
The public is invited to observe City Council Work Sessions. However, the agenda for Work Sessions does not include an opportunity for public interaction. Seating in the Council Chambers may be limited. All seating is available on a first-come, first-serve basis. The public also may view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>.

This meeting may be canceled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting of the City of Idaho Falls, you may contact City Clerk Corrin Wilde at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 not less than 48 hours prior to the meeting. They can help accommodate special needs.

CITY COUNCIL WORK SESSION

Times listed in parentheses are only estimates.

Call to Order and Roll Call

Public Works:

Update and Discussion: GIFT Update and Microtransit Professional Services Agreement Renewal. (30)

Action: Council Direction to Staff (or take other appropriate action)

Update and Questions: Water Tower. (15)

Action: Council Direction to Staff (or take other appropriate action)

Legal, Parks and Recreation, and Public Works Department:

Review and Discussion: Ordinances related to alcohol regulations, trapping policies, Littering rules, and Right-of-Way agent responsibilities. (45)

Action: Council Direction to Staff (or take other appropriate action)

Mayor and Council:

Mayor and Council Reports: Calendars, Announcements Events, Reports, Updates, Concerns, Questions, and Discussion (30).

Action: Council Direction to Staff (or take other appropriate action)

DATED this 3rd, day of May 2024



Corrin Wilde, City Clerk

Public Works

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE
CITY OF IDAHO FALLS, IDAHO, AND IDAHO FALLS DOWNTOWNER, LLC**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE CITY OF IDAHO FALLS, IDAHO, AND IDAHO FALLS DOWNTOWNER, LLC ("Agreement") is made and entered into this _____ day of ~~2023~~, 2024, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 ("City"), and Idaho Falls Downtowner, LLC, a Florida Limited liability Company, LLC, 210 NE 4th Ave, Delray Beach FL 33483 ("CONTRACTOR").

WHEREAS, CITY desires to ~~implement~~ continue a flexible public transportation microtransit service ~~pilot-project~~ that provides on-demand/all-in-one services to the general public in Idaho Falls; and

WHEREAS, CITY issued a RFP # IF-22-02 on December 22, 2021, inviting the public to submit proposals to provide a turnkey service, to include all necessary technology, labor, and vehicles for complete operations management for microtransit service; and

WHEREAS, CONTRACTOR's proposal was evaluated as the highest scoring proposal; and

WHEREAS, CONTRACTOR desires to provide all described elements of such a microtransit service within the City of Idaho Falls service area; and

WHEREAS, CITY and CONTRACTOR entered into an prior agreement to provide microtransit services on March 25, 2022, that was renewed by the parties on July 7, 2023; and

WHEREAS, CITY and CONTRACTOR desire to renew the agreement again for CONTRACTOR to provide the microtransit services outlined herein upon the terms and conditions described.

NOW THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I. SCOPE OF WORK

CONTRACTOR shall provide all services, technology, labor, marketing, and vehicles necessary to develop and implement a flexible public transit service pilot project in the form of a on-demand microtransit service ("Microtransit Services"). CONTRACTOR shall provide Microtransit Services to the general public within the geographic limits of the City of Idaho Falls, Idaho. Microtransit Services completed by the CONTRACTOR shall include the following:

A. Service Area

1. CONTRACTOR's service area shall include the geographic limits of CITY. All passenger trips shall begin and end within the service area. The service area may, from time to time, be expanded through annexation undertaken pursuant to the requirements in the Idaho Code. In addition, the parties may from time to time administratively expand the service area through mutual written agreement.
2. CONTRACTOR shall schedule Microtransit Services six (6) days per week for fourteen (14) hours per day. The parties may, from time to time, administratively adjust this schedule by mutual written agreement.

B. Customer Service – CONTRACTOR's Microtransit Services shall include the following customer service characteristics:

1. A local field manager who shall be identified to CITY who shall coordinate customer support locally in the Idaho Falls geographic area.
2. CONTRACTOR shall provide timely and responsive customer support, including to users and to CITY. This customer service shall be available during all hours of operation.
3. CONTRACTOR shall provide reasonable accommodations, consistent with the Americans with Disabilities Act, to users of the Microtransit Services. Reasonable accommodations under this Agreement include, but are not limited to, to door-to-door assistance upon user request. Specifically, CONTRACTOR shall ensure that CONTRACTOR or CONTRACTOR's employees or agents shall assist users who request accommodation or assistance from the door of their home (or main entrance, if a multi-unit building) to the door of the vehicle. CONTRACTOR shall provide accommodations which include helping disabled users to enter and exit the vehicle, assisting with bags and with stairs, as necessary. Permitting users to travel with a service animal also shall constitute a reasonable accommodation.
4. CONTRACTOR shall hire, train, and supervise all vehicle operators. CONTRACTOR shall also ensure all vehicle operators and vehicles are appropriately licensed and in compliance with all applicable laws and regulations, including all relevant regulations, policies and procedures as noted in the most current Federal Transit Administration (FTA) Master Agreement." CONTRACTOR shall provide all vehicle operators with training on serving and accommodating persons with disabilities prior to engaging in work. Disability training shall include training on how to accommodate users with oxygen assistance devices and how to load and unload an oxygen assistance device. CONTRACTOR shall conduct a background check on all vehicle operators that is at least as restrictive as the requirements in Idaho Falls City Code § 4-15-16.
5. CONTRACTOR shall develop a safety and customer training program that it shall require all of its employees to complete. The training program shall include a condition for new CONTRACTOR employees to be subject to a probationary period for the purpose of CONTRACTOR's evaluation of the employee's

