



Our vision of Coeur d'Alene is of a beautiful safe city
that promotes a high quality of life and sound economy
through excellence in government

GENERAL SERVICES/PUBLIC WORKS COMMITTEE

with

Council Members McEvers, Miller, & Gookin

March 25, 2024, 12:00 p.m.

Library Community Room

702 Front Avenue

AGENDA

*****ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

- Item 1** Request Approval to enter into an agreement with the Idaho Attorney General's Office to accept funding for one detective to participate in the Internet Crimes Against Children (ICAC) Task Force.

STAFF REPORT BY: Chief Lee White

- Item 2** Setting of a public hearing for V-24-01; a Vacation of a portion of Hattie Avenue right-of-way adjoining the northerly boundary of Lot 2, Block 1, Shae Estates.

STAFF REPORT BY: Dennis Grant, Engineering Project Manager

- Item 3** Approval of a compensation project proposal with Ameriben, Human Resource Consulting, to review all FLSA exempt classifications.

STAFF REPORT BY: Melissa Tosi, Human Resources Director

- Item 4** Amendment to Personnel Rule 11: Attendance and Leaves, Section 12, Retirement Consultation Benefit.

STAFF REPORT BY: Melissa Tosi, Human Resources Director

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

ADJOURNMENT:

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City's Facebook page.**

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

**GENERAL SERVICES / PUBLIC WORKS
STAFF REPORT**

DATE: March 25, 2024

FROM: LEE WHITE, POLICE CHIEF

SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH THE IDAHO ATTORNEY GENERAL'S OFFICE TO ADD ONE MEMBER TO THE POLICE DEPARTMENT AND PARTICIPATE IN THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE.

DECISION POINT: Should Council approve the Interagency Agreement with the Office of the Idaho Attorney General and accept funding for one detective to participate in the Internet Crimes Against Children (ICAC) Task Force?

HISTORY: The Police Department was recently contacted by the Idaho Attorney General's Office with a request that the City consider participating in the ICAC task force.

The ICAC task force has been in existence for many years. The Idaho taskforce is one of 62 across the country, and it is tasked with investigating and prosecuting individuals who use the internet or other technology to criminally exploit children.

Cases are generated by the National Center for Missing and Exploited Children (NCMEC) or other established means, and then investigated at a local or state level. In 2023, the State received over 2400 cybertips and Idaho is expected to have nearly 3400 this year. Some of these tips end up being non-criminal in nature, but many become criminal cases regarding sexual exploitation of minors. In Kootenai County in the past five months alone there were 32 new cases assigned for investigation.

PERFORMANCE ANALYSIS: The Idaho Attorney General's Office funds ten (10) paid affiliate positions across the state. These positions are vital to ensure the numerous cases are appropriately handled. The Kootenai County Prosecutor's Office is also an important part of the equation and the County Prosecuting Attorney, Mr. Mortensen, indicated that his office has the desire and capacity to handle the increased caseload.

Because of our current caseload and staffing, the only way the Police Department can take on this additional responsibility is through addition to our overall staffing allocation. If approved, the Police Department would identify one current detective to work in this capacity, transfer that detective's caseload to another detective, and hire one new officer to backfill the position. The Interagency Agreement can be terminated by either party at any time, without advance notice.

FINANCIAL ANALYSIS: The Office of the Idaho Attorney General pays for salary, benefits, computers and related electronic equipment, and pre-approved overtime associated with the detective position. The City would be responsible for uniforms, equipment, and a vehicle for this detective.

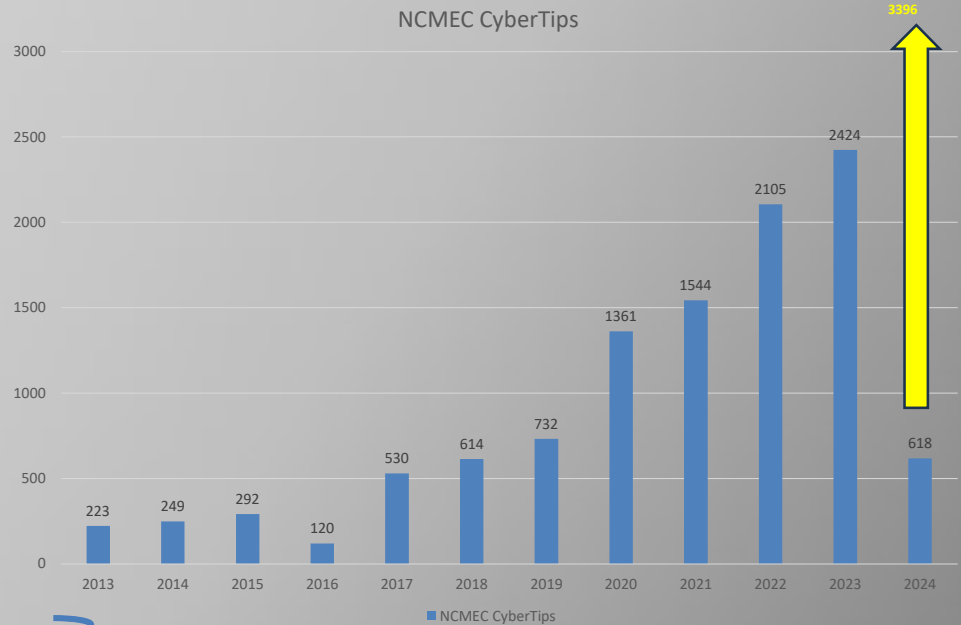
DECISION POINT/RECOMMENDATION: Council should enter into an Interagency Agreement with the Office of the Idaho Attorney General and accept funding for one detective to participate in the Internet Crimes Against Children (ICAC) Task Force.

Internet Crimes Against Children (ICAC) Task Force



ICAC Overview

- Tips come in through National Center for Missing and Exploited Children (NCMEC) or traditional means.
- Tips are triaged and reviewed, and criminal cases are opened when appropriate.



2018 CT's = 614
2023 CT's = 2424 } **300 % increase in 5 years**

By end of 2024, Idaho is anticipated to have received 3396 CT's (Based on JAN and FEB 2023 CT's)

Funding Overview

- Task Force is funded through the Idaho Attorney General's Office (OAG).
- OAG pays for salary, benefits, overtime, and computer and electronic equipment.
- City must pay for vehicle, uniforms and regular police equipment.



