

Administrative Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, March 9, 2020

4:30 PM

Council Chambers
206 E. Third St.

REGULAR AGENDA

1. Approval of February 10, 2020 Administrative Committee Minutes (ACTION ITEM) - Laurie M. Hopkins

Minutes presented for approval.

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

2. Request Authorization for Beer Garden for Renaissance Fair 2020 (ACTION ITEM) - Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Renaissance Fair 2020 is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Renaissance Fair on May 2, 2020 between 11:00 a.m. and 7:30 p.m., and May 3, 2020, from 11:00 p.m. and 5:30 p.m. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved in 2016.

PROPOSED ACTIONS: Recommend approval of the resolution authorizing the beer garden request for 2020 Moscow Renaissance Fair, or provide staff further direction.

3. Request Authorization for Beer Garden for Rendezvous in the Park 2020 (ACTION ITEM) - Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Rendezvous in Moscow, Inc. is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park 2020 on July 16th, 17th and 18th, 2020, between 4:00 p.m. and 10:00 p.m. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved.

PROPOSED ACTIONS: Recommend approval of the resolution authorizing the beer garden request for Rendezvous in the Park 2020, or provide staff further direction.

4. Law Enforcement Mutual Assistance Agreements with Multiple Agencies (ACTION ITEM) - James Fry

The City of Moscow benefits from having mutual aid agreements with surrounding law enforcement agencies. These agreements provide that when assistance is needed for a mutual aid partner to meet the need of an emergency, another partner may render that assistance. The Moscow Police Department would like to enter into mutual aid agreements with the Clarkston, Washington Police Department, the Whitman County, Washington Sheriff's Office, and the Asotin County, Washington Sheriff's Office. Each agency has determined that cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of the agency to preserve the safety and welfare of the entire geographic area.

PROPOSED ACTIONS: Recommend approval of three individual Mutual Assistance Compact Agreements between the City of Moscow, Whitman County, Washington Sheriff's Office, Asotin County, Washington Sheriff's Office, and the City of Clarkston, Washington or provide staff further direction.

5. 2020 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Vendor Handbook. The Handbook is an expanded policy document meant to provide expanded clarity and serve as a resource for current and future Market Vendors. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the updated document on February 4, 2020, and moved unanimously to forward the Handbook on to the Council with a recommendation for approval and adoption for the 2020 Market Season.

PROPOSED ACTIONS: Recommend approval of the 2020 Moscow Farmers Market Handbook, or provide staff further direction.

6. Palouse Basin Aquifer Committee Alternative Water Supply Management Contract (ACTION ITEM) - Tyler Palmer

The Palouse Groundwater Basin underlies an approximately 500 square mile area of north central Idaho and eastern Washington. Over 60,000 residents of the basin rely on groundwater as the sole source for their municipal supply. Water levels in the lower Grande Ronde aquifer system have been declining since measurements began in the early 1900's. In 1992, the committee, now known as the Palouse Basin Aquifer Committee (PBAC), in conjunction with the Idaho Department of Water Resources and the Washington Department of Ecology, enacted a groundwater management plan for the basin. The plan included voluntary pumping targets as well as a call for continued pumping and water level monitoring and research involving hydrogeologic characterization and alternative water supply options.

In 2015, PBAC hired a consultant team to evaluate previously studied water supply projects to determine the most promising supply alternatives to meet current and future water supply demand. In March 2017, the consultant team completed the Palouse Groundwater Basin Water Supply Alternatives Analysis Report, which identified the four most promising water supply alternatives. The report is available on PBAC's website: <http://palousebasin.org>.

PBAC continues to refine the alternatives toward a goal of selecting a viable alternative or a set of alternatives by late 2020/early 2021 to help position PBAC's water supply project in the Idaho Department of Water Resources future water project funding cycle. The estimated capital cost of the four alternatives ranges from \$60 million to \$86 million.

The City of Moscow is requesting proposals on behalf of PBAC for project management services to further refine these water supply alternatives and help position PBAC to provide a presentation to the Idaho Water Resource Board regarding these alternatives.

PROPOSED ACTIONS: Recommend approval of the request for proposals for management services, or provide staff further direction.

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~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, February 10, 2020

4:30 PM

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

REGULAR AGENDA

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

PRESENT: Art Bettge, Maureen Laflin, Anne Zabala

OTHERS: Mayor Bill Lambert, Council President Brandy Sullivan

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Sarah Banks, Mia Bautista, Bill Belknap, Laurie M. Hopkins

1. Approval of January 13, 2020 Administrative Committee Minutes (ACTION ITEM) - Laurie M. Hopkins

Minutes presented for approval.

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

Minutes were approved as presented.

2. Kenworthy Request for Waiver of Prohibition of Serving Beer and/or Wine for On-Premises Consumption Within 300 Feet of a School or Church per Idaho Code 23-1011B and 23-1307A. (ACTION ITEM) - Gary J. Riedner

Christine Gilmore, Executive Director of Kenworthy Performing Arts Centre, is in the process of obtaining a beer and wine license through the State of Idaho. Idaho Code § 23-1011B and 23-1307A, prohibits any business from selling beer and/or wine for on-premises consumption within three hundred feet (300') of any church, school or any other place of worship, unless the City Council approves waiver of the requirement. The Kenworthy Performing Arts Centre is located within 300 feet of a place of worship, Christ Church, Nuart Theater. Attached is the request for waiver from the Kenworthy Performing Arts Centre, a copy of Idaho Code § 23-1011B and 23-1307, a map of the area, as well as support letters from Christ Church and the Pritchard Gallery.

PROPOSED ACTIONS: Consider applicant's request for City Council to waive the prohibition from selling beer and/or wine for on-premises consumption within three hundred feet (300') of any church, school or any other place of worship and recommend approval or denial of the waiver, or provide staff further direction.

Riedner introduced the item as written above. Christine Gilmore, Executive Director of the Kenworthy, said because of a change to the state code, historic theaters are now allowed to have alcohol licenses. The Committee is supportive of the waiver and recommended approval and that it be placed on the Council consent agenda.

3. Investment RFP Contract Acceptance (ACTION ITEM) - Sarah Banks / Gary J. Riedner

On November 16, 2019 the City published a solicitation for Statements of Qualifications (SOQ's) from investment firms to provide investment management services for the City of Moscow. The attached memo from the City Supervisor provides a background of the City's investment policy, and the process of selecting an investment consultant, including the participation of the City's Investment Advisory Committee in recommending Moreton Asset Management as the City's investment consultant. The Statement of Qualifications, Agreement for Discretionary Asset Management and Resolution 2010-02 (the City's Investment Policy), are presented for Administrative Committee review and recommendation.

PROPOSED ACTIONS: Review the attached Agreement for Discretionary Asset Management and recommend for approval, or provide staff further direction.

Riedner introduced the item giving a background of the City's investment policy and previous processes, which included the Finance Director worked with brokers to invest. Banks explained the City was looking for someone who not only would do the investing, but someone that could teach staff the processes and would include staff in the investing. Moreton Asset Management has software that the City can have access to in order to assist with that involvement. On top of investing, the consultant will review the City's investment policy and give recommendations to update the policy. They will look at cash flows and review the amount the City has decided to invest, and be able to make recommendations on long range investing. The investment horizon is reducing from 15 years to 5 years. Operating and reserve funds will remain in LGIP so they are available quickly. The City staff already has a good rapport with Moreton. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

Police Services Facility Project Update - Bill Belknap

Belknap gave the project background that began in 2016 with a police services facility master plan and a successful bond election in May 2019. LCA Architects was selected for construction design work to begin in August 2019. The master plan indicated a need for a primary building size of 15,300 square feet and outbuilding of 3,000 square feet. In reviewing the needs for the City and future 50 year growth, the principal building grew to 17,682 square feet and the outbuilding grew to 4,200 square feet. With the growth in square footage and increase of construction costs, the project estimate grew to \$10.5 million. Staff took 45 days to review every space of the building to determine what was necessary, yet not compromising the long-term functionality. This led to a reduction of the building size to 16,500 and 2,700 square footage for the outbuilding. The building structural design, site layout and exterior finish materials were also modified to reduce the project cost. The building was initially envisioned and priced as a full masonry on both floors and staff shifted to masonry on first floor and cement fiber on the second. Some of the exterior finishes were also switched to reduce costs. The current estimate is now \$8.49 million, about \$600,000 beyond the bond estimate. There is a contingency of \$340,000. The building design remained substantially the same and Belknap presented schematics of the building, described the specific rooms and provided a project schedule. The project was scheduled to bid in January but the 45 days of review delayed the bid, which is now scheduled for the week of February 20, 2020, with bids due March 26, 2020. The building will still be solar ready and a solar array will be a bid alternate so that the council can see the pricing on the project and assess the project budget at that point. EV charging conduit will be roughed in as well as

solar infrastructure to the outbuilding for future expansion. Other add alternates will include enhanced building insulation, enhanced glazing, addition to outbuilding.

ADJOURN

The meeting closed at 5:05 p.m.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, March 9, 2020



RESPONSIBLE STAFF

Dwight Curtis, Parks & Recreation Director

ADDITIONAL PRESENTER(S)

Dean Pittenger

OTHER RESOURCES

AGENDA ITEM TITLE

Request Authorization for Beer Garden for Renaissance Fair 2020 (ACTION ITEM) - Dwight Curtis

DESCRIPTION

Renaissance Fair 2020 is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Renaissance Fair on May 2, 2020 between 11:00 a.m. and 7:30 p.m., and May 3, 2020, from 11:00 p.m. and 5:30 p.m. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved in 2016.

The location of the beer garden has not changed and the map is attached.

Security will be provided by Allied Universal Security Services. No City police officers are required. The Chief of Police has reviewed the request, as well as the safety requirements addressed in the agreement, and had no issue with this request.

This request was reviewed by the City Attorney without issue.

STAFF RECOMMENDATION

No Recommendation

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution authorizing the beer garden request for 2020 Moscow Renaissance Fair, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

None

ATTACHMENTS

1. RenFair 2020 Beer-Wine Agreement 2-5-20
2. RenFair 2020 Beer-Wine Hold Harmless Agreement 2-5-20
3. RenFairMap2020
4. MEMORANDUM-2020-MRFAcoholUsePermit

RESOLUTION NO. 2020 -

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS, PURSUANT TO MOSCOW CITY CODE 5-13-4(B); PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 5-13-4(B) prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by Council by Resolution; and

WHEREAS, East City Park in Moscow is a City Park as defined at Moscow City Code 5-13-3(D) (hereinafter “the Park”); and

WHEREAS, Moscow Renaissance Fair (hereinafter “the Permitted Event(s)”) is an event or series of events sponsored by Moscow Renaissance Fair (hereinafter “the Event Sponsor”), intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions contained herein, and during limited hours during the Permitted Event(s); and

WHEREAS, the Event Sponsor has paid the fee associated with the consideration of this Resolution; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Permitted Event(s); and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens, with the desire to promote responsible consumption of beer and wine; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits; and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event(s), and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho as follows:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING MOSCOW RENAISSANCE FAIR 2020:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (and not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event(s). Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event(s) held on the 2nd day of May 2020, from 11:00 a.m. to 7:30 p.m. and on the 3rd day of May, 2020 from 11:00 a.m. to 5:30 p.m. local time.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event(s) at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise alcoholic beverage liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event(s) herein described, the Event Sponsor shall deliver to the City Clerk one (1) copy of written proof that the Permitted Event(s) has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event(s).
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event(s), the Event Sponsor shall deliver to the City Clerk the signed original of the agreement, attached as Exhibit "A", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor use of the Park premises.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he/she reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his/her designee to terminate all or part of the Permitted Event(s).

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event(s);
2. All alcoholic beverages shall be sold only by a licensed vendor;
3. Every licensed vendor shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a catering permit;
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than ten (10) days prior to the Permitted Event(s) at which such licensed vendor shall sell alcoholic beverages;
5. The City shall play no role in determining which vendor shall be selected to sell beer and/or wine beverages in the Park during the Permitted Event(s); described herein
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event(s). These persons shall be clearly identified and shall be stationed at the entrance to the designated sales and consumption area and no less than ten feet (10') from any sales or dispensing counter;

7. There shall be at least two (2) security officers from a City-approved security firm, clearly identified as such, providing security on duty at all times whenever beer and/or wine is being served. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event(s), including, but not limited to, every police officer required by this Agreement.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event(s) at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Recreation Director or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event(s).
2. All beer and/or wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to purchase, consume or possess alcohol other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution;
7. All beer and/or wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage;
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.
9. No person under twenty one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer/wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and/or wine sales or consumption stating that entrance by persons under twenty one (21) years of age is prohibited.
11. Beer and wine shall be sold only within the designated areas at the Park only between the hours of 11:00 a.m. and 7:30 p.m. local time on the 2nd^h day of May, 2020 and between the hours of 11:00 a.m. and 5:30 p.m. local time on the 3rd day of May, 2020.
12. Beer and wine shall be consumed only within the designated area at the Park only between the hours of 11:00 a.m. and 7:30 p.m. local time on the 2nd^h day of May, 2020 and between the hours of 11:00 a.m. and 5:30 p.m. local time on the 3rd day of May, 2020, during the Permitted Event(s);
13. No person shall carry or consume an alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event(s) and consumed within the

approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: Hold Harmless Agreement

AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW RENAISSANCE FAIR
FOR THE MOSCOW RENAISSANCE FAIR EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Moscow Renaissance Fair (hereinafter "RENFAIR"), is made and entered into this _____ day of _____, 2020.

WHEREAS, Resolution No. 2020-_____ of the City of Moscow, Idaho, passed and approved on the _____ day of _____, 2020, provides, in part, for the person(s) and or group holding the approved event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the sponsor's use of CITY Park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and RENFAIR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

RENFAIR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by RENFAIR's own agents, officers, employees and representatives to which RENFAIR might otherwise be immune, arising from the Moscow Renaissance Fair event scheduled to occur May 2, 2020 through May 3, 2020, permitted under the terms of Resolution No. 2020-_____, except for claims based upon the sole negligent, intentional acts of CITY.

RENFAIR expressly agrees that this indemnity provision extends to any and all claims for injury, sickness, or death of any person, including officers, employees, agents and representatives arising out of, related to, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by RENFAIR or its officers, employees, agents and representatives including, but not limited to, the caterer and/or vendor of alcohol during the Moscow Renaissance Fair event.

Inspection, review and/or acceptance by CITY of any activity performed by or during Moscow Renaissance Fair or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the

covenants of defense, indemnification or hold harmless by RENFAIR in behalf of CITY contained in this Agreement.

RENFAIR agrees that she/he (i) has read the foregoing Agreement, understands it, and agrees with its contents and conditions; (ii) has had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

SIGNED this ____ day of _____, 2020.

RENFAIR

CITY OF MOSCOW, IDAHO

Randy Emerson, President

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared Randy Emerson, known to me to be the person named above and acknowledged that he executed the foregoing document as having been specifically authorized and having authority to bind Moscow Renaissance Fair to this Agreement.

Notary Public for the State of Idaho

Residing at _____

My commission expires _____



MEMORANDUM

19 February, 2020

To: Dwight Curtis, Director
City of Moscow Parks and Recreation Department

From: Dean Pittenger, Beer Garden Coordinator
Randy Emerson, President
Moscow Renaissance Fair
P.O. Box 8848, Moscow, ID 83843
Dean Pittenger Cell: 208-874-7144

Re: Request for Alcohol Permit for 2020 Moscow Renaissance Fair

The sole mission of the Moscow Renaissance Fair (MRF) is to produce Moscow's annual celebration of spring. Always held the weekend of the first Sunday in May, the two-day craft and music festival provides a venue for area artists, craftspeople and musicians, and a fundraising opportunity for local non-profit groups, which run all the food booths. There is no charge for admission and many free activities for children. Held outdoors in East City Park, our main motivation is to encourage the community to get outside and throw off winter – dance, have fun with kids and meet up with friends to enjoy great music, exceptional shopping and fantastic food.

Given the continued success and popularity of the MRF Beer Garden, we look forward to sponsoring this event in 2020. We will work with Moscow Brewing Company this year. The beer garden will remain in the same location as last year - just north of, and adjacent to, the Peter Basoa Stage in East City Park. A map of the park showing the location of the approximately 60' x 35' area is attached. A portion of this area may be covered by an awning (weather dictated) and the entire area will be fenced as per the standard Resolution conditions. The beverages will be vended from a tent erected along the pavement at the NE corner of the asphalt apron adjacent to the stage.

In keeping with the policy of the Moscow Renaissance Fair that crafters, artisans and food providers create what they sell, we are pleased to work with Moscow Brewing Company. We are working closely with Owner Aaron Hart to ensure a safe, enjoyable weekend for all. Their catering permit request has been filed with Moscow City Clerk, Laurie Hopkins. Both Moscow Brewing Company and Moscow Renaissance Fair have purchased insurance policies as per the Resolution conditions and will file proof of such with the City Clerk as soon as possible.

The 2020 Moscow Renaissance Fair will take place Saturday, May 2nd, and Sunday, May 3rd. The fair starts up at 10:00 a.m. both days. Music ends at 7:30 p.m. on Saturday and the fair closes at 5:30 p.m. on Sunday. The beer garden will be open 11:00AM to 7:30 p.m. on Saturday and 11-5:30 p.m. on Sunday.

Moscow Renaissance Fair has engaged Allied Universal Security to provide security in the beer garden as recommended by Moscow Police Department Chief James Fry. Two (2) Allied Universal Security

professionals will be present at all times while alcohol is being served. Moscow Brewing Company will provide staff to check IDs at the entrance to the beer garden. There will be a single opening in the fence on the south side of the area for both entrance and exit posted with an "Over 21 Only" sign. Only beer, wine, and cider will be sold in the beer garden and only by Moscow Brewing Company Brewery staff.

Summary

Event: 47th Annual Moscow Renaissance Fair

Dates/hours of event: Saturday, May 2, 2020, 10:00 a.m. to 7:30 (beer garden 11:00 a.m. – 7:30 p.m.)
Sunday, May 3, 2020, 10:00 a.m. to 5:30 p.m. (beer garden 11:00 a.m. - 5:30 p.m.)

Event sponsor: Moscow Renaissance Fair

P.O. Box 8848

Moscow, ID 83843

Contacts:

Dean Pittenger, Beer Garden coordinator, 208-874-7144, dpitt@moscow.com

Randy Emerson, MRF President, 509-595-6004, president@moscowrenfair.org

Vendor: The Moscow Brewing Company, LLC

630 N. Almon St. Suite 130

Moscow, ID 83843

208-596-4058

Contact: Aaron Hart

Proposed changes to standard Resolution:

1. Beer and wine may be dispensed from taps and thus not in original containers.

COMMITTEE STAFF REPORT

DATE: Monday, March 9, 2020



RESPONSIBLE STAFF

Dwight Curtis, Parks & Recreation Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Request Authorization for Beer Garden for Rendezvous in the Park 2020 (ACTION ITEM) - Dwight Curtis

DESCRIPTION

Rendezvous in Moscow, Inc. is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park 2020 between 4:00 p.m. and 10:00 p.m. on July 16th, 17th, and 18th. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved.

The location of the beer garden has not changed and the map is attached.

Security will be provided by Allied Universal Security Services. No City police officers are required. The Chief of Police has reviewed the request, as well as the safety requirements addressed in the agreement, and had no issue with this request.

This request was reviewed by the City Attorney without issue.