adherence to CONTRACTOR's safety and customer service standards. The training program's probationary period shall not be less than a 180 day period.

5.6. CONTRACTOR shall provide to CITY current versions of its employment policies, including its drug and alcohol policy and background check policy. CONTRACTOR shall ensure that its drug and alcohol policy (testing policy) complies with all FTA requirements, including 49 CFR Part 655.

C. Level of Service

1. CONTRACTOR shall meet the following level of service parameters (as indicated in the table below) ninety-five percent (95%) of the time. CONTRACTOR shall provide a monthly level of service parameters report to CITY for all items listed in the table below.

ITEM	DESCRIPTION	Level of Service
Average wait time	Amount of time between service request and service provision	15 minutes
Average trip time	Amount of time between pick up and drop off.	15 minutes
System Uptime	Uptime of website and app	98%
Customer service	Question/complaint response	24 hours
Safety	Accident/incident reports	In the event of injury or police involvement, report within 24 hours
Missed trips	Percent of trips missed	No more than 0.5 percent missed trips

The parties may, from time to time, administratively adjust these level of service parameters, after considering demand and other key variables, by written agreement.

2. Individual wait times shall not exceed thirty (30) minutes. CONTRACTOR shall provide an expedited report when the total level of service includes more than five percent (5%) of wait times that exceed thirty (30) minutes.

3. CONTRACTOR shall provide the vehicle fleet necessary for the Microtransit Services. The fleet shall include, at a minimum, four (4) vehicles in service at all times. CONTRACTOR shall add additional vehicles if necessary to meet the above level of service parameters. CONTRACTOR shall ensure that the vehicles fleet is maintained, cleaned, stored, and fueled. The parties may, from time to time, administratively adjust the minimum vehicle service levels.
 4. Each vehicle shall have a minimum capacity for four (4) adult passengers with seat belts.
 5. All vehicles will be equipped with the necessary data and voice connectivity, hardware, and software tools to receive customer trip requests on-demand, and passenger pick-up and/or drop-off locations as assigned by the central trip-dispatching platform.
 6. All vehicles shall be equipped with a dash camera. In addition, if CONTRACTOR accepts cash, voucher, token, punch cards, or similar physical fees, all vehicles shall include a cash box camera.
 7. CONTRACTOR shall provide equivalent wheelchair accessible vehicle services upon user request. CONTRACTOR shall either provide an entire vehicle service fleet that is wheelchair-accessible, or ensure that a portion of the fleet be wheelchair accessible vehicles and that there is always a sufficient number of wheelchair accessible vehicles available during service hours to deliver the target level of service as required under this Agreement.
 8. CONTRACTOR may, at CITY's request, be required by CITY to affix or attach signage or advertisements on the interior and exterior of the vehicles. In addition, CITY may require CONTRACTOR to provide or display brochures, pamphlets, or leaflets. CITY may also require CONTRACTOR to install interior physical or electronic displays. CONTRACTOR shall not attach signage or advertisements to the interior or exterior of the vehicle without CITY's written consent and approval.
- D. **Software** – CONTRACTOR shall create and maintain a software platform that provides automated scheduling and dispatching of transportation services. The software shall allow customers to book trips, cancel trips, pay for trips, request assistance, ask questions, make complaints, request refunds, or receive general support. CONTRACTOR shall also provide a telephone-based "dial-a-ride" option that provides an alternative, equitable method for the public to have access to Microtransit Services provided by CONTRACTOR. Telephone-based options shall not require internet or smartphone for the general public to access Microtransit Services provided by CONTRACTOR. In addition, the software shall include the following components, at a minimum:
1. Compatibility with General Transit Feed Specifications datasets (GTFS-Flex).

