



## NOTICE OF PUBLIC MEETING

Monday, July 24, 2017  
CITY COUNCIL CHAMBERS  
680 Park Avenue  
Idaho Falls, ID 83402  
3:00 p.m.

*The public is invited to attend. This meeting may be cancelled 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 or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

### **SPECIAL MEETING (Council Work Session)**

#### Call to Order and Roll Call

#### Mayor and Council:

- Acceptance and/or Receipt of Minutes
- Calendar, Announcements and Reports (20)

#### Municipal Services:

- AssetWorks Professional Services and Software Agreement Follow-up Discussion (30)
- Quarterly Finance Presentation (60)

#### Parks and Recreation:

- Cemetery and Memorial Tree Discussion (20)

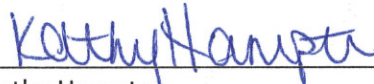
#### Legal;

#### Idaho Falls Power;

#### Parks and Recreation:

- Naming Rights Resolution (30)

DATED this 21<sup>st</sup> day of July, 2017

  
\_\_\_\_\_  
Kathy Hampton  
City Clerk



## MEMORANDUM

**TO:** Honorable Mayor and Council

**FROM:** Brad Cramer, Director

**DATE:** July 12, 2017

**RE:** July 11, 2017, Planning Commission Action

Planning Commission took the following action during the July 11, 2017 meeting.

1. **CUP17-005: CONDITIONAL USE PERMIT. District 91 Transportation Facility.** 22.654 Acres, Lot 16, Block 7, Skyline Terrace Division 6 & Lot 17, Block 7, Skyline Terrace Divisions 4 & 6, First Amended. Approved as presented.
2. **PLAN17-001: PLAN. Downtown Plan and Form Based Code.** Adoption of the Downtown Plan and a set of Form Based Zoning Codes for areas outlined within the Downtown Plan. Approved as presented.
3. **RZON17-005: REZONE. Amend Section 10-1-9B5, Recording Final Plat Time Period.** Recording Final Plat of the City of Idaho Falls Subdivision Ordinance adjusting the time period allowed to record a final plat from 90 days to 180 days. Approved as presented.
4. **ANNX17-004: ANNEXATION/INITIAL ZONING. 5th West Park Road Annexation.** M&B: Approx. 3.388 Acres Section 6, T 1N, R 38E & Section 1, T 1N, R 37E. Approved as presented.
5. **PLAT17-012: FINAL PLAT. Fairway Estates Division 21.** Generally south of E 65th N, west of N 5th E, north of E 49th N extended and east of N 5th W. Approved as presented.
6. **PLAT17-014: FINAL PLAT. Carriagegate Division 6.** Approved as presented
7. **PLAT17-015: FINAL PLAT. Cambridge Terrace Park Division 1, Fourth Amended.** Cambridge Terrace Park Addition Division 1, Fourth Amended. Approved as presented.
8. **RSC117-001: RSC-1 SITE PLAN. Lot 2, Block 1, KJ'S Sunnyside Division 1, 1<sup>st</sup> Amended.** KJ's Super Wash Vacuums. Approved as presented.

RECOMMENDED COUNCIL ACTION: To receive recommendation(s) from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act (LLUPA).

BGC/dp

cc: File

PC Action 7-11-17



**Civic Auditorium Committee Meeting Minutes**  
**Wednesday, June 7, 2017**

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The Civic Auditorium Committee of the City of Idaho Falls met in a regular committee meeting, Wednesday, June 7, 2017, at the Municipal Services Director's Office, located at 308 Constitution Way, Room 200, in Idaho Falls, Idaho at 1:30 p.m.

**In Attendance:**

Arthur Kull, Civic Auditorium Committee Member  
Anne Staton-Voilleque, Civic Auditorium Committee Member  
Deidre Warden, Civic Auditorium Committee Member  
Bonnee Taggart, Civic Auditorium Committee Member  
Pam Alexander, Municipal Services Director  
Councilmember Ed Marohn

**Absent:**

Carrie Scheid, Civic Auditorium Committee Member

**Others Present:**

Brandi Newton, Executive Director IF Arts Council  
Ed Morgan, Civic Auditorium Manager  
Councilmember David Smith

The meeting was called to order by Arthur Kull at 1:37 p.m.

Phase I recommended renovations were discussed. Ed Morgan provided a handout of the auditorium improvement quotes received to date. The discussion included the estimated renovation costs and timing of completion within fiscal years 2017/18 – 2018/19 and 2018/19-2019/20. Committee recommendations were recorded in a spreadsheet for Municipal Services 2017/18 budget presentation.

The committee consensus was that all first-year Phase I renovations are best to be completed during the months of July, August and September 2018. Second-year Phase I renovations (acoustical improvements), not needing an extended shut down period, would be scheduled when the auditorium is available throughout the 2018-2019 year.

Phase II and Phase III renovations were also briefly discussed with the understanding these are contingent on the District 91 plans for a bond election and outcome.

Donation and grant opportunities were discussed and the consensus of the committee was the City should be prepared for a 50% match to any donations or grants that may be received.

Brandi Newton received approval from Chair Kull to ask the committee about policy questions regarding the serving of concessions and alcohol at Civic Auditorium performances. The



**Civic Auditorium Committee Meeting Minutes**  
**Wednesday, June 7, 2017**

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committee approved Brandi and the Municipal Services Director to research these questions and follow up at the next committee meeting.

With no further items for discussion, the meeting it was moved by Arthur Kull, Chair and seconded by committee members, to adjourn the meeting at 3:00 p.m.

A handwritten signature in cursive script that reads "Pamela Alexander".

Pamela Alexander for Stephanie Walker - Secretary

A handwritten signature in cursive script that reads "Arthur Kull".