Staffing

- One current detective will be assigned to ICAC TF and funded through the Office of Attorney General.
- That detective's current caseload will be reassigned to a new detective.
- The PD will hire one new officer to backfill the additional position.



Questions?

The police department requests authorization to enter into an agreement with the Idaho Attorney General's Office to add one person to the police department for the purpose of participating in the ICAC task force.



INTERAGENCY AGREEMENT
ICAC UNIT TASK FORCE AGENT

This Interagency Agreement ("Agreement") is effective the ____ day of ____, 20__, between the Office of the Idaho Attorney General ("OAG") and the _____ ("Agency"):

I. RECITALS

1. In its 2013 session, the Idaho Legislature amended Idaho Code § 67-1401 and enacted Idaho Code § 67-1410 to establish an Internet Crimes Against Children ("ICAC") Unit within the OAG. Pursuant to these statutes:

A. The ICAC Unit is authorized to conduct a statewide program for the investigation and prosecution of Internet-facilitated crimes against children.

B. The ICAC Unit is under the exclusive control of the OAG.

C. The OAG may receive assistance for the ICAC Unit from, or enter into written agreements with, any law enforcement agency or prosecutor and may renew, suspend or revoke any such agreements at any time.

D. The OAG may designate law enforcement officers employed by local law enforcement agencies or by the State of Idaho to serve as ICAC Unit Task Force Agents ("Task Force Agent"). All Task Force Agents are considered members of the ICAC Unit. Designation of a commissioned law enforcement officer to serve as a Task Force Agent does not constitute employment by the OAG or otherwise create a property right to which due process applies.

E. The OAG may employ attorneys, investigators, and others for the ICAC Unit and may adopt rules necessary to implement the duties and responsibilities set forth in Idaho Code §§ 67-1401(16) and 67-1410.

2. The mission and goals of the ICAC Unit are:

A. To investigate, deter, apprehend, and prosecute persons committing Internet-facilitated crimes against children.

B. To aid local agencies in their investigation and prosecution of Internet-facilitated crimes against children and other crimes involving sexual abuse of children.

C. To train local law enforcement and prosecutors with the goal of creating a network of trained investigators, forensic examiners, and prosecutors throughout the state.

D. To introduce statewide standards for investigations, forensic examinations, and prosecutions of Internet-facilitated crimes against children.

E. To implement crime prevention measures, such as training and community outreach to parents, educators, and law enforcement.

F. To coordinate with local, state, and federal agencies to maximize resources and efficiency.

G. To maintain records and statistics of ICAC Unit activities, including the number of referrals received for investigation, cases referred to outside agencies, investigations conducted, prosecutions pursued, and sentences imposed.

3. In furtherance of these goals and the OAG's statutory responsibilities under Idaho Code §§ 67-1401(16) and 67-1410, the OAG contemplates that:

A. The Chief of the Criminal Law Division will assign at least one Deputy Attorney General ("DAG") to serve as an attorney in the ICAC Unit. The DAGs in the ICAC Unit will be responsible to prosecute all cases investigated by the ICAC Unit, unless a DAG determines that a case investigated by the ICAC Unit should be referred to another office for prosecution. The DAGs in the ICAC Unit will report to the Lead DAG in the Special Prosecutions Unit.

B. The Chief of the Criminal Law Division will assign an investigator to serve as the ICAC Unit's Lead Investigator/ICAC Commander ("ICAC Commander"). The ICAC Commander will be responsible for the oversight, coordination, and direction of the investigators in the ICAC Unit. The ICAC Commander, or his/her designee(s), will prioritize cases to be investigated by the ICAC Unit, administer state and federal grants, develop policies and procedures for investigators in the ICAC Unit, and introduce statewide standards for the investigation of Internet-facilitated crimes against children.

C. The Chief of the Criminal Law Division may assign one or more investigators to serve as Senior Investigators in the ICAC Unit. The Senior Investigators will report to the ICAC Commander and act in his/her place in the ICAC Commander's absence. The Senior Investigators will investigate Internet-facilitated crimes against children and supervise other investigators in the ICAC Unit.

D. The OAG may employ forensic examiners to assist in the examination and analysis of computer-related evidence for the ICAC Unit. These examiners may be assigned additional duties as needed to further the mission of the OAG. The number of

examiners may vary from time to time, depending on ICAC Unit needs and budgetary factors.

E. The OAG may assign one or more designated personnel to oversee individual ICAC Unit operations or categories of operations undertaken by the ICAC Unit.

F. The OAG will provide administrative support for the ICAC Unit, as budgetary factors allow.

G. ICAC Task Force Agents may, at the discretion of the OAG, be designated to work at the ICAC Unit headquarters in Boise, Idaho, or in their own agencies.

H. The OAG may hire additional employees to work in or support the ICAC Unit, as ICAC Unit needs and budgetary factors allow.

4. Idaho Code section 67-2332 provides authority to Idaho public agencies to contract to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized to perform.

5. The Agency desires to participate in the ICAC Unit by having the OAG designate one of the Agency's employees as an ICAC Task Force Agent.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties agree as follows:

II. AGREEMENT

1. Designation of ICAC Task Force Agent: The Agency will identify in Appendix A the employee the Agency would like the OAG to designate as a Task Force Agent. The OAG will designate the Agency's employee identified in Appendix A as an ICAC Task Force Agent to work in the ICAC Unit. Any Task Force Agent assigned to the ICAC Unit shall be mutually agreed upon by both parties and comply with the mental health assessment in Appendix D.

2. Time for Performance: The Task Force Agent shall work with the ICAC Unit starting on the date set forth in Appendix A until the OAG or the Agency terminates the Task Force Agent's service or terminates this Interagency Agreement ("Agreement") is terminated by the OAG or the Agency.

3. Scope of Work: As a designated Task Force Agent, the Task Force Agent may be required to perform various duties, including, but not limited to:

A. Conducting and assisting in all phases of investigation by the ICAC Unit, including investigation, undercover operations, monitoring Internet sites, responding to CyberTips, preparation and execution of search warrants, apprehension and arrest of suspects, forensic examination, assisting prosecutors, providing testimony in court, and other duties as assigned pertaining to investigating Internet-facilitated crimes against children.

B. Assisting federal, state, and local law enforcement agencies with investigations and prosecution of Internet-facilitated crimes against children.

C. Assisting in public education and community outreach initiatives, including, but not limited to, interaction with schools, school boards, and civic groups; distributing education materials; and providing training to those interested in giving Internet safety presentations.

