

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 4 / 2 / 18

Date of meeting 4 / 18 / 18

(City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Ron Stocking, Fire Chief

Address: 1123 Lake Street, Sandpoint

Phone number and email address: 208-263-3502 rstocking@selkirkfire.com

Authorized by: Ron Stocking

*name of City official*



*City official's signature*

*(Department Heads, City Council members, and the Mayor are City officials.)*

Subject: MOU between ITD and City of Sandpoint Fire Department

Summary of what is being requested: Council to approve an MOU between the City and ITD to be reimbursed for emergency responses on the Long Bridge.

The following information **MUST** be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city?  Yes  No

If yes, in what way? \_\_\_\_\_

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?  
Yes or No

N/A

3. Is there a need for a general public information or public involvement plan? **Yes or No**  
If yes, please specify and suggest a method to accomplish the plan:  Yes  No

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**  
 Yes  No  Yes  No

5. Have all the affected departments been informed about this agenda item? **Yes or No**  
 Yes  No

**This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.**

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

**CITY OF SANDPOINT  
AGENDA REPORT**

**DATE: 4/2/18**

**TO: MAYOR AND CITY COUNCIL**

**FROM: Ron Stocking, Fire Chief**

**SUBJECT: MOU with ITD for Long Bridge Emergency Responses**

**DESCRIPTION/BACKGROUND: A MOU to seek reimbursement for emergency responses**

**STAFF RECOMMENDATION: Council to approve**

**ACTION: Approve and Sign MOU**

**WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? N**

**ATTACHMENTS: MOU**

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: RENEWAL OF LONG BRIDGE EMERGENCY RESPONSE CONTRACT WITH IDAHO TRANSPORTATION DEPARTMENT**

WHEREAS: The area of Highway 95 between mileposts 473.5 and 471.6 encompasses the Long Bridge, which is maintained by the Idaho Transportation Department (ITD);

WHEREAS: Although the Long Bridge is outside the jurisdiction of the Sandpoint Fire Department (SFD), it is immediately south of the City and located in such a manner as to enable SFD to respond to vehicle fires and fuel spills and render aid;

WHEREAS: In 2013, via Resolution No. 13-28, ITD contracted with the City for such aid, which contract is set to expire on April 24, 2018;

WHEREAS: A Memorandum of Understanding (MOU) has been written, setting out the terms and conditions under which SPD would continue to respond to emergencies on the Long Bridge and receive reimbursement for such response;

WHEREAS: ITD will reimburse the SPD for responding based on the payment requirements and billing guidelines provided within the MOU, utilizing the current Idaho Fire Service Organization Rate Book (FSORB); and,

WHEREAS: It would be in the best interest of the City of Sandpoint to renew this contract.

NOW, THEREFORE, BE IT RESOLVED THAT: The renewal between the City of Sandpoint and the Idaho Transportation Department, a copy of which is attached hereto and made a part hereof by reference as if fully incorporated here, is approved.

BE IT FURTHER RESOLVED THAT: The Mayor is hereby authorized to execute the contract on behalf of the City of Sandpoint.

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

\_\_\_\_\_  
Maree Peck, City Clerk

City Council Members:

YES NO ABSTAIN ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Ruehle
5. Aispuro
6. Darling



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**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 7129 • Boise, ID 83707-1129

(208) 334-8000 • [itd.idaho.gov](http://itd.idaho.gov)

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE IDAHO TRANSPORTATION DEPARTMENT**

**And**

**SANDPOINT CITY FIRE DEPARTMENT (SPCFD)**

### **PURPOSE:**

To provide the Idaho Transportation Department with fire protection for vehicular fires within the ITD Right of Way

1. US95( Long Bridge) from Milepost 473.5 to the north and to Milepost 471.6 to the south.

### **AUTHORITY:**

Citation of the legal authority for the MOU including Sections 67-2326 through 67-2333 and 67-2339, Idaho Code, and any other provisions of state or federal law or regulation directly pertaining to the memorandum.

### **RESPONSIBILITIES AND PROCEDURES:**

**SPCFD** extinguishment of vehicle fires shall be in accordance with the responding Fire Departments' Standard Operating Procedures (SOP) and minimum standards of this document.

The **SPCFD** shall meet the following minimum standards for responding to vehicle fires on ITD roadways and upon request, provide written documentation for the following:

- Firefighters have been trained in proper extinguishment of vehicle fires through NFPA Firefighter I or equivalent, and/or other Department certification signed by the Fire Chief as being able to perform vehicle firefighting.
- Fire apparatus is certified by the Fire Department that it meets NFPA minimum standards.