Arthur Kull - Chair

In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

**Purchase Order Number:** \_\_\_\_\_

**Amount:** \$124,987.84

The following general assumptions apply to this proposal for AssetWorks and its subcontractors:

1. The costs for this project are provided on a time and materials basis. Actual hours and costs may be less than or greater than estimates.
2. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment. The end user will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
3. Customer will purchase all hardware and software necessary for implementation, either through the AssetWorks product purchase schedule or through other means.
4. Customer will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.
5. Customer is responsible for TCP/IP connectivity from all client workstations to the Customer's AssetWorks servers.
6. Customer will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
7. Customer will make appropriate technical resources available to AssetWorks' consultants.
8. All training sessions will use standard application training materials.
9. This Proposal does not include any tailoring or customization of the GUI.
10. AssetWorks will perform as specified in the system documentation.
11. In the event the customer schedules on-site services and, due to circumstances within its control, AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an eight-hour day. AssetWorks provides on-site services on the basis of an eight-hour minimum per day per person.
12. AssetWorks will bill time for any travel over 8-hours (at \$205.00 per hour)
13. All travel estimates are estimates, AssetWorks will bill actual travel, monthly as incurred.

### AssetWorks SOFTWARE LICENSE AGREEMENT (SLA)

This License Agreement applies to all software provided to you by AssetWorks LLC., a Delaware corporation ("AssetWorks") including software owned by AssetWorks and software owned by other parties that is embedded in software owned by AssetWorks or that is included in hardware provided by AssetWorks. You (CUSTOMER) should carefully read the following terms and conditions before installing the software or using AssetWorks supplied hardware that contains the software. Continuing installation of the software or use of the software or AssetWorks supplied hardware indicates your acceptance of the terms and conditions of this agreement. If you do not agree with the terms and conditions of this agreement, you should not install or use this software.

AssetWorks grants to CUSTOMER a non-exclusive, perpetual non-transferable license to make use of the software specified in the proposal (herein "Software") on the CUSTOMER's database servers, and application servers and/or web servers (referred to as the "Enterprise"); You assume responsibility for the selection of the software and/or the software on hardware to achieve your intended results, and for the installation, use and results obtained.

#### **License**

CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Proposal. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule.

Customer may make one copy of the software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for your use only and cannot be assigned or transferred to another person or used on another computer.

**1. RESTRICTIONS.** You cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this software without prior written consent of AssetWorks and the payment of additional license fees. You cannot modify, translate, disassemble, decompile, or create derivative works of the software or any copy in whole or in part.

**3. FEES AND PAYMENT.** All fees set forth in AssetWorks' quote are payable by CUSTOMER within thirty (30) days of receipt of invoice.

**4. NO OTHER RIGHTS.** Except as stated herein, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the software and its documentation.

**5. TERM.** This license is effective until terminated. You can terminate it at any time by destroying the software including all media and documentation and erasing any copies residing on your system. Or, AssetWorks can terminate this License immediately for nonpayment of license fees or if you fail to comply with the terms and conditions of this Agreement.

**6. TRANSFER.** You cannot transfer, sublicense, or assign the license or the software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties, or obligations hereunder is void and will terminate your license.

**7. WARRANTY DISCLAIMER/LIMITED WARRANTY.** THIS SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU CAN ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**8. Limitation of liability** In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the quote that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

**10. ACCEPTANCE.** By installing the software or using the AssetWorks supplied hardware that contains the software, you acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the Agreement between us which



# AssetWORKS

## Software and Services Order Form

supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this Agreement.

**11. THIRD PARTY SOFTWARE.** If the software is delivered to you preinstalled in AssetWorks supplied hardware, then additional license terms and conditions may apply to third party software included in the AssetWorks supplied hardware. The additional terms and conditions that apply to such third party software may be included in printed materials delivered with the AssetWorks supplied hardware or in online or electronic documentation included in the AssetWorks supplied hardware.

**12. GENERAL.** This Agreement will be governed by the laws of the state of Delaware. If any provisions of this Agreement shall be held by any court of competent jurisdiction to be contrary to the law, the provisions will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Neither party will assign or transfer its interest in this Agreement without the prior written consent of the other party.

You must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products

thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. AssetWorks may audit your use of the software. All terms of any order document shall be superseded by this License. You will be entitled to support described in the Maintenance terms set forth below, provided you are current on payments.

**13. ADDITIONAL PROVISIONS.** No other party or company may make any warranty, either express or implied, regarding the software, its merchantability or its fitness for any particular purpose.

**14. Notices Addresses:**

**AssetWorks LLC.**  
998 Old Eagle School Rd. - Suite 1215  
Wayne, PA 19087  
Attn.: John Hines  
Division President

### AssetWorks SOFTWARE MAINTENANCE AGREEMENT (SMA)

**1. Term**

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

**2. Correction of Deviations**

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, you shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

a. In the event that, in the mutual and reasonable opinion of AssetWorks and CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation with all due dispatch.

**3. Software Revisions and New Versions**

a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

i. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");

ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").

iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.

b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

**4. Telephone Hotline Assistance**

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the

Software. At other times such personnel are available by beeper for emergencies.

### 5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

### 6. Transmission

All Revisions and New Versions will be transmitted to the CUSTOMER on magnetic tape, magnetic disk or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Versions onto its system.

### 7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate modem facilities by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

### 8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

### 9. Software Maintenance Fee - Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

### 10. Additional Software Maintenance Fee - Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in the proposal (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

### 11. Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

### 12. Payment Terms

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.
- b. AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER written notice of the increase at least thirty (30) days prior to any scheduled renewal date.
- c. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

### 13. Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

### 14. Limitation of Liability

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind,



including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

### 15. General Terms

- a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.
- g. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated

in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

## ASSETWORKS STANDARD PROFESSIONAL SERVICES AGREEMENT

### 1. SERVICES

This Agreement shall apply each time Customer engages ASSETWORKS to provide services. All services provided will be described in a ASSETWORKS quotation (see above) or a mutually agreed upon "Statement of Work" ("SOW") as applicable (hereinafter referred to as "Services"), if attached.

### 2. TERMS

**2.1 Requests for Service; Quotes and Orders.** Customer shall sign and return this agreement for the initial order for Services. All subsequent orders for Services must specify ASSETWORKS'S quotation (if any), and reference the Service(s) requested and invoice address. Customer may place orders in writing, by telephone or by facsimile transmission. Telephone orders must be confirmed in writing or by facsimile. All orders are subject to acceptance by ASSETWORKS.

