Public Works / Finance Committee

Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, October 11, 2021 **3:00 PM** **Council Chambers**
206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to today's meeting. This meeting is open to the public, however attendees in City Hall are required to practice physical distancing, or wear a face covering when physical distancing is not possible. Attendees are also subject to protocols established by Governor littles' Stay Healthy Guidelines of the Idaho Rebounds Plan. If you do not have a mask, a disposable mask will be provided. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. **Approval of Public Works/Finance Committee September 27, 2021 Minutes (ACTION ITEM) - Taylor Riedner**

2. **Disbursement Report for September 2021 (ACTION ITEM) - Sarah Banks**

   Presentation of the Accounts Payable Report for the month ending September, 2021.

   ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of September 2021.

3. **Well House No. 6 Bid Results (ACTION ITEM) - Scott Bontrager**

   The City published an advertisement for bids on September 4 and 11, 2021 for the Well House No. 6 project. The project included the reconstruction of Well House No. 6, electrical improvements, an on-site chlorine generation system, and the installation of a new generator. The Engineer's Estimate for the project was $641,019. Bid opening for the project took place on October 1st, 2021, at which one (1) bid was received. The bid received was in the amount of $987,630 and was submitted by Quality Contractors, LLC. A bid tabulation is included in the Committee packet.

   PROPOSED ACTIONS: Recommend rejection of the low bid from Quality Contractors, LLC; or provide staff with further direction.

4. **Memorandum of Understanding with Moscow School District for SRO Program (ACTION ITEM) – Gary J. Riedner / James Fry**

   The City of Moscow, through the Moscow Police Department, has been employing a School Resource Officer (SRO) position for over 18 years to provide a law enforcement presence and additional resources to the Moscow School District to assist in providing and maintaining a safe and healthy student environment. Previously, the MSD and City had agreed to have two SRO positions, with the costs of the two positions to be evenly divided between the MSD and City. However, with the advent of COVID-19, MSD requested that one of the positions be eliminated for budgetary reasons, and that we return to

one SRO, with the costs of the position to be evenly divided between the City and the MSD. The attached Memorandum of Understanding contemplates one SRO position.

PROPOSED ACTIONS: Recommend approval of the MOU with Moscow School District for the School Resource Officer program, or provide staff further direction.

5. **Comprehensive Mutual Aid Agreements for Fire Assistance (ACTION ITEM) – Brian Nickerson**

   The City of Moscow benefits significantly from having mutual and automatic aid agreements with our fire and EMS partners in the quad counties. This type of agreement provides the opportunity to give and receive assistance in the event the need should arise from an emergency situation including both fire and EMS. This updated agreement also enhances the opportunity to possibly receive credit for Insurance Service Office (ISO) Rating system for fire classification for the city. This update provides the ability to create a Response Plan / Card system for response on an automatic basis with no need to special request mutual aid from our partners. The Moscow Fire Department would like to enter into this Mutual and Automatic Aid Agreement with the following agencies; Moscow Rural Fire District, City of Lewiston, City of Pullman, City of Clarkston, City of Asotin, Asotin County Fire District, Potlatch Corporation Rural Fire Protection District, City of Troy, Troy Rural Volunteer Fire Department, Deary Rural Fire District, City of Genesee, Genesee Rural Fire District, Genesee Community Firemen Inc., City of Julietta, City of Kendrick, Bovill Fire Protection District, City of Palouse, Whitman County Rural Fire District No. 4, Whitman County Fire District No. 12, Whitman County Fire District 14, City of Colfax, J-K Ambulance, Bennett Lumber Products, Clearwater Paper. All partners receive assistance as necessary to help our surrounding agencies.

   PROPOSED ACTIONS: Recommend approval of the mutual and automatic aid agreement, or provide staff further direction.

REPORTS

SMART Transit Suspension of Saturday Service Report – Ben Aimen

Staff Report (if needed)

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.

Public Works / Finance Committee

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
September 27, 2021

4:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 4:00 p.m.

PRESENT: Maureen Laflin, Anne Zabala, Art Bettge
OTHERS: Mayor Lambert, Council Member Gina Taruscio, Council Member Sandra Kelly
STAFF: Bill Belknap, Anthony Dahlinger, Alisa Anderson, Todd Drage, Tyler Palmer, Jen Pfiffner, Bautista, Eric Warner, Megan Cherry, Taylor Riedner

REGULAR AGENDA

1. **Approval of September 13, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner**

The minutes were approved as presented.

2. **Rolling Hills 9th Addition Development Agreement (ACTION ITEM) - Todd Drage**

   Ryan Itani, on behalf of Itani Land Company LLC, has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 9th Addition and will be presented for City Council approval on October 4th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items.

   PROPOSED ACTIONS: Recommend approval of the Development Agreement with Itani Land Company LLC for Rolling Hills 9th Addition, or provide staff further direction.

Drage presented the item as written above. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

3. **Rolling Hills 9th Addition Monumentation Agreement (ACTION ITEM) - Todd Drage**

   Ryan Itani, on behalf of Itani Land Company LLC, has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 9th Addition and will be presented for City Council approval on October 4th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

   PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Itani Land Company LLC for Rolling Hills 9th Addition, or provide staff further direction.

Drage presented the item as written above and explained the agreement is the City standard agreement. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

4. **Personnel Policy Updates (ACTION ITEM) - Jen Pfiffner**

   Updates to the City of Moscow Personnel Policies continue. The On-Call policy presented includes updates to the current policies to promote consistency and equity across departments and divisions. Policy sections will continue to be presented for review.

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PROPOSED ACTIONS: Recommend approval of the the proposed On-Call personnel policy or provide staff further direction.

Pfiffner reviewed the proposed policy that provides on-call and call-back status compensation. On-call status is being prepared to respond, whereas call-back is when you are called back into work while being on-call. Both statuses provide additional compensation to the employee. On-call employees would receive 2 hours of pay per shift while the call-back status would be paid actual time on the job. Shifts run 24 hours at a time and span throughout the week and can coincide with regular working hours. Water, Sewer, Streets, and the Police department practice this policy. Police officers that are on-call are part of the detective's division. The Parks and Facilities departments practice the policy, but with fewer and varying shifts throughout the year. Exempt employees are currently not eligible for on-call or call-back status. Supervisors are responsible for making schedules in advance, and typically newer employees take advantage of the on-call status for experience and benefits. Excess call volumes will be reviewed to determine solutions such as adjusting on-call shifts or process improvement. On-Call status pay may not be taken as compensatory time; however, call-back time may be. The Committee recommended approval and that it be placed on the Council consent agenda.

