



NOTICE OF PUBLIC MEETING

Monday, October 19, 2020

City Council Chambers

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, as recommended by the Centers for Disease Control and Prevention (CDC), the public is encouraged to view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. Citizens are required to wear face masks for the protection of others. The agenda does not include an opportunity for public interaction.

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.

CITY COUNCIL WORK SESSION

Times listed in parentheses are only estimates.

Call to Order and Roll Call

Mayor:

- Acceptance and/or Receipt of Minutes
Action Desired: To receive recommendations from the Planning and Zoning Commission
- Calendars, Announcements and Reports (10)
- Coronavirus (COVID-19) Update as Needed

Council:

- Liaison Reports and Council Concerns (10)

Fire Department, Police Department:

- Memorandum of Understanding with Creekside Counseling Discussion (15)

Multi-Departmental:

- Interfund Loan Opportunities and Policy Discussion (45)
- Contracts/Change Orders/Purchases Discussion (30)

Agency Report:

- Targhee Regional Public Transportation Authority (TRPTA) Update and Discussion (45)

Executive Session:

- The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

Announcements and Adjournment

DATED this 16th day of October, 2020

A handwritten signature in blue ink that reads "Kathy Hampton".

Kathy Hampton
City Clerk



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brad Cramer, Community Development Services Director

DATE: October 7, 2020

RE: October 6, 2020, Planning Commission Action

Planning Commission took the following action during the October 6, 2020 meeting.

1. **ANNX20-015: ANNEXATION/INITIAL ZONING. Annexation & Initial Zoning of RMH, Residential Mobile Home, Approximately 40.41 acres, SE1/4 Section 9, Township 2 North, Range 38 East.** West of Pinewood Mobile Home Park. North of Lincoln Rd., East of Woodruff Ave., South of Yellowstone Hwy, and West of N 25th E. On October 6, 2020 the Planning and Zoning Commission recommended to the Mayor and City Council approval of the annexation and initial zoning of RMH as presented.
2. **RZON20-014: REZONE. Rezone from I&M, Industrial and Manufacturing to HC, Highway Commercial for 9.45 acres, Section 25, Township 2 North, Range 37 East.** Old Sky Vu Theater, North of W Sunnyside Rd., East of the Snake River, South of Pancheri Dr., West of S Yellowstone Ave. On October 6, 2020 the Planning and Zoning Commission recommended to the Mayor and City Council approval of the rezone from I&M to HC as presented.
3. **RZON20-016: REZONE. Rezone from R1, Single Dwelling Residential to R3, Multiple Dwelling Residential, Approximately .4776 Acres SE1/4 SW1/4 SW1/4, Section 13, Township 2 North, Range 37 East.** Vacant land near the intersection of Dodson Dr and Saturn Ave. North of Broadway, East Skyline, South of Cassiopeia, and west of Saturn. On October 6, 2020, the Planning and Zoning recommended approval to the Mayor and City Council of the zone change as presented.
4. **RZON20-015: REZONE. Rezone from R1, Single Dwelling Residential to TN, Traditional Neighborhood, Approximately 3 Acres N1/2 SW1/4 SW1/4, Section 13, Township 2 North, Range 37 East.** Large Vacant Lot on Cassiopeia St., North of Broadway, East of Skyline Dr. , South of Cassiopeia, and West of Saturn Ave. On October 6, 2020, the Planning and Zoning recommended approval to the Mayor and City Council of the zone change as presented.

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



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: October 13, 2020

RE: Proclamations for July-October 2020

Please find attached copies of official proclamations prepared and released by the Mayor's Office.

