

Administrative Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, November 9, 2020

4:30 PM

Council Chambers
206 E. Third St.

REGULAR AGENDA

1. Approval of October 26, 2020 Administrative Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

2. Transportation Commission Proposed Amendment to Chapter 11, Title 3 of Moscow City Code (ACTION ITEM) - Bill Belknap

Recently, the Transportation Commission has conducted a review of the Chapter 11 of Title 3 of Moscow City Code which addresses the membership and charge of the Transportation Commission. The Commission is recommending amendments to the organization, ex-officio membership, and staff liaison to the Transportation Commission for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance amending Chapter 11 of Title 3 of Moscow City Code; or provide staff further direction.

3. Mutual Aid Agreement with Idaho Department of Lands (ACTION ITEM) – Brian Nickerson

The Mutual Assistance Agreement with the Idaho Department of Lands (IDL) allows cooperation among local agencies, including IDL, should a need arise for mutual aid throughout the Ponderosa District and the State of Idaho. This agreement will provide the opportunity for the City to collect reimbursements for apparatus and personnel being deployed in a mutual aid situation. This will also place the Moscow Fire Department along with the Moscow Volunteers as a resource for the state if outside resources are determined to be needed. Deployment to such incidents is not required, however if a request is made and if the apparatus and personnel are available, then the resource is deployed. The option to fill the request is at the discretion of the fire chief or his/her designee. An example was the request for resources for the wildland fires in Orofino this past September.

PROPOSED ACTIONS: Recommend approval of the Mutual Assistance Agreement with the Idaho Department of Lands (IDL), 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, October 26, 2020

3:00 PM

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

The meeting was called to order at 3:00 p.m.

PRESENT: Art Bettge, Maureen Laflin, Anne Zabala (virtual)

OTHERS: Mayor Bill Lambert, Council Member Taruscio, Council Member Kelly, Council Member Sullivan (virtual)

STAFF: Gary J. Riedner, Mia Bautista (virtual), Bill Belknap (virtual), Jen Pfiffner (virtual), David Schott, Nichole Baker, Laurie Hopkins (virtual), Taylor Riedner (virtual)

REGULAR AGENDA

1. Approval of September 28, 2020 Administrative Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

The minutes were approved as presented.

2. Acceptance of Berman Estate Land Donation (ACTION ITEM) – David Schott

The City of Moscow has been approached by Hoey Graham, Personal Representative of the Estate of Katrina Berman, and John H. Norton, the attorney for the estate. Mrs. Berman's Will provided for a gift of land to the City of Moscow as a small addition to the western side of Berman Creekside Park.

The parcel contains approximately 0.36 acres on the western edge of Berman Creekside Park and will add approximately thirty-two (32) feet to the western boundary of the park. This parcel lies directly west of the parcel of land previously donated to the City of Moscow in November of 1996. The proposed 0.36-acre parcel will have the same conditions as the 0.73-acre parcel donated in 1996, encumbered with a conservation easement to the Palouse Land Trust.

Under Idaho Law, any donation or transfer of real property to the City must be accepted by the City Council. Parks and Recreation Director, Dwight Curtis, and Assistant Parks and Recreation Director, David Schott, both support acceptance of the Berman Estate land donation.

PROPOSED ACTIONS: Recommend acceptance of the Berman Estate land donation, or provide staff further direction.

Schott presented the item as written above. The parcel has a conservation easement which prevents the property from being subdivided, the construction of buildings or structures, or other improvements except for those necessary for the public enjoyment. There are no immediate plans for the land except

for mirroring the maintenance of the adjacent conservation easement. The Committee recommended approval and that it be placed on the Council regular agenda.

3. Proposal to Develop Plan to Address Potential for Gender-Neutral Restroom Conversion (ACTION ITEM) - Jen Pfiffner

At the request of the Mayor in response to inquiries and encouragement from citizens and the Human Rights Commission, City staff has conducted preliminary research to determine the potential for converting city-owned restrooms to gender-neutral facilities where feasible.

Preliminary research has been conducted to determine an approach to address that request. A review of gender-neutral restrooms in Idaho have been completed to provide background on how other municipalities have or have not addressed the conversion process. An inventory of the existing City of Moscow restroom facilities has also been completed. Facilities include City occupied buildings, City owned but not occupied buildings, and City parks facilities. Should staff receive direction to develop a plan, additional considerations initially identified (certainly not limited to) would include safety, privacy, number of fixtures, accessibility, etc. Additional considerations would include costs for conversion.