5. **Moscow Police Department - OHS Highway Safety Grant FFY 2022 (ACTION ITEM) - Alisa Anderson / Eric Warner**

   The Moscow Police Department (MPD) has received a notice of award for a grant request submitted in February 2021 for the national program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS). The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The award will reimburse the MPD for time dedicated to traffic enforcement to include problem identification, a project plan including objectives, performance measures and safety focused targets. The MPD employs a dedicated traffic enforcement officer; however, the department will form a "Traffic Enforcement Team" to fulfill the grant requirements. The program period is October 1, 2021 to September 30, 2022 with a grant award of $100,000 requiring a $25,000 cash and in-kind match. The funding will cover the wages and fringe benefits for approximately 2,080 regular patrol officer wages, and/or overtime, travel, contractual services, training, and consumables. Patrol officer wages can also include hours spent providing public education, distribution of educational materials, and outreach efforts to create a general deterrence toward crash-causing behavior. The match of $25,000 can include mileage, administrative staff hours for program management, hard costs, and overtime (not included in other grant programs) allocated to traffic patrols for special events held in Moscow to address program specific safety goals.

   PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to accept the Idaho Transportation Department, Office of Highway Safety, Highway Safety Grant FFY 2022 for $100,000, or provide staff further direction.

Anderson introduced the item as written above. A meeting with OHS on October 5th will help determine possible options to include radar equipment or other tools that assist with traffic safety. This program will help regular patrol officers assist in additional traffic safety rather than hire additional officers. The grant outlines different tasks and hours that will need to be tracked to submit for reimbursement. The FY2022 budget did not include the award, and therefore department salaries were budgeted as usual, and the grant will act as revenue. The Council can decide how to reallocate the funds in the FY2023 budget. This grant will also potentially be a reoccurring grant that may be applied for in the future. The Committee recommended approval and that it be placed on the Council consent agenda.

6. **Amendment to City Code to Correct Management Reorganization (ACTION ITEM) – Gary J. Riedner / Mia Bautista**

   On October 7, 2019, the City Council passed Resolution 2019-19 authorizing the implementation of the reorganization management model and directed staff to prepare ordinance revisions to align with

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said model, which included the creation of new positions, along with the elimination of specific positions. On July 19, 2021, the City Council passed Ordinance 2021-09, approved by the Mayor, providing for the amendment of various Chapters of Moscow City Code to reflect the reorganization management model of the City. While codifying the City Code, certain sections were found to have errors. The proposed ordinance will correct those errors and amend Moscow City Code Title 6, Chapter 2 by replacing Section 24 of Ordinance 2021-09 in its entirety, retain Title 3, Chapter 11 as previously codified, and amend Title 5, Chapter 11 to accurately reflect the name of the Commission, which changed from Health and Environment Commission to Sustainable Environment Commission.

PROPOSED ACTIONS: Review the proposed draft ordinance and recommend approval to the City Council, or provide staff further direction.

Bautista introduced the item as written above. Needing no further discussion, the Committee recommended approval and that it be placed on the Council regular agenda.

REPORTS

Arts Event Report - Megan Cherry

Cherry shared updates on recent art events. Palouse Plein Air showed a 45% increase in registered artists and had 144 displayed art pieces while executing COVID-19 precautions. Artwalk will be expanding with additional sponsor and scholarship opportunities and include performing, culinary, visual, and literary arts. Displays in host locations will now be held once a month, and the annual street fair will be on June 16, 2022. Artwalk donation forms will also be available, and donors will get a Team Artwalk t-shirt with recognition in the paper. Entertainment in the Park is scheduled for June 30 and July 7 with a tentative lineup of The Reptile Man and Radical Rick.

Staff Report (if needed)

ADJOURN

The meeting adjourned at 4:38 p.m.

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COMMITTEE STAFF REPORT

DATE: Monday, October 11, 2021

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report for September 2021 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending September 30,2021. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of $2,381,148.57.

Payroll	$1,118,576.00
Professional Services	$119,034.00
Sanitation	$307,582.00
Capital Outlay	$114,714.00
Capital Outlay-Improvements	$10,299.00
Capital Outlay-Buildings	158,799.00
Capital Outlay-Vehicles	$94,543.00
Supplies	$118,036.00
Utilities	$81,823.00
Contractual Payments	$78,847.00
ACH Wells Fargo	$38,241.00
ACH	$2,952.00
Total	**$2,243,446.00**

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of September 2021.

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of September 2021.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report September 2021
2. Revenue Report September 2021
3. Cash & Investments Sept 2021
4. Major Expenditures Report September 2021

DISBURSEMENTS REPORT FOR SEPTERMBER 2021

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	ACH's	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		9/2/2021	9/9/2021	9/16/2021	9/23/2021	9/14/2021 9/27/2021	9/17/2021 9/24/2021	9/7/2021	9/10/2021	9/24/2021	
BATCH #		AP 9.3.2021	AP 9.10.2021	AP 9.17.2021	AP 9.24.2021	AP 9.14.2021 AP 9.27.2021	AP 9.17.2021 AP 9.24.2021	AP 9.7.2021	ID19	ID20 ID21	
CHECK #'s		99147-99218	99219-99274	99275-99346	99347-99448	September's CC ACH's	September's ACH's	99180	21489-21490	21491-21494	
Fund #											
101	GENERAL	17,417.40	33,116.50	6,876.09	34,883.65	17,807.62			326,080.33	348,031.11	**784,212.70**
105	STREETS	16,525.13	48,367.37	1,519.89	10,439.67	1,603.49		(3,091.00)	26,974.65	26,638.87	**128,978.07**
120	RECREATION AND CULTURE	16,241.89	12,466.62	15,140.66	50,938.07	11,615.64			60,181.53	57,185.05	**223,769.46**
121	MSD COMM. PLAY FIELDS	2,081.87	83.12	182.89	8,048.83	648.00					**11,044.71**
123	1912 CENTER	7,916.67	12,366.67								**20,283.34**
128	TRANSIT CENTER	64.91	6.18		1,776.07						**1,847.16**
220	WATER	4,394.55	34,431.89	14,656.12	9,922.09	855.92			49,097.53	52,496.63	**165,854.73**
230	SEWER	23,745.80	24,829.65	8,607.13	37,660.88	2,267.28	17,914.08		48,082.81	49,215.61	**212,323.24**
240	SANITATION	117,739.65	207.65	44.17	245.05	51.30	172,492.63		5,490.39	5,587.83	**301,858.67**
290	FLEET	10,926.66	1,365.44	59.99	143,757.09				11,846.29	11,976.05	**179,931.52**
295	INFORMATION SYSTEMS			16,938.20		3,392.20			19,849.21	19,841.68	**60,021.29**
320	WATER CAPITAL PROJECTS		19,170.97	5,673.84							**24,844.81**
330	SEWER CAPITAL PROJECTS	125.10		3,455.47							**3,580.57**
340	SANITATION CAPITAL PROJ										**0.00**
350	CAPITAL PROJECTS	97,740.05	26,144.05	132,581.98	3,180.00		2,952.22				**262,598.30**
355	LID CONSTRUCTION										**0.00**
380	HAMILTON - PARKS & REC										**0.00**
590	BONDS & INTEREST										**0.00**
890	URBAN RENEWAL AGENCY										**0.00**
941	PAYROLL CLEARING FUND										**0.00**
	TOTAL	**314,919.68**	**212,556.11**	**205,736.43**	**300,851.40**	**38,241.45**	**193,358.93**	**(3,091.00)**	**547,602.74**	**570,972.83**	**2,381,148.57**