2. An administrative portal to CITY that shall provide to CITY, on demand, comprehensive, real-time performance data collection dashboard. The data collection dashboard shall include, at a minimum, metrics on ridership, customer service and satisfaction, and financial performance. The parties may, from time to time, administratively adjust the metrics to be included on the data collection dashboard by mutual written agreement.
3. A smartphone user app that is compatible with both iOS and Android.
4. An electronic fare payment system that is compliant with Title VI of the Civil Rights Act of 1964.
5. The ability to clearly display for a user the fee cost of trip in advance of booking the trip.
6. The ability to clearly display or describe to the user the vehicle or vehicle information so that a user can clearly identify the Mircotransit Service vehicle prior to booking a trip.
7. The ability to coordinate passenger pre-registration, scheduling, and dispatch processes for paratransit vehicles and services.
8. The ability to apply different rate structures based on rider characteristics or qualifications (i.e., persons with disabilities, elderly, students, veterans, etc.).
9. The ability to request a wheelchair accessible vehicle on-demand.

E. Microtransit User Fees

1. User fees for Microtransit Service shall be set by CITY, from time to time. User fees shall be remitted back to CITY without deduction.
2. CONTRACTOR shall ensure that gratuities, tips, or donations shall in no way be solicited by the CONTRACTOR or its drivers. No tips will be solicited for services provided either via the app, business cards, decals, tip jars, or in any manner.

F. Program Management

1. CONTRACTOR shall have the primary responsibility to market Mircotransit Services to be provided under this Agreement. However, the parties shall cooperate and agree to any marketing or promotion prior to marketing deployment.
2. CITY shall have the right to independently market or post information about the Mircotransit Service provided under this Agreement.

3. CONTRACTOR shall routinely collaborate with the City of Idaho Falls Transit Coordinator, the Idaho Transportation Department, the Greater Idaho Falls Transit Service (GIFT), and the Bonneville Metropolitan Planning Organization on an as needed basis. CONTRACTOR shall, upon request, make additional coordination efforts with the City of Idaho Falls Transit Coordinator.
4. CONTRACTOR shall be responsible for adhering to all regulatory policies, permitting requirements, and approvals pre-launch and while operational, including all relevant regulations, policies and procedures as noted in the most current Federal Transit Administration (FTA) Master Agreement. CONTRACTOR shall be required to understand and adhere to all regional, state, and federal regulations including the needs of riders under the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, and the Federal Executive Order on Environmental Justice.
5. In addition to any other reporting requirement in this Agreement, CONTRACTOR shall submit a monthly report, due at the end of each month, which shall include the following at a minimum:
 - a. Days of operation;
 - b. Unlinked passenger trips, including ADA unlinked trips;
 - c. Passenger miles traveled;
 - d. Peak number of transportation units operating;
 - e. Actual odometer/transportation unit miles; (including all rented, leased, or substitution vehicles used for operations any time during the month);
 - f. Actual revenue miles per transportation unit miles;
 - g. Actual transportation unit hours;
 - h. Actual transportation unit revenue hours;
 - i. Unique rider accounts;
 - j. Percentage of rides shared;
 - k. Wait times, to include average wait times, mean wait times, and outliers;
 - l. Ride times to include average ride times, mean ride times, and outliers;
 - m. Experience ratings;
 - n. Wheelchair rides;
 - o. No shows;

- p. Percentage of rides more than five (5) minutes outside informed timing;
- q. Breakdown of rides per fare group;
- r. Self-identified ADA, senior citizen, student, veteran ride numbers, and ride data.

The parties may, from time to time, administratively agree to change the items to be included in the monthly reports required under this paragraph by written agreement.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The not-to-exceed cost for CONTRACTOR's services for Project as described in Section I, Scope of Work, shall be one million six hundred eighty thousand six hundred ninety-one dollars (\$1,680,691.00) ~~one million six hundred twenty-seven thousand eight hundred twenty-eight dollars (\$1,627,828)~~, to be divided as follows:
 - a. Fixed costs in the not to exceed amount of eight hundred three thousand fifty five dollars (\$803,055.00) ~~seven hundred sixty-nine thousand four hundred sixty-one dollars (\$769,461)~~ to be paid in equal payments on Months 1, 4, 7, and 10 of the Agreement. The parties acknowledge that the fixed costs under this Agreement have been reduced by CITY's in-kind contribution of providing the CONTRACTOR with vehicle parking spaces. The parties agree that the fair market value CITY's in-kind contribution constitutes a value of twenty-four thousand dollars (\$24,000) a year. CONTRACTOR shall document this in-kind contribution on a pro-rata basis on its fixed cost statement provided in the quarterly invoices on Months 1, 4, 7, and 10 of the Agreement. ~~Fixed costs under this Agreement shall include costs for onsite management, vehicle leases, insurance, maintenance, cleaning, storage, staffing, dispatch, vehicle devices and technology, and all other program management and software cost. In the event that CITY provides CONTRACTOR with vehicle parking spaces,~~

~~the total fixed cost shall be reduced by twenty four thousand dollars (\$24,000).~~