STAFF RECOMMENDATION

No recommendation

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution authorizing the beer garden request for Rendezvous in the Park 2020, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

None

ATTACHMENTS

1. Beer-WineRendezvousInThePark2020(HoldHarmless)_clean 2-27-2020
2. Beer-WineRendezvousInThePark-Resolution-2020

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO AND
RENDEZVOUS IN MOSCOW, INC., FOR
THE RENDEZVOUS IN THE PARK EVENT

THIS AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and the sponsor of the event, Rendezvous In Moscow, Inc. (hereinafter "SPONSOR"), is made and entered into this _____ day of _____, 2020.

WHEREAS, Resolution No. 2020-_____ of the City of Moscow, Idaho passed and approved on the _____ day of _____, 2020 provides, in part, for the person(s) and or group holding the approved event to enter into an agreement with CITY to defend, hold harmless, and indemnify CITY, its agents, servants, employees, officers and contractors from any and all claims, causes of action, or damages which may arise from the SPONSOR's use of CITY park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR, agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the event scheduled to occur the 16th, 17th, and 18th days of July, 2020, permitted under the terms of Resolution No. 2020-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representatives including, but not limited to, the caterer and/or vendor of alcohol during the event.

Inspection, review and/or acceptance by CITY of any activity performed by or during the event or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement. SPONSOR agrees that she/he (i) has read the foregoing Agreement, understands it, and agrees with its contents and conditions; (ii) has had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understands that the terms of this Agreement are contractually

and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I Cyndi Faircloth, Co-Chair, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind Rendezvous In Moscow, Inc. to this Agreement.

SIGNED this _____ day of _____, 2020.

RENDEZVOUS IN MOSCOW, INC.

CITY OF MOSCOW, IDAHO

Cyndi Faircloth, Co-Chair

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

RESOLUTION NO. 2020 -

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 5-13-4B prohibits the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code 5-13-3.D. (hereinafter “the Park”); and

WHEREAS, Rendezvous in the Park (hereinafter “the Permitted Event”) is an event or series of events sponsored by Rendezvous In Moscow, Inc., (hereinafter “the Event Sponsor(s)”), intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor(s) or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho as follows:

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING RENDEZVOUS IN THE PARK 2020:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 16th, 17th, and 18th days of July, 2020, from 4:00 p.m. to 10:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor(s) shall deliver to the City Clerk one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event, the Event Sponsor(s) shall deliver to the City Clerk the signed original of the Agreement, attached as Exhibit "A", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor(s) use of the Park premises.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he/she reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;
2. All beer and/or wine shall be sold only by a licensed vendor;
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit;
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided

to the City Clerk no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine;

5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein
6. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter;
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Event Sponsor(s) shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.
8. The Event Sponsor(s) and City both specifically understand and acknowledge that the Event Sponsor(s) shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor(s) for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine garden within the Park; (b) the barricade, sales and/or dispensing area, consumption area, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Recreation Director or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution;
3. The designated sales and service area(s) shall be physically separated from the rest of the Park by a barricade which is no less than forty four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade;
4. All food sales and service shall be located outside the approved barricade and have a space of no less than ten feet (10') between the approved barricade and food sales or service area;
5. No person shall be allowed to purchase, consume or possess beer and/or wine other than within the area designated for beer/wine sales and consumption as shown on the map required by this Resolution;
6. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and/or wine consumption, as shown on the map required by this Resolution;
7. All beer and/or wine shall be dispensed in and consumed from its original container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for a non-alcoholic beverage;
8. Every occupant within the area(s) designated for beer and/or wine consumption shall provide identification to law enforcement officers or City employees who request it.

9. No person under twenty one (21) years of age shall be present in the area(s) designated for beer and/or wine sales or consumption at any time beer and/or wine is being served.
10. A sign shall be prominently posted at or near the entrance and exit to each area designated for beer and/or wine sales or consumption, stating that entrance by persons under twenty one (21) years of age is prohibited.
11. Beer and wine shall be sold only within the designated areas at the Park only between the hours of 4:00 p.m. and 10:00 p.m. local time on the 16th, 17th, and 18th days of July, 2020, during the Permitted Event.
12. Beer and wine shall be consumed only within the designated area at the Park only between the hours of 4:00 p.m. and 10:00 p.m. local time on the 16th, 17th, and 18th days of July, 2020, during the Permitted Event.
13. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the City Clerk, within ten (10) days of the event, the required fee established by Council that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Signature of Authorized Representative:

I, _____, as the authorized representative of the Event Sponsor have read, understood, and agree to fulfill all of the conditions and obligations set forth in this Resolution.

Signature

Date

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Rendezvous In Moscow, Inc.

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

Exhibit A



COMMITTEE STAFF REPORT

DATE: Monday, March 9, 2020



RESPONSIBLE STAFF

James Fry, Police Chief

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Law Enforcement Mutual Assistance Agreements with Multiple Agencies (ACTION ITEM) - James Fry

DESCRIPTION

The City of Moscow benefits from having mutual aid agreements with surrounding law enforcement agencies. These agreements provide that when assistance is needed for a mutual aid partner to meet the need of an emergency, another partner may render that assistance. The Moscow Police Department would like to enter into mutual aid agreements with the Clarkston Washington Police Department, the Whitman County Washington Sheriff's Office, and the Asotin County Washington Sheriff's Office. Each agency has determined that cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of the agency to preserve the safety and welfare of the entire geographic area.

These individual Compacts will permit the Moscow Police Department to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other agencies in case of an emergency where one of the agencies may need the assistance from the Moscow Police Department (and vice versa) to provide law enforcement protection and control. The duty of each agency under this Compact is wholly discretionary. Examples of such incidents are: SWAT team call-outs, riots, Internet Crimes Against Children cases, etc. Each agency is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation and wear and tear on equipment.

STAFF RECOMMENDATION

Recommend approval of three individual Mutual Assistance Compact Agreements between the City of Moscow, Whitman County Washington Sheriff's Office, Asotin County Washington Sheriff's Office, and the City of Clarkston, Washington.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of three individual Mutual Assistance Compact Agreements between the City of Moscow, Whitman County, Washington Sheriff's Office, Asotin County, Washington Sheriff's Office, and the City of Clarkston, Washington or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Mutual Assistance Compact Clarkston (final)
2. Mutual Assistance Compact Asotin County (final)
3. Mutual Assistance Compact Whitman County (final)

**LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT
BETWEEN CITY OF MOSCOW, IDAHO AND
CITY OF CLARKSTON, WASHINGTON**

THIS LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT BETWEEN CITY OF MOSCOW, IDAHO AND CITY OF CLARKSTON, WASHINGTON (hereinafter "Compact"), is entered into effective the _____ day of _____, 2020 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "MOSCOW") and City of Clarkston, Washington, a municipal corporation of the state of Washington, 829 5th Street, Clarkston, WA 99403 (hereinafter "CLARKSTON") and each of the above entities' respective law enforcement departments, all being political subdivisions, or governmental entities, of or within the State of Idaho and the State of Washington herein each individually referred to as a "Party", and collectively, the "Parties."

WITNESSETH:

WHEREAS, each Party hereto is legally authorized to provide police services in the communities of Moscow, Idaho and Clarkston, Washington, respectively;

WHEREAS, each Party is authorized to enter into this Compact under and pursuant to Idaho Code § 67-2337(2)(4) and the Revised Washington Code (RWC) 10.93.090(2), respectively;

WHEREAS, each Party owns and maintains equipment and employs personnel who are trained to provide police services;

WHEREAS, each Party has sufficient equipment and personnel to enable it to provide such assisting services to the other Party under this Compact;

WHEREAS, the geographical boundaries of each Party under this compact are immediately adjacent to and located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, each Party has determined that the cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area;

NOW, THEREFORE, subject to the limitations of this Compact and in order to provide the above mutual assistance between MOSCOW and CLARKSTON, it is hereby agreed as follows:

SECTION 1: IMPLEMENTATION, DURATION, AND TERMINATION

This Compact shall not be effective until it is approved by the Mayor and the Police Chief of the MOSCOW and by the Mayor and the Police Chief of CLARKSTON. It shall continue in full force and effect until terminated by either Party. Termination shall be given in written form,

signed by the official or public agent having power of control and a copy given to the other Party, and will be effective immediately upon receipt of the written notification of termination.

SECTION 2: PURPOSE OF MUTUAL ASSISTANCE

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with law enforcement protection and control in the case of an emergency where one of the Parties may need the assistance of the other Party to provide such law enforcement, protection and control. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All Parties agree that it is not the purpose of the Compact to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

SECTION 3: REQUEST FOR ASSISTANCE

When an emergency involving the safety or welfare of person or property exists within the jurisdiction of either of the Parties and assistance is needed or desired, the chief law enforcement officer or the highest ranking official of that law enforcement agency who is available at the time the assistance is requested shall notify the other Party of such emergency and the need for law enforcement assistance. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and the personnel requested, and the name of the official who is in charge of the police protection or police control at the place where assistance is requested. Such assistance shall be rendered according to the procedures of the Party requesting assistance until such time as there is a plan developed by the Parties, after which each Party and its employees shall render assistance in accordance to the plan.

SECTION 4: PLANNING

The chief law enforcement officer or their respective designees may develop operational plans for any mutual assistance under this Compact. The plan may indicate the procedures to be followed in responding to a request for assistance.

The chief law enforcement officer or the commanding officers of the Parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual assistance may be needed. This Compact may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Compact.

SECTION 5: RESPONSE TO REQUEST

Only the chief law enforcement officer of a responding participating agency may determine whether or not to respond to a request for emergency law enforcement assistance under this Compact, or in the absence of the chief law enforcement officer, a designee named by title of position held with the responding agency.

Law enforcement personnel responding to a request for emergency assistance shall meet reasonable training or certification standards as required by each state's Certification Standards. If the responding agency agrees to provide mutual assistance, it shall notify the requesting agency of

the equipment and personnel which will be engaged in such assistance as well as the time it/they will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance varies after the initial request for assistance is made, the responding agency shall amend the notification so that the requesting agency will know what assistance was intended.

SECTION 6: RESPONSIBILITIES OF PARTIES

- A. Participation of Parties in activities and operations governed by this Compact is voluntary.
- B. Participation of Parties in activities and operations governed by this Compact does not create any employer/employee relationship nor does it create any property rights.
- C. The Parties shall have no authority to enter into contracts or agreements on behalf of the other Party. This Compact does not create a partnership between the agencies.
- D. Direction and control over any investigation or activity covered by this Compact shall be the responsibility of the Party in whose jurisdiction the investigation or activity occurs.
- E. The Parties, during the performance of this Compact, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
- F. Parties shall complete reports of investigations and activities on a timely and accurate basis. Records kept in regard to investigations and activities shall be kept by the Party with jurisdiction over the investigation or activity. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the investigation or activity occurred.
- G. Parties shall cooperate with the prosecution of any cases filed as a result of the assistance provided, including receiving out of state subpoena's, meeting with the handling jurisdiction's prosecutor and testifying in Court.
- H. Press releases concerning investigations and activities conducted by Parties under this Compact shall be made by the Party with jurisdiction over the investigation or activity. Prior to the release of any information, the Party with jurisdiction should consult with the other Party.
- I. The Parties and their respective personnel operating under the authority of this Compact shall comply with the provisions of Idaho Code §67-2337, entitled "Extraterritorial Authority of Peace Officers" and RWC 10.93.090, Entitled "Specially Commissioned Peace Officer – Powers of, Circumstances", which gives peace officers reciprocal police powers while performing duties outside of their normally recognized jurisdictional boundaries. Law enforcement officers of the Parties operating under said extension of authority shall comply with all the statutory conditions specified in the Idaho or Washington statute, whichever is applicable. With the exception of investigations or activities initiated in their jurisdiction and those investigations and activities initiated under this or other mutual assistance compacts, personnel of Parties shall not be assigned duties outside their jurisdiction. Extended duties covered under this Compact outside a jurisdiction shall require approval of the Chief of Police or his or her designee.
- J. Officers of the Parties shall conduct themselves as professional law enforcement officers. Officers shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged misconduct shall be reported to the appropriate law enforcement head in accordance with the

respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused officer's employer.

- K. When the mutual assistance requested is no longer required, the requesting Party shall notify the responding Party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
- L. Each Party is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation, and wear and tear on equipment.
- M. Response Time: As soon as available, may have to decline because of personnel issues.

SECTION 7: STANDARD OF CONDUCT

Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting agency. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine whether there has been any breach of professional standards and to carry out the appropriate discipline, if any. However, the requesting agency may request that a particular officer be removed from a particular situation or from the jurisdiction and the responding agency will honor such a request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers in their respective jurisdictions and there shall be due and usual regard given to the personal safety of the officers and public consistent with needs or circumstances and the law enforcement problem being addressed.

SECTION 8: CROSS-DEPUTIZATION

By each Party's signature to this Compact, the Parties authorize special commissioning to the full extent authorized by Washington and Idaho law. The Parties herein authorize the cross-deputization of its officers or responding officers when operating under the terms of this Compact to facilitate its intent.

SECTION 9: COMMAND OF EQUIPMENT AND PERSONNEL

The requesting Party shall have on-site command and direction of equipment and personnel provided by the responding Party. The requesting Party shall always keep the responding Party advised as to the person who is exercising command and direction. The requesting Party and the responding Party shall utilize the incident command system (ICS). When requested by the requesting Party or requested by the responding Party, the senior ranking member of the responding Party shall report to the command post or emergency operating center and coordinate with the senior ranking member of the requesting Party.

A requesting Party shall have and exercise general control in directing the responding Party to locations as required, however, the officer in charge or specialized unit commander of the responding Party shall be responsible for exercising control over its personnel in response to the general directions of the requesting Party. Specialized units will maintain their unit integrity and shall be responsible to their own team command. The responding Party's rules and procedures will prevail and the officer in charge or team commander shall retain full authority to assign, deploy and initiate action. The responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the mutual assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel are returned to the responding agency.

Personnel who participate in mutual aid assistance shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 10: FINANCING

There shall be no joint financing of activities under this Compact except by written amendment to this Compact regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Compact. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual assistance under this Compact for another Party. The Parties shall be individually responsible for all costs associated with providing assistance under this Compact and shall make no claim against other Party for reimbursement of expenses incurred.

SECTION 11: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. MOSCOW's liability is 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. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Compact in accordance with Idaho Code §67-2337(6).
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Compact to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. Interpretation. As a further condition of this Compact, Parties acknowledge that this Compact 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.
- D. Jurisdiction and Venue. It is agreed that this Compact 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.
- E. Binding Authority. The Parties each represent and warrant to the other that this Compact (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.
- F. Notice. All communication or notification to be given pursuant to this Compact shall be given to the following:

Notice to Clarkston Police Department:
830 5th St.
Clarkston, WA 99403

Notice to Moscow Police Department:
118 E. 4th St.
Moscow, ID 83843

- G. Complete Agreement. This Compact 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.
- H. Severability. If any part of this Compact is held unenforceable, the remaining portions of this Compact will nevertheless remain in full force and effect.
- I. Document Control. A duplicate original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with the Moscow City Clerk and the Clarkston County Auditor prior to its entry into force.

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

City of Clarkston:

City of Moscow:

Monika Lawrence, Mayor

Bill Lambert, Mayor

Joel Hastings, Chief of Police

James Fry, Police Chief

ATTEST:

Laurie M. Hopkins, City Clerk

APPROVED AS TO FORM:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said City, appeared Monika Lawrence, Mayor, known to me to be the persons named above and acknowledged that they executed the foregoing document as the duly authorized representatives.

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

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said City, appeared Joel Hastings, Chief of Police, known to me to be the persons named above and acknowledged that they executed the foregoing document as the duly authorized representatives.

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

**LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT
BETWEEN CITY OF MOSCOW, IDAHO AND
ASOTIN COUNTY, WASHINGTON**

THIS LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT BETWEEN CITY OF MOSCOW, IDAHO AND ASOTIN COUNTY, WASHINGTON (hereinafter "Compact"), is entered into effective the _____ day of _____, 2020 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 Asotin County, Washington, [insert address] (hereinafter "COUNTY") an essential administrative unit of the state of Washington and each of the above entities' respective law enforcement departments, all being political subdivisions, or governmental entities, of or within the State of Idaho and the State of Washington herein each individually referred to as a "Party", and collectively, the "Parties."

WITNESSETH:

WHEREAS, each Party hereto is legally authorized to provide police services in the communities of Moscow, Idaho and Asotin County, Washington, respectively;

WHEREAS, each Party is authorized to enter into this Compact under and pursuant to Idaho Code § 67-2337(2)(4) and the Revised Washington Code (RWC) 10.93.090(2), respectively;

WHEREAS, each Party owns and maintains equipment and employs personnel who are trained to provide police services;

WHEREAS, each Party has sufficient equipment and personnel to enable it to provide such assisting services to the other Party under this Compact;

WHEREAS, the geographical boundaries of each Party under this compact are immediately adjacent to and located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, each Party has determined that the cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area;

NOW, THEREFORE, subject to the limitations of this Compact and in order to provide the above mutual assistance between CITY AND COUNTY, it is hereby agreed as follows:

SECTION 1: IMPLEMENTATION, DURATION, AND TERMINATION

This Compact shall not be effective until it is approved by the Mayor and the Police Chief of CITY and by the County Commissioner Chairman and the Sheriff of COUNTY. It shall continue in full force and effect until terminated by either Party. Termination shall be given in

written form, signed by the official or authorized public agent and a copy given to the other Party, and will be effective immediately upon receipt of the written notification of termination.

SECTION 2: PURPOSE OF MUTUAL ASSISTANCE

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with law enforcement protection and control in the case of an emergency where one of the Parties may need the assistance of the other Party to provide such law enforcement protection and control. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All Parties agree that it is not the purpose of the Compact to provide the normal and usual law enforcement duties, police protection, and police patrol which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

SECTION 3: REQUEST FOR ASSISTANCE

When an emergency involving the safety or welfare of person or property exists within the jurisdiction of either of the Parties and assistance is needed or desired, the chief law enforcement officer or the highest ranking official of that law enforcement agency who is available at the time the assistance is requested shall notify the other Party of such emergency and the need for law enforcement assistance. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and the personnel requested, and the name of the official who is in charge of the police protection or police control at the place where assistance is requested. Such assistance shall be rendered according to the procedures of the Party requesting assistance until such time as there is a plan developed by the Parties, after which each Party and its employees shall render assistance in accordance to the plan.

SECTION 4: PLANNING

The chief law enforcement officer or their respective designees may develop operational plans for any mutual assistance under this Compact. The plan may indicate the procedures to be followed in responding to a request for assistance.

The chief law enforcement officer or the commanding officers of the Parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual assistance may be needed. This Compact may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Compact.

SECTION 5: RESPONSE TO REQUEST

Only the chief law enforcement officer of a responding participating agency may determine whether or not to respond to a request for emergency law enforcement assistance under this Compact, or in the absence of the chief law enforcement officer, a designee named by title of position held with the responding agency.

Law enforcement personnel responding to a request for emergency assistance shall meet reasonable training or certification standards as required by each state's Certification Standards. If

the responding agency agrees to provide mutual assistance, it shall notify the requesting agency of the equipment and personnel which will be engaged in such assistance as well as the time it/they will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance varies after the initial request for assistance is made, the responding agency shall amend the notification so that the requesting agency will know what assistance was intended.