Staff is seeking City Council direction to develop a phased planning approach for conversion of existing City restrooms to gender-neutral restrooms.

PROPOSED ACTIONS: Recommend Council approval to develop a phased planning approach for conversion of existing City restrooms to gender-neutral restrooms, or provide staff further direction.

Pfiffner shared the item as written above. Research showed that some cities have already implemented family or multi-use restroom plans which have benefited families with children that need assistance and have been purposefully built or redesigned to accommodate these needs. Most facilities that have been converted are public-facing locations such as libraries, recreation centers, parks, etc. Few cities have specifically labeled restrooms as gender-neutral and are purposefully building new amenities to accommodate such needs and are in the process of converting previous built facilities. These cities are using their non-discrimination policies for the basis of their gender-neutral facilities, which are similar to Moscow's City Code Title 10 Chapter 19. An inventory of City of Moscow facilities show that a majority of restrooms would require simple additions such as locks and signs to complete these conversions, while others may require more work and redesign. Additional considerations for these changes include public access, employee access, ADA accessibility, safety features, and user groups. The Human Rights Commission will assist with this planning process. The Committee forwarded the item to the full Council for discussion with no recommendation.

REPORTS

Water Conservation Program Report – Nichole Baker

The City's water supply is pumped from 2 different aquifers, the Wanapum and the Grande Ronde. The Grande Ronde is a shared resource and is currently declining at 9/10 foot per year. The City has been looking at conservation efforts throughout the decades. An early program, supplying reclaimed water to the University of Idaho for green spaces, began in the 1970's with this year supplying 75 million gallons to the U of I. Moscow has been an active member of the Palouse Basin Aquifer

Commission (PBAC). In 1992 PBAC set voluntary goals for the pumping entities. Since that time, Moscow has developed a device program, a public information and education program and the 2016 Water Conservation Plan. In the past, the City communicated the conservation message and programs available to residents through the Water Matter newsletter. This was an effective communication source, however it proved to soon be too expensive and declining in effectiveness. Use of social media, public service announcements and targeted mailing will improve efficiency. The targeted mailing with postcards had a significant response with the most successful toilet rebate in FY2020 with a savings of 4.3 million gallons annually. Three Moscow hotels ultimately changed out all their toilets as well. Resident wisescape (water-efficient landscaping) successes motivated neighbors to remove existing turf or avoid new construction. Wisescape rebates save 954,000 gallons annually. An expansion to City Hall's wisescape garden further reduced water use by 75% less water than an efficiently irrigated lawn. Recent beautification projects include water-efficient landscaping to compliment local art and a creative outreach which brings awareness to our water resource and how to conserve it. In 2021, there will be an educational vinyl wrap installed at each school to encourage awareness to water resource. The pumping update shows the positive response to community conservation efforts and operational efficiencies and an overall drop in the City's per capita.

ADJOURN

The meeting adjourned at 3:42 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, November 9, 2020



RESPONSIBLE STAFF

Bill Belknap, Deputy City Supervisor, Community Planning and Design

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Transportation Commission Proposed Amendment to Chapter 11, Title 3 of Moscow City Code (ACTION ITEM) - Bill Belknap

DESCRIPTION

Recently, the Transportation Commission has conducted a review of the Chapter 11 of Title 3 of Moscow City Code which addresses the membership and charge of the Transportation Commission. At the time creation of the Commission, there was significant interest in including representatives from a wide range of transportation interests. To further that goal, Chapter 11 established 14 unique ex-officio positions upon the Commission. Several of those entities no longer exist, and many others have not participated or attended a Commission meeting in over a decade. The Commission is recommending that the majority of the ex-officio positions be eliminated, leaving only three ex-officio positions which would include a high school student, post-secondary student, and the local public transit provider ex-officio positions. The Commission also felt that the University of Idaho was such a significant partner in community transportation interests, that a position on the Commission should be reserved for a representative of the University to be designated by the President of the University. Finally, the Chapter also currently designates that the Community Development Director and Public Works Director shall serve as the staff liaison to the Commission. Given that those positions no-longer exist, the Commission is recommending deletion of that section.

