Administrative Committee

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

Monday
September 25, 2023

4:00 PM

Council Chambers
206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item 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. 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 Administrative Committee August 28, 2023 Minutes (ACTION ITEM) - Taylor Riedner**

2. **Houston-Galveston Area Council of Governments Interlocal Contract for Cooperative Purchasing (ACTION ITEM) - Bill Belknap**

   Idaho Code § 67-2807 authorizes political subdivisions of the State of Idaho to participate in cooperative purchasing agreements with the State of Idaho, other Idaho political subdivisions, other government entities, or associations thereof with the approval of its governing board. The Houston-Galveston Area Council of Governments (H-GAC) is a cooperative purchasing consortium that conducts public competitive procurements compliant with state statutes and provides an efficient means of procuring certain goods and services. The City has previously participated in the program and purchased the last two fire engines through the program. The City desires to continue to participate in the H-GAC program and is seeking Council approval to execute a new Interlocal Contract for Cooperative Purchasing and authorize the Mayor's signature.

   PROPOSED ACTIONS: Recommend approval of the Interlocal Contract for Cooperative Purchasing and authorize the Mayor's signature thereon through the proposed resolution; or provide staff further direction.

3. **Idaho Public Television Tower Lease Agreement (ACTION ITEM) - Bill Belknap**

   The City is currently working toward the replacement of the City's emergency communications radio system due to the current equipment reaching end-of-life as well as system coverage deficiencies. One component of that project will include the installation of additional radio antennas and equipment on the radio tower located on Paradise Ridge which is owned by the State of Idaho and operated by Idaho Public Television (IPTV). Staff worked with IPTV to prepare a lease agreement to allow the installation of the new equipment planned for installation with the new radio system. The Lease Agreement was approved by the City Council on May 15th of this year. However, after that approval, IPTV and the University of Idaho identified a use limitation within the site lease between IPTV and the University of Idaho that would potentially preclude the City's proposed emergency communications use on the site. The University of Idaho Board of Regents approved an amended site lease at their August meeting to address this conflict, and the City and IPTV have amended the lease agreement to reflect the amended site lease and extend the lease term to be concurrent with IPTV's site lease. The agreement is back before the Council for approval with these modifications.

PROPOSED ACTIONS: Recommend approval of the proposed lease agreement, or provide staff further direction.

4. **Proposed Repeal of Moscow City Code Chapter 10, Title 5 (ACTION ITEM) - Bill Belknap**

   Recent judicial decisions have identified that it is unclear whether the City has the authority to continue to charge the public street lighting fee that was established in 1998. Out of an abundance of caution, City staff is recommending that the City cease the collection of this fee until there is legislative or judicial action that firmly establishes the authority to collect public lighting fees. Staff has prepared an ordinance to repeal Chapter 5 of Title 10 which established the street light fee for the Council's consideration.

   PROPOSED ACTIONS: Recommend approval of the proposed Ordinance repealing Chapter 5, Title 9 of Moscow City Code; or provide staff further direction.

5. **Proposed amendment to the FY2024 Fee Resolution (ACTION ITEM) - Bill Belknap**

   Recent judicial decisions have identified that it is unclear whether the City has the authority to continue to charge the public street lighting fee that was established in 1998. Out of an abundance of caution, City staff is recommending that the City cease the collection of this fee until there is legislative or judicial action that firmly establishes the authority to collect public lighting fees. Additionally, recent updates to the City's cost allocation model have resulted in the ability to defer some of the proposed sanitation rate increases. Staff has prepared a resolution to amend the adopted FY2024 fee resolution to incorporate these fee amendments for the Council's consideration.

   PROPOSED ACTIONS: Recommend approval of the proposed Resolution; or provide staff further direction.

6. **Idaho Counties Risk Management Program Joint Powers Subscriber Agreement (ACTION ITEM) - Bill Belknap**

   The Idaho Counties Risk Management Program (ICRMP) provides the City with liability and property insurance coverage. ICRMP has updated its Joint Powers Subscribers Agreement that describes member's rights and obligations, ICRMP governance and other general provisions. ICRMP is requesting the Mayor's signature on the updated Joint Powers Subscribers Agreement.

   PROPOSED ACTIONS: Recommend approval of the Joint Powers Subscriber Agreement; or provide staff further direction.

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

Administrative Committee

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday **August 28, 2023**	**4:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 4:00 p.m.
PRESENT: Hailey Lewis, Gina Taruscio, Maureen Laflin
OTHERS: Council Member Julia Parker, Council Member Sandra Kelly
STAFF: Bill Belknap, Cody Riddle, Amanda Argona, Sarah Banks, Bonnie Dennler, Aimee Hennrich, Mia Bautista, Taylor Riedner

REGULAR AGENDA

1. **Approval of Administrative Committee July 24, 2023 Minutes (ACTION ITEM) - Taylor Riedner**

The Committee recommended approval and that it be placed on the Council consent agenda.

2. **Pour Company Homecoming Block Party Alcohol Use Request in Ghormley Park (ACTION ITEM) - Amanda Argona**

   Pour Company is requesting an alcohol use permit in Ghormley Park for their Homecoming Block Party on Sat., Oct. 14 from 1-6 p.m. This event is the first of its kind for the Ghormley Park location with the potential to be an annual function. The applicant anticipates no more than four licensed beer/wine vendors and up to three food trucks, as well as live music. In similar fashion to Rendezvous in the Park, the event footprint will act as the beer garden with barriers structured in such a way as to ensure no individuals may pass under or over the barriers and there is a single entry check-in point to control open container access.

   Following standard operating procedures for events with alcohol within a City Park, Pour Company is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 1 to 6 p.m. during the aforementioned date. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration.

   PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in Ghormley Park within the event footprint of Homecoming Block Party during the listed time and date of the event; or provide staff further direction.

Argona introduced the item as written above. The initial request was made for 6th St, however due to past homecoming events ,the park was found to be a better fit for the event. Per the Resolution, the maximum number of vendors allowed is 4 and glasses used must be opaque and not necessarily glass. Lighting accommodations will be discussed with the Parks Department should they be needed. The Homecoming Parade is scheduled to take place just prior to this event and kick off is scheduled just after to allow for the public to attend all events.

Stefan Yauchzee (Pour Company) shared his vision of the event, goals to continue the event annually, and measures that have already been taken for the security and safety of the event.

The Committee recommended approval and that it be placed on the Council consent agenda.

3. **Health Insurance Consulting Group Contract Renewal (ACTION ITEM) - Bonnie Dennler / Sarah Banks**

   The City of Moscow has utilized the Murray Group, Inc. for a number of years to provide consulting services for strategic benefits planning and support for the city's employee benefits program. Services provided by the Murray Group include Health insurance and benefits planning and design, vendor management and administration, day-to-day administrative issues, COBRA administration, actuarial services, Employee Navigator (benefits platform) administration, as well as other necessary consulting and services.

   In order to effectively manage and administer the city's employee health benefit programs, as well as maintain compliance with benefit and employment law surrounding ERISA, COBRA, HIPAA, ACA, Section 125, and other benefit administration requirements, approval is needed to renew contract agreements with the Murray Group for the 2023-2024 benefits plan year which began on August 1, 2023.

   PROPOSED ACTIONS: Recommend approval of the Murray Group Consulting agreement, Murray Group Business Associate Agreement, and Employee Navigator Client Agreement; or provide staff with further direction.

Dennler introduced the item by sharing a summary of the 3 agreements. The Consulting Agreement provides general terms and conditions for consulting services and associated fees, payments, and responsibilities. The Business Associate Agreement provides Murray Group with access to employee protected health information. Per HIPPA regulations, it is necessary to provide this access in order to assist with consultations, claims, legal advice, billing disputes, and other case-by-case scenarios with the approval of the employee. The final agreement for Employee Navigator is an online platform to assist with employee benefits, open enrollment, new hire orientation, and additional resources.

This year's benefit plan started August 1st. The contracts did not come forward earlier due a much needed review of contracts prior to approval. All agreements are necessary in order to continue receiving the benefits with Murray Group. Regardless of the delay in approval, there have been no gaps in services and the relationship between the City and the Murray Group well exceeds 10 years.

Belknap shared that Murray Group has provided services that would otherwise require additional staffing at the City and the current services cost approximately $45,000 per year. The City will be shopping amongst additional brokers towards the end of the year to ensure they are the best option. In the past, these agreements only went through administrative review rather that committee review and this year required additional updating.

The Committee requested the City do some shopping in the industry to ensure this broker is in the best interest of the City and to continue bringing these agreements to Committee for review in the future.

The Committee recommended approval and that it be placed on the Council consent agenda.

4. **Proposed Lot Line Adjustment at 1998 Ben Gifford Ct and 1974 Sunnyside Ave (ACTION ITEM) - Aimee Hennrich**

   The applicant, Jim Swift, is requesting a lot line adjustment between 1998 Ben Gifford Ct and 1974 Sunnyside Ave. The proposed lot line adjustment would increase 1974 Sunnyside Ave from 10,627 sf to 11,697 sf, and decrease 1998 Ben Gifford Ct from 21,378 sf to 20,308 sf. 1998 Ben Gifford Ct is currently a vacant lot and a single-family home is currently under construction at 1974 Sunnyside Ave. The applicant is requesting the lot line adjustment in order to make more symmetrical rear property lines to improve landscaping and maintenance. The subject properties are currently within the Medium Density Residential (R-3) Zoning District, where the minimum lot size is 6,000 sf and the minimum lot width is 60 feet. All proposed lots meet the minimum lot size and width requirements of the R-3

Zone, and the single-family dwelling currently under construction will meet all setback requirements.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

Hennrich introduced the item as written above and reflected on the subject property and the zoning requirements. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting adjourned at 4:22 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 25, 2023

AGENDA ITEM TITLE

Houston-Galveston Area Council of Governments Interlocal Contract for Cooperative Purchasing (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

Idaho Code § 67-2807 authorizes political subdivisions of the State of Idaho to participate in cooperative purchasing agreements with the State of Idaho, other Idaho political subdivisions, other government entities, or associations thereof with the approval of its governing board. The Houston-Galveston Area Council of Governments (H-GAC) is a cooperative purchasing consortium that conducts public competitive procurements compliant with state statutes and provides an efficient means of procuring certain goods and services. The City has previously participated in the program and purchased the last two fire engines through the program. The City desires to continue to participate in the H-GAC program and is seeking Council approval to execute a new Interlocal Contract for Cooperative Purchasing and authorize the Mayor's signature.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Interlocal Contract for Cooperative Purchasing and authorize the Mayor's signature thereon through the proposed resolution; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Interlocal Contract for Cooperative Purchasing and authorize the Mayor's signature thereon through the proposed resolution.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023-HGAC CooperativePurchasingApproval_final

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE CITY OF MOSCOW TO PARTICIPATE IN THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE PROCUREMENT OF FIRE APPARATUSES AND OTHER PURCHASES AS DEEMED BENEFICIAL TO THE CITY; AUTHORIZING THE MAYOR'S SIGNATURE UPON THE INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING AGREEMENT; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Idaho Code § 67-2807 authorizes political subdivisions of the State of Idaho to participate in cooperative purchasing agreements with the State of Idaho, other Idaho political subdivisions, other government entities, or associations thereof with the approval of its governing board; and

WHEREAS, Idaho Code § 67-2349 requires, to the extent permitted by federal laws and regulations, any public body to provide preference to vendors for services and goods domiciled in the State of Idaho; and

WHEREAS, the Houston-Galveston Area Council of Governments (H-GAC) is a cooperative purchasing consortium that conducts public competitive procurements compliant with state statutes; and

WHEREAS, utilization of the H-GAC cooperative procurement program provides for an efficient means of procuring certain goods and services; and

WHEREAS, on April 4, 2017, the Moscow City Council authorized the purchase of a fire engine utilizing the HGAC program; and

WHEREAS, the City desires to continue to participate in the H-GAC program and execute a new Interlocal Contract for Cooperative Purchasing and authorize the Mayor's signature upon said Contract; and

WHEREAS, prior to making any purchase under the H-GAC program, the City will conduct an assessment to determine if there are any vendors for services and goods domiciled in the State of Idaho that can provide the same goods and services for an equivalent cost in accordance with Idaho Code § 67-2349;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the Mayor of the City of Moscow is hereby authorized to sign the Interlocal Contract for Cooperative Purchasing attached hereto as Exhibit 'A'.
2. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Drew Davis	________	________	________	________
Sandra Kelly	________	________	________	________
Maureen Laflin	________	________	________	________
Hailey Lewis	________	________	________	________
Julia Parker	________	________	________	________
Gina Taruscio	________	________	________	________

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of _____________, 2023.

____
Arthur D. Bettge, Mayor

CERTIFICATION and **ATTESTATION**. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _______________, 2023 and attest to the Mayor's signature.

____
Laurie M. Hopkins, City Clerk

Exhibit A

INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING

ILC No.:____________
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *__________________________, and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began *________________________ and ends *________________________. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* ______ Name of End User *(local government, agency, or non-profit corporation)*	***Houston-Galveston Area Council*** 3555 Timmons Lane, Suite 120, Houston, TX 77027
* ______ Mailing Address	By:______ Executive Director
* ______ City State ZIP Code	Date: ______
*By: ______ Signature of chief elected or appointed official	
* ______ Typed Name & Title of Signatory	
* ______ Date	

**Denotes required fields*

rev. 4/18

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to: **H-GAC Cooperative Purchasing Program** **P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: ______________________________ County Name: ______________
(Municipality/County/District/etc.)