SECTION 6: RESPONSIBILITIES OF PARTIES

- A. Participation of Parties in activities and operations governed by this Compact is voluntary.
- B. Participation of Parties in activities and operations governed by this Compact does not create any employer/employee relationship nor does it create any property rights.
- C. The Parties shall have no authority to enter into contracts or agreements on behalf of the other Party. This Compact does not create a partnership between CITY and COUNTY.
- D. Direction and control over any investigation or activity covered by this Compact shall be the responsibility of the Party in whose jurisdiction the investigation or activity occurs.
- E. The Parties, during the performance of this Compact, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
- F. Parties shall complete reports of investigations and activities on a timely and accurate basis. Records kept in regard to investigations and activities shall be kept by the Party with jurisdiction over the investigation or activity. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the investigation or activity occurred.
- G. Parties shall cooperate with the prosecution of any cases filed as a result of the assistance provided, including receiving out of state subpoena's, meeting with the handling jurisdiction's prosecutor and testifying in Court.
- H. Press releases concerning investigations and activities conducted by Parties under this Compact shall be made by the Party with jurisdiction over the investigation or activity. Prior to the release of any information, the Party with jurisdiction should consult with the other Party.
- I. The Parties and their respective personnel operating under the authority of this Compact shall comply with the provisions of Idaho Code §67-2337, entitled "Extraterritorial Authority of Peace Officers" and RWC 10.93.090, entitled "Specially Commissioned Peace Officer – Powers of, Circumstances", which gives peace officers reciprocal police powers while performing duties outside of their normally recognized jurisdictional boundaries. Law enforcement officers of the Parties operating under said extension of authority shall comply with all the statutory conditions specified in the Idaho or Washington statute, whichever is applicable. With the exception of investigations or activities initiated in their jurisdiction and those investigations and activities initiated under this or other mutual assistance compacts, personnel of Parties shall not be assigned duties outside their jurisdiction. Extended duties covered under this Compact outside a jurisdiction shall require approval of the Chief of Police or Sheriff or his or her designee.
- J. Officers of the Parties shall conduct themselves as professional law enforcement officers. Officers shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged

misconduct shall be reported to the appropriate law enforcement head in accordance with the respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused officer's employer.

- K. When the mutual assistance requested is no longer required, the requesting Party shall notify the responding Party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
- L. Each Party is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation, and wear and tear on equipment.
- M. Response Time: As soon as available, may have to decline because of personnel issues.

SECTION 7: STANDARD OF CONDUCT

Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting agency. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine whether there has been any breach of professional standards and to carry out the appropriate discipline, if any. However, the requesting agency may request that a particular officer be removed from a particular situation or from the jurisdiction and the responding agency will honor such a request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers in their respective jurisdictions and there shall be due and usual regard given to the personal safety of the officers and public consistent with needs or circumstances and the law enforcement problem being addressed.

SECTION 8: CROSS-DEPUTIZATION

By each Party's signature to this Compact, the Parties authorize special commissioning to the full extent authorized by Washington and Idaho law. The Parties herein authorize the cross-deputization of its officers or responding officers when operating under the terms of this Compact to facilitate its intent.

SECTION 9: COMMAND OF EQUIPMENT AND PERSONNEL

The requesting Party shall have on-site command and direction of equipment and personnel provided by the responding Party. The requesting Party shall always keep the responding Party advised as to the person who is exercising command and direction. The requesting Party and the responding Party shall utilize the incident command system (ICS). When requested by the requesting Party or requested by the responding Party, the senior ranking member of the responding Party shall report to the command post or emergency operating center and coordinate with the senior ranking member of the requesting Party.

A requesting Party shall have and exercise general control in directing the responding Party to locations as required, however, the officer in charge or specialized unit commander of the responding Party shall be responsible for exercising control over its personnel in response to the general directions of the requesting Party. Specialized units will maintain their unit integrity and shall be responsible to their own team command. The responding Party's rules and procedures will prevail and the officer in charge or team commander shall retain full authority to assign, deploy

and initiate action. The responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the mutual assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel are returned to the responding agency. Personnel who participate in mutual aid assistance shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 10: FINANCING

There shall be no joint financing of activities under this Compact except by written amendment to this Compact regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Compact. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual assistance under this Compact for another Party. The Parties shall be individually responsible for all costs associated with providing assistance under this Compact and shall make no claim against the other Party for reimbursement of expenses incurred.

SECTION 11: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. CITY's liability is 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. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Compact in accordance with Idaho Code §67-2337(6).
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Compact to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. Interpretation. As a further condition of this Compact, CITY and COUNTY acknowledge that this Compact 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.
- D. Jurisdiction and Venue. It is agreed that this Compact 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.
- E. Binding Authority. The Parties each represent and warrant to the other that this Compact (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.

F. Notice. All communication or notification to be given pursuant to this Compact shall be given to the following:

Notice to Asotin County Sheriff:
127 2nd St.
Asotin, WA 99402

Notice to Moscow Police Department:
118 E. 4th St.
Moscow, ID 83843

G. Complete Agreement. This Compact 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.

H. Severability. If any part of this Compact is held unenforceable, the remaining portions of this Compact will nevertheless remain in full force and effect.

I. Document Control. A duplicate original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with the Moscow City Clerk and the Asotin County Auditor prior to its entry into force.

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

Asotin County:

City of Moscow:

Jim Jeffords, Commission Chair

Bill Lambert, Mayor

John Hilderbrand, Sherriff

James Fry, Police Chief

ATTEST:

Laurie M. Hopkins, City Clerk

APPROVED AS TO FORM:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared Jim Jeffords, Commission Chair, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared John Hilderbrand, Sherriff, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

**LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT
BETWEEN CITY OF MOSCOW, IDAHO AND
WHITMAN COUNTY, WASHINGTON**

THIS LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT BETWEEN CITY OF MOSCOW, IDAHO AND WHITMAN COUNTY, WASHINGTON (hereinafter "Compact"), is entered into effective the _____ day of _____, 2020 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 Whitman County, Washington, 411 N. Mill Street, Colfax, WA 99111 (hereinafter "COUNTY") an essential administrative unit of the state of Washington and each of the above entities' respective law enforcement departments, all being political subdivisions, or governmental entities, of or within the State of Idaho and the State of Washington herein each individually referred to as a "Party", and collectively, the "Parties."

WITNESSETH:

WHEREAS, each Party hereto is legally authorized to provide police services in the communities of Moscow, Idaho and Whitman County, Washington, respectively;

WHEREAS, each Party is authorized to enter into this Compact under and pursuant to Idaho Code § 67-2337(2)(4) and the Revised Washington Code (RWC) 10.93.090(2), respectively;

WHEREAS, each Party owns and maintains equipment and employs personnel who are trained to provide police services;

WHEREAS, each Party has sufficient equipment and personnel to enable it to provide such assisting services to the other Party under this Compact;

WHEREAS, the geographical boundaries of each Party under this compact are immediately adjacent to and located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, each Party has determined that the cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area;

NOW, THEREFORE, subject to the limitations of this Compact and in order to provide the above mutual assistance between CITY AND COUNTY, it is hereby agreed as follows:

SECTION 1: IMPLEMENTATION, DURATION, AND TERMINATION

This Compact shall not be effective until it is approved by the Mayor and the Police Chief of CITY and by the County Commissioner Chairman and the Sheriff of COUNTY. It shall continue in full force and effect until terminated by either Party. Termination shall be given in written form, signed by the official or public agent having power of control and a copy given to

the other Party, and will be effective immediately upon receipt of the written notification of termination.

SECTION 2: PURPOSE OF MUTUAL ASSISTANCE

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with law enforcement protection and control in the case of an emergency where one of the Parties may need the assistance of the other Party to provide such law enforcement, protection and control. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All Parties agree that it is not the purpose of the Compact to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

SECTION 3: REQUEST FOR ASSISTANCE

When an emergency involving the safety or welfare of person or property exists within the jurisdiction of either of the Parties and assistance is needed or desired, the chief law enforcement officer or the highest ranking official of that law enforcement agency who is available at the time the assistance is requested shall notify the other Party of such emergency and the need for law enforcement assistance. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and the personnel requested, and the name of the official who is in charge of the police protection or police control at the place where assistance is requested. Such assistance shall be rendered according to the procedures of the Party requesting assistance until such time as there is a plan developed by the Parties, after which each Party and its employees shall render assistance in accordance to the plan.

SECTION 4: PLANNING

The chief law enforcement officer or their respective designees may develop operational plans for any mutual assistance under this Compact. The plan may indicate the procedures to be followed in responding to a request for assistance.

The chief law enforcement officer or the commanding officers of the Parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual assistance may be needed. This Compact may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Compact.

SECTION 5: RESPONSE TO REQUEST

Only the chief law enforcement officer of a responding participating agency may determine whether or not to respond to a request for emergency law enforcement assistance under this Compact, or in the absence of the chief law enforcement officer, a designee named by title of position held with the responding agency.

Law enforcement personnel responding to a request for emergency assistance shall meet reasonable training or certification standards as required by each state's Certification Standards. If

the responding agency agrees to provide mutual assistance, it shall notify the requesting agency of the equipment and personnel which will be engaged in such assistance as well as the time it/they will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance varies after the initial request for assistance is made, the responding agency shall amend the notification so that the requesting agency will know what assistance was intended.

SECTION 6: RESPONSIBILITIES OF PARTIES

- A. Participation of Parties in activities and operations governed by this Compact is voluntary.
- B. Participation of Parties in activities and operations governed by this Compact does not create any employer/employee relationship nor does it create any property rights.
- C. The Parties shall have no authority to enter into contracts or agreements on behalf of the other Party. This Compact does not create a partnership between CITY and COUNTY.
- D. Direction and control over any investigation or activity covered by this Compact shall be the responsibility of the Party in whose jurisdiction the investigation or activity occurs.
- E. The Parties, during the performance of this Compact, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
- F. Parties shall complete reports of investigations and activities on a timely and accurate basis. Records kept in regard to investigations and activities shall be kept by the Party with jurisdiction over the investigation or activity. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the investigation or activity occurred.
- G. Parties shall cooperate with the prosecution of any cases filed as a result of the assistance provided, including receiving out of state subpoena's, meeting with the handling jurisdiction's prosecutor and testifying in Court.
- H. Press releases concerning investigations and activities conducted by Parties under this Compact shall be made by the Party with jurisdiction over the investigation or activity. Prior to the release of any information, the Party with jurisdiction should consult with the other Party.
- I. The Parties and their respective personnel operating under the authority of this Compact shall comply with the provisions of Idaho Code §67-2337, entitled "Extraterritorial Authority of Peace Officers" and RWC 10.93.090, entitled "Specially Commissioned Peace Officer – Powers of, Circumstances", which gives peace officers reciprocal police powers while performing duties outside of their normally recognized jurisdictional boundaries. Law enforcement officers of the Parties operating under said extension of authority shall comply with all the statutory conditions specified in the Idaho or Washington statute, whichever is applicable. With the exception of investigations or activities initiated in their jurisdiction and those investigations and activities initiated under this or other mutual assistance compacts, personnel of Parties shall not be assigned duties outside their jurisdiction. Extended duties covered under this Compact outside a jurisdiction shall require approval of the Chief of Police or Sheriff or his or her designee.
- J. Officers of the Parties shall conduct themselves as professional law enforcement officers. Officers shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged

misconduct shall be reported to the appropriate law enforcement head in accordance with the respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused officer's employer.

- K. When the mutual assistance requested is no longer required, the requesting Party shall notify the responding Party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
- L. Each Party is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation, and wear and tear on equipment.
- M. Response Time: As soon as available, may have to decline because of personnel issues.

SECTION 7: STANDARD OF CONDUCT

Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting agency. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine whether there has been any breach of professional standards and to carry out the appropriate discipline, if any. However, the requesting agency may request that a particular officer be removed from a particular situation or from the jurisdiction and the responding agency will honor such a request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers in their respective jurisdictions and there shall be due and usual regard given to the personal safety of the officers and public consistent with needs or circumstances and the law enforcement problem being addressed.

SECTION 8: CROSS-DEPUTIZATION

By each Party's signature to this Compact, the Parties authorize special commissioning to the full extent authorized by Washington and Idaho law. The Parties herein authorize the cross-deputization of its officers or responding officers when operating under the terms of this Compact to facilitate its intent.

SECTION 9: COMMAND OF EQUIPMENT AND PERSONNEL

The requesting Party shall have on-site command and direction of equipment and personnel provided by the responding Party. The requesting Party shall always keep the responding Party advised as to the person who is exercising command and direction. The requesting Party and the responding Party shall utilize the incident command system (ICS). When requested by the requesting Party or requested by the responding Party, the senior ranking member of the responding Party shall report to the command post or emergency operating center and coordinate with the senior ranking member of the requesting Party.

A requesting Party shall have and exercise general control in directing the responding Party to locations as required, however, the officer in charge or specialized unit commander of the responding Party shall be responsible for exercising control over its personnel in response to the general directions of the requesting Party. Specialized units will maintain their unit integrity and shall be responsible to their own team command. The responding Party's rules and procedures will prevail and the officer in charge or team commander shall retain full authority to assign, deploy

and initiate action. The responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the mutual assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel are returned to the responding agency. Personnel who participate in mutual aid assistance shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 10: FINANCING

There shall be no joint financing of activities under this Compact except by written amendment to this Compact regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Compact. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual assistance under this Compact for another Party. The Parties shall be individually responsible for all costs associated with providing assistance under this Compact and shall make no claim against other Party for reimbursement of expenses incurred.

SECTION 11: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. CITY's liability is 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. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Compact in accordance with Idaho Code §67-2337(6).
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Compact to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. Interpretation. As a further condition of this Compact, CITY and COUNTY acknowledge that this Compact 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.
- D. Jurisdiction and Venue. It is agreed that this Compact 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.
- E. Binding Authority. The Parties each represent and warrant to the other that this Compact (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.

F. Notice. All communication or notification to be given pursuant to this Compact shall be given to the following:

Notice to Whitman County Sheriff:
411 N. Mill Street
Colfax, WA 99111

Notice to Moscow Police Department:
118 E. 4th St.
Moscow, ID 83843

G. Complete Agreement. This Compact 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.

H. Severability. If any part of this Compact is held unenforceable, the remaining portions of this Compact will nevertheless remain in full force and effect.

I. Document Control. A duplicate original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with the Moscow City Clerk and the Whitman County Auditor prior to its entry into force.

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

Whitman County:

City of Moscow:

Brett Myers, Sheriff

Bill Lambert, Mayor

James Fry, Police Chief

ATTEST:

Laurie M. Hopkins, City Clerk

APPROVED AS TO FORM:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared Brett Meyers, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

COMMITTEE STAFF REPORT

DATE: Monday, March 9, 2020



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Jen Pfiffner, Assistant City Supervisor

OTHER RESOURCES

AGENDA ITEM TITLE

2020 Moscow Farmers Market Handbook (ACTION ITEM) - Amanda Argona

DESCRIPTION

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Vendor Handbook. The Handbook is an expanded policy document meant to provide expanded clarity and serve as a resource for current and future Market Vendors. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the updated document on February 4, 2020, and moved unanimously to forward the Handbook on to the Council with a recommendation for approval and adoption for the 2020 Market Season.

STAFF RECOMMENDATION

Recommend approval of the 2020 Moscow Farmers Market Handbook.

PROPOSED ACTIONS

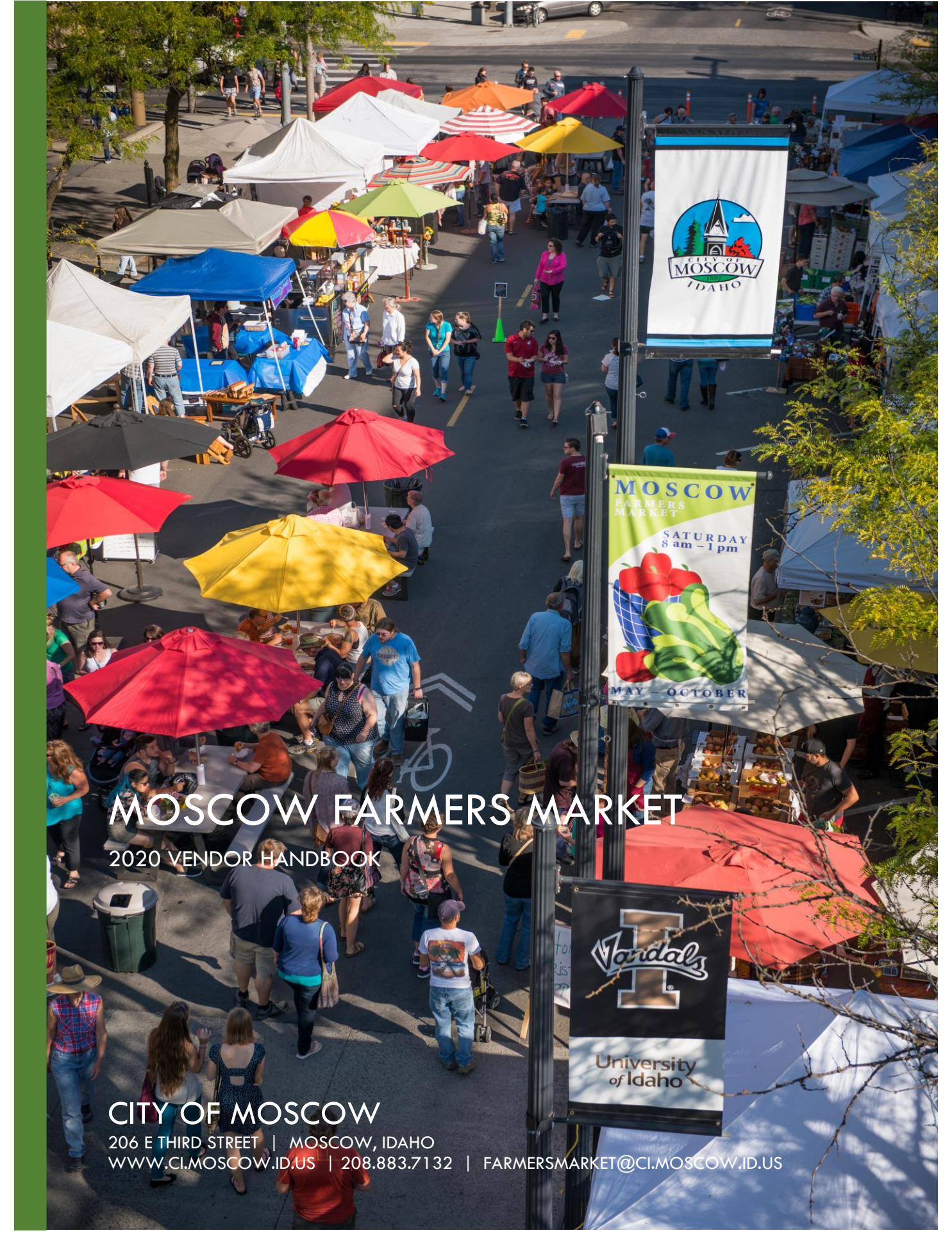
PROPOSED ACTIONS: Recommend approval of the 2020 Moscow Farmers Market Handbook, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2020_Moscow Farmers Market_Vendor Handbook_DRAFT



MOSCOW FARMERS MARKET

2020 VENDOR HANDBOOK

CITY OF MOSCOW

206 E THIRD STREET | MOSCOW, IDAHO

WWW.CI.MOSCOW.ID.US | 208.883.7132 | FARMERSMARKET@CI.MOSCOW.ID.US



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Moscow Farmers Market Overview

The Moscow Farmers Market has been a treasured and vibrant part of the community since its inception in 1977 as a small grass-roots gathering. It serves to provide locally grown produce and quality wares, as well as bring the community together in ways no other event or service does. Whether Market goers visit to purchase their weekly groceries or simply to enjoy the music and socialize, the experience of the Market promotes a sense of place, and helps citizens feel tied to the community. The Moscow Farmers Market is unique in its ability to stay rooted to its original purpose and charm of a local market, while growing and progressing with trends and needs. The variety of stakeholders invested in the Moscow Farmers Market means that each decision can have a great impact on our residents, vendors, local businesses, City staff, and more.