WIRE Transfers:

_____ **Maureen Laflin**

_____ **Anne Zabala**

_____ **Art Bettge**

_____ **Sarah L. Banks, Finance Director**

RECEIPTS REPORT FOR SEPTEMBER 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	9,947.12	94,516.92	71,526.12	0.00	145,440.71	15,717.65	26,526.31	36,114.82	2,500.00	5,767.78	408,057.43
105	STREETS	1,858.04	0.00	0.00	0.00	24,583.03	0.00	0.00	850.00	0.00	0.00	27,291.07
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	18,486.85	0.00	0.00	12.72	-66.50	34.30	18,467.37
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,460.71	0.00	0.00	0.00	0.00	0.00	0.00	5,460.71
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,474.30	0.00	0.00	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	772,441.90	0.00	737.85	1,337.75	0.00	0.00	774,517.50
230	SEWER	0.00	0.00	0.00	0.00	702,793.05	0.00	245.41	538.32	0.00	0.00	703,576.78
240	SANITATION	0.00	0.00	0.00	0.00	498,203.05	0.00	0.00	0.00	0.00	0.00	498,203.05
290	FLEET	0.00	0.00	0.00	0.00	77,282.71	0.00	0.00	0.00	0.00	0.00	77,282.71
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	0.00	0.00	111,976.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	989.51	21,921.57	0.00	0.00	22,911.08
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	213.91	0.00	0.00	0.00	213.91
590	BOND & INTEREST	1,633.71	0.00	0.00	0.00	0.00	0.00	26.10	0.00	0.00	0.00	1,659.81
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,430.36	4,430.36
	TOTAL	**13,438.87**	**94,516.92**	**71,526.12**	**5,460.71**	**2,352,681.60**	**15,717.65**	**28,739.09**	**60,775.18**	**2,433.50**	**10,232.44**	**2,655,522.08**

City of Moscow
Cash and Investments
Balances as of 9/30/2021

Fund		Year to Date Balance
General Fund	$	11,382,922.28
Street Fund	$	2,323,138.93
Culture & Recreation	$	1,509,067.72
MSDCPF	$	192,275.28
1912 Fund	$	58,617.00
Transit Center	$	99,942.87
Water Fund	$	3,022,153.35
Sewer / WRRF	$	4,290,293.88
Sanitation Fund	$	3,064,735.59
Fleet Fund	$	4,602,535.75
Information Systems	$	2,970,351.54
Water Capital	$	5,901,271.74
Sewer Capital	$	14,992,317.43
Capital Projects	$	5,877,503.23
Sanitation Capital	$	6,750,101.51
LID construction	$	26,586.88
Hamilton	$	2,098,254.21
Bond & Interest	$	368,211.43
LID Funds	$	35,772.39
Payroll Service	$	995,181.46
Total Cash & Investments	**$**	**70,561,234.47**

Major Expenditures for September 2021

Professional Service

Aspect Consulting, LLC	$	7,044.75
Professional services for phase 3 stormwater fee study 6.26.21 - 7.30.21		
Auto Body Super Center	$	4,730.87
Vehicle 4-86 hit a deer, ICRMP claim C-21-02122-14205		
Cues, Inc.	$	2,830.03
Transporter repair		
Evcar, Inc.	$	6,052.13
Janitorial services for multiple City locations August 2021		
Evcar, Inc.	$	6,052.13
Janitorial services for multiple City locations September 2021		
Herco, Inc.	$	2,800.00
Patch work at 6th and Main Streets		
Idaho State Police	$	3,125.00
Ilet & User fees - Whitcom July - September 2021		
Lyman Dust Control, Inc.	$	16,412.40
91,180 sq feet of dust abatement		
Hatfield & Dawson Consulting Eng., LLC	$	3,160.00
RF studies, analysis, and assesment for radio system upgrade		
Intermax Networks	$	3,094.00
Intermax Networks Voicemail Upgrade		
Ziply Fiber	$	4,296.84
PRI phone lines, long distance, and 911 service 8.19.21 - 9.18.21		
American Building Maintenance Co.	$	6,122.71
Janitorial services for multiple City locations		
Blue to Gold	$	4,165.00
Duty to Intervene and De-Escalation Training for Officers		
Julene Ewert	$	4,000.00
Design Tool Kit for MFM		
Idaho Department of Environmental Quality	$	19,964.76
IPDES permit for fiscal year 2021; Oct. 1st to September 30th, 2021		
J-U-B Engineers, Inc.	$	12,356.00
Professional services for WRRF facility plan 7.18.21 - 8.21.2021		
Jess Ford of Pullman	$	4,327.81
Diagnose/repair Transmission issue on #4-08 (PD)		
POE Asphalt Paving, Inc.	$	8,500.00
Water Department patch		
	$	**119,034.43**

Capital Outlay

Consolidated Supply Co.	$	3,364.65
Meter box lids for Ridgeview project		
Vortex USA Holdings, Inc.	$	67,000.00
HLAC play structure replacement		
T M L Construction, Inc.	$	19,170.97
SE Booster Station Pay App 5		
W.M Smith and Associates, Inc.	$	25,178.43
HLAC Pay app 1, installation for HLAC play structure		
	$	**114,714.05**

Capital Outlay- Improvements

Geoprofessional Innovation Corporation	$	7,073.50
Ghormley Pickleball, 6th & 7th Sewer, 3rd St. Water Main		
Welch - Comer Engineers	$	3,225.00
Well #6 Building Replacement Design - Design Phase		
	$	**10,298.50**

Sanitation

Finley Buttes Landfill	$	117,175.38
Garbage		
Latah Sanitation (ACH Payment)	$	190,406.71
	$	**307,582.09**

