Lewiston City Council
WORK SESSION AGENDA
August 3, 2026 - 3:00 PM
Lewiston Bell Building – Second Floor Conference Room – 215 D Street
Lewiston, Idaho 83501

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for individuals wishing to comment on agenda items or other matters they wish to bring to the Council's attention, excluding those scheduled for a public hearing. As there may not be another opportunity to comment once an agenda item is addressed, individuals are encouraged to speak at this time. Individuals are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, commentary is limited to three (3) minutes.

IV. DISCUSSION ITEMS

Please note that identifying an item as an "Action Item" does not require the City Council to vote on that item.

A. **COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10:** Considering approving the Collective Bargaining Agreement with the Fraternal Order of Police Lewis-Clark Lodge #10 and authorizing the Mayor to sign the agreement - Action Item (Human Resources Director Nikki Province)

B. **RESOLUTION 2026-34:** Considering repealing and replacing the City of Lewiston's Purchasing Policy - Action Item (Finance Director/City Treasurer Aimee Gordon)

C. **POLICE DEPARTMENT'S K-9 UNIT UPDATE:** Receiving an update on the City of Lewiston's Police Department K-9 program, as requested by Councilor John Spickelmire at the July 13, 2026 meeting - Action Item

V. UNFINISHED AND NEW BUSINESS

A. **CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**

C. **MAYOR COMMENTS**

D. AGENDA TOPICS: - Action Item

VI. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE	AGENDA NO. IV. A.
COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10	**AGENDA DATE:** August 3, 2026

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

The city's negotiation team and Fraternal Order of Police Lewis-Clark Lodge #10 have been negotiating for the last several months a new contract that would become effective October 1, 2026 for a three-year term. Negotiations have concluded, and the contract is being presented to the city council for consideration. The negotiation team recommends approving the contract with agreed-upon changes. Both an edited version and clean version of the contract effective October 1, 2026 is provided.

Summary of Significant Changes

- **Wages:** Annual wage adjustments are subject to City Council approval through the annual budget process, with increases of up to 2.5% each year of the agreement.
- **Specialty and Incentive Pay:** Updates to specialty assignment and incentive pay, including revised SWAT, MCIT, POST physical fitness, Breath Test Specialist, instructor, and communications certification pay provisions.
- **Promotional Process:** Promotional testing procedures were modernized to include expanded assessment methods, clarified selection procedures, promotional eligibility standards, and updated promotional pay provisions.
- **Introductory Period:** Revised introductory periods for newly hired and promoted employees, including evaluation requirements and expectations for successful completion.
- **Employment Status:** Clarifies that employees are at-will employees while continuing to provide contractual protections related to discipline and other negotiated terms and conditions of employment.
- **Internal Investigations:** Updated investigation procedures to clarify the City's and Police Department's roles, Human Resources' involvement in certain investigations, and procedures for disciplinary matters.
- **Grievance and Arbitration:** Revised grievance procedures to clarify grievable matters, establish updated timelines, define arbitration authority, and recognize the City's constitutional and budgetary limitations.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Increases to and additions of new specialty pays will impact the budget an estimated $69, 050, and is incorporated into the proposed FY 2027 budget.
ACTION PROPOSED Approve the collective bargaining agreement as provided.

COLLECTIVE BARGAINING AGREEMENT

between the

~~By and Between~~

City of Lewiston

and

Fraternal Order of Police
Lewis-Clark Lodge #10

October 1, ~~2023~~2026 - September 30, ~~2026~~2029

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PREAMBLE

This ~~agreement~~Collective Bargaining Agreement is made and entered into between the CITY OF LEWISTON, an Idaho municipal corporation, herein called the ~~"~~"City~~"~~" and FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10, herein called the ~~"F.O.P."~~ "Union" The City and Union may each be referred to as a "party" or collectively as the "parties."

~~WITNESSETH;~~

~~Whereas~~

WHEREAS, the ~~F.O.P.~~Union has been selected by a majority of the employees of the Lewiston Police Department~~,~~ ("Department"), below the rank of Lieutenant, as their exclusive bargaining agent; and

~~Whereas~~

WHEREAS, the City, although under no legal obligation to recognize the ~~F.O.P.~~Union as the exclusive agent of said employees, nor to bargain collectively within the ~~F.O.P.,~~Union, voluntarily agrees to meet and confer with representatives of the ~~F.O.P.;~~Union; and

~~Whereas~~

WHEREAS, the City and representatives of the ~~F.O.P.~~Union have met and conferred in good faith to resolve and mutually agree upon working conditions and other terms, wages and conditions of employment and, as a result thereof, the City and the ~~F.O.P.~~Union desire to enter into a Collective ~~Labor~~Bargaining Agreement.

~~NOW, THEREFORE, THE PARTIES AGREE:~~

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained in this Agreement, the Parties agree:

ARTICLE 1. PURPOSE AND AUTHORITY

Section 1: Purpose. The purpose of this ~~agreement~~Agreement is to establish the terms and conditions of employment for Department employees represented by the Union, and to promote ~~and improve relations~~a constructive and cooperative working relationship between the City, ~~its employees and the F.O.P. in order~~the Union, and the employees it represents. Through collective bargaining, the parties seek to provide ~~the most efficient police~~fair and equitable wages, hours, and working conditions, while fostering mutual respect, open communication, and effective public service to the ~~citizens of the City of Lewiston.~~ community.

It is recognized by the parties that the ~~city~~City is under no legal obligation to bargain with the ~~F.O.P.~~Union or to enter into this ~~agreement~~Agreement, but that it does so voluntarily for the purposes stated above.

Section 2: Authority to Sign. The persons signing this ~~agreement~~Agreement certify that they have been authorized by their respective governing body or general membership to execute this ~~agreement~~Agreement on behalf of such entity.

ARTICLE 2. ~~F.O.P.~~UNION RECOGNITION

The City recognizes the ~~F.O.P.~~Union as the exclusive bargaining agent for the following classifications of employees within the ~~Police~~ Department during the term of this ~~agreement~~Agreement: Sergeant, Corporal, Police Officer, Evidence Custodian, Animal Control Officer, Communications Watch Supervisor, Communications Specialist, Police Computer Systems Specialist, ~~, and Records Specialist.~~Records Supervisor, and Records Specialist (hereafter collectively referred to as "Employees" throughout the remainder of this Agreement, regardless of whether they are members of the Union or not).

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ARTICLE 3. MANAGEMENT RIGHTS

Section 1: Usual Rights. The City retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. ~~The rights of employees in the bargaining unit and the F.O.P. are limited to those specifically set forth in the agreement, and the city retains all prerogatives, functions and rights not specifically limited by the terms of this agreement, the City Personnel Policy, City Administrative Policy and Police Department Policy and Procedure Manual. The City shall have no obligation to bargain with the F.O.P. with respect to any such subject or the exercise of its discretion and decision making with regard thereto. Any subject covered by the terms of this agreement~~Any subject covered by the terms of this Agreement and any subject which was or might have been raised in the course of collective bargaining are closed to further bargaining for the term ~~herein specifically agreed upon.~~ thereof.

Section 2: Examples. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:

A. To direct and supervise all operations, functions and policies of the ~~Police~~ Department in which the ~~employees in the bargaining unit~~Employees are employed~~, and~~ ; additionally, to direct and implement operations, functions, and policies in the remainder of the City as they may affect ~~employees in the bargaining unit.~~ the Employees.

B. To terminate, combine, or reorganize ~~by~~any department or ~~function~~functions of the City for budgetary or any other reason.

C. To determine the need for a reduction in force, in accordance to Article 14, or an increase in the work force, and to implement any decision with regard thereto.

D. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, appearance, and the methods ~~and~~of procedures, except as specifically provided herein.

E. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

F. To contract or subcontract work as determined by the City, however, the City shall not use contractors or subcontractors to reduce the regular work hours of full-time ~~employees.~~ Employees.

G. To assign shifts, workdays, hours of work, and work locations, except as specifically provided herein.

H. To designate and to assign all work duties.

I. To introduce new duties and to revise job classifications and duties within the ~~unit.~~ Department.

J. To determine the need for and the qualifications of new ~~employees~~Employees, transfers, and promotions.

K. To discipline, suspend, demote, or discharge any ~~employee~~Employee in accordance with the ~~prevailing personnel policy of the City~~City's Personnel Policy or as otherwise specified herein.

L. To determine the need for additional education courses, training programs, on-the-job training, and cross training, and to assign new ~~employees~~Employees to such duties for periods to be determined by the City, except as specified herein.

Section 3: Limitation. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure or bargaining during the term of this Agreement.

ARTICLE 4. STRIKES AND LOCKOUTS

Section 1. Strikes. ~~F.O.P. members~~It is understood **and agreed that the services performed by the Department are** essential **to the public health, safety, and welfare.** The Union agrees that it shall not authorize

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~~no~~ strikes of ~~City employees.~~Employees.

Section 2. Lockouts. There shall be no lockout of ~~employees~~Employees within the bargaining unit by the City.

Section 3. Picket Lines During City Business. Employees within the bargaining unit, while acting in the scope of their employment, shall not honor any picket line established by any ~~F.O.P. or any~~ other ~~Labor Organization~~labor organization when called upon to cross such picket line on City business in any situation.

Section 4. Work Stoppages. The Union shall not cause or condone any work stoppage, refusal to perform customarily assigned duties, or sick leave absences which are not bona fide during the term of this Agreement, and if such occur, the Union agrees to take appropriate action to discourage such interference.

Section 5. City Recognition of Strike or Work Stoppage. Nothing herein shall be deemed as recognition by the City of any right to strike or to engage in work stoppage or slowdown at any time.

Section 6. Violations. Violation of this Article shall subject the Employee to disciplinary action or discharge as determined by the City. The remedy for a violation by the Union shall be subject to the grievance procedure, in addition to any other legal or equitable remedies available to the City.

ARTICLE 5. CITY'S PERSONNEL POLICY

The City's Personnel Policy ~~of the City~~, as it now exists or may hereafter be amended by the City Council, shall govern except where in conflict with specific terms of this Agreement. ~~The F.O.P.~~In such instances, the provisions of this Agreement shall control over the conflicting provision in the City's Personnel Policy. The Union will be advised of proposed changes in the City's Personnel Policy prior to their adoption by the City Council. The Union will be permitted to provide public comment as to any such proposed changes to the City Council, prior to its adoption by the City Council.

ARTICLE 6. ~~F.O.P.~~UNION SECURITY

Section 1: The City agrees not to discriminate against any person or ~~employee~~Employee for their activity on behalf of or membership in the ~~F.O.P~~Union. The City recognizes the ~~F.O.P.~~Union as the exclusive bargaining ~~representative~~agent on matters concerning wages, hours, and working conditions for ~~employees~~Employees in the bargaining unit.

Section 2: ~~For any employee who elects to pay~~ **Payroll Deduction.** An Employee may authorize a payroll deduction of Union dues and~~/or~~ initiation fees by ~~deduction from his/her check, the City agrees to honor the F.O.P.~~ completing the Union Enrollment & Revocation Form ~~in whatever amount designated by the F.O.P., upon receiving the form~~. The Employee shall submit the completed form to the City, and the City will begin making deductions in the amount authorized. The Employee must give the City at least 30 days' written notice of any change in the amount of dues. For withholding purposes, the dues structure will be changed no more than once during the City's fiscal year (October 1 to September 30). Deductions will be made each pay period from the Employee's earnings. If an Employee's earnings in a pay period are not enough to cover the full authorized deduction, the unpaid amount may be deducted from the ~~Union. The amount of the Union dues shall be set forth in writing to the City and signed by an official of the Union. The Union shall be~~Employee's later earnings.

The Employee is responsible for obtaining ~~all written dues and initiation fee deduction forms~~ and submitting ~~such forms to the Employer prior to any Employer obligation to begin dues and initiation fee deductions.~~

~~Revocation: To revoke~~ all authorization ~~for payroll~~ and revocation forms to the City. The City will remit all amounts collected to the Union in a lump sum, together with an itemized statement of the deductions~~, the employee must complete the F.O.P.~~. An Employee may revoke a payroll deduction authorization by completing the Union Enrollment & Revocation Form~~. The form must be submitted by the employee~~ and submitting it to the City and Union in accordance with the terms ~~and conditions~~ of the ~~authorization~~Form. After the City receives the ~~original written employee confirmation from the Union that the employee has revoked authorization for~~

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~~deductions, the City shall end~~completed form, the City will stop the deduction no later than the second payroll period after receipt of the ~~confirmation.~~

~~Section 3: Payroll Deduction. The City shall deduct dues and initiation fees pursuant to the employee's authorization~~ form~~ from the employee's earnings on a per pay period basis; provided, however, that should any employee have earnings less than the amount authorized by the dues or initiation fee authorization form, the appropriate deduction shall be made from the employee's subsequent earnings.~~ .

~~The City shall submit the amount so collected to the F.O.P. in a lump sum, together with an itemized statement of the amount of the collection. The F.O.P. will advise the City of any change in F.O.P. dues thirty (30) days before the effective date of the change.~~

Section ~~4~~3: Hold Harmless. The ~~F.O.P.~~Union shall indemnify, defend and ~~save~~hold the ~~employer~~City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the ~~employer~~City in fulfilling the obligations imposed on the ~~employee~~Employee under this Article.

Section ~~5:~~4: Union Membership as a Condition of Employment. The ~~parties~~Parties agree that it is not a condition of employment to be a member of the ~~UNION~~Union based upon the SCOTUS ruling Janus v. AFSCME in 2018. However, in order to preserve solidarity, ~~employee~~Employee benefits, and job security, the ~~UNION~~Union encourages all eligible ~~employees~~Employees to become a ~~UNION~~Union member and remain a ~~UNION~~Union member in good standing. Employees desiring to become, or remain, a member of the Union shall advise the City with an "opt-in" letter provided by the Union that authorizes the withholding of regular Union dues. Conversely, those who choose to "opt-out" of Union membership shall advise the City in the same manner.

Section ~~6~~5: Right to Work. Idaho has ~~adopted~~ declared the "right to work" as the public policy of the State, as ~~found~~set forth in Idaho Code~~, Section~~ § 44-2001 *et seq*. The ~~parties hereto~~ Parties acknowledge this policy and agree to comply with the applicable provisions of ~~right to work. Should~~those statutes. If, during the term of this ~~agreement,~~Agreement, the right-~~-~~to-~~-~~work laws are repealed or otherwise no longer ~~be~~in effect, the ~~law, the parties~~Parties agree that ~~there shall be an automatic reversion to the preceding language.~~the provisions of this Agreement shall be interpreted and applied in a manner consistent with the law then in effect.

ARTICLE 7. CLOTHING ALLOWANCE

Section 1: Non-Uniform Duty Allowance. Sworn officers, Computer System ~~Specialist~~Specialists, Records ~~Specialist~~Specialists, and the Evidence ~~Custodian~~Custodians, when not required to wear a uniform, shall be paid a ~~fifty dollar ($50) per month~~ clothing allowance of $50 per month for each month assigned to non-uniform duty. The clothing allowance shall be paid annually in the second paycheck in October. ~~The~~This clothing allowance is paid in advance for the next ~~(~~12~~)~~ months.

Section 2: ~~Shoe or Boot~~Equipment Allowance~~-~~. Uniformed personnel, Investigation section employees, and Evidence ~~Custodian, Animal Control Officer, Computer Systems Specialist, and Records Specialist~~Custodians shall receive ~~an annual shoe~~$250 per fiscal year for the purchase of equipment necessary for patrol duties. This allowance ~~of one hundred~~can be used at the direction of the officer for purchasing and~~ fifty dollars ($150.00). The shoe allowance shall be paid in the second paycheck in October. The shoe allowance is paid in advance for the next twelve (12) months.~~/or maintenance of equipment, i.e., boots, gloves, shirts, socks, etc.

Section 3: ~~Glove Allowance-Sworn personnel, Animal Control Officer Evidence Custodian and Investigation Section employees shall receive an annual glove allowance of fifty dollars ($50.00). The glove allowance shall be paid in the second paycheck in October. The glove allowance is paid in advance for the next (12) months.~~

~~Section 4:~~**Replacement of Damaged Items.** Sworn personnel having any item of clothing damaged, seized for evidence, or stolen while on-~~-~~duty ~~will~~may have the item cleaned, repaired, or replaced at ~~City~~the City's expense ~~on~~upon approval of the Chief of Police or his/her designee ~~as~~within a reasonable ~~and necessary.~~timeframe. Employees who have had uniforms or clothing items contaminated by bodily fluids during the ~~course~~performance of ~~duty~~their official duties may have the uniform or clothing cleaned at ~~City~~the City's expense upon ~~confirmation and advance~~ approval ~~by the~~of their supervisor. Personal property items damaged while on-~~-~~duty will be repaired or

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replaced at ~~City~~the City's expense ~~on~~upon approval of the Chief of Police ~~as~~ or his/her designee within a reasonable ~~and necessary~~timeframe, but the City will ~~not exceed~~only reimburse up to the following maximum amounts for the items listed:

Watch	*$250.00*
Firearm	*$1,000.00*
Baton	*$100.00*
Flashlight	*$158.00*
Handcuffs	*$60.00*
Binoculars	*$200.00*
Glasses	*$250.00*
Contact Lenses	*$232.00*
Jewelry	*$250.00*

ARTICLE 8. ~~–~~WORK PERIOD, OVERTIME, COMPENSATORY TIME ~~OFF~~ AND OUT OF TOWN TRAINING

Section 1: Work Period. The work period for all ~~employees~~Employees shall be ~~forty (~~40~~)~~ hours per week to be worked within ~~seven (~~7~~)~~ consecutive days beginning at 12:01 a.m. on Saturday and ending at midnight the following Friday~~.~~ (hereafter a "week").

Section 2: Overtime.

A. Overtime~~-~~ will be paid for hours worked in excess of ~~forty (~~40~~)~~ hours in a work period. Absences compensated by sick leave, holiday pay, vacation pay, and compensatory time shall be counted as hours worked. In lieu of payment for overtime, an employee may elect to receive compensatory time pursuant to Section 3.

B. ~~B.~~ Overtime will be paid at one and one-half ~~(1-1/2)~~ times the ~~employees'~~Employees' regular hourly rate.

C. ~~C.~~ For ~~computation~~the purposes of calculating overtime, ~~the following~~time worked in each hour will ~~apply:~~ be rounded as follows:

1. ~~1. For~~If the time worked is less than ~~one-quarter (1/4) hour, time shall~~15 minutes, it will be ~~computed at one-quarter (1/4) hour~~rounded to 15 minutes.

~~2. For one-quarter (1/4) hour or more, time shall be computed for the next one-half (1/2) hour.~~

2. ~~D.~~ If the time worked is more than 15 minutes but less than 30 minutes, it will be rounded to 30 minutes.

D. If an ~~employee~~Employee is called back to work after completing his/her regularly scheduled work shift, excluding hold over contiguous with the end of ~~a~~their regularly scheduled shift, or an ~~employee~~Employee is called in one hour or more prior to his/her regularly scheduled shift, the ~~employee~~Employee will receive a minimum of two ~~hours~~hours' pay or the actual hours worked at ~~one and one-half (~~1~~½)~~½ times his/her regular rate of pay. The callback or called~~-~~-in time will start when the ~~employee~~Employee arrives at the ~~department~~Department or the scene, and an additional half hour will be added for travel and preparation time. If the call~~-~~-in or call back time is less than ~~one (~~1~~)~~ hour, the ~~employee~~Employee will be paid the actual time worked at ~~one and one-half (~~1 ~~½)~~½ times his/her regular rate of pay, and will not include the half hour travel time. In lieu of payment for overtime, an ~~employee~~Employee may elect to receive compensatory time pursuant to Section 3~~.~~ below.

~~E.~~ **Section 3: Compensatory Time.** An Employee may elect to receive compensatory time earned and accrued at 1 ½ times each hour of overtime worked. Employees should maintain a compensatory time balance not to exceed 240 hours. In the event an Employee's balance exceeds 240 hours, the Employee shall make reasonable efforts to reduce the balance below 240 hours. Once an Employee's compensatory time balance reaches 240 hours,

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any additional overtime worked shall be compensated at the applicable overtime rate until such time as the Employee's compensatory time balance falls below 240 hours.

While an Employee's compensatory time balance exceeds 240 hours, the Employee is expected to utilize compensatory time in lieu of other accrued leave, when practicable and with supervisory approval, until the balance is reduced below the maximum threshold.

Employees may redeem up to 120 hours of accrued compensatory time twice per year on the second paycheck of April and October. In the event of an emergency, Employees may redeem compensatory time outside of these specified dates with approval from the Chief of Police and Mayor.

Section 4: Planned Events. In the case of a planned event where the Employee is notified by a personnel order at least 3 of the Employee's working days prior to the planned event, the Employee's shift may be adjusted at a one-to-one hourly rate. In the event that the personnel order is issued less than 3 of the Employee's working days prior to an event, the Employee and the department may mutually agree upon schedule adjustments or overtime/compensatory time at the rate of 1 ½ times the Employee's regular rate of pay for the hours that are different from their regularly scheduled shift.

Section 5: Court Appearances.

A. Court Time. When ~~a member of the F.O.P.~~an Employee is called to appear in court ~~or at a hearing~~ and said appearance does not run in conjunction with his or her regularly scheduled work shift, the ~~employee~~Employee's time will ~~receive a~~ be considered overtime. A minimum of ~~two (~~2~~)~~ hours or the actual ~~hours worked~~time spent at ~~one and one-half (~~court shall be paid at 1 ~~1/2)~~ ½ times ~~their~~the Employee's regular hourly rate of pay. The amount of time compensable under this paragraph shall include the total amount of time actually spent pursuant to the subpoena or call to testify. In lieu of payment for overtime, an ~~employee~~Employee may elect to receive compensatory time pursuant to Section 3~~.~~ above.

~~Section 3. A. Compensatory Time. An employee may elect to receive compensatory time earned and accrued at one and one-half (1-1/2) times each hour of overtime worked. An employee may not accumulate more than two hundred forty (240) hours of compensatory time for all Police Department personnel. Hours accumulated in excess of this maximum shall be paid as overtime. Employees may redeem up to one hundred twenty (120) hours of compensatory time twice per year on the second pay check of April and October. In the event of an emergency, employees may redeem compensatory time outside of the specified dates with approval from the Police Chief and Mayor. Accrued compensatory time may be used by the employee upon the prior approval of the Chief of Police or his designee.~~

~~Section 3. B. In the case of a planned event where the employee is notified by a personnel order at least three (3) of the employee's working days prior to the planned event, the employee's shift may be adjusted at a one to one hourly rate. In the event that the personnel order is issued less than three (3) of the employee's working days prior to an event, the employee and the department may mutually agree upon schedule adjustments or overtime/compensatory time at the rate of one and one half (1 ½) times for hours that are different from their regularly scheduled shift.~~

~~Section 4: Court Cancellation/Short Notice Subpoenas. If not on duty, a member of the F.O.P. shall be entitled to receive a minimum of four (4) hours at one and one-half (1-1/2) times their regular hourly rate of pay provided:~~

B. ~~The employee calls the City Attorney/Nez Perce County Prosecutor's office to verify their~~Court Preparation and Appearance. To assure an Employee's time is allocated appropriately in anticipation of a court appearance, an Employee will call the appropriate court to verify that their court appearance is still scheduled at least one day before their scheduled court appearance.

~~A.~~ Cancellation. If a court appearance is ~~necessary, one work day before the court appearance or hearing; and~~

~~B.~~C. ~~The City Attorney/Nez Perce County Prosecutor's office fails to notify the employee at least twenty-four (~~cancelled less than 24~~)~~ hours before the scheduled court appearance ~~if there is a cancellation. Cancellation notice shall be in writing, orally, email or by voicemail; or~~the Employee will be entitled

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to receive 4 hours of Court Time.

~~C.~~D. ~~The employee is instructed to appear in court or at a hearing~~Late Scheduling of Court Time on an Employee's Day Off. If an Employee receives less than 48 ~~hours prior to~~ hours' notice of the ~~said appearance, and appearance occurs while they are not on duty. If both B and C occur~~need for them to appear for court, the ~~employee is entitled to~~Employee shall receive ~~a minimum four (~~4~~)~~ hours paid at one and ~~one-half (~~1 ~~½)~~½ times their regular hourly rate of pay~~.~~ in order to prepare for their court appearance.

Section ~~5~~6: Out-of-Town Training

~~A.~~ All out of town training will be subject to the provisions of this Agreement~~ with the following exceptions: Compensatory time (~~, except as provided by this section. Employees will receive compensatory time for out-of-town travel time in accordance with Article 8, Section 3~~) will be allowed for out of town travel time, except as indicated below.~~, unless this section states otherwise. The Department may ~~elect~~choose to pay overtime ~~in lieu~~instead of ~~comp~~compensatory time for ~~any~~ out-of-town travel. ~~Travel hours worked shall be determined as follows:~~

~~1.~~ The City will provide round-trip transportation to and from the training ~~school~~location in accordance with the City's travel policy~~.~~ in effect at the time of travel.

ARTICLE 9. HOLIDAY PAY

Section 1: Regular Holidays. The following holidays are recognized as ~~municipal~~City holidays for pay purposes~~. All personnel shall have these holidays off with pay~~: New ~~Year's~~Year's Day, Martin Luther King, Jr./Idaho Human Rights Day, ~~President's~~President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, ~~Veteran's~~Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, one day of the ~~employee's~~Employee's choice (floating holiday), and any other ~~holiday~~day declared a holiday by the Governor of the State of Idaho~~.~~ in response to a specific event or Presidential Declaration, i.e. a day of mourning for a sitting President.

Section 2: ~~Covered personnel~~Employees Required to Work Holidays. Employees who are scheduled to work on a designated holiday or who do not receive an additional day off when a holiday falls on their regularly scheduled day off shall be compensated for ~~eight (~~8~~)~~ hours if they normally work a ~~five~~ 5-day work week, ~~ten (~~10~~)~~ hours if they normally work a ~~four~~ 4-day work week, or a prorated amount if they work a regular part-time schedule of 20 hours or more per week at his~~ or~~/her regular hourly rate for each of the ~~twelve (~~12~~)~~ recognized holidays, this shall be in addition to the ~~employees~~Employee's regular salary at the straight time ~~or overtime~~ rate~~ as applicable.~~. This amount is to be paid with the second paycheck in September. Holiday pay received in September will be for holidays worked during the preceding fiscal year, October 1 through September 30.

All other personnel will receive holiday pay as earned. Employees who work a 40-hour schedule, and do not receive holiday compensation in the traditional lump sum check in September, if required to work authorized overtime on recognized holidays, shall be compensated at the rate of ~~double~~two times the ~~employee's~~Employee's regular hourly rate for ~~their standard workday.~~ the hours worked.

ARTICLE 10. ACCIDENT, LIFE & HEALTH INSURANCE

Section 1: Medical Benefits. The ~~employer~~City agrees to maintain the current level of medical insurance benefits, and to pay ~~one hundred percent (~~100~~%)~~% of ~~covered employees'~~the Employees' medical insurance premiums with the following ~~provisions:~~ conditions:

A. ~~A.~~ Transition to modified plan as recommended by the ~~insurance~~medical benefits advisory committee.

B. ~~B.~~ The ~~employee~~Employee shall be responsible for paying ~~twenty percent (~~20~~%)~~% of the premium for dependent coverage.

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Section 2: Life Insurance. The City agrees to provide ~~a~~Employees a group life insurance policy ~~with a face value~~in the amount of ~~Twenty Thousand Dollars ($~~$20,000~~) and~~ with a double indemnity clause ~~of Forty Thousand Dollars ($~~for accidental death of $40,000~~)~~, for ~~employees only~~each covered Employee.

Section 3: Premium Increases. Both ~~parties~~Parties agree to reopen negotiations in the event of a health care premium increase of 10% or greater, or if the healthcare trust reserve falls below the requirements set by the Idaho Department of Insurance.

Section 4: Accumulation of Sick ~~leave~~ Leave. Employees may ~~be accumulated~~accumulate up to ~~nine hundred sixty (~~960~~)~~ hours~~.~~ of sick leave. Employees who separate in good standing from the City after ~~five (~~5~~)~~ years of service will be eligible for payment of ~~twenty-five percent (~~25~~%)~~% of their earned sick leave to a tax-free medical expense reimbursement account (VEBA). An ~~employee~~Employee who meets the PERSI retirement requirements and retires from the City after ~~(~~5~~)~~ complete years of service is eligible for payment of ~~thirty-five percent (~~35~~%)~~% of his/her sick leave into a VEBA.

Section 5: Hepatitis Vaccine, Testing. Hepatitis vaccine and follow-up testing will be provided at ~~City~~the City's expense for Department ~~employees~~Employees who desire it.

ARTICLE 11. WAGES

~~Section 1: Effective October 1, 2023, all employees will move into the new salary schedule. Police personnel who are promoted from Police Officer to Corporal, Corporal to Sergeant, and Communications Specialist to Communications Watch Supervisor will move to the positions new grade at a step that is closest to but higher than their pre-promotion wage.~~

Section 1: Employee incentives, assignment differentials, certification pay, and other premium pays set forth in this Article are the product of negotiations between the Parties and are intended to apply only during the term of this Agreement. The Parties acknowledge and agree that these amounts are not intended to establish a permanent increase in compensation, a baseline standard, or a status quo for successor collective bargaining agreements. Each premium, differential, incentive, and rate of pay identified in this Article shall be subject to negotiation in its entirety during future collective bargaining and may be increased, decreased, modified, or eliminated by mutual agreement of the Parties.

Section 2: Wage Adjustments. The City, at the discretion of the City Council, may ~~The city shall~~ provide salary adjustments based upon the ~~U.S. Cities CPI-W, rolling average index for the quarter ended in March (January, February, and March) and according to the following~~availability of funds to maintain a solvent City budget in the following amounts:

Effective October 1, 2026, each step of the pay matrix may be increased by a maximum of 2.5%.

Effective October 1, ~~2024~~2027, each step of the pay matrix ~~shall~~may be increased by a ~~minimum of 1% to a~~ maximum of 2.5%.

Effective October 1, ~~2025~~2028, each step of the pay matrix ~~shall~~may be increased by ~~a minimum of 1% to~~ a maximum of 2.5%.

In the event the City Council determines there will be no salary adjustments for any subsequent fiscal year of this contract, the City agrees to provide ample notice to the Union as soon as practicable. The notice will be accompanied by a copy of the budget documents then available.

Section 3: Step Increases. All step movements are contingent on ~~employees~~Employees obtaining a minimum of a ~~"meets standards"~~"competent" evaluation in this section.

~~Section 3.~~ **Section 4: Incentive Pay.** Employees assigned to the following specialty assignments shall receive the following incentive pay amounts:

A. Patrol personnel assigned to motorcycle duty shall receive $0.50 per hour in addition to their base salaries~~.~~ while performing such duty.

~~Section 4.~~

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~~A. A.~~

B. Sworn Officers who are assigned to serve on the ~~"~~"Special Weapons and Tactics~~"~~" (SWAT) team shall receive $~~0.20~~1.00 per hour in addition to their base salaries.

~~B. The employee serving as the Communications Training Coordinator (CTC) will receive $1.50 per hour incentive pay in addition to the negotiated hourly rate. The hourly wage and the incentive pay will be open for future contract negotiations.~~

C. ~~Employees~~ Sworn Officers who are assigned to serve on the "Hostage Negotiations Team" (HNT) shall receive $0.25 per hour in addition to their base salaries.

D. ~~as~~ Field Training Officers, Field Training Sergeant, or Communications Training Officers, ~~will~~shall receive an additional 2.5% of the ~~employee's~~Employee's base wage, incentive pay for hours worked ~~when in good standing, to include hours for vacation, compensatory time, sick time, and holiday pay.~~ .

E. ~~C. Personnel assigned to~~ K-9 ~~duty~~Officers shall be paid ~~eight (~~8~~)~~ hours of overtime per pay period ~~of overtime~~ during their assignment. When assigned to the ~~K9 unit~~K-9 Unit, officers ~~understand and~~ acknowledge and agree that they are not permitted to bid on the same shift. This is ~~for the purpose of avoiding~~to avoid having the ~~dogs~~K-9 Officers working during the same ~~time period.~~ shift. The need for having ~~better~~ coverage ~~available to the department~~across shifts is paramount. Bidding will be completed by officer seniority. ~~K9 officers will~~ K-9 Officers shall be working patrol officers and will not ~~exclusive to K9~~exclusively limit themselves to K-9 activities. ~~K9 officers~~ K-9 Officers will handle calls for service and be available for all ~~K9~~K-9 needs when not primary on any call. Management retains the right to shift and schedule-adjust ~~K9 officers for~~K-9 Officers based upon the needs of the ~~department.~~ Department.

F. ~~D.~~ Sworn Officers who are assigned to serve on the "Major Collision Investigation Team ~~members~~" (MCIT) shall ~~be paid an additional forty dollars ($40.00)~~receive $0.13 per ~~call-out. The call-out incentive shall be earned any time the affected personnel arrive at the scene or command post~~hour in addition to their base salaries. ~~an official capacity as a Major Collision Investigation Team Member.~~

G. ~~E.~~ Voluntary Idaho POST PT test ~~is to~~will be offered twice per year in the months of March and September. Scheduling will be up to the shift Sergeants and Support Services. S.W.A.T. team members ~~in good standing with passing S.W.A.T. PT scores will be automatically~~are not eligible for this bonus. Each passing score as determined by Idaho POST will entitle the ~~employee~~Employee to $0.~~25~~ 50 per hour in addition to his~~-or-~~/her base salary. ~~This test is voluntary and employees who take PT test voluntarily acknowledge not meeting minimum Idaho POST requirements may result in administrative action.~~ Employees that pass the March test will receive the additional pay for the period of April 1 through September 30, ~~employees~~Employees that pass the September test will receive the additional pay for the period of October 1 through March 31. If an ~~employee~~Employee does not pass ~~a~~ the Idaho POST PT exam, then the $0.~~25~~ 50/hour incentive pay will be removed from such ~~employee's~~Employee's base salary for the subsequent period until the ~~employee~~Employee successfully passes a future Idaho POST PT exam. Any new participating ~~employee~~Employee who tests in March and passes will have his~~-or-~~/her pay adjusted as of April 1. Any new participating ~~employee~~Employee who tests in September and passes will have his~~-or-~~/her pay adjusted as of October 1.

H. ~~Section 5: Specialty Assignment Pay: Full~~ Full-time sworn personnel who are assigned as the Department's Breath Test Specialist shall receive $.25 per hour in addition to their base salary.

~~B.~~ Full-time sworn personnel who are assigned to positions other than the Patrol Section will receive assignment compensation in addition to their base wage. The amount of compensation will be ~~five (~~ 6% for Investigation section officers and 5~~%)~~% percent for other officers of ~~the employee's~~their base wage during said assignment and will only be in effect during the ~~employee's~~ officer's actual assignment to these assignments. Specialty Compensation shall not be paid to ~~employees~~ officers

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on ~~worker's~~worker's compensation, or ~~employees~~ officers on extended sick leave in excess of ~~eighty~~ ~~(~~80~~)~~ work hours .

I. ~~.~~

~~C.~~J. Full-time sworn personnel who are assigned by the Chief of Police to serve as an instructor for a subject matter designated by the Idaho Peace Officer Standards and Training (POST) Council as a "High Liability" discipline (including, but not limited to, firearms, Emergency Vehicle Operations Course (EVOC), TASER, Defensive Tactics (ARCON), active shooter response, or less lethal) shall receive an additional $0.50 per hour in addition to their base salary for so long as they remain assigned in such instructor capacity. Assignment as a High Liability instructor is solely at the discretion of the Chief of Police. This incentive shall not be cumulative or stack with additional High Liability or general instructor assignments, and an Employee shall receive only one High Liability instructor incentive regardless of the number of qualifying instructor assignments held. Sworn personnel shall receive only the hourly amount associated with the highest instructor certification attained (High Liability or general).

~~D.~~K. Full-time sworn personnel who are assigned by the Chief of Police to serve as an instructor for a general subject matter (or otherwise not receiving the High Liability endorsement) shall receive an additional $0.25 per hour in addition to their base salary for so long as they remain assigned in such instructor capacity. Assignment as a general instructor is solely at the discretion of the Chief of Police. This incentive shall not be cumulative or stack with additional general liability or High Liability instructor assignments, and the Employee shall receive only one instructor incentive regardless of the number of qualifying instructor assignments held. Sworn personnel shall receive only the hourly amount associated with the highest instructor certification attained (general or High Liability).

L. Communications Employees who obtain Idaho POST Communications certifications shall receive certification pay in addition to their base salary as follows: Intermediate Certification – $0.25 per hour; Advanced/Supervisor Certification – $0.35 per hour; Master~~/Supervisor~~ Certification – $0.45 per hour. Certification pay shall not be cumulative. A Communications Employees shall receive only the hourly amount associated with the highest Idaho POST certification attained.

Section ~~6~~ 5: Education Incentive Pay~~:~~. Employees with one or more Bachelor's degrees related to their field of work ~~per~~in accordance with Idaho POST standards shall be compensated $0.50 per hour in addition to their base salaries. Employees are responsible for providing certified copies of their degrees to the Human Resources Department. The education incentive will be added to the ~~employee's~~Employee's base salary effective the day that complete and adequate documentation is received by the Human Resources Department.

~~Section 7: Breath Test Specialist Pay: Full time sworn personnel who are assigned as the department's Breath Test Specialist shall receive $.20 per hour in addition to their base salary.~~

ARTICLE 12. ~~-~~WORKING IN A HIGHER CLASSIFICATION

Any regular ~~employee~~Employee covered by this Agreement who is required ~~and is appointed by the Chief of Police or his/her designee~~ to accept the responsibilities of and carry out the duties of a position or rank above that which he ~~or~~ /she normally holds, as appointed by the Chief of Police or his/her designee, for a period of ~~forty~~ ~~(~~40~~)~~ or more consecutive work hours, excluding normal days off, shall be paid at the rate for such higher position or rank that is the closest to but more than their regular hourly rate; provided, however, that this provision shall not apply ~~where~~when an ~~employee~~Employee is required to accept such responsibilities while the person who holds such position or rank is on vacation or an approved leave of absence.

ARTICLE 13. ~~-~~VACANCIES AND PROMOTIONS

Section 1: Promotional Testing. When a vacancy occurs in any covered position, excluding ~~evidence custodian, records specialist, police computer systems specialist, , patrol officers~~Evidence Custodian, Records

Specialist, Police Computer Systems Specialist, Patrol Officers and ~~public communications specialist~~Communications Specialist, it shall be filled by promotion from a list of eligible candidates. The promotion process shall be completed within ~~sixty (~~60~~)~~ days of the time upon official severance of the ~~department~~Department member from the ~~Police~~ Department unless management has decided to reorganize or reduce the work force. The City will regularly develop ~~and~~ or update standard qualifications for each position. These qualifications will be posted with the promotional announcement. Once posted, the qualifications shall not be changed to accommodate any specific ~~non~~non-qualifying ~~individual. Promotional testing shall be conducted as follows:~~candidate.

