporting. The app also has the capability to have groups so that school district employees only see reporting on schools. The slow rollout of the app is so that it can be created to whatever the Council wants it to be.

Flowers said this app is about how to get the information disseminated quickly. Kestral is looking to the groups to determine what the app should be and include, and to make it fit for the Moscow community using a slow rollout for adjustments. From a technology standpoint, it's nice to see how we can meet those goals and have a positive impact in the community. The impact on Information Systems will be training on how to use it and administer it and a subscription to Amazon Cloud.

The stakeholders from the initial meetings were Moscow Police Department, Moscow School District, University of Idaho, Sheriff's Department, Latah County Probation and Parole and the Moscow Fire Department. Fry said he envisions the red reports going to the mobile data terminals already installed in the police vehicles. Part of the roll out is how to manage the reporting and putting together policies.

Bailey reiterated the app is a way to prevent a catastrophe and he would like it to assist the communication between schools. Discussion ensued regarding more safety in the schools and how most of the conversation is related to schools, not community. Taruscio feels uncomfortable giving 10 people the ability to judge a situation and call the authorities on what could be an innocent situation. She feels it sets up a divisive situation in the community and is extremely uncomfortable with it community-wide, but she can see it for the safety of the schools.

Zabala said she appreciates the work everyone put in. She doesn't know this is the best solution. She feels key to prevention is improved education and access community-wide, so the response times can be quicker, rather than selecting a certain number of folks. She is also concerned the criteria isn't clear for HFO's.

Fry said because Moscow is developing the app and can decide what and where it is. Boland feels it is something that Moscow can try and terminate it if there doesn't seem to be a benefit. Sullivan asked if someone was reported as suspicious and found to be no threat, can they be taken out of the database as identified as suspicious. Naboyshchikov said the administrator in the City would purge the records. Flowers explained even with a suspicious call to 911, there is a record of that person. There is no goal to profile people. Discussion ensued regarding tracking of information and involvement of the HFO's.

Zalaba moved to not approve the AADRS app. Motion died for a lack of second. Sullivan moved to rework the AADRS app as an internal school only app proposal and bring back to Council. Taruscio seconded. Mayor Lambert confirmed with Bailey that the City is not needed for approval of a pilot program for the school.

Bonzo said the city was impacted by the threat event and fear factor controlled everything. This group is trying to think proactively, not reactively and feels this is an opportunity to explore another way to think about gathering information. She feels the coordination with the City is important because of the resources and personnel. Boland doesn't think there is anything to lose by trying the pilot program. People are always being watched and can be reported on. Moscow can try the app and opt out at anytime.

Discussion ensued regarding implementation. Riedner went through the concerns of the Council as he heard them and if there is specific information the Council wanted brought back. Sullivan said she would be willing to look at it again after the schools have implemented it.

Mayor Lambert asked for the vote on Sullivan's motion to rework the AADRS app as an internal school only app proposal and bring back to Council. Roll Call Vote: Ayes: Two (Taruscio, Sullivan). Nays: Three (Zabala, Bonzo, Boland). Abstentions: None. Motion failed.

Bonzo moved to review the recommendation and consider approval for the software license agreement for an advanced alert distribution reporting system pilot project between Kestrel and the City of Moscow. Boland seconded. Bonzo amended the motion to approve the software license agreement the software license agreement for an advanced alert distribution reporting system pilot project between Kestrel and the City of Moscow. Boland confirmed the amendment.

Sullivan would want who the HFO's are specifically written in the contract and more public input before signing. Taruscio would also like more clarification on guidelines for purging information.

Roll Call Vote: Ayes: Two (Bonzo, Boland). Nays: Three (Sullivan, Taruscio, Zabala). Abstentions: None. Motion failed.

Mayor Lambert called a recess at 9:23 p.m. The meeting reconvened at 9:28 p.m.

Mayor Lambert suggested the item could come back to the Administrative Committee for review and staff direction on what information needs to be brought back. Zabala appreciated the suggestion but is not interested in seeing it back to Committee. Boland feels the last motion voted down the approval which rejected it.

Riedner said the Council made a decision. Staff would need direction if there is more information the Council would like to review and whether the Council wants to see it again. If there is no direction, the item would not be brought back before the Council. Boland feels if Alessa/Kestral wishes to rework the app and bring it back, they can.

Reports

City Council
Tree Commission - Taruscio reported they are working on professional services for food forest; it has a working name of Harvest Park.

Moscow Volunteer Fire Department - Taruscio said elections will take place after some training and leadership discussions.

Clearwater Economic Development Association - Taruscio said they discussed fiber within Idaho; business showcase with local students.

Palouse Basin Aquifer Committee - Boland said the Committee received a presentation from Dale Ralston on how the aquifer has stabilized as a result of conservation efforts.

Moscow Pathways Commission - Sullivan reported the Commission worked on final planning for Blackbird Station dedication; discussed e-bikes and scooters and will do research for possible regulation recommendation to City Council.

Moscow Arts Commission - Bonzo said the Commission was introduced to Megan Cherry, the new Arts Manager; plan to discuss a community kickoff for Jazz Fest; Appaloosa Horse Club bus shelter art; the Commission has 2 openings.

Planning & Zoning Commission - Zabala reported the Commission had a public hearing for a rezone; discussed subdivision code, specifically entrances for development; Comprehensive Plan open house recap; reviewed the ACI agreement.

Mayor
Mayor Lambert attended the Town and Gown social; Veteran's Day dinner; MYAC meeting where they elected officers and worked on a mission statement; and the Blackbird Station dedication.

Staff
No report.

Adjourn
The meeting was closed at 9:42 PM

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 12/03/2018
Title: City Council Minutes of September 4, 2018 Amendment
Responsible Staff: Laurie M Hopkins

Information

DESCRIPTION: In reviewing past minutes, it came to Staff's attention that two vote results were inadvertently left out of the approved September 4, 2018 minutes. The roll call vote took place and can be reviewed on the meeting video found here: <https://youtu.be/FKRYGujuNKQ>. Due to the fact it is not a simple scrivener's error, Staff felt the City Council should review and reapprove the minutes.

STAFF RECOMMENDATION: Approve the amendment to the September 4, 2018 Moscow City Council minutes.

ACTION: Approve the amendment to the September 4, 2018 Moscow City Council minutes.

Necessary Resources/Impacts

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

Attachments

minCC20180904 amended

consider business incentives with input from SEC and PCEI." Sullivan moved to approve the minutes as amended. Bonzo seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Staff Recognition Report - Gary J. Riedner
None offered.

3. Mayors Appointments
Mayor Lambert proposed the following appointments: Daniel Cronan and George Newcombe to the Moscow Tree Commission; Linnea Sheneman to the Moscow Arts Commission as a non-voting High School position. Taruscio moved and Boland seconded to approve the appointments. Roll call vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Daniel Cronan, Assistant Professor in the Landscape Architecture Department at U of I and is happy to be part of the Commission.

Linnea Sheneman said she is a tenth grader at Moscow High School and is excited to be part of the commission.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Jim Boland, Councilmember
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
ABSENT:	Art Bettge

4. Public Comment and Mayor's Response Period (limit 15 minutes)
None offered.

5. Confirmation of Sarah Banks as Finance Director and Oath of Office - Gary J. Riedner / Laurie M. Hopkins
Riedner explained Mayor Lambert is presenting Sarah Banks for an appointment as Finance Director and gave a background of recruitment for the position. Banks has served the department for over 2 years beginning as Accounting Manager. Taruscio moved and Bonzo seconded to confirm Banks as Finance Director. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Hopkins administered the Oath of Office and Banks said she has enjoyed working with everyone and looks forward to serving as Finance Director. Mayor Lambert complimented Banks. Riedner officially ~~tended~~ tendered his resignation as Acting Finance Director.

6. Citizen Commission Report - Farmers Market Commission - Jen Pfiffner / Jaimie Hill
Pfiffner introduced Jamie Hill. Hill went through the Commission members, projects and activities the Commission has worked on throughout the year. Projects they intend to work on this year include a downtown business survey, reviewing the fee structure and vendor handbook and beginning an oral history project. Pfiffner went through the 2017 statistics of the Farmers Market including vendor counts, sales reports, financial assistance programs, and a breakdown of costs and revenues. Mayor Lambert complimented the Commission.

7. Moscow Police Department Explorer Program - James Fry
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,

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 12/03/2018
Title: Idaho Office of Highway Safety - 2019 Traffic Enforcement Grant Project Program
Responsible Staff: Alisa Anderson

Information

DESCRIPTION: The Idaho Department of Transportation through the Office of Highway Safety (OHS) administers the Traffic Enforcement Grant Agreement Program. The goal of the program is to eliminate death and serious injuries resulting from motor vehicle crashes, and implement programs designed to address driver behavior. The purpose of the program is to provide funding at the state and community level for a highway safety problem that addresses Idaho's own unique circumstances and particular highway safety needs. Traffic enforcement has been proven to be an effective countermeasure to reduce unsafe driving behaviors among drivers of passenger and commercial motor vehicles. The Traffic Enforcement Mobilization program establishes project requirements and a funding process to support the enforcement efforts by the Idaho Law enforcement agencies to reduce deaths, serious injuries and economic loss as part of the Strategic Highway Safety Plan (SHSP). Dedicated overtime enforcement hours and/or traffic enforcement equipment for regular duty dedicated mobilization enforcement will be funded for hours worked during Idaho's Traffic Enforcement Mobilizations. OHS is in the third year of also offering Mini-Grants to support data-driven Idaho Safety Traffic Goals as established in the annual Highway Safety Plan for traffic training support, traffic equipment and enforcement. The Mini Grants allow agencies to be reimbursed for training and special emphases focused to the needs of the local community and individual law enforcement departments. Over the past several years the Moscow Police Department (MPD) has participated in a majority of the mobilizations offered through the OHS program and without the funding assistance the MPD would not be able to authorize the overtime needed to provide police officers to participate or implement these types of specialized safety focuses. Attached to this staff report 2019 Idaho Transportation Department, Office of Highway Safety, Traffic Enforcement Grant Project Agreement (TEGPA), Certifications and Assurances, and Risk Assessment required for participation in the program. This was reviewed and recommended for approval by the Administrative Committee on November 26, 2018.

STAFF RECOMMENDATION: Approve the 2019 Traffic Enforcement Grant Project Agreement, Certifications and Assurances, and Risk Assessment for assistance from the Idaho Office of Highway Safety for mobilizations during specified Highway Safety Performance Plan focus area events, campaigns, and/or Mini-Grant requests up to an accumulative amount per program fiscal year of $50,000 without seeking additional approval.