D. Developing policies and procedures for the ICAC Unit and standards for the investigation of Internet-facilitated crimes against children statewide.

E. Maintaining records of referrals, cases, prosecutions, convictions, and other matters, as directed by the OAG.

F. Other work that furthers the duties and goals of the ICAC Unit.

4. Location and Assignment of Work: For purposes of this Agreement, the Task Force Agent shall work at the location designated in Appendix A, but the location may be changed at the discretion of the OAG. Assignment of cases to the Task Force Agent shall be at the discretion of the ICAC Commander or his/her designee(s).

5. Financial and Budgetary Support: The OAG shall provide financial and budgetary support for the ICAC Unit. The Task Force Agent shall not spend ICAC funds without prior written approval from the ICAC Commander.

6. Equipment: The Agency, at its sole expense, shall furnish the Task Force Agent designated in Appendix A with the equipment that the Agency has agreed to furnish, as listed in Appendix B. The OAG, at its sole expense, shall furnish the Task Force Agent designated in Appendix A with the equipment that the OAG has agreed to furnish, as listed in Appendix B. Property utilized in ICAC Unit activities shall be maintained in accordance with the policies and procedures of the agency supplying the equipment.

7. Number of Hours Worked – Overtime:

A. The OAG and the Agency contemplate that the Task Force Agent will work the number of hours per week set forth in Appendix A. Additional hours worked on ICAC matters must be approved in advance by the ICAC Commander.

B. For purposes of this Agreement, hours worked on ICAC matters will include training necessary to retain peace officer certification, mental and physical fitness evaluations, and requirements of the Task Force Agent's employment with the Agency. Hours worked on ICAC Unit matters will not include time worked on non-ICAC Unit investigative, administrative, or other matters for the Agency, and will not include specialized training in matters not directly related to the ICAC Unit's mission and goals.

C. All payment for overtime worked by the Task Force Agent on ICAC matters will be paid from the federally-funded ICAC grant, upon pre-approval by the ICAC Commander.

8. Time Records: The Task Force Agent will timely maintain and submit to his/her local law enforcement agency written records of the hours worked for the ICAC Unit, including a description of the matters worked on and type of work performed. The Agency will review and approve such records and submit them to the OAG for reimbursement, monthly, pursuant to paragraph II.10.

9. Work for the Agency: The Task Force Agent may work on non-ICAC Unit matters for the Agency at the request of the Agency, with advance notice to the OAG. The Agency will not be reimbursed by the OAG for time worked by the Task Force Agent on non-ICAC Unit matters.

10. Payment of Salaries and Costs:

A. The OAG will pay the Agency at the rate stated in Appendix A, to reimburse the Agency for the work of the Task Force Agent on ICAC matters. Such payment will be made pursuant to the schedule set forth in Appendix A. Reimbursement will only be for hours actually worked on ICAC-related matters as stated in this Agreement.

B. The OAG will either reimburse the Agency for agreed-upon costs or directly pay Agency costs, as identified in Appendix C.

11. Employment Status of the Task Force Agent: In accordance with Idaho Code § 67-1410(3), the OAG has exclusive control of the ICAC Unit. However, the Task Force Agent, in performing work pursuant to this Agreement for the ICAC Unit and for all other purposes, will remain an employee of the Agency and subject to Agency supervision and will not be an employee of the OAG. The Task Force Agent will be subject to the laws, regulations, policies, and personnel rules applicable to the Agency and will continue to report to the Agency for non-ICAC administrative and other matters not detailed in this Agreement. Conduct outside the scope of the Task Force Agent's duties and assignments under this Agreement do not fall within the oversight of the OAG or the OAG employees identified herein.

12. Federal, State and Local Taxes: The Task Force Agent will be paid directly by his/her local law enforcement agency. Accordingly, the OAG will not withhold any federal, state, payroll or other taxes from reimbursement payments made to the local law enforcement agency. All payroll deductions and withholding or payment of all taxes are the responsibility of the Agency and the Task Force Agent.

13. Benefits: Because the Task Force Agent is not an employee of the OAG, he/she is not eligible for, nor entitled to, and will not participate in the State of Idaho's pension, health, or other benefit plans as an OAG employee.

14. Workers' Compensation: The OAG will not obtain workers' compensation insurance for a non-OAG Task Force Agent. The Agency agrees to obtain workers' compensation coverage as required by law for the Task Force Agent. The Agency must furnish a copy of the Task Force Agent's certificate of workers' compensation insurance to the OAG upon request.

15. Workplace Conduct: If the Task Force Agent is assigned to work in any location under the control of the OAG or the State of Idaho, the Task Force Agent will abide by all policies of the OAG and the State of Idaho regarding workplace conduct. The OAG will provide the Task Force Agent a copy of all OAG policies dealing with workplace conduct upon designation as an ICAC Task Force Agent. For all other purposes, the Task Force Agent is subject to the workplace policies of the Agency.

16. Termination: Either party may, in its sole discretion, immediately terminate this Agreement in its entirety, or as to any individual designated as a Task Force Agent, upon written notice to the other party. In the event of termination, the Task Force Agent shall promptly discontinue all work on behalf of the ICAC Unit. The Task Force Agent and the Agency shall promptly return to the OAG any equipment or property owned by the OAG or furnished pursuant to this Agreement; any passes, cards, or identification for parking or building access; and all data, reports, estimates, summaries, or other information or materials as may have been accumulated by the Task Force Agent or the Agency in performance of the Agreement, whether completed or in process.

17. Investigations and Prosecutions: It is anticipated that the ICAC Unit will be referred cases for investigation and prosecution and that it will receive requests for assistance with local investigations and prosecutions. In order to facilitate the most efficient use of investigative and prosecutorial resources, the OAG and the Agency agree as follows:

A. The ICAC Commander, or his/her designee(s), will prioritize cases for investigation and assistance.

B. The Lead DAG in the Special Prosecutions Unit will assign ICAC Unit cases for prosecution. The OAG will prosecute all cases investigated by the ICAC Unit, unless a

DAG determines on a case-by-case basis that a case investigated by the ICAC Unit will be referred to another office for prosecution.

18. Use of Force:

A. The Task Force Agent will follow the Agency's policies concerning firearms and use of deadly force.

B. The Task Force Agent will follow the Agency's policies concerning less-than-lethal devices. The Agency will ensure that while the Task Force Agent is participating in ICAC Unit operations, the Task Force Agent will carry only those less-than-lethal devices that the Agency has issued to the Task Force Agent and for which the Task Force Agent has been trained in accordance with the Agency's policies.