- b. Variable costs invoiced each month of service at the total vehicle hours at the hourly rate of ~~twenty-eight dollars and forty-one cents (\$28.41) an hour, up to a not-to-exceed amount of seven hundred seventy-nine thousand six hundred eighty-four dollars (\$779,684),~~ twenty-six dollars and thirty cents (\$26.30) an hour, up to a not to exceed amount of seven hundred forty-four thousand nine hundred four dollars (\$744,904). Total vehicle hours shall only include time that a vehicle is ready and capable of providing transportation service. CONTRACTOR shall not invoice for vehicle hours where the vehicle was undergoing maintenance, refueling/recharging, or being stored. When CONTRACTOR submits an invoice for the billable vehicle service hours, CONTRACTOR shall submit a report of the daily ridership broken down to the hour in substantially the same format as follows:

<u>Date</u>	<u>Hour</u>	<u>Passengers</u>	-	<u>Billable Hours</u>	<u>Total Employees on Duty Per Hour</u>
<u>MM/DD/YYYY</u>	<u>6AM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>7AM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>8AM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>9AM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>10AM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>11AM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>12PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>1PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>2PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>3PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>4PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>5PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>6PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>7PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>8PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>9PM</u>	-	-	-	-
<u>MM/DD/YYYY</u>	<u>10PM</u>	-	-	-	-
-	<u>Day Passengers</u>	-	<u>Daily Subtotal</u>	-	-
-	<u>All Time Passengers</u>	-	<u>Monthly Subtotal</u>	-	-

			<u>Yearly Subtotal</u>		
-	-	-	-	-	-

- c. Fuel costs at the actual cost incurred, up to ~~at the~~ not-to-exceed amount of ~~ninety-seven thousand nine hundred fifty-two dollars (\$97,952.00 of one hundred thirteen thousand four hundred sixty-three dollars (\$113,463),~~ without written approval. CONTRACTOR and CONTRACTOR's employees shall only fuel at locations approved in advance by CITY's Transit Coordinator. Any fueling at locations that are not approved shall not be reimbursed to CONTRACTOR.

3. Payment is due upon receipt of CONTRACTOR's statement(s). An estimated invoice schedule appears below.

<u>Invoice Date 2024-25 contract</u>	<u>Setup Cost</u>	<u>Fixed Cost (Quarterly Payment)</u>	<u>Estimated Variable Cost</u>	<u>Estimated Fuel Cost</u>	<u>Total</u>
<u>Contract signing</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0.00</u>	<u>\$0</u>
<u>Jun-24</u>	<u>\$0</u>	<u>\$200,763.75</u>	<u>\$64,973.66</u>	<u>\$8,162.66</u>	<u>\$273,900.07</u>
<u>Jul-24</u>	<u>\$0</u>	<u>\$0</u>	<u>\$64,973.66</u>	<u>\$8,162.66</u>	<u>\$73,136</u>
<u>Aug-24</u>	<u>\$0</u>	<u>\$0</u>	<u>\$64,973.66</u>	<u>\$8,162.66</u>	<u>\$73,136.32</u>
<u>Sep-24</u>	<u>\$0</u>	<u>\$200,763.75</u>	<u>\$64,973.66</u>	<u>\$8,162.66</u>	<u>\$273,900.07</u>
<u>Oct-24</u>	<u>\$0</u>	<u>\$0</u>	<u>\$64,973.67</u>	<u>\$8,162.67</u>	<u>\$73,136.34</u>
<u>Nov-24</u>	<u>\$0</u>	<u>\$0</u>	<u>\$64,973.67</u>	<u>\$8,162.67</u>	<u>\$73,136.34</u>
<u>Dec-24</u>	<u>\$0</u>	<u>\$200,763.75</u>	<u>\$64,973.67</u>	<u>\$8,162.67</u>	<u>\$273,900.09</u>
<u>Jan-25</u>	<u>\$0</u>	<u>\$0</u>	<u>\$64,973.67</u>	<u>\$8,162.67</u>	<u>\$73,136.34</u>
<u>Feb-25</u>	<u>\$0</u>	<u>\$0</u>	<u>\$64,973.67</u>	<u>\$8,162.67</u>	<u>\$73,136.34</u>
<u>Mar-25</u>	<u>\$0</u>	<u>\$200,763.75</u>	<u>\$64,973.67</u>	<u>\$8,162.67</u>	<u>\$273,900.09</u>
<u>Apr-25</u>	<u>\$0</u>	<u>\$0</u>	<u>\$64,973.67</u>	<u>\$8,162.67</u>	<u>\$73,136.34</u>
<u>May-25</u>	<u>\$0</u>	<u>\$0</u>	<u>\$64,973.67</u>	<u>\$8,162.67</u>	<u>\$73,136.34</u>
<u>Total</u>	<u>\$0</u>	<u>\$803,055.00</u>	<u>\$779,684</u>	<u>\$97,952.00</u>	<u>\$1,680,691</u>

The parties acknowledge that while this table includes an estimate of monthly variable and fuel costs, CONTRACTOR shall invoice variable and fuel costs in accordance with the terms of this Agreement. CONTRACTOR's invoices shall note how many hours were charged at the variable rate and shall include the actual fuel costs.