ACTION: Approve the 2019 Traffic Enforcement Grant Project Agreement, Certifications and Assurances, and Risk Assessment for assistance from the Idaho Office of Highway Safety for mobilizations during specified Highway Safety Performance Plan focus area events, campaigns, and/or Mini-Grant requests up to an accumulative amount per program fiscal year of $50,000 without seeking additional approval.

Necessary Resources/Impacts

Reimbursement for Overtime for Special Emphasis Patrols
Police, Administration (Grants Manager), and Finance Departments

Attachments

FY19 TEGPA-Traffic Enforcement Grant Project Agreement
FFY19 Certifications Assurances FAST ACT
Risk Assessment Form_01 02 18

IDAHO TRANSPORTATION DEPARTMENT
OFFICE OF HIGHWAY SAFETY

TRAFFIC ENFORCEMENT GRANT PROJECT AGREEMENT (TEGPA)

THIS AGREEMENT for FFY 2019 is made and entered into by and between:

(Agency name), hereinafter referred to as "Contractor" and the Idaho Transportation Department Office of Highway Safety, hereinafter referred to as "OHS" on this ____ day of _______, 20__.

IT IS THE PURPOSE OF THIS AGREEMENT to provide National Highway Traffic Safety Administration (NHTSA), funded assistance to the Contractor, for participation in local and statewide traffic enforcement projects, as specified in the Highway Safety Plan (HSP) focus areas for the following:

- Traffic Enforcement Statewide Mobilizations
- Mini-Grants for Traffic Enforcement Projects
- Mini-Grants for Training and Public Awareness Projects
- Mini-Grants for Traffic Enforcement Equipment Projects

THE GOAL OF THE AGREEMENT is to establish project requirements and a funding process to support the enforcement efforts by the Contractor, to reduce deaths, serious injuries, and economic loss, as part of the Highway Safety Plan (HSP).

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. Contractor will conduct Traffic Enforcement Mobilizations and/or Mini-Grants in accordance with the criteria established by OHS, as established for each Mobilization and/or traffic enforcement mini-grant.

A. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) on a **paid overtime basis** to enforce impaired driving, alcohol beverage control, distracted driving, aggressive driving, safety restraint, school zone violations, distracted driving, bicycle, pedestrian, motorcycle laws with emphasis as designated by OHS and/or crash problem identification.

B. *No reimbursed regular on-duty personnel hours or salaried positions are eligible for reimbursement.*

C. Necessary additional dispatch services overtime may be reimbursed, if requested prior to the mobilization.

2. Contractor and/or partnering enforcement agencies will publicize the enforcement effort to increase effectiveness by:

A. Working with media to increase the awareness of enforcement efforts; and

B. Provide pre and post press releases, and/or social media posts, about the results of the HVE project and mobilization efforts.

3. *Contractor will take a zero tolerance for unrestrained passengers and children during all OHS funded mobilizations and mini-grants*.
4. Based on the availability of funding and by signing this AGREEMENT, Contractor agrees to support statewide highway safety public awareness campaigns, and will accept the benefits of having the earned and paid media run in their local communities.

5. OHS will reimburse Contractor for paid overtime hours worked and will be reimbursed at the rate of up to 1.5 times the officer's usual hourly rate plus Contractor's contributions to employee benefits, which are FICA/Medicare, Unemployment, Worker's Compensation, and PERSI.

6. Participation in future mobilizations and mini-grants is contingent on at least satisfactory performance during the prior mobilization, as determined by OHS. NHTSA has published a guide that outlines specific strategies and countermeasures relevant to specific focus areas.

7. Contractor must submit the following forms to be completed in accordance with OHS requirements:

A. Performance Reports.

Note: For Seat Belt Enforcement, pre and post seat belt surveys must be completed and submitted along with the performance report.

B. For overtime, provide the completed Overtime Reimbursement Claim Form, signed by an authorized official whose signature can be verified through their individual WebCars logon and password.

C. Payroll Register for period claimed must be available for inspection by OHS staff during annual site visits. Payroll verification can be payroll registers or copies of officer payroll warrants. **Time sheets are not payroll verification**.

D. Contractor will submit reimbursement claims and performance reports within 30 days of completion.

R*eimbursement claims received after* ***October 15th*** *may not be eligible for reimbursement.*

E. No documentation, reports, or claims submitted to OHS may contain Contractor, or its employees', agents' or subcontractors', Protected Personally Identifiable Information (Protected PII). See Term 8. B. 2.

8. Assurances and Other Grant Requirements required by NHTSA for all organizations receiving federal grant funds:

A. Certification and AssurancesFFY19, Attachment 1. Contractor will comply with certification and assurances, as applicable.

B. Risk Assessment FFY19, Attachment 2. Contractor will provide information as applicable.

C. Contractor's Financial Contact will provide information as applicable on the TEGPA and Attachments 1 & 2.

D. Other Grant Requirements:

1) DUNS Registration:
a. If it has not already done so, the Contractor shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently http://fedgov.dnb.com/webform).
b. The Contractor agrees it shall maintain current registrations in the System for Award Management (SAM) (http://www.sam.gov) at all times during which it has active federal awards.
c. If OHS discovers the Contractor, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting, AGREEMENT may be terminated immediately.

2) Personally Identifiable Information (PII). As noted under 2 CFR Chapter I, Chapter II, Part 200:
a. §200.79 Personally Identifiable Information (PII).
b. §200.82 Protected Personally Identifiable Information (Protected PII).
c. §200.303 Internal Controls.

3) Procurement of equipment and materials: All mobilizations, mini-grants, and equipment purchases shall be subject to the requirements governing this AGREEMENT, including those for procurement of materials and leasing of equipment.

4) Code of Conduct: No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a. The employee, officer, or agent.
b. Any member of his or her immediate family.
c. His or her partner.
d. An organization which employs, or is about to employ any of the above-listed.

The Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The Contractor guarantees it has not entered into any form of collusion with anyone, involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).

5) Conferences, Inspection of Work, Grant Monitoring: Conferences may be held at the request of either party to this AGREEMENT. A representative of OHS and/or the U.S. Department of Transportation can conduct an onsite visit for the purpose of inspection and/or assessment of work being performed at any time.

6) Travel: Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees, and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and

practical modes of travel, as well as moderate dining and lodging.

7) Tax and Compensation Liability: OHS will not incur any liability for worker compensation, FICA, withholding tax, unemployment compensation, or any other payment, which is not a part of the grant agreement.

8) Policy Inclusions: In order to receive highway safety grant funds, OHS requires that the Contractor currently have a Safety Restraint Use policy in effect or implement one prior to completion of the AGREEMENT. If requested by OHS, Contractor will submit their safety restraint policy to OHS prior to execution of the AGREEMENT.

9) Responsibility for Claims and Liability: Contractor shall be required to save and hold harmless OHS, ITD, NHTSA, FHWA, and U.S. Department of Transportation from all claims and/or liability due to the negligent acts of the Contractor or the Contractor's subcontractor(s), agents, or employee(s).

10) Failure to comply with any of the terms of this AGREEMENT may jeopardize Contractor in receiving future funding from OHS.

11) Eligible organizations agree to indemnify, defend and hold harmless ITD, its officers, agents, employees' from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from or by the use of grants.

12) Any dispute, disagreement, or question of fact concerning this AGREEMENT shall be decided by the OHS Highway Safety Manager. The decision shall be in writing and shall be distributed to the parties concerned. If Contractor disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of the Idaho Transportation Department. The appeal must be made in writing within 30 days of the OHS decision, and served by certified mail.

13) This AGREEMENT, including any attachments, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations (oral or written), not specified herein regarding this AGREEMENT shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.

14) Nothing in this AGREEMENT shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved agency or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each provision of this AGREEMENT is subject to the laws and regulations of the State of Idaho and of the United States.

15) Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of termination of this AGREEMENT, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

16) This Parent entity for this agency certifies that it conducts an annual audit in accordance to (**2. CFR Part 200 Subpart F**), which is available for review upon request. In addition, this agency has no financial or compliance issues.

Agency Primary Contact Required

Name	
Title	
Telephone	
Fax	
Email Address	
Agency Physical Address	
Warrant Mailing Address	
DUNS (Data Universal Number System)	
Parent Entity Name (if applicable)	

Agency Grant Manager Contact Required

Name	
Title	
Telephone	
Email Address	

Parent Entity Financial Contact Required

Name	
Title	
Organization	
Telephone	
Email Address	
Total Federal Award Amount*/Year	
Single Audit**/ Year	
CAFR*** /Year	
SAM*** Registration Number/Active	

*Total federal funding received by Parent Entity during previous fiscal year. If over $750,000, provide date of Comprehensive Annual Financial Report (CAFR).***
**If the CAFR does not apply, provide date of most recent Single Audit available.
****System for Awards Management (SAM) registration number and if it is currently active.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT:

Contractor's Agent (Agency)

____

By:

Date:

____

State's Agent (OHS)

____

By:

Date:

____

CERTIFICATIONS AND ASSURANCES, Attachment 1
For Fiscal Year 2019 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, As Amended)

GENERAL REQUIREMENTS

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L., 114-94
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subward and Executive Compensation Reporting,* August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards;

(II) $25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27:

- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);

- **The Civil Rights Restoration Act of 1987,** (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information; and its facilities as required by the State highway safety offices, US DOT or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contract/funding recipient under the contract/agreement until the contract/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988(41 USC 8103)

(applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:

   1. The dangers of drug abuse in the workplace;
   2. The grantee's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs;
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

   1. Abide by the terms of the statement;
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—

   1. Taking appropriate personnel action against such an employee, up to and including termination;
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

<u>Instructions for Primary Tier Participant Certification (States)</u>

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Instructions for Lower Tier Certification</u>

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America Act requirement (23 U.S.C. 313), when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

(applies to subrecipients as well as States)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employees, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

(applies to subrecipients as well as States)

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of the political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C), 402(h)(2)), or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing.

The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each year to –
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual Statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State seat belt use rates;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))

The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely on determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry.

