IDAHO FALLS
City Clerk's Office

NOTICE OF PUBLIC MEETING
Monday, April 6, 2026
City Council Chambers
680 Park Avenue, Idaho Falls, ID 83402
3:00 p.m.

The public is invited to attend in-person or watch via the livestream at https://www.idahofallsidaho.gov/429/Live-Stream. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or other physical accommodation to attend or access this meeting, please contact Emily Geisler, City Clerk, at (208) 612-8414 or Lisa Farris, ADA Coordinator, at (208) 612-8323 prior to the meeting.

CITY COUNCIL WORK SESSION

Times listed in parentheses are only estimates.

Call to Order and Roll Call

City Council, Mayor	**Discussion:** Citywide updates, concerns, questions, reports (15) *Action: Council Direction to Staff (or take other appropriate action)*
Mayor's Office	**Report:** Idaho Falls Downtown Development Corporation (IFDDC) Business Improvement District (BID) Report (30) *Action: Council Direction to Staff (or take other appropriate action)*
	Update: IFDDC Downtown Parking (15) *Action: Council Direction to Staff (or take other appropriate action)*
Police, Human Resources	**Approval:** Employee Time-Off Without Pay (5) *Action: Approve leave-without-pay to an Emergency Communications Officer (as discussed) through May 16, 2026, and maintain their benefits eligibility and continuous service period (or take other appropriate action)*
Police, Legal	**Discussion:** Memorandum of Agreement (MOA) for implementation of AI software usage for 911 call system (10) *Action: Council Direction to Staff (or take other appropriate action)*
Police	**Discussion:** FLOCK Cameras (30) *Action: Council Direction to Staff (or take other appropriate action)*
Community Development Services, Parks & Recreation	**Presentation:** Parks Zone (60) *Action: Council Direction to Staff (or take other appropriate action)*
Legal	**Discussion:** Develop written decision to affirm City Council's denial of the Willows Place Townhomes PUD (45) *Action: Council Direction to Staff (or take other appropriate action)*
Mayor	Announcements, Events, Calendaring, Proclamations, Notes and/or Minutes from Boards and Commissions (10)
Executive Session	Called pursuant to the provisions of Idaho Code Section 74-206(1)(j) to consider labor contract matters authorized under Idaho Code Section 74-206A(1)(a). *Council will not reconvene after.*

Dated the 3rd day of April 2026

Emily Geisler, City Clerk

POLICE DEPARTMENT

Bryce A. Johnson | *Chief of Police*
Chief's Office (208) 612-8660
Detective Division (208) 612-8630
Animal Shelter (208) 612-8670
Records (208) 612-8600

IDAHO FALLS POLICE

MEMORANDUM

TO: Mayor and City Council

FROM: Chief Bryce Johnson

DATE: Tuesday, March 31, 2026

RE: Leave without pay

Council action desired:

Extend leave without pay to an Emergency Communications Employee through May 16 and maintain her eligibility for benefits and her continuous service period.

Description, Background information & purpose:

As authorized in City policy, an Emergency Communications Officer has been granted 15 days of leave without pay which will cover the employee's absence to April 7. The employee needs additional leave without pay to May 16. The employee is expected to return to full duty in that time period.

Pursuant to City policy, the Mayor and Council must approve any request for more than fifteen (15) working days and stipulate the effect upon the employee's eligibility for benefits and their continuous service period.

Fiscal Impact:

Minimal

Excerpt from Policy 410 – Leave Practices

LEAVE OF ABSENCE WITHOUT PAY

1. Department Directors may grant a leave of absence without pay, provided the employee has no other leave benefits available. An employee must have prior approval from their Department Director to be on Leave of Absence Without Pay. The Mayor and Council must approve any request for more than fifteen (15) working days a calendar year and stipulate the effect upon the employee's eligibility for benefits and their continuous service period. If the employee fails to report to work within 3 days after exhausting any approved leave without pay, they shall be considered to have resigned.

2. Department Director may grant a leave of absence without pay for an employee serving on military leave even if the employee has other leave benefits available.

3. There shall be no change in benefits for an employee on leave without pay status for the fifteen (15) calendar days."

THE CITY OF IDAHO FALLS'S MEMORANDUM OF ACKNOWLEDGEMENT OF ADDITION OF A NEW PLATFORM TO BONNEVILLE COUNTY'S EMERGENCY COMMUNICATIONS SERVICES

WHEREAS, the County of Bonneville ("County") is tasked by I.C. § 31-4801 *et. seq.* with providing emergency communication system and services for the geographical area of the County, which includes the City of Idaho Falls ("City"), and

WHEREAS certain City employees are employed at a Public Safety Answering Point within the County's emergency communications system; and

WHEREAS, in furtherance of such emergency communication services, County has entered into a systems contract with Needl, Inc., dba Aurelian ("Aurelian") that is titled Master Services Agreement and dated July 12, 2025, which is attached as Exhibit A ("MSA"), to allow the County to use Aurelian's artificial intelligence public safety call triage and receptionist software platform; and