- Evalyn McGaha Day September 10, 2020
- Constitution Week September 17-23, 2020 and Constitution Day and Citizenship Day September 17, 2020
- Nuclear Science Week October 18-24, 2020



PROCLAMATION

WHEREAS, on August 26, 1920, women secured the right to vote with the passage and ratification of the 19th amendment; and

WHEREAS, the ratification of the 19th amendment to the United States Constitution stood as an example to the world; and

WHEREAS, this year The United States of America celebrated the 100th anniversary of the 19th amendment; and

WHEREAS, the First Lady of The United States of America asked children from all 50 states and the District of Columbia to showcase individuals, symbols, or events that represent this significant moment in history; and

WHEREAS, as part of the initiative *Building the Movement: America's Youth Celebrate 100 Years of Women's Suffrage*, the First Lady unveiled the artwork gallery, encompassing the creative and inspiring thoughts from 3rd thru 12th graders depicting the fight for women's constitutional rights; and

WHEREAS, many students submitted artwork commemorating the courageous actions of women suffragettes, including one of our own Idaho Falls residents, 11-year old Evalyn McGaha, who participated by submitting *Our Voices Matter*; and

WHEREAS, Ms. McGaha's artwork was chosen to represent the State of Idaho in the exhibit; and

WHEREAS, the City of Idaho Falls wishes to express its pride and admiration for Ms. McGaha's notable achievement.

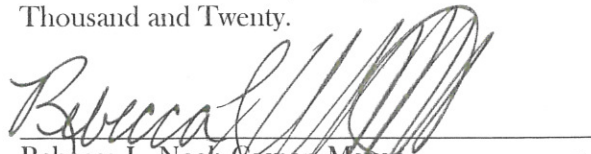
THEREFORE, I, REBECCA L. NOAH CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim September 10th, 2020 as

Evalyn McGaha Day

in Idaho Falls for her prizewinning artwork entry selection and welcome all citizens to join in recognizing her national honor as well as the artwork itself which expresses the might and power of a woman's vote.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 9th day of September, Two Thousand and Twenty.


Rebecca L. Noah Casper, Mayor
City of Idaho Falls



PROCLAMATION

WHEREAS, 17 September 2020 marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the United States Congress has designated September 17th as "Constitution Day and Citizenship Day" and urges states, counties, cities, and towns to make plans for the proper observance of the day; and

WHEREAS, for 233 years the U.S. Constitution has strengthened our union and allowed this nation to survive trying times, promote justice, and empower each citizen with a host of rights and privileges; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document, to commemorate its anniversary and to gratefully acknowledge the celebrations which will mark the occasion; and

WHEREAS, Public Law 915 guarantees the President of the United States will issue a proclamation designating September 17 through 23 as Constitution Week.

THEREFORE, I, REBECCA L. NOAH CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim the week of September 17-23, 2020 as:

Constitution Week

and September 17th as

Constitution Day and Citizenship Day

in Idaho Falls and encourage our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties remembering that lost rights may never be regained.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 25th day of August, two thousand and twenty.

Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor
City of Idaho Falls



PROCLAMATION

- WHEREAS,** National Nuclear Science Week recognizes the contributions of the nuclear science community in the United States; and
- WHEREAS,** the City of Idaho Falls is proud to support Idaho National Laboratory (INL), which for more than seven decades has produced clean energy technologies vital to our nation; and
- WHEREAS,** INL, as designated by Congress, is the Nation's nuclear research, development, and deployment laboratory; and
- WHEREAS,** research conducted at 52 test reactors on the INL Site played an important role in development of a commercial nuclear energy industry that today produces 19% of America's electricity and more than 50% of our carbon-free electricity; and
- WHEREAS,** so many of Idaho Falls' citizens have worked at INL, either on the desert site or in Idaho Falls, playing a crucial role as a vital economic driver for Idaho Falls, eastern Idaho, and our state; and
- WHEREAS,** INL, through the National Reactor Innovation Center (NRIC) and Gateway for Accelerated Innovation in Nuclear (GAIN) initiative, is working with industry to produce and support the advanced nuclear energy technologies needed to power future prosperity while reducing carbon emissions; and
- WHEREAS,** INL's work with our public schools and colleges and universities is providing students and educators vital access to STEM education resources.