STAFF RECOMMENDATION

Recommend approval of the proposed Ordinance amending Chapter 11 of Title 3 of Moscow City Code.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance amending Chapter 11 of Title 3 of Moscow City Code; or provide staff further direction.

FISCAL IMPACT

None.

PERSONNEL IMPACT

None.

ATTACHMENTS

1. Title 03 Chapter 11_Ordinance to Amend 2020_final

ORDINANCE NO. 2020 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 3, CHAPTER 11, RELATING TO TRANSPORTATION COMMISSION; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS; Title 3, Chapter 11 of Moscow City Code establishes the purpose, duties, and organization of the Moscow Transportation Commission; and

WHEREAS, the Moscow Transportation Commission has completed a review of the chapter and had found it necessary to amend the organization, ex-officio membership, and staff liaisons of the Commission and have made such recommendation to the City Council; and

WHEREAS, the Moscow City Council has reviewed the recommendations of the Commission and concur with the proposed amendments;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

SECTION 1: That Moscow City Code Title 3, Chapter 11 be amended as follows:

Sec. 11-1. Purpose and Duties.

The Mayor and City Council create the City of Moscow Transportation Commission, which shall have the following charge:

- A. To provide advice and recommendations to the Mayor and City Council regarding intermodal transportation issues as directed with the goal of establishing a system of transportation and circulation within and around the City of Moscow that will make it possible for all people utilizing various modes of transportation to reach their destination safely and easily with minimum disturbance to adjacent uses.
- B. To recommend to the Mayor and the Council policies and programs with the objective of implementing transportation goals and objectives of the Moscow Comprehensive Plan.
- C. To advise the Mayor and City Council as to the ~~long-range~~long-range transportation needs of the City, to provide advice on integrating various transportation elements including, but not limited to, motorized vehicular traffic, bicycle traffic, pedestrian traffic, rail, air travel and public transportation.

(11/2/98) (Ord. 2003-08; 04/08/03)

Sec. 11-2. Organization.

- A. The Transportation Commission shall consist of up to nine (9) members serving without pay. A non-voting member of this Commission shall not be considered in determining the number required for a quorum or whether a quorum is present. The word "Commission" when used herein shall mean the Transportation Commission. Members of the Commission shall be

appointed by the Mayor with the advice and subject to the approval of the Council. Members shall be selected without respect to political affiliation. Except for any three quarter (3/4) time post secondary educational program student member, an appointed member of the Commission must have resided in Latah County for two (2) years prior to his or her appointment and must remain a resident of Latah County during his or her service on the Commission. Persons living within the delineated Area of City Impact shall be entitled to representation on the Commission. Such representation shall, as nearly as possible, reflect the proportion of population living within the City compared to the population living within the Area of City Impact. The term of office of the Commission members chosen from the residents at large shall be five (5) years or until their successors are appointed and qualified. The members shall hold office at the pleasure of the Mayor. The Mayor may revoke such appointment at any time and for any reason deemed sufficient with the advice and subject to the approval of the Council. Vacancies in such Commission occurring otherwise than the expiration of the term shall be filled by the Mayor with the advice and subject to the approval of the Council for the unexpired term. One (1) position on the Commission shall be designated for a representative of the University of Idaho as designated by the President of the University. If the University chooses not to appoint a representative, the Mayor may appoint a member to fill that position on the Commission. Where possible, this commission shall include at least one (1) student enrolled at least three quarters (3/4) time in a ~~post secondary~~post-secondary educational program, who shall serve as a non-voting member of this Commission for a one (1) year term, which term may be renewed. At least one (1) student enrolled in high school or an equivalent educational program shall serve as a non-voting member of this Commission for a one (1) year term, which term may be renewed.

- B. Where possible, Commission members shall be appointed in a manner which will allow members to represent a variety of transportation modes including, but not limited to, motorized vehicles, non-motorized vehicles and conveyances, pedestrians and public transportation.
- C. The Commission may establish subcommittees and/or advisory committees to advise and assist it in carrying out duties of the Commission. Where possible, this Commission shall coordinate efforts with local boards, groups and agencies as well as State boards, groups and agencies.
- ~~D. The Public Works Director and the Community Development Director shall be staff liaisons to the Commission and a record of meetings, findings and actions shall be maintained.~~

...

Sec. 11-4. Ex Officio Membership.