WHEREAS, City desires to have Aurelian provide an additional software platform that will use artificial intelligence in displaying an on-screen prompt for City-employed dispatchers taking 911 calls, which prompts will be based on certain polices, including the Idaho Falls Police Department's and Idaho Falls Fire Department's policies and procedures (the "New Platform"); and

WHEREAS, County is considering entering into an addendum to the MSA to have Aurelian provide an additional New Platform to facilitate the needs and prompts for the City, which anticipated amended agreement is titled "Order #81" and which is attached as Exhibit B

("Amendment"); and

WHEREAS, County desires City to acknowledge and consent to the Amendment prior to the County's consideration for acceptance of the same.

NOW, THEREFORE, the City:

1. Acknowledges it has received and reviewed the terms contained in the Master Services Agreement and Order #81 and agrees with the terms thereof regarding implementation of artificial intelligence, including but not limited to the Additional Order Terms, should the County decide to adopt this addendum;
2. Consents to the County entering into the Amendment with Aurelian; and
3. Consents to implementation of the New Platform in the County's 911 system.

ATTEST:

CITY OF IDAHO FALLS

_____ By: _____

Emily Geisler, City Clerk Lisa M. Burtenshaw, Mayor

STATE OF IDAHO)
) SS.
County of Bonneville)

On the _____ day of _____, 2026, before me, the undersigned, a notary public for Idaho, personally appeared Lisa M. Burtenshaw, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is 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.

_____
Notary Public for State of Idaho

Residing at Idaho Falls, Idaho
(Seal) My Commission Expires: _____

EXHIBIT A

MASTER SERVICES AGREEMENT (SAAS)

This MASTER SERVICES AGREEMENT ("**Agreement**") is dated July 21st, 2025 ("**Effective Date**") and entered into between Needl, Inc. dba Aurelian, a Delaware corporation ("**Aurelian**") and Bonneville County ("**Customer**"). Customer desires to use Aurelian's AI public safety call triage and receptionist software platform, pursuant to the terms and conditions of this Agreement. The parties agree as follows:

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 "**Caller**" means any caller that calls into Customer's non-emergency number that utilizes the Platform.

1.3 "**Caller Data**" means any data and information made available by a Caller to Aurelian in connection with Aurelian's performance of the Services.

1.4 "**Content**" means content, data, and information that is owned by Aurelian or any of its licensors that is provided or made available by Aurelian through use of the Platform or as part of or in connection with Aurelian's provision of Services. Content does not include Customer Data.

1.5 "**Customer Data**" means the electronic data and information input into the Platform by or on behalf of Customer. Customer Data includes Caller Data but does not include Usage Data or Aggregated Data.

1.6 "**Documentation**" means any user materials, instructions, and specifications made available by Aurelian to Customer for the Services.

1.7 "**Implementation Services**" means Aurelian's standard implementation and set up services for the Platform.

1.8 "**Order**" means any written order document executed by Aurelian and Customer setting forth the terms and conditions relating to the Services. Each Order is incorporated by reference into this Agreement.

1.9 "**Platform**" means the Aurelian's proprietary platform utilized by Aurelian to provide the Software to Customer under this Agreement. The Platform does not include Customer's connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for Customer and its Users to connect to and obtain access to the Platform or to utilize the Services.

1.10 "**Services**" means, collectively, Implementation Services, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Aurelian under this Agreement.

1.11 "**Software**" means Aurelian's proprietary software as a service offering as set forth in the applicable Order and made available through remote access by Aurelian to Customer and Users as part of the Platform, including any modifications, updates, improvements, configurations, and enhancements thereto.

1.12 "**Support Services**" means Aurelian's standard technical support and Software maintenance.

1.13 "**Usage Data**" means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer, its Users, or Callers, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform.

1.14 "**Users**" means Customer's employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

2. SERVICES.

2.1 **Provision of Services.** Subject to the terms and conditions of this Agreement, Aurelian shall provide the Services to Customer and its Users. Aurelian has valid and effective agreements with all vendors and providers of technology (including AI platforms) ("Vendor Systems") sufficient to allow Aurelian to use the Vendor Systems as part of the Services.

2.2 **Cooperation.** Customer shall supply to Aurelian the Customer Data along with access and personnel resources that Aurelian reasonably requests in order for Aurelian to provide the Services.

2.3 **Resources.** Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Platform.

2.4 **Third Party Offerings.** Aurelian may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the Platform available to Customer (collectively, "**Third-Party Offerings**"). Customer acknowledges that Aurelian does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations with respect to Platform under this Agreement and that such Third-Party Offerings are subject to their own terms and conditions. Any acquisition by Customer of

Third-Party Offerings, and any exchange of data between Customer and its Users and any Third-Party Offering is solely between Customer and its Users and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offering is at Customer's own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Aurelian may disable or restrict access to any Third-Party Offerings on the Platform at any time without notice. Aurelian is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.