**SPCFD** personnel shall use personnel protective equipment in accordance with NFPA 1971 including Self-Contained Breathing Apparatus (SCBA), this should also include wearing of a Class II reflective vest, or if vests are not available insure that the reflective tape of the structural firefighting gear is in good condition. (NFPA 1001 5.3.3)

**SPCFD** should try to establish a safe work zone while working within the highway right of way. If possible all traffic control should comply with 6-I Control of Traffic through Traffic Incident Management Areas of the Manual for Uniform Traffic Control Devices (MUTCD).

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During any vehicle fire suppression activity upon ITD roadway where water is used during or forecasted freezing conditions the fire department/district will notify the closest ITD District or State Communications of a potential roadway icing condition.

ITD shall be notified if there is any major damage to infrastructure (pavement, bridge, etc.), by contacting the closest ITD District or State Communications.

#### **PAYMENT REQUIREMENTS:**

ITD will reimburse the responding Fire Department for vehicle fires using the following guidelines:

The fire department/district shall submit a 1) completed Idaho Fire Incident Report (IFIR), along with 2) the billing invoice to ITD for payment. The fire department/district also shall include 3) the name, address, license plate number and insurance carrier for each vehicle involved in the fire. Please include a law enforcement report if one is available.

#### **BILLING GUIDELINES:**

The Idaho Department of Lands (IDL) most current Idaho Fire Service Organization Rate Book (FSORB) will be utilized and billing will be based upon personnel time duration of the call. Payment is due within 30 days from the invoice date.

##### **Full-time Paid Fire Department Personnel**

A Fire Service Organization (FSO) with wage employees shall be paid at the Un-Operated Hourly Rate, and will submit an invoice for personnel time. ITD will reimburse the FSO for actual payroll costs, including benefits, based on incident shift time. No other administrative or backfill costs will be allowed.

##### **Volunteer Fire Departments**

A volunteer fire service organization shall be paid at the Fully Operated Hourly Rate.

Fire departments/districts may request reimbursement equal to but not exceeding one hour of personnel expenses and equipment costs if calls are canceled **while en route**. Cancellation of calls before equipment and personnel leave their stations are not eligible for reimbursement.

##### **Additional Personnel Payment**

Additional personnel above the recommended number required by the IDL FSORB shall be paid in accordance with the Fire Departments' regular certified pay scale.

##### **Equipment**

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Heavy Rescue apparatus with a water supply system that respond for extinguishment will be paid the same rate as an E-1 engine.

#### **Foam**

ITD shall make reimbursement for foam when provided by the FD.

- Compressed Air Foam System (CAFS) – Plumbed into the system, increase the rate by 10% of the specified un-operated rate.
- Metering Systems (Automatic Regulating Proportioning System) – Systematic metering units, increase the rate by 5% of the specified un-operated rate.
- Any other foam capabilities, such as eductor units which siphon foam into the hose system, or when the foam is dumped directly into the tank, will not receive any additional compensation.

#### **Absorbent Materials**

ITD shall make reimbursement for absorbent materials when provided by the FD. Absorbent materials such as floor dry, booms and/or pads used to absorb, contain and/or divert motor vehicle fluids.

#### **LIMITATIONS:**

Nothing in this Memorandum of Understanding between ITD and SPCFD shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.”

Additionally, the following release of liability should be added. "Nothing in this Memorandum of Understanding shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party."

#### **EFFECTIVE DATE:**

This Memorandum of Understanding shall become effective upon signature of the Director of ITD and the signing authority of SPCFD. Automatic annual renewals will occur unless the Method of Termination occurs.

#### **METHOD OF TERMINATION:**

The method or methods for partial or complete termination of the MOU and for disposing of property upon such partial or complete termination shall at the very least contain a statement to the effect that “This Memorandum of Understanding shall remain in force unless formally terminated by either party after thirty (30) days written notice to the other party.”

#### **AMENDMENTS:**

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Amendments to this memorandum shall become effective upon mutual agreement and written approval by the Director of ITD and the signing authority of SPCFD

**SIGNATURES:**

IDAHO TRANSPORTATION DEPARTMENT

By \_\_\_\_\_ Date \_\_\_\_\_

Director

SANDPOINT CITY FIRE DEPARTMENT

By \_\_\_\_\_ Date \_\_\_\_\_

FIRE CHIEF

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