**2.2 Prices.** The prices charged for Services purchased under this Agreement will be ASSETWORKS'S then current charges for such services in each ASSETWORKS region or as quoted by ASSETWORKS. If the Services are being performed on a time and materials basis, any estimates provided by ASSETWORKS are for planning purposes only.

**2.3 Additional Fees; Taxes.** Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on ASSETWORKS (other than taxes related to ASSETWORKS' income) in connection with the Services purchased under this Agreement will be paid by Customer and will appear as separate items on ASSETWORKS'S invoices.

**2.4 Invoicing and Payment.** Customer's payment terms will be net thirty (30) days from the date of invoice.

**2.5 Term.** This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.

**2.6 Termination.** Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Agreement. Upon

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termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

### 3. PROPRIETARY RIGHTS

ASSETWORKS will retain exclusive ownership in all deliverables created by ASSETWORKS hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by ASSETWORKS under this Agreement. ASSETWORKS will also retain all intellectual property rights with respect to the tools and/or software that ASSETWORKS uses to deliver the Services. Subject to payment in full for the applicable Services, ASSETWORKS grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

### 4. EXPORT; REGULATORY REQUIREMENTS

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide ASSETWORKS with all of the information needed for ASSETWORKS to obtain export licenses from the United States government and to provide ASSETWORKS with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. ASSETWORKS may also require export certifications from Customer for Customer provided software. ASSETWORKS'S acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; ASSETWORKS is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

### 5. CUSTOMER RESPONSIBILITIES

It is the Customer's responsibility to backup data on Customer's system. ASSETWORKS WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that ASSETWORKS'S performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to ASSETWORKS any required licenses, approvals or

consents necessary for ASSETWORKS'S performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to ASSETWORKS that is not protected under a separate NDA is not confidential or proprietary to Customer.

### 6. LIMITED WARRANTY & LIMITATION OF LIABILITY

**6.1 Limited Warranty.** ASSETWORKS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ASSETWORKS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION ASSETWORKS MAY PROVIDE.

**6.2 Limitation of Liability.** NEITHER CUSTOMER, ASSETWORKS NOR ASSETWORKS'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY ASSETWORKS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSETWORKS SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO ASSETWORKS'S NEGLIGENCE OR WILLFUL MISCONDUCT, ASSETWORKS'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

### 7. INDEMNIFICATION

Customer accepts responsibility for, and agrees to indemnify and hold ASSETWORKS harmless from, any and all liability, damages, claims or proceedings arising out of (i) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support any SOW or ASSETWORKS'S performance of the Services,

or (ii) any inaccurate representations regarding the existence of an export license.

### 8. MISCELLANEOUS ITEMS

**8.1 Assignment; Subcontracting.** Unless otherwise provided in the SOW, Customer may not assign this Agreement without the prior written consent of ASSETWORKS. ASSETWORKS has the right to hire subcontractors to perform the Services provided that ASSETWORKS shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

**8.2 Entire Agreement; Severability.** This Agreement (with attachments) is the entire agreement between ASSETWORKS and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between ASSETWORKS and Customer. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

**8.3 Independent Contractor.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

**8.4 FORCE MAJEURE** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions,

material shortages or any other cause which is beyond the reasonable control of such party.

**8.5 DISPUTE RESOLUTION** The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

**8.6 Notices.** To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

**8.7 Section Headings.** The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**8.8 Governing Law, Jurisdiction and Language.** The laws of the Commonwealth of Delaware will govern this Agreement.

**8.9 Limitation Period.** Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

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

Accepted by Customer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Accepted by AssetWorks LLC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*To expedite shipment and scheduling, please email or fax this signed document and your Purchase Order to Joe Keefe:*

Tel: 720.633.3043

Fax: 720.247.9001

[joseph.keefe@assetworks.com](mailto:joseph.keefe@assetworks.com)

via mail:

**AssetWorks LLC.**

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

Attn.: John Hines

Division President

Date: May 22, 2017

### City of Idaho Falls

*This Order Schedule is issued pursuant to **GSA Schedule GS-35F-317GA**. The terms and conditions herein shall apply to the purchase described below if this Order form is signed on or by **August 22, 2017**.*

Chandra Witt  
City of Idaho Falls  
P.O. Box 50220  
Idaho Falls, ID 83405  
US  
(208) 612-8249  
cwitt@idahofallsidaho.gov

#### License

Description	QTY	UNIT PRICE	Line Total
FleetFocusFA Standard License	800.00	USD 35.550	USD 28,440.00
Reporting Module	800.00	USD 1.778	USD 1,422.40
Motor Pool Module	800.00	USD 3.555	USD 2,844.00
Motor Pool Reservations Module	800.00	USD 1.778	USD 1,422.40
Shop Activity Module	800.00	USD 3.555	USD 2,844.00
Customer Access Module	800.00	USD 1.778	USD 1,422.40
KPI/Dashboards Module	800.00	USD 1.778	USD 1,422.40
Crystal Reports Server OEM Edition (FA), - with 1x report writer	1.00	USD 2,871.000	USD 2,871.00
<b>License TOTAL:</b>			<b>USD 42,688.60</b>

#### Maintenance

Description	Line Total
Software Maintenance	USD 10,660.00
<b>Maintenance TOTAL:</b>	<b>USD 10,660.00</b>

Year two maintenance not to increase by more than 5%.

### Service

Description	Line Total
Project Management Services	USD 10,472.28
Software Installation	USD 1,611.12
System Setup Services	USD 8,055.60
System Design Services	USD 12,083.40
Data Conversion Services	USD 10,472.28
Train the Trainer	USD 6,444.48
Go Live Support Services	USD 8,055.60
90 Day Post Go Live Services	USD 4,833.36
Fuelmaster Automated Fuel Import	USD 1,611.12
Travel Costs	USD 8,000.00
<b>Service TOTAL:</b>	<b>USD 71,639.24</b>

**STATEMENT OF WORK**

**City of Idaho Falls**



**FleetFocus Asset and Maintenance Management Applications**

**May 22, 2017**

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### Introduction

AssetWorks is pleased to partner with the City of Idaho Falls (IF) for a successful implementation of the FleetFocus asset and maintenance management application. This proposal identifies the tasks and estimated costs required for the implementation of the FleetFocus solution. This Statement of Work is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends IF use AssetWorks' expertise and consulting resources to ensure a timely and cost effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

To best facilitate the implementation, AssetWorks urges IF to formally identify a core team of members from each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. This core team should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production rollout.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and IF will discuss these changes in good faith at their earliest opportunity.