3. GRANT OF RIGHTS.

3.1 Access Rights; Customer's Use of the Platform. Subject to the terms and conditions of this Agreement, Aurelian hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 11.3), non-sublicensable right to access and use the Platform for Customer's and its Affiliates' internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement and subject to the usage limitations set forth in the applicable Order (the "**Usage Limitations**"). Aurelian and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

3.2 Restrictions on Use. Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; (e) exceed the Usage Limitations; or (f) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

3.3 Users. Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer will be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement.

3.4 Callers. Customer is responsible for: (a) giving adequate notice and making any required disclosures to Callers regarding Aurelian's processing of Caller Data as contemplated under this Agreement; and (b) obtaining all necessary rights, permissions, and valid consents, which may be required in order to permit: (i) Aurelian's performance of its obligations and exercise of its rights under this Agreement; and (ii) Customer's and its Users' access to and use of any Caller Data.

3.5 Prohibited Data. Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users and Callers do not, upload or provide to the Platform or otherwise submit or make accessible to Aurelian any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than personal data) (collectively, "**Prohibited Data**"). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (i) the Software and Platform are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (ii) Aurelian will have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Customer, any Users, or any Callers upload or provided any Prohibited Data to the Platform in violation of this Section3.5, Aurelian may, without limiting any of its other rights and remedies, delete such Prohibited Data.

4. FEES AND PAYMENT TERMS.

4.1 Price. Customer shall pay Aurelian the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Aurelian under this Agreement (excluding any taxes arising from Aurelian's income or any employment taxes). Fees for any Services requested by Customer that are not set forth in Exhibit A or an Order will be charged as mutually agreed to by the parties in writing.

4.2 Payment. Customer shall pay to Aurelian all Fees within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Aurelian of the dispute within 30 days after receipt of such invoice. If Aurelian does not receive notice of a dispute during such 30 day period, Customer will be deemed to have accepted the Fees set forth in the invoice. All payments received by Aurelian are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

5. TERM AND TERMINATION.

5.1 Term. Unless otherwise provided in an Order, this Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated ("**Term**").

5.2 **Order Term.** The initial term of an Order begins on the date set forth in the Order and continues for three (3) years ("**Initial Term**") unless otherwise terminated as provided for in the Agreement, by applicable Order, or otherwise terminated by the Customer due to the good faith lack of availability of appropriated funds. The term of each Order will automatically extend for successive one-year periods at fees 5% higher than the immediately preceding year (each, a "**Renewal Term**"), unless either party provides written notice to the other party of its intent not to extend such Order at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term.

5.3 **Termination.** A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach. Customer may terminate the Initial Order for convenience upon 30 days' written notice to Aurelian until the first anniversary of an Order's effective date.

5.4 **Effects of Termination.** Upon termination of this Agreement and all Orders: (a) all amounts owed to Aurelian under this Agreement before such termination will be due and payable in accordance with Section 4; (b) Customer's rights granted in this Agreement will immediately cease; (c) Customer shall promptly discontinue all access and use of the Platform and Documentation ; and (d) Aurelian shall promptly return or erase all Customer Data, except that Aurelian may retain Customer Data in Aurelian's archived backup files. Sections 4, 5.4, 6, 7.3, 8, 9, 10, and 11 survive expiration or termination of this Agreement.

5.5 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Aurelian may suspend Customer's access to the Platform if Aurelian determines that: (a) there is an attack on the Platform; (b) Customer's or any of its Users' use of the Platform poses a reasonable risk of harm or liability to Aurelian and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 3.2 or 10; (d) Customer's or its Users' use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under this Agreement when due and has failed to cure such late payment within 15 days after Aurelian has provided Customer with written notice of such late payment. Aurelian shall use commercially reasonable efforts to provide Customer with notice of such suspension. Aurelian may suspend Customer's access to the Platform until the situation giving rise to the suspension has been remedied to Aurelian's reasonable satisfaction. Aurelian's suspension of Customer's access to the Platform will not relieve Customer of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

6.1 **Customer Data.** As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein.

6.2 **Customer Data License Grant.** Customer hereby grants to Aurelian and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 11.3) license to use the Customer Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement.

6.3 **The Services.** All proprietary technology utilized by Aurelian to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Aurelian. Aurelian or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Aurelian in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Aurelian.

6.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Aurelian may analyze Customer Data to create a de-identified or aggregated data set that does not identify Customer, its Users, or Callers (collectively, "**Aggregated Data**"). Aurelian retains ownership of all right, title, and interest in and to Aggregated Data. Aurelian may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services.

6.5 **Usage Data.** Aurelian retains ownership of all right, title, and interest in and to the Usage Data. Aurelian may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Aurelian's services, systems, and algorithms.