Market Leadership is formed by a collaboration of City of Moscow Staff and a Moscow Farmers Market Commission comprised of community residents, vendors, and other representatives. City staff manages the operational and regulatory aspects of the Market while Commission members guide the vision and values of the Market.

It is the duty of the Commission to suggest ways to promote and improve the Farmers Market, propose and/or review Market policies, keep abreast of trends and opportunities for advancing Market interests, products, standards, and offerings, and to otherwise act in an advisory role to the Moscow City Council.

The Commission meets regularly on the first Tuesday of each month, from 4:00 p.m. to 5:30 p.m. in the Council Chambers at City Hall, 206 E. Third Street, Moscow, Idaho. Meetings are open to the public.

Farmers Market Commission Members

VENDOR REPRESENTATIVES

Kelly Kingsland

Produce Vendor Representative

Renee Love – Vice Chair

Specialty Food Vendor Representative

Stu Scott

Crafts Vendor Representative

COMMUNITY REPRESENTATIVES

Jamie Hill – Chair

At-Large Representative

Mackenzie Lawrence

At-Large Representative

Ryan Lazo

At-Large Representative

Kerry Morsek

At-Large Representative

SPECIALTY REPRESENTATIVES

Colette DePhelps

University of Idaho Extension Representative

Jenny Ford

Moscow Chamber of Commerce Representative

The Moscow Farmers Market does not discriminate on account of race, color, gender, religion, sex, national origin, physical or mental disability, age, marital or familial status, sexual orientation or gender expression in its selection and inclusion of vendors.

Mission Statement

The Moscow Farmers Market celebrates life on the Palouse by providing the community with the opportunity to buy and sell locally farmed and/or created agricultural products (e.g., crops, meat, cheese, wine, etc.), distinctive handmade goods, artisan pieces, and original-recipe cuisine. This venue is meant to encourage and support sustainable economic, social and environmental practices.

Core Values

Access: Providing access to locally grown produce, foods, unique hand-made goods and their producers.

Economic Opportunity: Contributing to the greater Moscow economy with emphasis on assisting local, small, independently owned, and start-up enterprises.

Community: Building community by welcoming all residents and visitors, and providing a safe space and opportunity for community engagement, interaction, entertainment, and cultural enrichment.

Information: Increasing awareness of, and providing education about and in support of health and wellness practices, regional agriculture, sustainability, and sound environmental practices.

City of Moscow Farmers Market Staff

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Instagram @cityofmoscowid

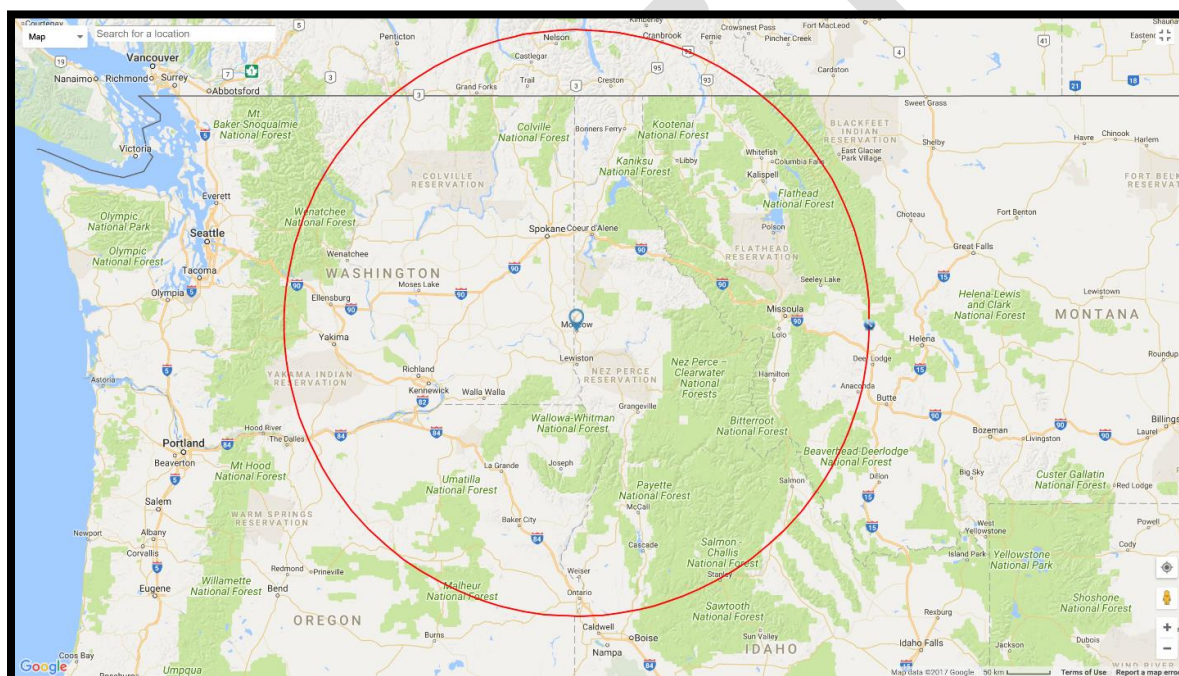
Philosophies

The Market has adopted several important philosophies to maintain its integrity. Using these concepts, in conjunction with the Mission and values, has provided operational guidelines for the Market for many years.

Agricultural Focus: It is the goal of the Moscow Farmers Market to have fifty percent (50%) of all approved Vendors selling agricultural products.

Economic Development: The Market encourages all Vendors to utilize local sourcing that is direct from producer, in an effort to support regional agriculture and small businesses.

Local Production: All Vendors shall be the grower/producer and conduct their operation in a location not more than two hundred (200) air miles from Moscow, Idaho.



200 AIR MILES FROM THE CITY OF MOSCOW, IDAHO

Definition of Terms

These definitions are included to provide a background for terms used throughout this document. The Market relied on a variety of sources in formulating the following definitions, which included the use of definitions from entities like the Farmers Market Coalition, U.S. Department of Agriculture, Washington State Farmers Market Association, etc. to keep on trend with best practices for farmers markets. Ultimate decision regarding interpretation of these definitions lies with the Market Manager.



Agriculture: The science, art, or practice of cultivating the soil, producing crops, and raising livestock, and in varying degrees, the preparation and marketing of the resulting products.

Approved Vendor: An individual or a group that qualify to participate in selling at the Market in at least one (1) of the listed vending categories, as defined in this Handbook. Agricultural Vendors are approved through an interview and trial period, followed by a site visit. All other Vendors are approved through a jury process as outlined in Appendix 6. These vetting processes are in place to ensure compliance with Market Policy and Philosophies. All Vendors are subject to a site visit.

Handmade: Items show evidence of manual skills and dedication of one's own design, creativity, and making.

Local: For the purposes of this Handbook, the Market defines 'local' as "No more than two hundred (200) air miles from the City of Moscow, Idaho". Please see the visual aid on page 3.

Local Sourcing: The purchase of goods directly from local growers / producers for use in creating a product for sale at the Moscow Farmers Market.

Product Mix: A recognition that the Moscow Farmers Market, as a whole, needs a balance of products.

Sustainable Practices: An integrated system of plant and animal production practices that are capable of maintaining their productivity and usefulness to society over the course of time. These systems incorporate the most efficient use of nonrenewable resources and on-farm resources, and where appropriate, utilize natural biological cycles and controls that maintain agricultural productivity, promote economic viability in both the short and long term, and maintain stable rural communities and quality of life.

Vendor Categories

All Vendors are required to submit relevant copies of permits, licenses, and/or third party certifications prior to vending. It is the responsibility of the Vendor to know and understand what regulations may apply to their operation. See Appendix 5 for a list of resources.

Agriculture Vendors

Vendors who participate in the cultivation, harvesting, or production of crops, or management of livestock and bees. Vendors are strongly encouraged to be hygienic and sustainable with their practices in the planting, growing, cultivating, harvesting, transporting, and offering of such items for sale.

Fresh Produce and Nursery: Vendors who grow or produce herbs, fruits, vegetables, cut flowers, plants, grains, seeds, raw nuts, shrubs, trees, and vine starts.

Meat / Poultry: Vendors who raise animals with the intent of selling the majority of those products as cuts of meat, “off the hoof” sales, and byproducts like milk, eggs, etc.

Apiarist: Vendors who keep bees and manage beehives where the majority of products sold are the honey, honeycomb, and wax from their hives.

Value-Added: Vendors who produce supplies or ingredients for their processed goods and/or foods, which includes fibers, wood products, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked meats, cheeses, dried fruits and herbs, flours, oils, etc. The significant constituents of the product must be grown or raised on the producer’s farm, ranch or market garden. If a Vendor is unable to be the processor of their items and/or does not have complete oversight and ownership of the final product, then items are subject to the jury process unless required by law to use a third-party processor (i.e. meat products).

Forager: Vendors who harvest qualified, unaltered items from the wild.

Non-Agriculture Vendors

Prepared Food Vendors: Vendors who offer prepared foods must make these items in accordance with Local and State regulations. State Code requires the use of commercial kitchens to prepare certain foods.

Processed Foods: Vendors who create and process foods not intended for immediate consumption, including, but not limited to, preserves, jams, jellies, ciders, beer, wine, syrups, salsas, smoked meats, cheeses, dried fruit, dried herbs, roasted nuts, seasonings, drink mixes, flavored oils, etc., with all such ingredients **not** grown or raised by the producer.

Ready to Eat Foods. Vendors who create ready-to-eat foods made on-site on Market day, or prepared in advance and served on Market day that may be used for immediate consumption.

Craft and/or Artisan Vendors: Vendors who hand-make or hand-design products that are of a home, studio, or cottage-type industry using an intermediate type technology rather than industrial-type production. Vendors in this category may not sell items made by others, unless it is a part of the product design as a whole (i.e. a ceramic honey pot and wooden honey dipper; pendant and

chain; frame for a photo; etc.). Examples of unacceptable items include, but are not limited to, tracings, paint-by-number, wood or metal products using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design, as determined by the jury process or Community Events Manager. The following sub-categories apply to Craft and/or Artisan Vendors:

Fine Arts such as painting, drawing, sculpture, pottery, ceramics, etc.

Heritage Arts such as basket-making, soap-making*, candle-making, woodworking, blacksmithing, knitting, crocheting, etc.

Decorative Arts for self, home and garden, such as jewelry, birdhouses, furniture from recycled materials, mosaics, stained-glass items, lawn sculpture, photography, etc.

**Cosmetics fall under Crafts and/or Artisan, unless the Vendor grows or raises the majority of items used to create the final product. Cosmetics include creams, lotions, shampoos, and some soap products. The Market does not consider items consisting primarily of alkali salts and of fatty acids that make no label claim other than the cleansing of the human body as cosmetics), but the following rules may still apply. Cosmetics must follow rules set by the Federal Drug Administration, comply with the Federal Food, Drug, and Cosmetic Act, and the Fair Packaging and Labeling Act.*

Youth Vendors

The Market encourages and supports early entrepreneurial interest of farming, gardening, crafts, and food preparation. This Handbook generally applies to Youth Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Youth Vendor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette.

The following sub-categories are applicable to Youth Vendors to assist with product distribution:

Sprouts (ages 6-12) – Youth Vendors in this age category are limited to a three foot by three foot (3'x3') space located at the intersection of 5th Street and Main Street. Three (3) spaces will be available to Sprouts on a Market day.

Juniors (ages 13-17) – Youth Vendors in this age category are limited to a five foot by fifteen foot (5'x15') space located at the intersection of 5th Street and Main Street. Three (3) spaces in this area will be available to Juniors on a Market day. Juniors may be assigned to a shared five foot by fifteen foot (5'x15') space along Main Street pending availability. Juniors requesting an eleven foot by fifteen foot (11'x15') space will be required to jury their products or will submit to a site visit, as outlined in Appendix 6. Pending acceptance through these processes, Juniors will be subject to Tier 1, 2, or 3 registration and stall fees in the Vendor Fee Schedule in Appendix 2 and the Youth Fee will no longer be applicable.

All Youth Vendors shall adhere to the following:

- Be the grower or producer of items for sale.
- Complete and submit paperwork.
 - Food Risk Assessment form (applicable for the sale of drink/food).

- Youth Vendor registration form.
- Release and Hold Harmless form.
- ST-124 tax form (submitted to the Idaho Tax Commission at the end of the season).
- Request space by Tuesday at 5:00 p.m. for priority consideration.
- Actively sell their goods and items without the assistance of a parent and/or chaperone, where possible.
- Have an adult chaperone present at the Moscow Farmers Market, or be supervised by a parent and/or guardian.
- Be limited to no more than three (3) individual youths in the cases of group participation.

Performance Vendors (Buskers)

The Market values the performing arts and has created the Performance Vendor category to support emerging artists in developing their skills and audience at an affordable rate. The Market defines Performance Vendors as any person or group of persons who provide entertainment in the Market by playing musical instruments, singing, dancing, speaking, face painting, balloon tying, etc. Commercial vending of products is not a “performance”. This definition is not applicable to live entertainment scheduled in Friendship Square. Space availability for Performance Vendors is on a first come, first serve basis, with sign-ups beginning at 7:45 am on Market day. Performance Vendors must complete and submit paperwork prior to receiving a space assignment. Moscow Farmers Market staff reserve the right to designate locations for theMse activities in non-Vendor spaces, screen Performance Vendors for suitability, and rotate space assignments to create a varied atmosphere and ambiance for patrons, shoppers, and vendors. This Handbook generally applies to Performance Vendors. Adults, chaperones, guardians, and/or other family members in attendance with a Performance Vendor who is a minor shall also abide by this Handbook and subsequent policies, especially in decorum and etiquette.

All Performance Vendors shall adhere to the following:

- Complete and submit paperwork
 - Performance Vendor registration form
 - Release and Hold Harmless form
 - ST-124 tax form
- Amplification is prohibited.
- May only seek tips or donations.
- Shall only perform in designated areas.
- May not utilize tents, canopies, or umbrellas.
- Limit their performance group to three (3) individuals or fewer.
- Hawking, swearing, and/or aggressive, lewd, and inciting language is prohibited.
- May not occupy the same, designated space for more than a two and one-half (2.5) hour time period.

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Policies

Market Policies shall apply to the Moscow Farmers Market and its Vendors. The Farmers Market Commission and Market Management developed these Policies, and City Council approved them. Failure to abide by these Policies is grounds for penalty action.

Market Operating Policies

1. Market Location

The Market is located generally on Main Street south of Third Street and north of Sixth Street, east of Main Street on the 4th Street right-of-way (west) of the cul-de-sac, east on 5th Street from Main Street to the alley, and Friendship Square in downtown Moscow, unless temporarily located or extended elsewhere when found to be in the best interest of the City. *Most generally, the Market moves off Main Street for University of Idaho's Homecoming Parade.* See Appendix I (Moscow Farmers Market Map & Boundaries).

2. Vendor Production and Location Rule

All Vendors shall be the grower/producer and shall conduct their growing/producing operations in a location not more than two hundred (200) air miles from the City of Moscow, Idaho.

3. Market Schedule

- a. Market Season is every Saturday in the months of May through October, annually.
- b. Market sales occur between the hours of 8:00 a.m. and 1:00 p.m., local time.
- c. Main Street will be closed by City of Moscow Staff beginning at 5:00 a.m. and re-opened by 2:00 p.m. by City of Moscow Staff.
- d. The City of Moscow Police Department will have any non-Market related vehicles removed from Main Street and 5th Street, and any non-ADA vehicles removed from the first parking bay of the Jackson Street parking lot, by 5:00 a.m.

4. Becoming a Market Vendor

- a. New Vendors. Vending at the Moscow Farmers Market for new Vendors, or Vendors who have been absent from the Market for two (2) or more consecutive seasons, requires first to be subject to the approval process, and second followed by the registration process. These processes are specific for different vending categories. To become an approved Vendor at the Moscow Farmers Market, please follow the steps outlined in Appendix 6.
- b. Returning Vendors. Returning Vendors will need to register for the upcoming season and submit relevant required documents.

5. Market Vendor Space

- a. Space dimensions and safety. Most Vendor spaces will be marked as an eleven foot by fifteen foot (11' wide x 15' deep) space. A Vendor's business must be conducted within their assigned space. Vendors may not extend beyond the limits of the assigned space or into the pedestrian area at the entrance of the Vendor space unless specifically authorized by Market Management. Any Vendor utilizing

coverings for their space, such as canopies, tents, and/or umbrellas, may not extend these items outside their assigned space. Requests for additional adjacent space will be granted at the discretion of Community Events Manager, where possible. All Vendors are subject to unscheduled inspections throughout the Market Season, by the Moscow Volunteer Fire Department for compliance with relevant safety regulations to ensure public safety and emergency vehicle accessibility. See Appendix 3 – Safety Compliance Requirements.

- b. Space assignments. The Market recognizes the value of Vendors maintaining a consistent location for the development of a healthy customer base. Without compromising quality, preference will be given to the most local grower/producer when space becomes available. Vending space allocation is decided at the discretion of the Community Events Manager and is based on the level of commitment chosen by the Vendor as defined in the fee schedule (see Appendix 2), as well as historical occupation and availability as it pertains to Market Product Mix. Vendors that have consistently occupied a specific space(s) in the Market during the previous Market Season, and who purchase the Tier 3 vending package for the upcoming Market Season, will be given the opportunity to remain in that same location for the duration of that Market Season. Agricultural based Vendors whose product readiness is determined by the growing seasons, will be given special consideration by Market Management on a case by case basis.
- c. Vehicles in spaces. Tier 3 Vendors may utilize motor vehicles or tow-behind trailers in their assigned space. Such usage will result in an additional vehicle surcharge fee. The Community Events Manager may grant Tier 1 and Tier 2 Vendors motor vehicle usage pending space availability and feasibility of access on a market-to-market basis. The Market defines motor vehicles and tow-behind trailers as any road-ready and licensed vehicle.
- d. Non-neighbor spaces. The Market recognizes that spaces which do not have adjacent vendors are more valuable due to greater visibility and/or increased customer access. The Market defines these spaces as non-neighbor spaces (previously referred to as 'corner' and/or 'walk-thru' spaces). Vendors occupying a space with this type of designation are subject to an additional surcharge fee.
- e. Space use. Use of a Vendor space for purposes other than those outlined in this Handbook is prohibited, unless specifically authorized.
- f. Sharing spaces. Any proposal by Vendors to share a Vendor space must be approved by the Community Events Manager.
- g. Space allocation. The City reserves the right to make the final decision on vending space and Tier package allocation, based upon Overall Market and Market Product Mix needs.

6. Market Fees

Fees include an annual registration fee, a daily per booth fee, and any additional amenity fees as outlined in Appendix 2 – Moscow Farmers Market Fees.