### Project Task Descriptions

#### WBS A.1.0 Project Management Services

##### Project kick-off and planning

AssetWorks will facilitate a project kick-off meeting wherein we will facilitate a review of the project timeline, identify roles and responsibilities and discuss status reporting with IF staff.

AssetWorks recommends IF appoint a core project team for the implementation stage with representatives from all functional or operational areas of IF's business. This core group must have the authority and charter to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge and familiarity with IF's operations and objectives, and will form the majority of the roll-out team later in the project. The IF project team will define their roles and responsibilities and establish project standards and controls.

IF will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated IF functional and operational areas. The IF Project Manager will lead the overall IF project team and be responsible for the IF personnel and resources on the project. The Project Leads will be responsible for the configuration and implementation of FleetFocus and for facilitating decisions among the core maintenance group.

##### Project Management

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks project manager will coordinate AssetWorks project activities. AssetWorks will provide the following project management services:

- Serve as the main point of contact for the IF Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed so as to minimize implementation time and cost while taking into consideration resource and time constraints such as IF staff availability
- Work with IF to manage risks throughout the project
- Present progress to the IF Project Manager and/or to IF Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items
- Develop project deliverables
- Manage approval/sign-off processes
- Manage project risks
- Manage scope control
- Maintain project schedule and scheduled meetings

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements.

AssetWorks will assign a Professional Services Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. The Professional Services Manager is IF's

first escalation point for any issues arising during the project while the Program Manager will provide executive level communication and support.

*Deliverable for Project Management Services*

- Update to relevant status reports
- Manage action items, issues and risks
- Facilitate status meetings.

### WBS A.2.0 Hardware Acquisition

#### Customer Hosted Environments

AssetWorks recommends the following hardware configuration and hardware specifications to provide reasonable performance, capacity, and response for a FleetFocus implementation. These are guidelines only and the size of your organization will dictate specific hardware needs. The specifications below are designed towards an organization of 5,000 active equipment units or less. For optimal performance, AssetWorks recommends customers take advantage of FleetFocus' tiered architecture:

- |                           |  |
|---------------------------|--|
| 1. FleetFocus client:     | presentation layer on a workstation via Internet Explorer or administrative graphical user interface |
| 2. FleetFocus Web:        | Internet Information Services web server   |
| 3. FleetFocus APP:        | core application code  |
| 4. FleetFocus database:   | Oracle or Microsoft SQL Server database  |
| 5. FleetFocus reporting:  | Crystal Reports Server   |
| 6. FleetFocus interfaces: | MAXQueue integration module  |

#### Database Server

The requirements for a database server depend primarily on the size of the FleetFocus database and the maximum number of concurrent users. Memory on the database server is a major factor affecting FleetFocus performance; AssetWorks recommends always allowing for future expandability. For a database server dedicated to FleetFocus, AssetWorks recommends:

Processor Cores: 4  
Drives: RAID configuration to your organization's standard  
Size/Speed: 100 GB available space for data with 10k rpm  
RAM: 4 GB

#### Application/Web/Reporting Server

The requirements for an application server depend primarily on the maximum number of concurrent FleetFocus users. AssetWorks recommends a machine that meets the following specifications (for fewer than 100 concurrent users):

Processor Cores: 4  
Hard Drives: RAID configuration to your organization's standard  
Size/Speed: 50 GB available space for applications with 10k rpm  
RAM: 4 GB

#### Optional Dedicated Reporting Server

For organizations that require significant reporting, an additional server dedicated to Crystal Reports Server is recommended. AssetWorks recommends a machine that meets the following specifications:

Processor Cores: 2  
Hard Drives: RAID configuration to your organization's standard  
Size/Speed: 50 GB available space for applications with 10k rpm

RAM: 2 GB

### Optional Interface Server

For organizations that require significant interfaces with other systems, an additional server dedicated to MAXQueue Integration Module is recommended. AssetWorks recommends a machine that meets the following specifications:

Processor Cores: 2

Hard Drives: RAID configuration to your organization's standard

Size/Speed: 50 GB available space for applications with 10k rpm

RAM: 2 GB

### Workstation Specifications

For all configurations, client workstations should be Windows 7 with Internet Explorer 8 or above. The FleetFocus presentation layer requires a screen resolution of 800x600 but 1024x768 is suggested for optimal screen viewing. AssetWorks recommends a machine that meets the following specifications:

2 GB RAM

20 GB available hard disk space

Mouse and Keyboard

17" Monitor

Windows 7

10/100/1000 Ethernet NIC

### Communications Infrastructure

The FleetFocus presentation layer will run over local area networks, wide area networks, Intranets, the Internet, and dial-up connections for limited usage.

### Additional Requirements for Any Configuration

In addition to the above, AssetWorks also recommends customers procure the following:

1. An appropriate number of printers or label printers
2. An appropriately sized backup subsystem
3. A standby power supply to protect the application server and the database server from power problems
4. AssetWorks recommends 17" monitors in order to take better advantage of the FleetFocus screen and window capabilities
5. AssetWorks recommends touch screens for technician input
6. Provision for disaster recovery

### Virtual Machine (VM) Support

AssetWorks certifies and supports the Operating System (OS) and Relational Database Management System (RDBMS) required by FleetFocus. Any VM software package that also supports the required OS and RDBMS of FleetFocus can be used. VM software packages operate at the hardware abstract layer and AssetWorks does not certify FleetFocus against specific hardware manufacturers.

### Load Balancing Support

AssetWorks does not specifically certify or support specific load balancing implementations at either a hardware or software level. Load balancing technologies can be used with FleetFocus as long as session persistence is enabled

within the load balancing technology. Session persistence is also commonly referred as sticky-sessions or session stickiness. When a connection to the web application is made that session must persist on the server that the load balancer distributes the connection to or stability issues may ensue in FleetFocus.