Signature ______________________________________ **Date** ______________________

Printed Name____

Agency ____

Subrecipient Risk Assessment

Subrecipient:		Project Numbers:
Subrecipient DUNS Number:		Award Period: ***FFY19*** *10/01/2018 -09/30/2019*

		Topic	Yes	No	NA	Recommendations/Comments
A.		Financial Assessment (*Information under Section A must be provided by the Financial Contact for the agency*)				
	1	Did the subrecipient's **Parent Entity** (City or County) expend **$750,000 or more in federal awards** and submit through the Federal Audit Clearinghouse (FCH) a single audit conducted in accordance with *2 CFR 200.514? Attach a copy of audit summary pages (if applicable).*				
	2	Subrecipient's prior year financial audit did not have material finding(s) that affected ITD funding. (If answer is "no," subrecipent must indicate when or if the finding(s) was resolved.)				
	3	The agency registered with the System for Award Management (SAM), provide Activation Date under comments. https://www.sam.gov/portal/SAM/#1				
	4	Does the Agency retain documentation records for grant funeded activities for up to three (3) Federal Fiscal Years, for monitoring by OHS?				
B.		Experience				
	1	Does the recipient have experience with the same or similar grants?				
	2	Has the subrecipient had at least three years of experience with federal grants?				
	3	Did the subrecipient consistently and accurately submit their claims and reports on time?				
C.		Organization				
	1	Is the subrecipient's accounting system the same as the previous year?				
	2	Has the subrecipient's grant management remained unchanged during the previous year?				
	3	Has the subrecipient's organization remained unchanged during the previous year? (i.e. Chief, Sheriff, management staff)				
		TOTALS				

Rating Scale (Based on the number of No's)

0 - 2	Subrecipient is considered low risk.	Low Risk	Provide standard monitoring
3 - 6	Subrecipient is considered medium risk.	Medium Risk	Provide additional monitoring including training is warranted.
7 - 10	Subrecipient is considered high risk.	High Risk	Provide close monitoring, training and action if required.

General overview of grantee performance:

Commendations, problems or concerns:

Corrective action necessary:

Signatures (original required)

The financial information above is accurate to the best of my knowledge.	Risk Score:	
Signature:	Date:	Print Name:
OHS Reviewer:	Date:	

Sub-grantee's must provide information for areas in blue only.

Attachment: Risk Assessment Form_01 02 18 (1842 : Idaho Office of Highway Safety - 2019 Traffic Enforcement Grant Project Program)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 12/03/2018
Title: MOU Agreement with University of Idaho Regarding Liability and Responsibility
Responsible Staff: Mia Vowels

Information

DESCRIPTION: The University of Idaho and the City of Moscow routinely enter into contracts, agreements, and various Memoranda of Understanding (MOU). In every contract, agreement, or MOU there is a provision regarding liability and responsibility that is negotiated between the respective entities. The proposed hold harmless provision in the MOU has been vetted by the University's Legal Counsel, the City's Legal Department and the City's insurance carrier as adequate regarding liability and responsibility and is proposed to be the standard hold harmless default provision that would be used in the routine contracts, agreements and MOU. This was reviewed and recommended for approval by the Administrative Committee on November 26, 2018.

STAFF RECOMMENDATION: Approve the Memorandum of Understanding between the University and City of Moscow regarding Liability and Responsibility.

ACTION: Approve the Memorandum of Understanding between the University and City of Moscow regarding Liability and Responsibility.

Necessary Resources/Impacts

N/A

Attachments

MOU;University;City;County(2018)final

MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY, CITY OF MOSCOW, AND LATAH COUNTY
REGARDING LIABILITY AND RESPONSIBILITY

The University of Idaho (hereinafter "University"), the City of Moscow (hereinafter "City"), and Latah County (hereinafter "County"), (collectively "Parties"), are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability, and each are subject to the Idaho Tort Claims Act. University regularly enters into contracts, agreements, and memorandums of understanding with City and with County. The Parties agree that the following Hold Harmless provision shall apply to any contracts, agreements, or memorandums of understanding University enters into with City or with County:

Hold Harmless (Liability and Responsibility):

> The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.
>
> Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

To the extent any future contract, agreement, or memorandum of understanding between University and City, or between University and County, is inconsistent with the above Hold Harmless provision, this Memorandum of Understanding (hereinafter "MOU"), and the language set forth herein shall govern unless the Parties to any such contract, agreement, or memorandum of understanding specifically state the above language shall not apply.

Any Party may terminate their participation in this MOU by giving thirty (30) days written notice to the other Parties. In such event, the provisions of this MOU shall continue to apply to any contract, agreement, or MOU entered into between the Parties prior to the date of termination of this Agreement.

For City of Moscow:

Signature: ____________________________

Print Name: ___________________________

Date: ________________________________

For University of Idaho:

Signature: ____________________________

Print Name: ___________________________

Date: ________________________________

For Latah County:

Signature: ____________________________

Print Name: ___________________________

Date: ________________________________

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 12/03/2018
Title: Office Building Lease
Responsible Staff: Gary J. Riedner

Information

DESCRIPTION: Office space within the Mann Building and City Hall is inadequate for current staff needs. Recently an office space at 203 East Third Street has been vacated by American Insurance. The office is located directly across Third Street from City Hall. The owner of the building, Robin Woods, has offered to lease the space to the City for use as additional offices. Staff is recommending a three year lease term, with two one-year rights to renew at the City's option. The office would be available on or before January 1, 2019. The source of funding for the lease would be the General Fund.

STAFF RECOMMENDATION: Approve the attached lease with Robin Woods for office space located at 203 East Third Street.

ACTION: Approve lease with Robin Woods for office space located at 203 East Third Street.

Necessary Resources/Impacts

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

Attachments

PropertyLease;203 E. 3rd;WoodsRobin(pm2)CLEAN;mv

COMMERCIAL LEASE AGREEMENT FOR REAL PROPERTY BETWEEN ROBIN WOODS AND CITY OF MOSCOW, IDAHO

THIS COMMERCIAL LEASE AGREEMENT FOR REAL PROPERTY, BETWEEN ROBIN WOODS AND CITY OF MOSCOW, IDAHO (hereinafter "Agreement"), shall be entered into this _____ day of _________________, 2018, between Robin Woods, 615 North Moore Street Moscow, Idaho, 83843 (hereinafter "LANDLORD"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

The Parties intend to enter into a three (3) year commercial lease agreement (hereinafter "Agreement"), with two (2) additional options to renew, each renewal for one (1) additional year. The Parties desire to set the terms and conditions of the Agreement as of this date.

LANDLORD shall lease to CITY, and CITY shall lease from LANDLORD that real property (hereinafter "Premises"), which term includes all buildings, improvements and fixtures now on or hereafter placed on such real property, described as follows:

> That portion of the building located at 203 East Third Street, Moscow, Latah County, State of Idaho, more particularly described as:
>
> Beginning at the Northwest Corner of Lot 1, Block 8, of the Moscow Original plat, Thence East, 26.2 feet to the True Point of Beginning; Thence South, 80.00 feet; Thence East, 24.97 feet; Thence North, 80.00 feet; Thence West, 24.97 feet to the True Point of Beginning.
>
> See Exhibit "A", attached hereto and incorporated herein.

Each and every term and condition of this Agreement is dependent upon each and every other term and condition.

SUMMARY OF LEASE AGREEMENT TERMS

The following summarizes significant lease terms only and shall not be construed as altering, modifying or amending the text of the Agreement. In the event of a conflict between the terms summarized herein and the Agreement, the provisions as set forth in the text of the Agreement shall control in all respects.

LANDLORD	**CITY**
Robin Woods 615 N. Moore Street Moscow, ID 83843	Gary J. Riedner, City Supervisor 206 East Third Street Moscow, ID 83843

PREMISES

203 East Third Street (see Attachment "A") Moscow, Idaho 83843	approximately 1755 square feet
MONTHLY BASE RENT	$1,750.00 per month NNN (triple net), as adjusted
SECURITY DEPOSIT	$1,750.00
TERM OF LEASE	Three (3) Years
	Commencement Date: January 1, 2019 Expiration Date: December 31, 2021 (unless renewal options are exercised)
	Renewal Options: City, at its sole discretion, may renew lease for two successive one (1) year terms, commencing on January 1, 2022 and January 1, 2023.

TRIPLE NET BUILDING LEASE AGREEMENT

1. **PARTIES.** The Parties hereto are LANDLORD and CITY.

2. **AGREEMENT.** It is mutually agreed by and between the Parties hereto as follows:

3. **LEASE OF PROPERTY.** LANDLORD, for and in consideration of the Rent, covenants, and conditions hereinafter contained to be kept and performed by CITY, does hereby lease to CITY the property located at 203 East Third Street, Moscow, Idaho 83843. The Premises leased to CITY consists of approximately 1,755 square feet, and is that portion of the building located at 203 East Third Street, Moscow, Latah County, State of Idaho, more particularly described as: Beginning at the Northwest Corner of Lot 1, Block 8, of the Moscow Original plat, Thence East, 26.2 feet to the True Point of Beginning; Thence South, 80.00 feet; Thence East, 24.97 feet; Thence North, 80.00 feet; Thence West, 24.97 feet to the True Point of Beginning.

4. **CONDITION OF PROPERTY.** At the commencement of the term of this Agreement, CITY accepts the building, Premises, improvements, and any equipment on or in the leased

Premises, in its existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of LANDLORD as to such condition, or as to the use that may be made of such property. In no event shall LANDLORD be liable for any defect in such property or for any limitation on its use.

4.1 CITY acknowledges that neither LANDLORD nor any agent of LANDLORD has made any representation or warranty with respect to the Premises or the building housing the Premises or with respect to the suitability or fitness of either for the conduct of CITY's business or for any other purpose.

4.2 The taking of possession of the Premises by CITY shall be conclusive evidence that CITY accepts the same "as is" and that the Premises and the building, of which the same form a part, were in good condition at the time possession was taken.

5. **TERM.** The term of this Agreement shall be for three (3) years. The term shall commence on January 1, 2019, and end on December 31, 2021, unless renewal options are exercised. CITY, in its sole discretion, shall be entitled to renew this Agreement for two successive one (1) year terms, commencing on January 1, 2022 and January 1, 2023.

6. **RENT/PAYMENTS.** Subject to the non-appropriation provisions of this Agreement and subject to the readjustment provisions herein, CITY shall pay to LANDLORD the monthly base Rent of one thousand seven hundred fifty dollars ($1,750) in lawful money of the United States, on the first day of each month throughout the term of this Agreement, commencing on January 1, 2019. The Rent shall be payable at the address of LANDLORD as set forth herein, or at such other place as LANDLORD may designate in writing.

6.1 CITY shall pay a late penalty of twenty dollars ($20) per day for each day Rent remains unpaid for any month beginning on the fifteenth (15th) day of each such month.

6.2 Upon the execution of this Agreement by CITY, CITY shall pay to LANDLORD the sum of one thousand seven hundred fifty ($1,750) as a damage/cleaning/ security deposit. Such deposit shall secure CITY's performance of all terms and conditions of this Agreement, and secure the payment of Rent. Such deposit shall be available to LANDLORD in addition to any and all other rights available to LANDLORD by law and as provided herein.

6.3 All charges, costs and expenses which CITY is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of CITY's failure to pay such amounts, and all damages, costs and expenses which LANDLORD may incur by reason of any default of CITY or failure on CITY's part to comply, shall be immediately paid by CITY upon demand by LANDLORD, and in the event of non-payment by CITY, LANDLORD shall have all the rights and remedies with respect thereof as LANDLORD has for the non-payment of the basic Rent.