A Moscow City Council representative shall be a non-voting ex officio member of the Commission. In addition, there shall be the following non-voting members or their respective designees who shall not vote and, except where specifically provided herein, whose terms shall coincide with their terms of service with the organizations which they represent:

- ~~A. Chair, Moscow Tree Committee~~
- ~~B. President of the Moscow Area Chamber of Commerce~~
- ~~C. Executive Director, Disability Action Center~~
- ~~D. A. District Engineer, Idaho Transportation Department District No. 2~~
- ~~E. Latah County Planner~~
- ~~F. Chair, North Latah Highway District~~
- ~~G. Chair, Moscow Planning and Zoning Commission~~

~~H. Superintendent, Moscow School District~~

~~I. President, University of Idaho~~

~~J.B. Region 2 Public Transportation Advisory Council Local Transit Provider~~

~~K. Chair, Local Public Transportation Advisory Commission~~

~~L. Representative, Local Railroad Service Provider~~

~~M. Manager, Moscow/Pullman Regional Airport~~

C. At least one (1) student enrolled at least three quarters (3/4) time in a post-secondary educational program for a one (1) year term, which term may be renewed.

~~N.D.~~ At least one (1) student enrolled in a high school or equivalent educational program for a one (1) year renewal term

...

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 3 shall be in full force and effect.

SECTION 3: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, November 9, 2020



RESPONSIBLE STAFF

Brian Nickerson

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Mutual Aid Agreement with Idaho Department of Lands (ACTION ITEM) – Brian Nickerson

DESCRIPTION

The Mutual Assistance Agreement with the Idaho Department of Lands (IDL) allows cooperation among local agencies, including IDL, should a need arise for mutual aid throughout the Ponderosa District and the State of Idaho. This agreement will provide the opportunity for the City to collect reimbursements for apparatus and personnel being deployed in a mutual aid situation. This will also place the Moscow Fire Department along with the Moscow Volunteers as a resource for the state if outside resources are determined to be needed. Deployment to such incidents is not required, however if a request is made and if the apparatus and personnel are available, then the resource is deployed. The option to fill the request is at the discretion of the fire chief or his/her designee. An example was the request for resources for the wildland fires in Orofino this past September.

STAFF RECOMMENDATION

Recommend approval of the Mutual Assistance Agreement with the Idaho Department of Lands (IDL).

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Mutual Assistance Agreement with the Idaho Department of Lands (IDL), or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Mutual Assistance Agreement_MFD and IDL_2020_final Attorney Approved

**COOPERATIVE AGREEMENT – MUTUAL
ASSISTANCE STATE OF IDAHO – STATE
FORESTER**

IDAHO DEPARTMENT OF LANDS

and

MOSCOW FIRE DEPARTMENT

This agreement, made on 11/16/2020, by and between the STATE OF IDAHO, acting by and through the State Forester, Idaho Department of Lands with the approval of the State Land Board of Commissioners, hereinafter referred to as “STATE”, and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, acting by and through the Fire Chief for the MOSCOW FIRE DEPARTMENT with the approval of the City of Moscow, hereinafter referred to as “COOPERATOR”.

RECITALS

WHEREAS, under the provisions of Title 38, Chapter 1, Idaho Forestry Act, Idaho Code, with particular reference to §38–104, the STATE is authorized to enter into cooperative agreements with any county, municipality, association or organization for the detection, prevention or suppression of forest fires, or whose function, desire and/or duty it is to protect any forest or range land from forest or range fires for the purpose of furnishing, operating and maintaining, a protective system for the detection, prevention and suppression of forest or range fires in forest protective districts; and, under the provisions of Idaho Code, Title 31 Chapter 14, Fire Districts, and Title 67, Chapter 23, Miscellaneous Provisions, with particular reference to §31-1417, §31-1430, and §67-2339, the COOPERATOR is authorized to enter into agreements for the purpose of carrying out its duties and obligations; and

WHEREAS, certain of the lands and properties for which STATE and COOPERATOR are independently responsible for the protection from fire are intermingled or adjacent and

WHEREAS, in order to provide more effective and prompt fire suppression on these lands, mutual assistance and cooperation between STATE and COOPERATOR is desirable.

