

Administrative Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Tuesday, November 12,
2019**

4:30 PM

**Council Chambers
206 E. Third St.**

REGULAR AGENDA

1. Approval of the September 23, 2019 Administrative Committee Minutes (ACTION ITEM) - Laurie Hopkins

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

2. Memorandum of Understanding with Moscow Rural Fire District (ACTION ITEM) – Gary J. Riedner / Brian Nickerson

The Moscow Rural Fire District (MRFD), the Moscow Volunteer Fire Department (MVFD) and the City of Moscow have worked together for many decades, without a formal agreement. The MRFD is a Fire Protection District and shares many of the same volunteers as the MVFD. The Moscow Fire Chief also serves as the Chief of the MRFD, providing fire command and administrative support services to the MRFD. Both the MRFD and the City of Moscow provide mutual support to the other entity in times of need. The City and the Commissioners of the MRFD desire to memorialize the relationship through the attached Memorandum of Understanding for Council consideration.

PROPOSED ACTIONS: Recommend approval of the Memorandum of Understanding between the City of Moscow and the Moscow Rural Fire District, or provide staff further direction.

REPORTS

ERP Software Update – Gary J. Riedner

ADJOURN

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

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday,
September 23, 2019**

4:30 PM

**Council Chambers
206 E. Third St.**

REGULAR AGENDA

The meeting was called to order at 4:30 p.m.

PRESENT: Kathryn Bonzo, Brandy Sullivan, Gina Taruscio
OTHERS: Art Bettge, Council Member
STAFF: Gary J. Riedner, Mia Vowels, Bill Belknap, Tyler Palmer, Jen Pfiffner, Laurie M. Hopkins

1. Approval of the August 26, 2019 Administrative Committee Minutes (ACTION ITEM) - Caylee Birge

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

The minutes were approved as presented.

2. Management Structure Reorganization (ACTION ITEM) – Gary J. Riedner

As City Council has been advised, the Mayor has directed the City Supervisor to evaluate the current City operational management structure in terms of efficiency and optimal service. The City Supervisor has completed that review and has researched various alternative management structures which have proven to be effective and which provide increased customer service. The attached memo describes the structure that has been approved by the Mayor and which has been reviewed by City Council leadership. As outlined in the memo, the reassignment of duties of existing managers will require some modifications to City code, which will be reviewed during the presentation.

PROPOSED ACTIONS: Receive report of revised management structure and direct staff to prepare modifications to City code for implementation, or provide staff further direction.

Riedner introduced the item explaining the new organization would have no reduction on authority of the Mayor or Council positions. With the current structure, the City Supervisor has approximately 16 employees reporting to him and with projects and other work, it is difficult to meet regularly with each of them. The revised organizational structure includes three deputies, creating a bit more functionality and puts the departments more in line with the funds. Police, Fire, Legal, Finance and Administration remain under the City Supervisor. Deputy City Supervisor of Community Planning and Design Group encompasses Building, Planning, Engineering, Grants and Moscow Urban Renewal Agency (MURA). Deputy City Supervisor of Public Works and Services Group includes Public Utility Sewer, Public Utility Water, Environmental Services, Street/Storm, Fleet and Sanitation. Deputy City Supervisor of Recreation, Culture and Employee Services

encompasses Information Systems (IS), Parks and Recreation (P&R), Arts, Community Events and Human Resources (HR). HR Director will transition to a manager position in the new year, after processes are audited and streamlined. Moscow Volunteer Fire Department (MVFD) is shown in a different color on the organizational chart as the City does not manage the organization. The new organization will take advantage of efficiencies. Managers will have more interaction with group leaders and a more executive approach to planning and projects. With this proposed change, the City Code would need to be changed. The Public Works (PW) Director, Community Development Director and HR Director Ordinances would need to be repealed. Staff is still discussing whether to include Deputy City Supervisors in the City Code. The Administrative Assistant to the PW Director is revised to a Capital Project Administrative Assistant to assist staff in developing the capital improvement program. This will allow engineers to spend more time on their projects. Staff anticipates that this can be completed in the budget that was appropriated. There is a realignment of positions and job title changes but no new positions. Group leaders meet weekly with the City Supervisor. The workload won't reduce but will allow others to step in and be more efficient with resources. The new organization will have less chain of command and more collaboration. The next step is to present to Council on October 7, 2019 with review of ordinances. Staff is reviewing the entire City Code so that any position that is repealed is updated to the new title. Committee consensus is to review the proposed reorganization and ordinances at the October 7 2019 Council meeting.

ADJOURN

The meeting closed at 5:18 p.m.