6.4 CITY shall pay and indemnify LANDLORD against all legal costs and charges, including attorney fees lawfully and reasonably incurred, with or without suit, incurred by

LANDLORD in enforcing any covenant of CITY herein contained, or for any default by CITY, or for service of any Notices of Default to CITY hereunder.

6.5 CITY shall also be required to pay the following expenses related to the Premises: all electric, gas, telephone, garbage removal and other utilities charged to the Premises. The dumpster that services the Premises is shared among the other Tenants within the Building and said cost will be split with CITY. CITY shall also reimburse LANDLORD for property taxes lawfully levied against the Premises and paid by LANDLORD for each year this Agreement is in effect.

6.6 The monthly base Rent amount of one thousand seven hundred fifty dollars ($1,750) shall be due by the fifteenth day of the month, subject to the following:

6.6.1 In year two (2) of this Agreement, the amount of monthly Rent shall increase to one thousand eight hundred ($1,800) per month;

6.6.2 In year three (3) of this Agreement, the amount of monthly Rent shall increase to one thousand eight hundred fifty dollars ($1,850) per month;

6.6.3 In year four (4) of this Agreement (if CITY elects to exercise the first option to renew), the amount of monthly Rent shall increase to one thousand nine hundred dollars ($1,900) per month;

6.6.4 In year five (5) of this Agreement (if CITY elects to exercise the second option to renew), the amount of monthly Rent shall increase to one thousand nine hundred fifty dollars ($1,950) per month;

7. **CITY'S DUE DILIGENCE REVIEW OF AND ACCEPTANCE OF THE AGREEMENT AND RELATED DOCUMENTS, AND OF THE PREMISES.** CITY has exercised due diligence in its inspection of the Premises and the lease agreement, and accepts the same in reliance upon it's own review. CITY has relied upon its own attorney to review all documents related to this transaction. CITY has had reasonable access to the Premises, has reviewed the building plans for the Premises, and has had the Premises inspected and has accepted the inspection.

8. **USE AND OCCUPANCY.** CITY shall use the Premises for office space, and any and all other business pertinent, related or necessary thereto. CITY shall not use or occupy the Premises for any other purpose without the prior written consent of LANDLORD.

8.1 CITY shall not use or occupy, nor permit the Premises or any part thereof to be used or occupied for any unlawful business, use or purpose, not for any business, use or purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. CITY shall promptly, after the discovery of any such unlawful, disreputable or extra-hazardous use, take all necessary steps, legal and equitable, to complete the discontinuance of such use and to oust and remove any sub-tenants, occupants, or other person guilty of such unlawful, disreputable, or extra-hazardous use. CITY shall indemnify LANDLORD against all costs, expenses, liabilities, losses, damages, injunction, suits, fines, penalties, claims, and demands, including reasonable counsel fees, with or without suit, arising out of any violation of or default in these covenants.

8.2 CITY shall not use the Premises in a manner which shall invalidate or increase the rate of fire and extended coverage insurance on the building in addition to that in effect prior to this Agreement without the prior written consent of LANDLORD. CITY shall promptly, upon demand, reimburse LANDLORD for any additional premium charged for such policy by reason of CITY's use of such Premises, or by reason of CITY's failure to comply with the provisions of this paragraph.

8.3 CITY, at its sole expense, shall comply with all laws, orders and regulations of Federal, State and Municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon LANDLORD or CITY with respect to the Premises. CITY, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement or for making of repairs, alterations, improvements, or additions, and LANDLORD, where necessary, will join with CITY in applying for all such permits or licenses.

8.4 CITY shall have access and use of the attic.

9. ALTERATIONS. The Parties recognize that CITY may wish to make certain repairs and changes to the interior of the Premises to accommodate CITY's needs. CITY shall be responsible for all costs and liabilities associated with the interior remodel of the Premises.

9.1 All remodeling and alterations that have an estimated cost of five thousand dollars ($5,000) or more, must receive the prior written approval of LANDLORD prior to commencement of work, which approval shall not be unreasonably withheld. Remodeling and alterations that have an estimated cost of less than five thousand dollars ($5,000) shall not require approval of LANDLORD.

9.2 Other than as provided above, CITY shall make no alterations, additions or improvements to the Premises, other than customary decorating, without the prior written consent of LANDLORD which shall not be unreasonably withheld; however, LANDLORD may impose as a condition of consent such requirements as LANDLORD in its sole discretion may deem necessary or desirable, including, without limiting, the generality of the foregoing, requirements as to the manner in which such work shall be done and the right to approve the contractor selected by CITY to perform such work.

9.3 All work with respect to any alterations, additions and changes must be done in a good and workmanlike manner and diligently pursued to completion. Any changes, alterations and improvements shall be performed and done strictly in accordance with laws and ordinances relating thereto.

9.4 Before commencing any construction in or about the Premises, CITY shall notify LANDLORD in writing of the expected date of commencement thereof. LANDLORD shall have the right at any time and from time to time to post and maintain on the Premises such notices as LANDLORD deems necessary to protect the Premises and LANDLORD from mechanics' liens, materialmens' liens and any other liens.

10. MAINTENANCE BY LANDLORD. LANDLORD shall be responsible for the following maintenance of the real property leased to CITY hereunder. LANDLORD shall maintain and keep in repair the foundation, lateral support, roof, walls, structural parts and all exterior parts of the Premises and of any Building in which the Premises are located, including exterior plumbing.

10.1 LANDLORD shall repair and maintain the building structure and exterior areas of the Building. LANDLORD shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to LANDLORD by CITY. Except as provided in the Damage to Premises Section hereof, there shall be no abatement of Rent and no liability of LANDLORD by reason of any injury to or interference with CITY's business arising from the making of any repairs, alterations or improvements in the Premises or the Building, or to any portion thereof; provided, however, that in making such repairs, alterations or improvements LANDLORD shall interfere as little as reasonably practical with the conduct of CITY's business in the Premises.

10.2 LANDLORD shall be solely responsible for the cost of any major repair and/or replacement of the building foundation, lateral support, roof, walls, structural parts and all exterior parts of the Premises and of any building in which the Premises is located, including exterior plumbing. Additionally, LANDLORD shall be solely responsible for the cost of any major repair and/or replacement of the interior plumbing, lighting and electrical systems within the Premises and plumbing, heating, and cooling equipment and fixtures therein.

11. MAINTENANCE BY CITY. CITY shall be responsible for janitorial services to the Premises, and shall promptly reimburse LANDLORD for any and all minor repairs to the Premises or minor repairs to fixtures of the leased Premises or of the building, made necessary as a result of any misuse or neglect by CITY or any of its officers, agents, employees, contractors, licensees, visitors, guests, clients, customers or invitees. If CITY fails to make necessary repairs and/or maintain the Premises or any part thereof, LANDLORD shall have the right, upon reasonable written notice to CITY, to make and perform such repairs or maintenance and charge the cost thereof to CITY, which cost shall be payable in full upon demand, and failure to pay the cost thereof shall constitute a breach of this Agreement as for non-payment of Rent. CITY shall be responsible for minor normal wear and tear that has an estimated cost of under four hundred dollars ($400).

11.1 CITY shall maintain and keep in good repair all glass (windows) and doors in the leased Premises. CITY shall maintain and keep in good repair and condition any walkways, alley and sidewalks, and shall keep the same free from debris, ice and snow, and any dangerous or hazardous conditions, and shall indemnify LANDLORD from any liability for same.

11.2 CITY shall be responsible for any repairs necessitated by the negligence of CITY, its agents, employees, and invitees.

12. COMPLIANCE WITH CODES. All repairs, alterations, additions or improvements made by LANDLORD or CITY shall comply with applicable building or other codes.

13. TRADE FIXTURES. All articles of personal property and all detached trade fixtures, supplies, merchandise, furniture, and equipment owned by CITY and installed in the Premises, shall remain the property of CITY.

14. CITY'S SIGNS. CITY may install its customary and usual display and business signs on and adjacent to the Premises, subject to applicable zoning ordinances and restrictive covenants, and subject to the approval of LANDLORD. All signs located on the Premises shall be in good taste so as not to detract from the general appearance of the Premises or any building in which any part of the Premises are located. Upon the termination of this Agreement, CITY shall remove all such signs and repair any damage to the Premises caused by the erection, maintenance or removal of such signs.

15. UTILITIES AND SERVICE. LANDLORD shall furnish services to the Premises, including but not limited to heat, water, sewer, and electricity. LANDLORD shall not be liable for any failure of water supply or electric current or of any service by any utility.

15.1 During the Term, CITY shall pay for all utility services consumed by CITY upon the Premises and for any utility connection or hook-up fees, including, without limitation, gas and electricity, cable television, internet or wireless services, sanitary and storm sewer, water, garbage and telephone services, and shall indemnify LANDLORD against any liability on such account.

15.2 Except where LANDLORD's act(s) cause such injury or damage, LANDLORD shall not be liable for injury to persons (including death) or damage to property resulting from steam, gas, electricity, water, rain, ice or snow which may flow or leak from any part of the Building, or from any pipes, appliances, or plumbing works, from the street or subsurface, or from any other place; or for the interference with light or other easements.

15.3 LANDLORD shall not be liable for any failure to furnish any services or utilities when the failure is caused by accidents, strikes, governmental action, shortages, or other conditions beyond LANDLORD's control. Such failure shall not constitute or be construed as a constructive or other eviction of CITY and CITY shall not be relieved of the obligation to pay the full Rent reserved herein.

16. LIENS. CITY shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or other obligations incurred by CITY and agrees to defend, indemnify and hold LANDLORD harmless from and against any such lien, claim or action thereon, including costs of suit and reasonable attorney's fees incurred by LANDLORD, with or without suit, in connection with any such claim or actions.

17. ACCESS BY LANDLORD. LANDLORD, at all reasonable times and frequency, shall have the right to enter the Premises to examine the same, to show them to prospective purchasers, mortgagees, or lessees and to make such repairs, alterations, improvements or additions deemed necessary by LANDLORD, without the same constituting an eviction of CITY in whole or in part.

17.1 Rent shall not abate while any repairs, alterations, improvements, or additions are being made, provided that LANDLORD shall proceed expeditiously with the same and without unreasonable interference or interruption to CITY's use of the Premises.

17.2 LANDLORD shall also have the right to enter on and/or pass through the Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Premises or any other portion of the Building.

17.3 LANDLORD shall have the right to post customary signs on LANDLORD's property advertising the property for sale. Should CITY be in default of this Agreement for more than thirty (30) days, LANDLORD may post a customary sign on the Premises advertising the property for lease, even if LANDLORD has not terminated this Agreement.