NOW, THEREFORE, the parties hereto, STATE and COOPERATOR, do hereby agree as follows:

ARTICLE I

DEFINITIONS FOR AGREEMENT

1.01 Controlled

The completion of a control line around a fire, any spot fires therefrom, and any interior islands to be saved; burned out any unburned area adjacent to the fire side of the control lines; and cool down all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under the foreseeable conditions.

1.02 Containment

The status of a wildfire suppression action signifying that a control line has been completed around the fire, and any associated spot fires, which can reasonably be expected to stop the fire's spread.

1.03 Initial Attack

Initial fire suppression response actions taken by the first resources to arrive at a wildfire provided by a fire protection agency for the purposes of engaging in the suppression and/or control of a fire. Initial actions may be size up, patrolling, monitoring, holding action, or aggressive Initial Attack. The kind and number of resources responding to Initial Attack vary depending upon fire danger, fuel type, values to be protected, and other factors. Generally, Initial Attack involves a small number of resources, and incident size is small.

1.04 Jurisdiction

The range or sphere of authority related to fire protection agency's legal responsibilities and authority for incident mitigation as established in Idaho Law in conjunction with the procurement of fire protection services from the fire protection agency through its cooperative agreements, contracts, membership fees, tax levies or assessments intended to fund or provide for fire protection services. For Idaho Department of Lands, wildland fire protections services are provided to landowners who pay a Forest Fire Patrol Assessment as per §38-111, Idaho Code.

1.05 Protection Area

An area protected from fire by STATE and COOPERATOR as designated on maps described in ARTICLE II of this agreement.

1.06 Protecting Agency

The party having jurisdiction is responsible for fire suppression within a protection area.

1.07 Firefighting Facilities

The physical equipment, of each protecting agency, used for the suppression of fire.

1.08 Personnel

The persons designated by each protecting agency to take part in fire suppression activities.

ARTICLE II

PROTECTION AREA

2.01 STATE Protection Area

The Protection Area of STATE shall be indicated on the map labeled Exhibit "A", attached hereto and by this reference made a part hereof.

2.02 COOPERATOR Protection Area

The Protection Area of COOPERATOR shall be indicated on the map labeled Exhibit "B", attached hereto and by this reference made a part hereof.

ARTICLE III**MUTUAL ASSISTANCE****3.01 Cooperation**

STATE and COOPERATOR agree to furnish Personnel and Firefighting Facilities to each other to aid in suppression of fires. The Protecting Agency furnishing assistance reserves the right to send Personnel and Firefighting Facilities reasonably available in the judgement of the individual in charge. It is further understood that STATE will be expected to have manpower and equipment available only during closed forest fire season.

3.02 Initial Attack Action

If a fire occurs on or near a mutual boundary, both STATE and COOPERATOR shall promptly send Personnel and firefighting equipment available to start fire control action unless it is mutually understood that only one Protecting Agency will promptly supply the control action.

3.03 Notification

Employees of one Protecting Agency discovering or receiving reports of fires on or threatening lands within the Protection Area of the other Protecting Agency shall report the fires promptly to the responsible Protecting Agency.

3.04 Incident Qualifications

STATE and COOPERATOR recognize each Protecting Agency's professional incident qualification standards as acceptable to their own professional incident qualification standards for the purposes of engaging in cooperative fire suppression actions of mutual benefit. Under this agreement, recognition of Incident Qualifications applies to the Protection Agencies engaged in cooperative initial attack fire suppression actions or situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area.

3.05 Fire Investigation

The STATE and COOPERATOR will protect the origin area of any fire to the best of its ability. The STATE and COOPERATOR will participate in a joint investigation when a fire originates on a Protection Area where each Protecting Agency maintains jurisdiction in fire suppression. The STATE reserves the right to investigate fires originating on, spreading to, or threatening land subject to Forest Fire Protection Assessment.

3.06 Reimbursement

Each Protecting Agency shall assume its own costs incurred under Paragraph 3.01 and 3.02 while engaged in initial attack response not to exceed 24 hours or until containment of the fire achieved, herein, unless reimbursement has been mutually agreed upon in advance and documented by both officers in charge. When reimbursement is in order, payment for Personnel and Firefighting Facilities furnished shall be at the prevailing firefighting equipment and wage rates. When using STATE facilities, the firefighting rate schedule established by the State Forester shall be used. When using COOPERATOR facilities, the rate schedule as established by the Idaho Cooperative Mobilization Agreement (ICMA) will be used. Payment and billing procedures will follow the billing protocols as outlined in the ICMA formerly known as the Fire Service Organization Rate Book.