- a. **Structure.** The Market utilizes a tier structure based on the number of Market days a Vendor plans on attending during the Season. A Vendor's rate is determined based on the tier they select. Vendors pay the same rate throughout the Season, regardless if they attend more or less of their anticipated Market dates.
- **Annual Registration Fee.** All Vendors, regardless of their selected tier will be required to pay their associated registration fee at the Annual Vendor Orientation. Vendors unable to attend the Orientation shall make arrangements to pay this fee prior to the start of the Season.
 - **Invoices.** All Vendors will receive invoices (weekly, monthly, or entire season), via Farmspread, showing records of payments.
 - **Refunds.** The Market does not provide refunds to Vendors for days that are cancelled or missed.
 - **Payments.** To reduce risk of theft and improve record keeping, payments will be collected prior to Saturday. Failure to submit payment prior to Saturday, will result in the Vendor's space being revoked for the following Market. Vendors may choose to pay their fees through the following ways:
 - Online via Farmspread invoices.
 - In-person with cash, check, or credit card.
 - By mailing a check to the Moscow Farmers Market, P O Box 9203, Moscow, Idaho, 83843.
- b. **Tier Packages.** Packages are non-transferrable and non-refundable. The Market currently offers the following tier packages to Vendors.
- **Tier-3** – Seventy-five percent (75%) or more attendance
 - Vendor chooses to attend between eighteen (18) and twenty-six (26) consecutive Markets
 - Highest registration fee
 - Lowest daily per booth fee
 - Guaranteed same location
 - Allowed to substitute representation for two (2) Markets
 - Must notify Management of their first and last anticipated attendance date
 - **Tier-2** – Thirty to sixty percent (30-60%) attendance
 - Vendor chooses to attend between nine (9) and seventeen (17) Markets
 - Mid-range registration fee
 - Mid-range daily booth fee
 - Same block location, as available
 - **Tier-1** – Less than thirty percent (30%) attendance
 - Vendor chooses to attend between one (1) and eight (8) Markets
 - Lowest registration fee
 - Highest daily per booth fee

- No guaranteed same location
- c. **Registration.** Registration for the Season will open annually in March, with notice sent to all Vendors.
- d. **Attendance Requests.** In order to streamline communication with the Community Events Manager, Vendors are encouraged to use the Farmspread platform when requesting, changing, or cancelling attendance days. Requests during the Season shall be made by Tuesday at 5:00 p.m. for priority consideration. Requests submitted after this time will be considered at the discretion of the Community Events Manager.

7. Regulation of Certain Activities during Market Operations

Because it is important for the continuing success of the Market to preserve its character and appearance, and because the Market was established and remains primarily a local growers Market, certain activities that otherwise occur during non-Market hours are regulated in the public right-of-way during the Market hours, as follows:

- a. **“Cart” Vendors.** Vendors who are licensed pursuant to Moscow City Code Title 9, Chapter 11, shall not be allowed in the Market Location during Market hours unless they qualify as a current authorized Farmers Market Vendor, independently of their Vending license. See M.C.C. § 9-11-13.
- b. **Licensed Sidewalk Cafes.** The possessor of a current, valid, sidewalk café license from the City may operate a sidewalk café in the Market during Market hours, pursuant to regulations contained within Moscow City Code Title 9, Chapter 12. Council recognizes and reaffirms that the purpose of the sidewalk café license is to allow the contiguous storefront restaurant to extend its typical and customary service into the portion of the public right-of-way shown in its license. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not part of the day-to-day business of the contiguous restaurant owner, shall not be allowed to sell or promote in the Market, unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor’s requirements in this Policy. See, M.C.C. § 9-12-6(B).
- c. **Downtown Businesses Other Than Sidewalk Cafes.** Downtown businesses may continue their operations during Market hours. The areas in the Market that are contiguous with non-retail business(es) or business(es) that are closed during Market hours, are not to be used for the display or sale or promotion of produce, products, goods or services by such business(es) or by any person or group, other than as specifically authorized by the Council or by this Policy. Sales, promotions tables, and displays placed contiguous with the front of downtown business(es) are allowed as long as those sales or displays are an extension of what is available for sale or promotion by and within the contiguous business, and such sales or promotions are carried out by the owners or their employees. No activity which directly interferes with or competes with the Market and/or its Vendors shall be allowed within the public right-of-way during Market hours, unless that activity occurs by and within the contiguous business on a day-to-day basis as an integral part of such business. Independent contractors, sub-contractors, sub-lessees, agents, or others who are not

part of the day-to-day business of the contiguous owner shall not be allowed to sell or promote in the Market unless they otherwise qualify as a Farmers Market Vendor and meet all of the Farmers Market Vendor's requirements in this Policy. Sales tables, clothes racks, free-standing displays, etc., shall be placed contiguous with the storefront in a manner that allows the preservation of an unobstructed pedestrian access on the sidewalk of not less than four (4) contiguous feet, and as approved by the City Fire Marshall.

- d. **Universities, Colleges or Other Educational Institutions Participation in Farmers Market.** Universities, colleges, or other educational institutional departments and retail outlets are not allowed to apply as Market Vendors. Student organizations, if qualified, may participate as Vendors.
- e. **First Amendment Activities.** Because of the importance the City places on First Amendment rights and activities, the Council has adopted specific regulations relative to downtown First Amendment activities during Farmers Market hours. The City has established reasonable time, place, and manner restrictions and has designated Friendship Square as the location for such activities in the downtown area during Farmers Market hours. See Resolution No. 2012-12. No separate, additional, or expanded First Amendment activities shall be allowed within the Market during Market hours, unless specifically authorized by Council or required by the United States or Idaho Constitutions.

Per Resolution No. 2012-05, *"The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian, and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies, and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control, or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place, and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square Speakers Space on Market days, while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law."* Please see Appendix 7 for the complete Resolution.

- f. **Nicotine Products.** All types and kinds of nicotine use, including smoking, vaping in all forms (including nicotine-free vape pens), and chewing tobacco, are prohibited within the boundaries of the Farmers Market during the hours of operation and through the duration of the Farmers Market Season. Resolution No. 2018-13.
- g. **Animals Prohibited in the Market.** Only ADA Service Animals, as defined in the Americans with Disabilities Act 2010 final regulations, are allowed throughout the Market boundaries, and are not restricted to the eastern and western sidewalks. Resolution No. 2018-12.

Vendor Operating Policies

1. Market Vendor Requirements

Those who participate in selling at the Market must be the owner and/or producer of their goods, represent at least one (1) vending category, as defined within this Handbook, and be approved through a jury process or site visit, as outlined in Appendix 6.

2. Hawking

Hawking (to offer for sale by calling aloud in public) is prohibited.

3. Sale and Distribution of Non-Approved Items

The sale, distribution, or display of non-approved items such as canned or bottled beverages, literature, information, signage, etc. not related to the Vendor's products or services is prohibited.

4. Public Health Management

To ensure the Market is creating a safe and non-hazardous environment to the public, all Vendors will abide by the following public health measures:

- a. **Waste Management.** Vendors are responsible for the set-up, clean-up, and safe operation of their assigned space. Vendors will provide their own receptacles/bags to manage waste, then must take any waste they generate with them at the end of the Market day. Waste receptacles in the Market are for use by Market customers and should not be used by Vendors for their waste. The dumpsters located throughout the downtown area are privately owned and are not for Vendors' use. Unauthorized use of other's solid waste container(s) is considered "theft of services" Pursuant to Idaho Code 18-2403(5)(c). This activity is a misdemeanor crime and punishable by up to a \$1,000 fine, plus court costs and up to one year in jail.
- b. **Health Regulations.** The Idaho Public Health Department conducts unscheduled inspections for compliance with relevant health and safety regulations throughout the Market Season to ensure public safety and adequate health practices. The Community Events Manager and/or a Public Health Department representative will enforce applicable State and Local requirements and have the authority to stop the sale of any items that are in violation of these regulations.
- c. **Grey Water.** Vendors are required by Idaho State Law, when applicable, to deposit grey water waste in the receptacle provided at the Market. No grey water or other waste water, fat, grease, oil, or other liquid shall be placed in the gutter or in a City storm water catch basin or other City water collection system. The Market provides a grey water dump station for use by Vendors. Grey water must be disposed of at this dump station. Vendors must take with them their non-grey water waste at the end of Market day.

5. Generators

The Market does not allow the use of generators during operating hours.

6. **Decorum / Etiquette**

The Market requires and expects considerate, polite, common sense, and friendly cooperation among all Vendors and toward other Market participants, and patrons. Vendors shall respect the authority of the Community Events Manager and Staff. Vendors shall respect the rights of the other Vendors, participants, and patrons. If a Vendor feels that he or she is being treated unfairly or in an unprofessional manner by the Market Community Events Manager, such complaint shall be made only to the Assistant City Supervisor.

7. **Participation in Market Promotion**

Participation in the Market acts as a grant of permission to City to use photographs and other images of Vendors for promotional purposes, without compensation. All Vendors give permission to City to release the Vendor's preferred method of contact information (name, business name, address, or phone numbers) to requesting patrons and other organizations for promotional purposes and for publication by print media, video, or motion picture.

8. **Signage**

All Vendors are encouraged to display at their booth the Vendor's business name, City, and State of operation. Vendors subject to signage requirements as listed under any Federal, State or City regulation, must comply. All signage must be contained within the Vendor's designated eleven foot (11') by fifteen foot (15') space(s).

9. **Pricing**

Market Vendors shall post clearly visible pricing for each item.

10. **Packaging and Labeling**

The Market encourages the use of recyclable packaging, and prohibits the use of Styrofoam packaging. All packaged food products (e.g., jams, jellies, salsa, nuts, etc.) must be labeled. Labels must include the Vendor's name and address; ingredients listed in order of volume (most to least); and potential allergenic ingredients. It is recommended that Vendor's also list their phone number on the label.

11. **Annual Gross Sales Reporting**

All Vendors are required to report their Annual Gross Sales by the third Wednesday in November, utilizing the online management software they register with, or via paper format. Individual Vendor reports will be kept confidential by Market Staff. Aggregate data will be used for future grant proposals, economic impact data collection, and Market reports. ***Failure of Market Vendors to report Annual Gross Sales, as required under this Policy, will result in said Vendor being disqualified to participate in the following Market Season. No appeals process provided.***

12. **Idaho Sales Tax Reporting**

Vendors must complete an Idaho Sales Tax Form ST-124 as required by the Idaho State Tax Commission. All Vendors are required by law to have a copy of Form ST-124 in their assigned space at all times. The State Tax Commission reserves the right to perform unscheduled inspections for tax compliance throughout the Market Season.

13. **Agreement to Hold Harmless, Defend, and Indemnify**

In order to participate in the Market, all Vendors shall sign an agreement that holds City harmless for any and all actions or inactions of every Market Vendor or person associated with such Vendor, and agree to defend and indemnify City for any claim filed against City related to any and all activities which are associated with the Vendor, the Market, or the Vendor's business.

14. Permits and Licenses

At the time of application, all Vendors shall provide current copies of any permits and licenses applicable and necessary for the sale of their products. For a list of permits and licensing resources, please refer to Appendix 5.

15. Third Party Certifications

All Vendors presenting products as third-party-certified, such as organic, Certified Naturally Grown, etc., shall include the authorized certification form with their Vendor application. Certification will be checked for compliance with the certifying entity or organization. Vendors not in compliance with their certification requirements, or cannot produce a current certification, will be required to remove signage stating the certification(s).

16. Annual Vendor Orientation

All Vendors are required to attend the mandatory annual Vendor Orientation meeting prior to start of Market Season, at a date and time set by the Community Events Manager. Failure to attend will result in one of the following scenarios:

- Tier 1 Vendors: Loss of eligibility to participate in the upcoming Market season.
- Tier 2 Vendors: Loss of eligibility to participate in the upcoming Market season.
- Tier 3 Vendors: Loss of designated Market space.

If illness, emergency, or another unanticipated conflict forces absence, the Vendor must contact the Community Events Manager as soon as they are able.

17. Non-Attendance

Vendors are required to communicate with the Community Events Manager on or before the Friday before the Market day that will be missed. If illness or emergency forces non-attendance, the Vendor must contact the Community Events Manager as soon as they are able.

18. Setup

Setup may begin at 5:00 a.m. Vendors are to enter on 5th Street, pull into their assigned space, unload their items to the sidewalk, and exit via 3rd Street or 6th Street. Vendors will park their vehicle a minimum of two (2) City blocks away from the Market (parking is available at Moscow City Hall and the adjacent Jefferson lot. See Appendix 8 – Vendor Parking Map. Once a Vendor's vehicle is parked, they can then begin setting up for their space for the Market. **Large vehicles and trailers should arrive early to allow sufficient time for unloading during setup.** Vendors must allow for traffic flow and may not block the main thoroughfare. 5th Street will be closed to all vehicles at 7:15 a.m. Vendors must be in their assigned space and be unloaded by 7:30 a.m. All vehicles must be off Main Street by 7:30 a.m., unless otherwise specifically allowed by the Community Events Manager. All tents must be placed as close to the adjacent curb as is physically possible, unless specifically authorized by the Community Events Manager to do otherwise.

19. Take-Down

5th Street will remain closed to Vendor traffic until 1:10 p.m. to ensure the safety of any children and patrons who may still be in the main thoroughfare. During this time, Vendors may begin to disassemble their space and move items to the sidewalk before retrieving their vehicle. **Vendors shall not retrieve their vehicle before items are ready to be loaded.** No vehicle may enter or leave the Market Location unless directed to do so by the Community Events Manager, a Peace Officer, or an emergency services provider. Vendors must allow for traffic flow and may not block the main thoroughfare. Vendors may continue loading their items from the sidewalk after 2:00 p.m. if their vehicle is off Main Street, in the parking stall, and facing the direction of traffic flow. The City requires that the Market Location be completely vacated by Vendors and made available to the public by 2:00 p.m.

20. Early Departure / Selling Out

Vendors requiring early departure must inform the Community Events Manager and obtain permission prior to leaving. Vendors must carry goods, supplies, and equipment out of their assigned space without using a vehicle. Vendors that sell out are encouraged to remain in their assigned space, but may pack-up items and carry them out without the use of a vehicle.

21. Vendor Space Assessment

All Vendors are subject to a Market space walk-through by the Community Events Manager and/or members of the Farmers Market Commission acting in an official capacity. The purpose of the on-site walk-through is to ensure all Vendors are current on required permits and licenses, and also to inspect the Vendor's goods and operations. Vendors found to be violating Market policies will be subject to penalties.

22. Resale

The resale or reselling of any product is strictly prohibited.

Policy Violations

Unless explicitly stated, violation of any Policy will be subject to the penalties outlined below. The purpose of penalties is to encourage communication between Vendor(s) and Market Management to correct the action so that the Vendor, where possible, may continue to sell goods within the Market. Penalties are cumulative whether the same Policy has been violated multiple times or multiple Policies violated multiple times. Nothing related to the Market's penalties shall affect, in any way, other laws and/or regulations with which Vendors must comply (e.g., health, tax, police, fire, etc.).

Penalties: All penalties will be issued via a carbon copy format; one (1) for the Vendor's records, and one (1) for the Market's records. See Appendix 4 – Moscow Farmers Market Notice of Penalty.

- **First Penalty** – A verbal warning shall be given to the Vendor.
- **Second Penalty** – A written warning shall be given to the Vendor. Vendor will provide Management an email or letter that states how the Vendor will correct the behavior. Failure to receive a statement from the Vendor will result in a forced absence for the next Market attendance.
- **Third Penalty** – A fifty dollar (\$50) fine will be imposed upon the Vendor. Failure to remit payment will result in the Vendor being prohibited from attending Market until the fine is paid.

Enforcement

The City of Moscow Farmers Market ("Market") Policies will be enforced by the on-site Community Events Manager and/or in consultation with the Assistant City Supervisor, depending on circumstances. As the Market Location encompasses public right-of-way or City-controlled property, City reserves its right to regulate activities which occur within such public property. All Vendors agree to abide by Market Policies upon acceptance into the Market.

Egregious Behavior and Offense

In the cases of a Vendor(s) acting in threatening or belligerent behavior, Management has the right to cease sales for the remainder of the Market and have the Vendor be dismissed early from the Market. Management will issue a penalty and present a case of expulsion or termination from the Market to the Farmers Market Commission. Vendor will be provided an opportunity to state their case, either orally, or in writing.

Appeals Process

If a Vendor has been found in violation of Market Policies, and where the Vendor believes the penalty imposed is based upon inaccurate or incomplete information, or would constitute an unfair action if imposed, the Vendor may use the appeals process.

- Vendor(s) who have been issued a penalty for an alleged Policy violation may appeal the decision within five (5) business days of the violation.

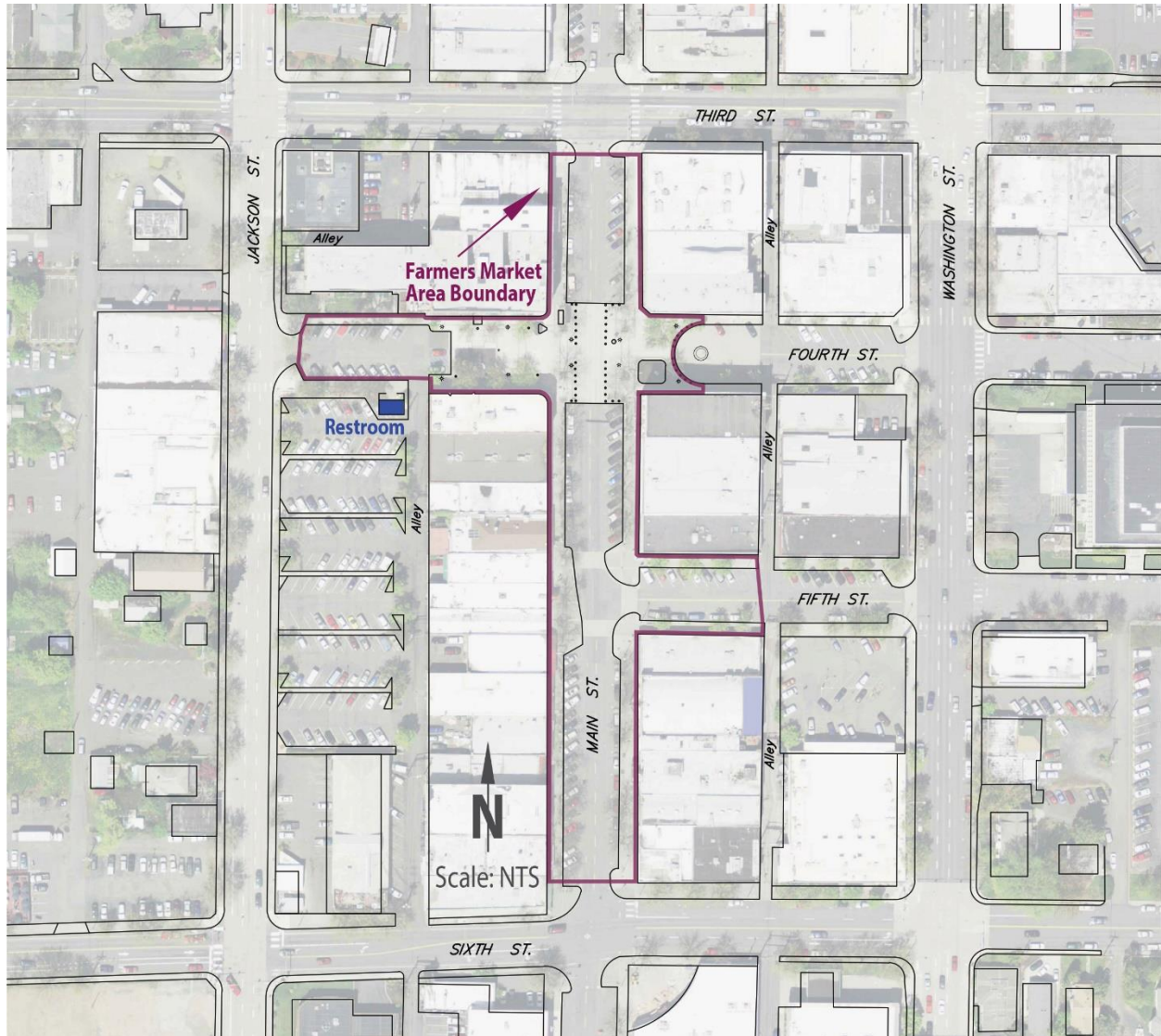
- Appeals must take the format of a written statement, detailing the reasons as to why the Vendor did not violate the Policy. Statements must be addressed to the Assistant City Supervisor.
- Vendor(s) may only appeal the alleged violation one (1) time.
- Any decision regarding the appeal will be rendered within five (5) days of receiving the appeal, and shall be final.