~~1.~~ For each vacancy, a standard ~~test~~testing procedure shall be developed by the Department and used for all applicants for current vacant ~~position~~positions during the current testing period. The Chief of Police may elect to have promotional testing developed and conducted using a professional assessment center model. The assessment center may be developed and administered by the Department, by an external professional testing service, or through a combination of internal and external sources. Promotional testing may include, but is not limited to the following:

1. A standardized test developed by the Department, which includes written, oral, scenario-based components, situational judgment evaluations, presentations, reporting writing or administrative exercises, peer review, and any other professionally recognized promotional testing methods commonly used by law enforcement agencies.

2. The test developed by the Department shall be used for all applicants during the current testing period. All testing results will be retained by the Human Resources Department and will not be graded until all applicants have completed the testing ~~is complete.~~

3. ~~2. Oral~~Written, oral, and scenario-based questions/presentations will be developed~~. The questions and/or presentations~~ by the Department to assess an applicant's suitability for the position. These components will be designed to reflect the skills, knowledge, and abilities reasonably related to the position for which the applicants are testing~~.~~

4. ~~A series of oral questions and/or presentations will be administered by a~~A panel composed of individuals selected by the Chief of Police (either inside or outside of the Department~~). The same oral questions will be asked of each applicant. Each member of the panel will then score the responses on paper and individually. Raw test scores will be collected by Human Resources and will be totaled when all testing is complete~~) will administer the oral and scenario-based components of the test. Applicants will also take a written test, which will not be administered by the panel.

5. All applicants will be tested using the same testing materials. Panel members will then individually score the applicant's responses and performance on paper. Raw test scores will be collected by Human Resources and will be totaled once all testing is complete.

6. Once testing is complete~~ and the scores totaled, the~~ , and the scores totaled, all applicants will be ranked based on their final scores. The Department retains discretion to determine the structure, weighting, and components of the promotional process, provided the process is applied consistently to all candidates participating in the examination.

7. The top three ~~(3)~~ applicants and their ~~resume/~~resumes and qualifications ~~will~~shall be submitted to the Chief of Police for consideration. The Chief of Police shall ~~have the right to~~ select from among any of the top three ~~(3) applicants at his/her discretion.~~ candidates on the promotional eligibility list to fill the vacancy. Nothing in this section shall require the Chief of Police to select the highest ranked candidate. The Chief may select any candidate from the top three based on the needs of the Department, leadership considerations, qualifications, and overall suitability for the position.

8. The remaining applicants will then be placed on a promotional eligibility list, which shall be valid for 6 months from the date the testing is certified by the Department unless the list is exhausted through promotion or the Department dissolves the list due to operational needs. If additional vacancies occur within that timeframe, the Chief of Police shall select from among any of the top three candidates on the promotional eligibility list (e.g., if candidates ranked one and two are promoted, the top three will consist of candidates ranked three, four, and five). Nothing in this Article shall require the Chief of Police to select the highest ranked candidate. This process will continue until all candidates on the eligibility list

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are promoted or the 6-month period expires, whichever comes first.

9. Any candidate who is offered promotion declines the promotion, the candidate shall be moved to the bottom of the current promotional eligibility list. If the candidate declining the promotion is the last remaining candidate or the only candidate on the eligibility list, the eligibility list shall be dissolved, and the Department may initiate a new promotional testing process. A candidate who declines promotion shall remain eligible for future promotional opportunities during the life of the eligibility list unless otherwise disqualified under this Article.

The City retains the authority to modify or update promotional testing components between promotional cycles in order to maintain modern, valid, and professionally recognized law enforcement promotional practices. Such modifications may include changes to the following: written examinations, assessment center exercises, scoring methodologies, evaluation panels, or testing structure.

Section 2: Promotional Eligibility – Internal Investigation Findings. Any Employee who has been the subject of an internal investigation resulting in a sustained finding of misconduct (*level 3 or higher in the discipline matrix*) shall not be eligible to participate in a promotional testing process for a period of 12 months from the date the disciplinary determination is issued. After the 12-month period has elapsed, the Employee may participate in the next available promotional testing process provided they otherwise meet the qualifications for the position.

Section 3: Promotional Eligibility – Disciplinary Suspension. Any Employee who has received a disciplinary suspension within the previous 12 months from the date of the promotional posting shall not be eligible to participate in a promotional testing process until 12 months have elapsed from the effective date of the suspension.

Section 4: Wage Adjustments After Promotion.

1. Upon promotion from Communications Specialist to Communications Watch Supervisor, ~~the employee~~or from Communication Specialist to Records Supervisor, the Employee shall have her/his salary adjusted to a step in the Communications Watch Supervisor/Records Supervisor pay scale ~~which~~that is closest to, but not less than, the ~~employee's~~Employee's current base salary ~~and the employee shall~~. The Employee will also be assigned a new salary date that is the same as the date of promotion.

2. Upon promotion from Officer to Corporal or Corporal to Sergeant, the ~~employee~~Employee shall have his/her/~~his~~ salary adjusted to a step in ~~their~~the new ~~grade on the~~position's pay scale ~~which~~that is closest to, but not less than, the ~~employee's~~Employee's current base salary ~~and the employee shall~~. The Employee will also be assigned a new salary date~~.~~ that is the same as the date of promotion.

~~This Article may be reopened by either party. Should the provisions contained herein not meet the parties' needs, the reopener shall occur sixty (60) days or less prior to October 1st of each year, by written notification to the other party.~~

~~All employees hired into the Police Department who are covered by this contract shall be probationary for a period of twelve (12) months from the date of hire. Probationary employees shall be evaluated quarterly until completing the twelve (12) months probationary period. Employees promoted to a higher rank shall be on probation in the new rank for a period of twelve (12) months. Newly promoted employees shall be evaluated quarterly for the first six (6) months in the higher classification.~~**Section 5: Introductory Periods.** All newly hired Employees shall be placed on an "Introductory Period" for 16 months from their hire date. Employees promoted to a higher rank will also be placed on 12 month Introductory Period from the effective date of promotion. During the Introductory Period, a new hire Employee may be separated from employment for unsatisfactory performance and such separation shall not be subject to the just-cause or progressive discipline provisions applicable after completion of the Introductory Period. An Employee promoted to a higher rank who fails to successfully complete the Introductory Period will be demoted to their prior position. After successful completion of the Introductory Period, performance deficiencies shall be addressed as disciplinary matters in accordance with the Agreement and the City's Personnel Policy. All Employees shall be evaluated quarterly during their Introductory Period.

Section 6: Renegotiation. Either Party may reopen this Article by giving written notice to the other Party no more than 60 days before October 1st of any year, if the provisions of this Article no longer meet the Parties' needs.

ARTICLE 14. ~~PERSONNEL~~ REDUCTION ~~LAYOFF NOTICE~~ IN FORCE

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~~Section 1.~~All Employees ~~having~~who've completed ~~the~~their probationary period~~, but having less than three (3) years' service,~~ shall be entitled to thirty (30) calendar days' written notice prior to being laid off due to a reduction in the work force.

~~Section 2. Employees having more than three (3) years' service shall be entitled to thirty (30) calendar days' notice prior to being laid off due to a reduction in the work force.~~

~~Section 3.~~In the case of a layoff, ~~employees~~Employees will be laid off in the following order: (a) part-time; (b) probationary; and (c) ~~regular~~full-time. Employees with the least seniority in their classification shall be laid ~~of~~off first.

ARTICLE 15. ~~F.O.P.~~UNION ACTIVITY

With the approval of the Chief of Police or his/her designee, ~~F.O.P.~~Union Officers ~~or elected~~and members of the Executive Committee ~~members~~ may conduct ~~F.O.P.~~Union business on City time ~~as~~so long as the ~~F.O.P.~~Union business does not interfere with the ~~operation~~normal operations of the Department. Fundraising and political activities shall not be conducted while on duty.

ARTICLE 16. ON-DUTY INJURY~~-~~/ILLNESS

~~Work related injury benefits are provided in accordance with the Worker's Compensation Law of Idaho. Claims will be reviewed and processed accordingly with the Risk Manager's office and the City's third party worker's compensation administrator. Coverage begins immediately upon employment.~~

~~Employees may receive income benefits for time missed from work for injuries incurred during the performance of work. The basic income benefit is sixty-seven percent (67%) of an employee's average weekly wage, subject to the minimum and maximum provided in Idaho Code, and are determined by the City's third party worker's compensation administrator. Income benefits are not received for~~ **Section 1: City's Workers' Compensation Policy.** Employees shall follow the City's Workers' Compensation Policy, except as modified herein.

Section 2: Use of Leave. Employees may use any type of accrued leave during the first 5 days ~~an employee is~~they are off work due to ~~a work related~~an on-duty injury/illness, unless the on-duty injury~~ unless the injury~~/illness requires overnight hospitalization or the time loss exceeds 14 days. ~~There is no waiting period for eligibility for medical benefits.~~

~~The employee can choose to use their accrued leave or leave without pay during time loss for the remaining approximate 33% not paid by workers compensation income benefits and/or the initial 5 days an employee is off work due to a work-related injury. Employees elected benefit deductions will be collected through payroll for those that use accrued leave. If accrued leave is not elected the employee is responsible for paying to the City the amount of any elected benefit deductions in a timely manner.~~

~~Work-related injuries sustained~~**Section 3: Peace Officer and Detention Officer Temporary Disability Act.** All work-related injuries or illnesses sustained by Employees that meet the criteria identified by the Peace Officer and Detention Officer Temporary Disability Act will be submitted for review ~~by~~to the City's Risk ~~Manager's office.~~Manager. If it is determined that an ~~officer's~~Employee's work-related injury/illness meets the criteria, the ~~employee~~Employee will be provided their full base salary between ~~worker's compensation~~Worker's Compensation and the City, with an expectation that the City will be reimbursed by the Peace Officer and Detention Officer Temporary Disability ~~Act~~Fund for any amount of salary paid to the Employee not covered by ~~worker's compensation.~~ Worker's Compensation. Reimbursement is subject to available funds within the Peace Officer and Detention Officer Temporary Disability Fund. If funds are unavailable, the City's supplemental compensation ~~provided by the City~~ to keep the ~~employee~~Employee whole will not apply~~ and~~. In that case, the injured ~~worker will revert back to~~Employee must use ~~of~~ accrued leave ~~or leave without pay~~ for ~~time loss~~ the salary difference that is not ~~compensated by worker's compensation~~covered by Workers' Compensation income benefits~~.~~ or take leave without pay. If the injury/illness does not meet the criteria above, the ~~employee~~Employee will only receive their ~~worker's compensation~~Worker's Compensation income benefit~~ and the other~~. Any remaining portion of ~~leave~~their salary not ~~paid~~covered by ~~the income~~that benefit ~~is subject to~~must be paid through the Employee's use of ~~the employee's~~ accrued leave or taken as leave without pay.

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ARTICLE 17. ~~BINDING CLAUSE~~

~~This agreement shall be binding upon the successors and assigns of the parties hereto for the term hereof.~~

~~ARTICLE 18. NON-DISCRIMINATION CLAUSE~~

~~The City and the F.O.P. pledge strong support and commitment to Federal and State goals of equal employment without regard to race, religion, gender, age, national origin, sexual orientation, covered handicap or any other unfair preferential treatment. This commitment covers recruiting, selection, promotion, training and education, and the employee's work environment.~~

~~In no instance shall the Employer be held in a position of double indemnity as a result of this Article and/or matters arising out of this Article.~~

~~Should any employee choose under this Article to utilize the grievance procedure for redress and also utilize an outside agency for redress, then any award received shall be mitigated in kind by any additional award received, i.e., there shall be no pyramiding of awards.~~

~~ARTICLE 19. SAVING CLAUSE~~

~~Should any sentence, clause or article of this Agreement be held by a court of competent jurisdiction, including any court of final appellant jurisdiction, to be invalid, such partial invalidity shall not be deemed as rendering the remainder of this Agreement invalid.~~

~~ARTICLE 20.~~ **SHIFT ROTATION**

Section 1: Patrol Personnel.

Patrol personnel shall select shifts and regular days off through a formal bid process. The Department shall provide a bid sheet and conduct the initial bid no fewer than six (6) weeks before the first scheduled patrol shift rotation following the effective date of this Agreement. Patrol shift rotations shall occur every four (4) months. The Department shall conduct each subsequent bid no fewer than six (6) weeks before the start of each four-month rotation. Each shift rotation and bid assignment shall become effective at the beginning of the first pay period following the scheduled four-month rotation date. The four-month rotation period shall be measured from the effective date of each shift rotation. Shift bidding seniority shall be determined as follows:

- For Officers, seniority shall be based on the employee's hire date.
- For Corporals and Sergeants, seniority shall be based on the employee's promotion date to their current rank.

Officers who have successfully completed the Field Training Program may participate in shift bidding based on seniority. Upon successful completion of the Field Training Program, the employees initial watch assignment and regular days off shall be determined by the Chief of Police or the Chief's designee. The employee shall then be eligible to participate in the next available shift rotation bid following such assignment.

~~Shifts and days off rotation for patrol personnel will be bid on a four (4) month bid basis. Watches and days off will be selected through a bid process every 4 months. Watch assignments and granted based on seniority. Thisdays off will be accomplishedawarded by seniority using a watch bid sheet. The bid shall occur two months prior toprocess will take place no less than one month before the date of the actual first shift rotation of the year with, and the resulting shift assignments beingwill be posted no less than one month prior to the rotation. before that rotation begins. New bid cycles will start at the beginning of a pay period, even if that date falls outside the four-month rotation period.~~

~~Seniority for shift bidding will be determined by the following methodas follows: for all officers theOfficers, seniority will be based on hire date will be used,; for all Corporals and Sergeants the , seniority will be based on promotion date will be used.~~

~~Probationary employees will not be permitted to bid, and will . Officers who have theircompleted field training~~

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~~may bid based on seniority. Upon successful completion of the FTO program, the Employee's watch and days off shall be~~ assigned by the Chief of Police or his/her designee. After their probationary period these employees will ~~be permitted to bid on~~ The Employee shall then be eligible to participate in the next available shift rotation cycle. ~~bid after such assignment.~~

Section 2: Specialty Assignments. Officers in specialty assignments will not ~~be permitted to~~participate in the regular bid~~, and will have their~~ process. Their watch assignments and days off will be assigned by the Chief of Police or his/her designee. During times when these Officers are ~~not working their "special" duties and they are~~ assigned to ~~one of the~~ patrol ~~watches~~and are not working their "special" duties, they may bid amongst themselves according to seniority for which watch they prefer to work.

Section 3: Emergency Reassignments. During ~~time~~times of emergency, disasters, watch shortages, or unforeseen circumstances as determined by the Chief of Police, the Chief of Police may reassign officers on the watches. Any reassignment will be done according to seniority on a volunteer basis. The ~~FOP~~Union will be advised of any reassignments due to these circumstances at the time the reassignment occurs. An officer transferred from the watch of his/her choice will be returned to that watch after the need for the ~~officer~~Officer(s) has subsided.

Section ~~2~~4: Communications Personnel. Communications personnel shall rotate shifts at ~~a four (~~4~~)~~ month ~~interval~~intervals. Watches and days off will be selected and granted based on a rotational system. This will be accomplished by using a bid sheet. The bid ~~shall occur two (2) months prior to~~process will take place no less than one month before the ~~date of the~~first shift rotation~~, with~~ of the year, and the resulting ~~shift~~ assignments ~~being~~will be posted no less than one month ~~prior to the~~before that rotation begins. New bid cycles will start at the beginning of a pay period, even if that date falls outside the four-month rotation period.

The rotation will be determined by the following method: When ~~an employee~~a Communications Specialist is off his/her probationary period, his/her name will be put at the bottom of the rotation. At each rotation, each of the names of the Communications ~~Specialists'~~Specialists' bid rotations sheet will move up on the sheet, i.e. the third person to bid on the bid sheet will become the first person to bid on the current sheet. The top two (2) names will rotate to the bottom of the sheet. Communications Watch Supervisors will follow the same method established in ~~this~~these sections, except the names will be moved one (1) position at a time on the Communications Watch ~~Supervisors'~~Supervisors' bid rotation. The second person to bid on the previous bid will become the first (1) person on the bid sheet.

Dispatch probationary Employees will not be permitted to bid, and will have their watch and days off assigned by the Communications Manager/Commander or designee. After their probationary period these Employees will be permitted to bid on the next available rotation cycle.

Section ~~3~~5: Records Personnel. All Records employees' schedules will not be subject to the bid process, and their schedule (days worked and hours) will be determined by the Communication's Manager/Commander leading the unit.

Section 6: Shift Differential. Employees assigned to a qualifying graveyard shift shall receive ~~two percent (~~a shift differential equal to 2~~%)~~.5% of ~~the employee's~~their base wage~~ when~~. Employees assigned to ~~Watch III. Employees~~ a qualifying swing shift shall receive ~~an additional one percent (~~a shift differential equal to 1~~%)~~.5% of ~~the employee's~~their base wage~~ when assigned to Watch II. ~~. At the beginning of each shift rotation, the Chief of Police shall designate the shifts that qualify for the shift differential.

ARTICLE ~~21.~~ 18. INVESTIGATIONS~~ENTIRE AGREEMENT~~

~~During the course of negotiations, each party has had the unlimited right to raise and discuss issues of concern to the parties. The results of those discussions are contained herein. Therefore, neither the F.O.P. nor the City shall have the right to oblige the other to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this agreement unless mutually agreed otherwise~~

~~**ARTICLE 22. DISCIPLINARY ACTION**~~

Section 1. ~~***Notice of Investigatory Interviews.*** Whenever an employee covered by the collective bargaining agreement is a party to an internal investigation as a subject or witness and is so notified, such notice shall be e-mailed to the FOP. Notification to the FOP and employee shall be completed the same business day.~~

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~~A.~~ ~~The support services sergeant is responsible for~~ Personnel and internal affairs investigations~~. The chief of police may assign other supervisory personnel (rank of sergeant or higher) to assist in the investigation(s) as needed; due to the complexity, timeliness, extensive work, or other unforeseen factors involved in the investigation(s). Due to known conflicts of interest or extenuating circumstances on a case by case basis, the chief of police may request another law enforcement agency conduct the~~ shall be conducted pursuant to the City's Personnel Policy or the Department's policy, depending on whether the City or Department initiated the investigation. However, in the case of alleged misconduct involving harassment, discrimination, or retaliation, the Human Resources Director and the City Attorney may participate in any disciplinary proceeding arising from a personnel or internal affairs investigation~~(s). Under this situation the FOP will be made aware of the circumstances, unless releasing~~ following completion of that ~~information compromises the investigation(s), and advised which agency will conduct the investigation.~~investigation.

~~B. The FOP will receive a copy of all notices and summaries of any internal investigation of an employee at the time the notice and summary is sent to the employee via e-mail or inter-department mail.~~

~~C.~~ **Section 2.** All Employees ~~called for a subject or witness interview in an investigation will have the right to representation and/or legal counsel during any interview.~~

~~D. The parties agree that on any investigation conducted, a summary of facts will be provided to the subject employee who is to be interviewed prior to the interview with sufficient time for the employee to review the summary before making a statement or being asked questions. For purposes of this section, "summary" means a description of the allegation, with the locations, time, and date. If the location, time, or date are unknown, the notice will so state. If there are multiple allegations, then the summary of facts must address all of the allegations and include a description of the misconduct or performance problem.~~

~~E. When alleged employee misconduct is discovered during the course of an internal investigation unrelated to the original matter under investigation, a second complaint number will be obtained and a separate investigation initiated into the unrelated misconduct. This provision will not apply if it is determined an employee was untruthful during the investigation. In such instances, the finding will be "misconduct not based on complaint".~~

~~F. When~~ of the Department ~~receives a complaint against an employee, that employee will be notified as to the existence of the complaint through the employee's chain of command as expeditiously as practicable. Such notice shall be made via e-mail or inter-department mail. In situations where covert actions may be necessary to properly engage an investigation, no notice will be given to the employee until those actions are completed. Additionally, the parties agree that notice will only be necessary when it is determined an investigation will be undertaken. This alleviates the need for any notice while a supervisor or IA is conducting a preliminary review to determine if an investigation should go forward.~~

~~G. Untruthfulness during an internal investigation is defined as the willful making of a knowingly false statement of material fact. This finding shall be reviewed and approved by the Chief of Police prior to a disposition being sent out.~~

~~H. When the Department possesses information or facts which contradict an employee's recollection of those facts under investigation, the investigator will allow the employee an opportunity to explain an answer or refute the negative implication of his/her recollection after informing the employee of the specific contradiction(s).~~

~~I. When the Department possesses information in an electronic, audio, video, or written format, the investigator will allow the employee an opportunity to explain an answer or refute the negative implication of his/her recollection after the employee is given the opportunity to review the media evidence.~~

~~J. On any statement, report, or document prepared at the direction of the Department for an internal investigation, the protections afforded to employees under the doctrines set forth in Garrity v. New~~

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~~Jersey, 385 U.S. 493 (1967), will apply to all employees.~~

~~K. Employees, whether a witness or subject employee, will receive 48 hours' notice of an interview unless such notice is specifically waived in writing with the employee's signature. If a subject employee waives the notice period, this waiver must also be approved by the FOP. A reasonable extension will be granted for a subject employee at the request of the FOP.~~

~~L. As a guideline, no interview session will extend more than four (4) hours unless the employee agrees to more time in one 24-hour period. Regular breaks will occur during the interview based on any person's request attending the interview.~~

~~M. When charged with a criminal offense, the Department may, at the employee and the FOP's request, waive an interview of the subject employee if there are sufficient facts present to make a fair determination in the case.~~

~~N. The FOP, an employee or the Mayor may suggest that a case meets the criteria where a formal investigation may be waived. If the parties agree to the alleged allegation and the appropriate level of discipline, the investigation and any subsequent right to the grievance procedure will be waived. This agreement will be reflected in a letter sent from the FOP to the Chief of Police.~~

~~Section 2. The Employer~~are at-will, but the City, has the right to discipline ~~employees~~Employees for cause ~~or discharge employees for just cause~~. Employees should not interpret anything in this Policy as creating a contract or guarantee of continued employment. No provisions of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the ~~Employer~~City will strive to adhere to the principles of progressive discipline. ~~The Employer~~If used, the progressive discipline will be dependent on the severity of the infraction, and the City is not required to adhere strictly to the order or system set forth in the City's Personnel Policy. The City may discipline or discharge ~~employees based on Lewiston~~Employees in accordance with the City's Personnel Policy ~~Chapter 10.~~ .

~~If the Employer elects to use disciplinary action, then it will attempt to, but is not required to, administer discipline in a progressive fashion. If used, the progressive discipline will be dependent on the severity of the infraction, and the Employer is not required to adhere strictly to the order or system set forth in Lewiston Personnel Policy Chapter 10.~~

A disciplinary Record of Discussion and a disciplinary Official Reprimand may, upon the approval of the Chief of Police, after a specified period of time from the date of the incident, and upon the ~~employee's~~Employee's written request, be returned to the ~~employee~~Employee, unless in the intervening period related infractions have occurred. In this case, the specified ~~time frame~~timeframe starts over from the date of the most recent related infraction. The specified ~~time frame~~timeframe will be determined by the Chief of Police upon the implementation of the discipline and will be officially recorded in the discipline document.

Section 3. Use of Deadly Force Situations: When an ~~employee~~Employee, whether on- or off--duty, uses deadly force which results in the injury or death of another person, or discharges a firearm in which no injury occurs, the ~~employee~~Employee shall not be required to make a written or recorded statement for ~~seventy-two (~~at least 72~~)~~ hours after the incident, except that immediately following the incident ~~and~~, such Employee may provide statements related to any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected ~~employee~~Employee may waive the requirement to wait ~~seventy-two (~~72~~)~~ hours.

Officers involved in a deadly force situation or other critical incident, as determined by the Chief of Police, shall be placed on paid administrative leave ~~for a minimum of three (3) days~~ and will not be forced to use ~~sick time or vacation~~accrued leave time during ~~the administrative paid leave. The Chief of Police may provide for additional days of paid administrative~~this period leave. The ~~Officer~~Employee will continue to accrue all medical, insurance, and other benefits provided in this Agreement during ~~such~~ the period of paid administrative leave.

Section 4. Consequences of refusal to submit to polygraph examination.

~~1)~~(A) If ~~a police employee~~an Employee refuses to submit to a polygraph examination:

~~a)~~1. No law enforcement agency may take any disciplinary or retaliatory action against the ~~police employee~~Employee; and

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~~b)~~2. No investigator may make a notation of such a refusal in the investigator's report or in any other manner maintain evidence of such a refusal.

~~2)~~(B) Evidence of any refusal by ~~a police employee~~an Employee to submit to a polygraph examination is not admissible at any subsequent hearing, trial, or other judicial or administrative proceeding.

ARTICLE ~~23.~~ 19. GRIEVANCE ~~PROCEDURE~~ AND ARBITRATION

Section 1~~. Grievance Procedure.~~

~~***(A) Purpose.*** The purpose of the following provision is to set forth, simply and clearly, the methods and procedures to address the various types of disputes that may arise~~ ; ~~**between the** parties hereto.~~

~~***(B)***~~ **Definition**~~.~~ **of Grievance.** A grievance ~~shall be defined as:~~

~~1. A~~is a dispute ~~regarding the application of a disciplinary Record of Discussion and a disciplinary Official Reprimand.~~

~~2. A dispute regarding the application~~ or ~~interpretation of any~~claim arising under and during the term of this Agreement concerning the interpretation, application, or alleged violation of an express provision of this Agreement or Department rule, regulation, policy, or procedure ~~that governs the Department.~~

~~3.~~ . A ~~dispute regarding the application of~~ grievance also includes a disciplinary, record of discussion, official reprimand, suspension~~.~~

~~4. A dispute regarding the application of a disciplinary~~ , or transfer.

~~5. A dispute regarding the application or interpretation of any and all provisions of the Collective Bargaining Agreement between the City and the FOP.~~

~~6. A dispute regarding a termination.~~

~~***(C) Representation.*** A grievant may have representation of his/her choice at any or all~~

~~steps.~~

~~***(D) Process.*** Employees shall have the right to appeal all grievances defined above pursuant to the procedures described herein. If a dispute cannot be resolved informally, the employee shall deliver the grievance in writing to the Chief of Police within fifteen (15) business days from the employee's knowledge of the occurrence giving rise to the dispute. With regard to disciplinary appeals, this shall be the date the employee signed his or her Adjudication of Complaint and received a copy of the Adjudication. The~~ A grievance ~~shall specify the information relevant to the employee's reason for appealing and the relief requested.~~

~~In the event the FOP~~ does not ~~sanction a grievance the employee will be responsible for expenses as set out in Step 3 of this procedure.~~

~~**Step 1** The FOP will deliver the grievance to the Chief of Police, However, if the matter giving rise to the grievance occurred at that level the appeal will be sent to the Mayor as~~ include decisions related to termination~~***Step 1.***~~

~~If the Chief of Police determines the grievance meets the definition of a grievance as described above and is timely, the Chief of Police shall initiate an investigation of the appeal. Within fifteen (15) business days of the filing of the grievance, the Chief of Police will hold a meeting with the grievant and his/her representative in an effort to explain the results of the investigation. The Chief of Police shall submit to the grievant and his/her representative a written response to the grievance, including a summary statement of the findings of the investigation, within fifteen (15) business days of the filing of the grievance.~~

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~~(A)~~ ~~*Annotation: If there is a dispute as to whether a dispute meets the definition of a grievance, it shall be resolved by the Mayor.*~~

~~***Step 2.***~~ ***Mayor:*** ~~**For disputes regarding the application**~~ or ~~**interpretation of any Department rule, regulation, policy, or procedure that govern the Department; a disciplinary suspension; a disciplinary transfer; Termination or regarding the application or interpretation of any and all provisions of the Collective Bargaining Agreement between the City and the FOP:**~~ ~~If the grievant and/or FOP is not satisfied with the response provided in Step 1, the FOP may request, within fifteen (15) business days of receipt of the Step 1 response or, if no response is received at step 1, within fifteen (15) business days of the date the response was due, that the matter be resolved by the Mayor. This response shall be the final decision on the matter. If the dispute is not resolved under one of the above steps, then the matter may, within fifteen (15) business days, be referred by either party to mediation-arbitration in the process set forth below.~~

~~**Step 3.** ***Mediation/Arbitration:*** Selection of Mediator or Arbiter. Within fifteen (15) business days following referral of a dispute to procedures under C (above), the two parties' representatives shall either mutually agree upon a mediator-arbiter or shall request a list of seven (7) names from the Federal Mediation and Conciliation Service. Selection from the list of names shall be through alternate elimination by each representative of one name in each turn, with the order of selection determined by a coin toss. The person whose name remains shall function as mediator/arbiter or as arbiter, as the case may be. The City and the F.O.P. shall share equally the cost of the mediator-arbiter or arbiter.~~

~~A. Mediation. Whenever practicable, the Union and the City shall, by mutual agreement, first mediate the dispute in an effort to expedite resolution of the matter and thus provide a speedy answer to the grievant. The mediator-arbiter shall meet with the parties and endeavor to mediate/conciliate a mutually agreeable settlement of the dispute. Should the matter be resolved by mediation, a settlement agreement shall be written and signed by both parties. This agreement shall be binding on both parties. In the informal hearing, briefs, testimony and exhibits shall be waived, except by mutual agreement.~~

~~B. Arbitration. Should mediation not resolve the dispute, then the mediator shall immediately assume the role and duties of arbiter and convene an informal hearing to determine the facts, followed by a "bench decision." In the event arbitration is used, the arbiter shall be selected as in Section 2 (above), and shall, hold a hearing and render a final and binding award. The arbiter shall receive testimony, exhibits and other evidence and may subpoena and question witnesses. A binding "bench decision" shall immediately be rendered following the hearing and shall be summarized later in a written opinion and award,~~ matters for which ~~shall be binding on the grievant and upon the City. The arbiter shall timely furnish his/her written opinion and award to the grievant and to the City.~~

~~***(E) Resolution.***~~

~~*Reduction in Discipline* – At any level~~another method of review~~, if the decision is to reduce the level of discipline, the reviewer that reduced the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show the new level of discipline in the appropriate place on the form. All original dates will be utilized on the written adjudication. If the grievant does not accept the reduction or removal, the matter can proceed to the next step of the procedure based on the original discipline.~~

~~*Exoneration of Discipline* – Exoneration of discipline or the sustained complaint or a change to the Internal Affairs sustained violation, can only be authorized by the Chief of Police, the Mayor, or arbitrator if the grievance has been appealed to that level. If the discipline and sustained complaint are reversed in favor of the employee, the Personnel file and the employee's bureau file will be purged of all references to the investigation. Additionally, the Internal Affairs file will be supplemented to show the new findings.~~

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~~*(F)*~~ ~~***Time Limits.*** In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included~~ is provided by statute or disciplinary appeal procedure, unless ~~it is a Saturday, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or holiday~~expressly stated in this Agreement.

Section 2: Grievance Procedure. Employees shall have the right to file a grievance pursuant to the procedures described herein.

(A) ***Informal Step.*** An Employee, with or without a Union representative, will first discuss the matter with the Employee's immediate supervisor within 10 calendar days after the event giving rise to the grievance or after the Employee knew or reasonably should have known of the event. The supervisor will respond orally or in writing within 5 calendar days.

(B) ***Step 1.*** If the grievance is not resolved informally, the Employee or the Union may submit the grievance in writing to the Chief of Police or designee within 10 calendar days after the informal response or the date the response was due. The written grievance must identify the facts, the specific provision(s) of this Agreement or Department rule, regulation, policy or procedure alleged to have been violated, and the remedy requested. The Chief of Police will issue a written response within 10 calendar days.

(C) ***Step 2.*** If the grievance is not resolved at Step 1, the Employee or Union may appeal in writing to the Mayor within 10 calendar days after receipt of the Step 1 response. A meeting will be held within 15 calendar days, unless the parties agree otherwise, and the Mayor will provide a written decision within 10 calendar days after the meeting or 15 calendar days if the parties elect to not have a meeting.

Section 3: Grievance Arbitration. If the grievance is not resolved at Step 2, the Union, in its sole discretion, may submit the grievance to final and binding arbitration by written notice to the City within 15 calendar days after receipt of the Step 2 decision or the date the decision was due. An Employee shall have no independent right to demand or pursue arbitration under this Agreement without the Union's involvement and endorsement. Following the Union's timely submission of a grievance to arbitration, the parties will attempt to mutually agree on an arbitrator. If they cannot agree within 7 calendar days, either party may request a panel from the Federal Mediation and Conciliation Service, and the arbitrator will be selected by having the parties flip a coin to determine who will go first, then each party will alternatively strike one name from the list until such time that the parties either agree or there is only one name remaining, in which case that person will be the arbitrator for the parties.

(A) Arbitrator's Authority. The arbitrator will have no power to add to, subtract from, modify, ignore, or alter any provision of this Agreement or applicable law. The arbitrator's authority is limited to determining whether the City or the Union violated the express terms of this Agreement or Department rule, regulation, policy, or procedure, and, if so, the appropriate remedy consistent with this Agreement and applicable law. The arbitrator will not have authority to issue an award that requires the City to appropriate additional funds, make expenditures in excess of an existing lawful appropriation, or adopt or commit to any budget item, staffing level, compensation increase, benefit increase, or other financial obligation for the current fiscal year or any subsequent fiscal year, unless the governing body has already approved and appropriated funds for that purpose.

Section 4~~In the event that the employee and/or F.O.P fails to appeal a discipline or answer given to the next step of the grievance procedure within the time allowed, or in the event that the Department fails to answer a grievance within the time required at any step of the grievance procedure, then the grievance will be considered settled against the side which has defaulted for failing to act in a timely fashion.~~

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~~Specifically, if an appeal is not filed or processed within the time limits set forth above, it will be deemed withdrawn with prejudice; if a grievance meeting is not held or an answer to a grievance or appeal is not filed or processed within the time limits set forth above, the appeal and requested relief will be deemed granted in its entirety, so long as such remedy is within the confines of the dispute. However, any of the time limits in a grievance procedure may be extended by mutual agreement of the parties, in writing. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.~~

~~***Documentation.*** A copy of all appeals shall be forwarded to the FOP and Human Resources immediately upon filing with the Department.~~

~~Section 2. Time limits in this Article may be extended by ten (10) business days by either party when the request is made in writing within the fifteen (15) business day window. One request may be made per step.~~

~~Section 3. It is understood the City may use the grievance procedure to allege a F.O.P. violation of a specific term of this Agreement or to resolve a dispute regarding an interpretation of a term or terms of the Agreement. A City grievance shall be presented to the F.O.P. Representative, within fifteen (15) business days of its occurrence or knowledge thereof, who shall provide a written response within fifteen (15) business days of receipt of the grievance. City grievances shall follow the steps in the grievance procedure.~~

~~Section 4. Both parties jointly and separately agree that the following principles shall pertain and be applied:~~

~~A. In any dispute or complaint, employees shall work now and grieve later, except for those situations where the employee is in a clear and present danger to life and limb.~~

~~B. Grievances should be processed to meet the applicable time limits whenever possible.~~

~~C. Those items covered in both the Personnel Policy and contract which are in clear conflict shall be grievable under the applicable terms and conditions of this contract and not those contained in the Personnel Policy.~~

~~D. Dissimilar grievances shall be submitted to arbitration only one at a time. Multiple grievances shall not be heard without written concurrence of both parties.~~

~~E. While grievances relative to Article 19, Non-Discrimination, shall be processed, any such grievance or settlement shall be mitigated by any award obtained as a result of relief procedures under Federal or State law, if the award is the result of the same circumstances alleged in the grievance.~~

~~F. In any grievance dispute, an employee shall choose either the grievance procedures under the Personnel Policy or under the mediation/arbitration process contained herein, but he/she may not use both. His/her selection of the process to be used shall be at his/her first knowledge of the matter causing the dispute and shall be irrevocable.~~

~~G. No grievant shall be entitled to punitive damages under this agreement. Relief requested shall only intend to make whole the grievant.~~

~~Section 5. Meetings. Any meeting required by the above procedure shall, whenever possible, be scheduled during normal work hours.~~

: Financial and Budgetary Matters. Union understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30, without approval of 2/3 of the qualified electors of the city. Any indebtedness or liability incurred contrary to this constitutional limitation is void. Therefore, nothing in this Article permits an arbitrator to bind the City with respect to matters reserved by law to the City's budgeting or appropriations process. If a grievance otherwise falls within the scope of this Article, the arbitrator may decide the contractual issue presented, but any remedy that would require a new appropriation, a reappropriation, or a financial commitment beyond the funds already appropriated will be advisory only. To the extent possible, the

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arbitrator will fashion a remedy that enforces this Agreement without requiring action inconsistent with the City's lawful budget authority.

Section 5: Discipline Cases. If this Agreement permits disciplinary matters to be submitted to arbitration, the arbitrator may review whether just cause existed and may affirm, reverse, or modify the discipline consistent with law and this Agreement. Any monetary remedy, including back pay or restoration of benefits, will be limited to amounts lawfully available under an existing appropriation and otherwise permitted by law and this Agreement. Disciplinary actions involving a record of discussion or official reprimand may be processed through the grievance procedure set forth in this Article but are not subject to arbitration. Decisions related to termination are not grievable or arbitrable under this Article. If disciplinary matters are otherwise excluded from arbitration by this Agreement, law, or by another process of appeal, such matters are not arbitrable under this Article.

Section 6: Time Limits. The time limits in this Article are mandatory unless extended by mutual written agreement. A grievance not advanced by the Employee or Union within the stated time limits will be deemed withdrawn. A response not issued by the City within the stated time limits will permit the Employee or Union to advance the grievance to the next step.

Section 7: Representation. Employees will have the right to Union representation at any meeting conducted under this Article that may reasonably lead to discipline or that is a formal grievance meeting, to the extent required by law and this Agreement.

Section 8: Costs. The fees and expenses of the arbitrator will be shared equally by the City and the Union. Each party will bear its own attorney fees, witness fees, transcript costs, and other expenses, unless otherwise provided by law or agreed by the parties.

Section 9: Award. The arbitrator's award will be in writing and will set forth the findings and conclusions on which the decision is based. Subject to the limitations in this Article regarding appropriations, budget authority, and future fiscal commitments, the award will be final and binding on the City, the Union, and the Employee.

ARTICLE ~~24.~~ 20. ALCOHOL AND SUBSTANCE ABUSE.

The ~~parties~~Parties have agreed upon ~~an alcohol and controlled substance~~the application of the City's Drug Free Workplace policy. In reference to ~~police~~Department personnel, within the policy's subsection on Post-Accident Testing, the City's Risk Manager, Human Resources Representative, Chief of Police ~~Chief~~, or designee may initiate testing when such circumstance involves: death, serious personal injury requiring immediate emergency room or urgent care ~~center~~ treatment, when the ~~employee~~Employee causes an accident that damages a city vehicle ~~which~~that renders it inoperable or requires the vehicle to be towed, severe damage to the function of machinery, equipment, or property ~~and/~~or ~~result~~results in an injury to themselves or another individual requiring ~~off site~~ immediate off-site medical attention. In circumstances ~~in which~~where there is damage or injury that was not the fault of ~~an officer an employee~~the Employee, the Employee should be drug and alcohol tested only if there is reasonable cause. Each ~~officer~~Employee who is involved in an officer-involved shooting or whose conduct resulted in substantial bodily harm or ~~the~~ death of another person must submit to drug and alcohol testing, including, without limitations, testing for the use of cannabis, prescription drugs, illegal drugs and alcohol.