COMMITTEE STAFF REPORT

DATE: Tuesday, November 12, 2019



RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Memorandum of Understanding with Moscow Rural Fire District (ACTION ITEM) – Gary J. Riedner / Brian Nickerson

DESCRIPTION

The Moscow Rural Fire District (MRFD), the Moscow Volunteer Fire Department (MVFD) and the City of Moscow have worked together for many decades, without a formal agreement. The MRFD is a Fire Protection District and shares many of the same volunteers as the MVFD. The Moscow Fire Chief also serves as the Chief of the MRFD, providing fire command and administrative support services to the MRFD. Both the MRFD and the City of Moscow provide mutual support to the other entity in times of need. The City and the Commissioners of the MRFD desire to memorialize the relationship through the attached Memorandum of Understanding for Council consideration.

STAFF RECOMMENDATION

Recommend approval of the Memorandum of Understanding between the City and the Moscow Rural Fire District.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Memorandum of Understanding between the City of Moscow and the Moscow Rural Fire District, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MOU MRFD WLP Redline 1017(pm3)

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW RURAL FIRE DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is entered into effective the _____ day of _____ 2019 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Moscow Rural Fire District, an Idaho fire protection district whose address is P O Box 8626, Moscow, Idaho, 83843 (hereinafter "MRFD"). CITY and MRFD are each individually referred to as a "Party", and collectively, the "Parties."

W I T N E S S E T H:

WHEREAS, CITY provides fire suppression and prevention services to its citizens through a partnership with the Moscow Volunteer Fire Department (MVFD); and

WHEREAS, MRFD is a Fire Protection District created pursuant to Idaho Code Chapter 14, Title 31, for the protection of property against fire and preservation of life; and

WHEREAS, the MRFD provides fire suppression through the services of volunteer firefighters; and

WHEREAS, many volunteers of the MVFD are also members of the MRFD; and

WHEREAS, CITY and MRFD provide services to each other through mutual aid agreements, as well as sharing of resources such as providing certain support services relating to fire command and administrative services of the Moscow Fire Chief and related personnel; and

WHEREAS, CITY and MRFD desire to memorialize the provision of such support services;

WHEREAS, CITY and MRFD do hereby enter into this MOU establishing the rights and responsibilities of each Party.

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOU, MRFD and CITY hereby agree as follows:

SECTION 1: COOPERATION

CITY and MRFD are jointly committed to the provision of fire suppression and prevention services for Moscow and MRFD residents and believe such services are enhanced through the cooperation and sharing of certain fire command and administrative services as described herein.

SECTION 2: CITY GENERAL RESPONSIBILITIES

In support of fire suppression and prevention services, CITY, through its appointed Fire Chief, shall provide the following services to MRFD pursuant to this MOU:

General

- Plan, organize, coordinate and direct the activities and programs of the MRFD in accordance with the established MRFD policies, and pursuant to the direction of the MRFD Board of Commissioners, and consistent with applicable Latah County ordinances, and State and Federal laws; and
- Develop, establish and implement policies, rules, regulations and general orders for MRFD, as well as communications to the public in accordance with MRFD policies pursuant to the direction and approval of the MRFD Board of Commissioners, and in accordance with applicable Latah County ordinances and State and Federal laws.

Fire Suppression/Command

- Perform professional services regarding fire service, fire suppression, prevention, and public education;
- Supervise and manage on-scene firefighting resources; respond to major emergency incidents and assume or delegate command; deploy and direct personnel and resources to protect lives and property;
- Direct assignment of volunteer resources for nonstop command coverage;
- Direct the deployment of MRFD personnel, equipment, apparatus and facilities;
- Deploy MRFD resources in response to requests from mutual aid partners with due consideration of the readiness needs of the MRFD; and
- Deployment of equipment and volunteer resources in response to aid requests from entities where there is no mutual aid agreement, shall only be approved after authorization from the Chair of the MRFD Commission or his/her designee.

Emergency Communications

- Coordinate emergency communication services through CITY agreements with Whitcom Emergency Communications Center, and CITY emergency communications infrastructure; and
- Provide Active911 cell phone notification system application. MRFD shall reimburse City for cost of Active911 for MRFD.

Training/Recruitment

- Facilitate training for MRFD firefighters, including, but not limited to:
 - Firefighter training as designated by the Fire Chief, in coordination with the Rural Captain;
 - Operation of fire apparatus;

- Workplace harassment, including sexual harassment awareness, response, and prevention;
- Appropriate use of social media;
- Vehicle Use; and
- Information systems.
- Provide a Training plan for the upcoming year, and with the assistance and participation of the Rural Captain, submit a comprehensive annual written report of training activities completed, including a recommended schedule for the upcoming year's activities; and
- Provide recommendations and support to MRFD Commissioners regarding recruitment and retention of MRFD volunteers.