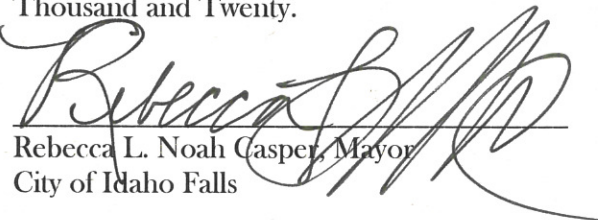
THEREFORE, I, REBECCA L. NOAH CASPER, MAYOR of the City of Idaho Falls, do hereby proclaim Oct. 18-24 as

Nuclear Science Week

in Idaho Falls and call upon our citizens to recognize the importance of nuclear energy to our national security, economy, and environment.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Idaho Falls to be affixed on this 8th day of October, Two Thousand and Twenty.


Rebecca L. Noah Casper, Mayor
City of Idaho Falls

Idaho Falls Downtown Development Corp. September 1, 2020 board meeting was held at The DEC (480 Park Ave) at 8:30am

Attendance: Shanon Taylor, Brandi Newton, Steve Fischbach, Greg Crockett, Jake Durtschi, Kevin Cutler, Tasha Taylor, Kevin Josephson, Cindy Napier, Brent McLane and Lisa Farris

Staff: Catherine Smith, Juan Hernandez, Mala Lyon

Visitors: Brent Summers

Minutes for August 4, 2020 were reviewed – Brandi motioned they be approved; Greg seconded, and board approved.

Financial report – Brandi said we are doing good at controlling our expenses and we have moved the parking out as a sperate item so we can see expenses and income clearly. Brandi made a motion to approve the financials and Greg seconded – board approved.

Catherine – has completed the PPP loan process to have the loan forgiven. It needs to be submitted Sept 30th. We are set up with 'Lexis Nexss' to submit license plate numbers and get names and addresses. Each one will cost us \$1.00. We currently have 2,500 outstanding citations equaling \$27,000 of uncollected fines. We will start with last October and work our way forward until we are caught up. We will send a postcard first, then a letter, turn it over to a collection agency. Jake asked if they can still contest a ticket when they receive the notice. Yes, we will review them, but they will have to contact us directly, because once the 21 days has passed, they cannot do it thru the portal. We will resolve contested ticket in the office and only bring the ones we cannot resolve to the parking committee. Greg emphasized that we will be scrutinized by Lexis Nexis and only receive the name and address. Who does the city use for collection? Catherine said she did not know but will find out. We are not looking at thousands of dollars, but there are quite a few that are \$200 plus. The parking committee will need to establish a policy of how long we carry it on the books before it is turned over to a collection agency. We are still working with the city attorney about when we can do on-street towing.

We have a call-to-artists out for the INL mural. INL gave us \$5,000 (\$3,500 to the artist and \$1,500 for their supplies) to have a mural painted on Marilyn Manguba's building in the alley across from the hands mural. We extended the deadline to Sept 14th as we did not get any submissions. If we do not get submissions, we will commission an artist to do the mural and it might not get painted until next summer. The mural is to capture the INL vision for the future and we think artists might be intimidated by that request as they are not "graphic" artists. We hope to put some murals also in the alley between SnakeBite and Ford's to make that section an exciting exhibit of murals. Catherine is writing more grant applications for murals. Bank of Idaho has requested a native history mural and we will work with the Museum of Idaho and Native Americans to accomplish that.

Lisa – We have \$73,000 from 2017 to 2020 available. \$15,000 is going to Pie Hole and Spruce Home and Gift as their façade ended up being more expensive. We have started working on a grant to improve the lighting in the parking lots. Looking at \$20,000 for that improvement. 2020 funds have been approved, so we have plenty of funds available.

Brent – this has been the busiest year for new construction and remodeling. The costs of supplies are high, you cannot even get pressure treated wood right now. We have a big need for apartment

complexes and duplexes. Jake said rent has gone up 30% in the past year, so housing is hard to find and afford – supply and demand. Brent announced that they are going to change the zoning on the historic core buildings so that they can put residential on the main floor of buildings with a 30-foot retail space in the store front. These old historic buildings do not have elevators and so to have an ADA compliant apartment it must be on the main floor. Under the old rules the Roger's building could not have put upstairs apartments in without an elevator. It is going to the Planning Commission this month.