ARTICLE ~~25.~~ 21. VACATION LEAVE

~~Section 1. Use of Vacation. Employees shall be eligible to take vacation based on those hours accrued, subject to the Police Chief's or his designee's approval. Such paid vacation shall not exceed the amount of vacation time actually accrued without approval of the Police Chief or his designee and the Mayor. The time and amount of vacation to be taken at any one time is subject to approval of the Police Chief based on the needs of the City. Vacation requests must normally be scheduled two (2) weeks in advance and will be honored to the maximum~~

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~~extent possible and will only be denied for operational reasons. Employees shall not work for the city during their vacation unless called in for emergency purposes. Double compensation is prohibited. Under no circumstances shall an employee lose accrued vacation because of an inability to schedule vacation in order to meet the City's needs.~~

~~Should an employee~~Employees will follow the City's Vacation Leave policy, as amended from time to time, except as modified herein.

Should an Employee be required to work while on vacation due to emergencies, call-out or other hardship, their vacation, compensatory, or bonus holiday will be restored and they will be paid at ~~time and a half (1½)~~ ½ times their regular rate of pay ~~at a four (4) hour minimum or~~ for the duration of the emergency~~.~~, call-out or hardship~~.~~ or at least 4 hours of pay minimum. When such an event occurs, the Employee may only receive compensation under this section or compensatory time under Article 8, but not both.

~~Section 2. Vacation Accrual. Each regular and part-time employee shall accrue vacation at the following rate for continuous service performed in pay status. Temporary and emergency employees shall not earn vacation leave with pay. Accrual will be posted on each pay check notice.~~

~~A. First (1st) through fourth (4th) year of service employees so entitled shall accrue ninety-six (96) hours vacation during each complete year of service.~~

~~B. Fifth (5th) through ninth (9th) year of service employees so entitled shall accrue one hundred twenty (120) hours vacation during each complete year of service.~~

~~C. Tenth (10th) through fourteenth (14th) year of service employees so entitled shall accrue one hundred sixty (160) hours vacation during each complete year of service.~~

~~D. Fifteenth (15th) through nineteenth (19th) year of service employees so entitled shall accrue one hundred seventy-six (176) working hours vacation during each complete year of service.~~

~~E. Twenty (20) years of service or more employees so entitled shall accrue two hundred (200) working hours vacation during each completed year of service.~~

~~F. Regular Part-time employees working 20 hours or more per week, scheduled 52 weeks per year, shall accrue vacation proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed by the appropriate section above.~~

~~**Section 3**. Maximum Accumulation. Employees shall be allowed to accumulate vacation up to, but no more than two times their annual accrual. The amount of vacation over an employee's maximum accrual limit will drop off as of December 31st of each year, reflected on the second paycheck in January.~~

~~**Section 4**. Vacation at Termination. All covered personnel whose employment with the City terminates shall be paid for that part of vacation accrued that remains unused at the time of termination. Payment shall be made at the employee's rate of pay in effect at the time of termination.~~

~~When termination results from the death of the employee, pay for unused accrued vacation shall be paid to the beneficiary the employee has designated in writing, and filed with the Mayor. In the event no beneficiary has been designated, the payment shall be made to the estate of the employee.~~

ARTICLE ~~26.~~ 22. SICK LEAVE

~~Section 1.~~Employees will follow the City's Sick ~~leave shall be requested only in cases of actual personal illness or disability, medical or dental treatment, serious illness or injury of a member or the employee's immediate family, or absence beyond three days due to the death of a member of the employee's immediate family. The employee requesting sick leave shall notify his/her supervisor or other department authorized personnel at least one hour prior to the~~Leave policy, as amended from time ~~set for reporting to work. Sick leave with pay will not be permitted unless the employee has met and complied with the provisions of this Article, and the Chief of Police has~~

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~~approved such payment.~~to time, except as modified herein. Serious illness is defined as a condition requiring hospitalization ~~and/~~or constant care requirements.

If the Employee is absent ~~three~~3 or more days, the Chief of Police~~,~~ or his/her designee ~~or the Mayor~~ may require a written statement from the Employee's attending physician or dentist ~~(or from a physician or dentist designated by the Mayor) that the employee~~that the Employee is or was incapacitated and unable to perform his/her duties~~.~~ during their absence. An ~~employee~~Employee who is absent from work on sick leave shall not engage in any activity which would be detrimental to his/her ability to return to work. The abuse of sick leave may be considered as cause for disciplinary action.

~~The abuse of sick leave may be considered as cause for disciplinary action.~~

~~Section 2. Accrual.~~ Sick leave ~~for personnel~~ shall ~~be accrued~~accrue at the rate of ~~eight (~~8~~)~~ hours for each calendar month that an ~~employee~~Employee has worked regularly scheduled hours ~~and/~~or has been on an authorized leave which provides for full pay for at least ~~ten (~~10~~)~~ working days in that month.

ARTICLE ~~27. DURATION~~

~~The effective date of this Agreement shall be October 1, 2023 and shall remain in full force and effect until September 30, 2026. Should either party desire to amend or terminate this Agreement, said party shall serve the other with written notice of such intent not less than one hundred twenty (120) days prior to the expiration of the Agreement. Should such timely notice be served, bargaining shall commence at a date which is mutually agreed upon by the parties.~~

~~In the event this Agreement reaches the expiration date without a new agreement in place and there is an ongoing good faith effort by the Union and the City to reach an agreement, the Agreement shall be extended up to 90 days.~~

~~Agreements and/or Memorandums of Understanding made outside of the negotiations period shall be reassessed upon the next negotiation period.~~

~~ARTICLE 28.~~ 23. PERSONNEL FILES

Section 1. Official Personnel Files. Employees may request an electronic copy of their personnel file from the Human Resources Department. The Human Resources Department shall provide the Employee's personnel ~~data will be provided electronically~~file as soon as possible, but not more than ~~two (~~2~~) working~~ business days from ~~Human Resources.~~the date of the request. Employees may submit rebuttals of information contained in their files to the Human Resources Department, and these rebuttals shall be included in their personnel file. Only one official file shall be maintained by the ~~city.~~ City, but the Department may keep separate files related to Department internal affairs investigations or a supervisor's file (hereafter "Department personnel files"). Requests for information from outside agencies, either during or after employment, must have the ~~employee's~~Employee's written consent in order to be released by the Human Resources Department.

Section 2. ~~Departmental~~Department Personnel Files. ~~The general public shall not have access to department~~Department personnel files are not open to the general public or ~~supervisors' files.~~to other Employees. An Employee, or ~~their representatives,~~the Employee's authorized representative with the Employee's written permission ~~of the employee, shall have access~~, may review Department personnel files about the Employee in the presence of the appropriate supervisor.

ARTICLE 24. DURATION/NEGOTIATION FOR RENEWAL

The effective date of this Agreement shall be October 1, 2026, and shall remain in full force and effect until September 30, 2029.

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Union shall provide written notice of its intent to negotiate a new collective bargaining agreement no later than February 1, 2029. The City shall acknowledge receipt of the notice in writing and shall submit such request to the City Council within 30 calendar days of receipt for the City Council's approval to commence negotiations for a new agreement. Upon approval by the City Council to negotiate a new agreement, a committee from the Union and the City shall schedule an initial negotiation session at a mutually convenient time. Negotiations shall be carried on between a committee from the Union and the City, subject to final approval by the Union's main body and the City Council.

If a new agreement has not been reached between the City and Union upon expiration of this Agreement, this Agreement will remain in effect and unchanged until a new agreement is reached.

ARTICLE 25. NON-DISCRIMINATION CLAUSE

The City and the Union pledge strong support and commitment to Federal and State goals of equal employment without regard to race, religion, gender, age, national origin, sexual orientation, covered handicap or any other unfair preferential treatment. This commitment covers recruiting, selection, promotion, training and education, and the Employee's work environment. In no instance shall the City be held in a position of double indemnity as a result of this Article or matters arising out of this Article.

Should any Employee choose under this Article to utilize the grievance procedure for redress and also utilize an outside agency for redress, then any award received shall be mitigated in kind by any additional award received, i.e., there shall be no pyramiding of awards.

ARTICLE 26. SEVERABILITY

If any article, or portion hereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void, and of no further effect. However, such articles or portions of articles shall be severable from the remainder of the Agreement and all other provisions hereof shall continue in full force and effect.

ARTICLE 27. ENTIRE AGREEMENT~~Section 3. Access to information in the files shall follow State codes.~~

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This Agreement, as expressed herein, constitutes the entire agreement between the Parties, and there shall be no amendment, except in writing and with the agreement of both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and ratified by the parties on the __ day of ____________, 2026.

CITY OF LEWISTON **FRATERNAL ORDER OF POLICE**

~~By:~~ ____

____ **LEWIS-CLARK LODGE #10**

____

Daniel G. Johnson, Mayor Joshua Rigney, President

ATTEST: ____

____

Tanya M. Brocke, City Clerk

~~FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10~~

____

~~Joe Stormes, Lodge~~ James Allen, Vice President

____

~~Will Thompson, Negotiations Committee Chairman~~

~~In Witness hereof: This Agreement has been duly executed by the parties the ______ day of ______________, 2023.~~

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COLLECTIVE BARGAINING AGREEMENT

between the

City of Lewiston

and

Fraternal Order of Police Lewis-Clark Lodge #10

October 1, 2026 - September 30, 2029

TABLE OF CONTENTS

PREAMBLE

This Collective Bargaining Agreement is made and entered into between the CITY OF LEWISTON, an Idaho municipal corporation, herein called the "City" and FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10, herein called the "Union" The City and Union may each be referred to as a "party" or collectively as the "parties."

WHEREAS, the Union has been selected by a majority of the employees of the Lewiston Police Department ("Department"), below the rank of Lieutenant, as their exclusive bargaining agent; and

WHEREAS, the City, although under no legal obligation to recognize the Union as the exclusive agent of said employees, nor to bargain collectively within the Union, voluntarily agrees to meet and confer with representatives of the Union; and

WHEREAS, the City and representatives of the Union have met and conferred in good faith to resolve and mutually agree upon working conditions and other terms, wages and conditions of employment and, as a result thereof, the City and the Union desire to enter into a Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained in this Agreement, the Parties agree:

ARTICLE 1. PURPOSE AND AUTHORITY

Section 1: Purpose. The purpose of this Agreement is to establish the terms and conditions of employment for Department employees represented by the Union, and to promote a constructive and cooperative working relationship between the City, the Union, and the employees it represents. Through collective bargaining, the parties seek to provide fair and equitable wages, hours, and working conditions, while fostering mutual respect, open communication, and effective public service to the community.

It is recognized by the parties that the City is under no legal obligation to bargain with the Union or to enter into this Agreement, but that it does so voluntarily for the purposes stated above.

Section 2: Authority to Sign. The persons signing this Agreement certify that they have been authorized by their respective governing body or general membership to execute this Agreement on behalf of such entity.

ARTICLE 2. UNION RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the following classifications of employees within the Department during the term of this Agreement: Sergeant, Corporal, Police Officer, Evidence Custodian, Animal Control Officer, Communications Watch Supervisor, Communications Specialist, Police Computer Systems Specialist, Records Supervisor, and Records Specialist (hereafter collectively referred to as "Employees" throughout the remainder of this Agreement, regardless of whether they are members of the Union or not).

ARTICLE 3. MANAGEMENT RIGHTS

Section 1: Usual Rights. The City retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. Any subject covered by the terms of this Agreement and any subject which was or might have been raised in the course of collective bargaining are closed to further bargaining for the term thereof.

Section 2: Examples. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:

A. To direct and supervise all operations, functions and policies of the Department in which the Employees are employed; additionally, to direct and implement operations, functions, and policies in the remainder of the City as they may affect the Employees.

B. To terminate, combine, or reorganize any department or functions of the City for budgetary or any other reason.

C. To determine the need for a reduction in force, in accordance to Article 14, or an increase in the work force, and to implement any decision with regard thereto.

D. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, appearance, and the methods of procedures, except as specifically provided herein.

E. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.

F. To contract or subcontract work as determined by the City, however, the City shall not use contractors or subcontractors to reduce the regular work hours of full-time Employees.

G. To assign shifts, workdays, hours of work, and work locations, except as specifically provided herein.

H. To designate and to assign all work duties.

I. To introduce new duties and to revise job classifications and duties within the Department.

J. To determine the need for and the qualifications of new Employees, transfers, and promotions.

K. To discipline, suspend, demote, or discharge any Employee in accordance with the City's Personnel Policy or as otherwise specified herein.

L. To determine the need for additional education courses, training programs, on-the-job training, and cross training, and to assign new Employees to such duties for periods to be determined by the City, except as specified herein.

Section 3: Limitation. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure or bargaining during the term of this Agreement.

ARTICLE 4. STRIKES AND LOCKOUTS

Section 1. Strikes. It is understood **and agreed that the services performed by the Department are** essential **to the public health, safety, and welfare.** The Union agrees that it shall not authorize strikes of Employees.

Section 2. Lockouts. There shall be no lockout of Employees within the bargaining unit by the City.

Section 3. Picket Lines During City Business. Employees within the bargaining unit, while acting in the scope of their employment, shall not honor any picket line established by any other labor organization when called upon to cross such picket line on City business in any situation.

Section 4. Work Stoppages. The Union shall not cause or condone any work stoppage, refusal to perform customarily assigned duties, or sick leave absences which are not bona fide during the term of this Agreement, and if such occur, the Union agrees to take appropriate action to discourage such interference.

Section 5. City Recognition of Strike or Work Stoppage. Nothing herein shall be deemed as recognition by the City of any right to strike or to engage in work stoppage or slowdown at any time.

Section 6. Violations. Violation of this Article shall subject the Employee to disciplinary action or discharge as determined by the City. The remedy for a violation by the Union shall be subject to the grievance procedure, in addition to any other legal or equitable remedies available to the City.

ARTICLE 5. CITY'S PERSONNEL POLICY

The City's Personnel Policy, as it now exists or may hereafter be amended by the City Council, shall govern except where in conflict with specific terms of this Agreement. In such instances, the provisions of this Agreement shall control over the conflicting provision in the City's Personnel Policy. The Union will be advised of proposed changes in the City's Personnel Policy prior to their adoption by the City Council. The Union will be permitted to provide public comment as to any such proposed changes to the City Council, prior to its adoption by the City Council.

ARTICLE 6. UNION SECURITY

Section 1: The City agrees not to discriminate against any person or Employee for their activity on behalf of or membership in the Union. The City recognizes the Union as the exclusive bargaining agent on matters concerning wages, hours, and working conditions for Employees in the bargaining unit.

Section 2: Payroll Deduction. An Employee may authorize a payroll deduction of Union dues and initiation fees by completing the Union Enrollment & Revocation Form. The Employee shall submit the completed form to the City, and the City will begin making deductions in the amount authorized. The Employee must give the City at least 30 days' written notice of any change in the amount of dues. For withholding purposes, the dues structure will be changed no more than once during the City's fiscal year (October 1 to September 30). Deductions will be made each pay period from the Employee's earnings. If an Employee's earnings in a pay period are not enough to cover the full authorized deduction, the unpaid amount may be deducted from the Employee's later earnings.

The Employee is responsible for obtaining and submitting all authorization and revocation forms to the City. The City will remit all amounts collected to the Union in a lump sum, together with an itemized statement of the deductions. An Employee may revoke a payroll deduction authorization by completing the Union Enrollment & Revocation Form and submitting it to the City and Union in accordance with the terms of the Form. After the City receives the completed form, the City will stop the deduction no later than the second payroll period after receipt of the form.

Section 3: Hold Harmless. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City in fulfilling the obligations imposed on the Employee under this Article.

Section 4: Union Membership as a Condition of Employment. The Parties agree that it is not a condition of employment to be a member of the Union based upon the SCOTUS ruling Janus v. AFSCME in 2018. However, in order to preserve solidarity, Employee benefits, and job security, the Union encourages all eligible Employees to become a Union member and remain a Union member in good standing. Employees desiring to become, or remain, a member of the Union shall advise the City with an "opt-in" letter provided by the Union that authorizes the withholding of regular Union dues.

Conversely, those who choose to "opt-out" of Union membership shall advise the City in the same manner.

Section 5: Right to Work. Idaho has declared the "right to work" as the public policy of the State, as set forth in Idaho Code § 44-2001 *et seq*. The Parties acknowledge this policy and agree to comply with the applicable provisions of those statutes. If, during the term of this Agreement, the right-to-work laws are repealed or otherwise no longer in effect, the Parties agree that the provisions of this Agreement shall be interpreted and applied in a manner consistent with the law then in effect.

ARTICLE 7. CLOTHING ALLOWANCE

Section 1: Non-Uniform Duty Allowance. Sworn officers, Computer System Specialists, Records Specialists, and the Evidence Custodians, when not required to wear a uniform, shall be paid a clothing allowance of $50 per month for each month assigned to non-uniform duty. The clothing allowance shall be paid annually in the second paycheck in October. This clothing allowance is paid in advance for the next 12 months.

Section 2: Equipment Allowance. Uniformed personnel, Investigation section employees, and Evidence Custodians shall receive $250 per fiscal year for the purchase of equipment necessary for patrol duties. This allowance can be used at the direction of the officer for purchasing and/or maintenance of equipment, i.e., boots, gloves, shirts, socks, etc.

Section 3: Replacement of Damaged Items. Sworn personnel having any item of clothing damaged, seized for evidence, or stolen while on-duty may have the item cleaned, repaired, or replaced at the City's expense upon approval of the Chief of Police or his/her designee within a reasonable timeframe. Employees who have had uniforms or clothing items contaminated by bodily fluids during the performance of their official duties may have the uniform or clothing cleaned at the City's expense upon approval of their supervisor. Personal property items damaged while on-duty will be repaired or replaced at the City's expense upon approval of the Chief of Police or his/her designee within a reasonable timeframe, but the City will only reimburse up to the following maximum amounts for the items listed:

Watch	*$250.00*
Firearm	*$1,000.00*
Baton	*$100.00*
Flashlight	*$158.00*
Handcuffs	*$60.00*
Binoculars	*$200.00*
Glasses	*$250.00*
Contact Lenses	*$232.00*
Jewelry	*$250.00*

ARTICLE 8. WORK PERIOD, OVERTIME, COMPENSATORY TIME AND OUT OF TOWN TRAINING

Section 1: Work Period. The work period for all Employees shall be 40 hours per week to be worked within 7 consecutive days beginning at 12:01 a.m. on Saturday and ending at midnight the following Friday (hereafter a "week").

Section 2: Overtime.

A. Overtime will be paid for hours worked in excess of 40 hours in a work period. Absences compensated by sick leave, holiday pay, vacation pay, and compensatory time shall be counted as hours worked. In lieu of payment for overtime, an employee may elect to receive compensatory time pursuant to Section 3.

B. Overtime will be paid at one and one-half times the Employees' regular hourly rate.

C. For the purposes of calculating overtime, time worked in each hour will be rounded as follows:

   1. If the time worked is less than 15 minutes, it will be rounded to 15 minutes.

   2. If the time worked is more than 15 minutes but less than 30 minutes, it will be rounded to 30 minutes.

D. If an Employee is called back to work after completing his/her regularly scheduled work shift, excluding hold over contiguous with the end of their regularly scheduled shift, or an Employee is called in one hour or more prior to his/her regularly scheduled shift, the Employee will receive a minimum of two hours' pay or the actual hours worked at 1½ times his/her regular rate of pay. The callback or called-in time will start when the Employee arrives at the Department or the scene, and an additional half hour will be added for travel and preparation time. If the call-in or call back time is less than 1 hour, the Employee will be paid the actual time worked at 1 ½ times his/her regular rate of pay, and will not include the half hour travel time. In lieu of payment for overtime, an Employee may elect to receive compensatory time pursuant to Section 3 below.

Section 3: Compensatory Time. An Employee may elect to receive compensatory time earned and accrued at 1 ½ times each hour of overtime worked. Employees should maintain a compensatory time balance not to exceed 240 hours. In the event an Employee's balance exceeds 240 hours, the Employee shall make reasonable efforts to reduce the balance below 240 hours. Once an Employee's compensatory time balance reaches 240 hours, any additional overtime worked shall be compensated at the applicable overtime rate until such time as the Employee's compensatory time balance falls below 240 hours.

While an Employee's compensatory time balance exceeds 240 hours, the Employee is expected to utilize compensatory time in lieu of other accrued leave, when practicable and with supervisory approval, until the balance is reduced below the maximum threshold.

Employees may redeem up to 120 hours of accrued compensatory time twice per year on the second paycheck of April and October. In the event of an emergency, Employees may redeem compensatory time outside of these specified dates with approval from the Chief of Police and Mayor.

Section 4: Planned Events. In the case of a planned event where the Employee is notified by a personnel order at least 3 of the Employee's working days prior to the planned event, the Employee's shift may be adjusted at a one-to-one hourly rate. In the event that the personnel order is issued less than 3 of the Employee's working days prior to an event, the Employee and the department may mutually agree upon schedule adjustments or overtime/compensatory time at the rate of 1 ½ times the Employee's regular rate of pay for the hours that are different from their regularly scheduled shift.

Section 5: Court Appearances.

A. Court Time. When an Employee is called to appear in court and said appearance does not run in conjunction with his or her regularly scheduled work shift, the Employee's time will be considered overtime. A minimum of 2 hours or the actual time spent at court shall be paid at 1 ½ times the Employee's regular hourly rate of pay. The amount of time compensable under this paragraph shall include the total amount of time actually spent pursuant to the subpoena or call to testify. In lieu of payment for overtime, an Employee may elect to receive compensatory time pursuant to Section 3 above.

B. Court Preparation and Appearance. To assure an Employee's time is allocated appropriately in anticipation of a court appearance, an Employee will call the appropriate court to verify that their court appearance is still scheduled at least one day before their scheduled court appearance.

C. Cancellation. If a court appearance is cancelled less than 24 hours before the scheduled court appearance the Employee will be entitled to receive 4 hours of Court Time.

D. Late Scheduling of Court Time on an Employee's Day Off. If an Employee receives less than 48 hours' notice of the need for them to appear for court, the Employee shall receive 4 hours paid at one and 1 ½ times their regular hourly rate of pay in order to prepare for their court appearance.

Section 6: Out-of-Town Training. All out of town training will be subject to the provisions of this Agreement, except as provided by this section. Employees will receive compensatory time for out-of-town travel time in accordance with Article 8, Section 3, unless this section states otherwise. The Department may choose to pay overtime instead of compensatory time for out-of-town travel. The City will provide round-trip transportation to and from the training location in accordance with the City's travel policy in effect at the time of travel.

ARTICLE 9. HOLIDAY PAY

Section 1: Regular Holidays. The following holidays are recognized as City holidays for pay purposes: New Year's Day, Martin Luther King, Jr./Idaho Human Rights Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, one day of the Employee's choice (floating holiday), and any other day declared a holiday by the Governor of the State of Idaho in response to a specific event or Presidential Declaration, i.e. a day of mourning for a sitting President.

Section 2: Employees Required to Work Holidays. Employees who are scheduled to work on a designated holiday or who do not receive an additional day off when a holiday falls on their regularly scheduled day off shall be compensated for 8 hours if they normally work a 5-day work week, 10 hours if they normally work a 4-day work week, or a prorated amount if they work a regular part-time schedule of 20 hours or more per week at his/her regular hourly rate for each of the 12 recognized holidays, this shall be in addition to the Employee's regular salary at the straight time rate. This amount is to be paid with the second paycheck in September. Holiday pay received in September will be for holidays worked during the preceding fiscal year, October 1 through September 30.

All other personnel will receive holiday pay as earned. Employees who work a 40-hour schedule, and do not receive holiday compensation in the traditional lump sum check in September, if required to work authorized overtime on recognized holidays, shall be compensated at the rate of two times the Employee's regular hourly rate for the hours worked.

ARTICLE 10. ACCIDENT, LIFE & HEALTH INSURANCE

Section 1: Medical Benefits. The City agrees to maintain the current level of medical insurance benefits, and to pay 100% of the Employees' medical insurance premiums with the following conditions:

A. Transition to modified plan as recommended by the medical benefits advisory committee.

B. The Employee shall be responsible for paying 20% of the premium for dependent coverage.

Section 2: Life Insurance. The City agrees to provide Employees a group life insurance policy in the amount of $20,000 with a double indemnity clause for accidental death of $40,000, for each covered Employee.

Section 3: Premium Increases. Both Parties agree to reopen negotiations in the event of a health care premium increase of 10% or greater, or if the healthcare trust reserve falls below the requirements set by the Idaho Department of Insurance.

Section 4: Accumulation of Sick Leave. Employees may accumulate up to 960 hours of sick leave. Employees who separate in good standing from the City after 5 years of service will be eligible for payment of 25% of their earned sick leave to a tax-free medical expense reimbursement account (VEBA). An Employee who meets the PERSI retirement requirements and retires from the City after 5 complete years of service is eligible for payment of 35% of his/her sick leave into a VEBA.

Section 5: Hepatitis Vaccine, Testing. Hepatitis vaccine and follow-up testing will be provided at the City's expense for Department Employees who desire it.

ARTICLE 11. WAGES

Section 1: Employee incentives, assignment differentials, certification pay, and other premium pays set forth in this Article are the product of negotiations between the Parties and are intended to apply only during the term of this Agreement. The Parties acknowledge and agree that these amounts are not intended to establish a permanent increase in compensation, a baseline standard, or a status quo for successor collective bargaining agreements. Each premium, differential, incentive, and rate of pay identified in this Article shall be subject to negotiation in its entirety during future collective bargaining and may be increased, decreased, modified, or eliminated by mutual agreement of the Parties.

Section 2: Wage Adjustments. The City, at the discretion of the City Council, may provide salary adjustments based upon the availability of funds to maintain a solvent City budget in the following amounts:

Effective October 1, 2026, each step of the pay matrix may be increased by a maximum of 2.5%.

Effective October 1, 2027, each step of the pay matrix may be increased by a maximum of 2.5%.

Effective October 1, 2028, each step of the pay matrix may be increased by a maximum of 2.5%.

In the event the City Council determines there will be no salary adjustments for any subsequent fiscal year of this contract, the City agrees to provide ample notice to the Union as soon as practicable. The notice will be accompanied by a copy of the budget documents then available.

Section 3: Step Increases. All step movements are contingent on Employees obtaining a minimum of a "competent" evaluation in this section.

Section 4: Incentive Pay. Employees assigned to the following specialty assignments shall receive the following incentive pay amounts:

A. Patrol personnel assigned to motorcycle duty shall receive $0.50 per hour in addition to their base salaries while performing such duty.

B. Sworn Officers who are assigned to serve on the "Special Weapons and Tactics" (SWAT) team shall receive $1.00 per hour in addition to their base salaries.

C. Sworn Officers who are assigned to serve on the "Hostage Negotiations Team" (HNT) shall receive $0.25 per hour in addition to their base salaries.

D. Field Training Officers, Field Training Sergeant, or Communications Training Officers, shall receive an additional 2.5% of the Employee's base wage, incentive pay for hours worked.

E. K-9 Officers shall be paid 8 hours of overtime per pay period during their assignment. When assigned to the K-9 Unit, officers acknowledge and agree that they are not permitted to bid on the same shift. This is to avoid having the K-9 Officers working during the same shift. The need for having coverage across shifts is paramount. Bidding will be completed by officer seniority. K-9 Officers shall be working patrol officers and will not exclusively limit themselves to K-9 activities. K-9 Officers will handle calls for service and be available for all K-9 needs when not primary on any call. Management retains the right to shift and schedule-adjust K-9 Officers based upon the needs of the Department.

F. Sworn Officers who are assigned to serve on the "Major Collision Investigation Team" (MCIT) shall receive $0.13 per hour in addition to their base salaries.

G. Voluntary Idaho POST PT test will be offered twice per year in the months of March and September. Scheduling will be up to the shift Sergeants and Support Services. S.W.A.T. team members are not eligible for this bonus. Each passing score as determined by Idaho POST will entitle the Employee to $0.50 per hour in addition to his/her base salary. Employees that pass the March test will receive the additional pay for the period of April 1 through September 30, Employees that pass the September test will receive the additional pay for the period of October 1 through March 31. If an Employee does not pass the Idaho POST PT exam, then the $0.50/hour incentive pay will be removed from such Employee's base salary for the subsequent period until the Employee successfully passes a future Idaho POST PT exam. Any new participating Employee who tests in March and passes will have his/her pay adjusted as of April 1. Any new participating Employee who tests in September and passes will have his/her pay adjusted as of October 1.

H. Full-time sworn personnel who are assigned as the Department's Breath Test Specialist shall receive $.25 per hour in addition to their base salary.

I. Full-time sworn personnel who are assigned to positions other than the Patrol Section will receive assignment compensation in addition to their base wage. The amount of compensation will be 6% for Investigation section officers and 5% percent for other officers of their base wage during said assignment and will only be in effect during the officer's actual assignment to these assignments. Specialty Compensation shall not be paid to officers on worker's compensation, or officers on extended sick leave in excess of 80 work hours.

J. Full-time sworn personnel who are assigned by the Chief of Police to serve as an instructor for a subject matter designated by the Idaho Peace Officer Standards and Training (POST) Council as a "High Liability" discipline (including, but not limited to, firearms, Emergency Vehicle Operations Course (EVOC), TASER, Defensive Tactics (ARCON), active shooter response, or less lethal) shall receive an additional $0.50 per hour in addition to their base salary for so long as they remain assigned in such instructor capacity. Assignment as a High Liability instructor is solely at the discretion of the Chief of Police. This incentive shall not be cumulative or stack with additional High Liability or general instructor assignments, and an Employee shall receive only one High Liability instructor incentive regardless of the number of qualifying instructor assignments held. Sworn personnel shall receive only the hourly amount associated with the highest instructor certification attained (High Liability or general).

K. Full-time sworn personnel who are assigned by the Chief of Police to serve as an instructor for a general subject matter (or otherwise not receiving the High Liability endorsement) shall receive an additional $0.25 per hour in addition to their base salary for so long as they remain assigned in such instructor capacity. Assignment as a general instructor is solely at the discretion of the Chief of Police. This incentive shall not be cumulative or stack with additional general liability or High Liability instructor assignments, and the Employee shall receive only one instructor incentive regardless of the number of qualifying instructor assignments held. Sworn personnel shall receive only the hourly amount associated with the highest instructor certification attained (general or High Liability).

L. Communications Employees who obtain Idaho POST Communications certifications shall receive certification pay in addition to their base salary as follows: Intermediate Certification – $0.25 per hour; Advanced/Supervisor Certification – $0.35 per hour; Master Certification – $0.45 per hour. Certification pay shall not be cumulative. A Communications Employees shall receive only the hourly amount associated with the highest Idaho POST certification attained.

Section 5: Education Incentive Pay. Employees with one or more Bachelor's degrees related to their field of work in accordance with Idaho POST standards shall be compensated $0.50 per hour in addition to their base salaries. Employees are responsible for providing certified copies of their degrees to the Human Resources Department. The education incentive will be added to the Employee's base salary effective the day that complete and adequate documentation is received by the Human Resources Department.

ARTICLE 12. WORKING IN A HIGHER CLASSIFICATION

Any regular Employee covered by this Agreement who is required to accept the responsibilities of and carry out the duties of a position or rank above that which he/she normally holds, as appointed by the Chief of Police or his/her designee, for a period of 40 or more consecutive work hours, excluding normal days off, shall be paid at the rate for such higher position or rank that is the closest to but more than their regular hourly rate; provided, however, that this provision shall not apply when an Employee is required to accept such responsibilities while the person who holds such position or rank is on vacation or an approved leave of absence.

ARTICLE 13. VACANCIES AND PROMOTIONS

Section 1: Promotional Testing. When a vacancy occurs in any covered position, excluding Evidence Custodian, Records Specialist, Police Computer Systems Specialist, Patrol Officers and Communications Specialist, it shall be filled by promotion from a list of eligible candidates. The promotion process shall be completed within 60 days of the time upon official severance of the Department member from the Department unless management has decided to reorganize or reduce the work force. The City will regularly develop or update standard qualifications for each position. These qualifications will be posted with the promotional announcement. Once posted, the qualifications shall not be changed to accommodate any specific non-qualifying candidate.

For each vacancy, a standard testing procedure shall be developed by the Department and used for all applicants for current vacant positions during the current testing period. The Chief of Police may elect to have promotional testing developed and conducted using a professional assessment center model. The assessment center may be developed and administered by the Department, by an external professional testing service, or through a combination of internal and external sources. Promotional testing may include, but is not limited to the following:

1. A standardized test developed by the Department, which includes written, oral, scenario-based components, situational judgment evaluations, presentations, reporting writing or administrative exercises, peer review, and any other professionally recognized promotional testing methods commonly used by law enforcement agencies.
2. The test developed by the Department shall be used for all applicants during the current testing period. All testing results will be retained by the Human Resources Department and will not be graded until all applicants have completed the testing.
3. Written, oral, and scenario-based questions/presentations will be developed by the Department to assess an applicant's suitability for the position. These components will be designed to reflect the skills, knowledge, and abilities reasonably related to the position for which the applicants are testing
4. A panel composed of individuals selected by the Chief of Police (either inside or outside of the Department) will administer the oral and scenario-based components of the test. Applicants will also take a written test, which will not be administered by the panel.
5. All applicants will be tested using the same testing materials. Panel members will then individually score the applicant's responses and performance on paper. Raw test scores will be collected by Human Resources and will be totaled once all testing is complete.
6. Once testing is complete, and the scores totaled, all applicants will be ranked based on their final scores. The Department retains discretion to determine the structure, weighting, and components of the promotional process, provided the process is applied consistently to all candidates participating in the examination.
7. The top three applicants and their resumes and qualifications shall be submitted to the Chief of Police for consideration. The Chief of Police shall select from among any of the top three candidates on the promotional eligibility list to fill the vacancy. Nothing in this section shall require the Chief of Police to select the highest ranked candidate. The Chief may select any candidate from the top three based on the needs of the Department, leadership considerations, qualifications, and overall suitability for the position.
8. The remaining applicants will then be placed on a promotional eligibility list, which shall be valid for 6 months from the date the testing is certified by the Department unless the list is exhausted through promotion or the Department dissolves the list due to operational needs. If additional vacancies occur within that timeframe, the Chief of Police shall select from among any of the top three candidates on the promotional eligibility list (e.g., if candidates ranked one and two are promoted, the top three will consist of candidates ranked three, four, and five). Nothing in this Article shall require the Chief of Police to select the highest ranked candidate. This process will continue until all candidates on the eligibility list are promoted or the 6-month period expires, whichever comes first.
9. Any candidate who is offered promotion declines the promotion, the candidate shall be moved to the bottom of the current promotional eligibility list. If the candidate declining the promotion is the last remaining candidate or the only candidate on the eligibility list, the eligibility list shall be dissolved, and the Department may initiate a new promotional testing process. A candidate who declines promotion shall remain eligible for future promotional opportunities during the life of the eligibility list unless otherwise disqualified under this Article.

The City retains the authority to modify or update promotional testing components between promotional cycles in order to maintain modern, valid, and professionally recognized law enforcement promotional practices. Such modifications may include changes to the following: written examinations, assessment center exercises, scoring methodologies, evaluation panels, or testing structure.

Section 2: Promotional Eligibility – Internal Investigation Findings. Any Employee who has been the subject of an internal investigation resulting in a sustained finding of misconduct (*level 3 or higher in the discipline matrix*) shall not be eligible to participate in a promotional testing process for a period of 12 months from the date the disciplinary determination is issued. After the 12-month period has elapsed, the Employee may participate in the next available promotional testing process provided they otherwise meet the qualifications for the position.

Section 3: Promotional Eligibility – Disciplinary Suspension. Any Employee who has received a disciplinary suspension within the previous 12 months from the date of the promotional posting shall not be eligible to participate in a promotional testing process until 12 months have elapsed from the effective date of the suspension.

Section 4: Wage Adjustments After Promotion.

1. Upon promotion from Communications Specialist to Communications Watch Supervisor, or from Communication Specialist to Records Supervisor, the Employee shall have her/his salary adjusted to a step in the Communications Watch Supervisor/Records Supervisor pay scale that is closest to, but not less than, the Employee's current base salary. The Employee will also be assigned a new salary date that is the same as the date of promotion.
2. Upon promotion from Officer to Corporal or Corporal to Sergeant, the Employee shall have his/her salary adjusted to a step in the new position's pay scale that is closest to, but not less than, the Employee's current base salary. The Employee will also be assigned a new salary date that is the same as the date of promotion.

Section 5: Introductory Periods. All newly hired Employees shall be placed on an "Introductory Period" for 16 months from their hire date. Employees promoted to a higher rank will also be placed on 12-month Introductory Period from the effective date of promotion. During the Introductory Period, a new hire Employee may be separated from employment for unsatisfactory performance, and such separation shall not be subject to the just-cause or progressive discipline provisions applicable after completion of the Introductory Period. An Employee promoted to a higher rank who fails to successfully complete the Introductory Period will be demoted to their prior position. After successful completion of the Introductory Period, performance deficiencies shall be addressed as disciplinary matters in accordance with the Agreement and the City's Personnel Policy. All Employees shall be evaluated quarterly during their Introductory Period.

Section 6: Renegotiation. Either Party may reopen this Article by giving written notice to the other Party no more than 60 days before October 1st of any year, if the provisions of this Article no longer meet the Parties' needs.

ARTICLE 14. REDUCTION IN FORCE

All Employees who've completed their probationary period shall be entitled to thirty (30) calendar days' written notice prior to being laid off due to a reduction in the work force. In the case of a layoff, Employees will be laid off in the following order: (a) part-time; (b) probationary; and (c) full-time. Employees with the least seniority in their classification shall be laid off first.

ARTICLE 15. UNION ACTIVITY

With the approval of the Chief of Police or his/her designee, Union Officers and members of the Executive Committee may conduct Union business on City time so long as the Union business does not interfere with the normal operations of the Department. Fundraising and political activities shall not be conducted while on duty.

ARTICLE 16. ON-DUTY INJURY/ILLNESS

Section 1: City's Workers' Compensation Policy. Employees shall follow the City's Workers' Compensation Policy, except as modified herein.

Section 2: Use of Leave. Employees may use any type of accrued leave during the first 5 days they are off work due to an on-duty injury/illness, unless the on-duty injury/illness requires overnight hospitalization or the time loss exceeds 14 days.