Mailing Address: ____
(Street Address/P.O. Box) *(City)* *(State)* *(ZIP Code)*

Main Telephone Number: ______________________ FAX Number: ______________________

Physical Address: ____
(Street Address, if different from mailing address) *(City)* *(State)* *(ZIP Code)*

Web Site Address: ____

Official Contact: ______________________________ Title: ______________________
(Point of Contact for HGACBuy Interlocal Contract) Ph No ______________________
Mailing Address: ______________________________ Fx No. : ______________________
(Street Address/P.O. Box) E-Mail Address: ______________________

____
(City) *(State)* *(ZIP Code)*

Authorized Official: ______________________________ Title: ______________________
(Mayor/City Manager/Executive Director/etc.) Ph No.: ______________________
Mailing Address: ______________________________ Fx No. ______________________
(Street Address/P.O. Box) E-Mail Address: ______________________

____
(City) *(State)* *(ZIP Code)*

Official Contact: ______________________________ Title: ______________________
(Purchasing Agent/Auditor etc.) Ph No.: ______________________
Mailing Address: ______________________________ Fx No. : ______________________
(Street Address/P.O. Box) E-Mail Address: ______________________

____
(City) *(State)* *(ZIP Code)*

Official Contact: ______________________________ Title: ______________________
(Public Works Director/Police Chief etc.) Ph No.: ______________________
Mailing Address: ______________________________ Fx No. : ______________________
(Street Address/P.O. Box) E-Mail Address: ______________________

____
(City) *(State)* *(ZIP Code)*

Official Contact: ______________________________ Title: ______________________
(EMS Director/Fire Chief etc.) Ph No.: ______________________
Mailing Address: ______________________________ Fx No. : ______________________
(Street Address/P.O. Box) E-Mail Address: ______________________

____
(City) *(State)* *(ZIP Code)*

*** denotes required fields**

SITE LICENSE AND USE AGREEMENT
BETWEEN IDAHO PUBLIC TELEVISION AND
CITY OF MOSCOW, IDAHO
FOR PARADISE RIDGE TOWER SITE

This Site License and Use Agreement, hereinafter "Agreement," is made by and between the State of Idaho through its State Board of Education acting through Idaho Public Television (IPTV), hereinafter "Licensor", and City of Moscow, a Municipal Corporation of the State of Idaho, hereinafter "Licensee", for the privilege of using a portion of Licensor's transmission tower and communications building, hereinafter "Premises", located at Paradise Ridge, Idaho. The term "Parties" refers collectively to Licensee and Licensor.

WHEREAS, the Licensor holds a leasehold interest in certain real property on Paradise Ridge by virtue of a Site Lease agreement with the Board of Regents of the University of Idaho ("UI") (hereafter "Site Lease"), attached as Exhibit A. Licensor and UI executed a First Amendment to Site Lease, attached as Exhibit B. The provisions, limitations, terms, and permitted uses of the Site Lease and First Amendment to Site Lease apply to this Agreement and shall be binding upon Licensee, with the exception of the terms specifically detailed herein that are different than the terms in the Site Lease; and

WHEREAS, the property and Premises operated by Licensor are not needed exclusively for its purposes; and

WHEREAS, the First Amendment to Site Lease permits Licensor to sublet portions of the Premises with the prior written consent of UI for purposes of communications transmission for public entities performing public safety and emergency response functions in the State of Idaho or Whitman County, and to Northwest Public Radio, a service of Washington State University; and

WHEREAS, Licensee, a public entity, seeks to utilize portions of the Premises for purposes of communications transmission to perform public safety and emergency response functions in the City of Moscow, located in the State of Idaho; and

WHEREAS, upon review of this Agreement, UI has provided its written consent for Licensor to sublet portions of the Premises as described herein to Licensee, and acknowledges said consent on the signature line at the end of this Agreement;

NOW THEREFORE, THE PARTIES AGREE THAT ALL MATTERS STATED ABOVE ARE FOUND TO BE TRUE AND CORRECT AND ARE INCORPORATED HEREIN BY REFERENCE AS IF COPIED IN THEIR ENTIRETY AND AGREE TO THE FOLLOWING:

1. Premises Description. Licensee enters into this Agreement with Licensor for access to a portion of the IPTV-owned transmission tower and communications building ("Premises") located at Paradise Ridge for purposes of communications transmission for the City of Moscow, a public entity, to perform public safety and emergency response functions within the City of Moscow, located in the State of Idaho. The Premises is located upon certain real property owned by UI and legally described and identified in Recital A to the Site Lease, a copy of which is attached as Exhibit A and which is fully incorporated by reference herein.

2. Equipment List. Licensor enters into this Agreement authorizing Licensee's equipment be placed on the transmission tower and in the communications building as set forth in the Equipment List, a copy of which is attached as Exhibit C, and which is fully incorporated by reference herein. Licensee shall obtain permission and approval from Licensor prior to changing equipment on the transmission tower and in the communications building, and will require revision to Exhibit C. Should Licensee upgrade to a higher power transmitter and/or a bigger antenna, Licensor may request an increase to the license fee set forth in Section 4, which shall be reviewed by Licensee and any revision to the license fee will be agreed upon by the Parties in writing.

3. **Term**. This Agreement shall be effective from the date of the last signature on this Agreement ("Effective Date"), and shall expire on June 30, 2043, the same date of the expiration of the First Amendment to Site Lease.

4. **Consideration**

a. **License Fee**. Licensee shall pay an initial license fee of six hundred fifty dollars ($650.00) per year, payable upon execution of this Agreement. Upon each anniversary of the Effective Date, the license fee shall be increased annually by an amount equal to three percent (3%) of the license fee for the immediately preceding year. Said payments shall be due within thirty (30) days of the anniversary of the Effective Date. This Agreement terminates if license fees are not received by Licensor within 30 days of each due date of this Agreement.

b. Licensee accepts this Agreement, subject to any valid existing rights, and agrees not to use the Premises, or any part thereof, except as a site for only the installation, operation, use, maintenance, and termination of the communication equipment described above.

5. **Installation and Maintenance of Licensee Equipment**

a. All plans for Licensee equipment installation on the transmission tower and in the communications building must be prepared by a licensed professional engineer. Such plans must be approved in writing by Licensor before commencement of any work.

b. Only bonded, insured service providers shall be authorized to perform installation and removal work on the transmission tower.

6. **Building Access.** Licensee will be given one key upon receipt of first payment. This key shall not be duplicated by Licensee. If Licensee requires additional access to the Premises, Licensee must notify Licensor, through the Chief Engineer at KUID/KCDT TV, at the station number (208) 885-1226. Licensee must also notify the Chief Engineer upon entry and departure from the Premises. ONLY SPECIFIED PERSONNEL SHALL HAVE ACCESS TO THE

PREMISES.

7. Power. The annual license fees are intended to cover the projected cost for Licensee's use of power and will not be billed separately. The license fee includes access to and use of the existing generator on site, any use of a future replacement generator or backup power and no additional fees will be requested of Licensee to cover the cost of any necessary ongoing maintenance, repair, or replacement of a generator or backup power. Any remaining fees collected that exceed Licensee's proportionate use of the power will be applied to various site maintenance expenditures. If power use exceeds agreed lease amount Licensee will be billed for the balance.

8. Interference. Licensee agrees that its equipment will be placed so that it does not block access to existing equipment on the Premises. Licensee shall ensure that its equipment operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the Premises. If Licensor or an authorized official of the Federal Communications Commission (FCC) determines that Licensee's use interferes with existing equipment, Licensee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of Licensor or FCC official. Licensor agrees that Licensor will not permit its equipment or equipment of others to be placed in a manner that will block access to Licensee's equipment. Licensor also agrees that Licensor will not permit its equipment or equipment of others to cause harmful interference with the operation of Licensee's equipment.

9. Compliance with Laws. Licensee and Licensor will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, operation, and maintenance in exercising the rights granted by this Agreement.

10. Authorizations/Permits. Use of communications equipment is contingent upon the possession of a valid FCC or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment shall be in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by Licensee for the equipment being operated. Licensee shall provide Licensor, or its authorized representatives, when requested, with current copies of all licenses for equipment in or on facilities covered by this Agreement. Additionally, Licensee shall be responsible for paying any fees for permits that may be required from other entities for Licensee's use of the Premises and property.

11. Maintenance. Licensor shall maintain the tower and the communications building. Licensor shall not maintain service for Licensee, nor any related broadcast transmitting equipment owned by Licensee. Licensee shall be responsible for the cost and expense of all repairs, and replacement of all parts and all maintenance of Licensee's equipment.

12. New or Additional Use. Any new or additional use of the Premises by Licensee requires Licensor's prior written consent. Any new or additional use by Licensee without the authorization of Licensor shall be prohibited and will be considered a breach. If Licensee receives approval by Licensor for the new or additional use, the cost for additional frequency filtering devices, as well as costs for engineering tests and installation of devices shall be borne entirely by Licensee.

13. Repairs, Alterations, and Waste. Licensee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds or any other part or portion of the Premises, including fixtures. Licensee further covenants that it will return the licensed Premises at the expiration of this Agreement, at the termination of this Agreement, or any extension thereof, to Licensor in the same condition as originally received, reasonable wear excepted. Licensee will maintain a clean and clutter-free equipment area. No storage is permitted in or around the equipment racks. Furthermore, this Agreement provides no terms for any storage on the Premises. Licensor shall not permit any use of the Premises that would interfere with Licensee's use pursuant to this Agreement.

14. Inspection. Licensee shall permit Licensor or Licensor's authorized representative to inspect Licensee's equipment and any improvements at any reasonable time and Licensee acknowledges UI's right of entry pursuant to Section 18 of the Site Lease (Exhibit A). Licensor has no duty, however, either before or during the term of this Agreement, to inspect the Premises or to warn of hazards and, if Licensor inspects the Premises, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or expiration of this Agreement, regardless of cause.

15. Insurance. Licensee is provided a comprehensive liability plan through ICRMP for maintaining in full force and effect, Auto, General Liability, and Property insurance, and is subject to the limits authorized pursuant to the Idaho Tort Claims Act under Idaho Code Title 6, Chapter 9. Licensor is a State of Idaho agency and is provided a comprehensive liability plan through the Risk Management Program established under Idaho Code section 67-5773 *et seq.*, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code section 6-901 *et seq*. 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.

17. Fire or other damage. If, during the term of this Agreement, the Premises hereof shall be destroyed or damaged by fire, water, wind, lightening or other cause not the fault of Licensee, so as to render the Premises unfit for occupation by the Licensee, this Agreement shall be automatically terminated. Licensee shall then immediately surrender the Premises to Licensor and Licensor shall reimburse Licensee the unused license fee proportionate to the fees in Section 4 to the time of such surrender.

18. Notices. Any notice required to be served in accordance with the terms of this Agreement shall be sent by registered or certified mail. Any notice required to be sent by Licensee shall be sent to Licensor as follows:

State Board of Education
Idaho Public Television
ATTN: Director of Technology
1455 N. Orchard St.
Boise, ID 83706-2239

Any notice required to be sent by Licensor shall be sent to Licensee as follows:

City of Moscow, a Municipal Corporation of the State of Idaho
ATTN: Bill Belknap, City Supervisor
206 East Third Street
Moscow, Idaho 83843

19. Improvements and Alterations Regarding Licensee's Equipment.

a. Installation. Licensee shall not make any alterations, additions or improvements regarding its allowed equipment on the tower or allowed equipment in the communications building without the prior written approval of Licensor or Licensor's authorized representative. Any and all alterations and improvements allowed by Licensor shall be made by Licensee at its sole cost and expense, in compliance with Section 5 a. and b., and must comply with all appropriate codes, ordinances, rules and regulations. Any approved changes of the equipment may require adjustment of the license fee to a mutually agreed rate.

b. Treatment of Approved Improvements Upon Expiration of Agreement. In the event this Agreement expires without Licensee having made application to renew, Licensor shall have the right to require Licensee to remove all approved improvements placed or caused to be placed upon the Premises by Licensee, and to require Licensee to restore the Premises as nearly as is reasonably practical to its natural condition, all at Licensee's sole cost and expense.

c. Treatment of Non-Approved Improvements. Any improvements to the Premises which are not approved by Licensor shall be removed by Licensee at Licensee's sole cost and expense.

Upon the expiration of the Agreement's term, if unapproved improvements remain on the Premises, then Licensor may, at its discretion, either remove such unapproved improvements and charge the cost of removal and restoration to Licensee, or retain the unapproved improvements at which time such improvements shall become the property of Licensor and shall remain in and be surrendered with the Premises as part thereof at the termination of the Agreement.

20. Removal of Personal Property. Licensee, upon termination of this Agreement, shall, within sixty (60) days, remove its exclusively used personal property and fixtures from the licensed Premises. Licensee shall restore the licensed Premises to a good serviceable condition.

21. Default, Termination or Abandonment. Either Party shall be in default immediately upon the breach of any covenant contained in this Agreement.

a. Notice of Default. At any time after the occurrence of default or defaults under this Agreement, while any such default remains without remedy, the Parties shall have the option of giving notice in writing of its intention to terminate this Agreement by personal service upon, or by written notice directed to the Party who is in default. Such notice of intention to terminate shall specify the default or defaults then outstanding. Waiver or acceptance of any default of the terms of this Agreement by either Party shall not operate as a release of either Parties responsibility for any prior or subsequent default.

b. Termination and Extension. After the thirty (30) days from giving of such notice in the case of default, if one or more defaults described in such notice then remains without remedy, this Agreement shall terminate without further notice and all rights of the Parties shall cease. The Parties may in writing, at its option, extend the above period, if an extension is justified.

c. Vacation of Premises. Upon termination of this Agreement, Licensee shall cease its operations on and/or in the licensed Premises. In the event Licensee fails to vacate the Premises on the date of termination, Licensee shall be liable for any and all costs to Licensor arising from such failure.

d. Abandonment. In the event that it becomes apparent in Licensor's sole judgment that the Premises have ceased to be used or been abandoned for a continuous period of sixty (60) days, Licensor shall, at its option, have the right to terminate this Agreement, provided due notice of termination shall be given to Licensee not less than thirty (30) days prior to the proposed termination date.

22. Surrender of Premises. Upon the termination of this Agreement, or upon Licensee's default, Licensee shall surrender the Premises to Licensor in good order and condition, reasonable wear excepted.

23. Sublease and Assignment. This Agreement shall not be transferable or assignable to an heir, executor, administrator, successor or other assign without the prior written consent of the authorized representatives of Licensor and UI. In no event shall Licensee enter into a sublicense agreement with another party or entity.

24. Modification. This Agreement may be modified only by a prior written consent or written amendment to this Agreement signed by the authorized representatives of Licensor and Licensee with prior written consent of UI pursuant to Section 8 of the First Amendment to Site Lease (see Exhibit B).