19. Work Product, Information Sharing, and Records:

A. All documents, including, but not limited to, policies, procedures, standards and other documents prepared by or with the assistance of the Task Force Agent for the ICAC Unit are owned by and for the exclusive use of the OAG and shall not be disclosed to any person without the prior written approval of the Chief of the Criminal Law Division.

B. Investigation reports prepared by the Task Force Agent shall be prepared and maintained in compliance with the OAG's existing policy and procedure, subject to additional numeric or other identification for the use and reference of the ICAC Unit.

C. No information possessed by the ICAC Unit regarding potential, ongoing, or closed investigations, including information involving potential or actual crime victims, shall be disseminated by the Task Force Agent without the prior written approval of the Chief of the Criminal Law Division and in accordance with applicable state and federal laws and the internal regulations, policies, and procedures of the ICAC Unit. Any unauthorized release of information shall be immediately reported to the ICAC Commander or the Chief of the Criminal Law Division.

D. Public records requests directed to the ICAC Unit shall be processed by the OAG. Public records requests directed to the Agency shall be processed by the Agency.

E. At the direction of the ICAC Commander, the Task Force Agent shall prepare periodic summaries or reports of his/her work with the ICAC Unit and submit them to the ICAC Commander for the OAG's records and for dissemination to agencies participating in the ICAC Unit.

20. Media: The Agency and the OAG agree that all media contact, including the issuing of press releases, regarding the ICAC Unit or its activities shall only occur with prior

written approval from the Chief of the Criminal Law Division. Press releases shall be pre-approved by the ICAC Commander and the Chief of the Criminal Law Division.

21. No Authority to Bind the OAG: The Task Force Agent will have no authority to enter into contracts or agreements on behalf of the OAG. This Agreement does not create a partnership between the OAG and the Agency or Task Force Agent and nothing herein shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the OAG and the Task Force Agent in any respect.

22. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of the OAG or the Agency, or limiting the OAG or the Agency in the performance of functions granted to them by law, or as requiring the OAG or the Agency to expend any sum in excess of its respective appropriation. All provisions of this Agreement are subject to the laws, ordinances, rules, and regulations applicable to the OAG and the Agency respectively.

23. Fiscal Necessity and Non-Appropriation: The OAG is a governmental entity, and the OAG and the Agency agree and understand that the OAG's payments herein provided for shall be paid from Idaho state legislative appropriations and that the legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the OAG or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature as may exist from time to time.

24. Liability: The OAG and the Agency shall be responsible and liable only for the acts and omissions of their own officers, agents, and employees in connection with the performance of their duties under this Agreement. All acts and omissions of the Task Force Agent in connection with his/her performance of duties under this Agreement shall be the responsibility of the Task Force Agent and the Agency. In the event of a liability claim, the OAG and the Agency shall each defend their own interests. Neither the OAG nor the Agency indemnifies one another. Nothing in this Agreement shall be construed to confer on any other person or party any rights, remedies, obligations, or liabilities under this Agreement.

25. Confidentiality: The OAG and the Agency agree and understand that any confidential information pertaining to investigations of Internet-facilitated crimes against children shall be held in strictest confidence and will only be shared within the ICAC Unit or with other law enforcement agencies where necessary and as otherwise permitted by state and federal law.

26. Legal Compliance: In performance of this Agreement, the OAG and the Agency agree to comply with all applicable requirements of state and federal statutes, rules, and regulations.

27. Non-Assignment: Neither party to this Agreement may assign or delegate its rights or duties herein to any third party.

28. Modification or Amendment of Agreement: The OAG and the Agency understand that matters not presently contemplated in this Agreement will necessarily be involved in the future administration of this Agreement. This Agreement may be modified in writing by the agreement of the OAG and the Agency at any time. Appendices hereto may be modified in writing by agreement of the parties at any time to provide for changes in personnel, reimbursement rates, and provided equipment while the Agreement remains in effect. No change or modification to this Agreement shall be valid unless it is in writing and signed by both the OAG and the Agency.

29. Notices: Any notice given in connection with this Agreement shall be in writing and shall be delivered, either by hand to the other party, or by certified mail, postage prepaid, return receipt requested, to the addressee provided below or his/her successor, or by e-mail to the e-mail address listed below. Notice shall be deemed delivered immediately upon personal service or e-mail, or forty-eight (48) hours after depositing notice in the United States mail. Either party may change its address by giving written notice of the change to the other party.

TO: Jeff Nye
 Chief, Criminal Law Division
 Office of the Attorney General
 700 W. State Street, 4th Floor
 P.O. Box 83720
 Boise, ID 83720-0010
jeff.nye@ag.idaho.gov

TO: Name: Renata McLeod
 Title: Municipal Services Director
 Agency: City of Coeur d'Alene
 Address: 710 E. Mullan Avenue
Coeur d'Alene, ID 83814
 Email: Renata@cdaid.org

30. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. Effective Date: This Agreement, including Appendices A through D, supersedes all previous Agreements and shall be in full force and effect from the date of the last signature affixed below.

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

Dated

Name: _____

Title: _____

Agency: _____

APPENDIX A
INTERAGENCY Agreement
ICAC UNIT TASK FORCE AGENT

AGENCY: _____

Pursuant to the foregoing Interagency Agreement, the Agency hereby assigns to the OAG's ICAC Unit and the OAG hereby designates as an ICAC Task Force Agent, the following employee of the Agency, who shall serve starting at the time and location indicated. The OAG shall reimburse the Agency at the rate indicated for actual hours worked as a Task Force Agent related to ICAC Unit activities.

I. Employee

Agency Employee Name/Title: _____

Agency Supervisor/Title: _____

Effective date of designation as Task Force Agent: _____

Location assigned: _____

Hours per week: 40 hours per week + pre-approved overtime

Rate	FICA	FICA MED	Unemployment	Workers Comp	PERSI	Disability	Medical/Dental/ Vision	Life Insurance

Total Annual Salary & Benefits

Total Loaded Hourly Rate

Total Loaded OT Hourly Rate

II. Method of Reimbursement:

The OAG shall reimburse the Agency, per Section II, paragraphs 8 and 10 of the Agreement. Timesheets and an invoice are to be sent to the OAG monthly by the Agency, and the OAG shall reimburse the Agency for properly submitted invoices within 30 days of receipt. Appendix A will be updated as needed to reflect changes in reimbursement rate or personnel. Any changes to either shall be submitted, unsigned, to the OAG at least 30 days in advance and include all applicable financial information. Change of personnel

shall further include dates of resignation and appointment, with no overlap, to facilitate a seamless transition.