Section 3: Peace Officer and Detention Officer Temporary Disability Act. All work-related injuries or illnesses sustained by Employees that meet the criteria identified by the Peace Officer and Detention Officer Temporary Disability Act will be submitted for review to the City's Risk Manager. If it is determined that an Employee's work-related injury/illness meets the criteria, the Employee will be provided their full base salary between Worker's Compensation and the City, with an expectation that the City will be reimbursed by the Peace Officer and Detention Officer Temporary Disability Fund for any amount of salary paid to the Employee not covered by Worker's Compensation. Reimbursement is subject to available funds within the Peace Officer and Detention Officer Temporary Disability Fund. If funds are unavailable, the City's supplemental compensation to keep the Employee whole will not apply. In that case, the injured Employee must use accrued leave for the salary difference that is not covered by Workers' Compensation income benefits or take leave without pay. If the injury/illness does not meet the criteria above, the Employee will only receive their Worker's Compensation income benefit. Any remaining portion of their salary not covered by that benefit must be paid through the Employee's use of accrued leave or taken as leave without pay.

ARTICLE 17. SHIFT ROTATION

Section 1: Patrol Personnel. Patrol personnel shall select shifts and regular days off through a formal bid process. The Department shall provide a bid sheet and conduct the initial bid no fewer than six (6) weeks before the first scheduled patrol shift rotation following the effective date of this Agreement. Patrol shift rotations shall occur every four (4) months. The Department shall conduct each subsequent bid no fewer than six (6) weeks before the start of each four-month rotation. Each shift rotation and bid assignment shall become effective at the beginning of the first pay period following the scheduled four-month rotation date. The four-month rotation period shall be measured from the effective date of each shift rotation. Shift bidding seniority shall be determined as follows:

- For Officers, seniority shall be based on the employee's hire date.
- For Corporals and Sergeants, seniority shall be based on the employee's promotion date to their current rank.

Officers who have successfully completed the Field Training Program may participate in shift bidding based on seniority. Upon successful completion of the Field Training Program, the employees initial watch assignment and regular days off shall be determined by the Chief of Police or the Chief's designee. The employee shall then be eligible to participate in the next available shift rotation bid following such assignment.

Section 2: Specialty Assignments. Officers in specialty assignments will not participate in the regular bid process. Their watch assignments and days off will be assigned by the Chief of Police or his/her designee. During times when these Officers are assigned to patrol and are not working their "special" duties, they may bid amongst themselves according to seniority for which watch they prefer to work.

Section 3: Emergency Reassignments. During times of emergency, disasters, watch shortages, or unforeseen circumstances as determined by the Chief of Police, the Chief of Police may reassign officers on the watches. Any reassignment will be done according to seniority on a volunteer basis. The Union will be advised of any reassignments due to these circumstances at the time the reassignment occurs. An officer transferred from the watch of his/her choice will be returned to that watch after the need for the Officer(s) has subsided.

Section 4: Communications Personnel. Communications personnel shall rotate shifts at 4 month intervals. Watches and days off will be selected and granted based on a rotational system. This will be accomplished by using a bid sheet. The bid process will take place no less than one month before the first shift rotation of the year, and the resulting assignments will be posted no less than one month before that rotation begins. New bid cycles will start at the beginning of a pay period, even if that date falls outside the four-month rotation period.

The rotation will be determined by the following method: When a Communications Specialist is off his/her probationary period, his/her name will be put at the bottom of the rotation. At each rotation, each of the names of the Communications Specialists' bid rotations sheet will move up on the sheet, i.e. the third person to bid on the bid sheet will become the first person to bid on the current sheet. The top two (2) names will rotate to the bottom of the sheet. Communications Watch Supervisors will follow the same method established in these sections, except the names will be moved one (1) position at a time on the Communications Watch Supervisors' bid rotation. The second person to bid on the previous bid will become the first (1) person on the bid sheet.

Dispatch probationary Employees will not be permitted to bid, and will have their watch and days off assigned by the Communications Manager/Commander or designee. After their probationary period these Employees will be permitted to bid on the next available rotation cycle.

Section 5: Records Personnel. All Records employees' schedules will not be subject to the bid process, and their schedule (days worked and hours) will be determined by the Communication's Manager/Commander leading the unit.

Section 6: Shift Differential. Employees assigned to a qualifying graveyard shift shall receive a shift differential equal to 2.5% of their base wage. Employees assigned to a qualifying swing shift shall receive a shift differential equal to 1.5% of their base wage. At the beginning of each shift rotation, the Chief of Police shall designate the shifts that qualify for the shift differential.

ARTICLE 18. INVESTIGATIONS

Section 1. Personnel and internal affairs investigations shall be conducted pursuant to the City's Personnel Policy or the Department's policy, depending on whether the City or Department initiated the investigation. However, in the case of alleged misconduct involving harassment, discrimination, or retaliation, the Human Resources Director and the City Attorney may participate in any disciplinary proceeding arising from a personnel or internal affairs investigation following completion of that investigation.

Section 2. All Employees of the Department are at-will, but the City has the right to discipline Employees for cause. Employees should not interpret anything in this Policy as creating a contract or guarantee of continued employment. No provisions of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the City will strive to adhere to the principles of progressive discipline. If used, the progressive discipline will be dependent on the severity of the infraction, and the City is not required to adhere strictly to the order or system set forth in the City's Personnel Policy. The City may discipline or discharge Employees in accordance with the City's Personnel Policy.

A disciplinary Record of Discussion and a disciplinary Official Reprimand may, upon the approval of the Chief of Police, after a specified period of time from the date of the incident, and upon the Employee's written request, be returned to the Employee, unless in the intervening period related infractions have occurred. In this case, the specified timeframe starts over from the date of the most recent related infraction. The specified timeframe will be determined by the Chief of Police upon the implementation of the discipline and will be officially recorded in the discipline document.

Section 3. Use of Deadly Force Situations: When an Employee, whether on- or off-duty, uses deadly force which results in the injury or death of another person, or discharges a firearm in which no injury occurs, the Employee shall not be required to make a written or recorded statement for at least 72 hours after the incident, except that immediately following the incident, such Employee may provide statements related to any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected Employee may waive the requirement to wait 72 hours.

Officers involved in a deadly force situation or other critical incident, as determined by the Chief of Police, shall be placed on paid administrative leave and will not be forced to use accrued leave time during this period leave. The Employee will continue to accrue all medical, insurance, and other benefits provided in this Agreement during the period of paid administrative leave.

Section 4. Consequences of refusal to submit to polygraph examination.

(A) If an Employee refuses to submit to a polygraph examination:

1. No law enforcement agency may take any disciplinary or retaliatory action against the Employee; and
2. No investigator may make a notation of such a refusal in the investigator's report or in any other manner maintain evidence of such a refusal.

(B) Evidence of any refusal by an Employee to submit to a polygraph examination is not admissible at any subsequent hearing, trial, or other judicial or administrative proceeding.

ARTICLE 19. GRIEVANCE AND ARBITRATION

Section 1: Definition of Grievance. A grievance is a dispute or claim arising under and during the term of this Agreement concerning the interpretation, application, or alleged violation of an express provision of this Agreement or Department rule, regulation, policy, or procedure. A grievance also includes a disciplinary record of discussion, official reprimand, suspension, or transfer. A grievance does not include decisions related to termination or matters for which another method of review is provided by statute or disciplinary appeal procedure, unless expressly stated in this Agreement.

Section 2: Grievance Procedure. Employees shall have the right to file a grievance pursuant to the procedures described herein.

(A) ***Informal Step.*** An Employee, with or without a Union representative, will first discuss the matter with the Employee's immediate supervisor within 10 calendar days after the event giving rise to the grievance or after the Employee knew or reasonably should have known of the event. The supervisor will respond orally or in writing within 5 calendar days.

(B) ***Step 1.*** If the grievance is not resolved informally, the Employee or the Union may submit the grievance in writing to the Chief of Police or designee within 10 calendar days after the informal response or the date the response was due. The written grievance must identify the facts, the specific provision(s) of this Agreement or Department rule, regulation, policy or procedure alleged to have been violated, and the remedy requested. The Chief of Police will issue a written response within 10 calendar days.

(C) ***Step 2.*** If the grievance is not resolved at Step 1, the Employee or Union may appeal in writing to the Mayor within 10 calendar days after receipt of the Step 1 response. A meeting will be held within 15 calendar days, unless the parties agree otherwise, and the Mayor will provide a written decision within 10 calendar days after the meeting or 15 calendar days if the parties elect to not have a meeting.

Section 3: Grievance Arbitration. If the grievance is not resolved at Step 2, the Union, in its sole discretion, may submit the grievance to final and binding arbitration by written notice to the City within 15 calendar days after receipt of the Step 2 decision or the date the decision was due. An Employee shall have no independent right to demand or pursue arbitration under this Agreement without the Union's involvement and endorsement. Following the Union's timely submission of a grievance to arbitration, the parties will attempt to mutually agree on an arbitrator. If they cannot agree within 7 calendar days, either party may request a panel from the Federal Mediation and Conciliation Service, and the arbitrator will be selected by having the parties flip a coin to determine who will go first, then each party will alternatively strike one name from the list until such time that the parties either agree or there is only one name remaining, in which case that person will be the arbitrator for the parties.

(A) Arbitrator's Authority. The arbitrator will have no power to add to, subtract from, modify, ignore, or alter any provision of this Agreement or applicable law. The arbitrator's authority is limited to determining whether the City or the Union violated the express terms of this Agreement or Department rule, regulation, policy, or procedure, and, if so, the appropriate remedy consistent with this Agreement and applicable law. The arbitrator will not have authority to issue an award that requires the City to appropriate additional funds, make expenditures in excess of an existing lawful appropriation, or adopt or commit to any budget item, staffing level, compensation increase, benefit increase, or other financial obligation for the current fiscal year or any subsequent fiscal year, unless the governing body has already approved and appropriated funds for that purpose.

Section 4: Financial and Budgetary Matters. Union understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30, without approval of 2/3 of the qualified electors of the city. Any indebtedness or liability incurred contrary to this constitutional limitation is void. Therefore, nothing in this Article permits an arbitrator to bind the City with respect to matters reserved by law to the City's budgeting or appropriations process. If a grievance otherwise falls within the scope of this Article, the arbitrator may decide the contractual issue presented, but any remedy that would require a new appropriation, a reappropriation, or a financial commitment beyond the funds already appropriated will be advisory only. To the extent possible, the arbitrator will fashion a remedy that enforces this Agreement without requiring action inconsistent with the City's lawful budget authority.

Section 5: Discipline Cases. If this Agreement permits disciplinary matters to be submitted to arbitration, the arbitrator may review whether just cause existed and may affirm, reverse, or modify the discipline consistent with law and this Agreement. Any monetary remedy, including back pay or restoration of benefits, will be limited to amounts lawfully available under an existing appropriation and otherwise permitted by law and this Agreement. Disciplinary actions involving a record of discussion or official reprimand may be processed through the grievance procedure set forth in this Article but are not subject to arbitration. Decisions related to termination are not grievable or arbitrable under this Article. If disciplinary matters are otherwise excluded from arbitration by this Agreement, law, or by another process of appeal, such matters are not arbitrable under this Article.

Section 6: Time Limits. The time limits in this Article are mandatory unless extended by mutual written agreement. A grievance not advanced by the Employee or Union within the stated time limits will be deemed withdrawn. A response not issued by the City within the stated time limits will permit the Employee or Union to advance the grievance to the next step.

Section 7: Representation. Employees will have the right to Union representation at any meeting conducted under this Article that may reasonably lead to discipline or that is a formal grievance meeting, to the extent required by law and this Agreement.

Section 8: Costs. The fees and expenses of the arbitrator will be shared equally by the City and the Union. Each party will bear its own attorney fees, witness fees, transcript costs, and other expenses, unless otherwise provided by law or agreed by the parties.

Section 9: Award. The arbitrator's award will be in writing and will set forth the findings and conclusions on which the decision is based. Subject to the limitations in this Article regarding appropriations, budget authority, and future fiscal commitments, the award will be final and binding on the City, the Union, and the Employee.

ARTICLE 20. ALCOHOL AND SUBSTANCE ABUSE

The Parties have agreed upon the application of the City's Drug Free Workplace policy. In reference to Department personnel, within the policy's subsection on Post-Accident Testing, the City's Risk Manager, Human Resources Representative, Chief of Police, or designee may initiate testing when such circumstance involves: death, serious personal injury requiring immediate emergency room or urgent care treatment, when the Employee causes an accident that damages a city vehicle that renders it inoperable or requires the vehicle to be towed, severe damage to the function of machinery, equipment, or property or results in an injury to themselves or another individual requiring immediate off-site medical attention. In circumstances where there is damage or injury that was not the fault of the Employee, the Employee should be drug and alcohol tested only if there is reasonable cause. Each Employee who is involved in an officer-involved shooting or whose conduct resulted in substantial bodily harm or death of another person must submit to drug and alcohol testing, including, without limitations, testing for the use of cannabis, prescription drugs, illegal drugs and alcohol.

ARTICLE 21. VACATION LEAVE

Employees will follow the City's Vacation Leave policy, as amended from time to time, except as modified herein.

Should an Employee be required to work while on vacation due to emergencies, call-out or other hardship, their vacation, compensatory, or bonus holiday will be restored and they will be paid at 1 ½ times their regular rate of pay for the duration of the emergency, call-out or hardship or at least 4 hours of pay minimum. When such an event occurs, the Employee may only receive compensation under this section or compensatory time under Article 8, but not both.

ARTICLE 22. SICK LEAVE

Employees will follow the City's Sick Leave policy, as amended from time to time, except as modified herein. Serious illness is defined as a condition requiring hospitalization or constant care requirements.

If the Employee is absent 3 or more days, the Chief of Police or his/her designee may require a written statement from the Employee's attending physician or dentist that the Employee is or was incapacitated and unable to perform his/her duties during their absence. An Employee who is absent from work on sick leave shall not engage in any activity which would be detrimental to his/her ability to return to work. The abuse of sick leave may be considered as cause for disciplinary action.

Sick leave shall accrue at the rate of 8 hours for each calendar month that an Employee has worked regularly scheduled hours or has been on an authorized leave which provides for full pay for at least 10 working days in that month.

ARTICLE 23. PERSONNEL FILES

Section 1. Official Personnel Files. Employees may request an electronic copy of their personnel file from the Human Resources Department. The Human Resources Department shall provide the Employee's personnel file as soon as possible, but not more than 2 business days from the date of the request. Employees may submit rebuttals of information contained in their files to the Human Resources Department, and these rebuttals shall be included in their personnel file. Only one official file shall be maintained by the City, but the Department may keep separate files related to Department internal affairs investigations or a supervisor's file (hereafter "Department personnel files"). Requests for information from outside agencies, either during or after employment, must have the Employee's written consent in order to be released by the Human Resources Department.

Section 2. Department Personnel Files. Department personnel files are not open to the general public or to other Employees. An Employee, or the Employee's authorized representative with the Employee's written permission, may review Department personnel files about the Employee in the presence of the appropriate supervisor.

ARTICLE 24. DURATION/NEGOTIATION FOR RENEWAL

The effective date of this Agreement shall be October 1, 2026, and shall remain in full force and effect until September 30, 2029.

Union shall provide written notice of its intent to negotiate a new collective bargaining agreement no later than February 1, 2029. The City shall acknowledge receipt of the notice in writing and shall submit such request to the City Council within 30 calendar days of receipt for the City Council's approval to commence negotiations for a new agreement. Upon approval by the City Council to negotiate a new agreement, a committee from the Union and the City shall schedule an initial negotiation session at a mutually convenient time. Negotiations shall be carried on between a committee from the Union and the City, subject to final approval by the Union's main body and the City Council.

If a new agreement has not been reached between the City and Union upon expiration of this Agreement, this Agreement will remain in effect and unchanged until a new agreement is reached.

ARTICLE 25. NON-DISCRIMINATION CLAUSE

The City and the Union pledge strong support and commitment to Federal and State goals of equal employment without regard to race, religion, gender, age, national origin, sexual orientation, covered handicap or any other unfair preferential treatment. This commitment covers recruiting, selection, promotion, training and education, and the Employee's work environment. In no instance shall the City be held in a position of double indemnity as a result of this Article or matters arising out of this Article.

Should any Employee choose under this Article to utilize the grievance procedure for redress and also utilize an outside agency for redress, then any award received shall be mitigated in kind by any additional award received, i.e., there shall be no pyramiding of awards.

ARTICLE 26. SEVERABILITY

If any article, or portion hereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void, and of no further effect. However, such articles or portions of articles shall be severable from the remainder of the Agreement and all other provisions hereof shall continue in full force and effect.

ARTICLE 27. ENTIRE AGREEMENT

This Agreement, as expressed herein, constitutes the entire agreement between the Parties, and there shall be no amendment, except in writing and with the agreement of both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and ratified by the parties on the _ day of _______, 2026.

CITY OF LEWISTON	**FRATERNAL ORDER OF POLICE**
	LEWIS-CLARK LODGE #10
______________________________	______________________________
Daniel G. Johnson, Mayor	Joshua Rigney, President
ATTEST:	
______________________________	______________________________
Tanya M. Brocke, City Clerk	James Allen, Vice President

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-34	**AGENDA NO.** IV. B. **AGENDA DATE:** August 3, 2026

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

The Purchasing Policy was last updated on August 25, 2025, by Resolution 2025-34. Resolution 2026-34 repeals the prior version and adopts the updated Purchasing Policy dated August 2026, attached as Exhibit A.

The August 2026 update builds upon the Purchasing Policy adopted in August 2025 and incorporates operational improvements, clarifications, and risk management enhancements intended to improve consistency, compliance, and administration of the City's procurement processes.

Key updates include:

• **Policy (Section 1):** Added language clarifying that Idaho procurement statutes may be used for guidance when City policy does not specifically address a procurement activity. Additional language clarifies how conflicts between the Purchasing Policy and forms, workflows, checklists, or future changes in state or federal law will be handled.

• **Insurance Requirements (Sections 5.11 and 5.12):** Added Cyber Liability Insurance and Professional Liability Insurance requirements where appropriate to better address technology, data security, and professional services risks.

• **Surplus Property (Section 5.16):** Clarified the treatment of trade-in property and incorporated Idaho Code § 67-9223 regarding trade-in transactions.

• **Public Works Construction (Section 7.2)**: Added language clarifying the requirements of Idaho Code § 54-1218 for projects over $10,000 involving public health or safety.

• **Professional Design Services and Consultant Roster (Section 7.3):** Clarified the Consultant Roster and formal Request for Qualifications (RFQ) procedures under Idaho Code § 67-2320, including updated terminology, selection requirements, and qualifications-based evaluation criteria.

• **Professional Services (Section 7.4):** Clarified the procurement of professional services by establishing selection criteria, written agreement requirements, optional use of Requests for

Proposals (RFPs), and publication requirements for qualifying personal service contracts in accordance with Idaho Code § 67-2810.

• **Information Technology (Section 7.5):** Added a requirement that an ISS software approval audit certificate be attached to the requisition to document ISS review and approval of software purchases.

• **Requisitions and Purchase Orders (Sections 8.2 through 8.4):** Clarified requisition and purchase order procedures, including Blanket Purchase Order administration, procurement documentation requirements, and advance payment requirements.

• **Administrative Improvements (General):** Corrected minor errors, updated terminology, improved readability, and reorganized content to provide a more user-friendly reference for staff.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

None

ACTION PROPOSED

Staff recommends that the City Council approve Resolution 2026-34, repealing and replacing the current City of Lewiston Purchasing Policy and adopting the updated Purchasing Policy dated August 2026.

RESOLUTION 2026-34

A RESOLUTION REPEALING AND REPLACING THE CITY OF LEWISTON'S PURCHASING POLICY

WHEREAS, the Lewiston City Council adopted the amended "City of Lewiston Purchasing Policy" through Resolution 2025-34; and

WHEREAS, the Lewiston City Council desires to repeal the current "City of Lewiston Purchasing Policy," and adopt a new policy in its place, as set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: The current "City of Lewiston Purchasing Policy" is hereby repealed in its entirety.

SECTION 2: A new "City of Lewiston Purchasing Policy" (Policy) is hereby adopted, as set forth in Exhibit A, attached hereto and incorporated herein. Such Policy supersedes the City of Lewiston Purchasing Policy approved in Resolution 2025-34 in its entirety.

SECTION 3: This resolution shall become effective upon its passage.

PASSED this ______ day of ____ 2026.

CITY OF LEWISTON

By: ______________________________________
Daniel G. Johnson, Mayor

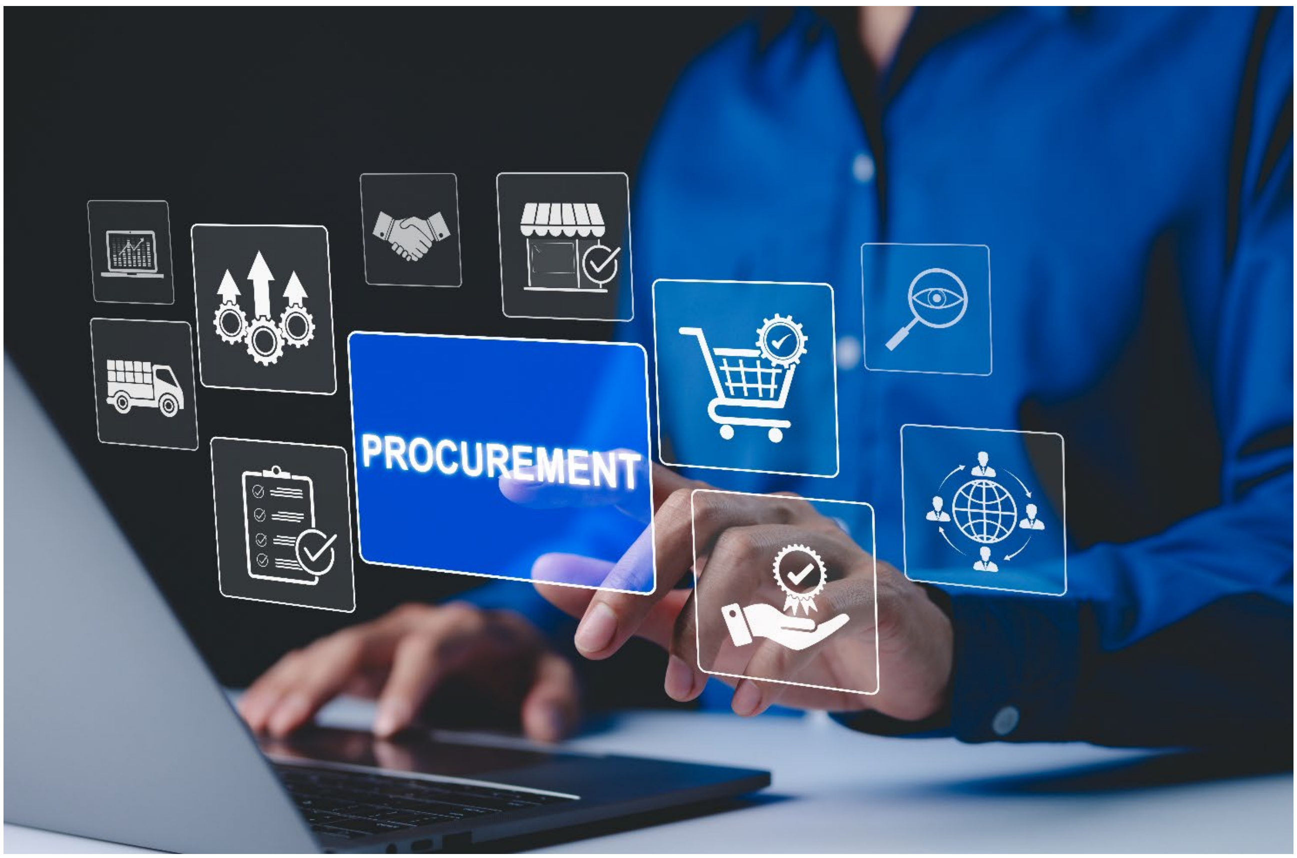
ATTEST:

____
Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2026-34

City of Lewiston

PURCHASING POLICY



August 2026

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SECTION 1: POLICY

To purchase goods and services in a fair and impartial manner and at a competitive price so that public dollars are expended in the most cost-effective manner possible, all while complying with all applicable federal, state, and local laws.

The City recognizes that departments and divisions best understand their operational needs. The Purchasing Division serves as the centralized point of contact and determines the appropriate procurement method. Policies and procedures are designed to ensure timely, cost-effective purchases while maintaining legal and business compliance.

Where applicable law or this policy does not specifically address a procurement activity, the City may consider relevant provisions of Idaho state procurement statutes as guidance when determining an appropriate course of action. Where a conflict exists between this policy and any form, checklist, workflow, guide, or IntraNET procedure, this policy shall control.

In the event federal law, state law, or other applicable legal authority is amended, enacted, or newly interpreted in a manner that is inconsistent with this Purchasing Policy, such as changes to procurement thresholds, declaration requirements, or approval processes, departments shall consult with the Purchasing Division upon identifying a potential conflict. The Purchasing Division will assist in evaluating the issue and, if appropriate, will coordinate the submission of a Request for Legal Services (RLS). The City Attorney will determine whether utilization of the revised legal standard is appropriate prior to formal policy amendment and whether the change may be implemented immediately or if adherence to the current policy must continue until Council approval is obtained. Unless and until the policy is formally amended, employees are required to follow the stricter of the applicable laws or this policy, unless the City Attorney, in consultation with the Purchasing Division, determines that application of the revised legal standard is appropriate in advance of formal policy amendment.

SECTION 2: PURPOSE AND SCOPE

The purpose of the Purchasing Policy is to establish an overall philosophy for purchasing goods and services on behalf of the City while ensuring the responsible use of taxpayer funds. This policy is designed to provide guidance to all individuals making purchases on behalf of the City and serves as the foundation for procurement activities, while recognizing that it cannot address every possible scenario.

This policy applies to all City of Lewiston employees, City Council members, commission members acting on behalf of the City, and anyone acting as an agent of the City when making purchases with City funds.

Considerable authority has been delegated to departments and divisions to make purchasing decisions. Employees involved at every step of the process must take full responsibility for understanding the City's policies, principles, processes, and procedures related to purchasing, payments, and vendor relations.

SECTION 3: ENFORCEMENT

The responsibility for day-to-day compliance with the policy shall rest with the Purchasing Coordinator, under the general direction of the Financial Services Manager and Finance Director.

The Purchasing Division shall distribute the Purchasing Policy annually by email to all Department Directors and designated administrative staff. Department Directors are responsible for ensuring the policy is distributed to employees within their department who are involved in the purchasing process or may delegate this responsibility to a staff member. The Purchasing Policy is available on the City's website, the IntraNet or by contacting Purchasing.

SECTION 4: RESPONSIBILITIES

A purchasing system cannot function properly without the cooperation and assistance of all parties involved.

4.1: Financial Services Manager

The Financial Services Manager's responsibilities are to:

- Recommend approval of the Purchasing Policy and Procedures to the Finance Director
- Oversee the Purchasing Division
- Promote effective and cooperative working relationships between the Purchasing Coordinator and other City Departments in areas relating to the purchasing process

4.2: Purchasing Coordinator

The Purchasing Coordinator's responsibilities are to:

- Administer purchasing policies
- May serve on evaluation committees for IFBs, RFPs, and RFQs
- Institute reports necessary to permit analysis of purchasing performance
- Assist Legal and City Departments with contract term negotiations
- Consolidate purchase of like or common items when feasible and beneficial
- Analyze prices paid for materials and equipment
- Request reconsideration of specifications or quantity of material if it appears that the interests of the City may be better served
- Define how to obtain savings and to coordinate purchasing procedures
- Forward useful information from sales representative interviews and direct mail to the appropriate City Departments

4.3: Department Directors

The Department Director's responsibilities are to:

- Determine the need for goods or services using prudent judgment, within budgetary restrictions
- Forward useful information from sales representative interviews to the Purchasing Coordinator
- Direct sales representatives to the Purchasing Coordinator's office as their first point of contact with the City
- Coordinate with the Information Systems & Security Director for all technology purchases, including software

- Negotiate contract terms and conditions with assistance from Legal, Purchasing and Information Systems & Security (ISS), if applicable
- Ensure that staff responsible for initiating or completing purchases, contracts or other procurement actions receive a copy of the Purchasing Policy, either directly or through an assigned designee

4.4: Employees

Employees (involved with purchases) responsibilities are to:

- Become familiar with the purchasing policy, principles, processes, and procedures
- Apply the Purchasing Policy appropriately to all purchases based on type, value, and funding source
- Acknowledge email receipt of purchasing policy link
- Stay within authorized spending and contract levels

4.5: City Attorney

The City Attorney’s responsibilities are to:

- Draft all resolutions presented to Council
- Review all contracts and agreements valued at $50,000 or more that do not use pre-approved templates drafted by the City Attorney’s Office
- Review of all Mutual Aid Agreements and drafts resolution to present to Council
- Issue legal options for all City departments through the Request for Legal Services (RLS) process.
- Advise departments and the Mayor on legal matters, including compliance with local, state, and federal laws.
- Act as the City’s legal representative in litigation matters

4.6: City Council

The City Council’s responsibilities are to:

- Approving contracts that require Council action in accordance with this policy
- Reviewing and declaring emergencies, sole source procurements, and surplus property sales in accordance with the Idaho Code and this policy
- Approving Purchasing Policy rewrites, updates, and amendments

SECTION 5: PRINCIPLES OF PURCHASING

5.1: Vendor Relations

- The Purchasing Division will promote fairness and professionalism in all vendor interactions
- The Purchasing Division shall greet and meet with sales representatives as promptly and courteously, as time permits
- During evaluation and negotiation periods, only the names of respondents may be disclosed. All information contained in the submittals will remain confidential and will not be disclosed to the public until a recommendation to award is made
- The Purchasing Division will post bid results to inform all respondents of the outcome.

- Bidding participants may protest to the City if they believe they were prejudiced by the City's procurement or award procedures
- Protests regarding the award of a procurement will be handled according to established procedures, and scoring records will be made available for public inspection once a recommendation is made to City Council
- City employees will conduct themselves professionally in all interactions with vendors and their representatives, reflecting positively on the City

5.2: Sources of Supply

The Purchasing Division shall, with the input of the appropriate department, select sources of supply in accordance with Idaho Code §§ 67-2801 through 67-2809 and any other applicable state and federal laws. This shall be accomplished with a focus on fostering strong vendor relationships and promoting the best interests of the City. The City recognizes that openness and fair dealings are the cornerstones of effective, long-term relationships with suppliers. In no event will favoritism be shown to any supplier or respondent.

5.3: City Business License

City Code Chapter 21 requires that all vendors conducting business or maintaining a business presence within the City of Lewiston obtain a City of Lewiston business license. This requirement applies to out-of-town vendors who are awarded work by the City whether through a contract, purchase order, or other purchasing agreement regardless of whether the vendor is local or awarded work by submitting a bid or proposal.

Certain exemptions from the business license requirement are listed in the City Code, Section 21-1. If a vendor qualifies for an exemption, a written statement indicating the exemption category must be submitted and approved both by the Purchasing Coordinator and by the Business License Coordinator prior to initiating an agreement or proceeding with the project.

5.4: Prohibited Conduct

There are several statutes that regulate the conduct of those who make or approve purchases on behalf of the City. Each employee or City official responsible for making or approving purchases is required to become familiar with and act in accordance with the following statutes:

- Bribery and Corrupt Influence Act: Idaho Code Title 18, Chapter 13 and Idaho Code §§ 67-9230 and 67-9231
- Misuse of Public Moneys: Idaho Code Title 18, Chapter 57
- Willful Avoidance of Procurement Statutes: Idaho Code § 59-1026
- Ethics in Government: Idaho Code Title 74, Chapter 4
- Prohibitions against Contracts with Officers: Idaho Code Title 74, Chapter 5

All employees and City officials must refrain from unethical or illegal purchasing practices. Maintaining the impartiality of purchasing decisions, including the appearance of impartiality, is essential to preserving public trust and vendor confidence in the integrity of the City's procurement process.

Below are some of the acts prohibited by the above-listed statutes. The following does not represent a complete list of all prohibited conduct. It is the responsibility of each employee and City official to read and understand the statutes listed above. Any questions as to whether conduct is prohibited and/or unethical should be referred to the Purchasing Coordinator and/or the City Attorney's Office.

5.4.1: Gifts & Gratuities (I.C. §§ 18-1356, 18-1359)
City employees, City Council members, board and commission members, and anyone acting as an agent of the City are expressly prohibited from soliciting or accepting any rebate, merchandise, money, entertainment, gift, travel, meals, or gratuity, of any amount, no matter how trivial it may seem, from any person, company, firm, or corporation to which a purchase order or contract is, or may be, awarded. While Idaho Code §§ 18-1356(5) and 18-1359(1)(b) allow gifts under $50 if incidental to personal, professional or business contacts and do not influence impartiality, employees must treat such offers cautiously. Any questions regarding whether a gift or gratuity is allowed should be directed to the Purchasing Coordinator or the City Attorney's Office before acceptance.

Examples may include shared holiday treats (such as cookies or fruit baskets) placed in a common break area, or modest refreshments served at vendor-hosted meetings, luncheons, or community events. These may be acceptable if unsolicited, of nominal value, and not tied to a pending purchasing decision or contract award.

Employees and officials are strictly prohibited from accepting money, gift cards, or individual gifts, regardless of value or context. In addition, employees and officials must not accept any item if there is a reasonable perception that it could influence, or appear to influence, the City's procurement process. When in doubt, it is best practice to respectfully decline and consult the Purchasing Coordinator or City Attorney's Office with any questions or concerns regarding this policy.

5.4.2: Accepting a Bribe (I.C. § 18-1352)
Accepting a bribe is a felony. Do not accept or solicit money, gifts, merchandise, or other benefits from a vendor or contractor in exchange for a favorable decision, opinion, or recommendation to said vendor or contractor. It is not a defense that the person whom the vendor or contractor attempted to influence did not have the authority to act in the desired way.

5.4.3: Bid Splitting & Avoidance of Competitive Bidding and Procurement (I.C. § 59-1026)
Intentionally splitting the procurement process to avoid competitive procurement thresholds, or willfully bypassing bidding requirements (e.g., falsifying an emergency), is prohibited by law and may result in civil penalties of up to $5,000 per violation and the reasonable costs incurred by the entity bringing the enforcement action. Additionally, it is illegal to willfully or knowingly avoid compliance with procurement or competitive bidding statutes; for example, falsifying an emergency situation to avoid the competitive bid process.

Perception (whether right or wrong) matters. If a reasonable person in the same situation could have anticipated or predicted the full scope of the project or task at the time of the initial purchase, separating related purchases to remain below bidding thresholds may constitute intentional bid splitting and a violation of procurement law.

5.4.4: Conflict of Interest (I.C. Title 74, Chapters 4 and 5)
A conflict of interest is generally defined as any official action, decision, or recommendation made by a public official that would result in a private financial benefit to themselves, a household member, an immediate family member, or a business with which they or those individuals are associated.

The City will not permit circumstances that produce, or reasonably appear to produce, conflicts of interest between the personal interest of an employee or public official and the interests of the City. Therefore, no employee, officer, board or commission member, City Council member, or agent may participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.

All potential conflicts of interest, real or apparent, must be reported to the Purchasing Coordinator (or designee), and for employees, the conflict of interest must also be reported to their immediate supervisor. Upon careful review of the circumstances, the person may be disqualified from participating in the selection, award, and/or administration of the contract involved.

5.4.5: Organizational Conflicts of Interest:
An organizational conflict of interest exists when a contractor's activities, relationships, or other contracts:

- Impair objectivity;
- Prevent impartial advice or assistance to the City; or
- Provide an unfair competitive advantage for any reason (e.g., writing specifications for a solicitation they later bid on)

Employees involved in contracting must identify and report real and apparent organizational conflicts to the Purchasing Coordinator and their supervisor before proceeding. After careful review of the situation, the contractor may or may not be disqualified from providing services.

5.4.6: Reporting Standards of Conduct Violations:
Anyone who knows of or suspects a violation must report it to their supervisor, Division Manager, Department Director, or the Purchasing Coordinator. If reporting through these channels is not clear or appropriate, the concern should be directed to Human Resources or the City Attorney's Office.

5.5: Competitive Procurement

To promote fairness for vendors and the wise use of taxpayer dollars, all goods and services will be obtained through competitive processes, unless exempted (Idaho Code §§ 67-2801, 67-2809 and 67-2320). The process to be followed will be determined by total estimated costs, including shipping, delivery, installation, length (term) of contract, contract extensions, additional project tasks and phases, etc.

5.6: Mutual Aid Agreements

The City enters into agreements with other public agencies to exercise shared powers, privileges, or authorities. A mutual aid agreement is a formal agreement between two or more public agencies relating to the sharing of resources, personnel, and/or equipment. These agreements must comply with applicable provisions of Idaho law, including, but not limited to, Idaho Code §§ 67-2328, 67-2332, 67-2339, and 31-1430.

When entering into an agreement, the potential costs to the City, including the use of resources, personnel, and equipment, must be carefully considered. The agreement shall clearly state whether the City will be reimbursed for these costs or if they will be borne by the City's taxpayers. All Mutual Aid Agreements must be reviewed by the City Attorney's Office, accompanied by a resolution approved by the City Council, and signed by the Mayor.

5.7: Grants

When purchases are funded fully or in part by state or federal dollars, the City will follow the most stringent applicable procurement requirements, which may include a combination of federal, state, and local rules.

The receiving department is responsible for understanding and complying with all grant-related procurement requirements, in addition to City and state policies.

Before making any purchase using federal funds, the Purchasing Coordinator must verify the vendor is not excluded in the System for Award Management (SAM). A dated copy of the SAM report must be retained in the purchasing file.

5.8: Business Preferences

5.8.1: The City supports open competition and does not maintain preferences, quotas, or goals for purchasing from small, minority, or disadvantaged businesses, except as required under certain federally funded programs. However, departments are encouraged to notify these businesses of available bid/quote opportunities and to purchase goods or services from them when possible.

5.8.2: Idaho Code §§ 67-2348 and 67-2349 allow, and in some cases require, the application of a preference for Idaho-based vendors over out-of-state vendors. Such preferences depend on a variety of factors and must be evaluated for each individual purchase. For additional guidance, refer to the Idaho Division of Purchasing's publication titled Understanding & Applying the Idaho Reciprocal Preference Law, which provides further explanation of the statute and its application.

5.9: Tax Exemption

As an Idaho Municipal Corporation, the City of Lewiston is exempt from federal excise taxes and Idaho state sales tax for purchases made in or shipped to Idaho.

Employees must inform vendors of the City's tax-exempt status. If verification is needed, contact Purchasing for Form ST101 or access it via the City IntraNET.

Purchases made in other states are subject to that state's applicable sales and local tax laws.

5.10: Workers' Compensation and General Liability Insurance

All contractors, subcontractors, and businesses providing services to the City while on City property or on another's property at the City's direction, must provide proof of Workers' Compensation and General Liability insurance. The workers' compensation policy must comply with Idaho Code Title 72. Waivers are not permitted, and no other type of insurance can be used as a substitute for Worker's Compensation coverage, unless exempted by law.