25. Sufficient Appropriations. The Legislature is under no legal obligation to make appropriations for Licensor to fulfil this Agreement and this Agreement shall in no way or manner be construed to bind or obligate Licensor beyond the term of any particular appropriation of funds by the State's Legislature. Licensor reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds, or requires any return or "give-back" of funds required for Licensor to maintain operations on Paradise Ridge, or if the executive branch of the State of Idaho mandates any cuts or holdback in Licensor's spending. Any such termination shall take effect on ten (10) days' notice. This Agreement is contingent upon Licensee receiving the necessary funding to cover financial obligations of Licensee. In the event that such funding is not received or appropriated, then, and in that event, Licensee's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

26. Loss of Licensee Authorizations. It is understood and agreed that Licensee operates under the rules and regulations of the Federal Communications Commission and has obtained the required licensing to operate the equipment described herein. If such licensing is revoked or denied, Licensee must cease operations and this Agreement will be considered void from the revocation date. At that moment, all conditions set forth in section 24 of this Agreement must apply and Licensor shall reimburse Licensee for the unused license fee proportionate to the fees in Section 4 to the time of such surrender.

27. No Warranties or Representations Regarding Access. Licensor makes no representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises regarding the suitability or permissibility of Premises for Licensee's intended use. Licensor does not warrant the existence of any rights of ingress or egress for the Premises for Licensee and any such rights for Licensee shall be established or verified to the extent Licensee deems necessary to benefit from the terms of this Agreement.

28. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit or otherwise effect the operation of this Agreement. Licensee warrants that it has the authority and capacity to enter into this Agreement.

29. Governing Law and Forum. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Idaho. Venue for any legal action undertaken to enforce any provisions of this Agreement is exclusively in the Second Judicial District, Latah County, Idaho. The party prevailing in any lawsuit arising from this Agreement and its enforcement will be entitled to its respective costs and reasonable attorney fees.

30. Severability. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction, then such finding will not cause to void or nullify the portions of this Agreement which can remain in effect after the severance of the unenforceable provisions.

31. Representation of Authority. Licensee represents to Licensor that:

a. Licensee is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Idaho and has all the requisite corporate power and authority to operate its business as it is now operated and to enter into this Agreement and to perform as contemplated in this Agreement.

b. The execution, delivery, and performance of this Agreement and the consummation of all transactions contemplated by this Agreement have been duly authorized. This Agreement has been duly executed and delivered by Licensee and is a valid and binding obligation of Licensee enforceable in accordance with its terms. Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will: (i) conflict with or violate any provision of law, ordinance or regulation or any decree or order of any court or administrative or governmental body that is either applicable to, binding upon or enforceable against Licensee; (ii) result in any breach of or default under any mortgage, contract, agreement, indenture, will, trust, or other instrument, that is either binding upon or enforceable against Licensee; or (iii) impair or in any way limit any governmental or official license, approval, permit or authorization of Licensee, including all applicable FCC authorizations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth in their acknowledgments hereinafter.

I, Jeff Tucker, certify under penalty of perjury, pursuant to the law of the State of Idaho, that I am an authorized representative of the Idaho State Board of Education, Idaho Public Television to bind it to this Agreement.

LICENSOR: State Board of Education, Idaho Public Television	LICENSEE: City of Moscow a Municipal Corporation
By:____________________________ Jeff Tucker General Manager	By:____________________________ Arthur D. Bettge Mayor of the City of Moscow
______________________________ Date	______________________________ Date
	ATTEST:
	By:____________________________ Laurie M. Hopkins, City Clerk

I, Lee Espey, certify under penalty of perjury, pursuant to the law of the State of Idaho, that I am an authorized representative of the UNIVERSITY OF IDAHO and that UNIVERSITY OF IDAHO, through its authorized representative, hereby acknowledges and approves Licensor to enter into this Agreement with Licensee.

By:____________________________ Lee Espey Operations Officer for Finance and Administration	______________________________ Date

EXHIBIT A

SITE LEASE BETWEEN LICENSOR AND UI

SITE LEASE

THIS SITE LEASE is entered into as of the 1st day of November, 2009, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho ("Landlord") and IDAHO PUBLIC TELEVISION by and through the Idaho State Board of Education, ("Tenant"). This agreement is hereinafter referred to as the "Lease".

RECITALS

A. Landlord is the owner of certain real property beginning at a point 17.0 feet North of the Northeast Corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Thirty-three (33), Township Thirty-nine (39) North, Range Five (5) West Boise Meridian, and running thence South 47° 30' West a distance of 583.3 feet, thence South 42° 30' East a distance of 400.0 feet, thence North 47° 30' East a distance of 216.7 feet to a point on the East line of said Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Thirty-three (33), thence North a distance of 542.5 feet on said East line to the point of beginning, and containing 3.673 acres, more or less ("Premises"). The Landlord desires to enter into a ground lease for the Premises with Tenant. Said Lease to commence as of November 1, 2009; and

B. Premises are currently improved with a transmission tower and equipment building owned by Tenant; and

C. Landlord and Tenant agree that Premises shall continue to be maintained and utilized for purposes of broadcast of radio and television signals associated with Landlord's mission and related communications, journalism and mass media programs; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals:** The parties acknowledge the foregoing Recitals are true and are incorporated into this Lease as if set forth in full.

2. **Premises:** Landlord hereby leases to Tenant, subject to the conditions expressed herein, certain real property located in Latah County, Idaho, specifically described in Recital A. As used herein the term "Premises" refers solely to the real property, but does not include the existing communications related improvements.

3. **Term:** Except as early termination is provided in paragraph 20 of this Lease, this Lease shall be effective from the date entered into and shall expire on June 30, 2029.

4. **Rent:** The Premises are leased to the Tenant without a requirement for payment to Landlord, but the estimated market value of such entitlement to use Premises shall be deemed

as an in-kind contribution from Landlord to Tenant. The value of such contribution shall be determined by Tenant in the event such contribution may make Tenant eligible for additional program funding from third parties. In the event such value is reported to a third party, Tenant shall also report that value and any supporting analysis (i.e. appraisal or market estimate report) to Landlord upon request by Landlord.

5. **Development:** Tenant shall have the right to maintain and repair existing structures at Tenant's expense. Tenant shall not be permitted to construct new structures or replace existing structures (in the event of the transmission tower's substantial destruction), without the written consent of Landlord. If Landlord fails to grant such consent within thirty days of Tenant's written request to replace destroyed equipment building and/or transmission tower, this Lease shall be deemed terminated upon the date of the destruction and Tenant shall surrender premises as provided by Section 6 below within 180 days of such destruction of the transmission tower.

6. **Surrender of Premises:** By no later than the date of termination of Lease (or as provided in Section 5 in the event of destruction of the transmission tower), Tenant shall, at Tenant's sole cost and expense, remove or cause to be removed all buildings, structures, foundations, footings, materials signs or signboards, debris or other articles or facilities owned or used by Tenant or subtenant (if any) or placed on, above or below the surface of the Premises by Tenant or subtenant or former tenant or subtenant. Tenant agrees to restore and level Premises to a condition reasonably satisfactory to Landlord. Tenant shall not be entitled to compensation for any value attributed to the buildings or improvements removed under the terms of this Lease. Tenant shall remove Tenant's and subtenants' personal property from Premises.

7. **Taxes:** Tenant shall pay all applicable taxes, license fees, special assessments or other charges (if any) which may become due or which may be lawfully assessed against Premises, against Tenant, against the business conducted on Premises and against any and all improvements thereon during or for the period of the term of this Lease even if such charges are not due and payable until after termination of this Lease.

8. **Right to Sublet and Assign:** Tenant only may assign this Lease or sublet the Premises, or any part or portion thereof, with the prior written consent of Landlord. Any assignment of this Lease or any subletting of the Premises shall be subject to all of the provisions and limitations of this Lease including (but not limited to) the term and permitted uses of this Lease. Notwithstanding any assignment, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease until the assignee shall execute and deliver to Landlord an instrument by the terms and provisions of which such assignee shall assume and agree to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Upon the execution and delivery of such instrument, Tenant shall be relieved and discharged of and from all obligations under this Lease accruing from and after the date of execution of the instrument. Unless otherwise assumed by the assignee and such assumption is enforceable by Landlord, no assignment of this Lease shall release, waive or discharge Tenant from any liability or obligation arising from or accruing prior to the date any assignee assumes and agrees to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Landlord's consent to one

assignment shall not waive Tenant's obligation to obtain Landlord's consent or Landlord's right to object to any future assignment. Notwithstanding any sublease, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease for all of the Premises. Landlord expressly consents to a sublease to Northwest Public Radio, a service of Washington State University, provided such sublease is first reviewed by Landlord and is consistent with this paragraph 8 and paragraph 11 herein.

In the event of sale, transfer or assignment by Landlord of Landlord's interest in the property on which the Premises are located, Landlord shall cause such successor in interest to expressly assume in writing all of Landlord's duties and obligations pursuant to this Lease. Upon receipt of such assumption by the successor in interest, Landlord shall be released from any and all obligations or duties arising under this Lease.

9. **Permitted Uses:** Tenant shall use and occupy Premises for the sole and exclusive purpose of maintaining and operating a television and/or radio signal broadcast site. Additionally, such broadcast of radio and television content shall be associated and consistent with Landlord's educational and outreach mission for its academic programs in journalism and mass media production and such association shall provide educational and professional experiences supporting such University of Idaho outreach and degree programs and related technology applications and development. Notwithstanding any other provisions of this Lease, Tenant shall be wholly responsible for compliance with applicable laws and regulations regarding content and licensing including, but not limited to, compliance with all applicable requirements of the Federal Communications Commission (FCC). Landlord will cooperate as needed with any FCC requirements, however, all costs associated with FCC and any other compliance shall be the responsibility of Tenant.

10. **Utilities:** Tenant agrees to pay all utilities required by Tenant for the use of Premises.

11. **Indemnification and Insurance:** Landlord and Tenant have liability coverage provided through a self-funded program administered by the Idaho State Office of Insurance Management. Both parties agree that Tenant does not have to provide a certificate of insurance or additional insured endorsements. Any and all costs for claims, damages and other expenses incurred in or from any obligation to be performed under the Agreement by the Tenant or Landlord, or arising out of any act, negligence or omission of the Tenant or Landlord will remain the responsibility of the party whose actions gave rise to the claim. Any assignment or sublease shall include indemnification and insurance provisions acceptable to Landlord.

12. **Property Encumbrances:** This Lease is subject to all applicable restrictions, reservations, limitations, and other rights of record, and is subject to any and all easements for public utilities of record.

13. **Hazardous Materials:** Tenant shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with environmental laws and other applicable state, federal, or local laws, rules or regulations. Tenant shall comply and require subtenants to comply with

any lawful order by an entity with authority to regulate the use, accumulation, storage or disposal of hazardous waste. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the Premises subsequent to Tenant's occupation of the Premises. Tenant shall not be liable for any pre-existing conditions on the Premises or conditions occurring during Landlord's use of the Premises.

14. **Waste and Nuisance Prohibited:** Tenant shall comply, during the term of this Lease, with all applicable laws affecting the Premises, the violation of which might result in any penalty assessed upon the Landlord or forfeiture of the Landlord's title to Premises. Tenant shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.

15. **Remedies and Forbearance/Waivers:** No delay or omission on the part of the Landlord or Tenant to exercise any right or power granted herein shall impair any such right or power or shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

16. **Officials, Agents. and Employees Not Personally Liable:** It is agreed that in no event shall any official, officer, employee or agent of the Landlord, nor any official, officer, employee or agent of the Landlord be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease.

17. **Quiet Enjoyment:** Subject to the terms and conditions explicit in this Lease, Landlord covenants that Tenant shall have the peaceful and quiet enjoyment of Premises for the term of the Lease.

18. **Right of Entry:** Tenant shall permit the Landlord and the agents and employees of the Landlord to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same for compliance with the terms of this Lease; provided, however, that Landlord shall first give twenty four (24) hours written notice of its desire to enter any Tenant improvements on Premises. Such notice for right of entry and inspection procedures shall not apply during an emergency in which such notice is impractical and Landlord's access to Premises is necessary for preservation of life and/or property.

19. **Tenant's Right to Early Termination:** Tenant shall have the right to terminate this Lease early at any time with written notice to Landlord. Such early termination shall be subject to the provisions of Section 6 of the Lease.

20. **Default:** In the event Landlord shall at any time deem Tenant or any subtenant in breach of this Lease, Landlord shall promptly notify Tenant, in writing, stating specifically the nature of any such alleged breach. Tenant shall not be deemed to be in default hereunder unless Tenant fails to cure any such default within sixty (60) calendar days after its receipt of such written notice. In the event of default, Landlord shall have the right to terminate Lease in addition to all rights and remedies provided by law.

21. **Attorney Fees and Costs:** In the event that either party to this Lease shall enforce any of the provisions hereof in any action at law or in equity the prevailing party to such litigation shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorney fees, incurred therein.

22. **Integration:** This Lease embodies the entire agreement regarding the disposition of the rights associated with the Premises and represents the understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Lease shall not be modified except in writing signed by all parties to be bound.

23. **Execution of Documents:** The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Lease or any of the provisions herein.

24. **Authority to Enter Lease:** Landlord has the authority to enter into this Lease and that the execution, delivery of this Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. Individuals signing on behalf of Landlord and Tenant have the delegated authority to obligate their respective entity as provided by this Lease.

24. **Notices:** All notices under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the Landlord:
Regents of the University of Idaho
Attn: Vice President, Finance and Administration
University of Idaho
Moscow ID 83844-3168

If to the Tenant:
Idaho Public Television
1455 N Orchard St
Boise ID 83706

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

25. **Binding Effect:** This Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

26. **Severability:** If any term or provision of this Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

27. **Headings:** Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

28. **Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29. **Time of the Essence:** Time is of the essence in this Lease, and of each and every covenant, term, condition, and provisions thereof.

30. **Nondiscrimination and Affirmative Action:** Landlord and Tenant shall not discriminate against any employee or applicant for employment in the performance of this Lease, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Site Lease. Landlord and Tenant certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Landlord and Tenant agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

A) For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

B) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

C) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act);

Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

D) For nondiscrimination based on Age this includes, but is not limited to, executive Order 11141, February 12, 1964 (29 CFR 2477).