Supplies

Ennis Paint, Inc.	$	10,251.68
White line paint and turn arrow stencils		
Mallory Paint Store	$	3,891.29
Parts for new #2-52 (Streets)		
Thatcher Company of Montana	$	6,900.18
Aluminum Sulfate		
H.D Fowler Company	$	2,782.75
Top section of meter boxes for yokes and broken boxes		
Heart of the Arts, Inc.	$	4,450.00
1912 Center thermostat replacement		
Intermountain Sign & Safety, Inc.	$	2,570.00
Orange posts and bases		
Oxarc, Inc.	$	2,599.88
Chlorine, SO2 and deposit on cylinder		
Salt Lake Wholesale Sports	$	10,057.50
9mm and .223 ammunition		
Thatcher Company of Montana	$	7,094.40
Aluminum Sulfate		
USA Bluebook	$	2,728.36
Heath Aquascope leak detector		
Coleman Oil Co.	$	19,471.62
Unleaded fuel (6,001 gals @ $2.8847/ea)		
Horizon	$	3,315.96
Parks Shop: Irrigation supplies		
Idaho Forest Group, LLC	$	2,730.00
Parks Shop: Bark		
J.R. Simplot Company	$	12,925.00
MSDCP and Parks Shop: Fertilizer and pesticides		
Pioneer Manufacturing Company	$	3,590.00
Parks Shop: bleachers		
Titan Truck Equipment and Accessories	$	13,062.50
Dump body replacement for #1-39 (Water)		
Totem Pacific Corp.	$	2,508.32
Salt for Well #10 MIOX		
Uniform2Gear, Inc.	$	7,106.88
Six Ballistic Vests		
	$	**118,036.32**

Capital Outlay-Vehicles

Chipman & Taylor Chevrolet	$	30,311.60
New vehicle #7-83 (Parks) with trade-in old (7-83)		
Joe Hall Ford	$	35,094.00
New 2021 Ford Explorer #4-04 (PD) / Trade in 2014 Ford Explorer		
Knudtsen Chevrolet Co.	$	24,081.52
New vehicle #1-06 (Water) with trade in 2009 Ford F-150		
St. Maries Saw & Cycle, LLC	$	5,055.95
New 2021 4-Wheeler #7-22 (Parks) with trade in of 2013 Yamaha		
	$	**94,543.07**

Utilities

Avista Utilities	$	81,823.19
August 2021		
	$	**81,823.19**

Payroll

	$	**1,118,575.57**

Contractual Payments

Heart of the Arts, Inc. - August & September	$	15,833.34
Infosend, Inc. - July & August	$	6,763.57
Moscow Chamber of Commerce, Inc. - 3rd & 4th Quarter	$	8,500.00
University of Idaho Bursar	$	3,900.00
Moscow Volunteer Fire Department	$	2,562.00
Skyhawks Sports Academy	$	17,943.20
Latah County Historical Society	$	3,000.00
Latah County Clerk	$	10,000.00
Alta Science and Engineering, Inc.	$	7,310.00
Moscow Food Bank	$	3,035.09
	$	**78,847.20**

ACH Wells Fargo

Commercial Card Expense - September 3rd	$	12,169.48
Commercial Card Expense - September 11th	$	7,343.47
Commercial Card Expense - September 17th	$	5,409.05
Commercial Card Expense - September 24th	$	13,319.45
	$	**38,241.45**

ACH's

LCA Architects, P.A.	$	2,952.22
Police Services Facility Design Services		
	$	**2,952.22**

Capital Outlay-Buildings

Complete Office LLC	$	30,021.05
Haddock Building furniture order 50% deposit		
K & G Construction	$	126,136.00
Haddock Remodel Pay Request		
Geoprofessional Innovation Corporation	$	2,642.00
Police Services Factility Material Testing		
	$	**158,799.05**

Major Expenditures $ 2,243,447.14 94% of the total expenditures of $2,381,148.57

Large Expenditures

Vortex USA Holdings, Inc.	$	67,000.00
HLAC play structure replacement		
W.M Smith and Associates, Inc.	$	25,178.43
HLAC Pay app 1, installation for HLAC play structure		
Chipman & Taylor Chevrolet	$	30,311.60
New vehicle #7-83 (Parks) with trade-in old (7-83)		
K & G Construction	$	126,136.00
Haddock Remodel Pay Request		
Joe Hall Ford	$	35,094.00
New 2021 Ford Explorer #4-04 (PD) / Trade in 2014 Ford Explorer		
Knudtsen Chevrolet Co.	$	24,081.52
New vehicle #1-06 (Water) with trade in 2009 Ford F-150		
Complete Office LLC	$	30,021.05
Haddock Building furniture order 50% deposit		
	$337,822.60	

COMMITTEE STAFF REPORT

DATE: Monday, October 11, 2021

RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Well House No. 6 Bid Results (ACTION ITEM) - Scott Bontrager

DESCRIPTION

The City published an advertisement for bids on September 4 and 11, 2021 for the Well House No. 6 project. The project included the reconstruction of Well House No. 6, electrical improvements, an on-site chlorine generation system, and the installation of a new generator. The Engineer's Estimate for the project was $641,019.

Bid opening for the project took place on October 1st, 2021, at which one (1) bid was received. The bid received was in the amount of $987,630 and was submitted by Quality Contractors, LLC. A bid tabulation is attached along with a bid analysis done by the consultant engineering design company Welch-Comer recommending rejection of the bid.

STAFF RECOMMENDATION

Reject all bids and rebid at a later time to seek an improved bid climate.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend rejection of the low bid from Quality Contractors, LLC; or provide staff with further direction.

FISCAL IMPACT

Funds for the Well House No. 6 project will be expended from the Water Capital Project Fund 320-220-770-64 Well Capital Improvements.

PERSONNEL IMPACT

This project will be inspected and managed by Engineering Division staff.

ATTACHMENTS

1. Welch-Comer Bid Analysis

WELCH-COMER
ENGINEERS | SURVEYORS

www.welchcomer.com

O: 208-664-9382
F: 208-664-5946

330 E. Lakeside Avenue, Suite 101
Coeur d'Alene, ID 83814

October 4, 2021

Mr. Scott Bontrager, P.E.
City of Moscow
221 East Second Street
Moscow, ID 83843

Re: Well House No. 6

Dear Mr. Bontrager:

Enclosed please find the bid tabulation, summary, and review checklist for the bid which was received at your office for the Well House No. 6 Project. We have reviewed the bid package received and it appears to be responsive.

Pursuant to Section 21.03 of the Instructions to Bidders for the above-referenced project and the Advertisement for Bid, Welch Comer & Associates recommends the City reject this bid, in the amount of $987,630.00 from Quality Contractors LLC. The reason for this rejection is because the bid is well above the City's budget for the project. We feel that it would be in the City's best interest to rebid the project in part with other projects the City may have or wait for a bidding environment which is more advantageous for the City.

Should you have any questions, please contact our office.