Certain occupational exemptions from coverage are allowed and listed under Idaho Code § 72-212. If an exemption applies, a written statement identifying the occupational category must be submitted to the Purchasing Division prior to beginning work. Note: Even when a vendor is exempt from carrying coverage, the requirement does not disappear, it shifts to the City. In these instances, the City pays a premium tax for all vendors performing services on City property (or other's property at the City's direction) that do not have workers compensation coverage on file with the Idaho Industrial Commission at the time the work is performed. The City is also responsible for any associated claims. These costs may be charged to the department that uses the uninsured vendor.

5.11: Cyber Liability Insurance

Vendors providing software, software-as-a-service (SaaS), cloud-based services, data hosting, payment processing services, managed technology services, or services involving access to City networks, systems, or sensitive data shall provide proof of Cyber Liability Insurance.

This requirement applies to vendors that collect, process, store, transmit, or have access to City data, including but not limited to personal identifiable information (PII), financial or payment card information, confidential employee or customer records, and critical infrastructure systems.

The Cyber Liability Insurance policy shall provide coverage appropriate to the nature of the services being provided and the level of risk presented to the City. Coverage limits and specific insurance requirements shall be determined by the Information Systems & Security (ISS) Department in consultation with Risk Management and Purchasing.

Exceptions to Cyber Liability Insurance requirements must be approved in writing by the ISS Department, Risk Management, and Purchasing Division prior to contract execution.

5.12: Professional Liability Insurance

Vendors providing Professional Design Services or Professional Personal Services may be required to maintain Professional Liability Insurance when the services involve the exercise of professional judgment, specialized expertise, design services, consulting services, medical services, legal services, accounting services, auditing services, actuarial services, financial advisory services, insurance consulting services, labor negotiation services, or other professional services that could expose the City to liability arising from errors, omissions, negligence, malpractice, or professional misconduct. The Professional Liability Insurance policy shall provide coverage appropriate to the nature of the services being provided and the level of risk presented to the City. For medical professionals, Professional Liability Insurance may include malpractice coverage, as appropriate to the services being provided. Coverage limits and specific insurance requirements shall be determined by the Purchasing Division in consultation with the requesting department and Risk Management. The City Attorney's Office may be consulted as appropriate.

Exceptions to Professional Liability Insurance requirements must be approved in writing by Risk Management and the Purchasing Division prior to contract execution.

5.13: Encumbrances

Funds are to be encumbered by Purchase Order, using the appropriate expense account, as soon as an expense is known or anticipated. Application of this principle helps to ensure funds are available for obligations and reduces the chances of exceeding available budget.

5.14: Petty Cash Purchases

Purchases of forty dollars ($40) or less may be made through Petty Cash on a reimbursement-only basis, in accordance with established procedures.

Invoices must be signed by the Department Director or designee and must include relevant comments and the correct accounting code before being submitted to the cashier for reimbursement. The employee receiving reimbursement must sign the Petty Cash Receipt to verify receipt of funds.

5.15: Fixed Asset Accounting

Items valued at $1,000 or more with a useful life of at least three (3) years must be recorded and inventoried. Items valued at $5,000 or more will be capitalized and depreciated. When entering a requisition for an asset, the purchaser must change the “Capital Asset” field under the line item from “N” (No) to “Y” (Yes). The appropriate accounting code must be used, and the line-item description should include the brand/make, model, and serial number, if applicable.

5.16: Surplus, Trade-In, Scrap, and Recyclable Property

The Purchasing Division is responsible for disposing of surplus property in a manner that provides maximum benefit to the City. Except for nominal value items, scrap metal, and recyclables, all surplus property must be declared surplus by the City Council before disposal. Property purchased with federal or grant funds must also comply with applicable federal regulations under 2 CFR § 200.313 (Equipment) and § 200.314 (Supplies).

Once declared surplus, the Purchasing Division may sell items by auction or another authorized method in accordance with Idaho Code § 67-5732A. Trade-in items are not considered surplus and may be applied toward the purchase of replacement goods when determined to be in the best interest of the City. Trade-ins shall be administered as part of the procurement process consistent with the procedures described in Idaho Code § 67-9223. No City property may be sold, traded in, or otherwise disposed of without prior approval from the Purchasing Division.

Nominal value items, defined as having zero value or an estimated value less than the cost of disposal (e.g., broken, obsolete, or non-functional), may be disposed of without formal surplus declaration, but still require approval from the Purchasing Division.

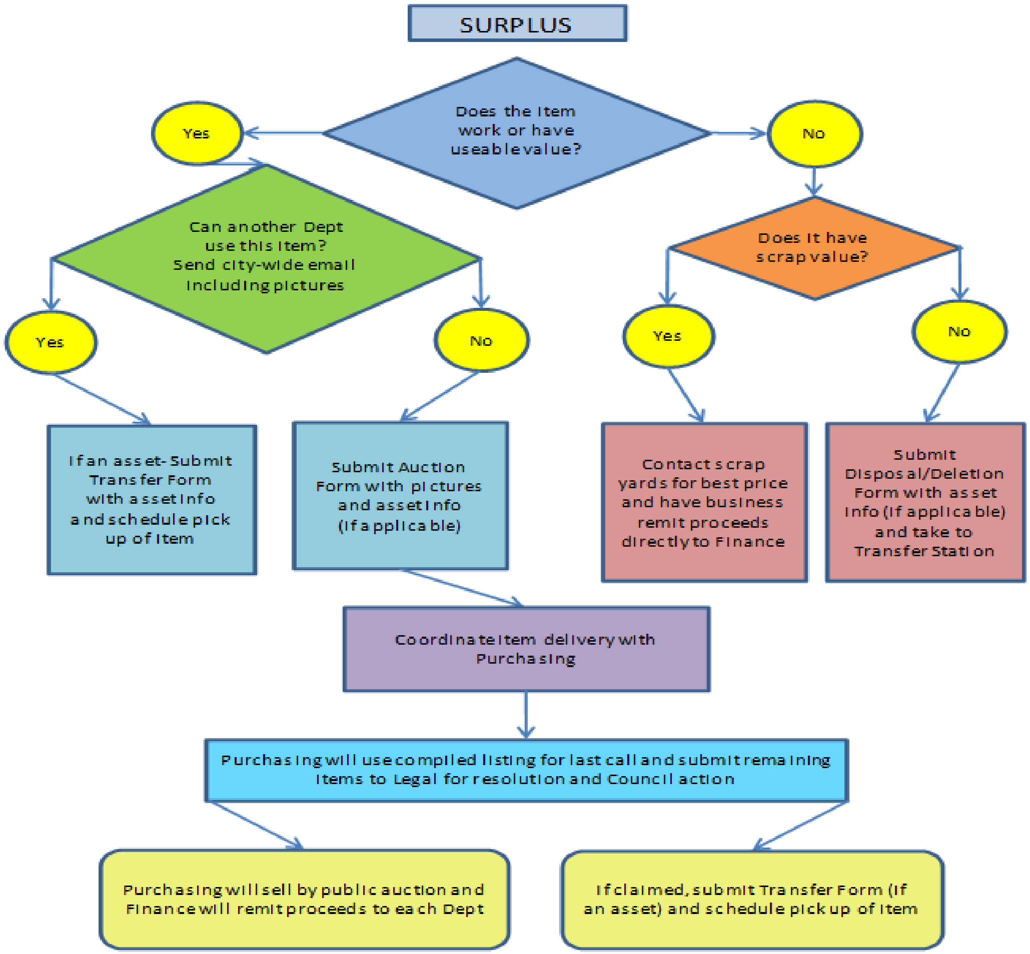
Departments must submit the electronic Surplus Item Submission Form, located on the purchasing page of the IntraNet, and must document the item's condition and disposal method. Each submission is routed to purchasing for review and then forwarded to the appropriate Division Manager or Department Director for final approval.

Purchasing retains all records in accordance with the City's records retention policy and Idaho Code § 67-5732A, as well as the State Personal Surplus Property Policy and Procedures.

Sales of surplus property must be advertised and conducted by public auction unless an alternative method is authorized. City employees, household members, and Council Members are prohibited from bidding on or purchasing surplus City property.

Scrap metal and recyclables are disposed of by the Purchasing Coordinator, or designee, in a manner and at times that achieve the highest return. All proceeds must be submitted to the Finance Department, which is responsible for distributing the funds in accordance with applicable accounting practices and the source of the materials. Scrap and recyclables collected by the Sanitation Division are excluded and managed under Sanitation's procedures.

Withdrawn library materials deemed to have resale value may be sold locally or through used book vendors. Donations may be accepted during book sales. Unsuitable items should be recycled when possible. The Library Director manages this process and must report withdrawn items monthly to the Library Board.



5.17: Suggestions

Suggestions that reduce costs, improve efficiency, or enhance supplier service are encouraged. Cost-saving ideas should not compromise service quality. Submit suggestions by email to the Purchasing Division at purchasing@cityoflewiston.org or send via interoffice mail to the attention of the Purchasing Coordinator.

SECTION 6: SANCTIONS

Employees found to have violated the Purchasing Policy will be disciplined in accordance with the City of Lewiston Personnel Policy and/or any applicable collective bargaining agreement to which they are subject.

PURCHASING PROCEDURES

This section outlines the City's purchasing procedures and the forms that support the process. The City acquires a variety of property and services, including goods and services, public works construction, and professional services.

“Cost” is based on the total value of the project, purchase, or contract and may include shipping, delivery, maintenance, consultant travel, multi-year terms, and anticipated additional tasks or phases. Splitting purchases to stay under competitive thresholds is prohibited by Idaho Code § 59-1026.

Whenever possible, the City will seek to use businesses with a significant Idaho economic presence.

SECTION 7: PURCHASE TYPES AND PROCUREMENT REQUIREMENTS

7.1: Competitive Procurement for Purchases of Goods & Services *Idaho Code § 67-2806*
(excludes public works construction and professional design services)

Under $100,000 – Departmental Discretion
Purchases under $100,000 may be made at departmental discretion and may be conducted with any vendor believed to provide the best value. Competitive quotes are encouraged but not required. When applicable, purchases should be distributed among local vendors offering comparable goods or services.

$100,000 to $250,000 – Informal Bid or IRFP *Idaho Code § 67-2806(1)*
For purchases in this range, an Informal Invitation for Bid (IIFB) or an Informal Request for Proposals (IRFP) may be used. While less formal than sealed bids, these processes still require written specifications and documented competition to ensure fairness and compliance.

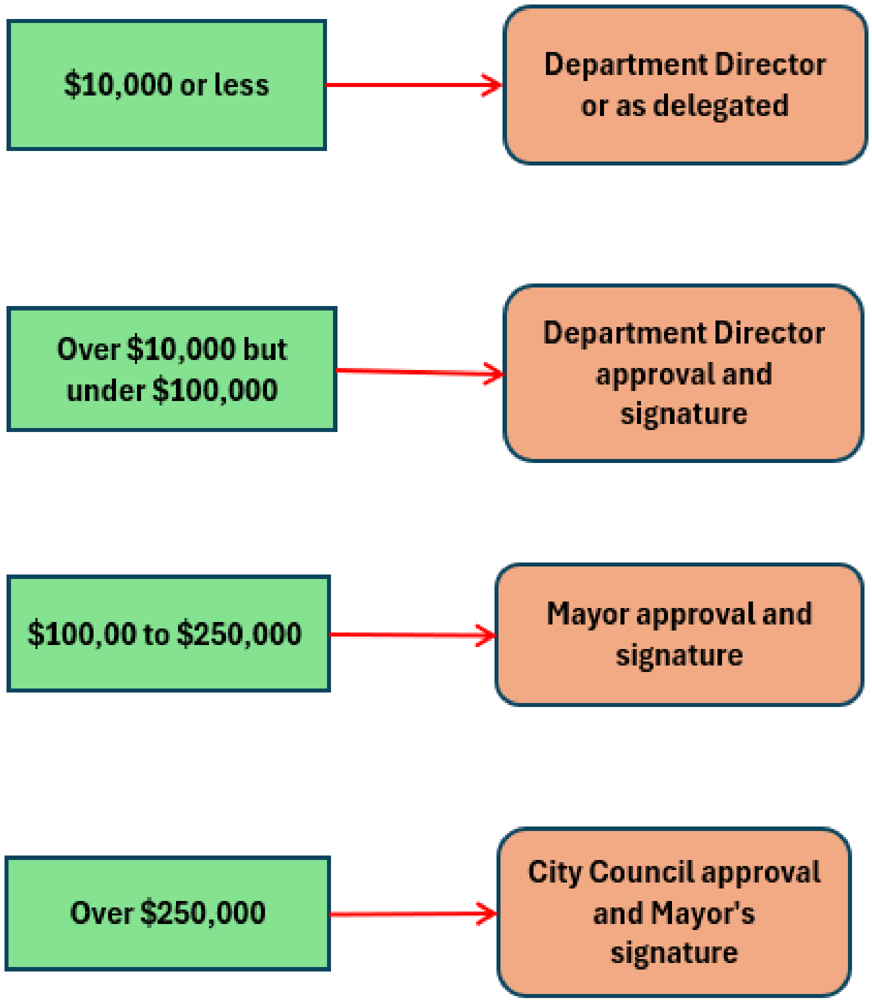
- Specifications must be provided to at least three qualified vendors and include a description, quantity, deadline, and applicable terms
- Vendors must be given at least three (3) business days to respond
- Awards are made to the lowest responsive bidder (IIFB) or the highest-ranked proposer (IRFP)
- Responses must be in writing (mail, fax, email, or delivery)
- Attach contract or agreement to the electronic requisition in Munis
- Records must be retained for at least six months

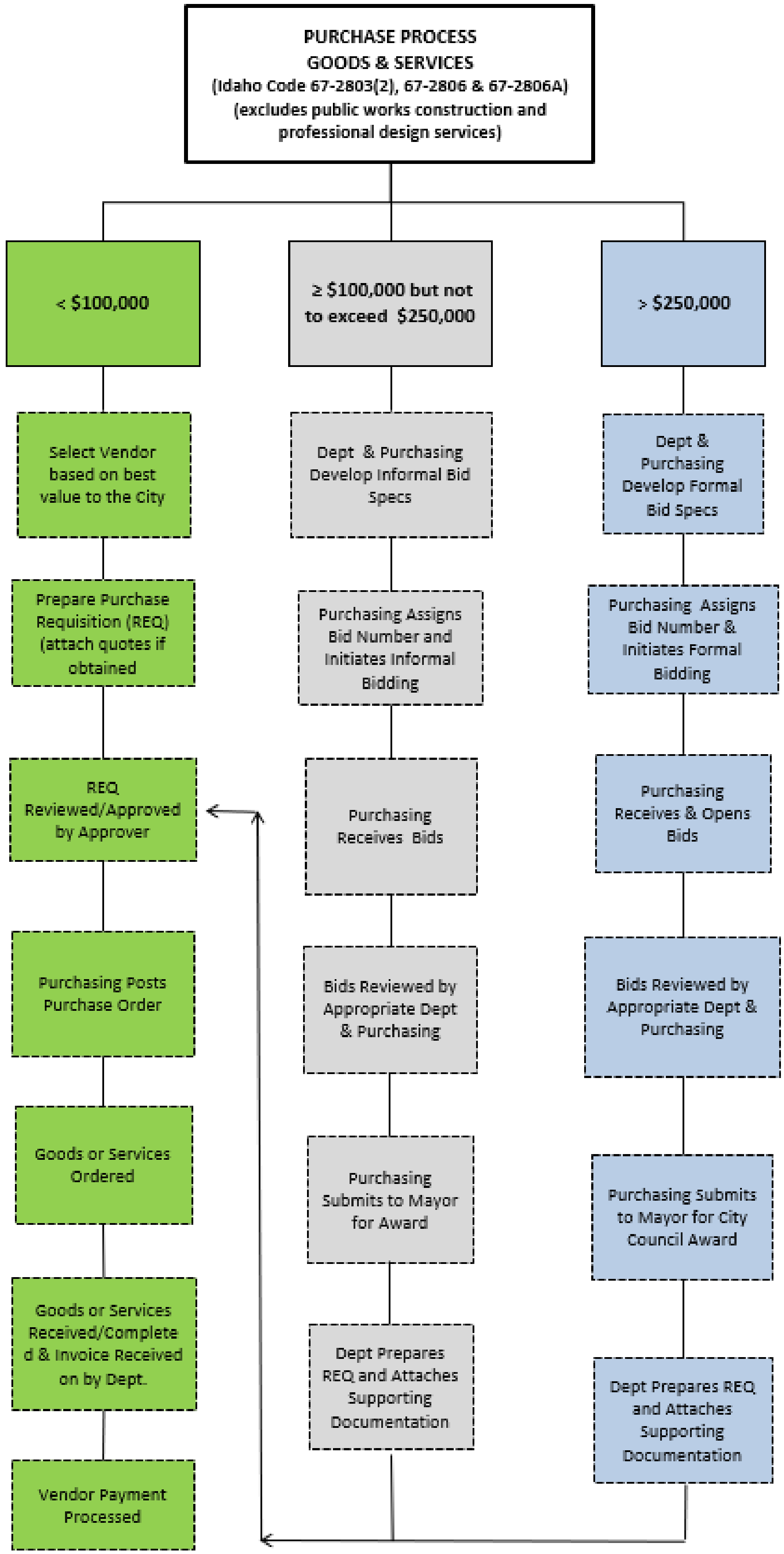
Over $250,000 – Formal Bid or RFP *Idaho Code § 67-2806(2) and § 67-2806A*
For purchases exceeding $250,000, the City must conduct a Formal Invitation for Bid (IFB) or Formal Request for Proposals (RFP). These competitive processes require published notice, formal submittals, and strict procedural compliance to ensure transparency, fairness, and adherence to Idaho Code.

- Use a Formal IFB when price is the primary factor
- Use a Formal RFP when the need cannot be clearly defined or when factors other than price must be considered
- Public notices must include a description of the item or service, where to obtain specifications, the deadline, and bonding requirements, if applicable
- Notices must be published twice in the Lewiston Tribune, with the second at least seven days before the deadline. They will also appear on the City’s website and may be posted on third-party sites. Only the Purchasing Division may publish notices

- Sealed bids or proposals must be clearly labeled and submitted to the Purchasing Division by the specified deadline. Late submittals will be returned unopened
- Bids are opened publicly; proposer names are read aloud at the RFP opening. Proposal contents remain confidential until a recommendation is made to the City Council
- Bid security (5%) and performance/payment bonds (100%) may be required at the Purchasing Coordinator’s discretion
- Bidders may object to specifications up to three (3) business days before bid opening
- An independent cost estimate must be completed before bids or proposals are received
- Contracts are awarded to the lowest responsive bidder (IFB) or highest-ranked proposer (RFP). In the event of a tie, the City Council may select the most advantageous offer
- The Council may reject all bids and re-advertise or authorize open market purchase by resolution
- Minor bid irregularities may be waived if they do not materially affect the outcome
- If no bids are received, Council may proceed with direct purchase

Contract Approval & Execution
Goods & Services




PURCHASE PROCESS
GOODS & SERVICES
(Idaho Code 67-2803(2), 67-2806 & 67-2806A)
(excludes public works construction and professional design services)
< $100,000
≥ $100,000 but not to exceed $250,000
> $250,000
Select Vendor based on best value to the City
Prepare Purchase Requisition (REQ) (attach quotes if obtained
REQ Reviewed/Approved by Approver
Purchasing Posts Purchase Order
Goods or Services Ordered
Goods or Services Received/Completed & Invoice Received on by Dept.
Vendor Payment Processed
Dept & Purchasing Develop Informal Bid Specs
Purchasing Assigns Bid Number and Initiates Informal Bidding
Purchasing Receives Bids
Bids Reviewed by Appropriate Dept & Purchasing
Purchasing Submits to Mayor for Award
Dept Prepares REQ and Attaches Supporting Documentation
Dept & Purchasing Develop Formal Bid Specs
Purchasing Assigns Bid Number & Initiates Formal Bidding
Purchasing Receives & Opens Bids
Bids Reviewed by Appropriate Dept & Purchasing
Purchasing Submits to Mayor for City Council Award
Dept Prepares REQ and Attaches Supporting Documentation

7.2: Competitive Procurement for Public Works Construction *(Idaho Code § 67-2805)*

Public works construction includes construction and maintenance projects on City-owned buildings, roads, and facilities when performed by non-City personnel. Under Idaho Code § 54-1901(2)(c)(iii), this excludes projects involving two or fewer unrelated building trades. Projects ≥ $10,000 that affect public health, or safety must be prepared, and construction reviewed by a licensed professional engineer (I.C. § 54-1218)

The City of Lewiston will utilize the most current edition of the Idaho Standards for Public Works Construction (ISPWC) for public works construction projects. ISPWC specifications align with industry's best practices across Idaho and provide a consistent standard for site work, utilities, and civil infrastructure. When applicable, project documents shall reference ISPWC divisions and sections as the basis for construction requirements. Any deviations or use of alternative specifications must be clearly identified in the project's bid or contract documents and must be approved in advance by the Purchasing Division and the Department Director overseeing the project.

Under $100,000 – Departmental Discretion

Projects under $100,000 may be awarded to any contractor believed to offer the best value. A current Idaho trade license is required to perform services (e.g., electrical, plumbing, HVAC, general contracting).

- Competitive quotes are not required, but are encouraged
- Projects over $10,000 that involve public health & safety shall have written specifications prepared by a licensed design professional, as required by Idaho Code § 54-1218(2)
- Contracts over $10,000 must be signed by the Department Director
- Bid security is at the discretion of the Department (I.C. § 67-2805(2)(a)(iv))
- For contracts over $50,000, payment and performance bonds are required pursuant to Idaho Code § 54-1926

$100,000 to $250,000 – Informal Bid *(Idaho Code § 67-2805(1))*

For projects in this range, an Informal Invitation for Bid (IIFB) is required to ensure documented competition and compliance.

- Written specifications must be prepared by a licensed design professional
- Specifications must be provided to at least three Idaho-licensed public works contractors and include a description of the work, quantity, sample contract, deadline, and any required terms
- Contractors must have at least three (3) business days to respond.
- Responses must be in writing (mail, email, or delivery) and submitted to the Purchasing Division by the stated deadline
- Although not required by Idaho Code, a bid security of at least 5% is recommended.
- Contracts must be attached to the requisition in Munis
- Records must be maintained for at least six months
- Payment and performance bonds equal to 100% of the contract value are required.

- A written contract is required

Over $250,000 – Formal Bid Process *(Idaho Code § 67-2805(2))*
A formal bidding process is required for projects exceeding $250,000. Two categories are permitted:

- **Category A:** Open to all Idaho-licensed public works contractors. The City may only consider the amount bid, bidder compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite license, and shall award the bid to the qualified bidder submitting the lowest responsive bid.
- **Category B:** The City can establish prequalification standards based upon the contractor's demonstrated technical competence, experience constructing similar facilities, prior experience with the City, available nonfinancial resources, equipment and personnel as they relate to the subject project, and overall performance history of the contractor's entire body of work. Category B bidding processes require the City to provide these standards for evaluation to prospective bidders.
- Public notices must include a general description, instructions for obtaining bid documents, due date, location for bid opening, and requirements for bid security and bonds
- Notices must be published twice in the Lewiston Tribune; the second notice must appear at least seven (7) days before the bid opening
- Notices will be posted on the City's website and may also appear on third-party platforms. Only the Purchasing Division may publish notices
- Detailed specifications must be made available. Contractors have up to three (3) business days before the opening to object to specifications
- Bids must include a bid security bond of at least 5% of the bid
- Sealed bids must be submitted to the Purchasing Division, clearly labeled with the bid name and number
- Bids received after the deadline will be returned unopened
- Bids will be opened publicly at the stated time and location
- Contracts are generally awarded to the lowest responsive bidder
- Payment and performance bonds for 100% of the contract amount are required, in a form acceptable to the City Attorney and Purchasing Coordinator
- An independent cost estimate must be completed prior to solicitation
- In the event of tied bids, the Council may select the most advantageous offer
- The Council may reject all bids and, by resolution, either re-advertise or authorize the purchase in the open market
- Minor Irregularities may be waived that do not materially impact the bidding process
- If no bids are received, the Council may proceed with direct purchase
- A written contract is required

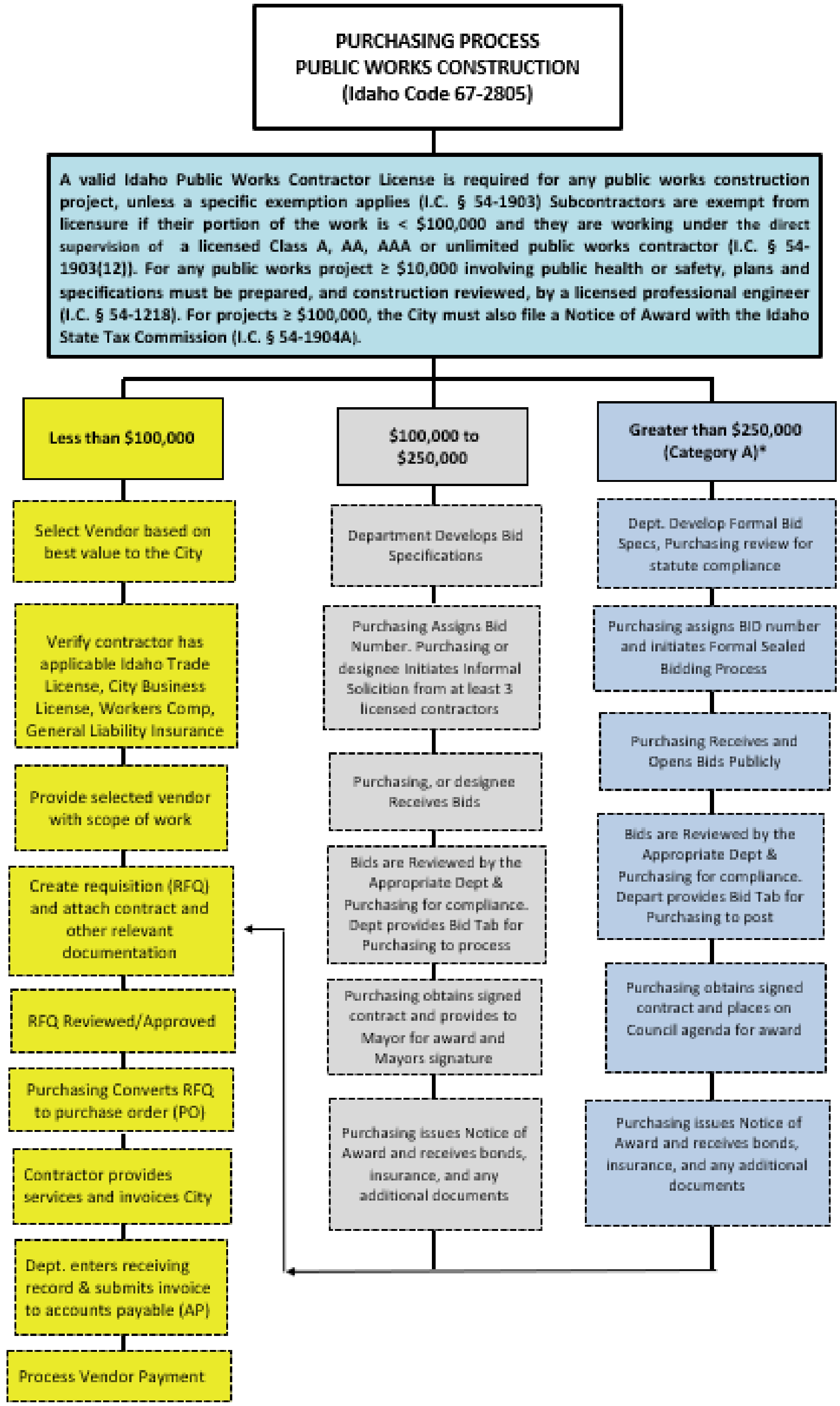
Contract Approval & Execution
PW Construction

$10,000 or less → Department Director or as delegated

Over $10,000 but less than $100,000 → Department Director approval and signature

$100,000 up to $250,000 → Mayor approval and signature

Above $250,000 → City Council approval and Mayor's signature



*This flow chart shows Category A bidding.
For information regarding the Category B process, please contact Purchasing.

CHANGE ORDER PROCESS
PUBLIC WORKS CONSTRUCTION

Thresholds updated per I.C. § 67-2805, effective July 1, 2025

Applies to public works construction as defined by I.C. § 54-1901; approval authority based on amended contract total.

Original Contract Amount	Change Order amount or percentage (%) increase (individual or cumulative) over original contract	AND New contract value is	Approved by and change order signing athroity
Less than $10,000	any amount	Under $10,000	Dept Director or Delegate, approves and signs
Less than $100,000	any amount	Total remains under $100,000 (no competitive bidding required)	Dept Director approves and signs
Less than $100,000 without competitive procurement	any amount	$100,000 and Over	Not permitted. Non-competitive purchases, including any change orders or amendments, must stay below $100,000. If must move forward, it would have to be an emergency or sole source procurement and ONLY Council can authorize.
Informally Bid $100,000 up to $250,000	any amount	Less than $100,000	Dept Director approves and signs
	any amount	$100,000 up to $250,000	Mayor approves and signs
Formally Bid $250,000 and Over, originally approved by Council	Up to $100,000 and up to 10% (change order not to exceed $100,000 total)		Dept Director approves and signs
	$100,000 up to $250,000 and up to 10% (change order not to exceed $250,000 total)		Mayor, approves and signs
	If none of the above apply		Council approves, Mayor signs

NOTES REGARDING CHANGE ORDER PROCESS CHART

- Unless there is an emergency, no work or services related to a change order may begin until the change order is approved.
- In an emergency, the required documentation must be completed within three (3) days or as soon as practicable if circumstances prevent completion within that timeframe.
- All change order documentation must include a budget impact statement and the reason for the change order.
- A copy of the approved change order must be attached to the purchase order change order request.
- Following Council approval of a change order, the revised contract amount ~~total~~, including all previously approved changes, becomes the new “base” contract amount. Use the new base when referencing thresholds in this chart.

7.3: Procurement of Professional Design Services & Roster-Based Selection

Idaho Code § 67-2320 governs the procurement of professional engineering, architectural, landscape architectural, land surveying, and construction management services. These services must be obtained based solely on the demonstrated competence and qualifications, with pricing negotiated only after a firm has been selected.

The City shall establish a Consultant Roster by publicly advertising a Request for Qualifications (RFQ) at least once every five (5) years, in accordance with Idaho Code § 67-2320(2)(j). To be considered for inclusion on the roster, SOQs must be received by the closing date stated in the RFQ. Submittals received after the closing date will not be accepted.

An Evaluation Committee will score all eligible SOQs using published criteria, including relevant experience, key personnel qualifications, local familiarity, and quality control procedures. The criteria shall include the following:

- Qualifications of the Project Manager
- Qualifications of the Firm and Staff
- Relevant Project Experience and References
- Geographic Considerations
- Understanding and Implementation Strategy

Pricing is not included in the scoring or evaluation of Statements of Qualifications and shall only be negotiated after a firm is selected. Only firms meeting or exceeding the minimum scoring threshold will be placed on the City's preapproved Consultant Roster. The list of ranked respondents, including the scoring used to develop the ranking, shall be made available to the public.

7.3.1 Selecting from the Consultant Roster

Once the roster is established, departments may select firms directly from the roster for future projects without additional public advertisement. The City will enter into a Master Professional Services Agreement (MPSA) with each rostered firm. This agreement does not guarantee future work but allows for timely project execution.

When a project arises, the department shall define the scope of work and identify the most qualified firm from the roster based on the firm's pre-scored qualifications and relevance to the service category. Upon successful scope and fee negotiations, a Task Order will be executed under the existing MPSA.

If negotiations with the highest-ranked firm are unsuccessful, they must be formally terminated in writing. Negotiations may then proceed with the next most qualified firm. Agreements must be fair and reasonable based on the project's value, scope, and complexity.

Departments are not required to use the Consultant Roster and a formal RFQ may be issued at any time.

7.3.2 Selecting Outside the Consultant Roster

A formal RFQ process is required when:

- Federal funding mandates a public RFQ process
- No suitable roster firms exist for the project type
- The department desires broader competition

Formal RFQs are publicly advertised and evaluated solely on qualifications, consistent with Idaho Code § 67-2320.

7.3.3 General Selection Requirements and Thresholds

Anticipated fees must include all project phases such as study, design, bidding, construction support, and closeout. Tasks may not be separated to avoid competitive procurement thresholds. Selection and approval authority is based on the total anticipated cost of services:

- Under $50,000: Selection may be made directly to a firm or to a single firm on the Consultant Roster. A written agreement is required.
- $50,000 and above: The City shall utilize the Consultant Roster or conduct a formal RFQ process in accordance with Idaho Code §67-2320. Formal RFQ's shall be publicly advertised and evaluated solely on qualifications.

Price is not considered during the evaluation and selection process. Negotiations related to scope and pricing shall only occur after a firm has been selected based on qualifications, in compliance with Idaho Code § 67-2320.

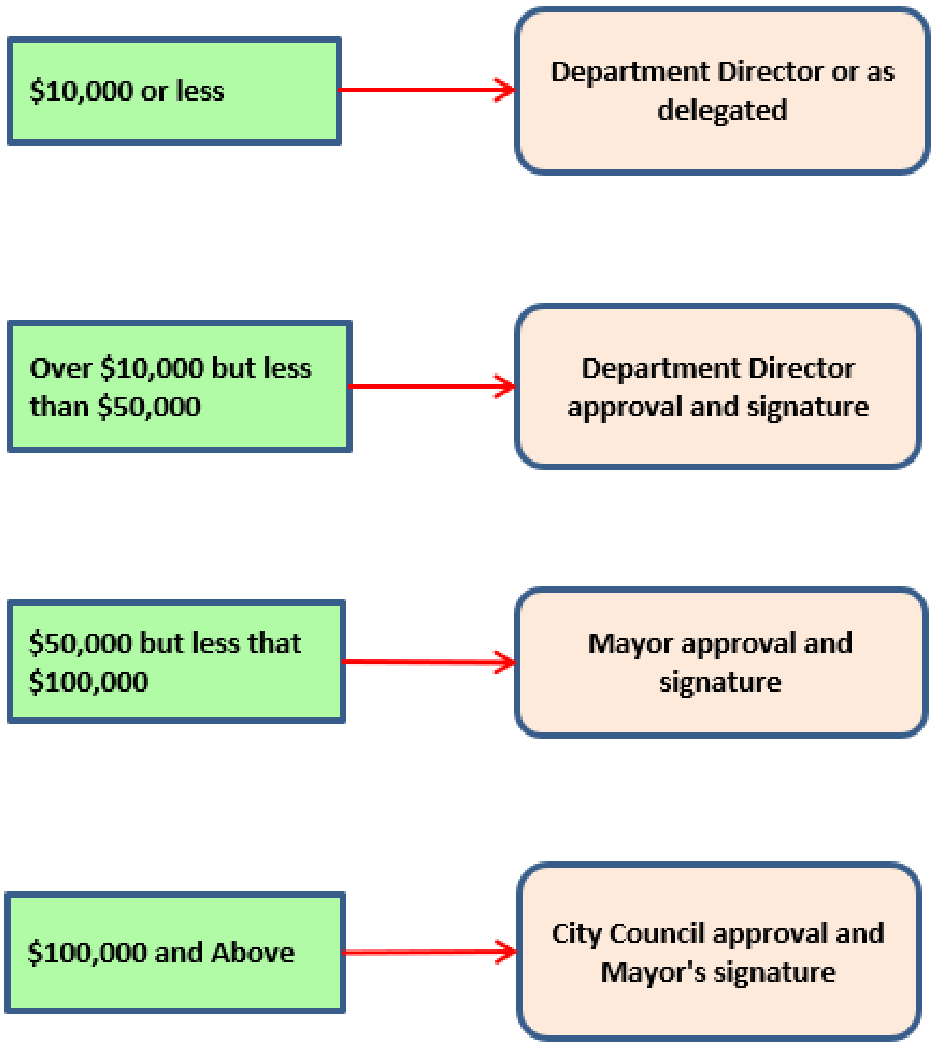
Firms selected for early phases outside of a competitive qualifications-based selection process may be excluded from participating in subsequent phases of the project if such participation creates an organizational conflict of interest or result in an unfair competitive advantage. This is in accordance with Idaho Code § 67-2320(4) and supports the City's obligation to avoid the appearance or practice of bid splitting as outlined in Idaho Code § 59-1026. Refer also to the Organizational Conflict of Interest and Bid Splitting sections of this policy.

7.3.4 Interviews and Phased Projects

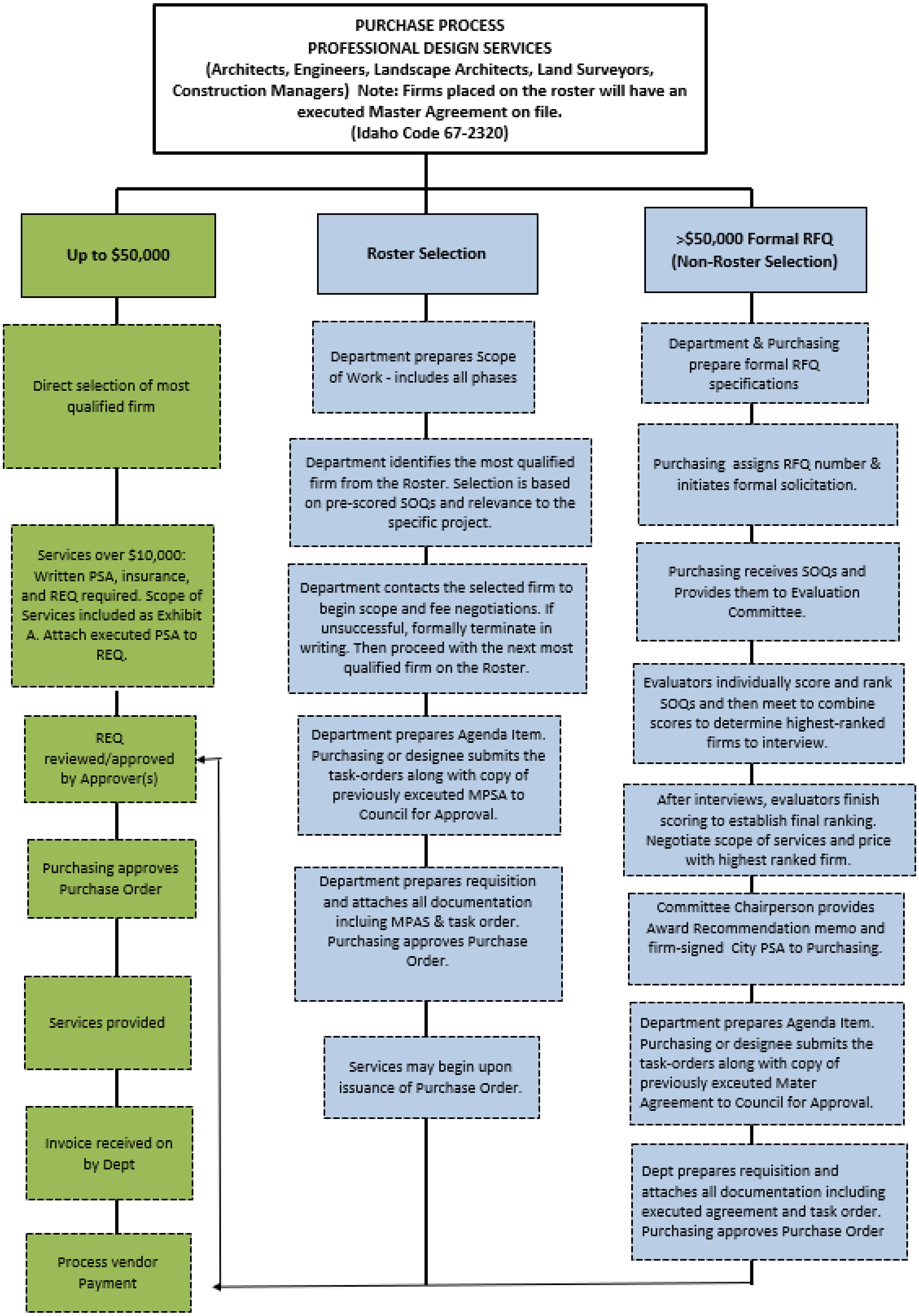
When more than three firms are under consideration, rankings will determine which firms are invited to interview. The highest-ranked firms, typically~~,~~ the top two or three, may be invited for interviews unless a competitive range is established.