E) Landlord and Tenant shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

31. **Venue, Governing Law:** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

32. **No Warranties or Representations Regarding Permissibility of Use and Access:** LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, FEATURE OR CONDITION OF PREMISES REGARDING THE SUITABILITY OR PERMISSIBILITY OF PREMISES FOR TENANT'S OR ANY SUBTENANT'S INTENDED USE. LANDLORD DOES NOT WARRANT THE EXISTENCE OF ANY RIGHTS OF INGRESS OR EGRESS FOR THE PREMISES FOR TENANT OR ANY SUBTENANT AND ANY SUCH RIGHTS FOR TENANT OR SUBTENANTS SHALL BE ESTABLISHED OR VERIFIED TO THE EXTENT TENANT OR SUBTENANT DEEMS NECESSARY TO BENEFIT FROM THE TERMS OF THIS LEASE OR ANY SUBLEASE.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective as of the day and year first above written.

LANDLORD:

BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO

By ______________________
Lloyd E Mues, Vice President
Finance and Administration

Date 04 Nov 09

TENANT:

IDAHO PUBLIC TELEVISION

By ______________________
Peter W. Morrill
Idaho Public Television

By ______________________

Date 10/29/09

EXHIBIT B

FIRST AMENDMENT TO SITE LEASE

FIRST AMENDMENT TO SITE LEASE

This First Amendment to Site Lease ("First Amendment") is made by and between the Board of Regents of the University of Idaho ("Landlord"), and Idaho Public Television, ("Tenant"). This First Amendment shall revise the Site Lease between these parties dated November 1, 2009, ("Lease").

In consideration of the mutual promises contained herein, Landlord and Tenant agree as follows:

A. Section 3 of Lease is hereby deleted and replaced with the following Section 3:

"**3.** **Term:** Except as early termination is provided in paragraph 20 of this Lease, this Lease shall be effective from the date entered into and shall expire on June 30, 2043."

B. Section 8 of Lease is hereby deleted and replaced with the following Section 8:

"**8.** **Right to Sublet and Assign:** Tenant may only assign this Lease or sublet the Premises, or any part or portion thereof, with the prior written consent of Landlord. Any assignment of this Lease or any subletting of the Premises shall be subject to all provisions and limitations of this Lease including (but not limited to) the term and permitted uses of this Lease. Notwithstanding any assignment, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease until the assignee shall execute and deliver to Landlord an instrument by the terms and provisions of which such assignee shall assume and agree to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Upon the execution and delivery of such instrument, Tenant shall be relieved and discharged of and from all obligations under this Lease accruing from and after the date of execution of the instrument. Unless otherwise assumed by the assignee and such assumption is enforceable by Landlord, no assignment of this Lease shall release, waive or discharge Tenant from any liability or obligation arising from or accruing prior to the date any assignee assumes and agrees to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Landlord's consent to one assignment shall not waive Tenant's obligation to obtain Landlord's consent or Landlord's right to object to any future assignment. Notwithstanding any sublease, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease for all of the Premises. Landlord expressly consents to a sublease (or license granted by Tenant) for a licensee's attachment to the existing tower for purposes of communications transmission for public entities performing public safety and emergency response functions in the State of Idaho or Whitman County, and to Northwest Public Radio, a service of Washington State University, provided such sublease (or license) is first reviewed and consented to by Landlord and for consistency with this paragraph 8 and paragraph 11 herein.

In the event of sale, transfer or assignment by Landlord of Landlord's interest in the property on which the Premises are located, Landlord shall cause such successor in interest to expressly assume in writing all of Landlord's duties and obligations pursuant to this Lease. Upon receipt of such assumption by the successor in interest, Landlord shall be released from any and all obligations or duties arising under this Lease."

C. The Lease, as amended by this First Amendment, constitutes the entire agreement between the parties with respect to Premises and may only be further amended or altered by subsequent written agreement executed by both parties. All other provisions of the Lease are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date(s) set forth below.

TENANT
IDAHO PUBLIC TELEVISION

Jeff Tucker
General Manager

LANDLORD
BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO

Lee Espey, Operations Officer
Finance and Administration
9/1/23

EXHIBIT C

EQUIPMENT LIST FOR LICENSEE

TX Antennas (mounted on antenna frame at 35' AGL):
- 1 Telewave ANT150F2 omni-directional whip antenna
- 2 Katherin-Scala CL7-150 log periodic directional antennas

Microwave Antennas (mounted 0n 3' standoffs at 55' AGL)
- 2 RFS SC3-100B 11 GHz 3-FOOT DISH ANTENNAS

RX Antennas (Mounted on 6-foot standoffs at 187' and 197' AGL)"
- 1 Telewave ANT150F2 omni-directional whip
- 1 Katherin-Scala CL7-150 log periodic directional antennas

1 GPS Antenna - Mounted on transmission line bridge to tower.

There will be 3 19" racks inside the building.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 25, 2023

AGENDA ITEM TITLE
Proposed amendment to the FY2024 Fee Resolution (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF
Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION
Recent judicial decisions have identified that it is unclear whether the City has the authority to continue to charge the public street lighting fee that was established in 1998. Out of an abundance of caution, City staff is recommending that the City cease the collection of this fee until there is legislative or judicial action that firmly establishes the authority to collect public lighting fees. Additionally, recent updates to the City's cost allocation model have resulted in the ability to defer some of the proposed sanitation rate increases. Staff has prepared a resolution to amend the adopted FY2024 fee resolution to incorporate these fee amendments for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS
PROPOSED ACTIONS: Recommend approval of the proposed Resolution; or provide staff further direction.

STAFF RECOMMENDATION
Recommend approval of the proposed Resolution.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS
1. Resolution 2023 - Amending FY 2024 Fee Schedule_Final

RESOLUTION 2023-___

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING RESOLUTION 2023-19 BY AMENDING SCHEDULE J AND K OF THE FY 2024 FEE SCHEDULE; AND PROVIDING FOR THE EFFECTIVE DATE OF OCTOBER 1, 2023.

WHEREAS, City of Moscow Resolution 2023-19, which adopted schedules of revised fees for services for the City's 2024 fiscal year, was passed on August 7, 2023; and

WHEREAS, recent judicial decisions led the City to review the street lighting fees assessed pursuant to Moscow City Code Title 5, Chapter 10, and as a result of that review, the City has determined that it is unclear whether the City has the authority to continue charging street lighting utility fees; and

WHEREAS, out of an abundance of caution the City Council has determined it is in the City's best interest to cease the collection of said street light fees until clearer direction is provided by either the Courts or the Legislature as it relates to assessing fees for public lighting; and

WHEREAS, the City finds that recent updates to the City's cost allocation model will allow the deferment of certain proposed sanitation rate increases as reflected in the attached Amended Schedule K;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That Resolution 2023-19, Schedule J of the FY 2024 Fee Schedule be replaced with the Amended Schedule J as set forth in Attachment "A" attached hereto and made a part hereof, with an effective date of October 1, 2023.

2. That Resolution 2023-19, Schedule K of the FY 2024 Fee Schedule be replaced with the Amended Schedule K as set forth in Attachment "B" attached hereto and made a part hereof, with an effective date of October 1, 2023.

3. All other Schedules of the FY 2024 Fee Schedule shall remain the same as set forth in Resolution 2023-19 with an effective date of October 1, 2023.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Drew Davis	________	________	________	________
Sandra Kelly	________	________	________	________

Maureen Laflin ________ ________ ________ ________

Hailey Lewis ________ ________ ________ ________

Julia Parker ________ ________ ________ ________

Gina Taruscio ________ ________ ________ ________

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of _____________, 2023.

____
Arthur D. Bettge, Mayor

CERTIFICATION and **ATTESTATION**. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _______________, 2023 and attest to the Mayor's signature.

____
Laurie M. Hopkins, City Clerk

Attachment "A"

Amended Schedule J: Public Works

SUBJECT	FY2023 FEE		FY2024 FEE	
PERMIT FEES AND CHARGES - SEWER				
General Facilities Charge Equivalent Plumbing Fixture Unit (PFU) (23 PFU = Equivalent Residential Unit (ERU))	$ 107.32		$ 119.50	
Inspections				
Sewer service inspections	$ 75.00		$ 75.00	
SE Moscow Water and Sewer District Inspection Fee Surcharge (properties outside city limits)	$ 5.00		$ 5.00	
Video Inspection of Public Sewer Main Construction	$ 97.50	Per Hour	$ 101.50	Per Hour
Other Fees				
Permit fee	$ 40.00		$ 40.00	
No Permit – Noncompliance Review Fee	$ 60.00	Per Hour; 1 Hour Minimum	$ 60.00	Per Hour; 1 Hour Minimum
Sewer service disconnection	$ 45.00		$ 45.00	
Orchard Avenue sewer connection surcharge – only for addresses above 1400 and streets north of Ponderosa	$ 1,400.00		$ 1,400.00	
Tap Fees				
Sewer Tapping Fee: The customer will provide the excavation required to expose the main, pump out ground water, shore or slope hole as needed, provide traffic control as needed, fill/compact, and make temporary street patch as needed.	$ 190.00		$ 356.24	
SE Moscow Water and Sewer District Tapping Fee Surcharge (Properties Outside City Limits)	$ 5.00		$ 5.00	
Commercial Portable Waste Discharge at the Wastewater Treatment Plant				
Load up to 300 gallons	$ 22.01		$ 22.51	
Each subsequent gallon	$ 0.30		$ 0.31	

PERMIT FEES AND CHARGES – WATER

Bacterial Testing (at the discretion of the City)				
Samples	$ 50.00	Per Each	$ 111.24	Per Each
Disinfection				
Test	$ 511.00		$ 604.66	
General Facilities Charge				
5/8 x 3/4" Meter (20 Gal/Min; Meter Equiv – 1.0)	$ 2,732.00		$ 2,793.00	
1" Meter (50 Gal/Min; Meter Equiv – 2.5)	$ 6,830.00		$ 6,982.00	
1 1/2" Meter (100 Gal/Min; Meter Equiv – 5.0)	$ 13,660.00		$ 13,964.00	
2" Meter (160 Gal/Min; Meter Equiv – 8.0)	$ 21,856.00		$ 22,342.00	
Larger Than 2"	By Special Contract With the City		By Special Contract With the City	
Pressure testing fees (tests performed by City)				
First Test	$ 882.00		$ 983.07	
Installation of service and meters. Customer provides the street cut, excavation to expose the main, water removal, traffic control, backfill, temporary (cold mix) street patch. City will provide service material and trap.				
5/8” Meter	$ 1,630.00		$ 1,829.55	
1” Meter	$ 1,712.00		$ 1,992.55	
1 1/2” Meter	$ 2,910.00		$ 5,899.14	
2” Meter	$ 3,434.00		$ 6,469.14	
Other Meters	At Cost		At Cost	
Other Fees				
Permit Fee	$ 42.00		$ 42.00	
No Permit - Non-Compliance Review Fee	$ 60.00	Per Hour; 1 Hour Minimum	$ 60.00	Per Hour; 1 Hour Minimum
Turn On/Off After Regular Working Hours	$ 70.29		$ 131.24	
Water Service Inspection	$ 78.75		$ 78.75	
Meter Box Vertical Adjustment	$ 245.00		At Cost	
Meter Box Horizontal Adjustment	At Cost		At Cost	
Water service Disconnection (Abandonment) with street cut	$ 798.00		$ 829.92	
Water service disconnection (Abandonment) without street cut	$ 546.00		$ 567.84	

Labor and Materials to Repair Meter Boxes Damaged by Neglect or Careless Operation of Motor Vehicles	At Cost		At Cost	
Labor and Materials to Repair Damage to Water Distribution System	At Cost		At Cost	
Orchard Avenue Water Connection Surcharge – Only for Addresses Above 1400 and Streets North of Ponderosa	$ 11,400.00		$ 11,400.00	
Tap Fees				
Fire line or other (3" and larger diameter); customer provides the street cut, excavation to expose the main, water removal, traffic control, backfill, temporary (cold mix) street patch, tapping sleeve, gate valve and valve box. Includes up to 45 s.f. not mix patch by City. Additional patch at $2.65 per s.f. *	$ 1,186.50	Minimum Amount	$ 1,186.50	Minimum Amount
Fire line or other (2" or smaller); customer provides a corporation elbow and curb stop rather than sleeve and gate valve provided by customer in 'a' above. Customer is to provide all other work as outlined above*	$ 735.00	Minimum Amount	$ 735.00	Minimum Amount
Relocation of meters – Limited to same property				
No new tap of main				
5/8” to 1”	$ 304.50		At Cost	
1 ½” to 2”	$ 341.30		At Cost	
New tap of main - no street cut				
5/8” meter	$ 2,656.50		$ 2,656.50	
1” meter	$ 2,672.25		$ 2,672.25	
1 ½” meter	$ 2,703.75		$ 2,703.75	
2” meter	$ 2,730.00		$ 2,730.00	
New tap of main - street cut				
5/8” meter	$ 3,727.50		$ 3,727.50	
1” meter	$ 3,748.50		$ 3,748.50	
1 ½” meter	$ 3,780.00		$ 3,780.00	
2” meter	$ 3,811.50		$ 3,811.50	
Resetter Installation - 5/8" - 2" Inch Meter	At Cost		At Cost	

SERVICE RATES (MONTHLY) - SEWER				
Residential Service				
Single family and duplexes or other multiple units served by separate meters.	$ 54.73		$ 55.96	
Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park)	$ 40.24		$ 41.15	
Multi-family dwellings including duplexes (per unit) defined as multiple units served by a common water meter.	$ 40.24		$ 41.15	
Commercial Users				
Commercial – Low (For commercial users with combined Biochemical Oxygen Demand / Total Suspended Solids (BOD/TSS) of 0-200 mg/L)	$ 75.19	Pus 5.67 per 100 cubic feet metered water	$ 76.88	Plus 5.80 per 100 cubic feet metered water
Commercial – Medium (for commercial users with combined BOD/TSS of 201-400 mg/L	$75.19	Plus 7.85 per 100 cubic feet metered water	$ 76.88	Plus 8.03 per 100 cubic feet metered water
Commercial – High (for Commercial Users with combined BOD/TSS of 401+ mg/L)	$ 75.19	Plus 9.63 per 100 cubic feet metered water	$ 76.88	Plus 9.85 per 100 cubic feet metered water
These strength-based categories are based on user type contribution of combined Biochemical Oxygen Demand/Total Suspended Solids (BOD/TSS). Users are placed in the applicable category using California State Water Resource Board standards that correspond with the activities undertaken in each establishment based on their response to a City of Moscow Commercial User Survey.				
Small Commercial Office with Irrigation Limited to Commercial – Low users with exterior irrigation and an average monthly winter water use of less than 700 cubic feet per month.	$ 75.19	Plus use rate for 200 cubic feet (11.34)	$ 76.88	Plus use rate for 200 cubic feet (11.60)
For the purpose of determining the monthly sewer rates based on the volume of metered water, metered water will be averaged periodically using meter readings of winter water use period so the irrigation period may be excluded.				