18. PAYMENT OF REAL PROPERTY TAXES – LANDLORD. LANDLORD shall pay promptly all real property taxes lawfully levied against the Premises for each year this Agreement is in effect. Pursuant to section 6.5 of this Agreement, CITY shall reimburse LANDLORD for all property taxes lawfully levied against the Premises for each year this Agreement is in effect. LANDLORD shall be required to provide CITY a receipt evidencing LANDLORD's payment of such taxes in order to receive reimbursement. CITY shall pay such reimbursement (which equates to approximately 75% of the property tax bill) to LANDLORD within thirty (30) days from submittal of such receipt. Failure of LANDLORD to timely pay all property taxes lawfully levied against the Premises for each year this Agreement is in effect shall constitute a default of this Agreement.

19. INSURANCE.

19.1 PROPERTY INSURANCE: At all times during the Term, CITY, at its sole cost and expense, shall cause the Premises to be fully and adequately insured with a customary policy of fire and extended coverage insurance (including flooding, vandalism, malicious mischief and special extended perils or all risk) in an amount not less than the full replacement cost of the Premises (currently four hundred twenty six thousand dollars [$426,000]), with a standard inflation guard endorsement or, in the event the Parties have agreed upon a fixed amount of insurance, with a fixed amount endorsement.

19.2 COMMERCIAL GENERAL LIABILITY INSURANCE: At all times during the Term, CITY, at its sole cost, shall maintain in full force and effect liability coverage in the minimum amount required by State law through CITY's current Idaho County Risk Management Program (ICRMP) policy, or its equivalent, and CITY shall add the Building and Premises to the schedule of CITY's properties covered by the ICRMP policy or its equivalent.

In the event ICRMP will not provide such coverage, CITY shall either provide such coverage from other insurance or CITY shall pay to LANDLORD a monthly fee for LANDLORD's provision of such insurance at the agreed upon amount.

19.3 EVIDENCE OF INSURANCE: CITY shall, upon request, provide LANDLORD with adequate evidence of the continued existence of applicable insurance coverage which shall contain an agreement by the insurer that such insurance coverage shall not be modified or canceled without delivery of at least thirty (30) days' written notice to LANDLORD.

19.4 CITY INVALIDATION: CITY shall not do or permit anything to be done which invalidates any such insurance policies required by this Agreement.

19.5 CITY shall maintain insurance coverage on all of CITY's improvements, equipment, furniture and fixtures, inventory, and other property of CITY.

20. DAMAGE OR DESTRUCTION:

20.1 REPAIR AND RESTORATION: In the event that the Premises shall be damaged or destroyed by fire, or other casualty, CITY promptly shall deliver to LANDLORD notice thereof. If the damage or destruction resulted from risk required to be insured, this Agreement shall remain in full force and effect, and LANDLORD, shall promptly repair the damage or destruction and restore the Premises to substantially that condition existing immediately prior to such damage or destruction. If CITY remains in occupancy of the Premises, LANDLORD shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably with the use and occupancy of the Premises by CITY for the conduct of its business operations. Until the completion of LANDLORD's repair and restoration pursuant to this Section, CITY's obligation to pay Rent and other amounts payable by CITY hereunder shall abate as of the date of the damage or destruction in proportion to the extent that the value of the Premises, for the use and occupancy thereof by CITY for the conduct of its business operations, shall be reduced.

20.2 In no event, except in the case of negligence, shall LANDLORD be liable to CITY for any damage to the Premises or for any loss, damage or injury to any person or property of CITY therein or thereon occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including without limitation, water, steam, refrigerant lines, sprinklers, tanks, drains, drinking fountains, toilets, sewers or wash stands) or other similar causes in, above, upon, or about the Premises or the Building in which the Premises are located.

21. EMINENT DOMAIN – REPAIR AND RESTORATION: In the event that any portion of the Premises shall be taken or threatened to be taken under the power of eminent domain or settlement in lieu thereof for any public or quasi-public use, LANDLORD shall promptly deliver to CITY notice thereof. This Agreement shall remain in full force and effect, and

LANDLORD, at its sole cost and expense, shall repair the damage and restore the Premises so as to constitute the remaining portion thereof as a complete architectural unit. If CITY remains in occupancy of the Premises, LANDLORD shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably with the use and occupancy of the Premises by CITY for the conduct of its business operations. Until the completion of LANDLORD's repair and restoration pursuant to this Section, CITY's obligation to pay Rent, and other amounts payable by CITY hereunder, shall abate as of the date on which possession of the Premises or portion thereof shall be required by the public or quasi-public body in proportion to the extent that the value of the Premises for the use and occupancy thereof by CITY for the conduct of its business operations, shall be reduced.

22. FORCE MAJEURE. Neither Party hereto shall be required to perform any term, condition, or covenant of this Agreement during such time where performance, after the exercise of due diligence to perform is delayed or prevented by acts of God, civil riots, organized labor disputes, or governmental restrictions. Neither Party shall be excused from performing any term, condition, or covenant of this Agreement because of any act or omission of such Party.

23. WAIVER. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition. Acceptance by LANDLORD of any performance by CITY, after the time the same shall have become due, shall not constitute a waiver by LANDLORD of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by LANDLORD in writing.

24. WARRANTIES AND REPRESENTATIONS BY LANDLORD. LANDLORD expressly warrants and represents to CITY: LANDLORD has not covenanted or agreed with anyone to restrict the use of the Premises for CITY's purposes; and, LANDLORD has the right to Lease the Premises to CITY.

25. QUIET ENJOYMENT BY CITY. LANDLORD covenants that if CITY performs all the terms, conditions, and covenants of this Agreement to be performed by CITY, CITY shall peaceably and quietly hold and enjoy the Premises for CITY's purposes for the term hereof without hindrance or interruption by LANDLORD.

26. SUBORDINATION AND ATTORNMENT; ESTOPPEL:

26.1 CITY SUBORDINATE. CITY covenants and agrees, on the Terms and conditions provided in this Section, that this Agreement shall be subordinate to any institutional mortgage or deed of trust that now or hereafter shall encumber the Premises, provided that each mortgagee or beneficiary shall execute and deliver to CITY a non-disturbance, attornment and subordination agreement stating (in addition to other reasonable Terms, if any) in substance that (i) if CITY is not in default hereunder, the right of possession of CITY to the Premises shall not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise shall be made subject to CITY's right of possession to the Premises under this Agreement; and (ii) CITY shall attorn to any mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Premises by a mortgagee or Purchaser and notice to CITY thereof, and this Agreement shall continue in full force and effect between CITY and such mortgagee or Purchaser. CITY covenants and agrees to attorn to such mortgagee or beneficiary upon foreclosure.

26.2 STATEMENT OF TERMS AND STATUS. Upon LANDLORD's written request, CITY shall execute, acknowledge and deliver to LANDLORD a written statement certifying (i) that none of the Terms or provisions of this Agreement have been changed (or if they have been changed, stating how they have been changed); (ii) that this Agreement has not been canceled or terminated; (iii) the last date of payment of the Rent and other charges and the time period of the Rent and other charges and the time period covered by such payment; (iv) that LANDLORD is not in default under this Agreement (or, if LANDLORD is claimed to be in default, state why); and (v) such other representations or information with respect to CITY or the Agreement as LANDLORD may reasonably request or which any prospective purchaser or encumbrancer of the Premises may reasonably require. CITY shall deliver such statement to LANDLORD within twenty (20) days after LANDLORD's request. LANDLORD may give any such statement by CITY to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

26.3 In the event the Premises are sold by foreclosure or power of sale under a lien or mortgage of LANDLORD, CITY, at the option and request of the purchaser, shall attorn to the purchaser and recognize such purchaser as LANDLORD under this Agreement provided that CITY's rights hereunder shall be acknowledged and agreed to in writing by such purchaser.

27. SALE OF PREMISES BY LANDLORD. Any sale of the Premises by LANDLORD shall be subject to all rights of CITY hereunder, specifically including the CITY's option to renew this Agreement.

28. ASSIGNMENT AND SUBLEASING BY CITY. CITY shall not assign or sublet any part of the Premises or CITY's rights hereunder without LANDLORD's prior written consent in each instance, which consent shall not be unreasonably withheld; provided that the business or occupation of the sub-tenant is not extra-hazardous, disreputable, or illegal, and provided further that CITY shall remain primarily liable for the Rent herein reserved and for the performance of all the other terms of this Agreement required to be performed by CITY.

29. CITY'S DEFAULT; LANDLORD'S REMEDIES:

29.1 CITY DEFAULT: Any of the following events shall constitute a default of this Agreement by CITY (a "CITY Default"):

29.1.1 Failure of CITY to pay any Rent or other amount payable by CITY hereunder when due and such CITY Default continues for fifteen (15) days after delivery of a written notice by LANDLORD to CITY; and

29.1.2 Vacating or abandonment of all or a substantial part of the Premises.

29.1.3 Failure of CITY to comply with any provision of this Agreement other than payment of Rent, with such failure continuing for fifteen (15) days after delivery of a written notice by LANDLORD to CITY specifying the nature of non-compliance by CITY. However, if the nature of CITY's default is such that it cannot be reasonably cured within the time provided, CITY shall not be in default if CITY commences to cure the default within the time provided and thereafter diligently proceeds to cure such default within thirty (30) days.

29.1.4 The making of an assignment or general arrangement for the benefit of creditors by CITY or any guarantor of CITY's obligations under the Agreement.

29.1.5 The filing of a petition under the Federal Bankruptcy Act or any similar law or statute of the United States or any state thereof by CITY or any guarantor of CITY's obligations under this Agreement. Or, the failure of the dismissal, within ninety (90) days after the filing of any involuntary petition or bankruptcy or insolvency against CITY or guarantor of CITY's obligations.

29.1.6 The appointment of a receiver or trustee for all or substantially all the assets of CITY or any guarantor of CITY's obligations under this Agreement. Such receivership shall not have been terminated or stayed within the time permitted by law.

29.1.7 The attachment, execution or other judicial seizure of substantially all of CITY's assets located in the Premises or of CITY's interest in this Agreement where such seizure is not discharged within thirty (30) days.

29.2 LANDLORD'S REMEDIES: In the event of a CITY Default, LANDLORD shall have the option to exercise one (1) or more of the following rights and remedies:

29.2.1 To terminate this Agreement, in which event CITY shall immediately surrender the Premises to LANDLORD. If CITY shall fail to do so, LANDLORD may enter upon the Premises without notice and again have, repossess, and enjoy the same as if this Agreement had not been made, and all Terms, conditions, covenants and obligations of this Agreement, on the part of LANDLORD to be performed, shall cease and terminate, without prejudice; however, to the right of LANDLORD to recover from CITY all Rent accrued hereunder as of the date of such entry by LANDLORD; and

29.2.2 To relet the Premises for the remainder of the then existing Primary Term or Option Term (if default occurs during the period such option is exercised by CITY) for the highest rent reasonably obtainable and to recover from CITY any deficiency, as it accrues, between the amount so obtained and Rent payable by CITY hereunder;

provided, however, that LANDLORD shall be obligated in such event to exercise in good faith diligent efforts to mitigate its damages by reletting the Premises for the highest rent reasonably obtainable under the circumstances;

29.2.3 Declare the entire amount of Rent past due as well as that which would have become due and payable during the remainder of the term of this Agreement to be due and payable immediately. In this event, CITY shall pay to LANDLORD the same immediately and LANDLORD shall reimburse CITY for any and all rental income LANDLORD receives from any new tenants occupying the Building at any time prior to December 31, 2021. Acceptance by LANDLORD of the payment of such Rent shall not constitute a waiver of any then existing default occurring thereafter.