3.07 Invoice Timeframe

Reimbursement of costs must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

ARTICLE IV

SUPERVISION

4.01 Regular Procedure

Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. Initial action taken by the assisting agency, prior to the arrival of the responsible agency, shall be under the supervision of the assisting agency only until the arrival of the responsible agency unless other arrangements are made in advance.

4.02 Joint Procedure

Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. During situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area, initial action will be taken by both agencies and unified command shall be established between the protection agencies for incident supervision purposes.

4.03 Change in Procedures

Whenever it appears advantageous to establish a different procedure for supervision of fire control action, the Protecting Agencies may do so by mutual agreement and documented by both officers in charge. At all other times, the procedures set forth in Paragraphs 4.01 and 4.02, herein, shall be in effect.

ARTICLE V

PREPAREDNESS AND PREVENTION

5.01 Training

STATE and COOPERATOR may engage and participate in integrated training activities and exercises to improve fire response coordination and fire suppression effectiveness. Unless mutually agreed upon in advance, each Protecting Agency shall assume its own costs when engaged in cooperative training activities and exercises.

5.02 Radio Frequencies

STATE and COOPERATOR may share radio frequencies and communication facilities for the purposes of providing a coordinated fire suppression response.

5.03 Operations Plan

STATE and COOPERATOR are encouraged to mutually develop Operations Plans that provide principles, business direction, and guidance in the conduct of cooperative fire control operations. The Operations Plan shall be reviewed annually, and revised as necessary to achieve mutual cooperation and understanding within the framework established under this agreement.

5.04 Fire Prevention

STATE and COOPERATOR may engage and participate in cooperative fire prevention activities and projects of mutual benefit for the purposes of advancing public education and awareness of human caused fires and associated fire prevention mitigation practices. Unless mutually agreed upon in advance, each Protecting Agency engaged in cooperative fire prevention activities or projects will assume its own costs for Firefighting Facilities and Personnel provided to support these activities.

ARTICLE VI

STATEWIDE MOBILIZATION

6.01 STATE Request For Assistance

STATE shall be the single hiring point for Firefighting Facilities and Personnel provided by the COOPERATOR for the purposes of providing fire suppression assistance on wildland incidents where the COOPERATOR maintains no jurisdictional responsibility for fire suppression.

6.02 Procurement

The Idaho Cooperative Mobilization Agreement shall be used by STATE for the purposes of procuring COOPERATOR provided resources in response to COOPERATOR's acceptance of a STATE Request for Assistance.

6.03 Equipment Standards and Incident Qualifications

Firefighting Equipment and Personnel provided by the COOPERATOR shall meet the minimum equipment specifications and incident qualification standards as established in the Idaho Cooperative Mobilization Agreement.

ARTICLE VII

LIMITATIONS – RESPONSIBILITIES

7.01 Limitations

In no event shall either party to this agreement be bound beyond its lawful authority and appropriations available.

7.02 Liabilities

Neither Protecting Agency shall be liable to the other Protecting Agency for any loss or damage.

7.03 Laws and Regulations

Each party hereto agrees to comply with all federal, state, and local laws, rules and regulations pertaining to this agreement including, but not limited to, industrial accident and workman's compensation laws of the State of Idaho.

7.04 Hold Harmless

Unless otherwise limited or prohibited by law (including I.C. §§ 59-1015 through 59-1017, and subject to and in accordance with the Idaho Tort Claims Act, I.C. § 6-901 et seq.), each party agrees to save and hold the other harmless from any claim, liability or damage resulting from any error, omission, or act of negligence by the indemnifying party, its officers, employees or agents in the performance of its responsibilities under this Agreement.

ARTICLE VIII**DURATION-TERMINATION****8.01 Duration**

This agreement shall remain in effect for five years, effective from date of signatures, unless mutually agreed by the parties to extend this agreement. This agreement shall remain in continuous effect until termination pursuant to Paragraph 8.02 herein.

8.02 Termination

This agreement may be terminated at any time by mutual consent of the parties or by one party giving written notice to the other party not less than thirty (30) days prior to effective date of termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first hereinabove stated.