Mixed Use Service – Defined as different sewer customers listed in this section of the fee resolution that are served by a single water meter. For existing mixed-use customers, a weighted model will be used to estimate the contribution based on metered water use. The estimated contribution of each customer served by the meter will be charged as a percentage of the total monthly use at the associated non-residential rate. Future mixed-use accounts will be assessed at the highest contribution rate for all metered water consumption.	$ 75.19		$ 76.88	
University of Idaho	$ 1,268,200.00	Annual Charge	$ 1,296,734.50	Annual Charge
SE Moscow Water and Sewer District Sewer Service Surcharge (outside City limits)	$ 3.00		$ 3.00	

SERVICE RATES (MONTHLY) - WATER

Bulk Water Usage				
Construction or portable bulk water meter with backflow assembly	$ 110.00		$ 114.40	
Construction or portable bulk water equipment rental fee	$ 25.00	Per Month	$ 25.00	Per Month
Bulk water rate per 1,000 gallons ($5.00 minimum)	$ 7.60		$ 7.90	
Bulk water equipment repairs	At Cost		At Cost	
Fixed Charge				
Single family/duplex/tri-plex meter (definition is a single meter servicing each dwelling unit)	$ 39.81		$ 41.40	
Multi-family (definition is a meter servicing more than one dwelling unit, based on meter size)				
5/8 inch	$ 39.81		$ 41.40	
1 inch	$ 49.79		$ 51.78	
1 1/2 inch	$ 99.32		$ 103.29	
2 inch	$ 158.93		$ 165.29	
3 inch	$ 298.04		$ 309.96	

Commercial accounts based on meter size				
5/8 inch	$ 39.81		$ 41.40	
1 inch	$ 49.79		$ 51.78	
1 ½ inch	$ 99.32		$ 103.29	
2 inch	$ 158.93		$ 165.29	
3 inch	$ 298.04		$ 309.96	
4 inch	$ 502.20		$ 522.29	
High fire demand	$ 71.90		$ 74.78	
Consumption Charge				
Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City	200% of the minimum service charge and water rate charge		200% of the minimum service charge and water rate charge	
Residential/Duplex or Triplex (Definition serviced by a single meter per dwelling unit)				
0-700 per cubic feet (CCF)	$ 2.96	Per CCF	$ 3.08	Per CCF
701-2000 per cubic feet (CCF)	$ 3.51	Per CCF	$ 3.65	Per CCF
Over 2000 cubic feet (CCF)	$ 5.95	Per CCF	$ 6.19	Per CCF
Multi-family or commercial accounts (one meter serving multiple units) (CCF)	$ 3.89	Per CCF	$ 4.06	Per CCF
Moscow Cemetery (CCF)	$ 3.31	Per CCF	$ 3.44	Per CCF

STREET / STORM FEES

Banner				
Large banner installation and removal	$ 150.00	Per Banner	$ 150.00	Per Banner
Small banner installation and removal	$ 45.00	Per Banner	$ 45.00	Per Banner
Stormwater user fee per Equivalent Service Unit (ESU)				
Standard User Fee	$ 7.92	Per ESU	$ 8.16	Per ESU
Direct Discharger	$ 1.58	Per ESU	$ 1.63	Per ESU
MS4 Owner/Operator	$ 6.34	Per ESU	$ 6.53	Per ESU
K-12 Educational Activities	$ 6.34	Per ESU	$ 6.53	Per ESU
Other Fees				
Informational sign installation	$ 120.00	Plus Cost of Sign	$ 120.00	Plus Cost of Sign

Public Lighting Costs (per utility service)				
Residential units	$ 3.10	Per Month	$ ~~3.10~~0	Per Month
Commercial units	$ 8.05	Per Month	$ ~~8.05~~0	Per Month
Right-Of-Way Excavation				
Permit	$ 35.00	Plus 100.00 Idaho Transportation Department permitting, if applicable)	$ 35.00	Plus 100.00 Idaho Transportation Department permitting, if applicable)
Security deposit rate schedule (total valuation of work in ROW)				
$100 to $500	$ 245.00		$ 245.00	
$501 to $1,000	$ 367.50		$ 367.50	
$1,001 to $1,500	$ 490.00		$ 490.00	
$1,501 to $2,000	$ 615.00		$ 615.00	
$2,001 to $2,500	$ 735.00		$ 735.00	
$2,501 to $3,000	$ 860.00		$ 860.00	
$3,001 to $3,500	$ 980.00		$ 980.00	
$3,501 to $4,000	$ 1,100.00		$ 1,100.00	
$4,001 to $4,500	$ 1,230.00		$ 1,230.00	
Greater than $4,500	$ 1,850.00		$ 1,850.00	
Multiple Projects (up to four (4) active projects)	$ 3,675.00		$ 3,675.00	
Traffic Control Devices / Setup				
Parades				
Main Street - Minor Route	$ 330.00		$ 346.50	
Other Routes and Locations		Time and Materials		Time and Materials
Neighborhood Block Party Traffic Control (setup and devices) One Block Standard Set-Up	$ 92.00		$ 97.00	Per Day
Crowd Control Barriers				
Barrier rental fee	$ 2.00	Per Barrier Per Event	$ 2.00	Per Barrier Per Event
Replacement cost (if damaged or lost)	$ 110.00		$ 110.00	
City Barricades for Private Projects (applicable only when the City supplies devices on an emergency or prearranged basis for securing construction sites or other traffic revisions – standard traffic control operations shall not be eligible for device rental) (Limited Availability) (Maximum 10 devices per project)				

Construction Sign			
Per Day	$ 9.60	$ 10.08	
Per Week	$ 36.00	$ 37.80	
Per Month	$ 108.00	$ 113.40	
Construction Sign with Tripod			
Per Day	$ 20.40	$ 21.42	
Per Week	$ 76.80	$ 80.64	
Per Month	$ 152.00	$ 159.60	
Hi-Level Sign Stand			
Per Day	$ 3.60	$ 3.78	
Per Week	$ 10.80	$ 11.34	
Per Month	$ 31.00	$ 32.55	
Type II Barricade			
Per Day	$ 8.40	$ 8.82	
Per Week	$ 31.20	$ 32.76	
Per Month	$ 92.00	$ 96.60	
Type III Barricade			
Per Day	$ 32.40	$ 34.02	
Per Week	$ 127.20	$ 133.56	
Per Month	$ 379.00	$ 397.95	
Construction Drum			
Per Day	$ 12.00	$ 12.60	
Per Week	$ 46.80	$ 49.14	
Per Month	$ 132.00	$ 138.60	
Tubular Markers			
Per Day	$ 4.80	$ 5.04	
Per Week	$ 15.60	$ 16.38	
Per Month	$ 44.00	$ 46.20	
28" Orange Traffic Cones			
Per Day	$ 1.20	$ 1.26	
Per Week	$ 4.80	$ 5.04	
Per Month	$ 12.00	$ 12.60	
Type A, B, C Warning Lights			
Per Day	$ 2.40	$ 2.52	
Per Week	$ 6.00	$ 6.30	
Per Month	$ 16.00	$ 16.80	
Set-up	$ 62.00	$ 65.10	
Removal	$ 62.00	$ 65.10	

Traffic Control (Setup / Devices) for On-Street Events (Downtown Street Closures between A Street and 6th Street)			
Recommended – 3rd Street to 5th Street			
Daytime	$ 88.00	$ 92.00	Per Day

Nighttime	$ 136.00	$ 143.00	Per Day
3rd Street to 6th Street (Includes 5th Street closure to alley)			
Daytime		$ 99.00	Per Day
Nighttime		$ 154.00	Per Day
1st to 3rd Street (Includes 2nd Street closure to alley)			
Daytime		$ 99.00	Per Day
Nighttime		$ 154.00	Per Day

Partial Closures/Number of Continuous Blocks			
One Block			
Daytime	$ 88.00	$ 92.00	Per Day
Nighttime	$ 136.00	$ 143.00	Per Day
Two Blocks			
Daytime	$ 94.00	$ 99.00	Per Day
Nighttime	$ 147.00	$ 154.00	Per Day
Three Blocks			
Daytime	$ 99.00	$ 104.00	Per Day
Nighttime	$ 158.00	$ 166.00	Per Day
Four Blocks			
Daytime	$ 105.00	$ 110.00	Per Day
Nighttime	$ 169.00	$ 177.00	Per Day
Other street closures (per block)			
Daytime	$ 88.00	$ 92.00	Per Day
Nighttime	$ 136.00	$ 143.00	Per Day

Attachment "B"

Amended Schedule K: Sanitation

SUBJECT	FY2023 FEE		FY2024 FEE	
RATES FOR RESIDENTIAL UNITS				
Roll Cart - Variable Size, Variable Rate System (Cart Collected Weekly)				
35 Gallon	$ 22.14	Per Month	$ 22.14 ~~$ 23.22~~	Per Month
65 Gallon	$ 28.43	Per Month	$ 28.43 ~~$ 29.82~~	Per Month
95 Gallon	$ 34.78	Per Month	$ 34.78 ~~$ 36.48~~	Per Month
35 Gallon on Demand - Base Fee	$ 16.74	Per Month	$ 16.74 ~~$ 17.56~~	Per Month
35 Gallon on Demand - Per Service	$ 2.10	Each	$ 2.10 ~~$ 2.28~~	Each
Roll Cart Size Exchange (after initial 30-day period)	$ 18.50	Each	$ 20.07	Each
Roll Cart Replacement (lost, stolen, damage from abuse)	$ 57.89	Each	$ 62.79	Each
Carry-Out Service				
Outside of Building (additional per can/unit/month)	$ 12.17		$ 13.20	
Inside of Building (additional per/unit/month)	$ 13.80		$ 14.97	
Return Service (blocked roll cart, roll cart not set out on time or otherwise not able to be serviced by Franchise) per calendar year				
First Occurrence	No Charge		No Charge	
Second Occurrence	$ 13.80		$ 14.97	
Third and Following Occurrences	$ 27.57		$ 29.90	
Residential units utilizing mechanical containers or compactors shall be billed at the business rate for such equipment				
Miscellaneous				
Apartment Single Stream Recycling Fee	$ 5.05	Per Unit Per Month	$ 5.50	Per Unit Per Month
Garbage Exceeding Service Level	$ 6.60	Per Can / Bag	$ 6.60	Per Can / Bag
SOLID WASTE PROCESSING FACILITY ACCESS SERVICE				
Transfer Station Tipping Fee (MSW)	$ 97.80	Per Ton	$ 100.26	Per Ton
Compost Materials	No Charge		No Charge	
Clean Wood Waste	No Charge		No Charge	
Inert / Demolition Materials Tipping Fee (NMSW)	$ 39.90	Per Ton	$ 40.50	Per Ton

Mixed Materials Tipping Fee (MSW/NMSW)	$ 69.00	Per Ton	$ 70.04	Per Ton
Minimum Fee - MSC, NMSW or Mixed - includes 200 lbs. MSW or 460 lbs. NMSW or 280 lbs. Mixed	$ 10.00	Per Trip	$ 10.00	Per Trip
Large Appliances	$ 6.90	Each	$ 6.90	Each
Appliances that do not have the Chlorofluorocarbon removed, and do not have a certified removal sticker	$ 25.55	Per Appliance	$ 27.71	Per Appliance
Vehicle Bodies	$ 43.35	Each	$ 43.35	Each
Tires	$ 213.15	Per Ton	$ 225.00	Per Ton
Asbestos	$ 167.50	Per Ton	$ 167.50	Per Ton
The foregoing rates are not all-inclusive. The City may establish and/or change rates for unique or special waste.				

RATES FOR BUSINESS UNITS AND COMMERCIAL CANS				
Commercial Single Stream Recycling Fee	$ 5.05	Per Unit Per Month	$ 5.50	Per Unit Per Month
Additional Commercial Recycling Cart	$ 5.05	Per Unit Per Month	$ 5.50	Per Unit Per Month
Loose yardage on ground	$ 34.07	Per Cubic Yard	$ 34.58	Per Cubic Yard
Extra Service for dumpster / mechanical containers with 24-hour notice	$ 36.17	Per Dump Plus Tipping Fee	$ 39.23	Per Dump Plus Tipping Fee
Extra service for dumpsters/mechanicals containers	$ 16.70	Per Cubic Yard	$ 16.95	Per Cubic Yard
Compactor Service Pick Up	$ 232.61	Per Pick Up Plus Tipping Fee	$ 253.54	Per Pick Up Plus Tipping Fee
Small Compactor Yardage	$ 85.17	Per Cubic Yard	$ 86.45	Per Cubic Yard
Commercial Roll Carts - Variable size, variable rate system (monthly fee per roll cart collected weekly)				
35 Gallon	$ 19.99	Per Month	$ 19.74	Per Month
65 Gallon	$ 30.17	Per Month	$ 29.61	Per Month
95 Gallon	$ 40.26	Per Month	$ 39.40	Per Month
Roll Cart Size Exchange (after initial 60-day period)	$ 18.50	Each	$ 20.07	Each
Roll Cart Replacement (lost, stolen, damage from abuse)	$ 57.89	Each	$ 62.79	Each

TYPES OF SERVICES				
Franchisee services/value of recycled materials retained by Franchisee: RMC hauled, emptied and exchanged by Franchisee	$ 48.10	Per Haul	$ 52.17	Per Haul

Franchisee services/value of recycled materials retained by customer: RMC hauled, emptied and exchanged by Franchisee.	$ 57.80	Per Haul	$ 62.29	Per Haul
Customer service/value of recycled materials retained by customer: RMC hauled and exchanged by customer	$ 0.00	Per Haul	$ 0.00	Per Haul

RATES FOR DUMPSTERS/MECHANICAL CONTAINERS PER MONTH (Sales Taxes Will Be Added)