Sincerely,

Nathan W. Wright

Nathan Wright, P.E.
Project Engineer

NW/mdp
Enclosures

nwright@welchcomer.com

CITY OF MOSCOW
WELL HOUSE NO. 6
BID TABULATION
Bid Opening: 10/01/2021

				Engineer's Estimate		Quality Contractors LLC	
Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Amount	Unit Price	Total Amount
024100.01	Demolition	LS	1	$ 15,000.00	$ 15,000.00	$ 19,000.00	$ 19,000.00
221007.01	On-Site Sodium Hypochlorite Generation System	LS	1	$ 125,000.00	$ 125,000.00	$ 161,000.00	$ 161,000.00
238100.01	Heating and Ventilation	LS	1	$ 5,761.00	$ 5,761.00	$ 55,000.00	$ 55,000.00
260000.01	General Electrical	LS	1	$ 65,477.00	$ 65,477.00	$ 152,000.00	$ 152,000.00
312200.01	Site Grading	LS	1	$ 3,500.00	$ 3,500.00	$ 8,000.00	$ 8,000.00
331116.01	2" Poly Water Line	LF	59	$ 30.00	$ 1,770.00	$ 120.00	$ 7,080.00
331116.02	2" Service Meter Piping	LS	1	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00
333111.01	Sanitary Sewer Service Connection	LF	70	$ 60.00	$ 4,200.00	$ 65.00	$ 4,550.00
334111.01	Catch Basin	EA	1	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00
334111.02	Pump to Waste Basin	LS	1	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00
334111.03	10" Ductile Iron Drain Pipe	LF	10	$ 100.00	$ 1,000.00	$ 300.00	$ 3,000.00
334111.04	Drywell	EA	1	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00
334111.05	4-Inch Floor Drain and Pipe	LS	1	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00
061010.01	Building	LS	1	$ 202,300.00	$ 202,300.00	$ 362,000.00	$ 362,000.00
	Base Bid Cost				**$ 447,008.00**		**$ 797,630.00**
ADD ALTERNATE 1							
263213.01	Standby Power System	LS	1	$ 194,011.00	$ 194,011.00	$ 190,000.00	$ 190,000.00
	Add Alternate 1 Cost				**$ 194,011.00**		**$ 190,000.00**
	TOTAL CONSTRUCTION COST				**$ 641,019.00**		**$ 987,630.00**

CITY OF MOSCOW
WELL HOUSE NO. 6
BID SUMMARY*
Bid Opening 10/04/2021 at 2 p.m.

CONTRACTOR	BASE BID	ADD ALT 1	TOTAL BID
Quality Contractors LLC	$ 797,630.00	$ 190,000.00	$ 987,630.00

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

BID REVIEW CHECKLIST
PRIOR TO RECOMMENDATION

OWNER: City of Moscow

PROJECT: Well House No. 6

Open Date: 10/1/2021

Bid Review Performed By: Mindy Patterson

CONTRACTOR	Quality Contractors LLC
BID AMOUNT (Basis of Bid Award)	$ 797,630.00
PUBLIC WORKS LICENSE NO.	010331-Unlimited -3-4
License Limit (See List)	Yes
License Confirmed with the License Board at www.dbs.idaho.gov	Yes
BID PACKAGE	
Are all forms filled out completely and correctly?	
ALL ADDENDA ACKNOWLEDGED?	Yes
BID PROPOSAL FORM	Yes
BID SCHEDULE	Yes
FORM OF BID SECURITY	Bond
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?	Yes
LIST OF SUBCONTRACTORS	Yes
PLUMBING	Quality Contractors LLC
HVAC/BOILER	Mike's Heaty & Air
ELECTRICAL	Storm Electric
NON-COLLUSION AFFIDAVIT	Yes
CONTRACTOR FOR PW TO PAY ALL TAXES	Yes
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	Yes
List other requirements:	

COMMITTEE STAFF REPORT

DATE: Monday, October 11, 2021

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Memorandum of Understanding with Moscow School District for SRO Program (ACTION ITEM) – Gary J. Riedner / James Fry

DESCRIPTION

The City of Moscow, through the Moscow Police Department, has been employing a School Resource Officer (SRO) position for over 18 years to provide a law enforcement presence and additional resources to the Moscow School District to assist in providing and maintaining a safe and healthy student environment. Previously, the MSD and City had agreed to have two SRO positions, with the costs of the two positions to be evenly divided between the MSD and City. However, with the advent of COVID-19, MSD requested that one of the positions be eliminated for budgetary reasons, and that we return to one SRO, with the costs of the position to be evenly divided between the City and the MSD. The attached Memorandum of Understanding contemplates one SRO position.

STAFF RECOMMENDATION

Recommend approval of the MOU with Moscow School District for the School Resource Officer program.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the MOU with Moscow School District for the School Resource Officer program, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Memorandum of Understanding with MSD for SRO_2021_clean

MEMORANDUM OF UNDERSTANDING
FOR PROFESSIONAL SERVICES BETWEEN
CITY OF MOSCOW, IDAHO AND
MOSCOW SCHOOL DISTRICT NO. 281

THIS AGREEMENT FOR PROFESSIONAL SERVICES, dated this _____ day of _____, 2021, by and between the City of Moscow, Idaho, 206 East Third Street, Moscow, Idaho, 83843, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Moscow School District No. 281, 650 North Cleveland, Moscow, Idaho, 83843 (hereinafter "MSD");

INTRODUCTION

WHEREAS, CITY, through the Moscow Police Department (hereinafter "MPD") has been employing a School Resource Officer (SRO) position for over twenty-one (21) years to provide a law enforcement presence and additional resources at MSD in order to assist in providing and maintaining a safe and healthy student environment; and

WHEREAS, in the past eighteen (18) months, MSD has paid half the salary of the one SRO due to budgetary concerns of MSD in paying for an entire additional SRO; and

WHEREAS, MSD and City will continue to split the cost of the SRO, as detailed herein; and

WHEREAS, it is deemed to be in the best interests of CITY to enter into this Agreement with MSD as hereinafter provided;

NOW, THEREFORE, CITY and MSD, in consideration of the mutual covenants and stipulations set out, do hereby agree as follows:

SECTION 1: TERMS AND CONDITIONS OF MEMORANDUM OF UNDERSTANDING

A. Term: Pursuant to the terms of this Memorandum of Understanding (hereinafter "MOU"), CITY shall designate a police officer to fill the request of MSD for a full-time SRO. This MOU shall commence on the first day of October, 2021 (the Commencement Date), and shall continue per the terms herein for a period of three (3) years, subject to renewal upon agreement by both Parties.

B. Cost: MSD shall commit to provide funding to support the SRO position by reimbursing City on a schedule detailed on the chart attached as Exhibit "A".

C. Payment of Salaries and Costs: MSD shall pay to CITY, at the rate stated in the attached Exhibit "A", to reimburse CITY for the work of the SRO. Such payment shall be made in two (2) equal annual installments; the first shall be due the first day of October, and the second, the first day of April of each year this Agreement is in effect.

D. Scope of Work: The SRO will be a sworn police officer of the MPD. In addition to the regular duties of a sworn police officer, the SRO shall be available to school staff and shall provide education to classes regarding information pertinent to specific curriculum, as well as act as the key liaison between MPD and the MSD. This mission will be carried out in the following ways:

1. Primary contact/liaison between MPD and MSD personnel.
2. Visible at school activities, when available.
3. Work with students who are at risk regarding attendance concerns.
4. Speak to classrooms regarding a variety of subjects, upon staff request.
5. Be visible around school campus before school, after school, and during lunch times.
6. Be the primary officer to respond when criminal acts occur on school property, when available.