Effective Date

These policies shall be effective upon approval by the Moscow City Council.

Appendices

Appendix 1 – Moscow Farmers Market Map and Boundaries



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Appendix 2 – Moscow Farmers Market Vendor Fees

Number of days in attendance at the Market & associated fee by stall size									
Tier 1 (\$15 reg. fee)	1	2	3	4	5	6	7	8	
11'x15' (\$30/day)	\$30	\$60	\$90	\$120	\$150	\$180	\$210	\$240	
5'x15' (\$15/day)	\$15	\$30	\$45	\$60	\$75	\$90	\$105	\$120	
Tier 2 (\$50 reg. fee)	9	10	11	12	13	14	15	16	17
11'x15' (\$20/day)	\$180	\$200	\$220	\$240	\$260	\$280	\$300	\$320	\$340
5'x15' (\$12/day)	\$108	\$120	\$132	\$144	\$156	\$168	\$180	\$192	\$204
Tier 3 (\$125 reg. fee)	18	19	20	21	22	23	24	25	26
11'x15' (\$15/day)	\$270	\$285	\$300	\$315	\$330	\$345	\$360	\$375	\$390
5'x15' (\$9/day)	\$162	\$171	\$180	\$189	\$198	\$207	\$216	\$225	\$234
Additional Amenities									
Electricity <i>Limited outlets, 16 amp max</i>	Flat rate of \$10/day, regardless of Tier								
Non-Neighbor Spaces	Flat rate of \$5/day, regardless of Tier								
Vehicle Surcharge	Flat rate of \$15/day, regardless of Tier								
Other Vendor Categories									
Performance/ Busker	\$7 per group								
Youth Vendor	\$6 per group								

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Appendix 3 – Safety Compliance Requirements

The Moscow Volunteer Fire Department requires Vendor compliance with the following items at all times. Vendors are subject to inspection on an irregular basis for these requirements:

1. Tents, Canopies, Umbrellas, etc.
 - a. Weights are required on all types of coverings utilized by Vendors to reduce risk and harm from blow down. Each anchor point must have no less than twenty-four pounds (24 lbs.) weighing it down.
 - b. Weights requiring tethering shall:
 - i. Not create a tripping hazard;
 - ii. Use lines that are visible with soft edges to avoid abrasions; and
 - iii. Be securely attached to the tent, canopy, etc., at ground level, and not above a person's head, to prevent a clothesline effect.
 - c. Any part of a tent, canopy, etc., in a walkway, will apply red or florescent tape to prevent tripping hazards.
2. Fire Extinguishers
 - a. Vendors shall make arrangements for annual service of their fire extinguishers and ensure that a 'verification tag of service date' is in place.
 - b. A minimum of one (1) five pound (5 lb.) ABC type portable fire extinguisher is required for each Vendor with any type of cooking device or warming plate.
 - c. A class K rated portable extinguisher is required for deep-vat fry cooking equipment involving vegetable or animal oils and fats.
3. Portable Cooking devices
 - a. The national standard set by the National Fire Protection Agency (NFPA) 701 applies to the Market regarding portable cooking devices under any type of coverings. Vendors using this method to prepare or cook food shall do one (1) of the following:
 - i. Provide a certificate from an approved testing laboratory that states the covering's materials and performance meet the criteria outlined in NFPA 701; or
 - ii. Provide the brand of flame-retardant used to treat the covering. Treatment application must be through an approved manner that meets the flame propagation performance criteria outlined in NFPA 701.
 - b. No combustible material shall be within five feet (5') of any open flame or portable cooking device.
 - c. Portable cooking devices with a smoke stack must be a minimum of five feet (5') from any combustible material.
 - d. Secure compressed gas cylinders to prevent tipping and potential damage to the stem and/or regulator. Approved methods include chained to a stable structure or placed in a milk crate. Always secure gas cylinders in an upright, vertical manner on a flat surface.
4. Electrical Cords
 - a. All electrical cords shall be Underwriters Laboratories (UL) Approved.
 - b. Cover all electrical cords to prevent tripping hazards.
5. Fire Lanes: A minimum fire lane of twenty-five feet (25') shall be maintained at all times.

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Appendix 4 – Moscow Farmers Market Notice of Penalty

CITY OF MOSCOW, IDAHO			
FARMERS MARKET			
NOTICE OF PENALTY			
☐ 1 st Penalty	☐ 2 nd Penalty	☐ 3 rd Penalty	Date of Penalty: _____
Vendor: _____		Date of Notice to Vendor: _____	
Explanation of Infraction (reference to specific Farmers Market Policy): _____			

Vendor's response/explanation (optional): _____			

USE REVERSE OR OTHER PAPER IF NECESSARY			

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Appendix 5 – Permits, Licensees, and Resource Contacts

Permits and licensing information is different for each Vendor category. The following list is not exhaustive and is meant for user education purposes.

Food & Drug Administration (FDA) Food Safety Modernization Act (FMSA) Preventative Controls in Human Food Rule – Value-added projects and processed products made on-farm and in licensed commercial kitchens

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/ucm525201.htm>

Public Health – Idaho North Central District

333 East Palouse River Drive
Moscow, ID 83843
(208) 882-7506 or (208) 799-3100
<https://www.latah.id.us/ncdhd/>

Idaho State Seed Lab (ISDA) Seeds

2240 Kellogg Lane
Boise, ID 83712
(208) 332-8630
www.agri.idaho.gov

Idaho State Tax Commission

800 Park Blvd., Plaza IV
Boise, ID 83701
(800) 972-7660 or (208) 334-7660
www.tax.idaho.gov

Moscow Fire Department

229 Pintail Lane
603 South Main
Moscow, ID 83843
(208) 882-2831
jwilliams@ci.moscow.id.us

Self-guided tool to determine if FMSA Produce Safety Rule applies to your farm

https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSIEq749AF

State of Idaho Alcohol Beverage Control Idaho State Police

700 S. Stratford Dr., Ste. 115
Meridian, ID 83642
(208) 884-7060
<https://www.isp.idaho.gov/abc/>

State of Idaho – Department of Agriculture (ISDA) Bedding plants, landscape plants, fresh or cut flowers

2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701-0790
(208) 332-8620
www.idahoag.us

State of Idaho – Department of Agriculture (ISDA) Dairy Bureau

2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701
(208) 332-8550

State of Idaho – Department of Agriculture (ISDA) Egg handler/dealer

2270 Old Penitentiary Road
P O Box 790
Boise, ID 83701-0790
(208) 332-8500
www.agri.idaho.gov
<https://adminrules.idaho.gov/>

State of Idaho – Department of Agriculture (ISDA) Food Safety Modernization Act (FMSA) Produce

Safety Rule – Fresh produce (fruits, vegetables, herbs, and other food crops)

2270 Old Penitentiary Road

P O Box 790

Boise, ID 83701

(208) 332-8698

<https://agri.idaho.gov/main/inspections/fsma-main/>

State of Idaho – Department of Agriculture (ISDA)

Organic

2270 Old Penitentiary Road

P O Box 790

Boise, ID 83701-0790

(208) 332-8673

www.idahoag.us

State of Idaho – Nursery

Plant Industries Division

P O Box 790

Boise, ID 83701

(208) 332-8620

www.agri.idaho.gov

State of Idaho Weights and Measures

2270 Old Penitentiary Road

P O Box 790

Boise, ID 83701-0790

(208) 332-8620

www.idahoag.us

University of Idaho Community Food Systems

Educator Colette DePhelps

Ag Science 333

875 Perimeter Dr.

MS2338

Moscow, ID 83843

(208) 883-4003

cdephelps@uidaho.edu

University of Idaho Extension FMSA Food Safety for Produce Growers

322 E. Front Street, Ste. 190

Boise, ID 83702

(435) 287-8773

<http://www.uidaho.edu/extension/food-safety-for-produce-growers>

University of Idaho Latah County Extension

Small Farmers Educator, Iris Mayes

200 S. Almon St., Ste. 201

Moscow, ID 83843

(208) 883-2267

latah@uidaho.edu

www.uidaho.edu/extension

Bees (Apiary). Idaho Bee Inspection Program. All beekeepers are required to register their bees with the Idaho State Department of Agriculture (ISDA) and pay a registration fee, as well as a honey advertising tax on each colony of bees.

<https://agri.idaho.gov/main/plants/bees-apiary-inspection/>

Dairy. Selling raw milk; information on small herd exemptions, and selling shares of raw milk.

Idaho State Department of Agriculture, Dairy Bureau (208) 332-8550.

<https://agri.idaho.gov/main/animals/dairy-bureau/>

Eggs. It is a requirement under [Title 37, Chapter 15](#), Idaho Code, "Egg and Egg Products" and [IDAPA 02.02.11](#) "Rules Governing Egg and Egg Products" to comply with the laws and rules if you are a distributor of egg and/or egg products or if you have three hundred (300) or more birds. If an individual **has less than three hundred (300) birds**, the eggs can be sold without complying with the requirements; however, the eggs must be clean and the container must be labeled with the individual's name, address, phone number, and the words "UNGRADED EGGS".

<https://agri.idaho.gov/main/animals/avian-species/eggs/>

Fresh Produce. The Food Safety Modernization Act (FSMA) Produce Safety Rule was made final on January 26, 2016, and establishes science-based minimum standards for the safe growing, harvesting, packing and holding of fruits and vegetables grown for human consumption. Many, if not all farms, will be impacted by at least part of the FSMA Produce Safety Rule, even those that are very small. Compliance dates for some parts of the rule are already underway, with full compliance for many farms starting in January 2018. The FDA has a brief summary of the key requirements for the final Produce Safety Rule available on their website.

<https://www.fda.gov/downloads/Food/GuidanceRegulation/FSMA/UCM472887.pdf>.

The University of Idaho has developed a self-guided tool to determine if the FSMA Produce Safety Rule applies to your farm. https://uidaho.co1.qualtrics.com/jfe/form/SV_8D1ucSIEq749AF.

For regulatory compliance in Idaho, <https://agri.idaho.gov/main/inspections/fsma-main/>.

For regulatory compliance in Washington, https://agr.wa.gov/FoodAnimal/FSMA/FSMA_food.aspx

Meat. Idaho does not have any State inspected meat processing facilities so all meat sold by the cut at the Farmers Market needs to be processed in a USDA approved facility. Contact your local Health Department at (208) 882-7506 for any food license requirements and additional information on best practices for selling meat in the Market. <https://agri.idaho.gov/main/animals/>

Nursery, Florists, and Landscaping. Anyone who engages in, conducts, or carries on the business of propagating, growing, selling, dealing in, or importing into Idaho, for sale or distribution, any nursery or florist stock, or engages in the installation of landscape plants, or acts as an agent, salesman, or solicitor for any nurseryman, florist, landscape contractor, or dealer in nursery or florist stock, must first obtain a license to do so from the Idaho State Department of Agriculture. Pursuant to Idaho Code § 2305(2), sellers with less than \$500 gross annual sales are exempt from licensing.

<https://agri.idaho.gov/main/plants/nurseries-florists-and-landscaping/>

Organic. The Idaho State Department of Agriculture's Organic Certification Program is an accredited certifying agent of the USDA's National Organic Program. It provides certification services for crops, wild crops, livestock, and handlers/processors. The Department also provides material registration for manufacturers who produce inputs used in organic production. <https://www.usda.gov/topics/organic>

Poultry. Poultry sales and processing regulations fall under Idaho Health and Welfare, but your local Health Department (Idaho North Central Health District) is your contact for making sure you are in compliance at (208) 882-7506 or (208) 799-3100. <http://idahopublichealth.com/79-environmental-health/92-food-protection>.

Processed and Value-Added Foods. The Food Safety Modernization Act (FSMA) Preventative Controls for Human Food Rule was finalized in 2016. Compliance dates for some businesses began in September 2016 and additional compliance dates for farms and very small businesses will begin in September 2018. It is important to understand how the PCHF Rule applies to your business. FDA website on the FSMA Final Rule for Preventive Controls for Human Food. <https://www.fda.gov/Food/GuidanceRegulation/FSMA/ucm334115.htm>.

See pages 7 and 20 of the FDA PCHF Compliance Guide to determine if you have to comply with the rule. <https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/UCM526507.pdf>.

Please note, all facilities are required to notify FDA about their compliance status. To learn more about notifying FDA, see page 18 of the Compliance Guide.

Soil and Plant Amendments. Registration with ISDA is required in order to distribute soil or plant amendments in the State of Idaho. <https://agri.idaho.gov/main/plants/>

Weights and Measures. ISDA W&M requires any weighing or measuring instrument or device used for commercial purposes in the State of Idaho, to be licensed annually. This includes scales to measure produce at the Market. <https://agri.idaho.gov/main/weights-and-measures/>

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Appendix 6 – How to Become an Approved Vendor

Basic Requirements:

- ☐ I am the grower/producer of my products
- ☐ My business operates within 200 air miles of Moscow, Idaho

Specific Requirements:

Site Visits – Those wishing to sell items that qualify them as an Agricultural Vendor are subject to a Site Visit of their operation either before or during the Market Season. ***While this is a requirement for Agricultural Vendors, ALL VENDORS are subject to a site visit.*** The Market schedules Site Visits in advance and includes members from the Farmers Market Commission and Farmers Market Staff. The purpose of a Site Visit is to learn more about a Vendor's operation and ensure compatibility between the on-site practices and the Market's values and philosophies. The Market requires that Agricultural Vendors, that are in the sub-category of Forager, disclose where product was harvested within a five [5] square mile description. The Market reserves the right to require a Vendor to sign a disclosure form, under penalty of perjury, stating that no laws were violated in harvesting or selling of wild mushrooms, plants, or berries.

Craft & Food Jury – Those wishing to sell items that qualify them as a Non-Agricultural Vendor (Prepared Food Vendor and/or Craft/Artisan Vendor) shall do the following:

- Submit a Craft and Food Jury Reservation Form
- Submit a current permit or Food Risk Assessment Form completed by the Public Health Department (only applicable to Prepared Food Vendors)

The Craft & Food Jury provides an opportunity for potential Vendors to display their items as if they were at the Moscow Farmers Market. The Market provides participants one six foot (6') table for set up. Participant(s) has one (1) hour to set-up prior to the start of the Jury. At the end of the Jury, participants have one (1) hour to take down their display and collect their supplies. The Market will discard any items or supplies left behind. A jury panel handles, examines, and/or tastes presented items. Jury panelists are comprised of Farmers Market Commission members, Arts Commission members, and other community residents selected for their expertise. A participant's score is based on the following:

- Table Display
- Sourcing
- Product Design and Integrity

Note for Prepared Food Vendors: Additionally, Prepared Food Vendors shall provide examples of their product's packaging. The Market prohibits the use of Styrofoam packaging. Ingredient labels must clearly indicate potential allergenic items and will list ingredients by volume (most to least).

Each evaluator completes a Jury Score Card (examples provided below) per participant. Score cards are tallied and an average score is provided per participant. The Market requires that

participants receive a minimum score of seventy percent (70%) to be qualified to participate in the Market. The Community Events Manager reserves the right to select fewer qualified Vendors based on availability of space and current Market product mix. The Community Events Manager notifies prospective Vendors of the Jury results within two (2) business days. Upon approval, qualified vendors are expected to attend the mandatory Annual Vendor Orientation and may begin the registration process. Paperwork must be completed and submitted prior to requesting a space assignment. Approval does not equate to receiving space at the Market. Prospective Vendors who do not receive the minimum qualifying score may re-submit a Reservation Form and re-jury at a later date. Upon request, the Community Events Manager provides evaluation feedback to prospective Vendors seeking to make improvements to their operation.

ARTISAN/CRAFT CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes <i>(shared with prospective vendors that request them and are entered into the Market's record database)</i>
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Items are relatable and present a cohesive theme				
	Product list is present and prominently displayed with prices (prices listed on each item is an acceptable substitute)				
SOURCING	Products feature local sourcing (4 points)				
	Material choices reveal a consideration for environmental and economic sustainability				
	Material choices are sourced locally within a 200-air mile radius				
PRODUCT DESIGN AND INTEGRITY	Products offer a distinct look and feel not readily duplicated (12 points)				
	Unique				
	Structurally intact				
	Exhibit craftsmanship				
	Exhibit original design				
	Reflect local/regional area				
	Made by the prospective vendor without excessive reliance on ready-made or mass-produced elements (e.g. pre-die-cut objects, pre-fabricated objects, stamp kits, promo items, etc.)				
Display: Sourcing: Product design & integrity:				Minimum qualifying score: <u>15.5/22 = 70%</u> Participant's score: <u> /22 = %</u>	
All products accepted: ☐ Yes ☐ No (list products not accepted below)					
Notes to the Community Events Manager:					

HOT/PREPARED/PROCESSED/ PACKAGED FOOD CRITERIA		Poor (0)	Average (1)	Excellent (2)	Notes <i>(shared with prospective vendors that request them and are entered into the Market's record database)</i>
DISPLAY	Display is visually appealing (6 points)				
	Neat and attractive				
	Item arrangement reveals forethought for customer engagement				
	Menu is present and prominently displayed with prices				
SOURCING	Products feature local sourcing (4 points)				
	Ingredient choices reveal a consideration for environmental and economic sustainability				
	Ingredient choices are sourced locally within a 200-air mile radius				
PRODUCT DESIGN AND INTEGRITY	Product flavors & textures are appealing (6 points)				
	Appearance (sight)				
	Flavor (taste) & Aroma (smell)				
	Unique with an innovative approach to cuisine and original recipes by prospective vendors				
	Products presented in an appetizing manner (6 points)				
	Ingredient(s) label present and distinct				
	Potential allergen warnings clearly listed				
	Serving and packaging techniques exhibit adequate food safety practices (e.g. hot food served at appropriate temperatures, dairy products served at appropriate temperatures, packaged food seals are unbroken, etc.)				
Display: Sourcing: Product design & integrity:			Minimum qualifying score: <u>15.5/22 = 70%</u> Participant's score: <u> /22 = %</u>		
All products accepted: ☐ Yes ☐ No (list products not accepted below)					
Notes to the Community Events Manager:					

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Appendix 7 – Friendship Square Use Policy during Farmers Market Season

Resolution No. 2012-05

RESOLUTION NO. 2012 - 05

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY FOR THE USE OF FRIENDSHIP SQUARE ON MARKET DAYS DURING THE FARMERS MARKET SEASON; PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Friendship Square is City property owned, operated, and controlled by the City; and

WHEREAS, Friendship Square functions, in part, as a downtown meeting place, a place for arts performances, playground and visiting uses, protests and demonstrations, and the presentation to the public of various messages, ideas, and public expressions; and

WHEREAS, Moscow's Farmers Market (hereinafter "the Market") has been in existence for many years; and

WHEREAS, the Market is an integral part of various downtown Saturday activities during the months of May through October annually; and

WHEREAS, multiple individuals and groups (in increasing numbers) seek to access the Farmers Market audience and participants (also increasing in number) by utilizing a portion of Friendship Square on Market days; and

WHEREAS, the City wishes to make space in Friendship Square available to individuals and groups to allow them to present their messages, ideas, opportunities, and information on Market days (Saturdays) during the Farmers Market Season; and

WHEREAS, the Council believes that these Friendship Square regulations comprise Constitutionally reasonable time, place, and manner restrictions and coordination of uses in Friendship Square during Market days; and

WHEREAS, the City also wishes to coordinate Friendship Square uses by reserving portions of Friendship Square for pedestrian, music, arts and other performances, visiting, emergency access, playground uses, recreation, and other uses and access to the Market and Main Street; and

WHEREAS, coordination and accommodation of such multiple uses in Friendship Square on Market days are consistent with the law, City goals and values, and will support Market activities without undue interference with the Market;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

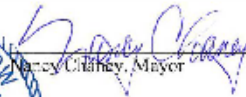
The attached *Friendship Square Use Policy During Farmers Market Season* is hereby adopted and shall be effective upon publication according to law.