FY2023 FEE

			Times per Week				
Size / Yd	**Rental**	**Tax**	**1**	**2**	**3**	**4**	**5**
1	$ 12.79	$ 0.77	$ 67.74	$ 139.47	$ 210.55	$ 267.50	$ 336.04
2	$ 14.58	$ 0.87	$ 133.99	$ 271.51	$ 412.18	$ 563.04	$ 724.02
3	$ 26.92	$ 1.62	$ 197.59	$ 403.51	$ 616.53	$ 845.77	$ 1,091.53
4	$ 29.97	$ 1.80	$ 261.18	$ 535.55	$ 819.43	$ 1,119.78	$ 1,439.11
6	$ 40.83	$ 2.45	$ 388.38	$ 799.58	$ 1,225.24	$ 1,666.33	$ 2,130.65
8	$ 50.72	$ 3.04	$ 515.62	$ 1,063.69	$ 1,637.64	$ 2,254.49	$ 2,894.94

FY2024 FEE

			Times per Week				
Size / Yd	**Rental**	**Tax**	**1**	**2**	**3**	**4**	**5**
1	$ 15.35	$ 0.92	$62.05 ~~$ 65.35~~	$127.75 ~~$ 134.55~~	$192.86 ~~$ 203.12~~	$245.03 ~~$ 258.06~~	$307.81 ~~$ 324.18~~
2	$ 17.50	$ 1.05	$122.73 ~~$ 129.26~~	$248.70 ~~$ 261.93~~	$377.56 ~~$ 397.63~~	$515.74 ~~$ 543.16~~	$663.20 ~~$ 698.46~~
3	$ 32.30	$ 1.94	$180.99 ~~$ 190.62~~	$369.62 ~~$ 389.27~~	$564.74 ~~$ 594.77~~	$774.73 ~~$ 815.91~~	$999.84 ~~$ 1,053.00~~
4	$ 37.46	$ 2.25	$239.24 ~~$ 251.96~~	$490.56 ~~$ 516.65~~	$750.60 ~~$ 790.50~~	$1,025.72 ~~$ 1,080.25~~	$1,318.22 ~~$ 1,388.31~~
6	$ 49.00	$ 2.94	$355.76 ~~$ 374.67~~	$732.42 ~~$ 771.35~~	$1,122.32 ~~$ 1,181.99~~	$1,526.36 ~~$ 1,607.51~~	$1,951.68 ~~$ 2,055.44~~
8	$ 60.86	$ 3.65	$472.31 ~~$ 497.42~~	$974.34 ~~$ 1,026.14~~	$1,500.08 ~~$ 1,579.83~~	$2,065.11 ~~$ 2,174.91~~	$2,651.77 ~~$ 2,792.75~~
			$62.05	$127.75	$192.86	$245.03	$307.81

DUMPSTER LOCKING MECHANISMS

Dumpster Locking Mechanisms	$ 3.50	Per Month	$ 3.80	Per Month
Producers who request that their mechanical containers be temporarily removed shall be charged for removal and re-delivery of the container.	$ 45.50	Per Move	$ 49.35	Per Move

SPECIAL HAULS

Pickup truck when requested by customer from landfill to City	$ 83.40	Plus Tipping Fee	$ 90.46	Plus Tipping Fee
Packer truck when requested by customer				
On day of service	$ 71.45	Plus Tipping Fee	$ 77.49	Plus Tipping Fee
From landfill to city	$ 147.55	Plus Tipping Fee	$ 160.03	Plus Tipping Fee

ROLL-OFF UNIT (Fees Paid Directly to Latah Sanitation)

Special haul rates shall be charged for collection and disposal of dead animals.

Rate for hazardous wastes and for infectious and potentially harmful waste shall be the actual cost for such service as billed by the City, plus 10% for administrative costs.

Delivery / Exchange / Pickup (Per Trip)	$ 128.08	Plus Tipping Fee
Rental Rate: No Rental Fees on Holidays		Plus 6% Sales Tax
8 Yards	$ 5.70	Per Day
11 Yards	$ 6.85	Per Day
15 Yards	$ 8.00	Per Day
22 Yards	$ 9.13	Per Day
30 Yards	$ 11.41	Per Day
45 Yards	$ 15.98	Per Day
Rental Sales Tax:		
8 Yards	$ 0.34	Per Day
11 Yards	$ 0.41	Per Day
15 Yards	$ 0.48	Per Day
22 Yards	$ 0.55	Per Day
30 Yards	$ 0.68	Per Day
45 Yards	$ 0.96	Per Day
Damage Deposit (Depending on container size and intended use. Applied toward hauling and tonnage charges if no damage occurs)	$ 114.15 to $570.77	
Sorting Fee (Unacceptable items found in container. Hazardous waste, tires, large appliances, etc.)	$ 114.15	
Removal Delay Fee (Applies each occasion container is kept beyond scheduled removal date, without prior approval from	$ 128.08	

Inland North Waste representative)			
Apartment Recycling Center Base Fee		$ 1.50	Per Unit / Per Month

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 25, 2023

AGENDA ITEM TITLE
Proposed Repeal of Moscow City Code Chapter 10, Title 5 (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF
Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION
Recent judicial decisions have identified that it is unclear whether the City has the authority to continue to charge the public street lighting fee that was established in 1998. Out of an abundance of caution, City staff is recommending that the City cease the collection of this fee until there is legislative or judicial action that firmly establishes the authority to collect public lighting fees. Staff has prepared an ordinance to repeal Chapter 5 of Title 10 which established the street light fee for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS
PROPOSED ACTIONS: Recommend approval of the proposed Ordinance repealing Chapter 5, Title 9 of Moscow City Code; or provide staff further direction.

STAFF RECOMMENDATION
Recommend approval of the proposed Ordinance repealing Chapter 5, Title 9 of Moscow City Code.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS
1. Ordinance 2023 - Repealing T5 CH10_Final

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REPEAL OF MOSCOW CITY CODE TITLE 5, CHAPTER 10 PUBLIC LIGHTING; 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, Moscow City Code Title 5, Chapter 10, provides the mechanism and process for property owners and occupants of property to be assessed charges related to public lighting; and

WHEREAS, the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in City affairs that are not in conflict with the general laws or the Constitution of the State of Idaho (I.C. § 50-301); and

WHEREAS, the City is empowered to codify ordinances of a general and permanent nature and to make such changes, alterations, modifications, additions and substitutions therein as the City deems best (I.C. § 50-903); and

WHEREAS, the Idaho Supreme Court has recently issued a decision in the matter of John Bradbury v. the City of Lewiston, Docket No. 49667, opinion filed on July 10, 2023, that led the City to review the assessments charged under Title 5, Chapter 10, and Council has determined it is in the City's best interest to suspend this practice by repealing said Chapter until clearer direction is provided by either the Courts or the Legislature as it relates to assessing fees for public lighting;

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

SECTION 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Ordinance.

SECTION 2: That Title 5, Chapter 10 of the Moscow City Code be hereby repealed in its entirety.

~~Chapter 10~~

~~PUBLIC LIGHTING~~

~~Sec. 10-1: Purpose and Definitions~~
~~Sec. 10-2: Charges~~
~~Sec. 10-3: Billing~~
~~Sec. 10-4: Separate Fund~~
~~Sec. 10-5: Right to Appeal Charge~~
~~Sec. 10-6: Sections Severable~~

~~**Sec. 10-1. Purpose and Definitions.**~~

~~A. Expenses associated with public lighting within the City shall be financed by charges assessed to the owners and occupants of improved real property.~~

~~B. "Public lighting" shall refer to all lighting of exterior public areas, which may include lighting of public streets, sidewalks, walkways, bike paths, adjacent private property, and other areas not specifically excluded herein, which is paid for and/or maintained by the City for the benefit of the general public.~~

~~C. The charges assessed shall be included in the general utility billing as a separate item and as hereinafter set forth; provided, however, that the costs of lighting to illuminate parks and play fields shall be paid from the City General Fund. Improved City property shall be subject to said fees, to be paid from the appropriate department budget.~~

~~D. Improved real property, within the meaning of this Chapter, shall include real estate which:~~

~~1. has City water service; or~~

~~2. is paved; or~~

~~3. landscaped; or~~

~~4. has erected thereon any construction for which a building permit would be required.~~

~~E. For the purpose of this Chapter and any related resolution, residential property shall include property having occupancy or living accommodations on a permanent or semi permanent basis.~~

~~**Sec. 10-2. Charges.**~~

~~A. The owners and/or occupants of all improved real property within the City are hereby made subject to service charges for public lighting.~~

~~B. Service charges shall be enacted by resolution. The owners and/or occupants of improved real property shall be jointly and severally liable for such charges; the charges shall become a lien upon and against the property against which the charge is levied to the extent permitted by the laws of the State of Idaho and the ordinances of the City and may be collected in any manner permitted or hereafter permitted by such laws and ordinances.~~

~~C. Public lighting charges shall be fixed and determined in amounts sufficient to pay the costs incurred under lease agreements with Washington Water Power Co., electrical energy costs, billing expense, replacement expenses, and costs of labor and materials necessary to maintain the public lighting system within the City.~~

~~D. The public lighting costs shall be distributed on the basis of the relative proportionate benefit received by the various occupancies within different lighting intensity zones existing in the City as determined by the Council or in such other manner as is determined to be fair and reasonable by the Council. Such charges may be changed or amended by the Council from time to time, as determined necessary to finance these street lighting costs. Any changes or amendments to such service charges may be made and fixed by the Council by resolution. Three (3) copies of such resolution, duly certified by the Clerk, shall be kept on file by the Clerk for the use of and examination by the public. Such fees shall not take effect until at least thirty (30) days after adoption of such resolution.~~

~~**Sec. 10-3. Billing.**~~

~~A. All billings for public lighting charges shall be made by, and all payments shall be paid to the City. Billings shall be in the name of either the owner or occupant, or both, of the premises against which the charge is made, as determined by the City.~~

~~B. Billings for charges levied and assessed under the provisions of this Chapter may be made monthly, quarterly or at such other intervals as may be determined by resolution of the Mayor and the Council, and shall be fixed at such intervals as will correspond to billings of the same improved real property for water, garbage and sewer services. Such billings may be billed on the same statement; provided, however, that the billings for each service shall be segregated. Such charges shall be due at the same time as charges for water, garbage, and sewer services.~~

~~**Sec. 10-4. Separate Fund.**~~

~~All funds received for public lighting shall be accounted for separately and shall be used only for payment of expenses related to providing lighting services.~~

~~**Sec. 10-5. Right to Appeal Charge.**~~

~~Any person billed for public lighting services who believes that such billing is in excess of the relative proportionate benefits received from lighting shall have the right to file a written appeal to the Council. Such appeal shall set forth all reasons as to why such charges are excessive. Appeals shall be reviewed by the Clerk and action consistent with current fee resolutions may be taken by City staff. The Council shall have the right to modify such charges upon a demonstration that charges made are clearly in excess of relative proportionate benefits received from lighting services.~~

~~**Sec. 10-6. Sections Severable.**~~

~~Each section and each provision or requirement of any section of this Chapter shall be considered severable and the invalidity of any portion of a section or the invalidity of any portion of the section as to any person or persons shall not affect the validity or enforcement of any other portion.~~

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions. The remaining Chapters and Sections of Title 5 shall be in full force and effect.

SECTION 4: EFFECTIVE DATE. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Moscow. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	________	________	________	________
Gina Taruscio	________	________	________	________
Sandra Kelly	________	________	________	________

	________	________	________	________
Maureen Laflin	________	________	________	________
Drew Davis	________	________	________	________
Julia Parker	________	________	________	________

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of ___________, 2023.

____
Arthur D. Bettge, Mayor

CERTIFICATION and **ATTESTATION**. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _______________, 2023.

____
Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 25, 2023

AGENDA ITEM TITLE

Idaho Counties Risk Management Program Joint Powers Subscriber Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Idaho Counties Risk Management Program (ICRMP) provides the City with liability and property insurance coverage. ICRMP has updated its Joint Powers Subscribers Agreement that describes member's rights and obligations, ICRMP governance and other general provisions. ICRMP and is requesting the Mayor's signature on the updated Joint Powers Subscribers Agreement.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Joint Powers Subscriber Agreement; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Joint Powers Subscriber Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. ICRMP JointPowersAgreement_2023

JOINT POWERS SUBSCRIBER AGREEMENT

Idaho Counties Risk Management Program, Underwriters

This ***JPA*** is entered into pursuant to Idaho Code, Sections 67-2326 through 67-2333, by political subdivisions of the state of Idaho as defined by the Idaho Tort Claims Act, as subscribers to counterparts of this ***JPA***, for the purpose of operating a separate legal entity to be known and designated as the Idaho Counties Risk Management Program, Underwriters, hereinafter referred to as "***ICRMP***". ***ICRMP*** is a reciprocal insurer organized under Idaho Code, Title 41, Chapter 29.

It is agreed among the ***members*** of ***ICRMP***, all of which have accepted this ***JPA*** or a prior counterpart, that by virtue of accepting the terms of this version of the Joint Powers Subscriber Agreement, hereinafter referred to as "***JPA***", by approving a prior counterpart and subsequently renewing participation after changes to a prior counterpart have been implemented by the Board of Trustees or by paying a premium of insurance as billed, as follows:

Whereas political subdivisions of the State of Idaho have the authority to purchase liability insurance for themselves and their employees pursuant to Idaho Code § 6-923 and to contract for property and other insurance coverage as they deem necessary or proper pursuant to Idaho Code § 67-2328; and

Whereas it is to the mutual benefit of political subdivisions to join together to establish the legal entity created by this ***JPA*** to accomplish the purposes hereinafter set forth; and

Whereas the laws of the State of Idaho authorize the formation of what has been classified as a reciprocal insurer by political subdivisions without abrogating any privileges or immunities accorded to them by law; and

It is agreed in consideration of the mutual advantages, obligations and benefits to each political subdivision and the mutual covenants herein contained, the members of ***ICRMP***, with the consent and concurrence of the subscribing political subdivision:

ARTICLE I. DEFINITIONS.

As used in this JPA, the following terms shall have the respective meanings hereinafter set forth:

(1) ***Board.*** The Board of Trustees of ***ICRMP***, which shall serve as the Subscribers' Advisory Committee, as such is required by Idaho Code Title 41, Chapter 29.