III. Overtime Rate:

The overtime reimbursement rate is to be calculated using actual Agency costs and shall only include fixed expenses that increase with the amount of hours worked (e.g., medical insurance).

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

Dated

Name: _____

Title: _____

Agency: _____

APPENDIX B
INTERAGENCY Agreement
EQUIPMENT

AGENCY: _____

I. EQUIPMENT TO BE FURNISHED BY THE OAG:

Hardware and software used for ICAC investigations housed at the OAG and issued to Task Force Agent (e.g., lap-top computer, desktop computer, copier, printer, computer software, etc.)

Unless otherwise agreed to in writing, equipment furnished by the OAG will remain the OAG's property and shall be returned to the OAG at the conclusion of the Task Force Agent's work for the ICAC Unit.

II. EQUIPMENT TO BE FURNISHED BY THE AGENCY:

Police issue equipment (e.g., uniforms, firearms, ballistic vests, vehicles, etc.)

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

APPENDIX C
INTERAGENCY AGREEMENT
COSTS

AGENCY: _____

I. COSTS TO BE REIMBURSED TO THE AGENCY:
(Detail any costs to be reimbursed or indicate “Not Applicable”)

Method of Reimbursement:

II. COSTS TO BE PAID DIRECTLY BY THE OAG:
(Indicate any costs to be paid or indicate “Not Applicable”)

Costs as outlined in Appendix A.

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

Dated

Name: _____

Title: _____

Agency: _____

APPENDIX D
INTERAGENCY AGREEMENT
MENTAL HEALTH

Purpose:

To bring suspects to prosecution, Internet Crimes Against Children (ICAC) investigations routinely require Task Force Agents to view and describe images and videos of children being sexually abused, raped, tortured, and violated by adults. The repeated viewing and description of these traumatic events can inflict a significant mental toll on ICAC Task Force Agents and has the potential to lead to long-term mental health problems for the Task Force Agents. In an effort to proactively protect the mental health, wellness, and resiliency of ICAC Task Force Agents within the ICAC Unit, the Office of the Attorney General (OAG) requires Task Force Agents to participate in comprehensive and integrated quarterly resiliency visits, both individually and as a unit.

Procedure:

1. Mental health evaluations will be performed by a qualified specialized clinical psychologist selected by the OAG.
2. The required quarterly resiliency visits will consist of the following:
 - a. Group debriefing – up to 4 hours
 - i. Options to process emotional experiences related to job duties (i.e., viewing graphic material related to child victimization, offender/victim interviews, operational execution, etc.)
 - ii. Psychoeducation on secondary trauma, vicarious trauma, compassion fatigue, and suicide
 1. Early warning signs
 2. Assessment tools
 3. Interventions
 - iii. Current evidence-based practices to decrease trauma symptoms including, but not limited to:
 1. Intrusive thoughts or images
 2. Sleep difficulty
 3. Memory impairment
 4. Difficulty with sustained attention and concentration
 5. Increased aggression and/or anger
 6. Poor emotion regulation
 7. Increased substance use
 8. Relational challenges (i.e., marital conflict, divorce, parenting difficulty, etc.)

- b. Individualized debriefing to address the same issues addressed in the group debriefing in a more confidential and personalized manner – up to 1 hour per Task Force Agent
3. If a Task Force Agent requests to be removed from the ICAC Unit as a result of counseling at a resiliency visit, the Task Force Agent may not work within the ICAC Unit and the Agency will make reasonable efforts to place the Task Force Agent in a comparable position within the Agency. The Agency will then explore a suitable replacement for the Task Force Agent.
4. The resiliency visits will take place in a location designated by the OAG.

Costs:

Costs for the resiliency visits, travel, and accommodations will be paid by the OAG.

IN WITNESS THEREOF, the respective parties hereby give their consent and do execute Appendix D.

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____

Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

Signature: _____

Task Force Agent

_____ Dated

Name: _____

Title: _____

Agency: _____

General Services/Public Works

STAFF REPORT

DATE: March 25, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-24-01, Vacation of a portion of Hattie Avenue right-of-way adjoining the northerly boundary of Lot 2, Block 1, Shae Estates.**

DECISION POINT

The applicant, Cassandra Lindquist, CL Properties, is requesting the vacation of a portion of Hattie Avenue right-of-way that adjoins the northerly boundary of the property on the south side of Hattie Avenue (114 E. Hattie Avenue).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Novaks Addition plat in 1964 and then replated to the Shae Estates plat in 2023.