7. WARRANTY; DISCLAIMERS.

7.1 **Access to the Platform.** Aurelian warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. Aurelian does not warrant that the Platform will be completely error-free or uninterrupted. If Customer notifies Aurelian of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an "**Error**") within 30 days after Customer experiences such Error, Aurelian shall, at its own expense and as its sole obligation and Customer's exclusive remedy for breach of the foregoing warranty : (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Aurelian is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Aurelian and, Aurelian shall refund the amounts paid by Customer for access to the Platform for the period during which the Platform was not usable by Customer. The warranties set forth in this Section 7.1 do not apply to any Third Party Offerings or cover any Error caused by: (i) Customer or its Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer's hardware or software if modified or repaired

in any manner which materially adversely affects the operation or reliability of the Platform, or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider's instructions.

7.2 **Right to Customer Data.** Customer represents and warrants that it has the right to: (a) use the Customer Data as contemplated by this Agreement; and (b) grant Aurelian the license in Section 6.2.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR USE FOR EMERGENCIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AURELIAN MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES' ABILITY TO PROPERLY REROUTE CALLERS TO EMERGENCY SERVICES, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT PROPERLY IDENTIFY CALLS AS EMERGENCIES AND MAY NOT PROPERLY REROUTE EMERGENCY CALLS TO EMERGENCY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL AURELIAN BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY THAT CUSTOMER MAY INCUR THAT ARISE OUT OF THE USE OF THE SERVICES IN CONNECTION WITH EMERGENCIES.

8. Indemnification / Hold Harmless

Aurelian shall defend, indemnify and hold the Customer, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits including attorney fees (each a "Claim") to the extent arising out of or resulting from: (a) the gross negligence or willful misconduct of Aurelian in performance of this Agreement; (b) violation of applicable law; and (c) an allegation that the Software used in accordance with this Agreement infringes any intellectual property rights, including copyright, of such third party (an "Infringement Claim").The foregoing obligations are conditioned on Customer: (A) promptly notifying Aurelian in writing of such Claim; (B) giving Aurelian sole control of the defense thereof and any related settlement negotiations; and (C) cooperating and, at Aurelian's request and expense, assisting in such defense. In the event that the use of the Platform is enjoined as a result of an Infringement Claim, Aurelian shall, at Customer's option and at Aurelian's expense either: (i) procure for Customer the right to continue using the Platform; (ii) replace the Software with a non-infringing but functionally equivalent product; (iii) modify the Software so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Aurelian will have no obligation under this Section 8 to the extent an Infringement Claim is based upon: (1) any use of the Platform not in accordance with this Agreement; (2) any use of the Platform in combination with products, equipment, software, or data that is not contemplated by the Documentation or Aurelian did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the Platform by any person other than Aurelian or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8 states Aurelian's entire liability and Customer's sole and exclusive remedy for Infringement Claims

A. Insurance Term

Aurelian shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Aurelian, its agents, representatives, or employees.

B. No Limitation

Aurelian's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Aurelian to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Aurelian shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Customer shall be named as an additional insured under Aurelian's Commercial General Liability insurance policy with respect to the work performed for the Customer using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Customer confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Customer, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Customer data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Customer or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

D. Minimum Amounts of Insurance

Aurelian shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than $2,000.000 per claim $2,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services.

E. Other Insurance Provision

Aurelian's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Customer. Any insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Aurelian shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

Aurelian shall provide the Customer with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of Aurelian to maintain the insurance as required shall constitute a material breach of contract..

J. Safeguarding of Personal Information

Aurelian shall not use or disclose Personal Information (or the similar term defined in applicable state law), in any manner that would constitute a violation of federal law or applicable provisions of state law. Aurelian agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

Aurelian shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

Aurelian shall have in place information security infrastructure in keeping with industry standard to protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

Aurelian and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Customer or as otherwise authorized by law.

Aurelian agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

Aurelian shall make the Personal Information available to amend as directed by Customer and incorporate any amendments into all the copies maintained by Aurelian or its subcontractors. Aurelian shall certify its return or destruction upon expiration or termination of the Agreement and Aurelian shall retain no copies. If Aurelian and Customer mutually determine that return or destruction is not feasible, Aurelian shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

Aurelian shall notify Customer in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Aurelian shall take necessary steps to mitigate the harmful effects of such use or disclosure. Aurelian is financially responsible for notification of any unauthorized access, use or disclosure to the extent attributable to Aurelian. The details of the notification must be approved by Customer. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

9. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT., HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO AURELIAN UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 9 DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 8, TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 10, OR TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF ANY ONE OR MORE OF THE FOLLOWING: SECTIONS 3.2, 5, OR 7.2.

10. CONFIDENTIALITY.

10.1 Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Aurelian's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

10.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 10. Recipient will be liable to the Discloser for any of its employees' and independent contractors' acts or omissions, which, if performed by Recipient, would constitute a breach of this Section 10. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient will have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, response to a public records request, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure.