(2) ***Executive Director***. The person designated by the ***Board*** to exercise the authority and to fulfill the duties of the chief administrative officer of ***ICRMP.***

(3) ***ICRMP***. The Idaho Counties Risk Management Program, Underwriters, a pooled insurance and risk management program established pursuant to the statutes of this state as an

independent Idaho governmental entity and licensed as a reciprocal insurer pursuant to Idaho Code Title 41, Chapter 29.

(4) ***JPA.*** This agreement more formally known as the Joint Powers Subscriber Agreement, wherein political subdivisions agree to participate in the insurance and related risk management offerings as a result of that insurance of ***ICRMP*** as set forth by the ***Board***.

(5) ***Members.*** The political subdivisions, which qualify and agree to the terms of this ***JPA*** or such ***JPA*** as revised upon approval by the ***Board*** from time to time.

ARTICLE II. ESTABLISHMENT, PURPOSE, FINANCING AND DURATION OF ICRMP.

This ***JPA*** is intended to continue the organization and operation of ***ICRMP*** into future years upon the foundation laid by prior joint powers agreements. This ***JPA*** supersedes all prior ***ICRMP JPAs*** and will become effective for all ***members*** on the date identified in the footer of this version of the ***JPA*** upon acceptance of the tender of continued participation offered during the annual renewal process in which a policy of insurance is issued. Changes to the ***JPA*** are deemed accepted either by express action by the governing board or by renewing participation in ***ICRMP*** by paying the determined premium for the policy of insurance issued for a succeeding year.

(1) It is the intent of the ***members*** of ***ICRMP*** to create a separate entity of unlimited duration that will administer an insurance and related risk management program and use funds paid by ***members*** to defend and indemnify, in accordance with this ***JPA*** and issued policy(ies) of insurance, any ***ICRMP members*** against liability or loss as described in the issued policy of insurance, up to the limits of the policy of insurance issued by or procured through ***ICRMP***.

(2) All income and assets of ***ICRMP*** shall be at all times dedicated to the ultimate benefit of its ***members*** in matters of insurance and related risk management programs, inclusive of matters not directly addressed by ***ICRMP*** issued policies.

(3) It is the intent of the ***members*** that ***ICRMP members*** share the costs of insurance and related risk management obligations which the ***members*** desire to implement.

(4) Participation in ***ICRMP*** shall be comprised of those political subdivisions that have approved this ***JPA*** or one of its prior iterations and that have agreed to pay the required premium for the issued policy of insurance. ***Members*** agree to the admission of future ***members*** in accordance with provisions of the current ***JPA*** and acknowledge that they shall have no right to object to the addition of such ***members***. The ***Board***, or the ***Executive Director***, as delegated by the ***Board***, is authorized to attach conditions to entry into ***ICRMP*** membership or to maintenance of membership in ***ICRMP*** in the interest of protecting the shared interests of participating ***members***. Such conditions may include premium surcharges, coverage limitations, reductions of limits or other methods designed to reduce risk exposure or to protect the shared interests of other ***ICRMP members***.

ARTICLE III. ATTORNEY-IN-FACT POWERS, EXPENSES AND DUTIES.

(1) To the extent required by Idaho Code Title 41, Chapter 29, and not inconsistent with applicable constitutional and statutory obligations and prerogatives, ***member*** hereby appoints ***ICRMP***, as its Attorney-in-Fact empowered to take all actions and execute all documents which are necessary or appropriate in carrying on the business of insurance through ***ICRMP*** on behalf of ***member***.

(2) ***Member*** agrees that the ***Board*** of ***ICRMP*** may delegate powers to an ***Executive Director*** in accordance with this ***JPA***. The ***Executive Director's*** obligations and liability shall be limited by the terms and conditions of ***ICRMP's JPA*** and by the Idaho Tort Claims Act. The ***Executive Director*** appointed by the ***Board*** is hereby empowered by the undersigned to accept service of process on behalf of ***ICRMP***. Such authorization does not supersede the procedural requirements of this ***JPA***. The general services to be performed by the ***Executive Director*** shall include, but not be limited to:

(a) issuing, underwriting and servicing policies of insurance;
(b) contracting with agents for sale and servicing of policies of insurance;
(c) executing treaties of reinsurance or contracts of excess insurance;
(d) providing risk management services and administering programs to diminish claims for damages; and
(e) supervising the investment policy of ***ICRMP***.

(3) The general items of expense to be paid by ***ICRMP*** shall include, but not be limited to:

(a) losses and claims payments;
(b) allocable claims expense;
(c) governmental charges, license fees, and lawful taxes;
(d) expenses incurred in auditing ***ICRMP's*** books and records;
(e) premium amount collection costs;
(f) ***Board*** expenses;
(g) premiums on reinsurance and excess insurance;
(h) fees of investment counsel and direct investment expense;
(i) salaries and expenses of officers and employees of ***ICRMP***;
(j) disbursement of dividends;
(k) special expenses authorized by the ***Board*** of ***ICRMP***;
(l) broker and producer commissions;
(m) indemnity insurance premiums;
(n) office expenses;
(o) actuarial, auditing, legal, risk management and loss prevention expenses, and
(p) awarding grants to ***members***.

(4) The Power of Attorney conveyed herein shall expire upon termination of all obligations of ***ICRMP.*** The liability of each ***member*** for the obligations of ***ICRMP*** shall be an individual, several and proportionate liability and not a joint liability. The liability of each ***member*** shall be limited as stated in this ***JPA*** provided, however, that in no event shall any ***member*** be

required to contribute more than the amount authorized by applicable state statutes and constitutional provisions pursuant to which ***ICRMP*** is established.

ARTICLE IV. SCOPE OF POLICY OF INSURANCE.

(1) In accordance with Idaho Code § 41-2921, ***member*** acknowledges that its policy of insurance transfers risk of loss from the ***member*** to ***ICRMP*** subject to the terms, conditions and exclusions addressed by its issued policy of insurance.

(2) ***Member*** acknowledges that not all risks are insurable and that any excluded risks or claims will not be transferred to ***ICRMP*** as a result of this ***JPA***.

(3) In the event that a claim or a series of claims exceeds the amount of coverage provided by the ***member's*** policy of insurance, payment of claims and expenses are the sole and separate obligation of the individual ***member*** or ***members*** against whom the claim was made resulting from litigation or settlement. No ***member*** shall be entitled to a contribution from other ***members*** to cover the cost of claims that exceed the coverage or limits of its policy of insurance, or are not covered by its policy of insurance.

ARTICLE V. ICRMP POWERS AND DUTIES.

The powers of ***ICRMP*** to perform and accomplish the purposes set forth above shall be to:

(1) Employ agents, employees and independent contractors.

(2) Purchase, sell, own, encumber and lease real property; to incur obligations on behalf of ICRMP to the extent permitted by Idaho statutes and the Idaho Constitution; and to purchase, sell, or lease equipment, machinery, and personal property.

(3) Invest funds.

(4) Carry out educational and other programs relating to risk management, including the prerogative to offer discounts or credits upon demonstrating compliance with standards for ***Board*** approved risk reduction methods or plans.

(5) Create, collect funds for, and administer an insurance and related risk management program.

(6) Purchase excess insurance and/or reinsurance to supplement the self-insured retention.

(7) Provide property and casualty insurance, risk management, underwriting, claims adjustment, training, and consultation, or to contract for such services, including the defense and settlement of claims, subject to specific limitations and/or restrictions, imposed and adopted by the ***Board***.

(8) Carry out such other activities as are necessarily implied or required to carry out the purposes of ***ICRMP***, even though such undertakings might not be known at the time of entering into this ***JPA*** or might not be included within the specific powers enumerated in this article.

(9) Sue and be sued.

(10) Enter into contracts.

(11) Reimburse ***Board*** members for approved expenses incurred in attending to Board responsibilities.

(12) Provide security, insurance or bonds regarding the official responsibilities of all officers, Board members and employees of ***ICRMP***.

(13) Borrow funds with approval by the ***Board*** as necessary for current operating purposes, so long as repayment is achieved before the conclusion of the subsequent fiscal year.

(14) Establish terms and conditions of initial or continued membership in ***ICRMP***.

ARTICLE VI. MEMBERS' RIGHTS AND OBLIGATIONS - DISPUTE RESOLUTION PROCEDURES.

Warranty of Eligibility – Each ***member*** authorizing participation in ***ICRMP*** by approval of this JPA and execution by an authorized official hereby warrants that it is a political subdivision of the state of Idaho as defined by the Idaho Tort Claims Act and thereby eligible to be a ***member*** of ***ICRMP***. By such warranty each ***member*** consents to its immediate separation from ***ICRMP*** participation upon discovery that it is not a qualifying political subdivision. Each ***member*** also agrees that it will indemnify ***ICRMP*** for any loss ***ICRMP*** may suffer by virtue of the inapplicability of privileges and immunities otherwise available to political subdivisions of the state of Idaho by virtue of the mischaracterization of any ***member*** as a qualified Idaho political subdivision.

(1) An individual ***member*** of ***ICRMP***, acting through their respective governing boards, shall have the right to:

(a) Petition the ***Board*** to be heard as described below.

(b) Request withdrawal of participation. ***Members*** recognize that ***ICRMP*** is managed for long-term participation and that ***JPAs*** that support ***ICRMP*** operation are of one-year or longer duration. Consequently, withdrawal during the course of a policy of insurance year may be subject to additional financial obligation for the ***member*** as determined by the ***Board***.

(c) After its membership in ***ICRMP*** exceeds one year, to nominate, recommend or vote concerning selection of a representative to serve on the ***Board***.

(2) The obligations of ***members*** of ***ICRMP*** shall be as follows:

(a) To pay promptly all premiums of insurance to ***ICRMP*** at such times and in such amounts as shall be established by the ***Board*** pursuant to this ***JPA***. Any delinquent payments may incur interest, penalties or other financial consequences as determined by resolution of the ***Board.***

(b) To allow **ICRMP*'s*** agents and employees reasonable access to all premises and records of the ***member***, required for the administration of ***ICRMP***.

(c) To cooperate fully with ***ICRMP's*** attorneys, claims adjusters and any other employee or officer of ***ICRMP*** in activities relating to the purposes and powers of ***ICRMP***.

(d) To make good faith efforts to follow the safety, loss reduction, risk management, and loss prevention recommendations made by ICRMP.

(e) To provide ***ICRMP*** no less frequently than annually, or in accordance with the issued policy of insurance, with information demonstrating the value of insured real and personal properties.

(f) To utilize procedures regarding a dispute over the application of the terms of the ***JPA*** or insurance coverage, prior to communicating such dispute to a state or federal administrative agency or official, or prior to initiating legal or equitable proceedings against ***ICRMP***. ***Members*** expressly agree to follow the dispute resolution procedures as described in this ***JPA*** before filing any claim in law or equity against ***ICRMP*** or any ***ICRMP*** employee or ***Board*** member in any court or before a regulatory agency. ***Member*** expressly agrees that failure to exhaust the internal dispute resolution procedures described in this ***JPA*** constitutes a material breach of this ***JPA***. ***Member*** agrees that ***ICRMP*** may enforce this provision. A ***member*** that pursues any action or proceeding against ***ICRMP*** in court or before a regulatory agency agrees to reimburse ***ICRMP*** its reasonable costs and attorney fees incurred in defense of any such suit or administrative proceeding if the matter has not first been brought to the ***Board*** pursuant to the dispute resolution procedure as described in this ***JPA***. The restrictions contained in this subsection may be waived only upon written agreement of the ***Board***.

(3) The procedure of dispute resolution shall be:

(a) Filing a written statement by the ***member*** stating the specific basis for disagreement. All written statements must be sent to the ***Executive Director*** prior to ***Board*** involvement. Such filing shall be followed by a conference with the ***Executive Director***, in person or by electronic means, to attempt to resolve the dispute. The ***Executive Director*** shall respond to the ***member*** in writing not more than ten (10) business days after the conference. Such written response shall set forth the basis of the ***Executive Director's*** decision concerning the matter.

(b) Following receipt of the ***Executive Director's*** written response, ***member*** may request review of the determination of the ***Executive Director*** by the ***Board***. Any such request shall be made in writing, setting forth the specific basis for the request and the particular reasons for disagreement with the determination of the ***Executive Director***.

(c) The ***Board*** may hear an oral presentation, not in excess of one hour, by the ***member*** governing board, or its attorney, or resolve the matter based upon the written request for review. The ***Board*** will have the option of obtaining a response from ***ICRMP*** staff. The ***Board*** shall issue its decision in writing within thirty (30) days of the oral presentation by the ***member*** or review of the written request for review or reconsideration, unless the ***Board*** determines good cause to extend the time for issuing its decision. The ***Board*** may consult with its staff, legal advisers and/or consultants. The written decision of the ***Board*** shall be final. Until a final decision is made pursuant to the procedures set forth in this Article, no ***member*** may initiate or institute legal or equitable actions against ***ICRMP***, its officers, or employees, arising out of the application of the ***JPA***. No claim or complaint shall be initiated by a ***member*** before a state or federal administrative agency or official without completing the dispute resolution procedure set forth herein.

(d) The ***Board*** reserves the right to vary the foregoing procedures as necessary to accommodate the interests of ***ICRMP***, its ***members***, or others with an interest in the just resolution of differences regarding application of the ***JPA*** or insurance coverage.

ARTICLE VII. PREMIUM OF INSURANCE.

The ***Board*** shall institute methods to establish annual or periodic premium of insurance amounts for ***members***. ***ICRMP*** may change such amounts charged to any ***member*** from year to year to reflect changes in ***ICRMP*** operating costs, changes in risk resulting from operational changes, changes in property values or ownership, reevaluation of operating risks, ***member*** conduct, or refusal to participate in safety, loss prevention, or risk management programs, or for other reasons established by the ***Board***. Conversely, ***ICRMP*** may offer premium discounts to any ***member*** that faithfully participates in loss prevention, risk management, and safety programs or for other reasons established by ***ICRMP***. Each ***member's*** premium for the policy of insurance amount shall be calculated in accordance with rate determination methods approved by the ***Board*** for any policy of insurance year. It is agreed that the ***Board's*** rate determination will not be inadequate, excessive, or unfairly discriminatory, relative to the assessable risk of each ***member*** as determined by the ***ICRMP Board***. ***Members*** acknowledge that rate-setting involves risk and exposure assumptions that rely upon the professional judgment of the ***Board*** and its staff and advisors. No ***member*** may be further assessed during a policy of insurance year unless in response to a material change in property or activities not disclosed or addressed at the time of annual renewal. Additional premium for the policy of insurance amounts may be charged when changes are made to covered property or activities during the course of a policy of insurance year. ***ICRMP*** reserves the right to condition continued participation by any ***member*** upon compliance with specific performance requirements, payment of modified deductible amounts and such other measures as ***ICRMP*** deems necessary or appropriate. ***ICRMP*** reserves, the right to cancel or refuse to renew insurance coverage, in accordance with Idaho law.