<u>STATE</u>		<u>COOPERATOR</u>	
Signature Area/District/Association Representative Idaho Department of Lands		Signature Fire Chief MOSCOW FIRE DEPARTMENT	
Printed Name	Date	Printed Name	Date
State Forester Idaho Department of Lands		Latah County where FSO is located	
		Ponderosa Dist.	
Printed Name	Date	Area/District/Association	

Exhibit A

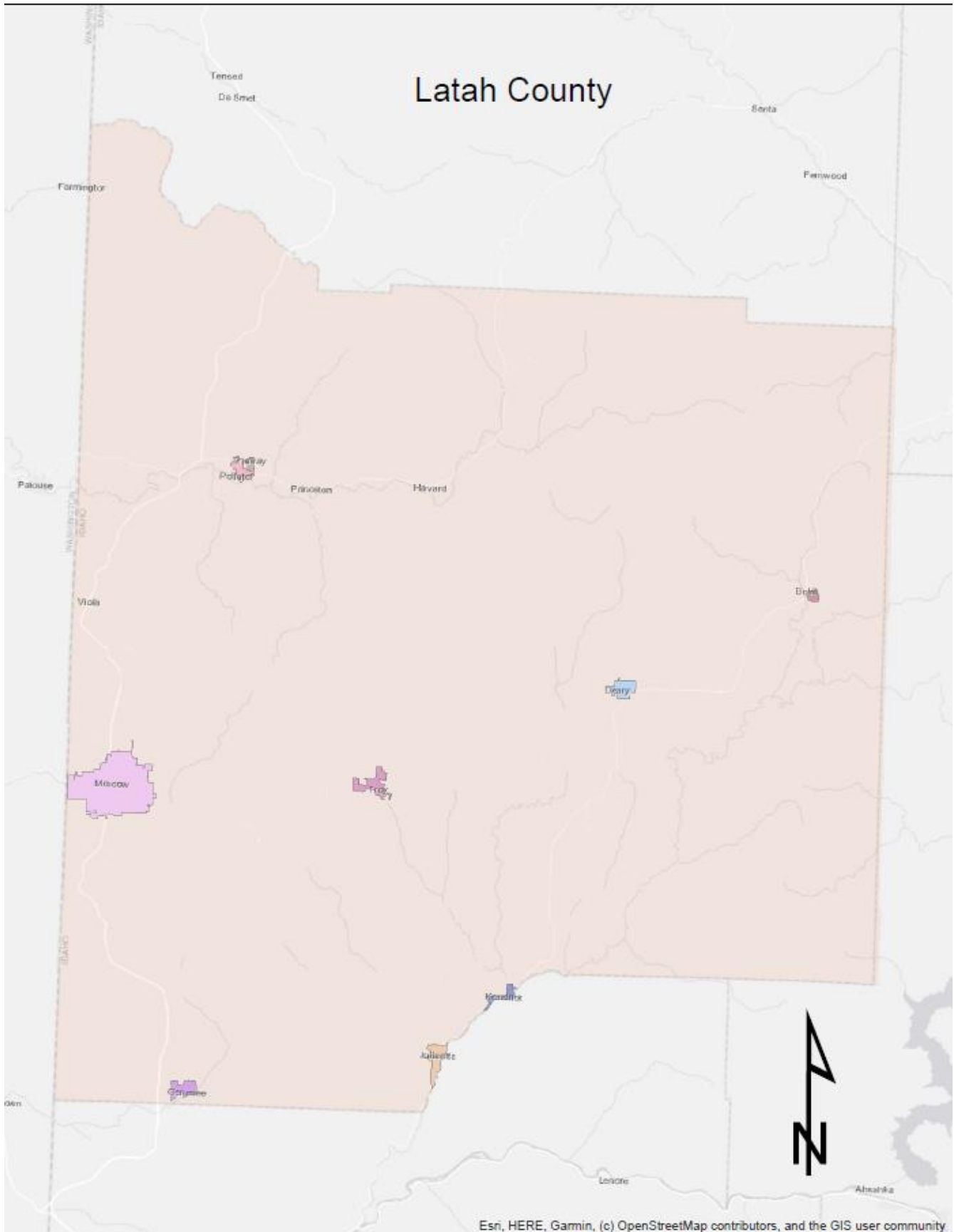


Exhibit B