E. Uniform and Equipment: The SRO will wear a standard MPD uniform. The SRO will be armed at all times while on duty.

F. Location and Assignment of Work: The SRO will serve all the schools operated by MSD.

G. Standard Operating Procedures for the SRO:

1. The SRO shall strive to follow MSD policies and procedures related to law enforcement action within the schools, but is ultimately required to follow CITY personnel policy and MPD policy and procedures.

2. The role of SRO to the MSD is twofold: (a) to function in the schools as a Law Enforcement Officer; and (b) to act as an information resource.

3. The SRO will act as a liaison between MSD staff and MPD. It will be the duty of the SRO to help MSD staff with concerns or problems that might be law enforcement related. The SRO will do necessary research and involve appropriate personnel from MPD or the community to resolve concerns or problems brought up by MSD.

4. With approval of the SRO's Division Commander and the district school principals, the SRO may attend the following functions in an on-duty, paid status:

   a. PTA meetings;
   b. Staff meetings;
   c. Dances;
   d. Sporting events;
   e. Other school related events upon request by MSD or SRO.

SECTION 2: MODIFICATION AND ASSIGNABILITY OF CONTRACT

This MOU contains 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 MOU may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. MSD and CITY shall not assign any right, duties or obligations under this

MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

SECTION 3: TERMINATION OF MOU

If MSD ceases payment for SRO, CITY may terminate this MOU in whole or in part at any time before the end of the three (3) year term. CITY will thereafter be entitled to receive payment for those services reasonably performed to the date of termination.

SECTION 4: ADHERENCE TO LAW REQUIRED

All applicable Federal, State, and Local statutes and regulations are hereby made a part of this MOU and shall be adhered to at all times. Violation of any of these statutes or regulations by CITY and/or MSD shall be deemed material and shall subject CITY and/or MSD to termination of this MOU.

SECTION 5: JURISDICTION AND VENUE

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

SECTION 6: INDEMNIFICATION

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions, and those of its officers and employees acting within the course and scope of their employment.

SECTION 7: LEGAL FEES

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

SECTION 8: NOTICE

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

MSD:
Greg Bailey, Superintendent
Moscow School District
650 North Cleveland Street
Moscow, Idaho 83843

CITY:
James Fry, Chief of Police
City of Moscow
206 East Third Street
Moscow, Idaho 83843

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

MSD:

_____
Greg Bailey, Superintendent

CITY:

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Greg Bailey, 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_____

EXHIBIT "A"

MOSCOW SCHOOL DISTRICT / CITY OF MOSCOW

ESTIMATED SHARED COSTS FOR MPD SCHOOL RESOURCE OFFICER (ESTIMATE)

	2021 Prior Year	***2022 Year 1 (Step D)***	***2023 Year 2***	***2024 Year 3***
Wages*	53,539	69,650	71,749	73,891
Benefits**	32,025	30,178	31,083	32,016
Total	**85,564**	**99,828**	**102,832**	**105,907**
Moscow School District	42,782 (50%)	49,914 (50%)	51,416 (50%)	52,954 (50%)
Moscow Police Department	42,782 (50%)	49,914 (50%)	51,416 (50%)	52,954 (50%)

* Amount for Year 1 per the City of Moscow Step and Grade System Progression Chart. Amounts for Years 2-3, 3.0% estimated increase for COLA which varies depending upon the application of the Consumer Price Index issued by the United States Bureau of Labor Statistics. Actual adjustments vary annually.

** 3.0% estimated increase for benefits each year. Actual adjustments vary annually.

COMMITTEE STAFF REPORT

DATE: Monday, October 11, 2021

RESPONSIBLE STAFF

Brian Nickerson

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Comprehensive Mutual Aid Agreements for Fire Assistance (ACTION ITEM) – Brian Nickerson

DESCRIPTION

The City of Moscow benefits significantly from having mutual and automatic aid agreements with our fire and EMS partners in the quad counties. This type of agreement provides the opportunity to give and receive assistance in the event the need should arise from an emergency situation including both fire and EMS. This updated agreement also enhances the opportunity to possibly receive credit for Insurance Service Office (ISO) Rating system for fire classification for the city. This update provides the ability to create a Response Plan / Card system for response on an automatic basis with no need to special request mutual aid from our partners. The Moscow Fire Department would like to enter into this Mutual and Automatic Aid Agreement with the following agencies; Moscow Rural Fire District, City of Lewiston, City of Pullman, City of Clarkston, City of Asotin, Asotin County Fire District, Potlatch Corporation Rural Fire Protection District, City of Troy, Troy Rural Volunteer Fire Department, Deary Rural Fire District, City of Genesee, Genesee Rural Fire District, Genesee Community Firemen Inc., City of Julietta, City of Kendrick, Bovill Fire Protection District, City of Palouse, Whitman County Rural Fire District No. 4, Whitman County Fire District No. 12, Whitman County Fire District 14, The City of Colfax, J-K Ambulance, Bennett Lumber Products, Clearwater Paper. All partners receive assistance as necessary to help our surrounding agencies.

STAFF RECOMMENDATION

Recommend approval of the mutual and automatic aid agreement.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the mutual and automatic aid agreement, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Mutual Aid Fire Agreement

MUTUAL AND AUTOMATIC AID AGREEMENT
FOR FIRE SUPPRESSION AND OTHER EMERGENCIES

THIS MUTUAL AND AUTOMATIC AID AGREEMENT FOR FIRE SUPPRESSION AND OTHER EMERGENCIES is made and entered into this _____ day of _____, 2021, between CITY OF MOSCOW, IDAHO, a municipal corporation of the State of Idaho, MOSCOW RURAL FIRE DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; CITY OF LEWISTON, a municipal corporation of the State of Idaho; CITY OF PULLMAN, a municipal corporation of the State of Washington; CITY OF CLARKSTON, a municipal corporation of the State of Washington; CITY OF ASOTIN, a municipal corporation of the State of Washington; ASOTIN COUNTY FIRE DISTRICT, a fire district organized pursuant to the laws of the State of Washington; POTLATCH CORPORATION RURAL FIRE PROTECTION DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; CITY OF TROY, a municipal corporation of the State of Idaho; TROY RURAL VOLUNTEER FIRE DEPARTMENT, a fire district organized pursuant to the laws of the State of Idaho; DEARY RURAL FIRE DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; CITY OF GENESEE, a municipal corporation of the State of Idaho; GENESEE RURAL FIRE DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; GENESEE COMMUNITY FIREMEN INC., and Idaho corporation; THE CITY OF JULIAETTA, a municipal corporation of the State of Idaho; THE CITY OF KENDRICK, a municipal corporation of the State of Idaho; BOVILL FIRE PROTECTION DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; CITY OF PALOUSE, a municipal corporation of the State of Washington; WHITMAN COUNTY RURAL FIRE DISTRICT NO. 4, a fire district organized pursuant to the laws of the State of Washington; WHITMAN COUNTY FIRE DISTRICT NO. 12, a fire district organized pursuant to the laws of the State of Washington; WHITMAN COUNTY FIRE DISTRICT NO. 14, a fire district organized pursuant to the laws of Washington; THE CITY OF COLFAX, a municipal corporation of the State of Washington; J-K AMBULANCE, an ambulance district organized pursuant to the laws of the State of Idaho; BENNETT LUMBER PRODUCTS, an Idaho corporation; and CLEARWATER PAPER, an Idaho corporation; all being political subdivisions, governmental entities, or corporations of or within the State of Idaho and the State of Washington herein each individually referred to as "Party" and collectively as "Parties."