C. Term of Agreement.

This Agreement shall become effective upon signature. This Agreement shall expire on ~~March 1, 2024~~ May 31, 2025. The ~~Parties~~ parties agree that the Agreement shall automatically renew for another one (1) year term, for a maximum five (5) year period (~~2029~~ 2030), unless either party has notified the other in writing on or before February 28 of the expiring year. Within thirty (30) days of the automatically renewed term, the parties shall meet and agree to an updated estimated variable and estimated fuel costs for the renewed term.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONTRACTOR upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONTRACTOR.

CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONTRACTOR except as designated by this section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONTRACTOR for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

D. Fund Availability.

Financial obligations of CITY, payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement contemplates CITY utilizing local, state, or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

E. CONTRACTOR's Duty of Care.

In performance of professional services, CONTRACTOR will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONTRACTOR's services.

F. CONTRACTOR's Insurance.

CONTRACTOR shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence.

The Comprehensive Automobile Liability required under this section shall have, at a minimum, combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the CONTRACTOR has no owned automobiles, the requirements of this Section shall be met by each employee of the CONTRACTOR providing services to CITY under this Agreement.

CONTRACTOR's insurance shall be endorsed to include CITY and CITY's employees, elected officials, and officers as additional insureds.

G. Indemnification.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this Agreement, to the extent that CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's negligence.

H. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

I. Binding of Successors.

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

J. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

K. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

L. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials.

CITY and CONTRACTOR agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared and delivered to CITY by CONTRACTOR pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONTRACTOR for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONTRACTOR. In addition, through this Agreement, CITY and CONTRACTOR agree that CITY shall own all electronic data collected by CONTRACTOR in providing the Microtransit Services in the Scope of Work. All electronic data collected by CONTRACTOR in providing the Microtransit Services under this Agreement shall be delivered to CITY upon request. CONTRACTOR shall not sell or distribute the electronic data collected under this Agreement.

Nothing in this section shall be constructed to entitle CITY to any materials, software, or data not collected pursuant to this Agreement that are owned by CONTRACTOR which were not delivered or received by CITY, even if those materials were used by CONTRACTOR to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONTRACTOR does not deliver or release to CITY.

The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

M. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, apart from any costs incurred during any mediation required by this

Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses.

N. No Exclusive Relationship Created.

Nothing in this Agreement shall be interpreted or constructed to create an exclusive relationship with CONTRACTOR. Nor shall this Agreement be interpreted to bestow upon CONTRACTOR any exclusive right to provide Microtransit Services for CITY.

O. Non-discrimination.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin. In addition, CONTRACTOR shall not discriminate against any Microtransit Services user on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

N. Anti-Boycott Against Israel Act.

Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67- 2346 shall have the meaning defined therein.

O. Certification of No Chinese Ownership.

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Pursuant to Idaho Code § 67-2359, CONTRACTOR certifies that CONTRACTOR is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of the People's Republic China.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

"CITY"
City of Idaho Falls, Idaho

"CONTRACTOR"
Idaho Falls Downtowner, LLC

By _____
Rebecca L. Noah Casper, Ph. D., Mayor

By _____
Travis Gleason, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, ~~2023~~2024, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L: Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, ~~2023~~2024, before me, the undersigned, a notary public, in and for said State, personally appeared Travis Gleason, known or identified to me to be the Manager of Idaho Falls Downtowner, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of Idaho Falls Downtowner, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

Legal, Parks and Recreation, and Public Works Department

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 4, CHAPTER 3, SECTION 16 AND TITLE 5, SECTION 12 CHARITABLE BEER AND WINE PERMITS TO EXTEND THE AREA BEER AND WINE CAN DISPENSED AND CONSUMED IN SANDY DOWNS AND NOISE PARK FOR EVENTS THAT HAVE BEEN ISSUED A PERMITTED EVENT LICENSE, ADDING THE RIVER WALK STAGE TO THE LOCATIONS IN WHICH A PERMITTED EVENT DISPENSING ALCOHOL MAY BE HELD, PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the Council has established a number of regulations regarding the consumption of alcohol within the City; and

WHEREAS, the regulation of alcohol in certain locations within the City occasionally requires adjustment, in order to accommodate changing circumstances; and

WHEREAS, the City currently has designated Sandy Downs and Noise Park as City-regulated spaces where alcohol may be consumed during permitted events; and