PASSED AND APPROVED by the Council and Mayor of the City of Moscow, Idaho, this 16th day of April, 2012.

ATTEST:


Stephanie Kalasz, City Clerk




Nancy Clancy, Mayor

FRIENDSHIP SQUARE USE POLICY
DURING FARMERS MARKET SEASON

- A. **Definitions.** For purposes of this Friendship Square Use Policy During Farmers Market Season ("Policy"), certain words and terms used herein are defined as follows:

City of Moscow Farmers Market, Farmers Market, Market. City-sponsored selling and associated activities which take place every Saturday from May through October in the downtown area which focuses on the sale of locally grown and/or value added produce and goods and which has traditionally occurred in 4th Street and South Jackson Street parking lot (and as shown on Attachment "A" incorporated into this Policy).

Friendship Square. The public pedestrian mall area in downtown Moscow immediately south of the Moscow Hotel, immediately north of the Skattaboe Building, east of the 4th Street and South Jackson Street parking lot and west of Main Street, as designated on the Attachment "A", incorporated into this Policy.

Market day. Every Saturday during the Farmers Market Season (from May through October) during which the Market is in operation, (i.e., 8:00 a.m. to 1:00 p.m. local time).

Speaker(s). A person or entity whose presence in Friendship Square on a Market day is primarily for the purpose of presenting a message, activity or opportunity to the Market audience, participants, and/or members of the public and which message or activity does not compete directly with Market Vendors. This includes individuals or groups who wish to utilize Speakers Space for local arts, philanthropic, charitable, non-profit, social, and other similar purposes governed by this Policy.

Speakers Space. The area generally south of the current emergency access lane, playground and permanent benches in Friendship Square and north of the north wall of the Skattaboe building currently occupied by New Saint Andrews College and Bloom Restaurant (minus the spaces in front of the ingress/egress features) that is currently available for continuing use by Speakers, as described in this Policy and as shown on Attachment "A".

- B. **Background.** Since the establishment of the Farmers Market in the early 1970's, a portion of Friendship Square (adjacent to the Market) has been used during Market hours of operation for local arts, philanthropic, performance, pedestrian, charitable, non-profit, social, and similar purposes. Individuals and groups in Friendship Square during Market days focus principally on getting their "message" or opportunity out to those participating in the adjacent Market (approximately 5,329 people per Market day).

The City wishes to preserve part of Friendship Square (i.e., the area in Friendship Square not identified and set apart as "Speakers Space" in Attachment "A") for the emergency access lane that runs east-west through the entirety of Friendship Square so that it remains free and open for access and/or use by emergency responders. The City also desires to allow for the safe and open use of the established public playground and benches during Farmers Market hours of operation. Additionally, the non-Speakers Space portion of Friendship Square to the north and south of the emergency access lane needs to remain open for visiting, foot traffic, bicycle, stroller, wheelchair, and similar movement through Friendship Square to access the Market and Main Street, and for music, arts, and other programs (including those organized or sponsored by City) that occur within Friendship Square as a multi-faceted downtown public venue.

Because Moscow is an inclusive community with a deep and long-term commitment to education and diversity (in all of its aspects), the City wishes to preserve space to accommodate "messages" and Speakers ("Speakers Space") in Friendship Square.

- C. **Policy Purpose.** The City wishes to coordinate the multiple and varied uses of Friendship Square during Market days of the Market Season. Uses include playground, pedestrian and other travel through Friendship Square, maintenance of an emergency access lane, music and arts performances, demonstrations by various arts groups and the like, and presentations of various messages, ideas, philosophies and opportunities by various individuals and groups who wish access to the Market participants and members of the public on Market day. The City does not intend to control or regulate and coordinate the message or content of a Speaker's "speech" on a Market day, but rather, desires to reasonably regulate and coordinate the time, place and manner of the speech by allowing Speakers to avail themselves of the designated Friendship Square Speakers Space on Market days while continuing to coordinate and accommodate their use of Friendship Square on Market day. Also, the City desires to preserve the principally non-commercial nature of Friendship Square and the Speakers Space to the extent allowed by law.

By this Policy, the City does not wish to interfere with Market Policies or activities and desires that this Policy be administered independently from any Market Policy. Additionally, because of the multiplicity of uses and because of the increased density of occupancy in Friendship Square during Market day operations, with the exception of a "service animal" (as defined in the Americans With Disability Act 2010 Final Regulations), dogs and other animals and pets are not allowed in Friendship Square during the hours of 8:00 a.m. through 1:00 p.m. local time on Saturdays in May through October, unless specifically authorized in writing by the City Parks and Recreation Director for a specific planned event or demonstration (such as a raptor show or magic act).

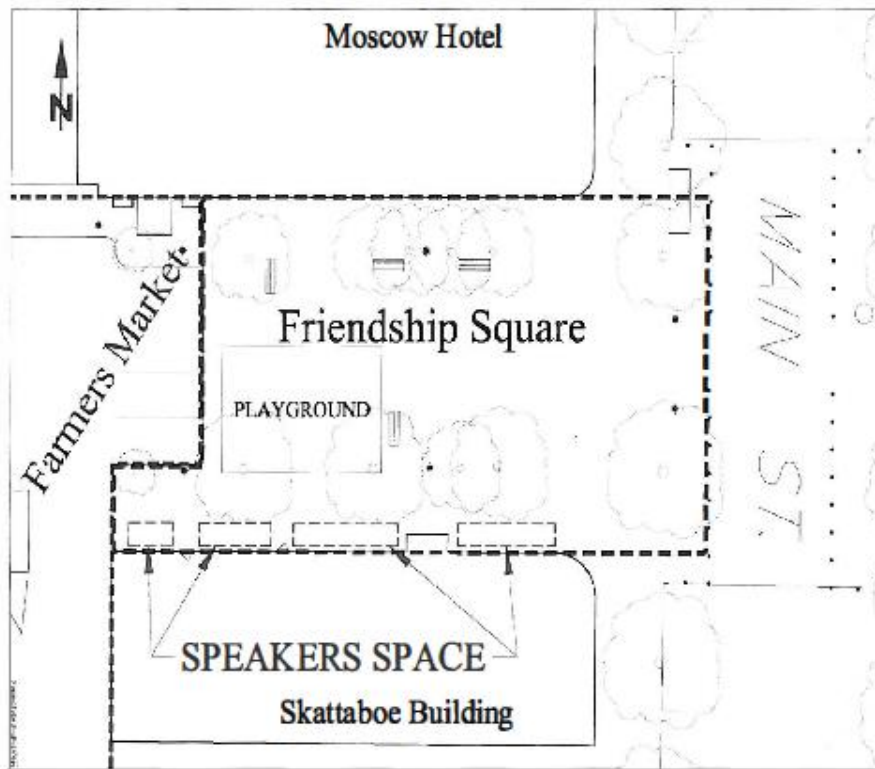
- D. **Speakers' Activities.** Within the Speakers Space, Speakers are allowed to offer information, answer questions, hand out materials, participate in discussions, and/or suggest ideas relative to their cause or message in whatever lawful manner they wish. Speakers may sell or give away promotional and other articles with the sponsoring individual or group's name, logo, cause, or graphic on them. The selling of raffle or other tickets for future local events (plays, concerts, charities, fundraisers, etc.); campaign and other political activities; solicitation and acceptance of donations; fundraising; food drives; and similar commercial speech and/or activities that do not compete with Market Vendors, are allowed in the Speakers Space during Market hours. Speakers may not sell, distribute, or give away any item that is available for purchase from a Vendor in the Market.

"For-profit" individuals and groups may use the Speakers Space if their presence is not intended to and does not result in on-site sales (other than those allowed Speakers by this Policy), taking orders for merchandise and/or for paid services. For-profit concerns may wish to contact the City for information on how to qualify as a Vendor in the Market.

Any individual or group using all or part of the Speakers Space may also move freely within Friendship Square and within public spaces outside of the Market but such Speaker(s) may not conduct business, sales or Speakers activities within the Market. Speakers are allowed to place temporary structures in the Speakers Space (such as a piece of equipment, a table, or self-standing sign), so long as the structures are removed by 2:00 p.m. local time on Market day.

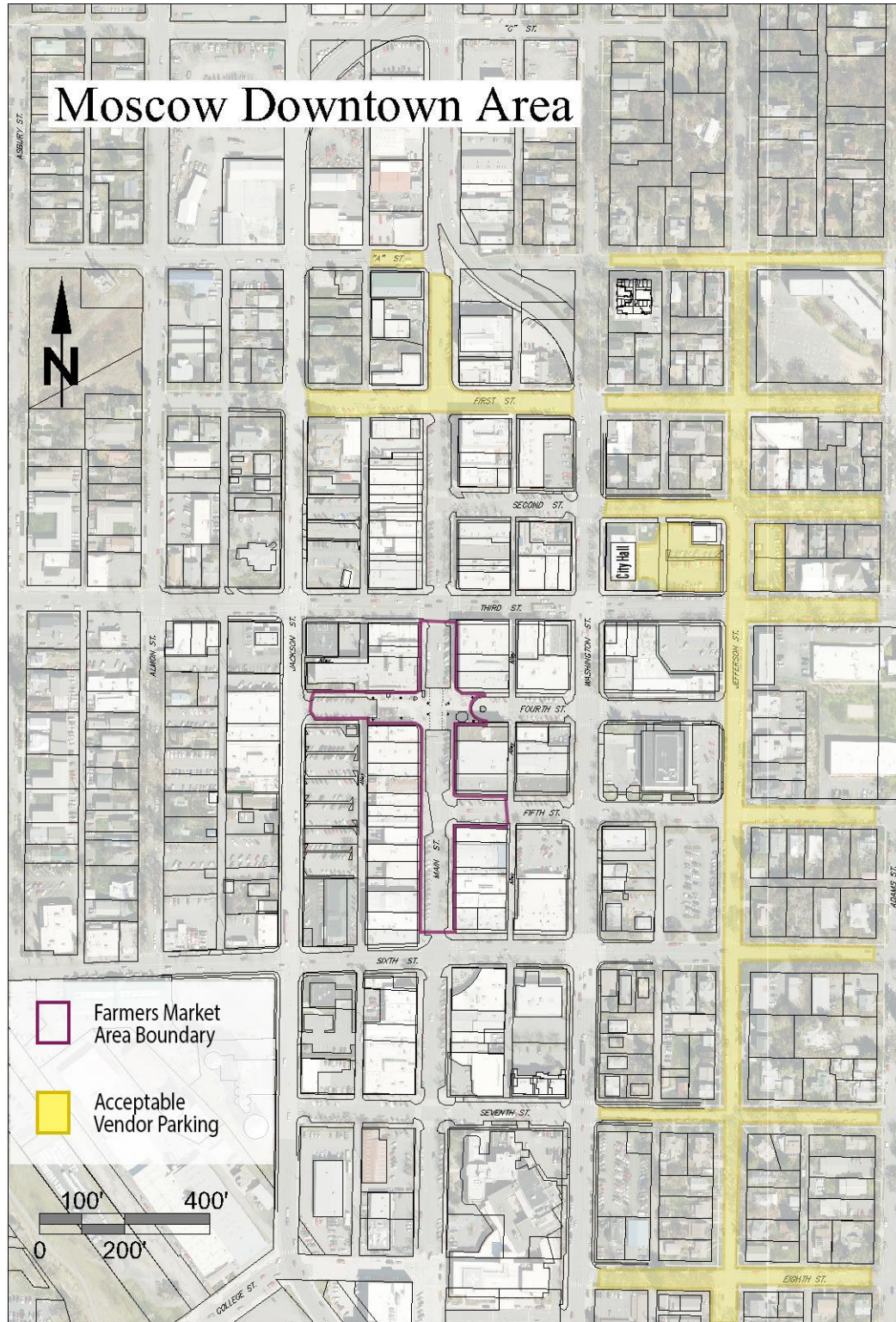
- E. **The Speakers Space,** identified in Attachment "A" attached to this Policy and fully incorporated herein by reference, is reserved for Speakers and Speakers activities during Market days, pursuant to this Policy.
- F. **Alternatives to Speaker(s) Display in Friendship Square.** If there is no Speakers Space available on a Market day pursuant to this Policy, the City may be contacted about using other public facilities and/or other venues or outlets for their messages, such as peaceful moving pickets or demonstrations on City sidewalks outside of the Friendship Square Speakers Space; the use of City parks and other public spaces, venues, and facilities; securing of a Vendor permit pursuant to Moscow City Code Title 9, Chapter 11; using Friendship Square during non-Market hours, etc.

ATTACHMENT "A"



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Appendix 8 – Vendor Parking Map



COMMITTEE STAFF REPORT

DATE: Monday, March 9, 2020



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Palouse Basin Aquifer Committee Alternative Water Supply Management Contract (ACTION ITEM) - Tyler Palmer

DESCRIPTION

The Palouse Groundwater Basin underlies an approximately 500 square mile area of north central Idaho and eastern Washington. Over 60,000 residents of the basin rely on groundwater as the sole source for their municipal supply. Water levels in the lower Grande Ronde aquifer system have been declining since measurements began in the early 1900's. In the 1960's water level concerns resulted in the creation of the Pullman-Moscow Water Resources Committee (hereinafter "PMWRC"), a voluntary, cooperative, interjurisdictional group composed of representatives from each of the major pumping entities in the basin. The group formed to study the aquifer systems in the basin and provide recommendations to the entities for management of the resource.

In 1992, the committee, now known as the Palouse Basin Aquifer Committee (hereinafter "PBAC"), in conjunction with the Idaho Department of Water Resources (hereinafter "IDWR") and the Washington Department of Ecology (hereinafter "Ecology"), enacted a groundwater management plan for the basin. The plan included voluntary pumping targets as well as a call for continued pumping and water level monitoring and research involving hydrogeologic characterization and alternative water supply options. Implementation of the plan has resulted in 13% decline in pumping since 1992, even though the population has grown by over 35%. There is increased awareness among basin residents of the importance of using the resource wisely. Unfortunately, although the rate of decline has lessened and individuals are using less, water levels continue to go down. The committee has come to the realization that additional demand management and augmented supply strategies will need to be implemented to stabilize water levels and ensure a long term, quality water supply for the basin residents.

In 2015, PBAC hired a consultant team to evaluate previously studied water supply projects to determine the most promising supply alternatives to meet current and future water supply demand. In March 2017, the consultant team completed the Palouse Groundwater Basin Water Supply Alternatives Analysis Report, which identified the four most promising water supply alternatives. The report is available on PBAC's website: <http://palousebasin.org>.

PBAC continues to refine the alternatives toward a goal of selecting a viable alternative or a set of alternatives by late 2020/early 2021 to help position PBAC's water supply project in the Idaho Department of Water Resources future water project funding cycle. The estimated capital cost of the four alternatives ranges from \$60 million to \$86 million.

Additionally, PBAC recently contracted for a LEAP (Legislative, Executive, Administrative, Political) Analysis to better identify, inform and engage key stakeholders about the water supply alternatives project. That work is expected to be complete in January 2020. Other community outreach work includes the creation and implementation of the PBAC Stakeholder Engagement Group (SEG). Palouse Basin community members are currently being identified and invited to serve on the SEG.

The City of Moscow is requesting proposals on behalf of PBAC for project management services to further refine these water supply alternatives and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) regarding alternatives (See Scope of Work, below).

PBAC is receptive to working with an individual project manager or a project management team.

STAFF RECOMMENDATION

Recommend approval of the request for proposals for management services.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the request for proposals for management services, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Professional Services Agreement for Alternative Water Supply Project_mb
2. 191220_Alternative_Water_Supply_Project_Manager_RFP_mb
3. Financial Agreement_PBAC_City_Alternative Water Supply Project_mb(revised)

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER
SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND
[CONSULTANT]**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND [CONSULTANT] (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2020, 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 [Consultant], [address] (hereinafter "CONSULTANT").

W I T N E S S E T H :

WHEREAS, CITY intends to contract with CONSULTANT for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project (hereinafter "PROJECT");

WHEREAS, CITY intends to hire CONSULTANT for project management services to further refine the water supply alternatives identified in the *Palouse Groundwater Basin Water Supply Alternatives Analysis Report* and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) that meets the Board's expectations for PROJECT;

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

SECTION I: THE PROJECT

CONSULTANT shall provide professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of consulting services.

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for PROJECT herein are to be prepared by CONSULTANT through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Agreement shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by a similarly situated professional organization. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SECTION III: SCOPE OF WORK

The Scope of Work for PROJECT is detailed in Exhibit “A” attached hereto, and, by this reference, made part of this Agreement.

SECTION IV: COMPENSATION

- A. CONSULTANT shall perform all work necessary to complete PROJECT for an amount not to exceed [dollar amount] (\$), as set out in Exhibit “A”.
- B. Other Considerations Regarding Fees and Costs.

CONSULTANT shall provide monthly invoices for the work completed which shall be reviewed by CITY. The determination of percent of PROJECT work completed shall be made by CITY.

SECTION V: CONSULTANT RESPONSIBILITIES

CONSULTANT shall complete the entire work on PROJECT. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards.

CONSULTANT shall report progress no less than once every one (1) month to PBAC.

Project Management

Project administration and management, including regular coordination with PBAC on project updates, etc.