Reminder that the parking Committee meeting will be held Sept 10th at noon at the DEC.

Meeting was adjourned at 9:00am.

Our next board meeting will be held Oct 6, 2020 at 8:30am.

Respectfully submitted by Jill Hansen, Secretary and Mala Lyon

Idaho Falls Sister City Youth Approved Meeting-Minutes

This meeting was conducted using the platform Zoom

September 14, 2020

Nicholas Cebull	Kylie Eaton	Katie Eaton	David Eaton
Abby Gallegos	Sam Hawker	Lori Kidwell	McKenzie McIsaac
Ed McIsaac	Charlie Medema	Max Medema	Heather Medema
Mike Medema	Nathan Peck	Kendra Peck	Rebecca Smith
Anna St Michel	Whitney St. Michel	Curtis St. Michel	Carter Thompson
Jennifer Thompson			

Approval of minutes

A motion by Whitney St. Michell was made to approve the September 2, 2020 meeting minutes. It was seconded by Rebecca Smith. Passed.

Reminder

The next Zoom meeting will be **October 7, 2020 at 7:00**. Please put this on your calendar. A reminder email notice will be sent out before the meeting. Upcoming meetings: October: 7th and 19th, November: 4th and 16th and December meetings: 2nd and 14th.

David Eaton called the Idaho Falls Public Library and asked if they were allowing meetings to occur. The library is not allowing meetings to occur. When the number of covid cases decreases David will call the library again.

Treasurer's report

Lori Kidwell reported the checking account balance is \$15,718.24.

Friendship Garden

David Eaton talked with Jim and Judy Seydel about scheduling a date to rake leaves at the Friendship Garden. Nothing has been scheduled yet because the leaves haven't fallen off the trees yet. David will call Judy before the October 7th meeting and let us know if there will be a clean-up scheduled.

Fundraiser

Yard Sale/Virtual Auction

The virtual yard sale made a little bit of money. We'll know how much money by the next meeting. If you have items left that were displayed on the virtual yard sale you may now take those items and donate them.

Town and Country Poinsetta Fundraiser

Heather Medema stated that Town and Country has a fundraiser for groups. Town and Country will give coupons to sell Poinsettias. We would get a form to fill out customers requests. Heather will let Town and Country know the number of coupons our group needs. Customers will be able to pick up the Poinsettias November 11th.

Heather will email each member the Town and Country forms. If you are interested in purchasing poinsettias please reply to Heather's email so that she can get an accurate count of the number of coupons to request from Town and Country.

Recruiting Members for IFSCY

If you know of any student who is interested in the Idaho Falls Sister City Youth program please invite them to the Zoom meetings. You may forward the link to the meetings to any student who is interested.

City Councils' Discussion on the Sister Cities Idaho Falls and Tokai-Mura

David Eaton stated that there is no news from the city.

Student Activity

Maggie Boring will present at the October 7th meeting because she was not able to make this meeting.

Izzy Kelley signed up for the student activity for the second meeting of October.

Motion to Adjourn

Rebecca Smith motioned to adjourn the meeting. It was seconded by Sam Hawker.

Current Checking Balance as of 09/12/2020---\$15,718.24

August 31, 2020 Statement

Basic Checking	\$15,718.24	previous months balance \$15,718.24
Money Market	\$3289.79	previous months balance \$3289.09 (+\$0.70)
Reg Share Savings	\$25.05	previous months balance \$25.05

No August Deposits

Date

No August Deductions

<u>Date</u>	<u>Check#</u>
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Current Checking Balance as of 09/12/2020---\$15,718.24

Fire and Police Departments - MOU with Creekside Counseling

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO CREEKSIDE
COUNSELING, LLC, AND THE IDAHO FALLS FIRE DEPARTMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO CREEKSIDE COUNSELING, LLC, AND THE IDAHO FALLS FIRE DEPARTMENT (hereinafter “Agreement”), is made and entered into this _____ day of _____, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and Creekside Counseling, LLC, 550 W. Sunnyside Road, Idaho Falls, ID 83404 (hereinafter “CREEKSIDE”).