If a department has an existing professional services agreement for an associated or phased project, a contract extension may be negotiated with the same firm without repeating the full qualifications-based selection (QBS) process, in accordance with Idaho Code § 67-2320(4). City Attorney and/or Purchasing review is required if the extension amount is $50,000 or more.

Contract Approval & Execution
Professional Design Services



Note: For phased or associated extensions, City Attorney review is required if the added amount is $50,000 or more. City Council approval is required if the new total contract amount is $100,000 or above.


PURCHASE PROCESS
PROFESSIONAL DESIGN SERVICES
(Architects, Engineers, Landscape Architects, Land Surveyors, Construction Managers) Note: Firms placed on the roster will have an executed Master Agreement on file.
(Idaho Code 67-2320)
Up to $50,000
Direct selection of most qualified firm
Services over $10,000: Written PSA, insurance, and REQ required. Scope of Services included as Exhibit A. Attach executed PSA to REQ.
REQ reviewed/approved by Approver(s)
Purchasing approves Purchase Order
Services provided
Invoice received on by Dept
Process vendor Payment
Roster Selection
Department prepares Scope of Work - includes all phases
Department identifies the most qualified firm from the Roster. Selection is based on pre-scored SOQs and relevance to the specific project.
Department contacts the selected firm to begin scope and fee negotiations. If unsuccessful, formally terminate in writing. Then proceed with the next most qualified firm on the Roster.
Department prepares Agenda Item. Purchasing or designee submits the task-orders along with copy of previously exceuted MPSA to Council for Approval.
Department prepares requisition and attaches all documentation incluing MPAS & task order. Purchasing approves Purchase Order.
Services may begin upon issuance of Purchase Order.
>$50,000 Formal RFQ (Non-Roster Selection)
Department & Purchasing prepare formal RFQ specifications
Purchasing assigns RFQ number & initiates formal solicitation.
Purchasing receives SOQs and Provides them to Evaluation Committee.
Evaluators individually score and rank SOQs and then meet to combine scores to determine highest-ranked firms to interview.
After interviews, evaluators finish scoring to establish final ranking. Negotiate scope of services and price with highest ranked firm.
Committee Chairperson provides Award Recommendation memo and firm-signed City PSA to Purchasing.
Department prepares Agenda Item. Purchasing or designee submits the task-orders along with copy of previously exceuted Mater Agreement to Council for Approval.
Dept prepares requisition and attaches all documentation including executed agreement and task order. Purchasing approves Purchase Order

AMENDMENT PROCESS
PROFESSIONAL DESIGN SERVICES

Idaho Code § 67-2320

Applies to engineering, architectual, landscape architectural, land surveying, and construction management services. Approval authority based on amended contract total.

Original Contract Amount	Change Order amount or percentage (%) increase (individual or cumulative) over original contract	AND New contract value is	Approved by and change order signing authority
Less than $10,000	any amount	Under $10,000	Dept Director or Delegate, approves and signs
Over $10,000 but less than $50,000	any amount	Over $10,000 and total remains under $50,000 (direct qualified selection)	Dept Director approves and signs
Originally selected through Qualified Based Selection (QBS)	Up to $50,000 or 10% (not to exceed $50,000)	Less than $50,000	Dept Director approves and signs
	Up to $100,000 or 10% (not to exceed $100,000)	$ 50,000 but under$100,000	Mayor approves and signs
	Any amount	$100,000 and Over	Council approves, Mayor signs

Note: Refer to the Contract Approval and Execution graph on page 23 for signing authority and approval requirements.

NOTES REGARDING AMENDMENT PROCESS CHART

- Price cannot be a factor during qualifications-based selection (QBS) evaluation per Idaho Code § 67-2320. Selection must be based solely on qualifications.
- Unless there is an emergency, no work or services related to a change order or contract amendment may begin until the change order is approved.
- In an emergency, the required documentation must be completed within three (3) days or as soon as practicable if circumstances prevent completion within that timeframe.
- All amendment documentation must include a budget impact statement and the reason for the change.
- A copy of the approved contract amendment must be attached to the purchase order change order request.
- Following Council approval of an amendment, the revised contract amount, including all previously approved changes, becomes the new “base” contract amount. Use the new base when referencing thresholds in this chart.

7.4: Professional Personal Services

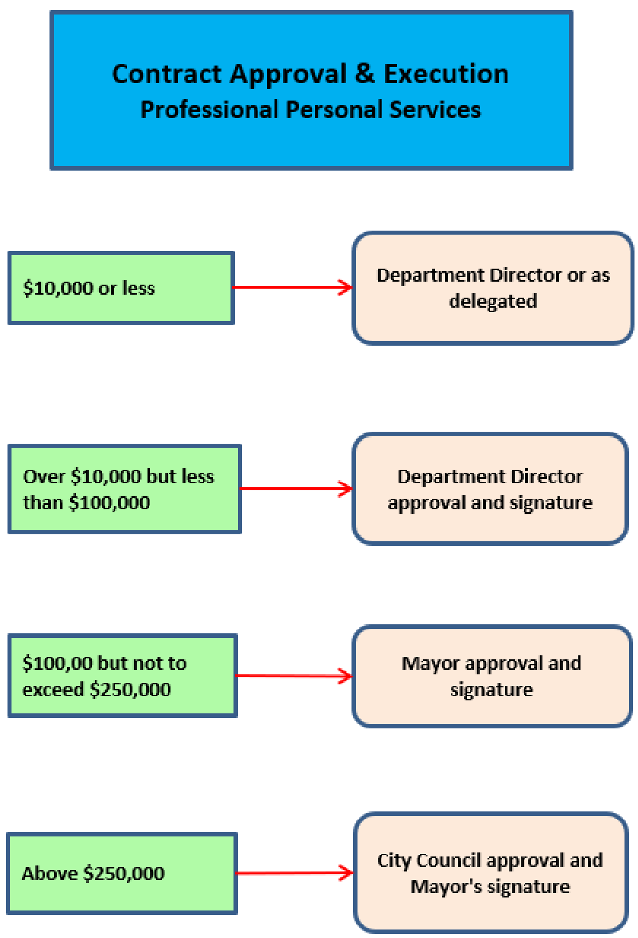
Professional Services include legal, financial, insurance, medical, and other specialized consulting services provided by individuals or firms. These services are exempt from the competitive procurement requirements pursuant to Idaho Code § 67-2803(4).

Such services may be procured based on a combination of qualifications, relevant experience, ability to meet project timelines, fee appropriateness, and overall value to the City. Selection is not based solely on price. When price will be considered alongside qualifications, the City may issue a Request for Proposals (RFP) to ensure transparency and a structured evaluation process.

A written agreement is required when total fees exceed $10,000. Personal service contracts with annual payments exceeding $30,000 shall be published in accordance with Idaho Code § 67-2810 within fifteen (15) days after entering into the contract. Early coordination with the Purchasing Division and the City Attorney's Office is encouraged to ensure timely legal review and to incorporate appropriate risk management provisions or industry-specific terms.

While not required by statute, the City encourages the informal solicitation of quotes or proposals from multiple qualified providers when time permits, to ensure the best value.

Approval thresholds for Professional Personal Services are as follows:



Certain services may also require documentation such as proof of insurance coverage (e.g., medical malpractice, professional liability), or confidentiality and non-disclosure agreements as appropriate for the service provided.

Firms or individual providers must disclose any potential conflicts of interest prior to the award.

7.5: Information Technology

All technology purchases, including security system components, phone system components, mobile devices, network devices, software applications, technology consulting and maintenance contracts require prior approval from the Director of Information Systems and Security (ISS) or designated approver.

- All information technology and software purchases, subscriptions, or agreements must be submitted to the ISS Department by completing the Software Approval Audit Request, which is located on the City IntraNet, prior to submitting a requisition, making a purchase, or authorization by the Department Director or designated approver
- ISS software approval audit certificate must be attached to the requisition (REQ)
- For security-critical devices or systems, the ISS Department will conduct thorough assessments to identify and mitigate potential risks
- The ISS department must be named as the Technical Contact for all software agreements and maintain at least one administrative account in the utilized software
- All information technology and security purchases must follow the applicable purchasing process in SECTION 7.1 COMPETITIVE PROCUREMENT FOR PURCHASES OF GOODS AND SERVICES based on total expected cost
- The complete Information Technology and Security Purchasing Policy is located on the IntraNet in the Policy Center section under Information Technology Policies and Procedures.

7.5.1: Use of Artificial Intelligence in Procurement

The use of Artificial Intelligence (AI) in support of procurement activities must comply with the City's most current official AI Policy (Currently Policy No. 2024-05), which can be found in the policy section of the City's website. This includes requirements for responsible use, protection of confidential and regulated information, mandatory human review, and limitations on software or services used.

AI tools, including features built into common applications like Microsoft Office, Adobe products, email, or web browsers, may be used to assist with procurement-related tasks such as drafting specifications, summarizing documents, or conducting market research. All AI-generated content must be subject to thorough human oversight and validation prior to use in any official capacity.

AI-generated content must not be used to make final procurement decisions. Oversight, validation, and documentation must be maintained to ensure compliance with City policy, procurement regulations, and applicable state and federal laws.

The use of non-City-approved AI software applications or browser extensions is prohibited unless advance written approval is obtained from the Information Systems & Security (ISS) Director.

Note:
Due to the widespread integration of AI features in modern business software, employees should check whether any “smart” or “suggested” content (such as Copilot, ChatGPT, or similar features) is being used. When in doubt, consult the ISS Department for clarification.

7.6: Purchases Exempted from Competitive Procurement

7.6.1 Emergency

Emergency procurement, as defined in Idaho Code § 67-2808(1), applies when there is a great public calamity such as flood, fire, epidemic, or other disaster; a matter of national or local defense; or an immediate need to prevent serious damage to life, health, or property. There is no dollar threshold. The focus is on the urgency and necessity of the situation.

When an emergency arises, it must be promptly communicated to the Mayor. Depending on the severity and timing, the Mayor may:

- Declare an emergency and authorize departments to proceed, followed by a City Council meeting within 24 hours to ratify the declaration
- Call a special emergency meeting of the City Council to declare an emergency by resolution
- Request an emergency declaration during a regular Council meeting or work session, if timing allows

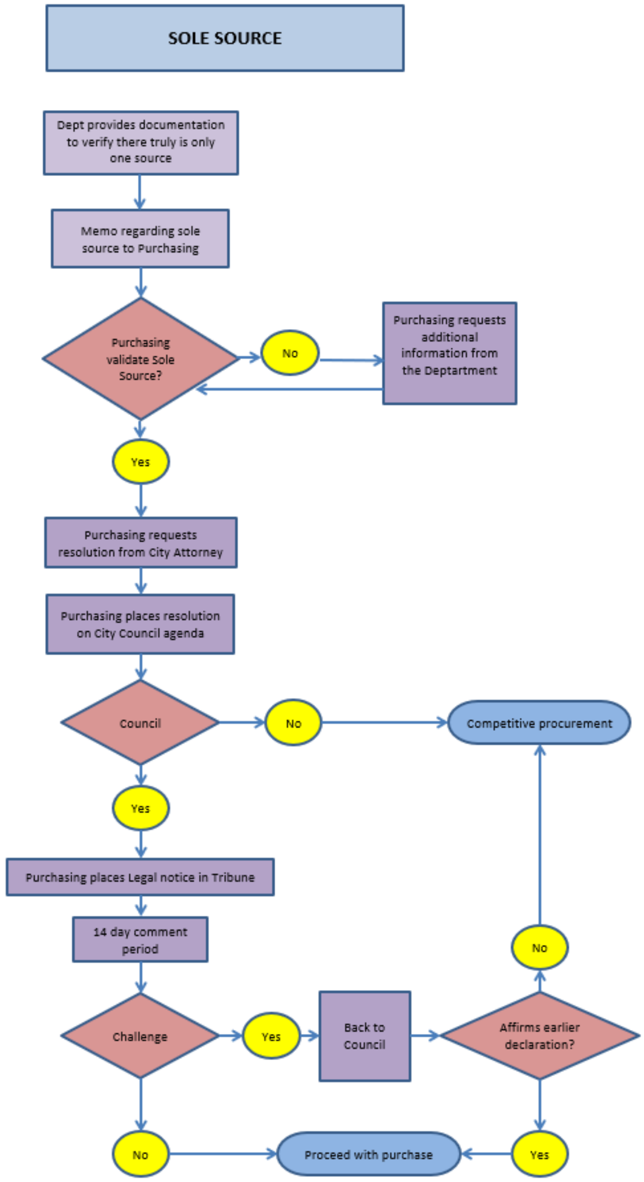
Once the emergency is officially declared, a notice must be submitted to the State of Idaho. Departments may proceed with necessary purchases without formal competitive processes. However:

- A written agreement or purchase order is still required
- Requisitions, POs, and change orders must be entered into the financial system
- The emergency resolution number must be listed first in the PO description for tracking
- Vendors must hold required state licenses, general liability insurance, and workers’ compensation coverage
- All normal insurance, bonding, and licensing requirements remain in effect
- When feasible, modified procurement (e.g., shortened bid windows) may be used, especially if declared during a regular Council meeting

All contract signing must follow the Contract Approval & Execution Chart.

7.6.2 Sole Source

Sole source procurement, as defined in Idaho Code § 67-2808, applies when only one vendor is reasonably available to provide a required good or service. A sole source declaration must be reviewed by the City Attorney, who prepares the resolution for City Council consideration. Once declared, a notice must be published in the *Lewiston Tribune* followed by a 14-day public comment period, as required by statute. Departments must follow standard requisition and purchase order procedures, and contract signing must follow the appropriate Contract Approval & Execution Chart.



7.6.3 Joint Purchasing

Joint purchasing is authorized under Idaho Code § 67-2807 and allows the City to participate in cooperative procurements with other public agencies. One agency is designated as the Lead Agency and is responsible for conducting the competitive bidding process. The City Attorney must review the request and prepare the resolution for City Council consideration of participation in the joint purchase. Departments must follow standard requisition and purchase order procedures, and contract signing must follow the appropriate Contract Approval & Execution Chart.

7.6.4 Cooperative Contracts

Cooperative purchasing is authorized under Idaho Code § 67-2807 and allows the City to procure goods or services through contracts awarded by cooperative purchasing organizations of which the City is a member. These contracts are treated as if they were competitively bid by the City and do not require a separate competitive process. There is no defined dollar threshold under the statute; however, departments must perform due diligence to ensure that the pricing offered through the cooperative is fair and reasonable when compared to what the City would likely pay through its own competitive process.

Membership in a cooperative purchasing organization requires prior approval by the City Council. Prior to seeking Council approval, membership documents must be reviewed by the City Attorney's Office. Once membership has been approved by Council, individual purchases made under a cooperative contract only require Council approval when the purchase amount exceeds the Mayor's signature authority.

Contract signing must follow the appropriate Contract Approval & Execution Chart.

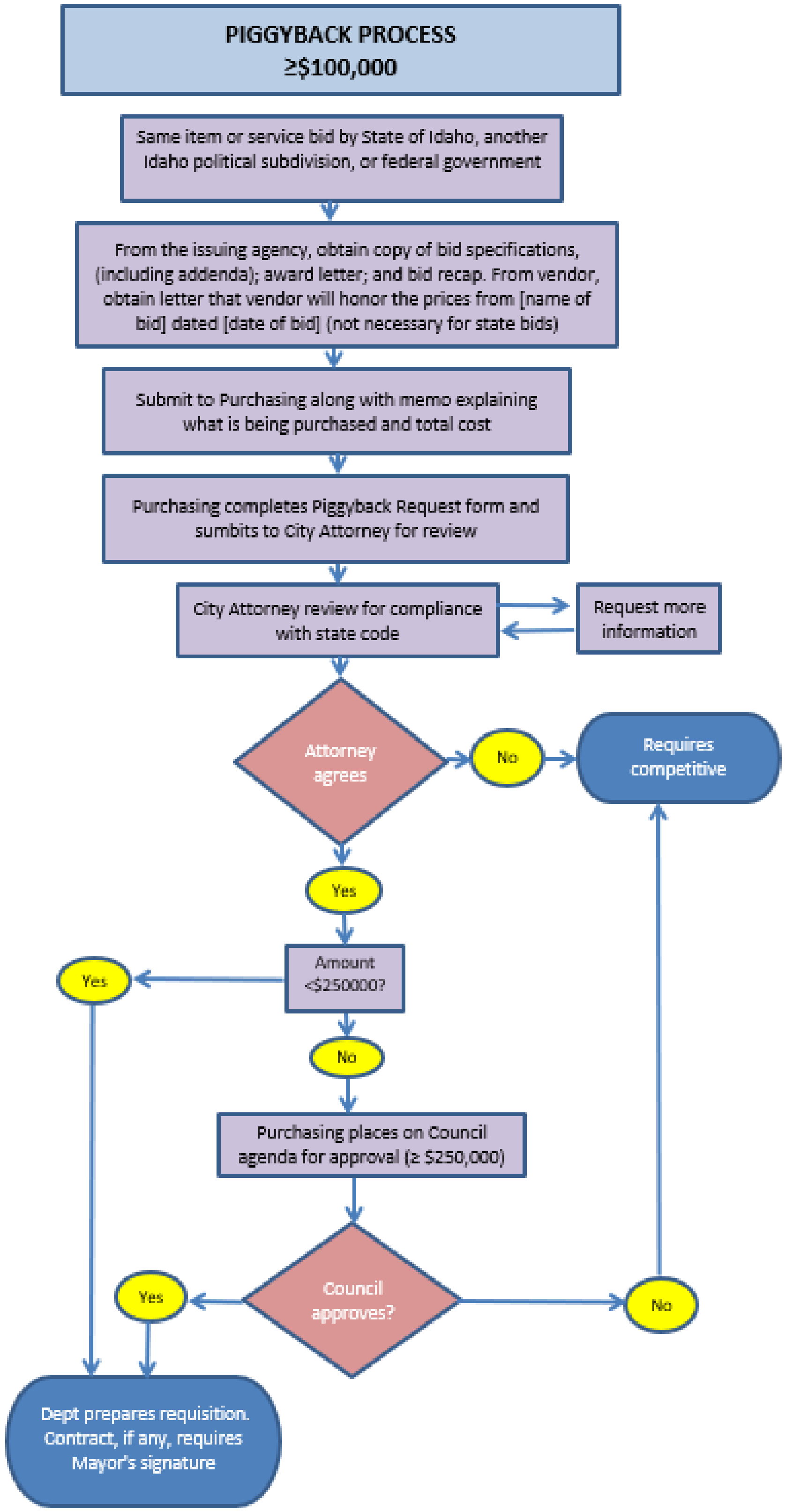
7.6.5 Piggybacking

Piggybacking is authorized under Idaho Code § 67-2803(1) and (10) and allows the City to purchase goods or services from an existing contract that was formally bid by the State of Idaho, another Idaho political subdivision, or the federal government. The original contract must allow piggybacking, and the vendor must agree to extend the same terms and pricing to the City. City Attorney review is required prior to execution, and contract signing must follow the appropriate Contract Approval & Execution Chart. Departments must also follow standard requisition and purchase order procedures.

7.6.6 Other exemptions listed in Idaho Code § 67-2803

Including:

- Purchases less than $100,000
- Personal or professional services by an independent contractor
- An interest in real property
- Insurance
- Costs of participation in joint powers (mutual aid) agreements with other units of government
- Purchase of used personal property
- Procurement from federal government general services administration (GSA) or federal multiple award schedules (MAS)
- Good for direct resale
- Travel and training
- Repair of heavy equipment
- Ongoing maintenance and licensing of software previously procured through a formal competitive process
- Public utilities
- Used equipment at an auction if authorized by the City Council


PIGGYBACK PROCESS
≥$100,000
Same item or service bid by State of Idaho, another Idaho political subdivision, or federal government
From the issuing agency, obtain copy of bid specifications, (including addenda); award letter; and bid recap. From vendor, obtain letter that vendor will honor the prices from [name of bid] dated [date of bid] (not necessary for state bids)
Submit to Purchasing along with memo explaining what is being purchased and total cost
Purchasing completes Piggyback Request form and sumbits to City Attorney for review
City Attorney review for compliance with state code
Request more information
Attorney agrees
No
Requires competitive
Yes
Amount <$250000?
Yes
No
Purchasing places on Council agenda for approval (≥ $250,000)
Council approves?
Yes
No
Dept prepares requisition. Contract, if any, requires Mayor's signature

SECTION 8: REQUISITIONS & PURCHASE ORDERS

8.1: Requisition

The Requisition (REQ) shall be used to request the purchase of supplies or services and to ensure funds are available and set aside (encumbered) for the total cost of the purchase. No purchase shall be made until the requisition has been entered, approved, and converted to a purchase order.

Before requesting goods or services from a vendor or entering a requisition (REQ), confirm that the vendor is already set up in MUNIS and has all required licenses and insurance on file.

To create a REQ, open the City's MUNIS software and complete a "Requisition Entry." Use the appropriate expense account. Use an appropriate general description that defines what type of supply or service is being procured and provide an expanded description in the line item that defines the purchase to all readers, which may include Finance Department staff, City Council or the public. When the form is completed click "Release" which will start the approval workflow process. The approver is responsible for ensuring the correct vendor, description, expense account, and amount are on the REQ and that the vendor possesses any required licenses and insurances. Once approved, the REQ will be routed to the Purchasing Division and converted into a Purchase Order (PO).

8.2: Annual Requisition (BPO)

In instances where monthly payments are made to a vendor during the year, create one requisition (REQ) listing the months and payment amount at the start of the fiscal year or contract term.

In instances where payments of varying amounts will be made to a vendor during the year (such as office supplies or copier maintenance agreements), create one REQ with a lump sum amount as the quantity and a unit price of $1.00. This will be turned into a Blanket Purchase Order (BPO) for use to pay invoices as needed throughout the year. Instructions for processing a BPO may be found on the IntraNet under Purchasing.

A BPO is ideal when you anticipate needing to purchase items from a particular vendor throughout the year, but the exact items or costs are unknown at the time of issuance, or when there is a set recurring monthly expense. When creating a BPO, be descriptive in the line items and provide specific examples of the types of items that may be purchased. For instance, instead of a generic description, list specific items such as "notebooks, pens, paper, filing supplies," and note any exceptions, such as "this BPO is not to be used for office equipment and/or furniture." This level of detail ensures clarity in what the BPO covers.

Once the BPO has been issued, Directors and authorized approvers should carefully consider and limit the number of employees who have access to use the BPO. The authorized approver must review and sign the invoice before it is submitted for payment, verifying that all items purchased were authorized and for City use. To maintain proper division of powers, when the purchaser of the items under a BPO is also an authorized approver, they should have another authorized approver sign the invoice before it is submitted for payment. Invoices submitted without proper authorization will be returned by Finance.

For BPOs set up for consistent monthly recurring payments (such as leases or fixed-price service contracts), Finance may waive the requirement for individual invoice approval signatures if the BPO clearly documents the monthly schedule and amount. The Purchasing Division and Finance Department will determine during BPO setup whether this exception applies.

8.3: Purchase Order
All Purchase Orders (PO) will be processed by the Purchasing Division. No PO will be issued without a properly processed REQ. For requisitions under $5,000, the final requisition approver may convert the REQ to a PO.

For requisitions over $5,000, a copy of the quote, proposal, contract, or other supporting procurement documentation must be attached to the REQ to support the purchase and ensure proper documentation.

8.4: Purchase Order Receiving
When goods or services listed on a Purchase Order have been received and verified, the originating department shall enter a receiving record in MUNIS. Using the Purchase Order Receiving function, complete the receiving record and accept the receipt.

The Purchase Order number shall be referenced on the vendor invoice before forwarding the invoice to Accounts Payable for payment processing.

When only a portion of the goods or services has been received, enter receiving only for the items received and indicate that the Purchase Order is to remain open. Additional receiving records shall be entered as remaining goods or services are received.

Payment shall only be made after goods or services have been received and verified. Any exception for advance payment must be expressly stated in the contract and approved by Finance.

DEFINITIONS

Asset: Property owned by the City with monetary value, including salvage value. Assets valued at $1,000 or more with a useful life of at least three years are recorded. Assets valued at $5,000 or more are depreciated.

Associated Project: A project or service related to another in function, location, or phase, requiring coordination across tasks or activities.

Bid: A written offer to provide goods or services for a stated price. Also refers to the process of soliciting such offers.

Bid Security: A financial guarantee submitted with a bid or proposal to ensure contract execution. May be cash, cashier's check, or bid bond. Forfeited if the awardee fails to enter into contract or provide required bonds.

Bonds: Surety-backed guarantees ensuring contractor performance or payment. Includes bid bonds, payment bonds (protect subcontractors/suppliers), and performance bonds (ensure contract completion). Not insurance.

Change Order: A formal change to an existing purchase order or contract due to unforeseen circumstances, within the original scope.

City: The City of Lewiston, Idaho.

City Department: Any operational unit of the City, including Community Development, Executive, Finance, Legal, Fire, Police, Parks & Recreation, Library, Information Technology, and Public Works.

Competitive Procurement: The process of acquiring goods or services through open competition. Includes IFBs, RFPs, and RFQs.

Competitive Range: In RFP or RFQ processes, the group of proposals with a reasonable chance of award based on technical and pricing evaluations.

Contractor: A business or individual providing services to the City. May also be referred to as a vendor.

Department Director: A manager in charge of a City department.

Division Manager: Is a manager in charge of day-to-day operation of a City division.

Emergency: An urgent, unexpected situation requiring immediate action to protect life, health, or property.

Employee: Any person employed by the City, including full-time, part-time, temporary, and probationary employees.

Favoritism: Unfair preferential treatment given to an individual or group at the expense of others.

Firm: A business or individual offering professional services to the City.

Household Member: A spouse, dependent, or any individual the employee is legally obligated to support.

Invitation for Bid (IFB): A formal, publicly advertised solicitation used to obtain competitive sealed bids based primarily on the lowest responsive bid price.

Immediate Family Member: Spouse/partner, children, parents, grandparents, siblings, in-laws, legal guardians, and wards—regardless of residence.

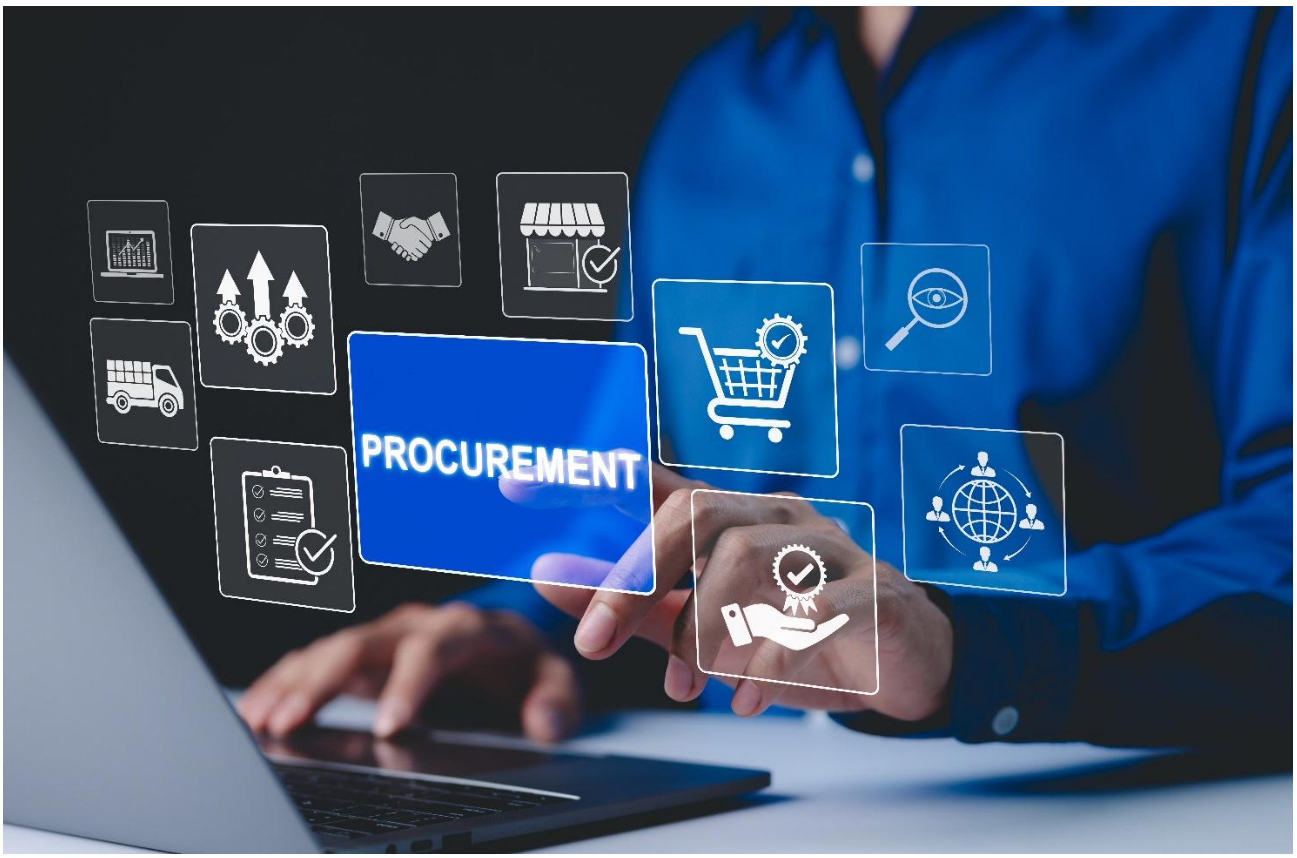
Informal Invitation for Bids (IIFB): A less formal bid process not requiring newspaper advertisement. Requires written specs sent to at least three qualified bidders.

Informal Request for Proposals (IRFP): A less formal RFP process without public notice. Requires written specs sent to at least three qualified proposers. Excludes public works and qualifications-based selection (QBS) services.

Request for Proposals: A formal, competitive solicitation used when goods or services cannot be clearly defined by specifications alone and when award will be based on a combination of factors, including qualifications, experience, and cost.

City of Lewiston

PURCHASING POLICY



August~~July~~ 2026~~5~~

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SECTION 1: POLICY

To purchase goods and services in a fair and impartial manner and at a competitive price so that public dollars are expended in the most cost-effective manner possible, all while complying with all applicable federal, state, and local laws.

The City recognizes that departments and divisions best understand their operational needs. The Purchasing Division serves as the centralized point of contact and determines the appropriate procurement method. Policies and procedures are designed to ensure timely, cost-effective purchases while maintaining legal and business compliance.

Where applicable law or this policy does not specifically address a procurement activity, the City may consider relevant provisions of Idaho state procurement statutes as guidance when determining an appropriate course of action. Where a conflict exists between this policy and any form, checklist, workflow, guide, or IntraNET procedure, this policy shall control.

In the event federal law, state law, or other applicable legal authority is amended, enacted, or newly interpreted in a manner that is inconsistent with this Purchasing Policy, such as changes to procurement thresholds, declaration requirements, or approval processes, departments shall consult with the Purchasing Division upon identifying a potential conflict. The Purchasing Division will assist in evaluating the issue and, if appropriate, will coordinate the submission of a Request for Legal Services (RLS). The City Attorney will determine whether utilization of the revised legal standard is appropriate prior to formal policy amendment and whether the change may be implemented immediately or if adherence to the current policy must continue until Council approval is obtained. Unless and until the policy is formally amended, employees are required to follow the stricter of the applicable laws or this policy, unless the City Attorney, in consultation with the Purchasing Division, determines that application of the revised legal standard is appropriate in advance of formal policy amendment.

SECTION 2: PURPOSE AND SCOPE

The purpose of the Purchasing Policy is to establish an overall philosophy for purchasing goods and services on behalf of the City while ensuring the responsible use of taxpayer funds. This policy is designed to provide guidance to all individuals making purchases on behalf of the City and serves as the foundation for procurement activities, while recognizing that it cannot address every possible scenario.

This policy applies to all City of Lewiston employees, City Council members, commission members acting on behalf of the City, and anyone acting as an agent of the City when making purchases with City funds.

Considerable authority has been delegated to departments and divisions to make purchasing decisions. Employees involved at every step of the process must take full responsibility for understanding the City's policies, principles, processes, and procedures related to purchasing, payments, and vendor relations.

SECTION 3: ENFORCEMENT

The responsibility for day-to-day compliance with the policy shall rest with the Purchasing Coordinator, under the general direction of the Financial Services Manager and Finance Director.

The Purchasing Division shall distribute the Purchasing Policy annually by email to all Department Directors and designated administrative staff. Department Directors are responsible for ensuring the policy is distributed to employees within their department who are involved in the purchasing process or may delegate this responsibility to a staff member. The Purchasing Policy is available on the City's website, the IntraNet or by contacting Purchasing.

SECTION 4: RESPONSIBILITIES

A purchasing system cannot function properly without the cooperation and assistance of all parties involved.

4.1: Financial Services Manager

The Financial Services Manager's responsibilities are to:

- Recommend approval of the Purchasing Policy and Procedures to the Finance Director
- Oversee the Purchasing Division
- Promote effective and cooperative working relationships between the Purchasing Coordinator and other City Departments in areas relating to the purchasing process

4.2: Purchasing Coordinator

The Purchasing Coordinator's responsibilities are to:

- Administer purchasing policies
- May serve on evaluation committees for IFBs, RFPs, and RFQs
- Institute reports necessary to permit analysis of purchasing performance
- Assist Legal and City Departments with contract term negotiations
- Consolidate purchase of like or common items when feasible and beneficial
- Analyze prices paid for materials and equipment
- Request reconsideration of specifications or quantity of material if it appears that the interests of the City may be better served
- Define how to obtain savings and to coordinate purchasing procedures
- Forward useful information from sales representative interviews and direct mail to the appropriate City Departments

4.3: Department Directors

The Department Director's responsibilities are to:

- Determine the need for goods or services using prudent judgment, within budgetary restrictions
- Forward useful information from sales representative interviews to the Purchasing Coordinator
- Direct sales representatives to the Purchasing Coordinator's office as their first point of contact with the City
- Coordinate with the Information Systems & Security Director for all technology purchases, including software

- Negotiate contract terms and conditions with assistance from Legal, Purchasing and Information Systems & Security (ISS), if applicable
- Ensure that staff responsible for initiating or completing purchases, contracts or other procurement actions receive a copy of the Purchasing Policy, either directly or through an assigned designee

4.4: Employees

Employees (involved with purchases) responsibilities are to:

- Become familiar with the purchasing policy, principles, processes, and procedures
- Apply the Purchasing Policy appropriately to all purchases based on type, value, and funding source
- Acknowledge email receipt of purchasing policy link
- Stay within authorized spending and contract levels

4.5: City Attorney

The City Attorney's responsibilities are to:

- Draft all resolutions presented to Council
- Review all contracts and agreements valued at $50,000 or more that do not use pre-approved templates drafted by the City Attorney's Office
- Review of all Mutual Aid Agreements and drafts resolution to present to Council
- Issue legal options for all City departments through the Request for Legal Services (RLS) process.
- Advise departments and the Mayor on legal matters, including compliance with local, state, and federal laws.
- Act as the City's legal representative in litigation matters

4.6: City Council

The City Council's responsibilities are to:

- Approving contracts that require Council action in accordance with this policy
- Reviewing and declaring emergencies, sole source procurements, and surplus property sales in accordance with the Idaho Code and this policy
- Approving Purchasing Policy rewrites, updates, and amendments

SECTION 5: PRINCIPLES OF PURCHASING

5.1: Vendor Relations

- The Purchasing Division will promote fairness and professionalism in all vendor interactions
- The Purchasing Division shall greet and meet with sales representatives as promptly and courteously, as time permits
- During evaluation and negotiation periods, only the names of respondents may be disclosed. All information contained in the submittals will remain confidential and will not be disclosed to the public until a recommendation to award is made
- The Purchasing Division will post bid results to inform all respondents of the outcome.

- Bidding participants may protest to the City if they believe they were prejudiced by the City's procurement or award procedures
- Protests regarding the award of a procurement will be handled according to established procedures, and scoring records will be made available for public inspection once a recommendation is made to City Council
- City employees will conduct themselves professionally in all interactions with vendors and their representatives, reflecting positively on the City

5.2: Sources of Supply

The Purchasing Division shall, with the input of the appropriate department, select sources of supply in accordance with Idaho Code §§ 67-2801 through 67-2809 and any other applicable state and federal laws. This shall be accomplished with a focus on fostering strong vendor relationships and promoting the best interests of the City. The City recognizes that openness and fair dealings are the cornerstones of effective, long-term relationships with suppliers. In no event will favoritism be shown to any supplier or respondent.

5.3: City Business License

City Code Chapter 21 requires that all vendors conducting business or maintaining a business presence within the City of Lewiston obtain a City of Lewiston business license. This requirement applies to out-of-town vendors who are awarded work by the City whether through a contract, purchase order, or other purchasing agreement regardless of whether the vendor is local or awarded work by submitting a bid or proposal.

Certain exemptions from the business license requirement are listed in the City Code, Section 21-1. If a vendor qualifies for an exemption, a written statement indicating the exemption category must be submitted and approved both by the Purchasing Coordinator and by the Business License Coordinator prior to initiating an agreement or proceeding with the project.

5.4: Prohibited Conduct

There are several statutes that regulate the conduct of those who make or approve purchases on behalf of the City. Each employee or City official responsible for making or approving purchases is required to become familiar with and act in accordance with the following statutes:

- Bribery and Corrupt Influence Act: Idaho Code Title 18, Chapter 13 and Idaho Code §§ 67-9230 and 67-9231
- Misuse of Public Moneys: Idaho Code Title 18, Chapter 57
- Willful Avoidance of Procurement Statutes: Idaho Code § 59-1026
- Ethics in Government: Idaho Code Title 74, Chapter 4
- Prohibitions against Contracts with Officers: Idaho Code Title 74, Chapter 5

All employees and City officials must refrain from unethical or illegal purchasing practices. Maintaining the impartiality of purchasing decisions, including the appearance of impartiality, is essential to preserving public trust and vendor confidence in the integrity of the City's procurement process.