11. GENERAL.

11.1 Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

11.2 Subcontractors. Aurelian may utilize subcontractors, subprocessors, and other third-party service providers (collectively, "**Subcontractors**") in the performance of its obligations, provided that Aurelian will remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by Aurelian, would constitute a breach of, or otherwise give rise to liability to Aurelian under, this Agreement when they are performing for or on behalf of Aurelian.

11.3 Assignment. Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect.

11.4 Force Majeure. Except for payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event

11.5 Notices. To be effective, notices under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page and will be effective upon receipt, except that e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices.

11.6 Governing Law; Venue. The laws of the State of Idaho govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Bonneville County, Idaho in any litigation arising out of this Agreement or the Services.

11.7 Remedies. Each party acknowledges that any actual or threatened breach of Sections 3.2 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach.,. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

11.8 Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

11.9 Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s).

11.10 No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

11.11 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.12 Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. The venue of any action shall lie in the State or Federal Courts serving Bonneville County, Idaho.

11.13 Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

11.14 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

11.15 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

11.16 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto (including any Executive Summary), constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No modifications to this Agreement will be binding on the other party unless accepted in writing by both parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement will govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

Bonneville County

Signature: _____

Printed: Jonathan D Walker

Title: Chairman, Board of Commissioners

Needl, INC.

Signature: Max Keenan

Printed: Max Keenan

Title: CEO

EXHIBIT B

AURELIAN

ORDER # 81

This **ORDER** ("**Order**") is dated _____ (the "**Order Effective Date**") and is between **Needl, Inc.**, a Delaware corporation ("**Aurelian**") and the customer identified below ("**Customer**") and governs Customer's access to and use of the Platform and Aurelian's provision of the Services under the Master Services Agreement between the parties dated July 21, 2025 (the "**MSA**"). Capitalized terms used in this Order but not defined have the meanings given to them in the MSA.

CUSTOMER INFORMATION					
Name:	Bonneville County	**Address:**	605 N. Capital Ave.		
City	Idaho Falls	**State:**	ID	**Zip Code:**	83402
CUSTOMER PRIMARY CONTACT INFORMATION					
Full Name:		**Title:**			
Phone Number:		**Email:**			

TERM

- The Initial Term of this Order begins on the Order Effective Date and continues for three years, subject to autorenewal as set forth in the MSA.

SOFTWARE PURCHASED

- Standard hosted software service offering of Aurelian, inclusive of all assistive call-taking software (referred to as the "Service" in the MSA).

FEES

- Customer's use of the Services under this Order will be subject to the following fees:
  Year 1: $35,000 due on the Order Effective Date
  Year 2: $35,000 due 12 months after the due Order Effective Date
  Year 3: $35,000 due 24 months after the due Order Effective Date

  Fees include implementation, support, and CAD integration services (excluding any charges Customer's CAD provider may apply). The contract may be canceled with 30 days' notice for a pro-rated refund within the first year or as otherwise provided by the MSA.

USAGE LIMITS

- The Services may be accessed and used by the Customer only. The Customer shall not permit any other affiliates, subsidiaries, agencies, or parties to access or use the Services under this Order.

ADDITIONAL ORDER TERMS

The following terms are hereby added to the MSA, and the MSA is hereby amended as set forth below, for purposes of Aurelian's provision, and Customer's access to and use, of the Services pursuant to this Order during the term of this Order:

- **Artificial Intelligence.** Aurelian may use artificial intelligence technologies, including but not limited to generative AI, machine learning, natural language processing, large language models (LLMs), and other AI tools (collectively, "**AI**") in connection with the Services, including to analyze Customer Data such as call recordings and to generate outputs, recommendations, or insights for Users. Aurelian's use of AI, including any third-party AI tools, will comply with all applicable laws. All outputs, results, recommendations, and insights generated by AI from Customer Data are owned by Customer and are deemed Customer Data under this Agreement. Aurelian shall not use Customer Data to train, test, or improve any third-party AI models without Customer's express written consent. AI is used solely to assist in providing the Services and is not intended to replace human judgment or decision-making by Customer's personnel. Customer is

responsible for evaluating and verifying the accuracy of any AI-generated outputs, recommendations, or insights through human review before taking any action based on such outputs. Aurelian disclaims any responsibility for decisions or actions taken by Customer based on AI-generated outputs, and Customer is solely responsible for all such decisions and actions.

- **Restrictions on Use (Section 3.2 of the MSA).** The following is hereby added to the end of Section 3.2 as new Section 3.2(g):

  "[Customer shall not . . .] (g) use the Platform, including any AI features contained therein, for making decisions that could produce legal or similarly significant effects without review by and involvement of Users."

This Order is governed by, and subject to, the MSA. This Order may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

Bonneville County	**NEEDL, INC.**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____

Automated License Plate Readers (ALPRs)

425.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. ALPRs are used by the Idaho Falls Police Department to convert data associated with vehicle license plates for official law enforcement purposes, traffic flow analysis purposes, or both. Pursuant to Idaho Code 49-1432:

a. The device and its data shall not be used for any purpose other than the investigation of felony or misdemeanor crimes or traffic accidents or to search for missing or endangered persons; and
b. The device and its data shall not be used to enforce traffic infractions other than those associated with a traffic accident.