WHEREAS, the Council desires to amend the conditional Charitable Event Alcohol Permit in order to extend the area beer and wine may be served under a permitted event held at Sandy Downs or Noise Park; and

WHEREAS, the Council desires to add the River Walk Stage to be included in the list of City-regulated spaces where alcohol may be consumed, pursuant to state and City Code provisions.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1: Title 4, Chapter 3, Section 16 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

4-3-16 BEER SOLD OR DONATED FOR BENEVOLENT, CHARITABLE OR PUBLIC PURPOSES - PERMIT REQUIRED:

- (A) Notwithstanding the provisions of Section 4-3-2 of this Chapter, nothing shall prevent any licensed dealer, wholesaler or retailer from selling or donating unbroken packages of beer or kegs of beer to a person which has not been issued any license for the sale of alcoholic beverages in this state, for benevolent, charitable or public purposes if a permit has been issued to the person or nonprofit entity as provided in subsection (B) of this Section.

- (B) Upon delivery to the Clerk of a properly completed application in accordance with the provisions of this Chapter and following receipt of an affirmative recommendation from the Chief of Police, the Clerk may issue to a Qualified Organization a permit authorizing the sale or dispensing of beer at an event sponsored by such qualified organization if the Clerk is satisfied that the proceeds, after deducting reasonable expenses incurred, will be donated for a benevolent, charitable or public purpose.
- (C) Any permit issued to an applicant who desires to conduct a charitable event within the City shall be subject to the following conditions:
- (1) Except as otherwise provided in subsections (2) and (3) of this section, all events shall be conducted within a confined area constructed and operated in accordance with the terms and provisions of this subsection. The applicant shall designate in their application an area not to exceed one thousand two hundred fifty (1,250) square feet in which all beer will be sold, dispensed, possessed and consumed. Such area shall be completely surrounded by a fence, barricade, or other physical barrier to pedestrian traffic, except for one (1) opening not to exceed six (6) feet in width. Such defined premises shall be at such location as may be approved by the Chief of Police, which location shall be specified on the permit. Such defined area shall be considered to be the "premises" for the purposes of this Chapter and the applicant shall not sell or dispense beer outside such area. The applicant shall also erect and maintain in a conspicuous location at all times, a sign with large letters no less than two (2) inches high bearing the following legend: "No Open Container of Beer May Be Possessed or Transported Beyond the Fenced Area," or such other legend which adequately apprises customers of the prohibitions set forth in this Chapter. Beer shall not be sold, conveyed or dispensed between the hours of 9:00 o'clock p.m. and 10:00 o'clock a.m. of the following day. Failure to construct or maintain such fence, barrier or sign, or failure to comply with such hours of operation, shall be grounds for summary revocation of such permit. The Chief of Police or the Clerk may establish additional conditions or restrictions as reasonably necessary to protect the public health and safety, or alternatively may waive or modify the conditions and restrictions herein provided such waiver or modification does not jeopardize the public health and safety.
 - (2) Charitable events may, with the prior approval of the Chief of Police, be conducted in or upon a public street, subject to the terms and conditions of this subsection. Beer may be dispensed at an event conducted in a public street and within an area comprised of no more than one (1) street on one (1) side of a City block, excluding any intersections thereof, provided it is dispensed only between the hours of 5:00 o'clock p.m. and 9:00 o'clock p.m. on any permitted day of the week. Beer shall not be sold on Sundays or legal holidays at such events. Such street area shall be considered to be the "premises" for the purposes of this Chapter and the applicant shall not sell or dispense beer outside such area. The applicant shall also erect and maintain at all times in a conspicuous location at each end of such street area, a sign with large letters no less than two (2) inches high bearing the following legend: "No Open Container of Beer May Be Possessed or Transported Beyond this Point" or such other legend which adequately apprises customers of the prohibitions set forth in this Chapter. Failure to construct or maintain such fence, barrier or sign shall be grounds for summary

revocation of such permit.

- (3) Charitable events that are held at Sandy Downs or Noise Park and which also have been issued a Permitted Event permit under this Code may allow beer to be sold, dispensed, possessed, and consumed in an area that exceeds one thousand two hundred fifty (1,250) square feet, provided that it is dispensed only between the hours of 12:00 o'clock p.m. and 5:00 o'clock p.m.

...