- Facilitation of project meetings and other activities in order to refine and identify a viable alternative or set of alternatives for Idaho Department Water Resource (hereinafter “IDWR”) funding consideration.
- Work closely with PBAC and other contracted consultants and help support related and ongoing research, including water supply alternatives data gap work.
- Identify interim steps for each alternative to break (scalable) the alternatives into smaller segments.
- Assimilate LEAP Analysis findings and ongoing SEG outreach. Provide updated information and ensure SEG stays current on water supply alternatives. Help address community interests and issues/concerns.
- Identify required tasks and milestones needed to reach Idaho Water Resource Board deliverables, which include:
 - Have an alternative selected or combination of alternatives (or specific action steps identified to do so)
 - Price tag (including the amount that will be matched)
 - Demonstration that we have done work to gain community support
 - Identification of (other) funding resources and matching dollars
- Evaluate and determine unknown work/tasks and advise PBAC on other necessary actions/steps required to meet PBAC’s goal.
- Monthly email progress reports available for review at regularly scheduled PBAC meetings.
- Quarterly progress reports to PBAC.

Deliverables

- Regular communication and coordination with PBAC.
- A final summary report and presentation including conclusions and next steps will be provided to PBAC upon completion of this project and no later than September 2021. Project funding will be provided by PBAC. PBAC will function as the lead organization for the project, UI will act as contract administrator, and IDWR and Ecology will provide technical assistance, if necessary. Funding for this project is contingent upon continuing sponsoring entity fiscal year (July-June) funding allocations.
- The selected party will identify a project manager for this work who will reside locally or be available to travel to the Basin approximately once per quarter and present a progress report or oral presentation at a regular PBAC meeting. The project manager is expected to be available by phone or in-person at monthly PBAC progress meetings in order to provide regular updates.
- PBAC reserves the right to add additional tasks related to this Request for Proposals and associated pursuit and refinement of an Alternative Water Supply Project.

[Additional responsibilities to be added here]

SECTION VI: CITY RESPONSIBILITIES

CITY, at no extra charge to CONSULTANT, shall provide [documents needed], if available.

SECTION VII: PROJECT SCHEDULE

CONSULTANT shall achieve final completion of PROJECT on or before September 30, 2021. In the event of unavoidable delays beyond CONSULTANT's control, CONSULTANT, upon concurrence by CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of CONSULTANT's knowledge of such delays.

SECTION VIII: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONSULTANT is an independent contractor and, as such, neither CONSULTANT nor any officer, employee, or agent of CONSULTANT, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION IX: TERMINATION

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days written notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, including direct expenses and including a percentage of the fixed fee based upon the work completed.

B. Termination of PROJECT.

If any portion of PROJECT covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION X: INSURANCE

A. CONSULTANT's Errors and Omissions Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services. Should CONSULTANT or any of CONSULTANT's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, CONSULTANT has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to CONSULTANT.

B. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

SECTION XI: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and

all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONSULTANTS or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of CONSULTANT or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

SECTION XII: CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the PROJECT which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONSULTANT shall immediately disclose such conflict to the PROJECT Manager (Palouse Basin Aquifer Committee).

SECTION XIII: ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONSULTANT shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Agreement, without the prior written consent and express authorization of CITY.

SECTION XIV: LICENSES AND ADHERENCE TO LAW REQUIRED

CONSULTANT represents that they possess the skill and experience necessary and all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and such laws and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall defend, hold harmless, and indemnify CITY and its employees, agents, and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONSULTANT, CONSULTANT's officers, agents, employees, or its subcontractors.

SECTION XV: NON-DISCRIMINATION

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

SECTION XVI: LEGAL FEES

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

SECTION XVII: JURISDICTION, VENUE AND NONWAIVER

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho. The venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such a right, or a waiver of any subsequent breach.

SECTION XVIII: SPECIAL WARRANTY

CONSULTANT warrants that nothing of monetary value has been given, promised, or implied as remuneration of inducement to enter into this Agreement. CONSULTANT declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONSULTANT shall make this Agreement null and void. CONSULTANT further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good and workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

SECTION XIX: COMMUNICATION

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

Contractor:

City: City of Moscow
Tyler Palmer, Deputy City Supervisor
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

SECTION XX: NON-APPROPRIATION

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

SECTION XXI: APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by the City of Moscow. If any part of this Agreement is held unenforceable, the remaining portions of this Agreement will, nevertheless, remain in full force and effect.

SECTION XXII: EXECUTION

IN WITNESS WHEREOF, said CONSULTANT and CITY have caused this Agreement to be executed on the day and year first above written.

CONSULTANT

CITY

City of Moscow, Idaho

By: _____

By: _____
Bill Lambert, Mayor

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for _____.

Notary Public for _____
Residing at _____
My commission expires: _____

DRAFT

EXHIBIT “A”

DRAFT

CITY OF MOSCOW, IDAHO

REQUEST FOR PROPOSAL (RFP)

FOR

Palouse Groundwater Basin Alternative Water Supply Project: Project Management Services

Submit Proposal to:

City of Moscow

Attn: Tyler Palmer, Deputy City
Supervisor

PO Box 9203

Moscow, Idaho 83843

E-mail: tpalmer@ci.moscow.id.us

Deadline –

5:00 p.m. PST, April 3, 2020

Introduction

The Palouse Groundwater Basin underlies an approximately 500 square mile area of north central Idaho and eastern Washington. Over 60,000 residents of the basin rely on groundwater as the sole source for their municipal supply. Water levels in the lower Grande Ronde aquifer system have been declining since measurements began in the early 1900's. In the 1960's water level concerns resulted in the creation of the Pullman-Moscow Water Resources Committee (hereinafter "PMWRC"), a voluntary, cooperative, interjurisdictional group composed of representatives from each of the major pumping entities in the basin. The group formed to study the aquifer systems in the basin and provide recommendations to the entities for management of the resource.

In 1992, the committee, now known as the Palouse Basin Aquifer Committee (hereinafter "PBAC"), in conjunction with the Idaho Department of Water Resources (hereinafter "IDWR") and the Washington Department of Ecology (hereinafter "Ecology"), enacted a groundwater management plan for the basin. The plan included voluntary pumping targets as well as a call for continued pumping and water level monitoring and research involving hydrogeologic characterization and alternative water supply options.

Implementation of the plan has resulted in 13% decline in pumping since 1992, even though the population has grown by over 35%. There is increased awareness among basin residents of the importance of using the resource wisely. Unfortunately, although the rate of decline has lessened and individuals are using less, water levels continue to go down. The committee has come to the realization that additional demand management and augmented supply strategies will need to be implemented to stabilize water levels and ensure a long term, quality water supply for the basin residents.

In 2015, PBAC hired a consultant team to evaluate previously studied water supply projects to determine the most promising supply alternatives to meet current and future water supply demand. In March 2017, the consultant team completed the *Palouse Groundwater Basin Water Supply Alternatives Analysis Report*, which identified the four most promising water supply alternatives. The report is available on PBAC's website: <http://palousebasin.org>.

PBAC continues to refine the alternatives toward a goal of selecting a viable alternative or a set of alternatives by late 2020/early 2021 to help position PBAC's water supply project in the Idaho Department of Water Resources future water project funding cycle. The estimated capital cost of the four alternatives ranges from \$60 million to \$86 million.

Additionally, PBAC recently contracted for a LEAP (Legislative, Executive, Administrative, Political) Analysis to better identify, inform and engage key stakeholders about the water supply alternatives project. That work is expected to be complete in January 2020. Other community outreach work includes the creation and implementation of the PBAC Stakeholder Engagement Group (SEG). Palouse Basin community members are currently being identified and invited to serve on the SEG.

The City of Moscow (hereinafter “CITY”) is requesting proposals on behalf of PBAC for project management services to further refine these water supply alternatives and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) that meets the Board’s expectations (See Scope of Work, below).

PBAC is receptive to working with an individual project manager or a project management team.

Scope of Work

Project Management

Project administration and management, including regular coordination with PBAC on project updates, etc.

- Facilitation of project meetings and other activities in order to refine and identify a viable alternative or set of alternatives for IDWR funding consideration.
- Work closely with PBAC and other contracted consultants and help support related and ongoing research, including water supply alternatives data gap work.
- Identify interim steps for each alternative to break (scalable) the alternatives into smaller segments.
- Assimilate LEAP Analysis findings and ongoing SEG outreach. Provide updated information and ensure SEG stays current on water supply alternatives. Help address community interests and issues/concerns.
- Identify required tasks and milestones needed to reach Idaho Water Resource Board deliverables, which include:
 - Have an alternative selected or combination of alternatives (or specific action steps identified to do so)
 - Price tag (including the amount that will be matched)
 - Demonstration that we have done work to gain community support
 - Identification of (other) funding resources and matching dollars
- Evaluate and determine unknown work/tasks and advise PBAC on other necessary actions/steps required to meet PBAC’s goal.
- Monthly email progress reports available for review at regularly scheduled PBAC meetings.
- Quarterly progress reports to PBAC.

Deliverables

- Regular communication and coordination with PBAC.
- A final summary report and presentation including conclusions and next steps will be provided to PBAC upon completion of this project and no later than September 2021. Project funding will be provided by PBAC. PBAC will function as the lead organization for the project, UI will act as contract administrator, and IDWR and Ecology will provide technical assistance, if necessary. Funding for this project is contingent upon continuing sponsoring entity fiscal year (July-June) funding allocations.
- The selected party will identify a project manager for this work who will reside locally or be available to travel to the Basin approximately once per quarter and present a progress report or oral presentation at a regular PBAC meeting. The project manager is expected to be available by phone or in-person at monthly PBAC progress meetings in order to provide regular updates.
- PBAC reserves the right to add additional tasks related to this Request for Proposals and associated pursuit and refinement of an Alternative Water Supply Project.

Proposal Requirements

Interested parties must submit ten (10) hard copies and one (1) electronic (Adobe .pdf format) copy of a proposal containing the following minimum information:

- A. A description of your firm, including work history on similar projects, and hydrogeologic or water related engineering experience in the Palouse Basin, and on the Columbia Plateau. Identify experience on large-scale water supply project(s), including current status of the project(s) and consultant's role with project(s). Highlight Idaho and/or Washington water resources experience.
- B. A proposed approach.
- C. An estimate of time required to complete the work by September 2021.
- D. The names, qualifications and utilization of key personnel who will be assigned to this project. Identify current availability of project manager or project management team members, and ability to devote required time to this effort.
- E. A description of project management procedures that will be used to assure adherence to the budget and delivery schedule.
- F. A description of the procedure for internal quality assurance/quality control.

- G. The name, title, address, and telephone number of individuals with authority to negotiate and execute contracts and who may be contacted during the evaluation process.

The proposal shall be limited to 15 pages, not including the cover letter, resumes of key individuals, or section dividers. To be considered for award of this work, sealed proposals must be received at the UI office shown below no later than [REDACTED]. Late proposals will not be considered. Proposals should be mailed to:

City of Moscow
Attn: Tyler Palmer, Deputy City
Supervisor
PO Box 9203
Moscow, Idaho 83843

A pre-proposal conference will be held [REDACTED], beginning at 10:00 AM, at UI Facilities Service Center, Ponderosa Meeting Room (875 Perimeter Drive, University of Idaho), at which time background information will be available for review and questions posed will be addressed. **Please do not contact PBAC or member agency staff during this phase of the consultant selection process for more particular information, personal site visits, etc.** Information requests received prior to the date of the conference will be addressed at the conference.

Special Conditions

A. General Terms

This request for proposals does not commit CITY to enter into an agreement, to pay any costs incurred in the preparation of the proposal or subsequent negotiations, or to contract for the project. All information furnished in this request for proposals was gathered from sources deemed to be reliable. No representation or warranty is intended as to the accuracy or completeness of the information contained herein and CITY reserves the right to alter or cancel this request for proposals.

This Request for Proposal (RFP) is intended to provide Proposers with a common, uniform set of instructions to assist them in the development of their proposals and to provide a uniform method for CITY and PBAC to fairly evaluate proposals. CITY assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this process. In addition, CITY will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by CITY other than those given in writing by the Deputy City Supervisor through the issuance of addenda. In no event may a Proposer rely on any oral statement by CITY or CITY's agents, advisors, or consultants. It is the full responsibility of the Proposer to thoroughly investigate the needs/requirements of CITY.

B. Reservation of Rights

The issuance of this request for proposals does not constitute an agreement by CITY that

any services agreement will actually be entered into by CITY. CITY expressly reserves the right to:

- Waive any immaterial defect or informality in any proposal or procedure.
- Reject any or all proposals.
- Reissue the request for proposals
- Invite additional respondents to the request for proposals.
- Complete the services contemplated by this request for proposals by any other means.
- Request additional information and data from any or all respondents.
- Extend the date for submission of proposals.
- Supplement, amend, or otherwise modify the request for proposals and cancel this request with or without the substitution of another request for proposals.

C. **Negotiation Rights**

The acceptance of a proposal and invitation to negotiate an agreement does not commit CITY to accept any or all of the terms of the proposal. Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated for failure to reach mutually acceptable terms.

D. **Right to Disqualify**

CITY reserves the right to disqualify any respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data. Further, CITY reserves the right to disqualify any respondent on the basis of any real or apparent conflict of interest. By responding to this request for proposals, the respondent agrees that any finding by CITY of any fact in dispute related to this request for proposals or the responses thereto shall be final and conclusive except as provided herein.

E. **Preparation Costs**

Each respondent will be responsible for all costs incurred in preparing a response to this request for proposals. All materials and documents submitted by the respondents in response to this request for proposals will become the property of CITY and will not be returned. As such, they constitute public records which may be delivered to a person making an appropriate request for public records. The selected respondent will be responsible for all costs incurred by it during negotiations.

F. **Affirmative Action Requirements**

Respondent, by submission of a response, agrees to not discriminate against any worker,

employee, subcontractor, or any member of the public because of age, sex (including sexual orientation and gender identity), race, color, religion, creed, marital status, familial status, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities, or otherwise commit an unfair employment practice and further agrees to comply with all Federal, State, and City equal employment opportunity requirements.

Evaluation and Selection

Selection of the party shall be based on the following evaluation criteria:

1. Capability to perform the work including party's history, areas of expertise, and commitment to provide necessary resources to perform and complete the project within the expected project time frame (50 pts);
2. Relevant project experience including similar work performed by the party and clients for which similar work has been performed during the past five years (include name and phone number for appropriate contact persons) (50 pts);
3. Qualifications of project team including experience of key personnel to be assigned to the project and subcontractors (if any) team organization, roles of key personnel, and location of assigned personnel (250 pts);
4. Project approach including how the party proposes to execute each task required to complete the scope of the work, unique aspects of the proposed approach, and alternative approaches that PBAC may want to consider (300 pts);
5. Demonstrated ability to manage the tight timeframe and scheduling aspects of the project (250 pts); and
6. Completeness of proposal (100 pts).

A pre-selected evaluation committee will review and evaluate each proposal based on consideration of those factors set forth above. The evaluation committee may make a selection based solely on the ranked RFPs or it may decide to short list two or three firms and hold interviews. The determination on whether to have interviews as part of the selection process will lie solely with the evaluation committee. An additional maximum of up to 400 pts will be awarded to each party interviewed, if interviews are conducted. Upon selection, a contract will be developed between CITY's administrative representative and the selected party, example draft contract attached.

**FINANCIAL AGREEMENT
BETWEEN CITY OF MOSCOW, IDAHO AND
PALOUSE BASIN AQUIFER COMMITTEE
FOR
PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY
PROJECT**

This Financial Agreement (hereinafter "Agreement"), dated as of the ____ day of _____, 2020, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843, (hereinafter "CITY") and Palouse Basin Aquifer Committee a voluntary, cooperative, interjurisdictional group composed of representatives from each of the major pumping entities in the basin (hereinafter "PBAC"). CITY and PBAC may be referred to herein individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H :

WHEREAS, CITY has agreed to be the administrator for the Professional Services Agreement for the Alternative Water Supply Project (hereinafter "Services Agreement") on the terms set out in the Services Agreement, attached as Exhibit A; and

WHEREAS, PBAC has agreed to fund the costs for said Services Agreement; and

WHEREAS, this Agreement sets out the financial arrangement between the Parties as to, PBAC providing a lump sum payment to CITY before the commencement of services by Consultant and the CITY's duty to use the lump sum money received from PBAC to pay the Consultant for the work detailed in the Services Agreement;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Reimbursement Agreement, the Parties agree as follows:

SECTION I: PAYMENTS/REIMBURSEMENTS

- A. Lump sum Payment. Upon selection of the Consultant and prior to CITY's execution of the Professional Services Agreement between Consultant and CITY for consulting services for the Palouse Groundwater Basin Alternative Water Supply Project, attached as Exhibit A, PBAC shall provide CITY the lump sum cost of the Project before execution of the Agreement and before any work is to commence.
- B. Reimbursement Payments. CITY shall pay Consultant from the lump sum amount received by PBAC pursuant to the agreed payment schedule in the attached Services Agreement.

SECTION II: RECORDS MAINTENANCE

CITY will maintain records that sufficiently and properly reflect all payments made to Consultant per the Services Agreement. These records shall be subject to inspection, review or audit upon request by PBAC.

SECTION III: LIABILITY

Each Party to this Reimbursement Agreement shall be responsible for its own acts and the acts of its officers, employees and agents. No Party to this Agreement shall be responsible for the acts of others. For the purposes of this Agreement, the officers, employees, or agents of each Party who are engaged in the performance of this Agreement will continue to be officers, employees, or agents of that Party and shall not be considered for any purpose to be officers, employees, or agents of any other Party.

SECTION IV: EFFECTIVE DATE AND DURATION

A. Effective Date.

This Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement.

B. Duration.

This Agreement shall be in effect until completion of the Project as outlined in Exhibit A.

SECTION V: DISPUTE RESOLUTION/GOVERNING LAW

A. In the event that a dispute arises under this Agreement, attempts will first be made to resolve any disputes through mediation with a mediator agreed upon by the Parties. If the Parties are unable to resolve any disputes through mediation, any remedies including litigation may be pursued.

B. This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such a right, or a waiver of any subsequent breach.

SECTION VI: ASSIGNMENT

The payment to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by any Party in whole or in part, without the express prior written consent of all other Parties, which consent shall not be unreasonably withheld.

SECTION VII: WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Reimbursement Agreement.

SECTION VIII: NOTICES

All notices, demands, requests, or other communications required to be given or sent to the Parties under this Reimbursement Agreement will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

PBAC

Paul Kimmell
University of Idaho
875 Perimeter Drive MS 3301
Moscow, ID 83844-3301

CITY OF MOSCOW

Tyler Palmer
206 East 3rd Street
P.O. Box 9203
Moscow, ID 83843

Each Party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

SECTION IX: WILLFUL BREACH

Upon CITY becoming entitled to a Reimbursement Payment, PBAC shall have no further liability in connection with the valid termination of the Service Agreement (other than the obligation to pay the City Reimbursement Payments pursuant to this Reimbursement Agreement), whether under the Service Agreement or this Reimbursement Agreement or otherwise to City or its agents; provided that nothing herein shall release any Party from liability (including any monetary damages or other appropriate remedy) for Willful Breach or fraud.

SECTION X: AMENDMENTS, SEVERABILITY, AND COMPLETE AGREEMENT

A. Amendment.

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

B. Severability.

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

C. Complete Agreement.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

SECTION XI: EXECUTION

IN WITNESS WHEREOF, PBAC and CITY have caused this Agreement to be executed on the day and year first above written.

PBAC

Palouse Basin Aquifer Committee

CITY

City of Moscow, Idaho

By: _____
Paul Kimmell, Chair

By: _____
Bill Lambert, Mayor

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared Paul Kimmell, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Palouse Basin Aquifer Committee.

Notary Public for _____
Residing at _____
My commission expires: _____