Administrative

- Under the direction of MRFD Commissioners, provide recommendations and assist in the preparation and development of MRFD preliminary budget for MRFD Commission approval;
- Forward any billing received by the CITY Fire Chief on behalf of MRFD to the MRFD Commissioners for payment in a timely manner;
- Evaluate MRFD needs and requirements and provide recommendations to MRFD Commissioners regarding appropriate purchases of supplies and equipment;
- Research and prepare technical and statistical reports on MRFD activities, operations and training, including, but not limited to, number of incidents, response times (including turnout time, travel time, and time-to-water on fire, and names of volunteers who respond to calls;
- Coordinate communications between MRFD, CITY, and other outside agencies;
- Attend regular MRFD meetings, and attend special meetings as requested;
- Provide information to civic groups regarding departmental functions and activities;
- Provide monthly reports of citizen feedback received and Fire Chief's response thereto;
- Maintain and update Standard Operating Guidelines in conformance with applicable laws, regulations and NFPA guidelines, including recommendations for revisions;
- Assist in the preparation of grant applications and in grant administration; and
- Conduct periodic and timely review of, and make recommendations for, mutual aid agreements.

Miscellaneous

- Provide Command vehicles for use by fire command;
- Provide radio system and infrastructure;
- Provide air for refilling self-contained breathing apparatus;
- Submit incident reports in accordance with Idaho State requirements;
- Provide Emergency Reporting System for incident records;
- Provide building permit plan review recommendations for construction within the MRFD boundaries, recognizing that jurisdiction is Latah County and Idaho State Fire Marshal;
- Conduct fire investigations within MRFD boundaries; and
- Provide other services as mutually agreed to implement the intent of this MOU.

SECTION 3: MRFD GENERAL RESPONSIBILITIES

In support of fire suppression and prevention services, MRFD shall provide the following services pursuant to this MOU:

- In compliance with, and as allowed by Idaho law, delegate responsibilities to the Moscow Fire Chief in accordance with Section 2 of this MOU;
- Fund proportionate share of annual costs for Emergency Response System, Active911, and radio system infrastructure and maintenance costs; and
- Conduct annual evaluation of services and provide such evaluation to CITY, including the performance of the Active911 notification system.

SECTION 4: TERM

The term of this MOU shall be for a period of five (5) years from the date of execution, unless terminated earlier by either Party hereto.

SECTION 5: TERMINATION

Either MRFD or CITY may unilaterally terminate this MOU without penalty, upon one hundred eighty (180) days' notice to the non-terminating party, delivered in accordance with Section 7.H. of this MOU.

SECTION 6: REGULAR MEETINGS

CITY shall meet at least one (1) time each year with the MRFD Commissioners to review services provided.

SECTION 7: GENERAL PROVISIONS

A. Indemnification.

1. **MRFD Indemnification.** MRFD shall indemnify, defend, and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and costs, including attorney fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this MOU by the MRFD, or arising from any act, negligence or omission by the MRFD or any of its agents, employees and volunteers. The MRFD's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act.
2. **CITY Indemnification.** CITY shall indemnify, defend and hold the MRFD harmless from and against any and all claims, losses, damages, injuries, liabilities and costs, including attorney fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this MOU by CITY, or arising from any act, negligence, or omission by

CITY or any of its agents, employees and volunteers. CITY's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act.

B. Insurance.

1. MRFD's Insurance. MRFD shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to CITY as will protect MRFD from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this MOU, whether such operations be by it or its agents or anyone directly or indirectly authorized by MRFD.
2. CITY's Insurance. CITY shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to MRFD as will protect CITY from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this MOU whether such operations be by it or its agents or anyone directly or indirectly employed by CITY.

C. Rights Not Assignable. MRFD and CITY shall not assign any rights or duties under this MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

D. Interpretation. As a further condition of this MOU, MRFD and CITY acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.

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

F. Binding Authority. MRFD and CITY each represents and warrants to the other that this MOU (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.

G. Appropriation of Funds. This MOU is contingent upon each governmental entity receiving the necessary funding to cover the obligations of the governmental entity herein. In the event that such funding is not received or appropriated, then and in that event, the respective governmental entity's obligations under this MOU shall cease and each Party shall be released from further performance under this MOU without any liability to the other Party.

H. Notice. All communication or notification to be given pursuant to this MOU shall be given to the following:

Notice to MRFD:
Moscow Rural Fire District
P O Box 8626
Moscow, ID 83843

Notice to CITY:
Moscow City Supervisor
206 East Third Street
P O Box 9203
Moscow, ID 83843-1703

I. Complete Agreement. This MOU constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

IN WITNESS WHEREOF, MRFD and CITY, by and through their respective officials designated below, have caused this Agreement to be executed on the date and year first above written.

CITY

City of Moscow:

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MRFD

Moscow Rural Fire District:

Chair

Commissioner

Commissioner