SECTION 2: Title 4, Chapter 4, Section 12 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

4-4-12: WINE SOLD OR DONATED FOR BENEVOLENT, CHARITABLE OR PUBLIC PURPOSES - PERMIT REQUIRED:

- (A) Notwithstanding the provisions of this Chapter, nothing shall prevent any licensed dealer, wholesaler or retailer from selling or donating unbroken packages of wine to a person which has not been issued any license for the sale of alcoholic beverages in this state, for benevolent, charitable or public purposes if a permit has been issued to the person or nonprofit entity as provided in subsection (B) of this Section.
- (B) Upon delivery to the Clerk of a properly completed application in accordance with the provisions of this Chapter and following receipt of an affirmative recommendation from the Chief of Police, the Clerk may issue to a Qualified Organization a permit authorizing the sale or dispensing of wine at an event sponsored by such qualified organization if the Clerk is satisfied that the proceeds, after deducting reasonable expenses incurred, will be donated for a benevolent, charitable or public purpose.
- (C) Any permit issued to an applicant who desires to conduct a charitable event within the City shall be subject to the following conditions:
- (1) Except as otherwise provided in subsections (2) and (3) of this Section, all events shall be conducted within a confined area constructed and operated in accordance with the terms and provisions of this subsection. The applicant shall designate in their application, an area not to exceed one thousand two hundred fifty square feet (1250 ft²) in which all wine will be sold, dispensed, possessed, and consumed. Such area shall be completely surrounded by a fence, barricade, or other physical barrier to pedestrian traffic, except for one (1) opening not to exceed six feet (6') in width. Such defined premises shall be at such location as may be approved by the Chief of Police, which location shall be specified on the permit. Such defined area shall be considered to be the "premises" for the purposes of this Chapter and the applicant shall not sell or dispense wine outside such area. The applicant shall also erect and maintain in a conspicuous location at all times, a sign with large letters no less than two inches (2") high bearing the following legend: "No Open Container of Wine May Be Possessed or Transported Beyond the Fenced Area," or such other legend which adequately apprises

customers of the prohibitions set forth in this Chapter. Failure to construct or maintain such fence, barrier or sign shall be grounds for summary revocation of such permit. The Chief of Police or the Clerk may establish additional conditions or restrictions as reasonably necessary to protect the public health and safety, or alternatively may waive or modify the conditions and restrictions herein provided such waiver or modification does not jeopardize the public health and safety.

- (2) Charitable events may, with the prior approval of the Chief of Police, be conducted in or upon a public street, subject to the terms and conditions of this subsection. Wine may be dispensed at an event conducted in a public street and within an area comprised of no more than one (1) street on one (1) side of a City block, excluding any intersections thereof, provided it is dispensed only between the hours of 5:00 o'clock p.m. and 9:00 o'clock p.m. on any permitted day of the week. Wine shall not be sold on Sundays or legal holidays at such events. Such street area shall be considered to be the "premises" for the purposes of this Chapter and the applicant shall not sell or dispense wine outside such area. The applicant shall also erect and maintain at all times in a conspicuous location at each end of such street area, a sign with large letters no less than two inches (2") inches high bearing the following legend: "No Open Container of Wine May Be Possessed or Transported Beyond this Point," or such other legend which adequately appraises customers of the prohibitions set forth in this Chapter. Failure to construct or maintain such fence, barrier or sign, or failure to comply with such hours of operation, shall be grounds for summary revocation of such permit.

- (3) Charitable events that are held at Sandy Downs or Noise Park and which also have been issued a Permitted Event permit under this Code may allow wine to be sold, dispensed, possessed, and consumed in an area that exceeds one thousand two hundred fifty (1,250) square feet, provided that it is dispensed only between the hours of 12:00 o'clock p.m. and 5:00 o'clock.

...

SECTION 3: Title 8, Chapter 3, Section 5 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

(C) LOCATION AND DURATION OF PERMITTED EVENTS:

- (1) A Permitted Event, for beer and wine consumption only, shall be allowed exclusively within the following locations and maximum consumption hours, within the designated service times indicated below, within the City:
 - a. The Pier at Snake River Landing – 12:00 p.m. to 2:00 a.m. local time.
 - b. Civitan Plaza – 12:00 p.m. to 10:00 p.m. local time.
 - c. Sportsman's Park at the shelters and bandshell at Freeman Park, provided that the consumption areas do not extend beyond two hundred feet (200') from the park structures – 12:00 p.m. to 10:00 p.m. local time.

- d. Idaho Falls Park Zoo at Tautphaus Park – 12:00 p.m. to 10:00 p.m. local time.
- e. Tautphaus Park Multi-Use Shelter, including grassy area to the east of the shelter, which shall not include the fenced baseball fields or Rodgers Street, extending four hundred fifty (450) feet east from the shelter – 12:00 p.m. to 10:00 p.m. local time.
- f. Funland Amusement Park at Tautphaus Park – 12:00 p.m. to 10:00 p.m. local time.
- g. Skyline Activity Center – 12:00 p.m. to 2:00 a.m. local time.
- h. The public plaza located at 330 Memorial Drive – 12:00 p.m. to 10:00 p.m. local time.
- i. Melaleuca Field – 12:00 p.m. to 10:00 p.m. local time.
- j. Idaho Falls Public Library and adjacent property – 12:00 p.m. to 10:00 p.m.
- j-k. The River Walk Stage, provided that the consumption areas do not extend beyond one hundred feet (100') from the River Walk Stage – 12:00 p.m. to 10:00 p.m.
- ~~k-l.~~ A closed public street, provided that the City Police Chief has approved the street closure for an event – 12:00 p.m. to 10:00 p.m. local time.