W I T N E S S E T H:

WHEREAS, the work that first responders perform is difficult; and

WHEREAS, CITY wishes to provide to its first responder employees certain mental health counseling services; and

WHEREAS, CREEKSIDE has agreed to provide certain mental health counseling services to CITY’s employees.

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

SECTION I: SCOPE OF WORK

CREEKSIDE shall provide the following services to CITY:

1. Critical Incident Debriefings - CREEKSIDE shall provide to CITY Critical Incidence Debriefings on an ‘as needed’ basis, as determined by CITY, and will be facilitated free of charge.
 - a. A “Critical Incident Debriefing” shall be a structured, small-group, crisis intervention process conducted by a mental health practitioner who has received training on conducting Critical Incident Debriefings from an accredited institution or a nationally recognized origination that customarily certifies mental health practitioners. Critical Incident Debriefings shall be provided as soon as possible after the Critical Incident has occurred.
 - b. For the purposes of this Agreement a “Critical Incident” shall be an event in which a first responder, while engaged in the line of duty, sustains, witnesses, or is in close proximity to a sudden death, severe physical injury, or an emergency that poses a high likelihood of severe physical injury or death to any person. For the purposes of this Agreement, “first responder” shall mean CITY’s employees employed by CITY’s Fire or Police Departments.

2. Staff Presentations - CREEKSIDE shall also provide to CITY staff presentations. Upon CITY's request for a staff presentation, CITY and CREEKSIDE shall mutually agree on a scheduled date. CREEKSIDE shall accommodate, at CITY's direction, staff presentations in order to reach all first responder shifts. The parties anticipate that most staff presentations may need to be presented up to three (3) times a day, in order to reach all of CITY's first responders. Staff presentation shall be approximately two (2) hours in length. Topics for presentations shall include:
 - a. Self care
 - b. Stress management
 - c. Recognizing signs and symptoms of distress
 - d. Conflict resolution
 - e. Giving and receiving feedback
 - f. Personal and professional resilience
 - g. Healthy coping mechanisms
 - h. Effective communication
 - i. Emotional regulation
 - j. Depression, anxiety, addiction, and PTI
 - k. Healthy relationships
 - l. Professional burnout
 - m. Positive cultural changes
3. Voluntary Wellness Interviews - CREEKSIDE shall conduct and offer, at the direction of CITY, annual or semi-annual wellness interviews to CITY's first responders. Wellness interviews shall provide CITY's first responders the opportunity to engage in a conversation about their individual mental health with trained providers. CREEKSIDE shall not take notes during or after the wellness interviews, nor shall CREEKSIDE assign or develop any diagnosis from any wellness interviews. The parties understand and agree that the wellness interviews provided to CITY's first responders, pursuant to this Agreement, are subject to the licensed counselor-client privilege as described in Idaho Rule of Evidence 517.
4. Mandatory Counseling – CREEKSIDE shall conduct and offer, at the sole direction and discretion of CITY, up to three (3) mental health counseling sessions when a first responder is required by CITY to receive mental health counseling. The parties understand and agree that any mental health counseling provided to CITY's first responders, pursuant to this Agreement, are subject to the licensed counselor-client privilege as described in Idaho Rule of Evidence 517.
5. Mandatory Individual Training – CREEKSIDE shall conduct and offer, at the sole direction and discretion of CITY, annual training to individual employees as referred by CITY. This training shall provide employees the opportunity to engage with trained providers on a one-on-one basis. Training topics may include self care, stress management, recognizing signs and symptoms of distress, conflict resolution, giving and