Below are some of the acts prohibited by the above-listed statutes. The following does not represent a complete list of all prohibited conduct. It is the responsibility of each employee and City official to read and understand the statutes listed above. Any questions as to whether conduct is prohibited and/or unethical should be referred to the Purchasing Coordinator and/or the City Attorney's Office.

5.4.1: Gifts & Gratuities (I.C. §§ 18-1356, 18-1359)
City employees, City Council members, board and commission members, and anyone acting as an agent of the City are expressly prohibited from soliciting or accepting any rebate, merchandise, money, entertainment, gift, travel, meals, or gratuity, of any amount, no matter how trivial it may seem, from any person, company, firm, or corporation to which a purchase order or contract is, or may be, awarded. While Idaho Code §§ 18-1356(5) and 18-1359(1)(b) allow gifts under $50 if incidental to personal, professional or business contacts and do not influence impartiality, employees must treat such offers cautiously. Any questions regarding whether a gift or gratuity is allowed should be directed to the Purchasing Coordinator or the City Attorney's Office before acceptance.

Examples may include shared holiday treats (such as cookies or fruit baskets) placed in a common break area, or modest refreshments served at vendor-hosted meetings, luncheons, or community events. These may be acceptable if unsolicited, of nominal value, and not tied to a pending purchasing decision or contract award.

Employees and officials are strictly prohibited from accepting money, gift cards, or individual gifts, regardless of value or context. In addition, employees and officials must not accept any item if there is a reasonable perception that it could influence, or appear to influence, the City's procurement process. When in doubt, it is best practice to respectfully decline and consult the Purchasing Coordinator or City Attorney's Office with any questions or concerns regarding this policy.

5.4.2: Accepting a Bribe (I.C. § 18-1352)
Accepting a bribe is a felony. Do not accept or solicit money, gifts, merchandise, or other benefits from a vendor or contractor in exchange for a favorable decision, opinion, or recommendation to said vendor or contractor. It is not a defense that the person whom the vendor or contractor attempted to influence did not have the authority to act in the desired way.

5.4.3: Bid Splitting & Avoidance of Competitive Bidding and Procurement (I.C. § 59-1026)
Intentionally splitting the procurement process to avoid competitive procurement thresholds, or willfully bypassing bidding requirements (e.g., falsifying an emergency), is prohibited by law and may result in civil penalties of up to $5,000~~0~~ per violation and the reasonable costs incurred by the entity bringing the enforcement action. Additionally, it is illegal to willfully or knowingly avoid compliance with procurement or competitive bidding statutes; for example, falsifying an emergency situation to avoid the competitive bid process.

Perception (whether right or wrong) matters. If a reasonable person in the same situation could have anticipated or predicted the full scope of the project or task at the time of the initial purchase, separating related purchases to remain below bidding thresholds may constitute intentional bid splitting and a violation of procurement law.

5.4.4: Conflict of Interest (I.C. Title 74, Chapters 4 and 5)
A conflict of interest is generally defined as any official action, decision, or recommendation made by a public official that would result in a private financial benefit to themselves, a household member, an immediate family member, or a business with which they or those individuals are associated.

The City will not permit circumstances that produce, or reasonably appear to produce, conflicts of interest between the personal interest of an employee or public official and the interests of the City. Therefore, no employee, officer, board or commission member, City Council member, or agent may participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.

All potential conflicts of interest, real or apparent, must be reported to the Purchasing Coordinator (or designee), and for employees, the conflict of interest must also be reported to their immediate supervisor. Upon careful review of the circumstances, the person may be disqualified from participating in the selection, award, and/or administration of the contract involved.

5.4.5: Organizational Conflicts of Interest:
An organizational conflict of interest exists when a contractor's activities, relationships, or other contracts:

- Impair objectivity;
- Prevent impartial advice or assistance to the City; or
- Provide an unfair competitive advantage for any reason (e.g., writing specifications for a solicitation they later bid on)

Employees involved in contracting must identify and report real and apparent organizational conflicts to the Purchasing Coordinator and their supervisor before proceeding. After careful review of the situation, the contractor may or may not be disqualified from providing services.

5.4.6: Reporting Standards of Conduct Violations:
Anyone who knows of or suspects a violation must report it to their supervisor, Division Manager, Department Director, or the Purchasing Coordinator. If reporting through these channels is not clear or appropriate, the concern should be directed to Human Resources or the City Attorney's Office.

5.5: Competitive Procurement

To promote fairness for vendors and the wise use of taxpayer dollars, all goods and services will be obtained through competitive processes, unless exempted (Idaho Code §§ 67-2801, 67-2809 and 67-2320). The process to be followed will be determined by total estimated costs, including shipping, delivery, installation, length (term) of contract, contract extensions, additional project tasks and phases, etc.

5.6: Mutual Aid Agreements

The City enters into agreements with other public agencies to exercise shared powers, privileges, or authorities. A mutual aid agreement is a formal agreement between two or more public agencies relating to the sharing of resources, personnel, and/or equipment. These agreements must comply with applicable provisions of Idaho law, including, but not limited to, Idaho Code §§ 67-2328, 67-2332, 67-2339, and 31-1430.

When entering into an agreement, the potential costs to the City, including the use of resources, personnel, and equipment, must be carefully considered. The agreement shall clearly state whether the City will be reimbursed for these costs or if they will be borne by the City's taxpayers. All Mutual Aid Agreements must be reviewed by the City Attorney's Office, accompanied by a resolution approved by the City Council, and signed by the Mayor.

5.7: Grants

When purchases are funded fully or in part by state or federal dollars, the City will follow the most stringent applicable procurement requirements, which may include a combination of federal, state, and local rules.

The receiving department is responsible for understanding and complying with all grant-related procurement requirements, in addition to City and state policies.

Before making any purchase using federal funds, the Purchasing Coordinator must verify the vendor is not excluded in the System for Award Management (SAM). A dated copy of the SAM report must be retained in the purchasing file.

5.8: Business Preferences

5.8.1: The City supports open competition and does not maintain preferences, quotas, or goals for purchasing from small, minority, or disadvantaged businesses, except as required under certain federally funded programs. However, departments are encouraged to notify these businesses of available bid/quote opportunities and to purchase goods or services from them when possible.

5.8.2: Idaho Code §§ 67-2348 and 67-2349 allow, and in some cases require, the application of a preference for Idaho-based vendors over out-of-state vendors. Such preferences depend on a variety of factors and must be evaluated for each individual purchase. For additional guidance, refer to the Idaho Division of Purchasing's publication titled Understanding & Applying the Idaho Reciprocal Preference Law, which provides further explanation of the statute and its application.

5.9: Tax Exemption

As an Idaho Municipal Corporation, the City of Lewiston is exempt from federal excise taxes and Idaho state sales tax for purchases made in or shipped to Idaho.

Employees must inform vendors of the City's tax-exempt status. If verification is needed, contact Purchasing for Form ST101 or access it via the City IntraNET.

Purchases made in other states are subject to that state's applicable sales and local tax laws.

5.10: Workers' Compensation and General Liability Insurance

All contractors, subcontractors, and businesses providing services to the City while on City property or on another's property at the City's direction, must provide proof of Workers' Compensation and General Liability insurance. The workers' compensation policy must comply with Idaho Code Title 72. Waivers are not permitted, and no other type of insurance can be used as a substitute for Worker's Compensation coverage, unless exempted by law.

Certain occupational exemptions from coverage are allowed and listed under Idaho Code § 72-212. If an exemption applies, a written statement identifying the occupational category must be submitted to the Purchasing Division prior to beginning work. Note: Even when a vendor is exempt from carrying coverage, the requirement does not disappear, it shifts to the City. In these instances, the City pays a premium tax for all vendors performing services on City property (or other's property at the City's direction) that do not have workers compensation coverage on file with the Idaho Industrial Commission at the time the work is performed. The City is also responsible for any associated claims. These costs may be charged to the department that uses the uninsured vendor.

5.11: Cyber Liability Insurance

Vendors providing software, software-as-a-service (SaaS), cloud-based services, data hosting, payment processing services, managed technology services, or services involving access to City networks, systems, or sensitive data shall provide proof of Cyber Liability Insurance.

This requirement applies to vendors that collect, process, store, transmit, or have access to City data, including but not limited to personal identifiable information (PII), financial or payment card information, confidential employee or customer records, and critical infrastructure systems.

The Cyber Liability Insurance policy shall provide coverage appropriate to the nature of the services being provided and the level of risk presented to the City. Coverage limits and specific insurance requirements shall be determined by the Information Systems & Security (ISS) Department in consultation with Risk Management and Purchasing.

Exceptions to Cyber Liability Insurance requirements must be approved in writing by the ISS Department, Risk Management, and Purchasing Division prior to contract execution.

5.12: Professional Liability Insurance

Vendors providing Professional Design Services or Professional Personal Services may be required to maintain Professional Liability Insurance when the services involve the exercise of professional judgment, specialized expertise, design services, consulting services, medical services, legal services, accounting services, auditing services, actuarial services, financial advisory services, insurance consulting services, labor negotiation services, or other professional services that could expose the City to liability arising from errors, omissions, negligence, malpractice, or professional misconduct. The Professional Liability Insurance policy shall provide coverage appropriate to the nature of the services being provided and the level of risk presented to the City. For medical professionals, Professional Liability Insurance may include malpractice coverage, as appropriate to the services being provided. Coverage limits and specific insurance requirements shall be determined by the Purchasing Division in consultation with the requesting department and Risk Management. The City Attorney's Office may be consulted as appropriate.

Exceptions to Professional Liability Insurance requirements must be approved in writing by Risk Management and the Purchasing Division prior to contract execution.

5.13~~1~~: Encumbrances

Funds are to be encumbered by Purchase Order, using the appropriate expense account, as soon as an expense is known or anticipated. Application of this principle helps to ensure funds are available for obligations and reduces the chances of exceeding available budget.

5.14~~2~~: Petty Cash Purchases

Purchases of forty dollars ($40) or less may be made through Petty Cash on a reimbursement-only basis, in accordance with established procedures.

Invoices must be signed by the Department Director or designee and must include relevant comments and the correct accounting code before being submitted to the cashier for reimbursement. The employee receiving reimbursement must sign the Petty Cash Receipt to verify receipt of funds.

5.15~~3~~: Fixed Asset Accounting

Items valued at $1,000 or more with a useful life of at least three (3) years must be recorded and inventoried. Items valued at $5,000 or more will be capitalized and depreciated. When entering a requisition for an asset, the purchaser must change the "Capital Asset" field under the line item from "N" (No) to "Y" (Yes). The appropriate accounting code must be used, and the line-item description should include the brand/make, model, and serial number, if applicable.

5.16~~4~~: Surplus, Trade-In, Scrap, and Recyclable Property

The Purchasing Division is responsible for disposing of surplus property in a manner that provides maximum benefit to the City. Except for nominal value items, scrap metal, and recyclables, all surplus property must be declared surplus by the City Council before disposal. Property purchased with federal or grant funds must also comply with applicable federal regulations under 2 CFR § 200.313 (Equipment) and § 200.314 (Supplies).

Once declared surplus, the Purchasing Division may sell items by auction or another authorized method in accordance with Idaho Code § 67-5732A. Trade-in items are not considered surplus and ~~are handled in accordance with~~ may be applied toward the purchase of replacement goods when determined to be in the best interest of the City. Trade-ins shall be administered as part of the procurement process consistent with the procedures described in ~~and are supported by~~ Idaho Code § 67-9223 ~~as guidance~~. No City property may be sold, traded in, or otherwise disposed of without prior approval from the Purchasing Division.

Nominal value items, defined as having zero value or an estimated value less than the cost of disposal (e.g., broken, obsolete, or non-functional), may be disposed of without formal surplus declaration, but still require approval from the Purchasing Division.

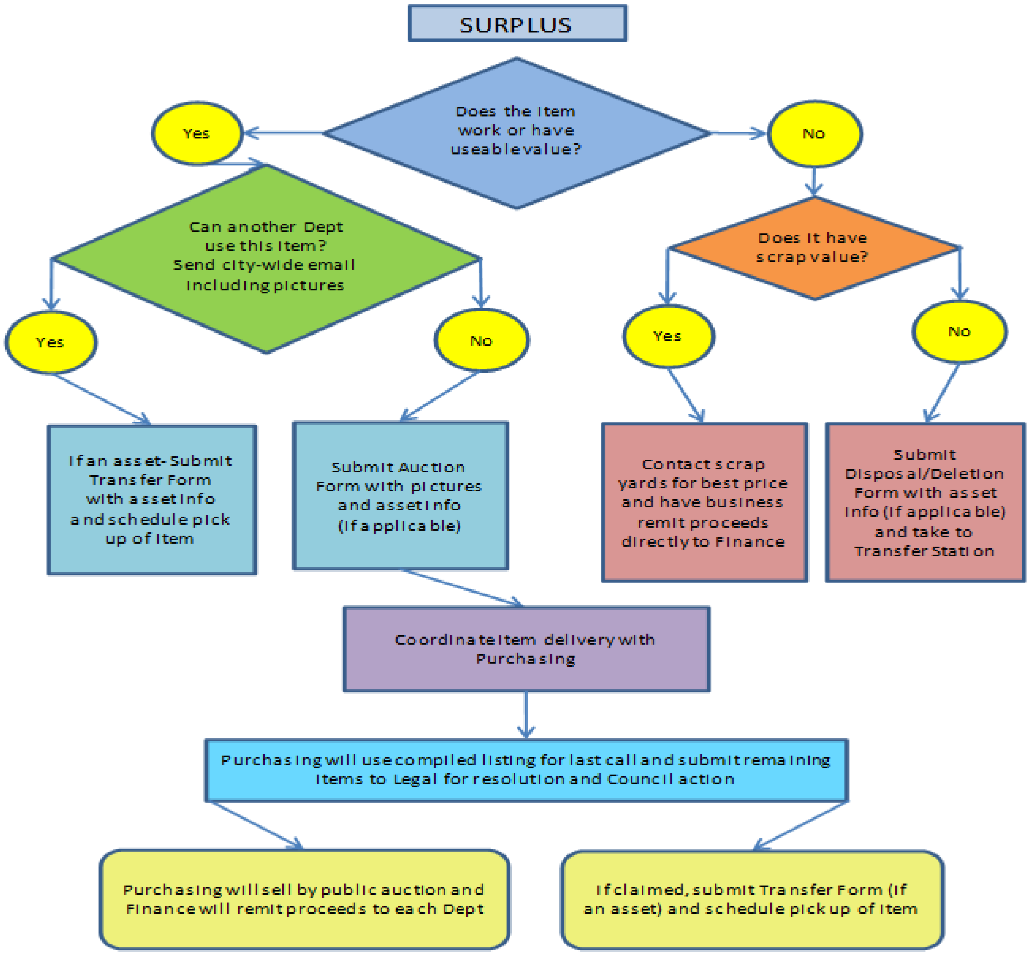
Departments must submit the electronic Surplus Item Submission Form, located on the purchasing page of the IntraNet, and must document the item's condition and disposal method. Each submission is routed to purchasing for review and then forwarded to the appropriate Division Manager or Department Director for final approval.

Purchasing retains all records in accordance with the City's records retention policy and Idaho Code § 67-5732A, as well as the State Personal Surplus Property Policy and Procedures.

Sales of surplus property must be advertised and conducted by public auction unless an alternative method is authorized. City employees, household members, and Council Members are prohibited from bidding on or purchasing surplus City property.

Scrap metal and recyclables are disposed of by the Purchasing Coordinator, or designee, in a manner and at times that achieve the highest return. All proceeds must be submitted to the Finance Department, which is responsible for distributing the funds in accordance with applicable accounting practices and the source of the materials. Scrap and recyclables collected by the Sanitation Division are excluded and managed under Sanitation's procedures.

Withdrawn library materials deemed to have resale value may be sold locally or through used book vendors. Donations may be accepted during book sales. Unsuitable items should be recycled when possible. The Library Director manages this process and must report withdrawn items monthly to the Library Board.



5.17~~6~~: Suggestions

Suggestions that reduce costs, improve efficiency, or enhance supplier service are encouraged. Cost-saving ideas should not compromise service quality. Submit suggestions by email to the Purchasing Division at purchasing@cityoflewiston.org or send via interoffice mail to the attention of the Purchasing Coordinator.

SECTION 6: SANCTIONS

Employees found to have violated the Purchasing Policy will be disciplined in accordance with the City of Lewiston Personnel Policy and/or any applicable collective bargaining agreement to which they are subject.

PURCHASING PROCEDURES

This section outlines the City's purchasing procedures and the forms that support the process. The City acquires a variety of property and services, including goods and services, public works construction, and professional services.

"Cost" is based on the total value of the project, purchase, or contract and may include shipping, delivery, maintenance, consultant travel, multi-year terms, and anticipated additional tasks or phases. Splitting purchases to stay under competitive thresholds is prohibited by Idaho Code § 59-1026.

Whenever possible, the City will seek to use businesses with a significant Idaho economic presence.

SECTION 7: PURCHASE TYPES AND PROCUREMENT REQUIREMENTS

7.1: Competitive Procurement for Purchases of Goods & Services *Idaho Code § 67-2806*
(excludes public works construction and professional design services)

Under $100,000 – Departmental Discretion
Purchases under $100,000 may be made at departmental discretion and may be conducted with any vendor believed to provide the best value. Competitive quotes are encouraged but not required. When applicable, purchases should be distributed among local vendors offering comparable goods or services.

$100,000 to $250,000 – Informal Bid or IRFP *Idaho Code § 67-2806(1)*
For purchases in this range, an Informal Invitation for Bid (IIFB) or an Informal Request for Proposals (IRFP) may be used. While less formal than sealed bids, these processes still require written specifications and documented competition to ensure fairness and compliance.

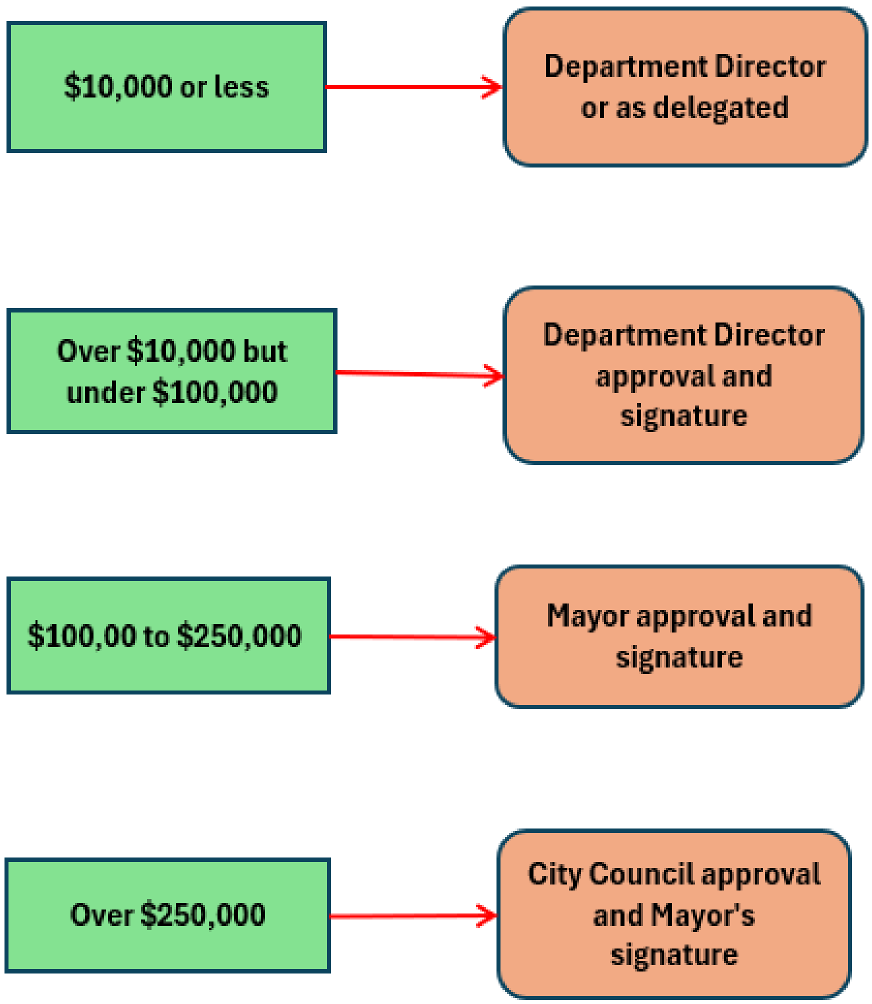
- Specifications must be provided to at least three qualified vendors and include a description, quantity, deadline, and applicable terms
- Vendors must be given at least three (3) business days to respond
- Awards are made to the lowest responsive bidder (IIFB) or the highest-ranked proposer (IRFP)
- Responses must be in writing (mail, fax, email, or delivery)
- Attach ~~responses~~ contract or agreement to the electronic requisition in Munis
- Records must be retained for at least six months

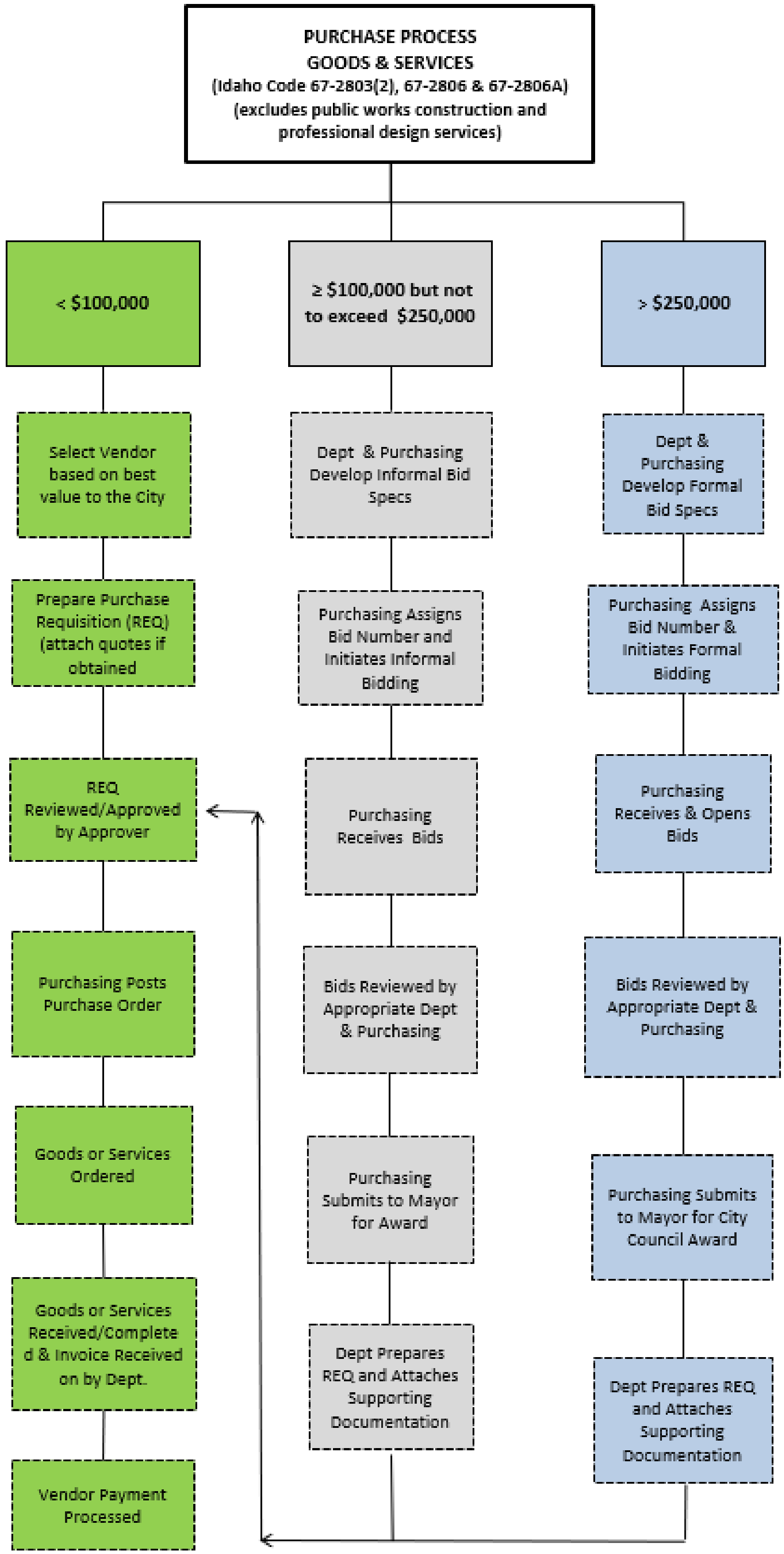
Over $250,000 – Formal Bid or RFP *Idaho Code § 67-2806(2) and § 67-2806A*
For purchases exceeding $250,000, the City must conduct a Formal Invitation for Bid (IFB) or Formal Request for Proposals (RFP). These competitive processes require published notice, formal submittals, and strict procedural compliance to ensure transparency, fairness, and adherence to Idaho Code.

- Use a Formal IFB when price is the primary factor
- Use a Formal RFP when the need cannot be clearly defined or when factors other than price must be considered
- Public notices must include a description of the item or service, where to obtain specifications, the deadline, and bonding requirements, if applicable
- Notices must be published twice in the Lewiston Tribune, with the second at least seven days before the deadline. They will also appear on the City's website and may be posted on third-party sites. Only the Purchasing Division may publish notices

- Sealed bids or proposals must be clearly labeled and submitted to the Purchasing Division by the specified deadline. Late submittals will be returned unopened
- Bids are opened publicly; proposer names are read aloud at the RFP opening. Proposal contents remain confidential until a recommendation is made to the City Council
- Bid security (5%) and performance/payment bonds (100%) may be required at the Purchasing Coordinator's discretion
- Bidders may object to specifications up to three (3) business days before bid opening
- An independent cost estimate must be completed before bids or proposals are received
- Contracts are awarded to the lowest responsive bidder (IFB) or highest-ranked proposer (RFP). In the event of a tie, the City Council may select the most advantageous offer
- The Council may reject all bids and re-advertise or authorize open market purchase by resolution
- Minor bid irregularities may be waived if they do not materially affect the outcome
- If no bids are received, Council may proceed with direct purchase

Contract Approval & Execution
Goods & Services




PURCHASE PROCESS
GOODS & SERVICES
(Idaho Code 67-2803(2), 67-2806 & 67-2806A)
(excludes public works construction and professional design services)
< $100,000
≥ $100,000 but not to exceed $250,000
> $250,000
Select Vendor based on best value to the City
Prepare Purchase Requisition (REQ) (attach quotes if obtained
REQ Reviewed/Approved by Approver
Purchasing Posts Purchase Order
Goods or Services Ordered
Goods or Services Received/Completed & Invoice Received on by Dept.
Vendor Payment Processed
Dept & Purchasing Develop Informal Bid Specs
Purchasing Assigns Bid Number and Initiates Informal Bidding
Purchasing Receives Bids
Bids Reviewed by Appropriate Dept & Purchasing
Purchasing Submits to Mayor for Award
Dept Prepares REQ and Attaches Supporting Documentation
Dept & Purchasing Develop Formal Bid Specs
Purchasing Assigns Bid Number & Initiates Formal Bidding
Purchasing Receives & Opens Bids
Bids Reviewed by Appropriate Dept & Purchasing
Purchasing Submits to Mayor for City Council Award
Dept Prepares REQ and Attaches Supporting Documentation

7.2: Competitive Procurement for Public Works Construction *(Idaho Code § 67-2805)*

Public works construction includes construction and maintenance projects on City-owned buildings, roads, and facilities when performed by non-City personnel. Under Idaho Code § 54-1901(2)(c)(iii), this excludes projects involving two or fewer unrelated building trades. Projects ≥ $10,000 that affect public health, or safety must be prepared, and construction reviewed by a licensed professional engineer (I.C. § 54-1218)

The City of Lewiston will utilize the most current edition of the Idaho Standards for Public Works Construction (ISPWC) for public works construction projects. ISPWC specifications align with industry's best practices across Idaho and provide a consistent standard for site work, utilities, and civil infrastructure. When applicable, project documents shall reference ISPWC divisions and sections as the basis for construction requirements. Any deviations or use of alternative specifications must be clearly identified in the project's bid or contract documents and must be approved in advance by the Purchasing Division and the Department Director overseeing the project.

Under $100,000 – Departmental Discretion
Projects under $100,000 may be awarded to any contractor believed to offer the best value. A current Idaho trade license is required to perform services (e.g., electrical, plumbing, HVAC, general contracting).

- Competitive quotes are not required, but are encouraged
- Projects over $10,000 that involve ~~and involving~~public health & safety shall have ~~(I.C. § 54-1218(2))~~ written specifications ~~must be~~ prepared by a licensed design professional, as required by Idaho Code § 54-1218(2)
- Contracts over $10,000 must be signed by the Department Director
- Bid security is at the discretion of the Department (I.C. § 67-2805-(2)(a)(iv))
- For contracts over $50,000, payment and performance bonds are required pursuant to Idaho Code § 54-1926

$100,000 to $250,000 – Informal Bid *(Idaho Code § 67-2805(1))*
For projects in this range, an Informal Invitation for Bid (IIFB) is required to ensure documented competition and compliance.

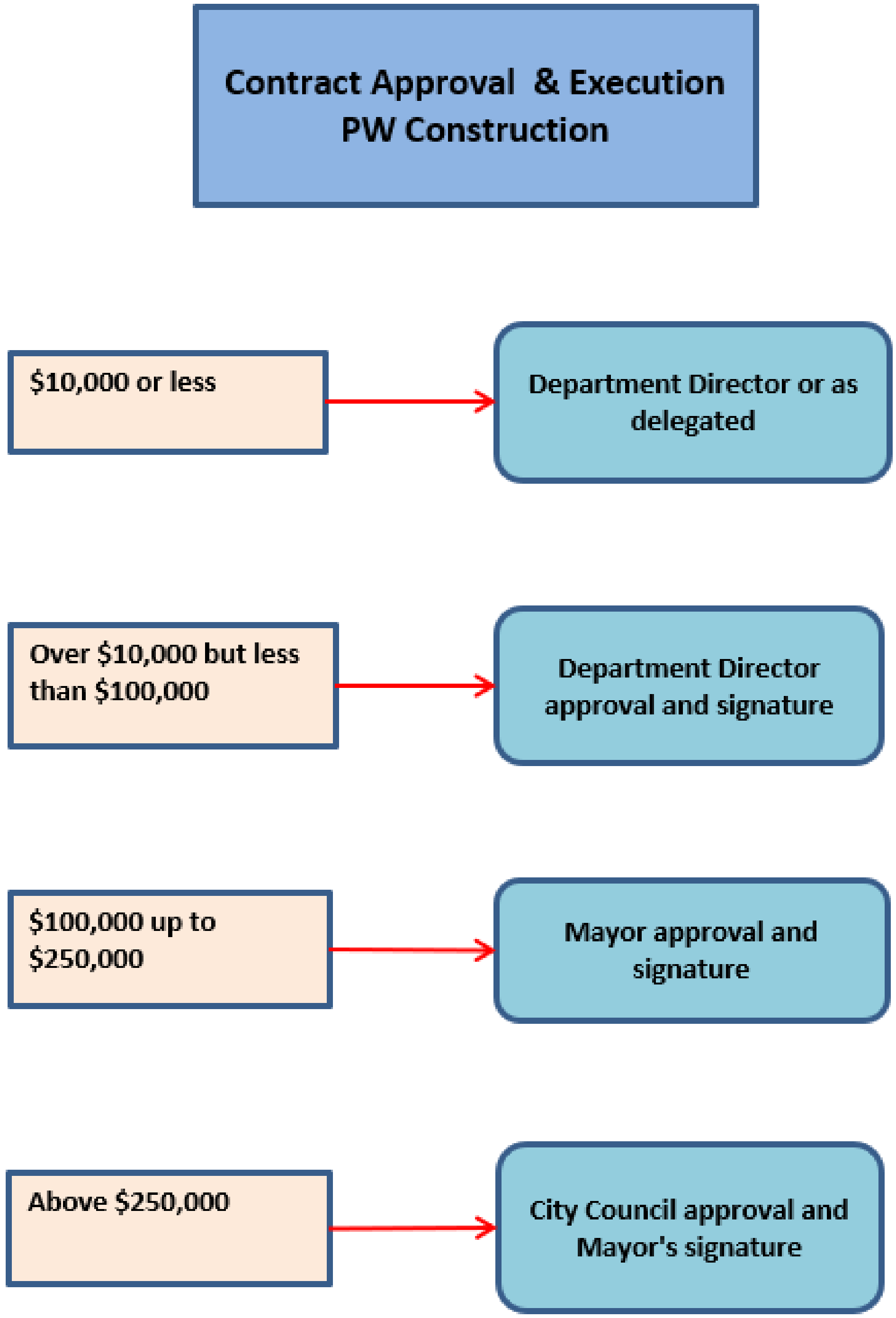
- Written specifications must be prepared by a licensed design professional
- Specifications must be provided to at least three Idaho-licensed public works contractors and include a description of the work, quantity, sample contract, deadline, and any required terms
- Contractors must have at least three (3) business days to respond.
- Responses must be in writing (mail, email, or delivery) and submitted to the Purchasing Division by the stated deadline
- Although not required by Idaho Code, a bid security of at least 5% is recommended.
- Contracts must be attached to the requisition in Munis
- Records must be maintained for at least six months

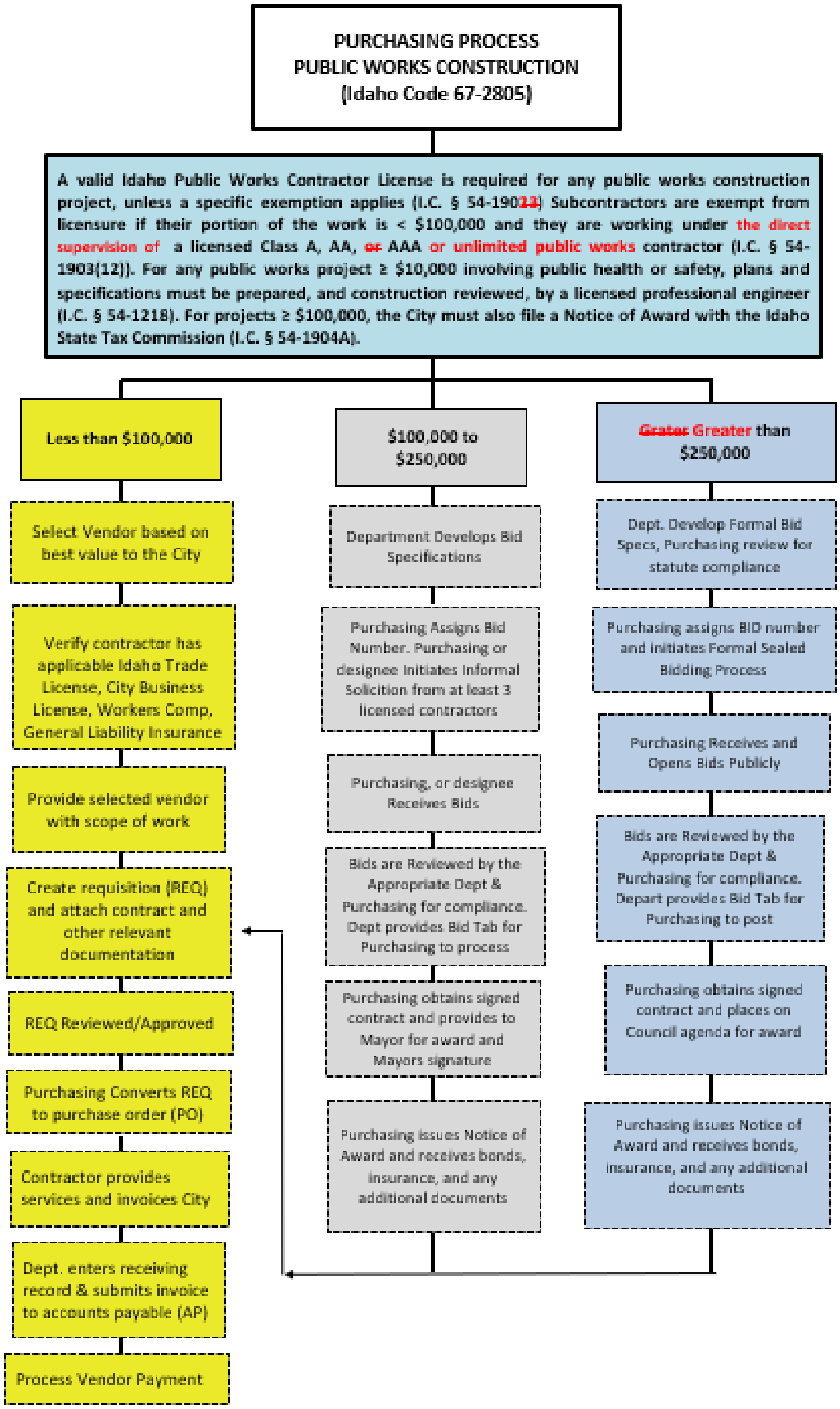
- Payment and performance bonds equal to 100% of the contract value are required.
- A written contract is required

Over $250,000 – Formal Bid Process *(Idaho Code § 67-2805(2))*
A formal bidding process is required for projects exceeding $250,000. Two categories are permitted:

- **Category A:** Open to all Idaho-licensed public works contractors. The City may only consider the amount bid, bidder compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite license, and shall award the bid to the qualified bidder submitting the lowest responsive bid.
- **Category B:** The City can establish prequalification standards based upon the contractor's demonstrated technical competence, experience constructing similar facilities, prior experience with the City, available nonfinancial resources, equipment and personnel as they relate to the subject project, and overall performance history of the contractor's entire body of work. Category B bidding processes require the City to provide these standards for evaluation to prospective bidders.
- Public notices must include a general description, instructions for obtaining bid documents, due date, location for bid opening, and requirements for bid security and bonds
- Notices must be published twice in the Lewiston Tribune; the second notice must appear at least seven (7) days before the bid opening
- Notices will be posted on the City's website and may also appear on third-party platforms. Only the Purchasing Division may publish notices
- Detailed specifications must be made available. Contractors have up to three (3) business days before the opening to object to specifications
- Bids must include a bid security bond of at least 5% of the bid
- Sealed bids must be submitted to the Purchasing Division, clearly labeled with the bid name and number
- Bids received after the deadline will be returned unopened
- Bids will be opened publicly at the stated time and location
- Contracts are generally awarded to the lowest responsive bidder
- Payment and performance bonds for 100% of the contract amount are required, in a form acceptable to the City Attorney and Purchasing Coordinator
- An independent cost estimate must be completed prior to solicitation
- In the event of tied bids, the Council may select the most advantageous offer
- The Council may reject all bids and, by resolution, either re-advertise or authorize the purchase in the open market
- Minor Irregularities may be waived that do not materially impact the bidding process
- If no bids are received, the Council may proceed with direct purchase

- A written contract is required





*This flow chart shows Category A bidding.
For information regarding the Category B process, please contact Purchasing.