W I T N E S S E T H:

WHEREAS, each Party hereto is legally authorized to provide fire control, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support (hereinafter "Services"); and

WHEREAS, each Party hereto owns and maintains equipment and retains personnel who are trained to provide various levels of such Services; and

WHEREAS, in the event of a major fire, disaster or other emergency (hereinafter "Emergency"), any Party may need the aid of one or more of the other Parties to this Agreement to provide supplemental Services in the form of either equipment and/or personnel; and

WHEREAS, Each of the Parties may have the necessary equipment and personnel available to enable it to provide such aid to one or more of the other Parties to this Agreement in the event of an Emergency; and

WHEREAS, the facilities of each of the Parties are located in such manner as to enable each one or more of the Parties to render aid to the other; and

WHEREAS, each of the Parties to this Agreement has determined that it is in the best interests of each of the Parties to set forth guidelines for providing mutual and automatic aid to each other in the case of an Emergency; and

WHEREAS, each Party has determined that such Services 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 Agreement and in order to provide the above Mutual and Automatic Aid between Parties, it is hereby agreed as follows:

SECTION 1: AUTHORIZATION

This Agreement is authorized under Idaho Code § 67-2326 and § 67-2339 and the Revised Code of Washington 39.34.030.

SECTION 2: AUTOMATIC AID

For all first alarm fires or above (working ECHO fires), Parties agree to provide Automatic Aid. Automatic Aid is assistance that is automatically dispatched by this agreement between all Parties for response within any two communities or fire districts to all first alarm fires or above. Automatic Aid is dispatched on the initial alarm as designated in the Parties response plan or card system and is available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

SECTION 3: PURPOSE

The stated purpose of this Agreement is for the Parties to provide Mutual and Automatic Aid to each other for the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the event of a major fire, disaster, or other emergency. This Agreement will permit the Parties to cooperate to their mutual advantage, utilizing personnel and equipment to provide mutual and automatic aid to the other Party for duties associated with fire control, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the case of an emergency where one of the Parties may need the aid of the other Party to provide such mutual or automatic aid. The duty of each Party under this Agreement is discretionary, but each Party agrees that it will provide such aid to the extent it determines that it has sufficient equipment and personnel to provide the requested aid. All Parties agree that it is not the purpose of this Agreement to provide the normal and usual fire control, fire prevention, medical services, hazardous materials control, and/or other support which it performs as a public or private organization. Each Party acknowledges that it has no right to demand of another Party that it provide any specific aid.

SECTION 4: PLANNING

The Commanding Officer or Incident Commander or their respective designee may develop operational plans for any aid under this Agreement. The plan may indicate the procedures to be followed in responding to a request for aid. The Commanding Officer or Incident Commander 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 aid may be needed. This Agreement may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The Parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either Party. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Agreement.

SECTION 5: REQUEST FOR AID

Whether it be by Mutual or Automatic Aid requested by the Commanding Officer or Incident Commander (also known as the Requesting Party) at the scene of an Emergency within the boundaries of that Party's geographic jurisdiction, the Requesting Party is authorized to request aid from one or more of the other Parties when confronted with an Emergency situation for which the Requesting Party has need of equipment or personnel in excess of that available within the Requesting Party's own jurisdiction.

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

SECTION 6: RESPONSE TO REQUEST

Only the Command Officer or designee of a Responding Party may determine whether or not to respond to a request for emergency aid under this Agreement, or in the absence of the Command Officer, a designee named by title of position held with the Responding Party. Upon receipt of a request, the Command Officer or designee of the Responding Party should immediately take the following actions:

A. Determine if the Responding Party has the requested equipment and personnel available to respond to the Requesting Party and determine the type of the equipment and number of personnel available.
B. Determine what available equipment and what available personnel should be dispatched in accordance with the response plans and procedures established by each Party.
C. In the event the requested equipment and/or personnel are available, the Commanding Officer of the Responding Party shall dispatch such equipment and personnel to the scene of the emergency to the designated location with the proper operating instructions.

D. In the event the requested equipment and/or personnel are not available, the Command Officer or designee of the Responding Party shall immediately advise the Requesting Party of such fact.

Personnel responding to a request for aid shall meet reasonable training or certification standards as required by each state's Certification Standards. If the Responding Party agrees to provide Mutual Aid or begins the process of Automatic Aid, it shall notify the Requesting Party of the equipment and personnel which will be engaged in such aid as well as the time it/they will be provided and the name of the person who will be in charge of providing the aid. If the amount of aid varies after the initial request for aid is made, the Responding Party shall amend the notification so that the Requesting Party will know what aid was dispatched.

SECTION 7: COMMAND RESPONSIBILITY AT SCENE

The Requesting Party shall have on-site command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the Responding Party's officer in charge. If the Requesting Party specifically requests a senior officer of the Responding Party to assume command, the Requesting Party shall not, by relinquishing command, be relieved of responsibility for the operation. The Requesting Party shall always keep the Responding Party advised as to the person who is exercising command and direction. When requested by the Requesting Party or 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 aid is no longer needed, the Requesting Party shall release the Responding Party's apparatus and direct that all equipment and personnel are returned to the Responding Party's facilities. Personnel who participate in aid 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 8: DURATION OF AID

The initial duration of a request for aid is anticipated to be one (1) day but may be extended, if necessary. The duration of the response depends upon the complexity of the event.

SECTION 9: COMMUNICATIONS

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting

Party. Responding Party personnel should be prepared to furnish communication equipment sufficient to maintain communications between its respective operating units.

SECTION 10: NATIONAL INCIDENT REQUIREMENTS

The Requesting Party shall complete the National Fire Incident Report and will forward Responding Party a copy of this report detailing the incident. Each of the Parties recognizes and agrees to follow all applicable National Incident Management System (NIMS) and Incident Command System (ICS) guidelines and protocols when responding to an incident.