receiving feedback, personal and professional resilience, healthy coping mechanisms, effective communication, emotional regulation, depression, anxiety, addiction, PTI, relationships, and burnout. These Mandatory Individual Training sessions will occur throughout the year and last approximately one (1) hour per employee. Mandatory Individual Training sessions shall take place by appointment during CREEKSIDE'S regular business hours once per year. Beginning in the second year and thereafter, Creekside shall bill the CITY at their usual rate if an employee fails to attend their assigned appointment without providing at least 48 hours notice. CREEKSIDE shall not take notes during or after the training, nor shall CREEKSIDE assign or develop any diagnosis from any Mandatory Individual Training. The parties understand and agree that the individual training sessions provided to CITY's first responders, pursuant to this Agreement, are subject to the licensed counselor-client privilege as described in Idaho Rule of Evidence 517.

SECTION II:

A. Independent Contractor.

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

B. Compensation to CREEKSIDE.

1. Critical Incident Debriefings – as an inducement and consideration for CITY to enter into this Agreement, CREEKSIDE shall receive no compensation from CITY for any Critical Incident Debriefing provided to CITY or CITY's first responders.
2. Staff Presentations – CITY shall pay to CREEKSIDE one hundred fifty dollars (\$150) per each two (2) hour presentation.
3. Voluntary Wellness Interviews – CREEKSIDE shall bill these interviews to CITY at the rate of eighty-five dollars (\$85) per hour.
4. Mandatory Counseling - CITY shall pay for up to three (3) mental health counseling sessions per individual, per event, when
 - a. an individual is referred by the IFPD or IFFD to CREEKSIDE or
 - b. first responder is required to receive counseling in the scope and course of their employment with CITY, as solely determined by CITY.

Mandatory Counseling shall be billed to CITY at CREEKSIDE's usual rate and insurance companies will be billed when appropriate. Current costs for counseling are first visits at one hundred thirty-five dollars (\$135) and additional visits at one hundred ten dollars

(\$110).

5. Mandatory Individual Training – as an inducement and consideration for CITY to enter into this Agreement, CREEKSIDE shall receive no compensation from CITY for any Mandatory Individual Training provided to IFPD employees for the first year. Beginning in the second year and thereafter, CREEKSIDE shall bill these training sessions at the rate of eighty-five dollars (\$85) per hour.

Nothing in this Agreement shall be construed to prohibit CITY employees from receiving or paying for additional services from CREEKSIDE on a personal or individualized basis, provided that CITY shall not be responsible to pay for any services that are not explicitly listed in this Agreement to be paid by CITY. CITY shall not be billed for or be responsible for couple's or relationship counseling. First responders who seek couple's or relationship counseling from CREEKSIDE shall pay and be responsible for any couple's or relationship counseling.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CREEKSIDE upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CREEKSIDE. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to CREEKSIDE.

B. Extent of Agreement.

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

C. Termination of Project.

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

D. Indemnification.

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

E. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

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

G. Binding of Successors.

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

H. Modification and Assignability of Agreement.

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

I. Ownership and Publication of Materials.

CITY and CREEKSIDE agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by CREEKSIDE pursuant to this Agreement, except for reports or information that may be protected by the Health Insurance Portability and Accountability Act (HIPAA) or counselor-client privilege, and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CREEKSIDE from using materials for other trainings or projects with other entities.

J. Non-discrimination.

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

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

ATTEST:

“CITY”

City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

“CREEKSIDE”

By _____
Janet O. Allen

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

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

(Seal)

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Janet O. Allen, known or identified to me and whose name is subscribed to the within instrument and acknowledged to me that she is authorized to execute the same for and on behalf of Creekside Counseling.