425.2 DEFINITIONS

Automated License Plate Reader (ALPR) - A device that passively records license plates of vehicles on a roadway or any similar device.

Traffic Flow Analysis - The study and real-time use of data regarding vehicles moving through a transportation network in order to improve traffic flow, reduce congestion, and increase safety.

425.3 LICENSE PLATE READER RECOGNITION TECHNOLOGY

License Plate Recognition (LPR) technology is a computer-based, information-gathering system. The LPR system utilizes specially designed cameras to rapidly capture an image of a vehicle license plate and convert the plate characters into a text file using optical character recognition technology. The text file can then be compared against pre-existing data files. If a match is found, the LPR user is notified by an audible alert and an associated notation on the user's computer screen. Because the LPR system is programed to check all vehicles in the same manner, they are an objective, non-discriminatory public safety tool. The data obtained by LPR systems are useful in criminal investigations and traffic flow analysis

425.4 ADMINISTRATION OF ALPR OPERATION

The Professional Standards Bureau Commander or their designee is responsible for administration of the ALPR equipment and data.

425.5 ALPR OPERATION

Access to Automated License Plate Reader (ALPR) data shall be limited to authorized personnel of the Idaho Falls Police Department.

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Authorized department personnel shall not use, nor allow others to use, the equipment or database records for any reason other than official law enforcement or traffic flow analysis purposes. Non-law enforcement purposes include, but are not limited to the following:

- Personal use
- Political activity
- Surveillance unrelated to felony or misdemeanor crimes, traffic accidents, or the search for missing or endangered persons.

No member of this department shall operate ALPR equipment, or access ALPR data without first completing mandatory training regarding data privacy, legal compliance, and ethical use of ALPR systems.

ALPR may be used in conjunction with any routine patrol operation or offical department investigations. Reasonable suspicion or probable cause is not required before using ALPR, however the officer should verify an ALPR response through ILETS before taking enforcement action that is based solely on an ALPR alert. The Idaho Law Enforcement Telecommunications System shall be accessed by authorized personnel only.

425.6 ALPR DATA COLLECTION AND RETENTION

All data and images gathered by an ALPR are for the official use of the Idaho Falls Police Department and because such data may contain confidential ILETS information, it is not open to public review. ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law.

It is the responsibility of the ALPR user to identify and retain evidentiary items discovered within the ALPR technology, otherwise all ALPR images older than 30 days will be automatically purged by the service provider.

All ALPR data is retained by the service provider, but is the property of the Idaho Falls Police Department. All ALPR data deemed to be evidentiary shall be stored in accordance with applicable City retention schedules, and thereafter may be purged unless it has become, or it is reasonable to believe it will become evidence in a criminal or civil action, or is subject to a lawful action to produce records. In such circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

425.7 ACCOUNTABILITY AND SAFEGUARDS

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All ALPR evidence will be closely safeguarded and protected by both procedural and technological means. The Idaho Falls Police Department will observe the following safeguards regarding access to and use of stored data:

- All non-law enforcement requests for access to stored ALPR data shall be referred to the Records Manager and processed in accordance with applicable law.
- All ALPR data shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time. Access shall only be granted to department personnel authorized to retrieve ALPR data.
- All access to, and queries of ALPR data shall be logged in a secure audit system to include user identity, date, time, and the purpose of access.
- Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- Such ALPR data may be released to other authorized and verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.
- The Commander of the Professional Standards Bureau or their designee shall conduct semiannual audits of ALPR data access logs to detect and address any unauthorized or suspicious activity.
- In accordance with Idaho Code 49-1432(5), any person who misuses ALPR data in violation of this policy shall be subject to discipline, administrative penalties, and criminal prosecution if applicable.

425.8 POLICY

The policy of the Idaho Falls Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

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2025 Idaho Code
Title 49 - MOTOR VEHICLES
Chapter 14 - TRAFFIC — ENFORCEMENT AND GENERAL PROVISIONS
Section 49-1432 - AUTOMATED LICENSE PLATE READERS — DATA ACCESS AND CONTROL.

Universal Citation:
ID Code § 49-1432 (2025)
Learn more

Previous

49-1432. AUTOMATED LICENSE PLATE READERS — DATA ACCESS AND CONTROL. (1) For the purposes of this section:

(a) "Agency" means the state of Idaho, any political subdivision of the state of Idaho, or any agency thereof.

(b) "Automated license plate reader" means a device that passively records license plates of vehicles on a roadway or any similar device.

(c) "Traffic flow analysis" means the study and real-time use of data regarding vehicles moving through a transportation network in order to improve traffic flow, reduce congestion, and increase safety.