SECTION 11: GENERAL RESPONSIBILITIES OF PARTIES

A. Participation of Parties in activities and operations governed by this Agreement is voluntary.
B. Participation of Parties in activities and operations governed by this Agreement 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 Agreement does not create a partnership between any of the Parties.
D. Direction and control over any Emergency response covered by this Agreement shall be the responsibility of the Party in whose jurisdiction the Emergency occurs.
E. The Parties, during the performance of this Agreement, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
F. Parties shall complete reports of Emergency response on a timely and accurate basis. Records kept in regard to Services shall be kept by the Party with jurisdiction over the Emergency. 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 Emergency occurred, except of that particular jurisdiction's own report.
G. Parties shall cooperate with the prosecution of any cases filed as a result of the aid provided, including receiving out of state subpoena's, meeting with the handling jurisdiction's prosecutor and testifying in Court.
H. Press releases concerning Emergency responses conducted by Parties under this Agreement shall be made by the Party with jurisdiction over the Emergency. Prior to the release of any information, the Party with jurisdiction should consult with the other Party or Parties involved in providing aid.
I. Personnel of the Parties 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 Commanding Officer or Incident Commander 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 personnel's supervisor.
J. When the aid 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.
K. Each Party agrees to maintain adequate insurance coverage for its own equipment and personnel.

SECTION 12: FINANCING

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

SECTION 13: COMPENSATION

Each Party agrees that it will not seek compensation from the other Party for services rendered under this Agreement unless certain exceptions apply. Each Party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation for its personnel. Each Party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that Party. However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other Party for the actual cost of such chemicals. In the event the incident evolves into a State Mobilization funded by the State of Idaho, the Requesting Party will assist the Responding Party in obtaining reimbursement from the State.

SECTION 14: LIABILITY

A. No Liability for Responding Agency. Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) providing or refusing to provide Mutual or Automatic Aid under this Agreement.

B. Mutual Releases. Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Agreement or providing Mutual or Automatic Aid hereunder.

C. Liability to Other Parties. Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, the Requesting Party or any other Party shall not be obligated to pay the Responding Party or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual or Automatic Aid. This provision shall not apply to the extent this provision would void applicable property insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of property Insurance as opposed to seeking reimbursement from the other Party.

D. Liability to Third Parties. The term "third party" means any person, firm or entity other than the Parties to this Agreement and the Parties' officers, officials, employees, volunteers and or agents. With regard to the Mutual or Automatic Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of the Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers, and/or agents.

E. Survival. The provisions of this Section shall survive the expiration or termination of this agreement.

SECTION 15: IMPLEMENTATION, DURATION, AND TERMINATION OF AGREEMENT

A. Implementation. This Agreement shall not be effective as to each Party until it is approved by the Party's authorized representative and has received a positive opinion letter from the Idaho Attorney General's office pursuant to Idaho Code Section 67-2329.

B. Duration. This Agreement shall remain in full force and effect for five (5) years from its effective date, unless terminated prior to that in the manner set forth below. After five (5) years, this Agreement will remain in effect on a year-to-year basis, or until any of the Parties terminates themselves from the Agreement by providing not less than thirty (30) days written notice.

C. Termination. Any of the Parties may terminate their participation in this agreement prior to the expiration as follows:

1) Any Party desiring to withdraw from this Agreement shall serve written notice upon the other Parties of its intention to terminate with the Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in that written notice. The written notice shall automatically withdraw that Party from this Agreement on the date specified therein unless rescinded in writing prior to that date.

2) Termination within any Party from this agreement shall not preclude future Mutual or Automatic Aid agreements between any of the Parties.

SECTION 16: INTERGOVERNMENTAL COOPERATION ACT PROVISIONS

A. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligations allowed under the Act.

B. Administration. Unless the Parties otherwise agree, there shall be no lead Party responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

C. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either Party to enable it to perform the services required under this Agreement shall remain the property of that Party.

SECTION 17: GENERAL PROVISIONS

A. Assumption of Liability. The Parties are governmental and private entities subject to public entity statutory and constitutional restrictions concerning the acceptance of liability. Idaho public entity 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, employees and volunteers acting within the course and scope of their duties. 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 Agreement in accordance with Idaho Code §67-2337(6) and 31-1430.

B. Rights Not Assignable. Parties shall not assign any rights or duties under this Agreement to any other person or entity, governmental or otherwise, without the prior written approval of the other Parties.

C. Interpretation. As a further condition of this Agreement, Parties acknowledge that this Agreement 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 Agreement 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 Agreement (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. Complete Agreement. This Agreement 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.

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

H. Document Control. A duplicate original of this Agreement shall be filed at the administrative offices of each Party.

I. Benefits. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

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

CITY OF MOSCOW

_____ Attest: _____
Bill Lambert, Mayor Laurie Hopkins, City Clerk

MOSCOW RURAL FIRE DISTRICT

_____ Attest: _____
Chair, Board of Commissioners Secretary, Board of Commissioners

CITY OF LEWISTON

_____ Attest: _____
Mayor City Clerk

CITY OF PULLMAN

_____ Attest: _____
Mayor City Clerk

CITY OF CLARKSTON

_____ Attest: _____
Mayor City Clerk

CITY OF ASOTIN

_____ Attest: _____
Mayor City Clerk

ASOTIN COUNTY FIRE DISTRICT

_____ Attest: _____
Commissioner Secretary

POTLATCH CORPORATION RURAL FIRE PROTECTION DISTRICT

_____ Attest: _____

CITY OF TROY

_____ Attest: _____
Mayor City Clerk

TROY RURAL VOLUNTEER FIRE DEPARTMENT

_____ Attest: _____
Commissioner Secretary

DEARY RURAL FIRE DISTRICT

_____ Attest: _____
Commissioner Secretary

CITY OF GENESEE

_____ Attest: _____
Mayor City Clerk

GENESEE RURAL FIRE DISTRICT

_____ Attest: _____
Commissioner Secretary

GENESEE COMMUNITY FIREMEN INC

_____ Attest: _____
Commissioner Secretary

THE CITY OF JULIAETTA

_____ Attest: _____
Mayor City Clerk

THE CITY OF KENDRICK

_____ Attest: _____
Mayor City Clerk

BOVILL FIRE PROTECTION DISTRICT

_____ Attest: _____
Commissioner Secretary

CITY OF PALOUSE

_____ Attest: _____
Mayor City Clerk

WHITMAN COUNTY RURAL FIRE DISTRICT NO. 4

_____ Attest: _____
Commissioner Secretary

WHITMAN COUNTY FIRE DISTRICT NO. 12

_____ Attest: _____
Commissioner Secretary

WHITMAN COUNTY FIRE DISTRICT NO. 14

_____ Attest: _____
Commissioner Secretary

THE CITY OF COLFAX

_____ Attest: _____
Mayor City Clerk

J-K AMBULANCE

_____ Attest: _____
Commissioner Secretary

BENNETT LUMBER PRODUCTS

_____ Attest: _____
Commissioner Secretary

CLEARWATER PAPER

_____ Attest: _____
Commissioner Secretary