(2) A permitted event, for any alcoholic beverage, shall be allowed only in the following locations and for the maximum consumption hours, within the designated service times indicated below, within the City:

- a. Sandy Downs – 12:00 p.m. to 12:00 a.m. local time.
- b. Noise Park – 12:00 p.m. to 2:00 a.m. local time.

...

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 5. Codification Clause. The Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 6. Publication and Effective Date. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2024.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

CORRIN WILDE, CITY CLERK

REBECCA L. NOAH CASPER, Ph.D., MAYOR

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, CORRIN WILDE, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 4, CHAPTER 3, SECTION 16 AND TITLE 5, SECTION 12 CHARITABLE BEER AND WINE PERMITS TO EXTEND THE AREA BEER AND WINE CAN DISPENSED AND CONSUMED IN SANDY DOWNS AND NOISE PARK FOR EVENTS THAT HAVE BEEN ISSUED A PERMITTED EVENT LICENSE, ADDING THE RIVER WALK STAGE TO THE LOCATIONS IN WHICH A PERMITTED EVENT DISPENSING ALCOHOL MAY BE HELD, PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

CORRIN WILDE, CITY CLERK

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; ADDING TITLE 5, CHAPTER 4, SECTION 12 TO THE CITY CODE TO REGULATE TRAPPING WITHIN THE CITY, INCLUDING PROHIBITING SETTING TRAPS WITHIN PARKS AND ALONG SIDEWALKS AND REQUIRING WARNING SIGNS FOR TRAPS SET IN AREAS NOT PROHIBITED BY ORDINANCE OR STATE LAW, PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City has established a variety of outdoor recreational parks to promote community connection, wellness and fitness, and to preserve open green spaces; and

WHEREAS, the City's parks are used by people of all ages, including children; and

WHEREAS, the City is empowered by the Idaho Constitution and Idaho Code § 50-302 to adopt ordinances to maintain the peace, governance, and wellbeing of the citizens of the City; and

WHEREAS, the Council finds that fur and animal trapping is inconsistent with the community's expectations for recreation within the City's parks, walking paths, and other public spaces; and

WHEREAS, the Council desires to adopt reasonable limits and restrictions on animal and fur trapping within the City limits.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1: Title 5, Chapter 4, Section 12 of the City Code of the City of Idaho Falls, Idaho, is hereby added as follows:

...
5-4-12 – TRAPPING WITHIN CITY LIMITS –

(A) Sidewalks are Public Trails – The City has designated all sidewalks within the City's jurisdictional limits as public trails.

(B) Trapping Along Sidewalks and Trails Prohibited - Any person who sets a trap, snare, deadfall, or any other device designed to capture, injure, or kill an animal within a three hundred feet (300') of any sidewalk or paved trail open to the public within the City, regardless of whether or not such act results in the successful capture or taking of an animal, shall be guilty of an infraction and shall pay a fine set from time to time by resolution of the Council. Provided that any person who has been previously found guilty of a violation of this Section within a period of five (5) years shall be guilty of a

misdemeanor.

(C) Trapping within City Parks Prohibited. Any person who sets a trap, snare, deadfall, or any other device designed to capture, injure, or kill an animal within a park or public land which is under the control, operation, or management of the City, regardless of whether or not such act results in the successful capture or taking of an animal, shall be guilty of an infraction and shall pay a fine set from time to time by resolution of the Council. Provided that any person who has been previously found guilty of a violation of this Section within a period of five (5) years shall be guilty of a misdemeanor.

(D) Warning Signs Required – Any trap that is set within the City in an area that is not prohibited under this Code and that otherwise adheres to the rules and regulations set by the Idaho Department of Fish and Game Department shall post a conspicuous warning sign to inform the public that traps are in the area. The warning sign shall substantially conform to the recommend warning signs available from the Idaho Department of Fish and Game.

1. A person who sets a trap within the City who fails to conform to this subsection shall be guilty of an infraction and shall pay a fine set from time to time by resolution of the Council.
2. In the event that a person or their domestic animal is injured by a trap that fails to conform to this subsection, the person who set the trap shall be guilty of a misdemeanor.

(E) Defenses. It shall be a defense to prosecution under this Section that the person cited for violation:

1. was a employee or agent of the City, Bonneville County, or the State of Idaho performing activities within their scope of employment, such as nuisance abatement or other authorized purposes, or
2. was utilizing a cage or box live trap issued by the Idaho Falls Animal Shelter.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 5. Codification Clause. The Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 6. Publication and Effective Date. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