29.2.4 To pursue all other rights and remedies to which LANDLORD may be entitled hereunder, at law or in equity, including specific performance of the Agreement by CITY.

30. NON-APPROPRIATION CLAUSE. CITY intends to pay all Rents and payments due and owing under this Agreement, if funds are legally available. In the event that the funds are not appropriated during the term of this Agreement and there are no other funds by or with which payment can be made to LANDLORD, all obligations under this Agreement shall be terminated. Under such conditions, obligations under this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were received by CITY.

31. LANDLORD'S DEFAULT; CITY'S REMEDIES: In the event of any failure by LANDLORD to perform any Term, condition, covenant or obligation of this Agreement on the part of LANDLORD to be performed within thirty (30) days after the date on which LANDLORD receives from CITY notice specifically describing such failure, CITY (in addition to all other remedies to which CITY may be entitled under this instrument or at law or in equity) may cure such default by LANDLORD on behalf of, and at the sole cost and expense of, LANDLORD. LANDLORD shall reimburse CITY for its costs and expenses in connection therewith within thirty (30) days after CITY's delivery to LANDLORD of an invoice therefor. The foregoing notwithstanding, if LANDLORD shall exercise in good faith diligent efforts within such thirty (30) day period to cure the failure specified in the notice but shall not be able to do so because of acts of God, riots, or labor strikes or other circumstances beyond reasonable control of LANDLORD, then any such failure shall not be considered a default of this Agreement by LANDLORD as long as LANDLORD shall continue to exercise in good faith such diligent efforts to cure such failure and shall do so within a reasonable period of time.

32. RECORDING OF LEASE. CITY shall not record this Agreement without written consent of LANDLORD.

33. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the Parties hereto and any prior agreement between the Parties relating to the Premises, whether written or oral, is merged herein and shall be of no separate force and effect and this

Agreement shall only be changed, modified, or discharged by agreement in writing signed by both Parties hereto.

34. **EXERCISE OF RIGHTS AND NOTICE.** The exercise of any right or privilege by a Party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other Party unless a specific provision of this Agreement provided otherwise. Such mailing or the mailing of any other notice required or permitted under this Agreement shall be made by certified United States mail, postage prepaid, addressed to the other Party at its address set forth herein or such other address of which notice has been given in writing, and shall be deemed delivered forty-eight (48) hours after mailing

35. **APPLICABLE LAW/VENUE.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Idaho. If litigation is commenced regarding the enforceability or validity of this lease, venue for such action shall be in the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

36. **LANDLORD'S NON-LIABILITY.** It is understood and agreed that LANDLORD shall not be liable for any damage occasioned by the failure in the heating units, air conditioning or other equipment in the leased Premises arising through an accident to the pipes, heating units, air conditioning system or other equipment, or for flooding or water damage of any kind, unless such damage is the result of LANDLORD's act(s).

Except where LANDLORD's act(s) cause such injury or damage, LANDLORD shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by CITY, including those arising out of damages or losses occurring on sidewalks, parking lots and other areas adjacent to the leased Premises during the term of this Agreement or any extension thereof. CITY shall indemnify LANDLORD from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature, except where LANDLORD's act(s) cause such injury or damage.

37. **BENEFIT OF AGREEMENT.** The terms, conditions, and covenants contained in this Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

38. **ADDITIONAL REQUIREMENTS.** The Parties agree to obtain, execute, deliver, and file such additional documents, instruments, and consents as may be reasonably requested by either Party, at the sole cost and expense of the requesting Party, in order to fully effectuate the terms and conditions of this Agreement.

39. **SEVERABILITY.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unenforceable or void, then the Parties shall be relieved of

all obligations arising under such provision, but only to the extent that such provision is invalid, illegal, unenforceable or void. If the remainder of this Agreement is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

40. LANGUAGE. The Parties agree that the language, terms, covenants, conditions and agreements contained in this Agreement are the product of the negotiations of the Parties.

41. INTERPRETATION. No provision of this Agreement is to be interpreted for or against any Party because that Party or its attorney drafted the provision.

42. HEADINGS. The headings in this Agreement are for reference only, and shall not in any way control the meaning or interpretation of this Agreement.

43. DISPUTE RESOLUTION:

43.1 GOOD FAITH. Except for a CITY Default in the payment of any sums due hereunder, the Parties shall attempt in good faith to resolve any controversy arising out of or relating to this Agreement promptly by negotiations between authorized representatives of the Parties begun by written notice from one (1) Party to the other.

43.2 MEDIATION. Prior to litigation being instituted by any Party, and except for a CITY Default in the payment of any sums due hereunder, if the controversy has not been resolved within thirty (30) days of the date of written notice thereof under subsection 1, either Party may initiate mediation of the controversy or claim in accordance with American Arbitration Association Real Estate Industry Mediation Rules.

44. EFFECTIVE DATE. Effective date hereof means the date that this Agreement is dated immediately below and is the date on which it will take effect regardless of whether one or more of the Parties hereto signed it before or after that date.

DATED this _____ day of _______________, 2018.

LANDLORD	**CITY**
Robin Woods	City of Moscow, Idaho
_________________________	_________________________
By: Robin Woods, Owner	By: Bill Lambert, Mayor
Date: ____________________	Date: ____________________
	ATTEST:

____
Laurie M. Hopkins, City Clerk

STATE OF IDAHO)
: ss.
County of Latah)

On this _____ day of December, 2018, before me, the undersigned a Notary Public in and for said State, personally appeared ROBIN WOODS, known to me to be the person whose name is subscribed to the foregoing AGREEMENT and acknowledged to me that she executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

____
Notary Public in and for the State of
Idaho, residing at _________________
Commission expires: ______________

"EXHIBIT A"

April 27, 2005

Legal Description for Remington Insurance by Hodge & Associates, Inc.

Beginning at the Northwest Corner of Lot 1, Block 8, of the Moscow Original plat, thence East, 26.62 feet to the True Point of Beginning;

Thence South, 80.00 feet;
Thence East, 24.97 feet;
Thence North, 80.00 feet;
Thence West, 24.97 feet to the True Point of Beginning.

PROFESSIONAL ENGINEER : LAND SURVEYOR
REGISTERED
3003
4-27-05
STATE OF IDAHO
LARRY J. HODGE

F:\2643 Remington Legal\2643 Word\2643-Remington Insurance Legal Desc.doc

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 12/03/2018
Title: Palouse Regional Housing Needs Assessment (ACTION ITEM)
Responsible Staff: Jen Pfiffner

Information

DESCRIPTION: Communities and employers throughout the Palouse have voiced concerns regarding a lack of affordable housing. As housing impacts the well-being and economic security of every individual and family on the Palouse, attending to the region's housing challenges provides a significant opportunity for improving the quality of lives and the economy of the region.

The Partnership for Economic Prosperity (PEP), has heard this concern in virtually all partner communities through Latah County. Additionally, PEP has heard from employers throughout the region who have voiced their struggle with recruiting and the ability to hire quality employees due to a lack of affordable housing options.

The issue of affordable housing is not unique to Idaho, especially on the Palouse, considering the proximity of Idaho and Washington. Given the regional impacts of the issue, coupled with PEP's commitment and foundation in partnership and the severity of the issue as reported by members of PEP and highlighted in the ALICE Report developed by United Way, the organization looks forward to taking the lead in coordinating a Palouse Regional Housing Needs Assessment.

A proposal has been received from Thomas P. Miller and Associates to conduct the assessment which is anticipated to cost $55,000. PEP has worked with regional partners in both Idaho and Washington and has received various levels of financial commitments from those partners listed below.

City of Pullman*
University of Idaho*
Washington State University*
Schweitzer Engineering Laboratories*
Partnership for Economic Prosperity*
Real Estate/Development Community*
Avista Corporation*

PEP also looks forward to working with the both Whitman and Latah countiesy, local hospitals, Community Action Centers in both Idaho and Washington, as well as the Southeast Washington Economic Development Agency (SEWEDA) in order to gauge their interest and possible participation in the study.

PEP is requesting the City of Moscow participate in the study and provide a financial commitment of $10,000. The goal of the assessment is to provide a clear understanding of the affordable housing issue and to provide the information needed to begin working head on to address the problem. Funds for participate in this project were appropriated in the FY2019 Budget under Non-Departmental, Professional Services. The total amount budgeted in that line item was $25,000 with $15,000 Consultant services in support of the Southeast Moscow Industrial Park Project and $10,000 for affordable housing assessment participation.

STAFF RECOMMENDATION: Approve the financial participation in the Palouse Regional Housing Needs Assessment in the amount of $10,000.

PROPOSED ACTIONS: Approve the financial participation in the Palouse Regional Housing Needs Assessment in the amount of $10,000 or take such further action deemed appropriate.

Necessary Resources/Impacts

Non-Departmental Professional Services 101-140-10-642-10 - $10,000

Attachments

PalouseRegionalHousingAssessmentMoscow2018

Palouse Regional Housing Needs Assessment

CITY OF MOSCOW UPDATE

OCTOBER 2018

PARTNERSHIP for ECONOMIC PROSPERITY

PALOUSE REGIONAL HOUSING NEEDS ASSESSMENT

Given the pivotal role of housing in determining the well-being and economic security of every individual and family here on the Palouse, attending to the region's housing challenges should have primacy over many other matters that we debate every day in the public square.

Our housing policies and strategies must also recognize the diversity of conditions existing both within and across the region.

As such, our local governments, institutions and businesses have a central role to play in defining specific community needs, crafting policies, and marshaling resources to support housing solutions.