(2) An agency may use an automated license plate reader and its data for law enforcement purposes, traffic flow analysis purposes, or both. An agency that uses an automated license plate reader for law enforcement purposes shall do so pursuant to the following requirements:

(a) The device and its data shall not be used for any purpose other than the investigation of felony or misdemeanor crimes or traffic accidents or to search for missing or endangered persons; and

(b) The device and its data shall not be used to enforce traffic infractions other than those associated with a traffic accident.

(3) Access to automated license plate reader data shall be limited to an agency's authorized personnel. Agencies shall implement access controls to ensure that only individuals with appropriate clearance are able to retrieve automated license plate reader data.

(4) Except as expressly allowed pursuant to this section, automated license plate reader data shall not be used for any non-law enforcement purpose, including but not limited to personal use, political activity, or surveillance unrelated to the purposes described in subsection (2)(a) of this section.

(5) A person who misuses automated license plate reader data pursuant to subsection (4) of this section shall be subject to discipline, administrative penalties, and criminal prosecution, if applicable.

(6) Each agency that uses automated license plate readers shall conduct mandatory training for all authorized users regarding data privacy, legal compliance, and ethical use of automated license plate reader systems.

(7) All access to and queries of automated license plate reader data shall be logged in a secure audit system to include user identity, date, time, and the purpose of access.

(8) Agencies shall conduct semiannual audits of automated license plate reader data access logs to detect and address any unauthorized or suspicious activity.

History:

[49-1432, added 2025, ch. 316, sec. 1, p. 1320.]

PROCLAMATION

WHEREAS, Civitan International was founded in 1917 by a group of professionals in Birmingham, Alabama with the motto "builders of good citizenship," and

WHEREAS, the Civitan International sponsors cutting edge research, focused on intellectual and developmental disabilities, through its funding of the Civitan International Research Center; and

WHEREAS, the Idaho Falls Civitan Club was chartered in 1958 and is among more than 700 Civitan clubs throughout the world working together to make communities better places to live; and

WHEREAS, since 1958, the Idaho Falls Civitan Club has contributed hundreds of thousands of dollars and volunteer hours to help people with intellectual and developmental disabilities throughout Eastern Idaho; and

WHEREAS, the Idaho Falls Civitan Club also has partnered before with the City of Idaho Falls to provide new playground equipment at locations including Freeman Park, Community Park, and Civitan Park; and

WHEREAS, the Idaho Falls Civitan Club provides its members with meaningful involvement with support of projects and causes such as youth leadership development, educational scholarships, community improvements, and events such as Alive After Five to raise awareness of, and funding, for intellectual and developmental disabilities; and

WHEREAS, through all these activities and others, the Idaho Falls Civitan Club embodies the ideals of Civitan International in our own community.

NOW THEREFORE, I, LISA BURTENSHAW, MAYOR of the City of Idaho Falls, Idaho do hereby proclaim the month of April 2026, as

CIVITAN AWARENESS MONTH

and encourage the residents of Idaho Falls to actively support and take pride in the worthwhile efforts of this international service organization and the work of Civitan members in our community.

CITY OF IDAHO FALLS CORPORATE SEAL BONNEVILLE COUNTY, IDAHO

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 30th day of March, Two Thousand Twenty-six.

Lisa Burtenshaw

Lisa Burtenshaw, Mayor
City of Idaho Falls

PROCLAMATION

WHEREAS, for 40 years Downtown Athletic Club, Apple Athletic Club, and now Club Apple, has served as a cornerstone of health, wellness, and community engagement for people wanting to work on their health and fitness; and

WHEREAS, since its founding in 1986, the now named Club Apple has been dedicated to promoting physical fitness, healthy lifestyles, and personal well-being for individuals and families of all ages, and

WHEREAS, Club Apple is the largest privately owned general health club in Idaho and has received "Business Distinction Awards" and "Best Fitness Facility" business recognitions marketing itself as Idaho's #1 Health Club in Idaho Falls since 2001; and

WHEREAS, Club Apple has been a fitness home for the Chukars, Spud Kings, a local polling place for elections, and a partner for Red Cross blood drives; and

WHEREAS, the City of Idaho Falls wishes to celebrate the 40th anniversary of Club Apple and commends its continued commitment to strengthening the health of the Idaho Falls community.

THEREFORE, I, LISA BURTENSHAW, MAYOR of the City of Idaho Falls, do hereby proclaim the 2nd day of April 2026, as

CLUB APPLE DAY

and encourage all citizens to recognize the longstanding culture of active living and supportive efforts of Club Apple furthering the health, fitness, and well-being needs of Idaho Falls' individuals and families of all ages.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 31st day of March, Two Thousand Twenty-six.