### **WBS A.3.0 Software Installation Services**

IF will install RDBMS software on the database server. AssetWorks assumes that IF will install the server and assist with any network configuration issues that arise as a result of the server operating system installation (in order to connect the server to IF wide area network).

IF will provide the required RDBMS and operating software (including licenses, media, and documentation) for this installation task. AssetWorks will not be responsible for any construction or communications infrastructure.

#### Create FleetFocus database and install applications

AssetWorks will assist in creating the test production FleetFocus databases. AssetWorks requires remote connectivity for this installation and recommends it to support AssetWorks' troubleshooting efforts throughout the project.

AssetWorks will work with IF to install the application on the server. AssetWorks will install the Mobile software, if licensed, on one device (IF will install the software on any remaining devices). IF is responsible for installing client-side software, if necessary, after the first site.

IF is responsible for setting up the web server and for connectivity over the Internet and Intranet. AssetWorks assumes IF will provide technical support (for the web server, etc.) for this installation. The Web server must use Microsoft IIS and have Microsoft Windows as the operating system.

#### Document upgrade and software distribution process

IF should devise a procedure to upgrade FleetFocus when AssetWorks makes new releases available. It is recommended that IF document the procedure for making new versions of the application available to all locations. IF should install the application so that each user runs it from a local LAN segment or from the local workstation. AssetWorks recommends the former for ease of support.

### **Deliverable for Software Installation Services**

- Installation of AssetWorks software

IF is responsible for all deliverables not specifically included above.



### **WBS A.4.0 System Setup Services**

#### System Setup Consulting

AssetWorks will lead a training session to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. AssetWorks will also finalize the work flow for all job functions, including work order management and parts inventory management. To streamline this process, FleetFocus is delivered with sample, out of the box configuration. Sample data can be copied or modified to fit the specific needs of IF resulting in less time required for deployment of the application.

IF's preparation for this engagement includes the assimilation and distribution of relevant inventory, purchasing, operations, and maintenance data prior to the meeting. The goal for these meetings is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out. AssetWorks expects this task to take three days.

#### Finalize data definition and processes

IF will take action items from the System Setup Consulting to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. IF's deliverable for this task is complete documentation of IF's definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the development of the training material for the rollout. AssetWorks will work with IF to prepare this documentation.

AssetWorks will work with the IF team to configure FleetFocus per the discussed work flow. This configuration will build on the setup defined with the IF core team and will focus on specific decisions, such as location options, department settings, etc. IF will perform setup tasks as assigned by AssetWorks.

### **Configure Modules**

AssetWorks will provide an orientation for the following modules:

- Shop Activity
- Reporting
- Notifications
- Enterprise Portal
- Customer Access
- KPI/Dashboards
- Motor Pool Reservations
- Billing

In addition, AssetWorks will consult with IF to configure the modules to facilitate the workflows for the maintenance and back office functions. Configuration includes:

- Assigning user groups for specific functions
- Creating automatic report schedules and distribution lists
- Initializing notifications to facilitate business processes
- Creating custom menus for specific user groups

### **WBS A.5.0 Data Conversion Services**

#### Batch Processing

AssetWorks will provide a training session for Batch Processing for IF administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. IF staff will use Batch Processing to load its data into FleetFocus.

#### Assist with Data Loads for Equipment, Parts and Summary History

IF will extract the agreed-upon data from its current systems. AssetWorks will not be responsible for "scrubbing" or "cleansing" legacy IF data. IF will be responsible for populating FleetFocus with approved and "clean" IF data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. IF will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Further, only data elements that can be entered on a FleetFocus screen are part of this conversion. IF, with assistance from AssetWorks, will use FleetFocus's batch processing feature to load the data on these screens.

IF will provide the data in the properly formatted spreadsheets (per AssetWorks' specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from IF's legacy system(s):

- The data files will be text-based flat files with one row of data per asset and per part.
- IF will use default values for any data element that FleetFocus requires that is not in the data file.
- IF will provide each test data file and each production data file in exactly the same format.
- IF will convert only master equipment, master parts and summary cost history records
- AssetWorks will provide assistance in the form of troubleshooting errors in batch runs and providing direction in the mapping of legacy data elements to FleetFocus fields.

#### Conversion of Specific Data

AssetWorks and IF will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help IF finalize the data mapping and identify the sources for each data element. IF will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted.

#### Data Conversion Testing and Validation

After AssetWorks and IF have jointly documented the data mapping and data load process, IF will test the results from the data extractions. These tests will validate the data migration strategy that the team defined in earlier stages. This process will require involvement from the IF Information Technology personnel supporting the existing systems.

### **WBS A.6.0 Technical Services**

#### Automated Fuel Imports

To provide a very straightforward and flexible solution, AssetWorks proposes that IF use FleetFocus' Automated Fuel Systems screen to define its fuel interfaces. The base application includes this screen, with which end users can create fuel interface definitions for use with the Automated Fuel Tickets screen. Using this screen, IF could build many of its own batch imports for processing fuel transactions.

AssetWorks will assist IF in defining its fuel interfaces using FleetFocus' Automated Fuel Interface feature. IF will provide AssetWorks a sample comma separated or fixed width fuel file with appropriate documentation for the fuel system's data files. AssetWorks may require remote control access to IF servers for this task. AssetWorks will assist IF with configuring an automated fuel import from Fuelmaster.

### **WBS A.7.0 Training Services**

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each IF trainee will have the basic skills in the overall use of FleetFocus and strong knowledge of how to use the application in his or her specific job function or area of expertise. The deliverables will not include remedial training for computer skills or any computer-based training.

#### Training Materials

AssetWorks will provide its standard training materials. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.

The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and work flows included in the training will be those finalized by the IF team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon work flow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version for the IF Project Manager. IF will produce and provide copies (across all roles) of the final training materials for use during the training sessions. IF will be authorized to reproduce and use any training materials for ongoing training within IF.

#### IF Training

AssetWorks will provide up to 32 hours of on-site administrator and train-the-trainer training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan) for up to 20 users (assuming IF's training facility has a sufficient number of workstations for these training sessions). The topics and work flows included in the training will be those finalized by the IF team during the system setup and follow-up tasks. However, IF should remain especially sensitive to necessary last-minute procedural changes or clarifications based on end user feedback.