ARTICLE VIII. BOARD OF TRUSTEES – ELECTION, APPOINTMENT AND REMOVAL.

The ***Board*** shall be comprised of nine (9) elected public officials, six (6) of whom shall be county commissioners, two (2) city mayors, and one (1) special purpose district governing board member. The electoral/appointive boundaries for the ***Board*** shall be organized as follows as long as they are ***members*** of this ***JPA***:

(1) County District I: Counties of Boundary, Bonner, Kootenai, Benewah and Shoshone.

(2) County District II: Counties of Latah, Clearwater, Nez Perce, Lewis and Idaho.

(3) County District III: Counties of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, and Owyhee.

(4) County District IV: Counties of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls and Cassia.

(5) County District V: Counties of Bingham, Power, Bannock, Caribou, Oneida, Franklin and Bear Lake.

(6) County District VI: Counties of Lemhi, Custer, Clark, Fremont, Butte, Jefferson, Madison, Teton and Bonneville

(7) Region I: Mayor of a city from within Districts I, II, and III.

(8) Region II: Mayor of a city from within Districts IV, V and VI.

(9) Special District Member: Elected official of any ***member*** other than a county or city, selected by a vote of the ***Board***, chosen from nominees submitted by elected officials for ***member*** Special Districts.

Each member of the ***Board*** shall serve for a period of two (2) years, or until a successor is elected or appointed. Four (4) members of the ***Board*** (even-numbered County Districts and the Region II seat) shall be elected for two (2) year terms in the final months of odd-numbered years, while another five (5) members of the ***Board*** (odd-numbered County Districts and the Region I seat plus the Special District Member shall be elected/appointed for two (2) year terms in the final months of even-numbered years. The ***Executive Director*** shall administer the election process so as to allow election results to be canvassed by the ***Board*** prior to undertaking official ***Board*** business in the succeeding calendar year. The respective boards of county commissioners of each ***member*** county may vote for their District ***member*** of the ***Board***; governing boards of cities may vote for regional City representatives; and Special District ***member*** candidates may be nominated by governing boards of ***member*** Special Districts. Incumbent ***Board*** trustees may qualify for inclusion on a subsequent election ballot by expressing a desire to do so in writing to the ***Executive Director***. Ballots must be received by ***ICRMP*** at a time and place specified by the ***Executive Director***. Each trustee of the ***Board*** shall serve from the date of the first ***Board*** meeting in the year succeeding his/her election/appointment through the conclusion of his/her term unless re-elected/reappointed. Should any seat on the ***Board*** become vacant, the ***Board*** may fill such vacancy for the remainder of the former official's term by appointment of another official.

At any time during the term of a trustee, such trustee may be removed by either of two (2) methods. The first method by which an elected trustee may be removed is by ***Board*** receipt of a declaration of no confidence by the governing boards of the previously voting ***member*** entities equal to at least one-half (1/2) plus one of the number of votes received by the trustee when the trustee was most recently elected to the ***Board***.

The second method is a vote by a majority of members of the ***Board***, excluding the trustee that is the subject of the declaration. After a majority vote, the ***Board*** shall submit a declaration to the trustee's constituent electors, stating the reasons therefore.

Any trustee holding an appointive or *ex-officio* non-voting position may be removed by majority vote of the ***Board***.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF TRUSTEES.

The ***Board*** shall have the following powers and duties to:

(1) Annually elect a chair and vice-chair.

(2) Establish procedures for determining premium amounts for policies of insurance for ***members***.

(3) Establish the insurance and risk management program design.

(4) Select an ***Executive Director***, to supervise the business of ***ICRMP*** and carry out other functions delegated by the ***Board*** and the ***Executive Director*** may in turn select all personnel and contractors necessary for the administration of ***ICRMP.***

(5) Establish a schedule for ***Board*** meetings and set a place for such meetings. All Idaho law applicable to public meetings shall be observed. A majority of seated trustees (as opposed to unfilled seats) shall constitute a quorum to do business. All decisions of the quorum shall require a majority vote of the trustees present and voting at a meeting, unless otherwise required by law.

(6) Exercise all powers of ***ICRMP***, except powers reserved to the ***members***.

(7) Adopt, and oversee ***ICRMP's*** budget.

(8) Receive reports concerning ***ICRMP*** activities and to make reports to the ***members***.

(9) Provide for underwriting, claims and risk management procedures.

(10) Provide for the investment and disbursement of funds.

(11) Enact resolutions establishing procedures governing its own conduct and the powers and duties of its officers, not inconsistent with this ***JPA*** and applicable provisions of law.

(12) Approve all ***ICRMP*** internal policies.

(13) Form committees and determine the method of appointment and terms of members of committees.

(14) Submit to ***members*** an amended ***JPA*** upon adoption and at the date of periodic renewal, for re-adoption, express acceptance, or payment of a premium for a policy of insurance by ***members***.

(15) Dissolve ***ICRMP*** when ***Board*** action is accompanied by a two-thirds (2/3) vote of the entire then-current ***members***, provided that a notice of intent to dissolve ***ICRMP*** shall be given to the Director of the Department of Insurance of the State of Idaho at least ninety (90) days prior to the proposed effective date. Like notice of such intent shall be provided to all ***members*** at least thirty (30) days before any such vote regarding dissolution in compliance with title 41, Idaho Code and other applicable statutes. Assets remaining after discharge of its indebtedness and policy of insurance obligations, the return of any surplus made and the return of any unused premium, savings or credits then standing on ***members*** accounts, shall be distributed to its ***members*** who were such within the twelve (12) months prior to the last termination of its certificate of authority, according to such reasonable formula as the Director of the Department of Insurance may approve pursuant to Idaho law.

(16) Appoint or remove non-voting *ex-officio* members of the ***Board***.

(17) Do or delegate all acts necessary and proper for the implementation of this ***JPA***.

(18) Maintain available funds in amounts reasonably sufficient to annually provide the resources necessary to fund ***ICRMP's*** general and administrative expenses, any reinsurance or excess insurance requirements, to pay the current year's claims and claims expenses and to sustain the financial stability of ***ICRMP***, in addition to funds necessary to meet ***ICRMP's*** obligation to satisfy the requirements of any regulatory authority.

(19) Approve all non-renewals or cancellations of policies of insurance.

ARTICLE X. LIABILITY OF BOARD TRUSTEES and EMPLOYEES

The ***Board*** trustees of ***ICRMP*** must use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. ***Board*** trustees shall not be personally liable for any mistake of judgment or other action made, taken, or omitted by them in good faith; nor for any action taken or omitted by any producer, agent, employee, or independent contractor selected with reasonable care. No ***Board*** trustee shall be personally liable for any action taken or omitted by any other trustee. The assets of ***ICRMP*** may be used to defend and indemnify any trustee, officer, or employee for actions taken by each such person in good faith within the scope of his or her authority for ***ICRMP***. ***ICRMP*** may purchase insurance providing coverage for trustees, officers, and employees.

ARTICLE XI. VOLUNTARY MEMBER WITHDRAWAL.

Any ***member*** may request withdrawal from this ***JPA***, by giving notice to the ***Executive Director***, in writing, of its desire to withdraw. Any ***member*** may withdraw from ***ICRMP*** within thirty (30) days after the date that ***ICRMP*** gives notice in writing of an amendment to this ***JPA*** or its accompanying policy of insurance by tendering to the ***Executive Director*** written notice of its intent to withdraw. A voluntarily withdrawing ***member*** shall be deemed to have forfeited any claim of right or equity to any portion of ***ICRMP*** reserves or surplus or to any credit or dividend, should any be declared by the ***Board*** and will be deemed a cancellation request of the currently issued policy of insurance.

ARTICLE XII. BINDING CONTRACTUAL OBLIGATION.

This document shall constitute a ***JPA***, a binding contract, among those political subdivisions that are ***members*** of ***ICRMP***. The terms of this ***JPA*** may be enforced in court by ***ICRMP*** itself or by any of its ***members*** subject to the terms and conditions of applicable laws and this ***JPA***. The consideration for the duties herewith imposed upon the ***members*** to take certain actions and to refrain from certain other actions is based upon the mutual promises and agreements of the ***members*** set forth herein. ***Member*** asserts that it has complied with relevant laws and that it waives its ability to object to the binding nature of this ***JPA*** by virtue of informalities in its approval. Except to the extent of the premium for the policy of insurance paid to ***ICRMP*** agreed to, or such additional obligations as may come about through amendments to this ***JPA***, no ***member*** agrees or contracts herein to be held responsible for any claims in tort or contract made against any other ***member***. The contracting parties intend in the creation of ***ICRMP*** to establish an organization for joint insurance and related risk management only within the scope herein set out and have not herein created as between ***member*** and ***member*** any relationship of general surety or indemnitor, nor by participating herein does any ***member*** otherwise assume responsibility for the debts of or claims against any other ***member***.

ARTICLE XIII. DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON DISSOLUTION OF ICRMP.

In the event that ***ICRMP*** is dissolved, all property or assets acquired by ***ICRMP*** shall be liquidated in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the then-current ***members*** at a rate proportionate to each ***member's*** *pro rata* share of the cumulative premium of insurance paid to ***ICRMP*** for the most recent five (5) fiscal years. Said determination of net asset distribution shall be by the ***Board*** subject to application of the business judgment rule under Idaho law.

ARTICLE XIV. SEVERABILITY.

In the event that any article, provision, clause or other part of this ***JPA*** is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and this ***JPA*** is expressly declared to be severable.

ARTICLE XV. MISCELLANEOUS PROVISIONS

(1) The provisions of this ***JPA*** shall be interpreted pursuant to the laws of the State of Idaho.

(2) The parties hereto consent that courts in the State of Idaho shall have jurisdiction over any dispute arising under this ***JPA*** after exhaustion of the dispute resolution procedures provided for herein.

(3) No waiver of any breach of this ***JPA*** or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

(4) In the event that any provision of this ***JPA*** is in conflict with or is incompatible with the ***member's*** policy of insurance issued hereunder, the terms and conditions of the ***member*** policy of insurance shall prevail and take precedence.

(5) This ***JPA*** may be modified or amended in writing as authorized by the ***Board***. Provided, however, no such modification shall be effective retroactively, or as to any insurance or coverage issued prior thereto. Said modifications may be made effective during a policy of insurance year only to comply with applicable laws respecting operation of ***ICRMP*** or with express consent of the ***member***. Changes may be made to the policy of insurance issued by ***ICRMP*** at any time during the policy year in accordance with rules or statutes governing the business of insurance within the State of Idaho.

(6) ***Member*** agrees to hold ***ICRMP***, its employees, contractors, and/or legal counsel, harmless and without liability to ***member*** from any claims arising out of risk management or related administrative activities undertaken for ***member's*** benefit. ***ICRMP*** assumes no responsibility for the operation of ***member's*** political subdivision. ***Member*** further agrees that communications with attorneys on the ***ICRMP*** staff or retained by ***ICRMP*** to assist a ***member*** to resolve or avoid claims will remain confidential pursuant to the Attorney-Client privilege and that written materials generated as a consequence of such effort to assist ***member*** shall constitute attorney work product. ***Member*** further agrees that the employees, contractors and/or legal counsel of ***ICRMP*** when acting in a risk management capacity are representing

ICRMP, not ***members***, and that information obtained in such risk management capacity may be provided to ***ICRMP*** in order to carry out the purposes of this ***JPA***.

(7) All notices required to be given under this ***JPA*** shall be delivered in writing. Notices by a ***member*** to ***ICRMP*** shall be sent to ***ICRMP'S*** principal place of business. Notices to any ***member*** shall be sent to the ***member's*** last known address. In the event that any party to this ***JPA*** desires to change its address, notice of change of address shall be sent to the other party by United States Mail, or e-mail to intake@icrmp.org.

(8) Other procedural requirements may be established by applicable state law. Additionally, nothing contained in this ***JPA*** shall prohibit the ***ICRMP Board*** from adopting procedural standards or guidelines for the conduct of ***Board*** business or from authorizing administrative policies to guide ***ICRMP's*** internal affairs.

(9) Confidentiality - ***ICRMP*** agrees to keep ***member*** information received confidential under the law of the state of Idaho or federal law. However, in cases of electronic breach of confidential information of a ***member*** or of ***ICRMP***, it is agreed that ***ICRMP*** may share ***member*** confidential information with any governmental entity that will attempt to terminate, alleviate, or rectify the electronic breach, as well as to any appropriate state or federal law enforcement agency.

(10) This ***JPA*** shall be automatically renewed, annually or periodically, consistent with ***Board*** established policy of insurance terms, absent withdrawal, cancellation or nonrenewal.

ARTICLE XVI. EXECUTION AND ATTEST.

In Witness hereof, this ***JPA*** is executed on the _____ day of __________ 20___, by the undersigned who are duly authorized officer(s) of the political subdivision indicated below and by ***ICRMP***, pursuant to action taken by the governing Board of the ***member*** on the ____ day of ________ 20____ or by payment of the required premium of insurance. Such payment of premium for the policy of insurance, execution upon this ***JPA*** or upon execution of a prior counterpart accompanied by continuing renewal shall constitute agreement by the political subdivision to the terms and conditions of membership in ***ICRMP*** until proper written notice of withdrawal is provided as provided herein, or upon cancelation or nonrenewal of insurance under Idaho law.

POLITICAL SUBDIVISION: ______________________________

By: ______________________________

CHAIRMAN OF THE BOARD, MAYOR, OR OTHER EXPRESSLY AUTHORIZED OFFICER

Title: ______________________________

Attest/Witness: ______________________________

CLERK OR OTHER AUTHORIZED OFFICER

ACCEPTED FOR THE IDAHO COUNTIES RISK MANAGEMENT PROGRAM, UNDERWRITERS (ICRMP)

By: ______________________________

EXECUTIVE DIRECTOR