Lisa Burtenshaw

Lisa Burtenshaw, Mayor
City of Idaho Falls

PROCLAMATION

WHEREAS, organ, eye, and tissue donation is a life-saving and life-enhancing opportunity that touches thousands of lives each year, offering hope and healing to those in need; and

WHEREAS, more than 100,000 people across the United States are currently waiting for a life-saving organ transplant, and thousands more could benefit from tissue and cornea donation; and

WHEREAS, one donor can save up to eight lives through organ donation and heal and enhance the lives of more than 75 others through tissue and cornea donation; and

WHEREAS, raising awareness about the critical need for organ and tissue donation encourages individuals to register as donors and have meaningful conversations with their families about their wishes; and

WHEREAS, Donate Life Month, observed annually in April, is dedicated to educating communities, honoring donors and their families, and inspiring individuals to register as organ, eye, and tissue donors; and

WHEREAS, we recognize the selfless gifts of donors and their families and extend our deepest gratitude to the medical professionals and organizations that support donation and transplantation.

NOW THEREFORE, I, LISA BURTENSHAW, MAYOR of the City of Idaho Falls, do hereby proclaim the month of April 2026, as

DONATE LIFE MONTH

in the City of Idaho Falls and encourage all residents to learn more about organ, eye, and tissue donation and consider registering as donors to give the gift of life.

CITY OF IDAHO FALLS CORPORATE SEAL BONNEVILLE COUNTY, IDAHO

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 30th day of March, Two Thousand Twenty-six.

Lisa Burtenshaw

Lisa Burtenshaw, Mayor
City of Idaho Falls

PROCLAMATION

WHEREAS, the year 2026 marks the 58th anniversary of the passage of the Federal Fair Housing Act; Title VIII of the Civil Rights Act of 1968, as amended; and

WHEREAS, this law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, sex, family status, disability, or national origin; and

WHEREAS, equality of opportunity for all is a fundamental tenet of this nation, state and city, and

WHEREAS, barriers which diminish the rights and limit the options of any citizen will ultimately diminish the rights of all citizens; and

WHEREAS, the cooperation, commitment and support of all the residents of the City of Idaho Falls is necessary for removing barriers to the enjoyment of living where one chooses within one's means.

THEREFORE, I, LISA BURTENSHAW, MAYOR of the City of Idaho Falls, do hereby proclaim the month of April 2026, as

FAIR HOUSING MONTH

and encourage every citizen and business of our community to support and endorse Fair Housing; to reaffirm their commitment to Fair Housing for all, and wholeheartedly recognize these rights and responsibilities throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 30th day of March, Two Thousand and Twenty-six.

Lisa Burtenshaw

Lisa Burtenshaw, Mayor
City of Idaho Falls

PROCLAMATION

WHEREAS, the month of April has been set aside nationally, by the Pentagon and other military support organizations, since the mid-1980s as a military child appreciation month; and

WHEREAS, the month of April is officially known as the Month of the Military Child; and

WHEREAS, it has been established as an opportunity to recognize military children for their resilient spirits, personal sacrifices, and strong character and courage; and

WHEREAS, military children are part of the strength of our nation as they support and encourage their service members with a fierce patriotic spirit; and

WHEREAS, military children continue to make significant contributions to family, community, and their nation as they endure prolonged and repeated absences of one or both parents; and

WHEREAS, these children are a source of pride for the great State of Idaho, the City of Idaho Falls, and to us all; it is only fitting that we take time to recognize their contributions.

NOW THEREFORE, I, LISA BURTENSHAW, MAYOR of the City of Idaho Falls, do hereby proclaim the month of April 2026, as the

MONTH OF THE MILITARY CHILD

in the City of Idaho Falls, and I urge all citizens to recognize with honor the children of our service members and veterans in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 30th day of March, Two Thousand Twenty-six.

Lisa Burtenshaw

Lisa Burtenshaw, Mayor
City of Idaho Falls

PROCLAMATION

WHEREAS, the children of Idaho Falls are vital to the future of our community, and strong families are the foundation of healthy neighborhoods, a resilient workforce, and a thriving local economy; and

WHEREAS, families play a central role in nurturing the physical, emotional, social, and educational well-being of children, and safe, stable, and nurturing relationships are key to preventing child abuse and neglect before it occurs; and

WHEREAS, communities strengthen families by fostering social connection, supporting positive parenting, increasing access to resources, and creating environments where families can manage stress and grow together; and

WHEREAS, the month of April is a time to raise awareness of our shared responsibility, and *Strengthening Families Month* provides an opportunity to recognize the importance of family well-being, and is a time to encourage local organizations, schools, businesses, and residents to support efforts that help families thrive.

NOW THEREFORE, I, LISA BURTENSHAW, MAYOR of the City of Idaho Falls, do hereby proclaim the month of April 2026, as

STRENGTHENING FAMILIES MONTH

in the City of Idaho Falls and encourage all residents to recognize this shared responsibility and inspiration for collective action to prevent child abuse and neglect so our community's children can lead their best lives.

CITY OF IDAHO FALLS CORPORATE SEAL BONNEVILLE COUNTY, IDAHO

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 30th day of March, Two Thousand Twenty-six.

Lisa Burtenshaw

Lisa Burtenshaw, Mayor
City of Idaho Falls