#### Technician Training:

In this course, participants will learn how to use the Technician portal as a maintenance tool to manage tasks they perform on a day-to-basis. In hands-on exercises, participants will practice accessing the system, clocking in and out, viewing work status and assignments, managing individual time reporting, posting time to work order tasks, changing/adding tasks to work orders, requesting parts and completing PM checklists. Topics to be covered will include:

- Technician Portal overview
- Clocking In/Out
- View work status and assignments
- Create new work orders
- Work order main page
- Job on and off task
- Modifying tasks
- Add notes to tasks
- Finding existing work orders
- Posting indirect time
- Viewing daily timesheet
- Assigning service requests
- Viewing work order history
- Creating part requests
- Component Warranty

- Understanding the AssetViewer
- Completing PM checklists
- Work order postings
- Put work order in Work Finished status
- Executing reports

### *Supervisor Training:*

In this course, participants will learn how to use the FASuite portals (Supervisor, Screens, and Reporting) to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating PM schedules and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations. Topics to be covered will include:

- Supervisor Portal overview
- Employee management
- Work order management
- Filtering in the Supervisor Portal
- Work order assignment
- Viewing existing work orders
- Creating PM and repair work orders
- Work order main page
- Work order action buttons
- Assigning work to a technician
- Shop Calendar
- Assigning service requests
- Reviewing work order history
- Creating part requests/issues
- Understanding the AssetViewer
- Work order postings (after the fact)
- Posting labor adjustments
- Review and close work orders
- Executing reports
- Web screen navigation

### *Inventory Management Training*

This training is for any individuals who manage parts transactions and inventory management. Topics to be covered will include:

- Enterprise Portal
  - System Operation & Navigation
  - Using the Filter to Search for Data
  - Part Primary
  - Part Location
  - Vendor/Part Information
- Enterprise Purchasing Workflow
- Enterprise Purchasing codes
- Storekeeper Portal
  - Overview

- Part request management
- Part request detail
- Set Notify flag
- Issue parts
- Ordering from part requests
- Purchase order management
- Updating purchase orders
- Creating purchase orders
- Line item overview
- Receiving parts
- Deleting lines on a purchase order
- Returning parts to a vendor
- Creating a new part
- Editing an existing part
- Direct Issues
- Enterprise Portal
  - Stock replenishment
  - Part transfers
  - Parts adjustments
  - Inventory counts
- Executing reports

IF will identify at least one "key user" on each shift to closely support the cutover, particularly after the training concludes. This individual will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these "key users" be those that attended the core team training sessions described above.

### **WBS A.8.0 Production Roll-out**

When IF commences live operations using FleetFocus, AssetWorks staff will provide up to 40 hours of on-site and remote "go live" assistance and refresher training for the IF operation. This step is critical to success.

During the post-implementation period, AssetWorks will provide support during normal working hours. When possible and agreed, AssetWorks will provide support to multiple shifts on a given day (e.g., by covering the last four hours of one shift and the first four hours of a second shift).

AssetWorks will remain closely involved during this very sensitive period. AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional on-site and off-site support is available to IF under a separate Statement of Work.



### **WBS A.9.0 Post-Implementation Implementation Services**

Approximately 90 days after production cut over to the new application, AssetWorks will review IF's use of the system and make recommendations based on these observations. The purpose of this review is to ensure IF is using the system as designed and deployed per the system setup. To the extent business needs changed during this time period, AssetWorks will verify the new processes are the best solution to the new requirements. Also, AssetWorks will highlight any habits that formed by end users that could cause issues in the future with data integrity and analysis. Some of this time could be used for refresher or "spot" training.

### **Preliminary Schedule**

AssetWorks will work with IF upon contract execution to finalize a project plan/schedule for the tasks described in the SOW. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. The final plan will be prepared following review during the project kick-off activities.

AssetWorks resources are scheduled after contract award.

### Assumptions

The following general assumptions apply to this proposal:

#### General

- Professional services will be provided on a time and materials basis. The actual hours delivered may be less than or greater than the estimated hours. All professional services delivered will be invoiced at the beginning of each month following their delivery or upon previously agreed upon milestones.
- On-site services include up to 3 weeks or 3 trips.
- Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.
- Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.
- This Statement of Work does not include any costs associated with third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.
- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, MCMS, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.

#### Project Delays

- When Professional Service days are contracted they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks' commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

#### Customer Resources

- IF will provide the resources described in this Statement of Work to insure a successful implementation of the products.
- IF will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.

- All key IF project team resources will be committed to the project as of the project start date.
- IF commits to training appropriate functional and technical resources as required.
- IF is responsible for all manual data entry.
- IF will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of IF resources, additional cost will be invoiced.
- AssetWorks will provide on-site training to IF (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule.
- IF will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. IF will be responsible for customizing training materials to meet its implementation requirements.
- IF will make appropriate technical resources available to AssetWorks' consultants.
- In the event that IF schedules on-site services and due to circumstances within IF's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
- AssetWorks will need assistance from IF to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

### Infrastructure

- IF will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined IF/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
- AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
- IF will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- If IF hosts the application, IF will be responsible for establishing access to the FleetFocus™ Application, and DBMS servers, providing all supporting software, hardware, and connectivity for the application server.
- The Web server must use Microsoft IIS.
- Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of IF if IF is hosting the application.
- IF will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation if IF is hosting the application.
- IF is responsible for providing browser access to the FleetFocus™ application.

- IF is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
- System, server, and workstation backups are the responsibility of IF. This includes the development and execution of the system backups and recovery programs if IF is hosting the application.
- IF is permitted to implement a disaster-recovery environment, however unless specifically included in this proposed Statement of Work, AssetWorks is not responsible for the installation, configuration or support of this environment if IF is hosting the application.
- IF will receive all standard, out-of-the-box reports at no extra cost; however IF is responsible for providing the recommended Business Objects licenses to support the proposed Report Server infrastructure. A single test and production reporting environment will be implemented.
- IF will implement a single production FleetFocus™ database. A test database instance will also be implemented.
- IF will implement this solution such that all assets will be in a single production FleetFocus™ database.
- IF personnel assume the responsibility for applying software patches if IF is hosting the application.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.
- If IF elects to have AssetWorks host the application or licenses the FleetFocus™ On-Demand SaaS service, the Software Installation phase and NHDO technical support described in this proposed Statement of Work are no longer required. A separate start-up fee will be invoiced following the contract execution for the installation of IF's AssetWorks hosted site.