FINANCIAL ANALYSIS

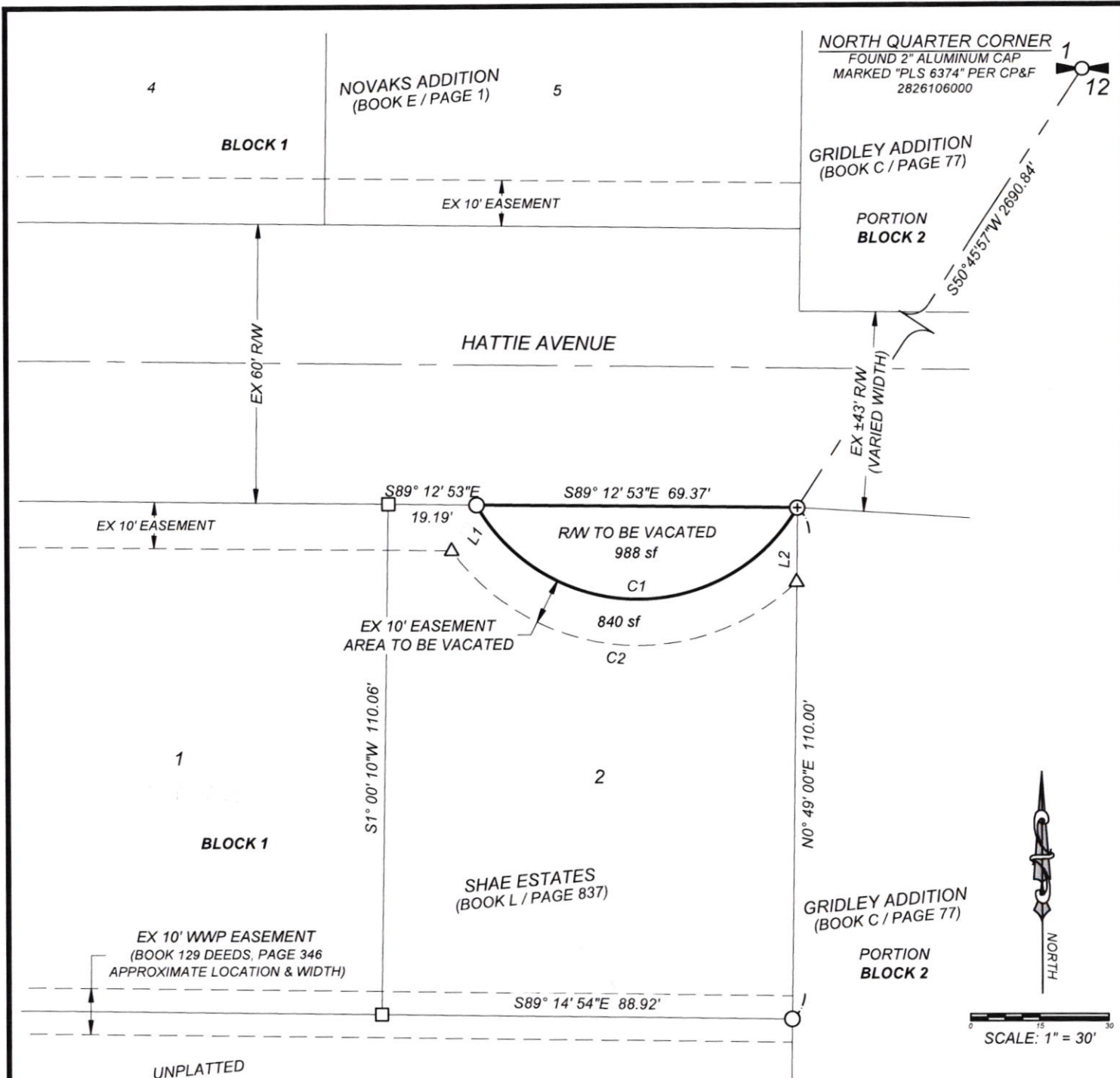
The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 988 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a portion of public right-of-way on Hattie that was used for a turnaround that no longer exists. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on April 16, 2024.



NORTH QUARTER CORNER
 FOUND 2" ALUMINUM CAP
 MARKED "PLS 6374" PER CP&F
 2826106000

GRIDLEY ADDITION
 (BOOK C / PAGE 77)

PORTION
BLOCK 2

HATTIE AVENUE

S89° 12' 53"E 69.37'
 19.19'
 L1
 RW TO BE VACATED
 988 sf
 C1
 840 sf
 C2
 L2
 EX 10' EASEMENT
 AREA TO BE VACATED

BLOCK 1

SHAEE ESTATES
 (BOOK L / PAGE 837)

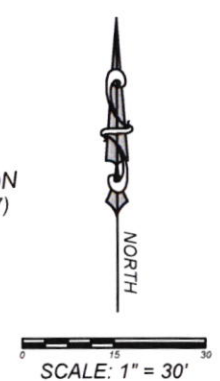
GRIDLEY ADDITION
 (BOOK C / PAGE 77)

PORTION
BLOCK 2

EX 10' WWP EASEMENT
 (BOOK 129 DEEDS, PAGE 346
 APPROXIMATE LOCATION & WIDTH)

S89° 14' 54"E 88.92'

UNPLATTED



LEGEND

- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- ⊕ FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP
- △ CALCULATED POINT, NOTHING FOUND OR SET

Line Table		
Line #	Length	Direction
L1	11.35'	N29°01'59"E
L2	16.10'	S00°49'00"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C1	83.95'	40.0'	120°15'23"	69.37'	S89°12'53"E
C2	84.78'	50.0'	097°09'22"	74.98'	N84°32'56"W