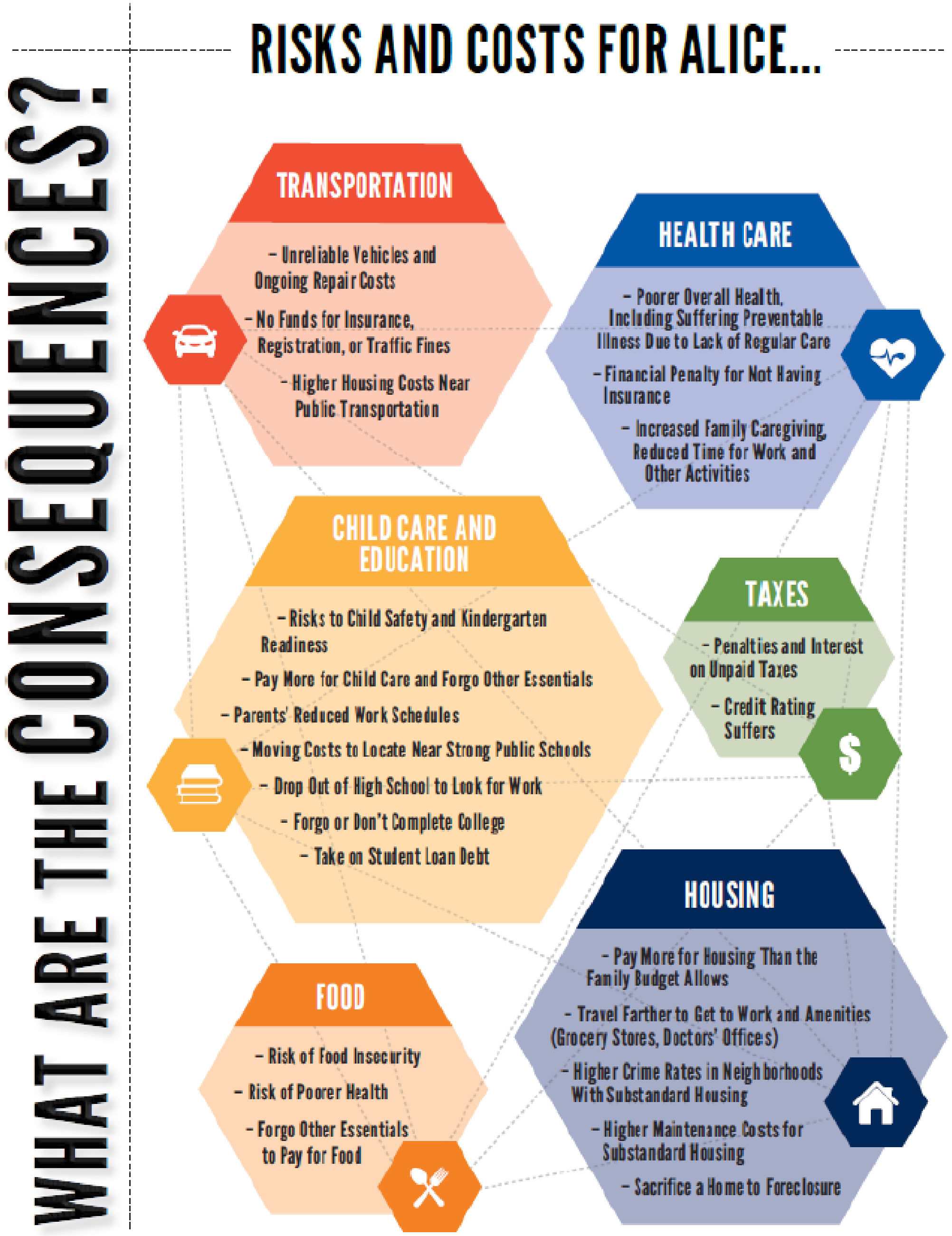
PALOUSE REGIONAL HOUSING NEEDS ASSESSMENT

Addressing the scale and complexity of need requires a ***renewed regional commitment*** to expand the range of housing options available for an increasingly diverse population.

Since we walk, talk, and act like a region, it's really important to approach housing in the same way.

Shared workforce, economy, and infrastructure makes it essential we view housing as a *regional* imperative.

Additionally, the recently updated **ALICE Report** by United Way demonstrates that housing costs are the number one expense/driver for our working families, including many employees of Washington State University, University of Idaho, and Schweitzer Engineering Laboratories.

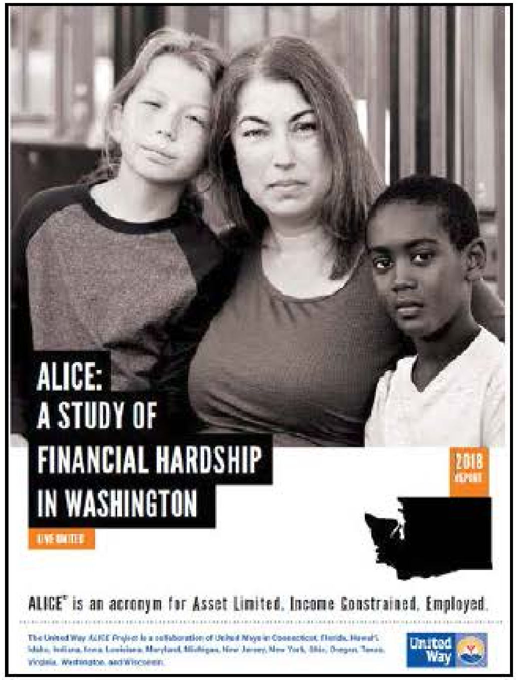


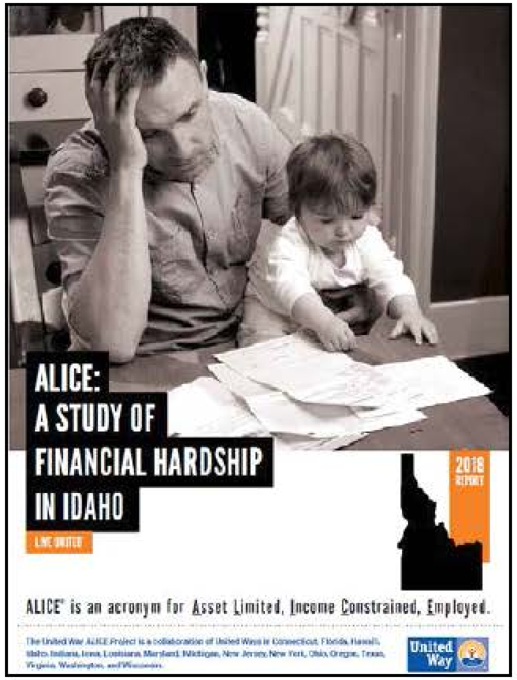
Housing for ALICE Families

A recent analysis from Harvard's Joint Center for Housing Studies projects that the housing burden for low and middle income households will become significantly worse over the next ten years.

Geography, economics, and in some place, zoning laws limit the potential for new small or low-cost housing units to be built in economically prosperous area.

The local economy suffers because families have less to spend on other goods and services in the community.

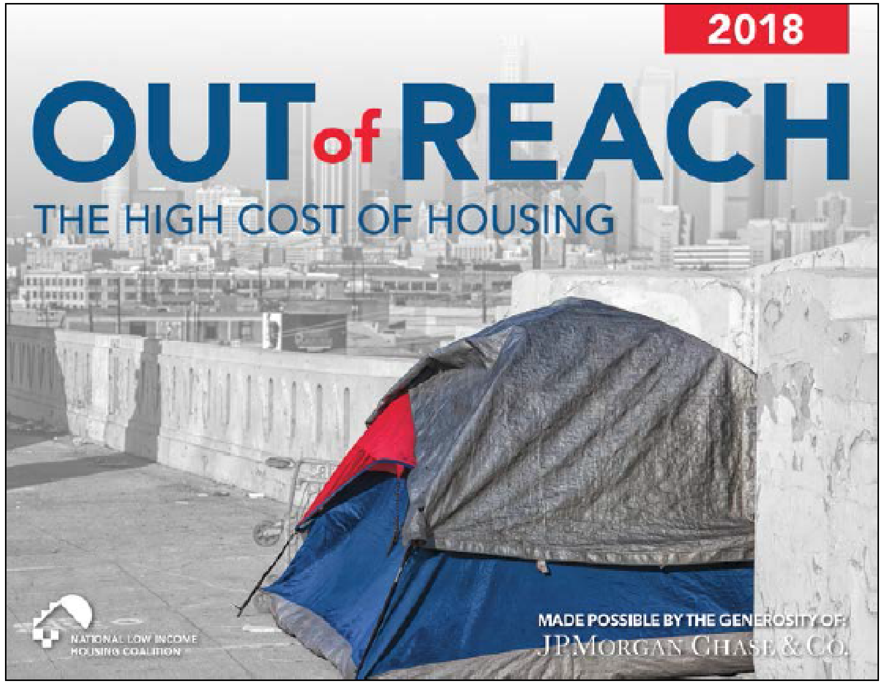




For ALICE households across the country, housing and transportation are tightly linked, and that linkage can have a significant impact on the household budget.

People who live in neighborhoods with convenient access to jobs, services, transit, and amenities have lower transportation costs than those who don't (Center for Neighborhood Technology, 2003-2016).

Commuting long distances will only increase in the coming years as lack of affordable housing persists and pushes people away from employment centers.



A new study confirms what many Idahoans already know: **Housing costs are too great for a majority of Gem State residents.**

Among the growing list of Idahoans who earn less than the so-called “housing wage” are bank tellers, child care workers, preschool teachers, restaurant servers and nursing assistants.

These high housing costs can really impact a family’s budget and affect expenses such as food, medical bills and other necessities.

Also, businesses are finding that housing unaffordability [is] limiting their ability to grow.

IDAHO

STATE RANKING **#42***

In **Idaho**, the Fair Market Rent (FMR) for a two-bedroom apartment is **$803**. In order to afford this level of rent and utilities — without paying more than 30% of income on housing — a household must earn **$2,677** monthly or **$32,122** annually. Assuming a 40-hour work week, 52 weeks per year, this level of income translates into an hourly Housing Wage of:

$15.44
PER HOUR
STATE HOUSING WAGE

FACTS ABOUT IDAHO:

STATE FACTS	
Minimum Wage	$7.25
Average Renter Wage	$12.19
2-Bedroom Housing Wage	$15.44
Number of Renter Households	185,569
Percent Renters	31%

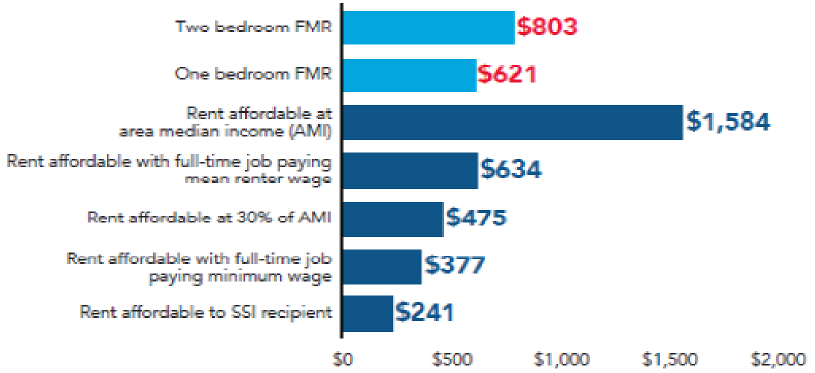
85
Work Hours Per Week At **Minimum Wage** To Afford a **2-Bedroom Rental Home** (at FMR)

66
Work Hours Per Week At **Minimum Wage** To Afford a **1-Bedroom Rental Home** (at FMR)

2.1
Number of Full-Time Jobs At **Minimum Wage** To Afford a **2-Bedroom Rental Home** (at FMR)

1.6
Number of Full-Time Jobs At **Minimum Wage** To Afford a **1-Bedroom Rental Home** (at FMR)

MOST EXPENSIVE AREAS	HOUSING WAGE
Blaine County	$19.54
Teton County	$16.75
Boise City HMFA	$16.65
Coeur d'Alene MSA	$16.31
Gem County HMFA	$15.19



MSA = Metropolitan Statistical Area; HMFA = HUD Metro FMR Area.
* Ranked from Highest to Lowest 2-Bedroom Housing Wage. Includes District of Columbia and Puerto Rico.