### **Project Management and Risk Factors**

- IF and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- IF project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by IF related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any IF tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
- This Statement of Work does not include the expenses associated with IF or IF resources assigned to the project.
- IF remains responsible for all integration effort not described in this Statement of Work
- The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
- Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and IF will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.

- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work is an **ESTIMATE** based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification and Quote for all services before proceeding with any development.
- This Statement of Work includes services to determine IF's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

### Travel

- AssetWorks will bill IF for all actual travel expenses directly attributed to on-site services delivered during the project in accordance with IF published travel reimbursement policies and any statutes governing the reimbursement of business travel expenses.
- Unless otherwise noted, actual travel expenses will be billed on a monthly basis following the delivery of any on-site services.
- Travel expenses are expected to be reimbursed as invoiced and are not subject to any project hold-back or payment deferrals.
- AssetWorks staff members that are scheduled on-site for consecutive weeks will have the option of returning home at the conclusion of the scheduled work week or, with approval from IF, stay thru until the start of the following work week. Expenses incurred during the intervening period will be reimbursed up to the cost of the travel expenses that would be incurred returning home between the work weeks.
- AssetWorks will bill IF for all expenses for travel on-site to provide planned services for which IF is not prepared to support (e.g. Meeting canceled due to weather; schedule participants are unavailable, scheduled facility is unavailable, etc.)
- All travel costs provided in this Statement of Work are estimates and subject to revision based on actual airline, hotel, rental car and local market conditions.

### Training Facilities

AssetWorks will provide on-site training in a classroom environment suitable for training. IF will be responsible for providing and preparing the training facility. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to insure training sessions do not run over. The training facility should include hardware comparable to that found in the actual work place.

### Logistical and Scheduling Support

AssetWorks will need assistance from IF to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

### Procedures for Handling Change Orders

Any change to the proposed statement of work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements.

For instance, any software modification, interface or conversion plan will be included in a functional specification developed by AssetWorks. AssetWorks will work with IF to understand the specific requirements and will create a detailed functional specification. Each specification will be reviewed with IF Project Team with the final action item being IF sign-off so that the changes can proceed to a development stage. Once development has been completed, any software changes will pass through a detailed quality assurance phase. Once delivered to IF,

## Statement of Work

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AssetWorks will review the changes that will conform to IF approved specifications. Upon testing and review, AssetWorks will secure IF sign-off on the final software changes.

### **Sole Source Provider**

AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, G2K, MCMS, M4 and FleetFocus™.

AssetWorks is solely authorized or certified to provide this service.

### **Confidentiality**

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks, LLC. In consideration of the receipt of this document, IF agrees to not reproduce or disclose this information except to IF employees directly involved on a "Need to Know" basis.



## **RESOLUTION NO. 2017- \_\_\_\_\_**

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ESTABLISHING A POLICY FOR THE NAMING OF CITY FACILITIES, PARKS, AND LOCATIONS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the naming or renaming of City facilities, parks, and locations is sometimes complex and sometimes emotionally evocative; and

WHEREAS, assigning a name is a powerful and permanent identity for a public place and/or facility and often requires significant resources in terms of changing names on signs, maps, and literature; and

WHEREAS, in addition, excessive changing of facility, park, or location names can be the source of confusion to the public; and

WHEREAS, the purpose of this Resolution is to establish a policy that provides guidance to those that have an interest in the naming and or renaming of the City's facilities, parks, or locations; and

WHEREAS, to set out a process for consideration and predictable, appropriate, and orderly naming of City facilities, parks, or locations that is fair and meets community needs and expectations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

### **I. PURPOSE**

The purpose of this Policy is to provide guidance to those that have an interest in the naming and or renaming of a City facility, park, or location and to set out an orderly process for consideration and potential adoption of a City facility name. Nothing in this Policy shall alter the naming of City subdivisions, streets, or other features within plats.

### **II. DEFINITIONS**

The following definitions apply to this Policy:

**Donations.** A donation of property, goods, services, or funds generally with no expectation of return.

**Facilities.** Major or important physical structures owned or permanently controlled by the City, such as community centers, aquatic facilities, pavilions, zoos, tennis courts, bridges, kiosks, gardens, displays, trees, landscaping, water walls, retention ponds, monuments, sculptures, fountains, and the like.

**Location.** Any real property owned or permanently controlled by the City, including but not limited to parks, sports fields, pathways, undeveloped City properties, fields, walkways, open spaces, streams, bodies of water, and the like.

**Naming.** The permanent name given to a facility, City park, or location assigned by the Council through a Resolution.

**Parks.** All traditionally designed parks, gardens, natural open spaces, and specialized parks under the stewardship of the City Parks and Recreation Department or the City.

**Parks and Recreation Commission.** Commission established by the City to review, advise, recommend, and promote activities within the Parks and Recreation Department, including recreational facility, park, and location naming.

**Note:** For purposes of this Policy, facilities, parks, and locations are not mutually exclusive and may be combined for consideration.

### **III. POLICY**

It is City policy to reserve the naming or renaming of City facilities or locations for circumstances that best serve the interests of the City and those that ensure a worthy and enduring legacy.

#### **A. Category**

The City supports the consideration by City staff and elected officials of naming requests within the following categories:

##### **1. Historic Events, People/Group, and Places**

- a. The history of a major event, people/group, or place may play an important role in the naming or renaming of a City facility or location because communities often wish to preserve and honor the history of a neighborhood, the City, its founders, other historical figures, its heritage, local landmarks, prominent geographical locations, and natural and geological features.
- b. When a City facility is associated with or located near events, people/group, and places of historic, cultural, or social significance, consideration will be given to naming that facility after such events, people/group, or place. In considering proposals, the relationship of the event, people/group or place to the City facility must be supported and demonstrated through research and documentation.