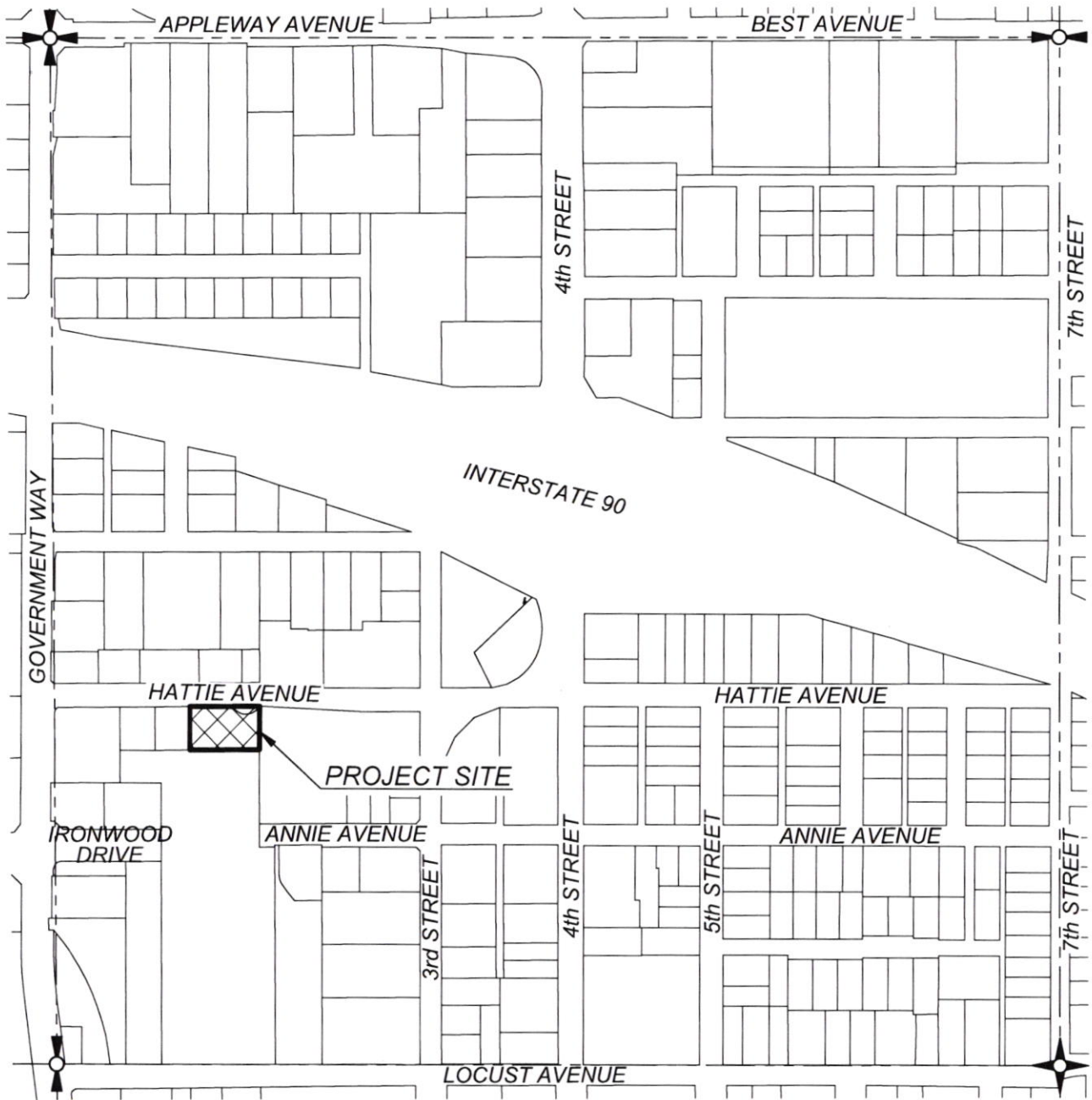


126 E. POPLAR AVENUE
 COEUR D'ALENE, IDAHO 83814
 PHONE: 208.676.0230
 WWW.LAKECITYENGINEERING.COM

Hattie Avenue Right-of-Way Vacation

NW 1/4 of Sec. 12, T 50 N, R 4 W, B. M.,
 City of Coeur d'Alene, K. C., Idaho

DESIGNED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 30'
DATE:	03/06/2024
JOB NO:	LCE 23-024.1
FILE:	23-024.1-VAC XBT.dwg



NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST

VICINITY MAP

SCALE 1" = 400'



**CITY COUNCIL
STAFF REPORT**

DATE: MARCH 25, 2024

FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR

SUBJECT: COMPENSATION PROJECT PROPOSAL FOR FLSA EXEMPT CLASSIFICATIONS

Decision Point: Should Council approve the compensation project proposal with Ameriben, Human Resource Consulting, to review all FLSA exempt classifications?

History: The last classification and compensation study done for the City was completed in 2017. Since then, Human Resources has done many analyses of hourly classifications to ensure market and internal equity. The FLSA exempt salaried positions would benefit from an outside review due to the higher wages, the larger percentage difference between pay grades, an updated review on pay grade leveling, and incorporating the Police Captains into our pay structure. The Police Captain classification is the only exempt classification that is leveled outside the City's structure.

At project completion, Ameriben will provide the City of Coeur d'Alene with the following:

1. Job valuation for internal equity. A report with a summary of the job valuation analysis and recommended grade level placement for each of the FLSA exempt positions. This may include a recommendation for an expansion or contraction of the existing pay grades.
2. Pay structure chart refinement. Recommendations as needed to align revised grade levels with the existing pay structure.
3. Executive summary final report of all completed tasks, methodology, findings, and recommendation.

Once the project is started, the anticipated completion timeline is 60 days.

Financial: On a standard basis, Ameriben charges \$225 per review of a classification and includes any recommendations or changes to job description language and leveling based on external and internal equity. The City has 35 exempt positions which will total \$7,875. An additional \$2,000 will be included in the fee proposal for the overall pay structure review and recommendations. The total proposed cost for the project is \$9,875.

Performance Analysis: This compensation project concept was discussed with Council last year, receiving support at the time. However, this project is not currently included in the fiscal year 2023-2024 budget and, therefore, if approved by Council, the project would be paid using the City's fund balance. By doing this project now, Council would be able to consider the recommendations prior to finalizing the fiscal year 2024-2025 budget.

Decision Point/Recommendation: Council should approve the compensation project proposal with Ameriben, Human Resource Consulting, to review all FLSA exempt classifications.



Compensation Project Proposal

Review of FLSA Exempt positions

03.25.2024

Background

- 1. Last overall City compensation and classification project was completed in 2017.
- 2. FLSA exempt positions are pay grade 21 – 14.
- 3. Approximately 35 FLSA exempt positions.
- 4. Incorporate Police Captains into leveling.



Kinds & Levels Chart

Updated: 1/08/2024

Pay Grade	Administration Legal Municipal Services	PW Water Wastewater Streets & Engineering	Public Safety	Parks & Recreation Library	Community Development Building
21-18 12%	21 City Administrator		Police Chief		
	20 Legal Services Dir./City Attorney		Fire Chief		
	19 Finance Director/Treasurer				
	18 Human Resources Director	Streets & Engineering Director	Deputy Fire Chief	Parks & Recreation Director	Community Planning Director
	18 Municipal Services Dir./City Clerk	Wastewater Director		Library Director	
	18 Chief Deputy City Attorney	Water Director			
17-16 10%	17 Comptroller	City Engineer/Lead Project Mgr			Building Official
	16 IT Database Application Developer				
	16 Deputy City Attorney				
	16 IT Network Systems Administrator				
15-14 9%	15 Assistant City Attorney	Lab & Pretreatment Supervisor	IT Sys. Analyst Coordinator	Parks Superintendent	
		Asst. Wastewater Director		Recreation Superintendent	
		Asst. Water Director			
		Asst. Streets & Eng. Director			
		Engineering Project Manager			
		Capital Program Manager			
		Utilities Project Manager			
	14 Accountant	Chief Wastewater Operator			Sr. Bldg. Inspector/Plans Examiner
	14 Network Specialist	Collection Supervisor		Building Maintenance Superintendent	Senior Planner
		Asst. Project Manager			

3

Project Deliverables

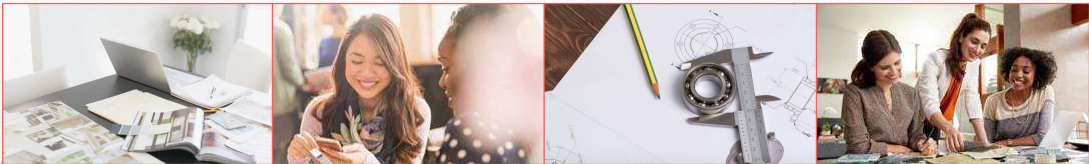
1. Job Valuation for Internal Equity
 - Recommended grade level placement
 - May include expansion or contraction of existing pay grades
2. Pay Structure Chart Refinement
 - Recommendations as needed to align revised grade levels with the existing pay structure
3. Executive Summary Final Report



Anticipated timeline = 60 days

Fee proposal = \$9,875

4



Summary

- Reviewing the exempt positions leveling was discussed with Council last year, receiving support at that time.
- This project cost is currently not included in the current budget. If approved, the project cost will be paid using the City’s fund balance.
- By completing the project now, Council would be able to consider the recommendations as we move through discussions with the fiscal year 2024-2025 budget.