CHANGE ORDER PROCESS

PUBLIC WORKS CONSTRUCTION

Thresholds updated per I.C. § 67-2805, effective July 1, 2025

Applies to public works construction as defined by I.C. § ~~67-2805~~54-1901; approval authority based on amended contract total.

Original Contract Amount	Change Order amount or percentage (%) increase (individual or cumulative) over original contract	AND New contract value is	Approved by and change order signing athroity
Less than $10,000	any amount	Under $10,000	Dept Director or Delegate, approves and signs
Less than $100,000	any amount	Total remains under $100,000 (no competitive bidding required)	Dept Director approves and signs
Less than $100,000 without competitive procurement	any amount	$100,000 and Over	Not permitted. Non-competitive purchases, including any change orders or amendments, must stay below $100,000. If must move forward, it would have to be an emergency or sole source procurement and ONLY Council can authorize.
Informally Bid $100,000 up to $250,000	any amount	Less than $100,000	Dept Director approves and signs
	any amount	$100,000 up to $250,000	Mayor approves and signs
Formally Bid ~~$100,000~~ $250,000 and Over, originally approved by Council	Up to $100,000 and up to 10% (change order not to exceed $100,000 total)		Dept Director approves and signs
	$100,000 up to $250,000 and up to 10% (change order not to exceed $250,000 total)		Mayor, approves and signs
	If none of the above apply		Council approves, Mayor~~'s~~ signs

NOTES REGARDING CHANGE ORDER PROCESS CHART

- Unless there is an emergency, no work or services related to a change order may begin until the change order is approved.
- ~~For emergencies, documentation must be completed within three days or as soon as possible in extended situations.~~ In an emergency, the required documentation must be completed within three (3) days or as soon as practicable if circumstances prevent completion within that timeframe.
- All change order documentation must include a budget impact statement and the reason for the change order.
- A copy of the approved change order must be attached to the purchase order change order request.
- Following Council approval of a change order, the revised contract amount ~~total~~, including all previously approved changes, become ~~resets~~ the new "base" contract amount. Use the new base when referencing thresholds in this chart.

7.3: Procurement of Professional Design Services & Roster-Based Selection

Idaho Code § 67-2320 governs the procurement of professional engineering, architectural, landscape architectural, land surveying, and construction management services. These services must be obtained based solely on the demonstrated competence and qualifications, with pricing negotiated only after a firm has been selected.

The City shall establish a Consultant Roster by publicly advertising a Request for Qualifications (RFQ) at least once every five (5) years, in accordance with Idaho Code § 67-2~~805~~320(2)(j). To be considered for inclusion on the roster, SOQs must be received by the closing date stated in the RFQ. Submittals received after the closing date will not be accepted.

An Evaluation Committee will score all eligible SOQs using published criteria, including relevant experience, key personnel qualifications, local familiarity, and quality control procedures. The criteria shall include the following:

- Qualifications of the Project Manager
- Qualifications of the Firm and Staff
- Relevant Project Experience and References
- Geographic Considerations
- Understanding and Implementation Strategy

Pricing is not included in the scoring or evaluation of Statements of Qualifications and shall only be negotiated after a firm is selected. Only firms meeting or exceeding the minimum scoring threshold will be placed on the City's preapproved Consultant Roster. The list of ranked respondents, including the scoring used to develop the ranking, shall be made available to the public.

7.3.1 Selecting from the Consultant Roster

Once the roster is established, departments may select firms directly from the roster for future projects without additional public advertisement. The City will enter into a Master Professional Services Agreement (MPSA) with each rostered firm. This agreement does not guarantee future work but allows for timely project execution.

When a project arises, the department shall define the scope of work and identify the most qualified firm from the roster based on the firm's pre-scored qualifications and relevance to the service category ~~classification~~. Upon successful scope and fee negotiations, a Task Order will be executed under the existing MPSA.

If negotiations with the highest-ranked firm are unsuccessful, they must be formally terminated in writing. Negotiations may then proceed with the next most qualified firm. Agreements must be fair and reasonable based on the project's value, scope, and complexity.

Departments are not required to use the Consultant Roster and a formal RFQ may be issued at any time.

7.3.2 Selecting Outside the Consultant Roster

A formal RFQ process is required when:

- Federal funding mandates a public RFQ process
- No suitable roster firms exist for the project type
- The department desires broader competition

Formal RFQs are publicly advertised and evaluated solely on qualifications, consistent with Idaho Code § 67-2320.

7.3.3 General Selection Requirements and Thresholds

Anticipated fees must include all project phases such as study, design, bidding, construction support, and closeout. Tasks may not be separated to avoid competitive procurement thresholds. Selection and approval authority is based on the total anticipated cost of services:

- Under $50,000: Selection may be made directly to a firm or to a single firm on the Consultant Roster. A written agreement is required.
- $50,000 and above: ~~A formal RFQ process is required if not utilizing the roster.~~ The City shall utilize the Consultant Roster or conduct a formal RFQ process in accordance with Idaho Code §67-2320. Formal RFQ's shall be publicly advertised and evaluated solely on qualifications.

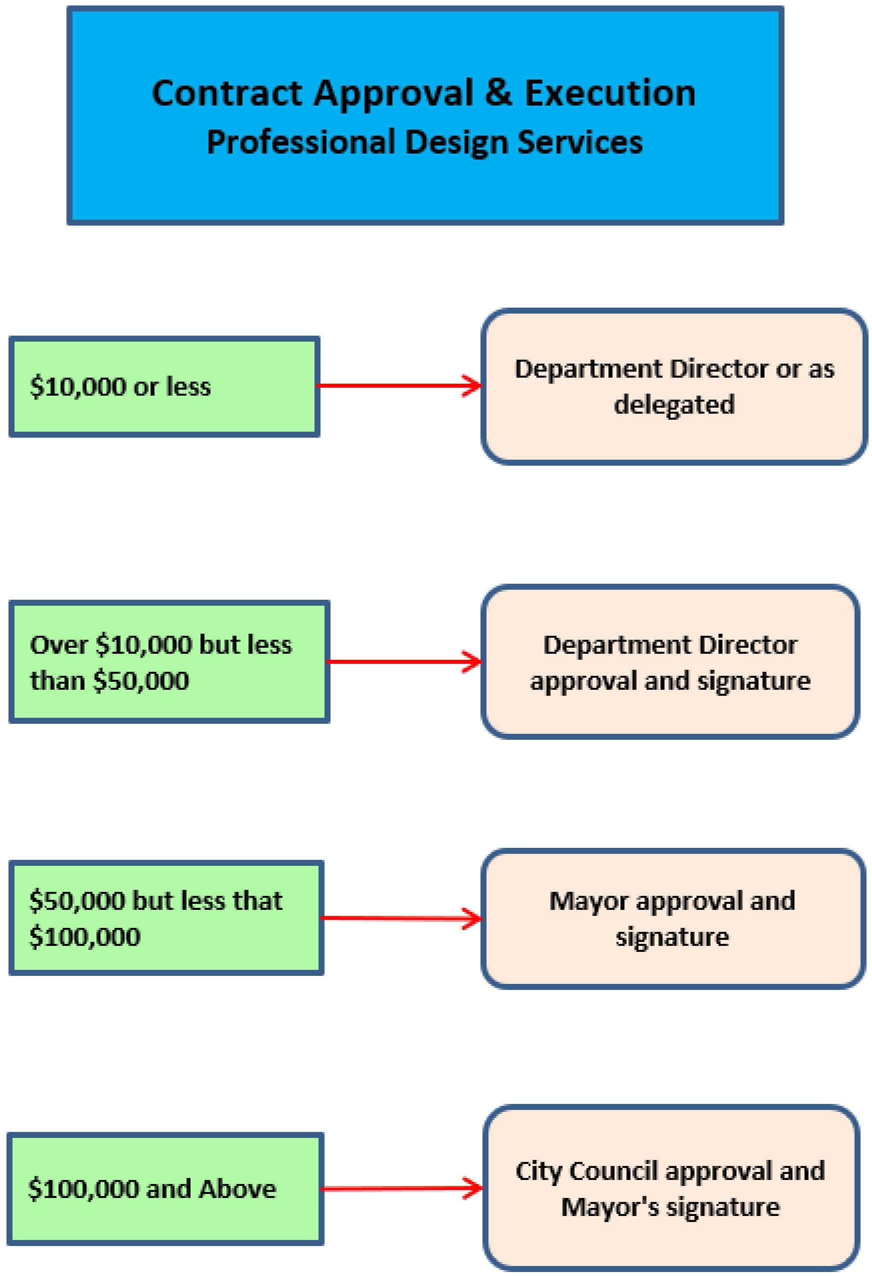
Price is not considered during the evaluation and selection process. Negotiations related to scope and pricing shall only occur after a firm has been selected based on qualifications, in compliance with Idaho Code § 67-2320.

Firms selected for early phases outside of a competitive qualifications-based selection process may be excluded from participating in subsequent phases of the project if such participation creates an organizational conflict of interest or result in an unfair competitive advantage. This is in accordance with Idaho Code § 67-2320(4) and supports the City's obligation to avoid the appearance or practice of bid splitting as outlined in Idaho Code § 59-1026. Refer also to the Organizational Conflict of Interest and Bid Splitting sections of this policy.

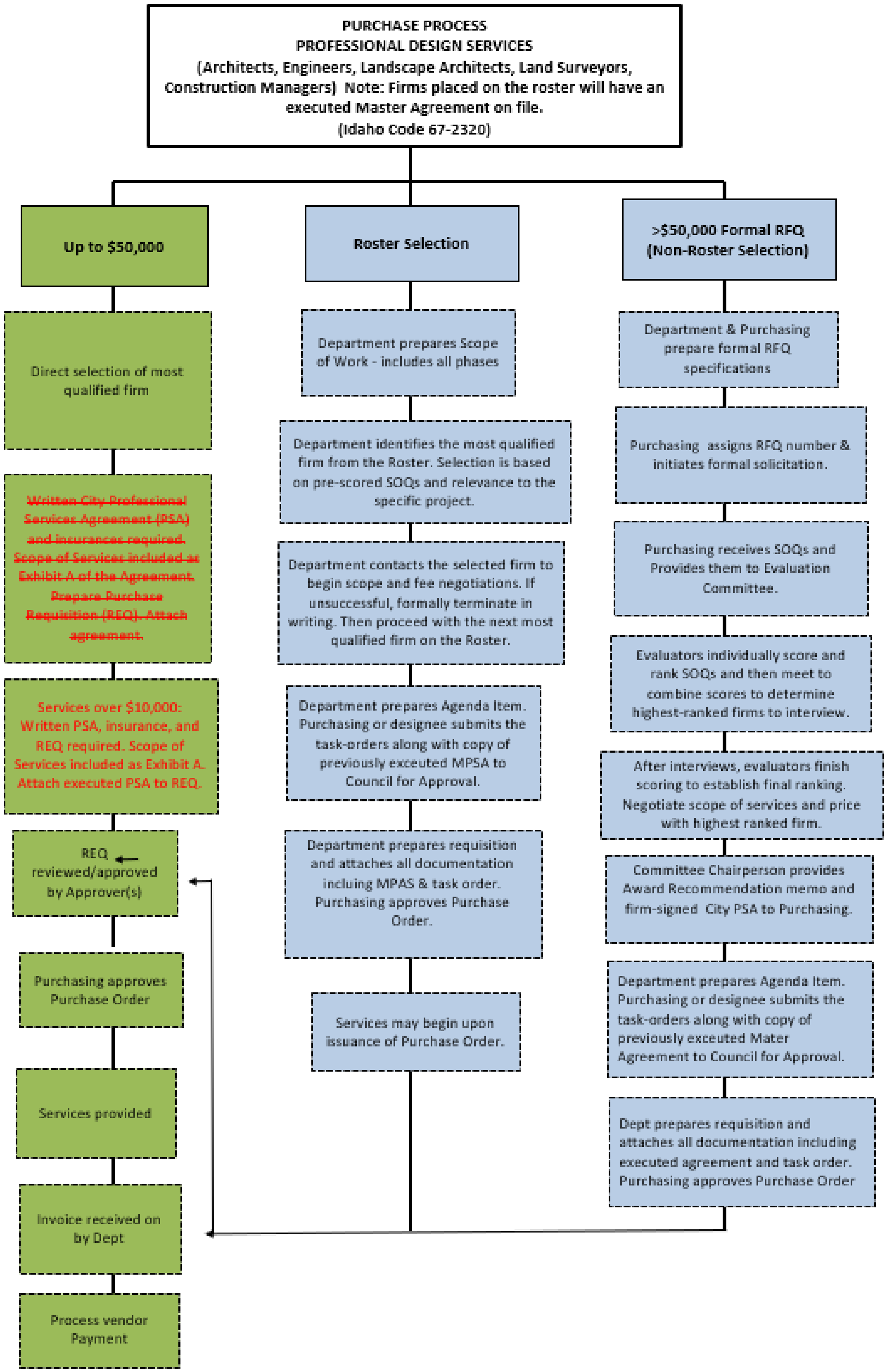
7.3.4 Interviews and Phased Projects

When more than three firms are under consideration, rankings will determine which firms are invited to interview. The highest-ranked firms, ~~T~~typically~~,~~ the top two or three, ~~firms are~~ may be invited for interviews~~ed~~ unless a competitive range is established. ~~When fewer than three firms respond, all respondents may be interviewed unless the RFQ states otherwise.~~

If a department has an existing professional services agreement for an associated or phased project, a contract extension may be negotiated with the same firm without repeating the full qualifications-based selection (QBS) process, in accordance with Idaho Code § 67-2320(4). City Attorney and/or Purchasing review is required if the extension amount is $50,000 or more.



Note: For phased or associated extensions, City Attorney review is required if the added amount is $50,000 or more. City Council approval is required, if the new total contract amount is $100,000 or above.



Note: Refer to the Contract Approval and Execution graph on the previous page for signing authority and approval requirements.

AMENDMENT PROCESS

PROFESSIONAL DESIGN SERVICES

Idaho Code § 67-2320

Applies to engineering, architectural, landscape architectural, land surveying, and construction management services. Approval authority based on amended contract totals.

Original Contract Amount:	Change amount or % increase (individual or cumulatively) over original contract	AND New contract value is	Approved by and change order signing authority ~~athroity~~
Less than $10,000	any amount	Under $10,000	Dept Director or Delegate, approves and signs
Over $10,000 but l~~L~~ess than $50,000	any amount	Over $10,000 and t~~T~~otal remains under $50,000 (direct qualified selection)	Dept Director approves and signs
Originally selected through Qualified Based Selection (QBS)	Up to $50,000 or 10% (not to exceed $50,000)	Less than $50,000	Dept Director approves and signs
	Up to $100,000 or 10% (not to exceed $100,000)	$50,000 but under$100,000 ~~up to~~	Mayor approves and signs
	any amount	$100,000 and Over	Council approves, Mayor~~'s~~ signs

NOTES REGARDING AMENDMENT PROCESS CHART

- Price cannot be a factor during qualifications-based selection (QBS) evaluation per Idaho Code § 67-2320. Selection must be based solely on qualifications.
- Unless there is an emergency, no work or services related to a change order or contract amendment may begin until the change order is approved.
- ~~For emergencies, documentation must be completed within three days or as soon as possible in extended situations.~~ In an emergency, the required documentation must be completed within three (3) days or as soon as practicable if circumstances prevent completion within that timeframe.
- All amendment documentation must include a budget impact statement and the reason for the change.
- A copy of the approved contract amendment must be attached to the purchase order change order request.
- Following Council approval of an amendment, the revised contract amount~~total~~, including all previously approved changes, becomes ~~resets~~ the new "base" contract amount. Use the new base when referencing thresholds in this chart.

7.4: Professional Personal Services

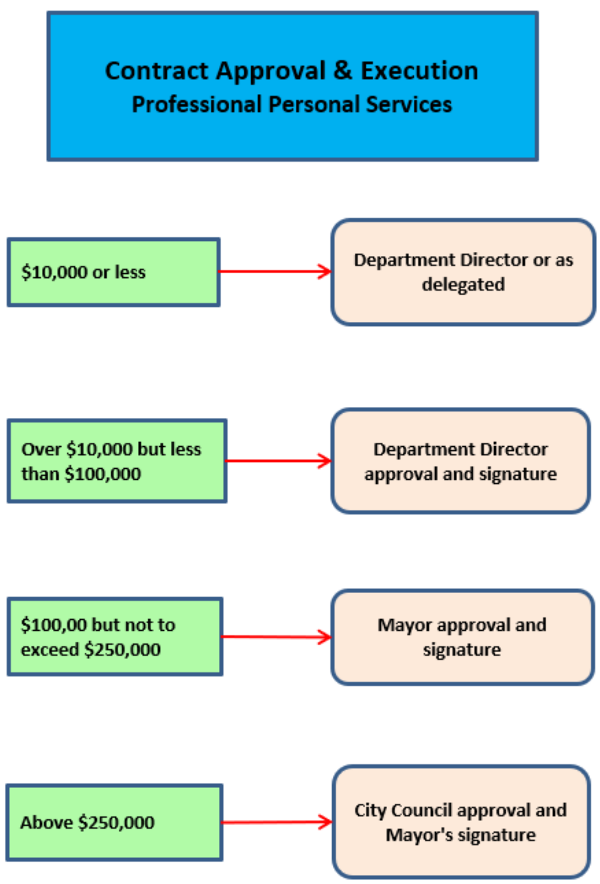
Professional ~~Personal~~ Services include legal, financial, insurance, medical, and other specialized consulting services provided by individuals or firms. These services are exempt from the competitive procurement requirements pursuant to Idaho Code ~~not governed by Idaho Code~~ § 67-2803(4~~320, which applies to design professionals. Instead, they fall under Idaho Code § 67-2810, which permits consideration of both qualifications and cost.~~).

Such services may be procured based on a combination of qualifications, relevant experience, ability to meet project timelines, fee appropriateness, and overall value to the City. Selection is not based solely on price. When price will be considered alongside qualifications, the City may issue a Request for Proposals (RFP) to ensure transparency and a structured evaluation process.

A written agreement is required when total fees exceed $10,000. Personal service contracts with annual payments exceeding $30,000 shall be published in accordance with Idaho Code § 67-2810 ~~requires publication of any contract award over $30,000~~ within fifteen (15) days after entering into the contract~~of signing~~. Early coordination with the Purchasing Division and the City Attorney's Office is encouraged to ensure timely legal review and to incorporate appropriate risk management provisions or industry-specific terms.

While not required by statute, the City encourages the informal solicitation of quotes or proposals from multiple qualified providers when time permits, to ensure the best value.

Approval thresholds for Professional Personal Services are as follows:



Certain services may also require documentation such as proof of insurance coverage (e.g., medical malpractice, professional liability), or confidentiality and non-disclosure agreements as appropriate for the service provided.

Firms or individual providers must disclose any potential conflicts of interest prior to the award.

7.5: Information Technology

All technology purchases, including security system components, phone system components, mobile devices, network devices, software applications, technology consulting and maintenance contracts require prior approval from the Director of Information Systems and Security (ISS) or designated approver.

- All information technology and software purchases, subscriptions, or agreements must be submitted to the ISS Department by completing the Software Approval Audit Request, which is located on the City IntraNet, prior to submitting a requisition, making a purchase, or authorization by the Department Director or designated approver

- ISS software approval audit certificate must be attached to the requisition (REQ)

- For security-critical devices or systems, the ISS Department will conduct thorough assessments to identify and mitigate potential risks

- The ISS department must be named as the Technical Contact for all software agreements and maintain at least one administrative account in the utilized software

- All information technology and security purchases must follow the applicable purchasing process in SECTION 7.1 COMPETITIVE PROCUREMENT FOR PURCHASES OF GOODS AND SERVICES based on total expected cost

- The complete Information Technology and Security Purchasing Policy is located on the IntraNet in the Policy Center section under Information Technology Policies and Procedures.

7.5.1: Use of Artificial Intelligence in Procurement

The use of Artificial Intelligence (AI) in support of procurement activities must comply with the City's most current official AI Policy (Currently Policy No. 2024-05), which can be found in the policy section of the City's website. This includes requirements for responsible use, protection of confidential and regulated information, mandatory human review, and limitations on software or services used.

AI tools, including features built into common applications like Microsoft Office, Adobe products, email, or web browsers, may be used to assist with procurement-related tasks such as drafting specifications, summarizing documents, or conducting market research. All AI-generated content must be subject to thorough human oversight and validation prior to use in any official capacity.

AI-generated content must not be used to make final procurement decisions. Oversight, validation, and documentation must be maintained to ensure compliance with City policy, procurement regulations, and applicable state and federal laws.

The use of non-City-approved AI software applications or browser extensions is prohibited unless advance written approval is obtained from the Information Systems & Security (ISS) Director.

Note:
Due to the widespread integration of AI features in modern business software, employees should check whether any “smart” or “suggested” content (such as Copilot, ChatGPT, or similar features) is being used. When in doubt, consult the ISS Department for clarification.

7.6: Purchases Exempted from Competitive Procurement

7.6.1 Emergency
Emergency procurement, as defined in Idaho Code § 67-2808(1), applies when there is a great public calamity such as flood, fire, epidemic, or other disaster; a matter of national or local defense; or an immediate need to prevent serious damage to life, health, or property. There is no dollar threshold. The focus is on the urgency and necessity of the situation.
When an emergency arises, it must be promptly communicated to the Mayor. Depending on the severity and timing, the Mayor may:

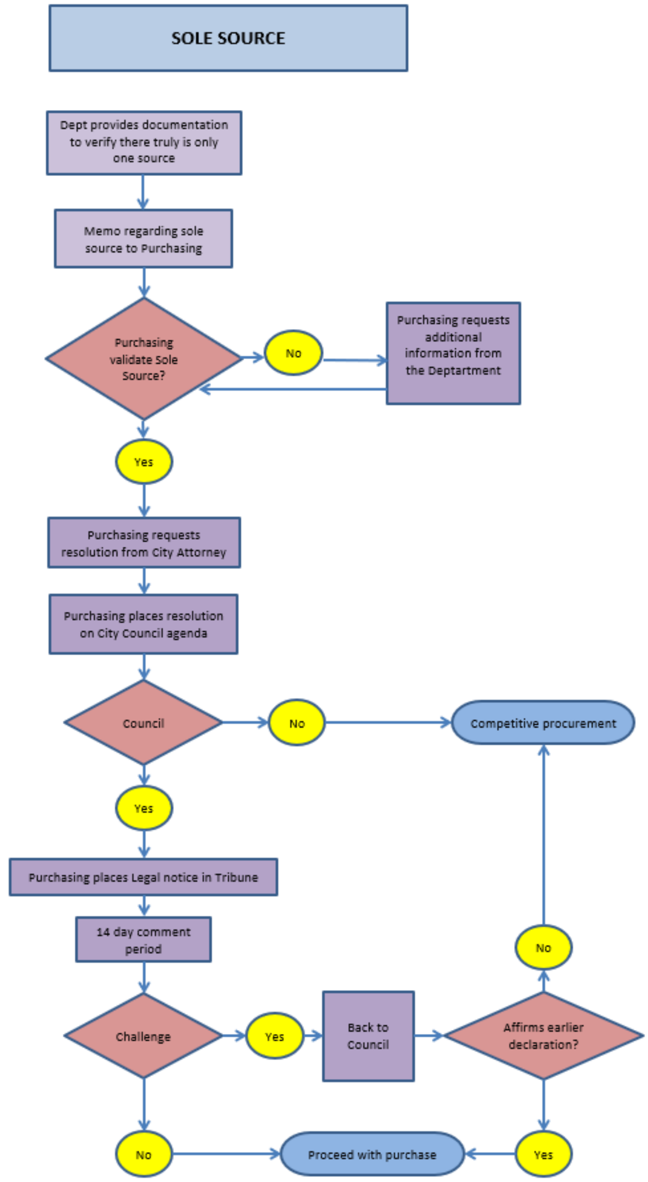
- Declare an emergency and authorize departments to proceed, followed by a City Council meeting within 24 hours to ratify the declaration
- Call a special emergency meeting of the City Council to declare an emergency by resolution
- Request an emergency declaration during a regular Council meeting or work session, if timing allows

Once the emergency is officially declared, a notice must be submitted to the State of Idaho. Departments may proceed with necessary purchases without formal competitive processes. However:

- A written agreement or purchase order is still required
- Requisitions, POs, and change orders must be entered into the financial system
- The emergency resolution number must be listed first in the PO description for tracking
- Vendors must hold required state licenses, general liability insurance, and workers’ compensation coverage
- All normal insurance, bonding, and licensing requirements remain in effect
- When feasible, modified procurement (e.g., shortened bid windows) may be used, especially if declared during a regular Council meeting

All contract signing must follow the Contract Approval & Execution Chart.

7.6.2 Sole Source
Sole source procurement, as defined in Idaho Code § 67-2808, applies when only one vendor is reasonably available to provide a required good or service. A sole source declaration must be reviewed by the City Attorney, who prepares the resolution for City Council consideration. Once declared, a notice must be published in the *Lewiston Tribune* followed by a 14-day public comment period, as required by statute. Departments must follow standard requisition and purchase order procedures, and contract signing must follow the appropriate Contract Approval & Execution Chart.



7.6.3 Joint Purchasing

Joint purchasing is authorized under Idaho Code § 67-2807 and allows the City to participate in cooperative procurements with other public agencies. One agency is designated as the Lead Agency and is responsible for conducting the competitive bidding process. The City Attorney must review the request and prepare the resolution for City Council consideration of participation in the joint purchase. Departments must follow standard requisition and purchase order procedures, and contract signing must follow the appropriate Contract Approval & Execution Chart.

7.6.4 Cooperative Contracts

Cooperative purchasing is authorized under Idaho Code § 67-2807 and allows the City to procure goods or services through contracts awarded by cooperative purchasing organizations of which the City is a member. These contracts are treated as if they were competitively bid by the City and do not require a separate competitive process. There is no defined dollar threshold under the statute; however, departments must perform due diligence to ensure that the pricing offered through the cooperative is fair and reasonable when compared to what the City would likely pay through its own competitive process.

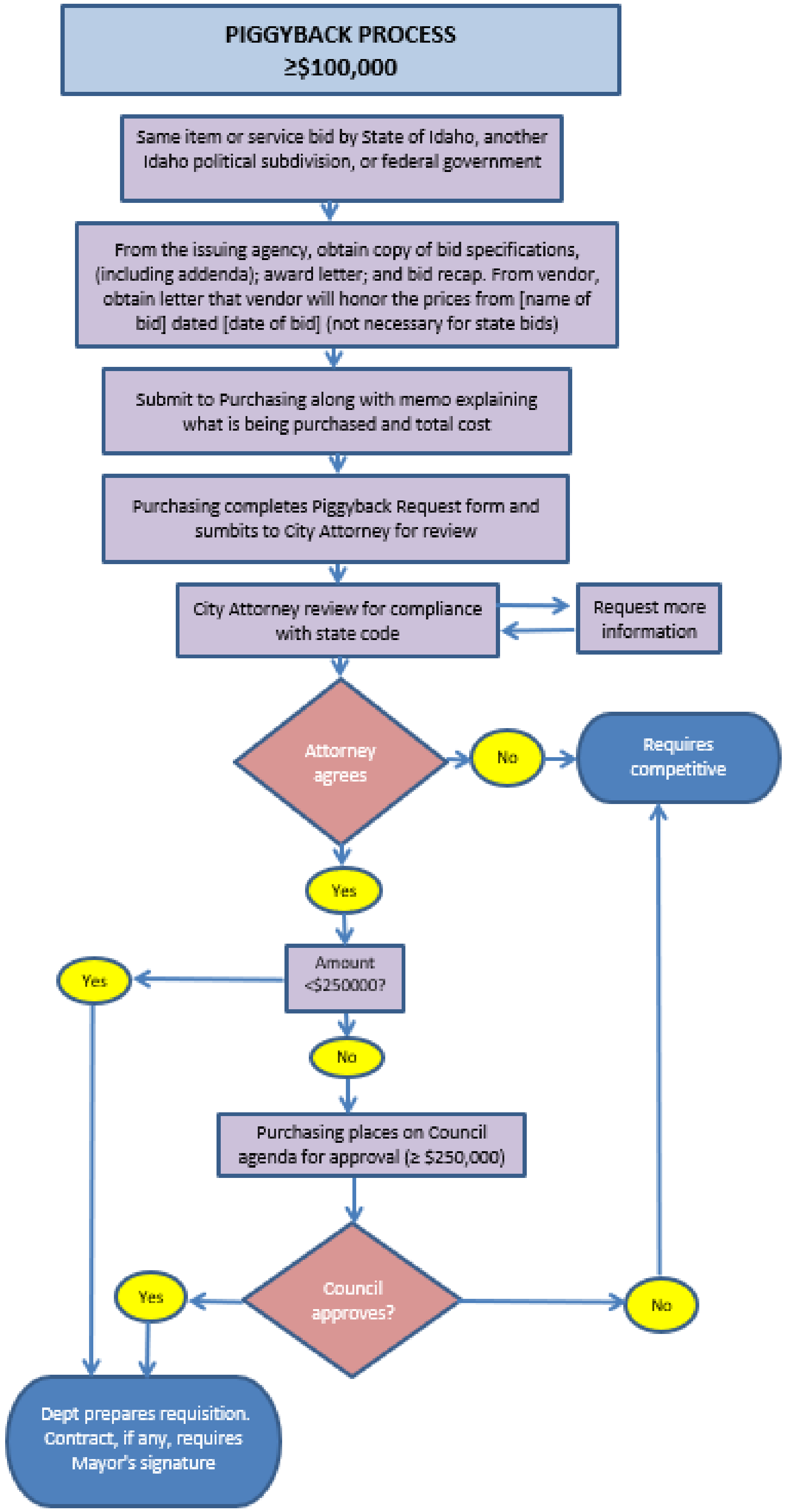
Membership in a cooperative purchasing organization requires prior approval by the City Council. Prior to seeking Council approval, membership documents must be reviewed by the City Attorney's Office. Once membership has been approved by Council, individual purchases made under a cooperative contract only require Council approval when the purchase amount exceeds the Mayor's signature authority.

Contract signing must follow the appropriate Contract Approval & Execution Chart.

7.6.5 Piggybacking
Piggybacking is authorized under Idaho Code § 67-2803(1) and (10) and allows the City to purchase goods or services from an existing contract that was formally bid by the State of Idaho, another Idaho political subdivision, or the federal government. The original contract must allow piggybacking, and the vendor must agree to extend the same terms and pricing to the City. City Attorney review is required prior to execution, and contract signing must follow the appropriate Contract Approval & Execution Chart. Departments must also follow standard requisition and purchase order procedures.

7.6.6 Other exemptions listed in Idaho Code § 67-2803
Including:

- Purchases less than $100,000
- Personal or professional services by an independent contractor
- An interest in real property
- Insurance
- Costs of participation in joint powers (mutual aid) agreements with other units of government
- Purchase of used personal property
- Procurement from federal government general services administration (GSA) or federal multiple award schedules (MAS)
- Good for direct resale
- Travel and training
- Repair of heavy equipment
- Ongoing maintenance and licensing of software previously procured through a formal competitive process
- Public utilities
- Used equipment at an auction if authorized by the City Council


PIGGYBACK PROCESS
≥$100,000
Same item or service bid by State of Idaho, another Idaho political subdivision, or federal government
From the issuing agency, obtain copy of bid specifications, (including addenda); award letter; and bid recap. From vendor, obtain letter that vendor will honor the prices from [name of bid] dated [date of bid] (not necessary for state bids)
Submit to Purchasing along with memo explaining what is being purchased and total cost
Purchasing completes Piggyback Request form and sumbits to City Attorney for review
City Attorney review for compliance with state code
Request more information
Attorney agrees
No
Requires competitive
Yes
Amount <$250000?
Yes
No
Purchasing places on Council agenda for approval (≥ $250,000)
Council approves?
Yes
No
Dept prepares requisition. Contract, if any, requires Mayor's signature

SECTION 8: REQUISITIONS & PURCHASE ORDERS

8.1: Requisition
The Requisition (REQ) shall be used to request the purchase of supplies or services and to ensure funds are available and set aside (encumbered) for the total cost of the purchase. No purchase shall be made until the requisition has been entered, approved, and converted to a purchase order.

Before requesting goods or services from a vendor or entering a requisition (REQ), confirm that the vendor is already set up in MUNIS and has all required licenses and insurance on file.

To create a REQ, open the City's MUNIS software and complete a "Requisition Entry." Use the appropriate expense account. Use an appropriate general description that defines what type of supply or service is being procured and provide an expanded description in the line item that defines the purchase to all readers, which may include Finance Department staff, City Council or the public. When the form is completed click "Release" which will start the approval workflow process. The approver is responsible for ensuring the correct vendor, description, expense account, and amount are on the REQ and that the~~at~~ vendor possesses any required licenses and insurances. Once approved, the REQ will be routed to the Purchasing Division and converted into a Purchase Order (PO).

8.2: Annual Requisition (BPO)
In instances where monthly payments are made to a vendor during the year, create one requisition (REQ) listing the months and payment amount at the start of the fiscal year or contract term.

In instances where payments of varying amounts will be made to a vendor during the year (such as office supplies or copier maintenance agreements), create one REQ with a lump sum amount as the quantity and a unit price of $1.00. This will be turned into a Blanket Purchase Order (BPO) for use to pay invoices as needed throughout the year. Instructions for processing a BPO may be found on the IntraNet under Purchasing.

A BPO is ideal when you anticipate needing to purchase items from a particular vendor throughout the year, but the exact items or costs are unknown at the time of issuance, or when there is a set recurring monthly expense. When creating a BPO, be descriptive in the line items and provide specific examples of the types of items that may be purchased. For instance, instead of a generic description, list specific items such as "notebooks, pens, paper, filing supplies," and note any exceptions, such as "this BPO is not to be used for office equipment and/or furniture." This level of detail ensures clarity in what the BPO covers.

Once the BPO has been issued, Directors and authorized approvers should carefully consider and limit the number of employees who have access to use the BPO. The authorized approver must review and sign the invoice before it is submitted for payment, verifying that all items purchased were authorized and for City use. To maintain proper division of powers, when the purchaser of the items under a BPO is also an authorized approver, they should have another authorized approver sign the invoice before it is submitted for payment. Invoices submitted without proper authorization will be returned by Finance.

For BPOs set up for consistent monthly recurring payments (such as leases or fixed-price service contracts), Finance may waive the requirement for individual invoice approval signatures if the BPO clearly documents the monthly schedule and amount. The Purchasing Division and Finance Department will determine during BPO setup whether this exception applies.

8.3: Purchase Order

All Purchase Orders (PO) will be processed by the Purchasing Division. No PO will be issued without a properly processed REQ. For requisitions under $5,000, the final requisition approver may convert the REQ to a PO. ~~The approver is responsible for ensuring the correct vendor, description, expense account, and amount are on the REQ and that that vendor possesses any required licenses and insurances.~~

For requisitions over $5,000, a copy of the quote, proposal, contract, or other supporting procurement documentation must be attached to the REQ to support the purchase and ensure proper documentation.

8.4: Purchase Order Receiving

~~All Purchase Orders (PO) will be processed by the Purchasing Division. No PO will be issued without a properly submitted and approved requisition (REQ). For requisitions under $5,000, the final requisition approver may convert the REQ to a PO. The approver is responsible for ensuring the correct vendor, description, expense account, and amount are included on the REQ, and that the vendor possesses any required licenses and insurance. For requisitions over $5,000, a copy of the quote and/or contract must be attached to the REQ to support the purchase and ensure proper documentation.~~

When goods or services listed on a Purchase Order have been received and verified, the originating department shall enter a receiving record in MUNIS. Using the Purchase Order Receiving function, complete the receiving record and accept the receipt.

The Purchase Order number shall be referenced on the vendor invoice before forwarding the invoice to Accounts Payable for payment processing.

When only a portion of the goods or services has been received, enter receiving only for the items received and indicate that the Purchase Order is to remain open. Additional receiving records shall be entered as remaining goods or services are received.

Payment shall only be made after goods or services have been received and verified. Any exception for advance payment must be expressly stated in the contract and approved by Finance.

DEFINITIONS

Asset: Property owned by the City with monetary value, including salvage value. Assets valued at $1,000 or more with a useful life of at least three years are recorded. Assets valued at $5,000 or more are depreciated.

Associated Project: A project or service related to another in function, location, or phase, requiring coordination across tasks or activities.

Bid: A written offer to provide goods or services for a stated price. Also refers to the process of soliciting such offers.

Bid Security: A financial guarantee submitted with a bid or proposal to ensure contract execution. May be cash, cashier's check, or bid bond. Forfeited if the awardee fails to enter into contract or provide required bonds.

Bonds: Surety-backed guarantees ensuring contractor performance or payment. Includes bid bonds, payment bonds (protect subcontractors/suppliers), and performance bonds (ensure contract completion). Not insurance.

Change Order: A formal change to an existing purchase order or contract due to unforeseen circumstances, within the original scope.

City: The City of Lewiston, Idaho.

City Department: Any operational unit of the City, including Community Development, Executive, Finance, Legal, Fire, Police, Parks & Recreation, Library, Information Technology, and Public Works.

Competitive Procurement: The process of acquiring goods or services through open competition. Includes IFBs, RFPs, and RFQs.

Competitive Range: In RFP or RFQ processes, the group of proposals with a reasonable chance of award based on technical and pricing evaluations.

Contractor: A business or individual providing services to the City. May also be referred to as a vendor.

Department Director: A manager in charge of a City department.

Division Manager: Is a manager in charge of day-to-day operation of a City division.

Emergency: An urgent, unexpected situation requiring immediate action to protect life, health, or property.

Employee: Any person employed by the City, including full-time, part-time, temporary, and probationary employees.

Favoritism: Unfair preferential treatment given to an individual or group at the expense of others.

Firm: A business or individual offering professional services to the City.

Household Member: A spouse, dependent, or any individual the employee is legally obligated to support.

Invitation for Bid (IFB): A formal, publicly advertised solicitation used to obtain competitive sealed bids based primarily on the lowest responsive bid price.

Immediate Family Member: Spouse/partner, children, parents, grandparents, siblings, in-laws, legal guardians, and wards—regardless of residence.

Informal Invitation for Bids (IIFB): A less formal bid process not requiring newspaper advertisement. Requires written specs sent to at least three qualified bidders.

Informal Request for Proposals (IRFP): A less formal RFP process without public notice. Requires written specs sent to at least three qualified proposers. Excludes public works and qualifications-based selection (QBS) services.

Request for Proposals: A formal, competitive solicitation used when goods or services cannot be clearly defined by specifications alone and when award will be based on a combination of factors, including qualifications, experience, and cost.