##### **2. Outstanding Individuals**

- a. The City has benefited from the contributions (in various forms) made by outstanding individuals. This category is designed to acknowledge a sustained and

notable contribution to the community that has been made by such outstanding individuals.

- b. Naming or renaming a facility, park, or location for an outstanding individual is encouraged only for those who have been deceased for at least three (3) years prior to first consideration. The individual's significance and good reputation must be widely recognized within the City, county, state, or nation's history.
- c. When considering the naming or renaming of a City facility, park, or location after a deceased individual, priority will be given to those who made a sustained and lasting contribution to the City of Idaho Falls, Bonneville County, or the east Idaho region; or the State of Idaho; or the nation.

### 3. Major Donations

- a. The City benefits from the generosity of its residents, businesses, and foundations. On occasion, the significance of donation may warrant consideration of requests from either the donor or another party to acknowledge such a gift by the naming of a City facility, park, or location in an appropriate manner.
- b. From time to time, a significant donation may be made to the City that will add considerable value to the City, the City park and recreation system, or to another valuable facility, park, location, program, or endeavor. On such occasions, recognition of a donation by naming a new City facility, park, or location in honor of or at the request of the donor will be considered.
- c. As a guideline, the threshold for considering the naming of a park, recreational facility, or other City facility will include, but not be limited to the fact that land for the majority of a park was deeded by the donor; or the contribution by the donor of compromises a minimum of sixty percent (60%) of the capital construction costs associated with developing the facility, park, or location; or there is a solid commitment for a minimum twenty (20) year endowment by the donor for the continued maintenance and/or programming of the park or recreational facility, park, or other City facility or location.
- d. Donors who seek to name a facility after a particular individual are encouraged to follow the principles that apply to naming a City facility for an outstanding individual. See III.A.2 of this Policy. Possible exceptions to this will be considered on their own merits. The City reserves the right to rename any park or recreational or other City facility or location, if the person for whom it is named is or becomes disreputable. Corporate logos, insignias, brands, or direct advertising text shall not be used in City facility, park, or location naming text unless specifically authorized by the Council and under such terms as the Council unilaterally determines.

## **IV. PROCEDURE**

### **A. General Principles**

In considering proposals for the naming or renaming of a City facility, park, or location the following will be taken into account prior to consideration by Council.

1. When naming a new recreational facility, park, or location, the proposed name must accomplish one (1) or more of the following:
  - a. Engender a strong positive image.
  - b. Be appropriate having regard to the facility's location.
  - c. Have historical, cultural, or social significance for future generations.
  - d. Commemorate places, people, or events that are of continued importance to the City, County, region, state, or nation.
  - e. Have symbolic value that transcends ordinary meaning or use or enhance the character and identity of the facility, park, or location.
  - f. Have broad public support.
  - g. Not result in the undue commercialization of the facility, park, or location, if it accompanies a corporate gift.

### **B. Renaming a City facility, park, or location**

Names that have become widely accepted by the community will not be changed or discontinued unless there are compelling reasons and strong public sentiment for doing so. Historical or commonly used place names will be preserved wherever possible.

### **C. Other Considerations**

To minimize confusion, no City facility, park, or location will be subdivided for the purpose of naming, unless there are readily identifiable physical divisions or distinct features (such as pathways, roads, or waterways, or physical features in or on structures) that help the public distinguish between facilities, parks, or locations. Naming of specific major recreational facilities within parks will be permitted; however, such names should be different from the park name to avoid confusion, unless otherwise specifically determined by Council.

All signs that indicate the name of a City facility or location shall comply with City's graphic and design standards and any applicable sections of the City Code. Specialized naming signage will not be permitted. All costs associated with purchasing and installation of the sign shall be the responsibility of the requestor.

## **V. APPLICATION CONTENTS**

All naming and renaming requests will be made first to the Mayor's office. Upon receipt by the Mayor's office, requests for the naming or renaming of a City facility, park, or location for which

the Parks and Recreation Department is or will be responsible shall be forwarded to the Director of Parks and Recreation for consideration by the City Parks and Recreation Commission.

Naming and renaming requests should contain the following minimum information (no more than five (5) pages, typed):

1. The proposed name.
2. Specific reasons for the proposed name and how it adheres to at least one (1) of the three (3) categories (Historic Events, People/Group, and Places; Outstanding Individuals; and Major Donations).
3. Written documentation indicating broad-based community support for the proposed name (e.g. petition, newspaper articles).
4. Description/map showing location and boundaries of the City park or facility or location to be named.
5. If proposing to name a City facility or part of a facility within a park, include a description/map showing the location of the facility or part of a facility.
6. If proposing to rename a City facility or part thereof, include justification for changing an established name.
7. If proposing to name a City facility, park, or location or part thereof after an outstanding person, include documentation of that person's significance and good reputation, as recognized by the City, county, state, or nation.
8. Identify the source amount of funding available to offset costs of a renaming if applicable. This could include signage or tangible media reprinting costs.

## **VI. PROCESSING THE APPLICATION**

Upon receipt of a naming request by the Mayor (or, subsequently, the Director if the City Parks and Recreation Department), the relevant neighborhood association(s) should be advised and invited to share their comments on the proposal.

Local neighborhood associations, where known, will be notified of naming or renaming proposals. Each proposal will then be considered by the Parks and Recreation Commission (if the City facility, park, or location is within their care) or it will be considered by the City Department most likely to be charged with maintenances or control of the facility, park, or location.

Upon referral, the Parks and Recreation Commission (or City Department Director) shall review the proposed request for its adherence to the purposes and policies of this Resolution; ensure that supporting information has been authenticated, particularly when an individual's name is proposed; and take into consideration the comments of the relevant neighborhood association(s).

The Parks and Recreation Commission, as needed, may convene a public meeting to gain additional information, prior to making a decision to refer the matter (with a recommendation) to the Council for a final decision.

## **VII. APPROVAL**

The Council shall approve any naming or renaming of a City facility, park, or location (or part thereof) in a duly noticed public meeting. There shall be no appeal from a final decision of the Council regarding a request for naming or renaming.

THIS RESOLUTION shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF IDAHO FALLS, IDAHO

\_\_\_\_\_  
Rebecca L. Noah Casper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Hampton, City Clerk