"Changing lives by developing great leaders in family, business, community, and the world."

Compensation Project Proposal

City of Coeur d'Alene
2023-2024

Background

The City of Coeur d'Alene presently has approximately 35 total FLSA exempt classifications. The City has requested a review of the job descriptions for each of these exempt positions and to provide proposed leveling for each.

The City reports that the job descriptions for each of these exempt positions are up to date.

Additionally, the City of Coeur d'Alene is seeking guidance on pay structure best practices and recommendations for addressing grade level differences.

In support of this request, AmeriBen is pleased to present the following to the City of Coeur d'Alene.

Project Scope and Steps

Job Valuation for Internal Equity

A review of *Internal Equity* establishes a hierarchy of jobs across occupational categories and levels of responsibility. In the job valuation process, AmeriBen reviews job descriptions analyzing the whole job, including the primary functions, duties, and responsibilities and the minimum qualifications. **Every job is reviewed and evaluated as though it is vacant: the incumbent's personal skills, education, or experience is not considered.** Jobs are reviewed in compliance with the Equal Pay Act to determine level of effort, skill, responsibility, and working conditions associated with the job. We also consider the level of communication and customer service; supervision given and received; problem-solving and innovation; and decision-making. In the job review process, AmeriBen reviews the class specification or job description and other associated information, as well as other descriptions within the same job series (if they exist) and/or other positions in the associated and surrounding pay levels.

A summary of the job valuation analysis and a recommended grade will be written for each of the 35 exempt positions. The FLSA classification is presumed to be exempt, if in the process of the job evaluation process AmeriBen notices any positions that would be better classified as nonexempt, this information will be communicated to the City's HR Director.

Anticipated project timeline for this phase of the project is approximately 45-60 days. AmeriBen can begin work on this project on March 1, 2024.



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Pay Structure Chart/Refinement

AmeriBen will work with key stakeholders to apply The City of Coeur d’Alene’s **pay philosophy** (how employees should be recognized and rewarded for their contributions, while still having a competitive salary structure to attract and retain staff). Based on the pay philosophy that has been determined, AmeriBen can recommend best practice adjustments to The City of Coeur d’Alene’s pay structures.

Anticipated timeline for this phase of the project is approximately 60 days.

Not included in the Project

- External comparison to other entities.
- Validation of position descriptions through interviews or review of Position Description Questionnaires.
- On-site visit and presentation to City Leaders.
- Detailed review of salary administration guidelines.

Project Deliverables

At project completion, AmeriBen will provide The City of Coeur d’Alene with the following:

1. **Job Valuation for Internal Equity**
 - A report with a summary of the job valuation analysis and recommended grade level placement for each of the 35 exempt positions, this report may include expansion or contraction of the existing pay grades.
2. **Pay Structure Chart Refinement:**
 - Recommendations as needed to align revised grade levels with the existing pay structure.
3. **Executive Summary Final Report** of all completed tasks, methodology, findings, and recommendations.

The draft final report will be presented to the designated leader (HR Director) at the City of Coeur d’Alene for review, prior to completion, for questions and suggestions. The final report will then be presented to the City of Coeur d’Alene.



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Fee Proposal

This fee includes all mutually agreed-upon meetings and deliverables as described above. Any changes may result in a change in the proposed fee and will be by written mutual agreement.

• Job valuation and summary @ \$225 * 35	\$ 7,875
• Pay structure review and recommendations (estimated 12-15 hours)	\$ 2,000
• <i>Report and findings preparation included in the above</i>	-
\$9,875 total	

Pricing is effective through April 2024

Pricing

Any changes in scope will be mutually agreed upon and price will be adjusted accordingly. Any additional cost will be pre-approved by client.

Billing

To be billed 50% when the project begins and the balance at project completion.

Agreement

Brenda Blitman

_____	____/____/____	_____	____/____/____
Authorized Signature, Title	Date	Brenda Blitman, Sr. HR Consultant	Date
THE CITY OF COEUR D'ALENE, INC		AMERIBEN HR CONSULTING	

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 28, 2024

FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL RULE AMENDMENT

Decision Point: Should Council approve amendments for Rule 11 – Attendance and Leaves, Section 12, Retirement Consultation Benefit?

History: In certain situations, consulting with a City of Coeur d'Alene retiree has proven beneficial due to an identifiable need for consulting services for an area of expertise or specialized field.

This benefit has been utilized and approved in the past and the department head has been responsible for tracking the hours and projects the retiree has consulted on. Currently, the benefit pays the retiree/consultant \$1,000 over 24 months for their consulting services. The amendment will modify the payment method to compensate the retiree at \$100 per hour for their submitted hours each month, up until they reach the maximum benefit of \$24,000 or they reach the conclusion of the two agreement, whichever occurs first.

History typically shows that as times goes on, the need for consulting typically decreases, or the need for consulting hours were not as great as initially expected, or the need for consulting hours were far greater in the first year opposed to the second year. Furthermore, the retiree/consultant will be responsible for submitting a monthly statement of hours to their department head for verification each month. By amending this language, it is clear from the beginning the retiree/consultant will only be paid for hours worked, not the current set monthly rate.

These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. The amendments were also sent to the Fire Union, Police Association and Lake City Employee's Association with no concerns noted.

Financial: There are no changes to overall costs associated with the Personnel Rule amendment. This is simply a more accountable funding method.

Performance Analysis: Authorizing the above noted Personnel Rule amendments will provide equity within departments, and an up-to-date policy with clear and consistent information.

Decision Point/Recommendation: Council should approve the amendments for Rule 11 – Attendance and Leaves, Section 12, Retirement Consultation Benefit.