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

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

(Seal)

Multi-Departmental - Contracts/ Change Orders/Purchases Resolution

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, GRANTING TO THE MAYOR AND THE MAYOR'S DESIGNEES LIMITED AUTHORITY TO EXECUTE CONTRACTS, LEASES, REAL PROPERTY PURCHASES, AND CHANGE ORDERS WITHIN CERTAIN LIMITS IN ORDER TO FURTHER CITY INTERESTS; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City authorizes and approves the City budget annually; and

WHEREAS, the City budget includes funding for various City projects; and

WHEREAS, project change orders may become necessary in order to deal with unanticipated circumstances and contingencies and to otherwise ensure the City projects continue to move forward on a timely basis; and

WHEREAS, timely execution of lease agreements may be necessary for City-owned or City-controlled properties with various individuals, corporations or other entities for the benefit the City; and

WHEREAS, timely acquisition of additional real property by the City may be required to complete various City projects or to further City interests; and

WHEREAS, timely execution of minor contracts may be required to provide services necessary to accomplish certain aspirations of the City; and

WHEREAS, authorizing the Mayor, or Mayor's Designee(s) to enter into such contracts, leases and change orders, where budgeted and related to City projects or initiatives, will promote efficiency and timeliness; and

WHEREAS, prior City Resolutions 2015-09; 2015-10; 2015-11; 2015-12; and 2017-23, addressed approval of minor contracts, lease agreements, real property purchases and change orders and it is expedient to supersede and merge these former Resolutions for simplicity and clarity.

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

1. Change Orders

- a. The City Council hereby grants to the Mayor and to the Mayor's Designee(s) authority to approve change orders not to exceed the following cumulative amounts:

- i. Budgeted City project of Two Hundred Thousand dollars (\$200,000) or less, twenty-five percent (25%) of the original project contract estimate; and
- ii. Budgeted City project of more than Two Hundred Thousand dollars (\$200,000), fifteen percent (15%) of the original project contract estimate.

2. Contracts, Leases, and Real Property Purchases

- a. The City Council hereby grants to the Mayor and to the Mayor's Designee(s) authority to negotiate and to execute budgeted:
 - i. Lease agreements for a term of less than one (1) year that do not exceed fifty thousand dollars (\$50,000); and
 - ii. Real property purchase agreements where the purchase amount does not exceed fifty thousand dollars (\$50,000); and
 - iii. Contracts that do not exceed seventy-five thousand dollars (\$75,000).
 - b. Prior to execution, all contracts, leases and real property purchases authorized pursuant to this Resolution must be approved by the Department Director responsible and reviewed by the City Attorney's Office,
3. Nothing in this Resolution shall alter, enhance, or diminish the powers and duties granted to the Board of Trustees of the Idaho Falls Public Library by Idaho Code.
4. This Resolution supersedes and replaces Resolutions 2015-09; 2015-10; 2015-11; 2015-12; and 2017-23.

This Resolution shall be in full force and effect from and after its passage by the Council.

ADOPTED and effective this _____ day of _____, 2020.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

Kathy Hampton, City Clerk

Agency Report - TRPTA



Targhee Regional Public Transportation Authority (TRPTA) Update

October 19, 2020
Michelle Ziel-Dingman

Restructuring Update



Bankruptcy Court date continues to be delayed.



Buyers of TRPTA's physical property have asked for an extension on the closing date; currently waiting on addendum but confident that the sale will transpire.



TRPTA will now "do business as" (DBA) Greater Idaho Falls Transit (GIFT). Waiting to finalize Secretary of State filing but Board has approved.



Idaho Transportation Dept. (ITD)

- Summer Hirschfield, Grants Officer of Public Transportation for ITD.
- Programmed The Transit Award Management System (TrAMS) dollars at approximately \$4M at Federal Transit Administration (FTA).
- Working with FTA / ITD to secure CARES Act dollars for GIFT.
- Writing grant for new bus benches and shelters.



Bonneville Metropolitan Planning Organization (BMPO)

- Participating as an ex-officio member of the GIFT Board of Directors.
- Updating the TIP (Transportation Improvement Program) at BMPO for Policy Board approval.
- Recommending bus bench and shelter stops along proposed routes.
- Providing data to help facilitate routes (routes are currently in draft form).



GIFT Board of Directors

- Transit Director job description and subsequent recruitment search (in conjunction with ITD).
- RFP for third-party transit operator (in conjunction with ITD).
- Updating marketing functions to gear up for re-launch; website, branding, social media, etc.



**Thank you for your support of
public transit in our
community!**