WASHINGTON

STATE RANKING **#8***

In **Washington**, the Fair Market Rent (FMR) for a two-bedroom apartment is **$1,397**. In order to afford this level of rent and utilities — without paying more than 30% of income on housing — a household must earn **$4,657** monthly or **$55,886** annually. Assuming a 40-hour work week, 52 weeks per year, this level of income translates into an hourly Housing Wage of:

$26.87
PER HOUR
STATE HOUSING WAGE

FACTS ABOUT WASHINGTON:

STATE FACTS	
Minimum Wage	$11.50
Average Renter Wage	$18.91
2-Bedroom Housing Wage	$26.87
Number of Renter Households	1,013,225
Percent Renters	38%

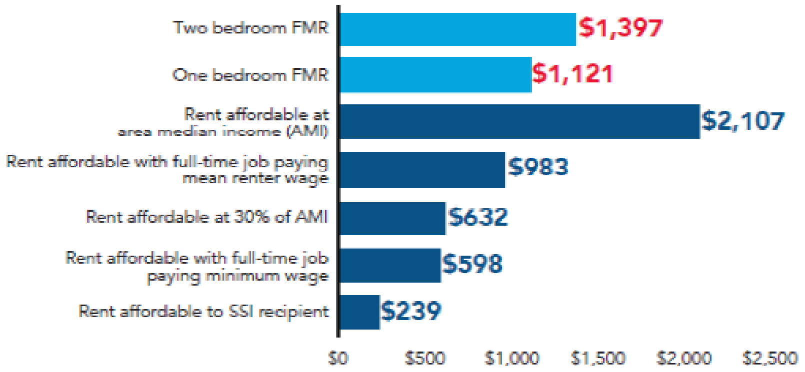
93
Work Hours Per Week At **Minimum Wage** To Afford a **2-Bedroom Rental Home** (at FMR)

75
Work Hours Per Week At **Minimum Wage** To Afford a **1-Bedroom Rental Home** (at FMR)

2.3
Number of Full-Time Jobs At **Minimum Wage** To Afford a **2-Bedroom Rental Home** (at FMR)

1.9
Number of Full-Time Jobs At **Minimum Wage** To Afford a **1-Bedroom Rental Home** (at FMR)

MOST EXPENSIVE AREAS	HOUSING WAGE
Seattle-Bellevue HMFA	$36.12
Portland-Vancouver-Hillsboro MSA	$25.58
Tacoma HMFA	$22.02
Bremerton-Silverdale MSA	$21.87
Olympia-Tumwater MSA	$21.54



MSA – Metropolitan Statistical Area; HMFA – HUD Metro FMR Area.
* Ranked from Highest to Lowest 2-Bedroom Housing Wage. Includes District of Columbia and Puerto Rico.

PALOUSE REGIONAL HOUSING NEEDS ASSESSMENT

Thomas P. Miller and Associates

PEP PARTNERSHIP for ECONOMIC PROSPERITY

PALOUSE AREA HOUSING NEEDS ASSESSMENT

Project Launch Meeting,

August 22nd, 2018

PARTNERSHIP for ECONOMIC PROSPERITY

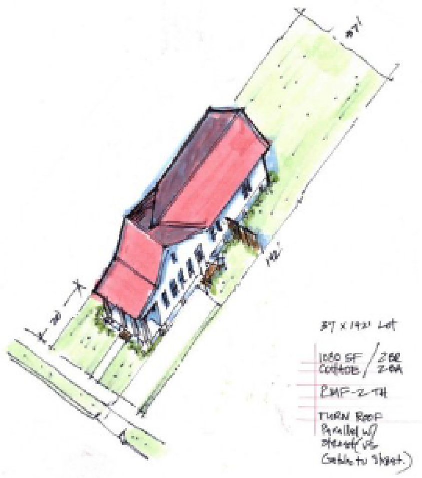
THOMAS P. MILLER & ASSOCIATES

THOUGHTFUL SOLUTIONS. EMPOWERED COMMUNITIES.

PALOUSE REGIONAL HOUSING NEEDS ASSESSMENT

Stakeholders and Supporters:

- City of Pullman*
- City of Moscow*
- University of Idaho*
- Washington State University*
- Schweitzer Engineering Laboratories*
- Whitman and Latah counties
- Pullman Regional Hospital / Gritman Medical Center
- Community Action Center
- Partnership for Economic Prosperity*
- SEWEDA
- Real Estate/Development Community*
- Avista Corporation*
- Others



* denotes funding commitment

OUR AREAS OF EXPERTISE

EDUCATION &
WORKFORCE DEVELOPMENT

(Data-driven solutions to align education systems and workforce needs)

NONPROFIT &
COMMUNITY IMPACT

(Planning strategically for vision focused tactics to move the needle toward success)

ECONOMIC
DEVELOPMENT

(Targeted strategies to promote strong and sustainable communities)

TAILORED SERVICES

- RESEARCH
- PLANNING
- IMPLEMENTATION
- EVALUATION
- RESOURCE DEVELOPMENT
- MARKETING

Selected Experience

Cal Poly- San Luis Obispo

Advanced Planning for Tech Park Expansion

Indiana Housing and Community Development Authority (IHCDA)

Strategic Planning & Grant Writing

Don Ryan Center for Innovation (SC)

Economic Development Strategic Plan

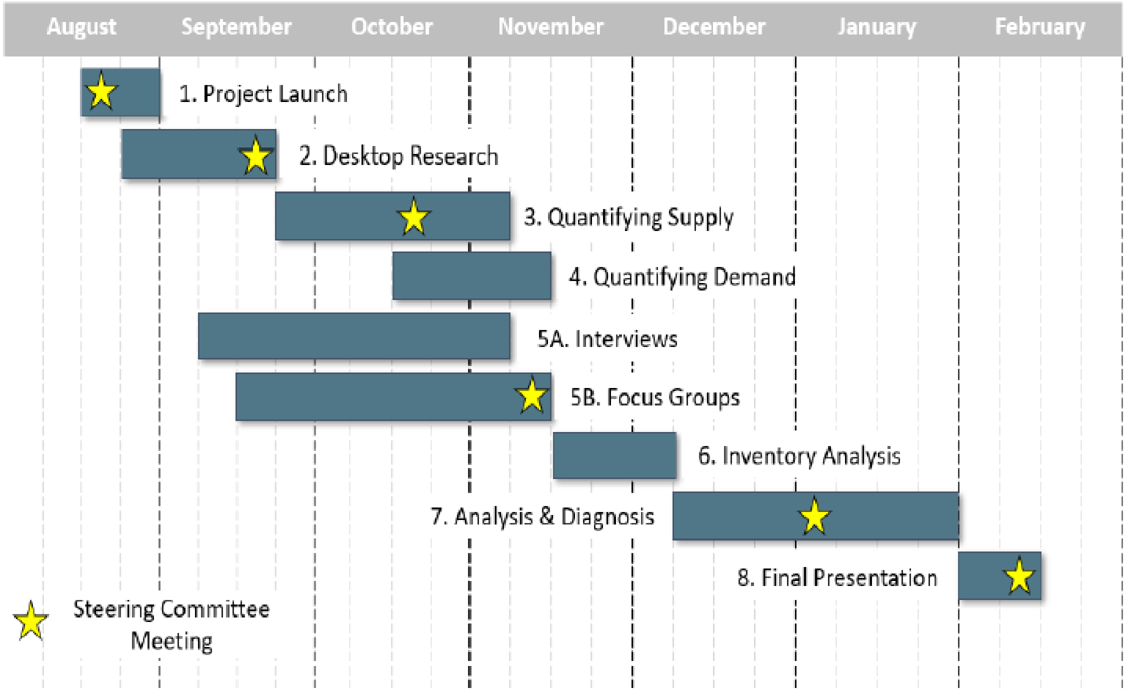
Dubois County (IN)

Workforce Housing Strategy

Durham, North Carolina

Downtown Durham Masterplan

Project Timeline



TASK 1: PROJECT LAUNCH

- Intro to team and project approach
- Intro of steering committee to project team
- Identification of people and resources needed throughout the study

TASK 2: DESKTOP RESEARCH

- Desktop review of existing plans, studies or databases
- Land use, strategy and growth plans for Counties, Cities, Universities, etc.
- National and regional housing analyses

TASK 3: QUANTIFYING SUPPLY

- Quantitatively review counts and costs of all varieties of housing
- Consider the future, i.e.: building permits and planned developments
- Consider affordability of housing options

TASK 4: QUANTIFYING DEMAND

- Population and economic growth
- Earnings growth and purchasing power
- Trends among student population and young adults
- Commuting patterns
- Migration patterns

TASK 5: STAKEHOLDER ENGAGEMENT

- Up to 15 interviews
- 2-4 focus groups
- Follow-ups by email/phone as necessary

DESIRED ATTENDEES

- Economic/Community Developers
- City & County Officials
- Banks/Credit Unions and Mortgage Brokers
- Builders/Developers
- Real Estate Brokers
- Major Employers
- Residents (especially young adults)

TASK 6: EVALUATION OF EXISTING INVENTORY

- Diagnosing qualitative aspects of housing
- Identifying gaps in existing offerings
- Infrastructure, transportation and environmental effects

TASK 7: ANALYSIS & DIAGNOSIS

- Synthesizing all primary and secondary research
- Gap analysis of all varieties of residential real estate
- Benchmarking to eight comparable communities
- SWOT analysis
- Recommendations for improvement

TASK 8: FINAL REPORTING

- Report
- Presentation
- Press Release (if requested)
- Ongoing Support

- What issues are you most curious about related to housing?
- Define success for this project.
- Any issues that we should be aware of that have not been discussed already?
- Is there anything we are missing?
- What are the next steps following this study?

QUESTIONS?