



**Administrative Committee
Regular Meeting**

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Tuesday

Council Chambers

3:00 PM

November 13, 2018

206 E. Third St.

Action Items

**1. Approval Of Administrative Committee September 24, 2018 Minutes
(ACTION ITEM) – Laurie M. Hopkins**

Documents:

[ADMIN MINUTES OF SEPT 24, 2018.PDF](#)

**2. Request Name Change Of East Gate Park To Triangle Park (ACTION
ITEM) - Dwight Curtis**

In August 2018, staff received a letter from 9 year old resident Ginny Saunders requesting the name of East Gate Park be changed to Triangle Park. The park is almost universally known as Triangle Park, so the change is both logical and will eliminate confusion. This request was reviewed by the Parks and Recreation Commission and recommended for approval.

PROPOSED ACTIONS: Recommend authorization to change the name of East Gate Park to Triangle Park, or provide staff further direction.

Documents:

[EAST GATE PARK NAME CHANGE.PDF](#)

**3. Software License Agreement For An Advanced Alert Distributed
Reporting System (AADRS) Pilot Project (ACTION ITEM) - James Fry**

The City of Moscow wishes to provide a community that is safe, secure and a pleasant place to live and visit. The Moscow Police Department utilizes a community-oriented policing philosophy to improve the quality of life through community partnerships and problem solving approaches. Taking into account recent incidents of violence in schools and communities across the nation, including the tragedies our own community has encountered along with the threats of violence to our schools, the Moscow Police Department wish to find ways to be proactive with crime prevention by use of technology. To achieve this the Moscow Police Department would like to launch a pilot Advanced Alert Distributed Reporting System (AADRS) by entering into an

agreement with Kestrel Technology Group who possesses the expertise and the technology to administer a neighborhood watch type of program through the use of technology.

PROPOSED ACTIONS: Recommend approval of the software license agreement for an advanced alert distributed reporting system pilot project between Kestrel Technology Group and the City of Moscow, or provide staff with further direction.

Documents:

[SOFTWARE LICENSE AADRS.PDF](#)

Reports

1. Colter's Creek Sidewalk Cafe Pilot Project Results - Laurie M. Hopkins

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Administrative Committee

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
September 24, 2018

3:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 3:00 PM

PRESENT: Gina Taruscio Chair, Art Bettge Councilmember, Anne Zabala Councilmember

OTHERS: Mayor Bill Lambert

STAFF: Jen Pfiffner, Alisa Anderson, Bill Belknap, Mia Vowels, Megan Vincello, Laurie M. Hopkins

1. Approval of Administrative Committee September 10, 2018 Minutes – Laurie M. Hopkins

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Gina Taruscio, Art Bettge, Anne Zabala

2. Public Hearing: Amended and Restated Legacy Crossing Urban Renewal District Redevelopment Plan (ACTION ITEM) - Bill Belknap

Within the City's adopted 2015 Strategic Plan the Council has identified the deteriorating public infrastructure within the Downtown as a Major Challenge Area. During following joint meetings between City Council and the Urban Renewal Agency Board, the expansion of the Legacy Crossing District Boundary to include Main Street was identified as a priority. Amending the boundary would allow the Agency to partner with the City in future downtown streetscape and public infrastructure improvements. On April 2, 2018 at which time the Council directed the Agency to prepare a plan amendment for the Council's consideration. The Agency has completed that work and is now presenting the Amended and Restated Legacy Crossing Urban Renewal District Redevelopment Plan for the Council's consideration. The public hearing upon the proposed plan amendment has been noticed for October 1, 2018. This was reviewed by the Public Works Finance Committee on September 24, 2018.

PROPOSED ACTIONS: Receive report and conduct the public hearing upon the proposed Amended and Restated Legacy Crossing Urban Renewal District Redevelopment Plan on October 1, 2018; or take other action as deemed appropriate.

Belknap gave a background of the proposed expansion including the steps leading up to the scheduled public hearing. The plan document outlines the purpose, goals and objectives of the project; documents compliance; identifies intended activities, improvements, and agency participation; and establishes financial feasibility. An infrastructure needs assessment and was completed in 2007 and reviewed in 2008 by public works and other staff. Belknap showed where water sewer and storm sewer and streetscape projects are proposed. The current levy rates would not vary and over \$12 million in tax increment is projected. The MURA board approved the transmittal to the council and P&Z reviewed the proposal and found it in conformance. Bettge said he is in favor with no questions. The Committee was in consensus to move the plan to a public hearing scheduled for October 1, 2018.

Minutes Acceptance: Minutes of Sep 24, 2018 3:00 PM (Regular Items)

3. 2019 Idaho's Child Passenger Safety Grant - Alisa Anderson

The Moscow Police Department has participated in a Child Passenger Safety program since 2003 by applying for funding to purchase safety seats for children and participating in Child Passenger Safety Technician Instruction classes. The FFY2019 funding requested will be directed through the Idaho Transportation Department, Office of Highway safety. The request is for \$5,550 for child safety seats and materials and \$10,275 for training and recertification of child safety seat technicians, events, and educational materials. The Moscow Police Department will contribute \$1,200 of in-kind staff time and supplies for training during the award period for a total program cost of \$15,825. This was reviewed and recommended for approval by the Administrative Committee on September 24, 2018.

ACTION: Approve the proposed funding request to accept an anticipated award of \$14,325 from the Idaho Transportation Department, Office of Highway Safety or take such other action deemed necessary.

Anderson introduced Officer Vincello and said they were awarded less money last year but awarded consistently the past two years additional funding. The match amount is more like a contribution and is \$1,200. Staff is still finalizing numbers but will not exceed \$14,325. Because it is federally funded, certifications and assurances are required. Vincello said she will maintain the same path as in the past. The funds are based on reimbursement. The program begins October 1st and usually have anywhere between 5 to 8 reimbursements throughout the year based upon the funds spent. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Gina Taruscio, Art Bettge, Anne Zabala

4. HRC Request for Statement in Support of Idaho Proposition 2 (ACTION ITEM) - Gary J. Riedner

The City of Moscow Human Rights Commission (HRC) has requested that Mayor Lambert and the Moscow City Council issue a statement supporting Idaho Proposition 2, Medicaid Expansion Initiative. Proposition 2 will be on the ballot in November 2018. In July of 2018, legislation known as the "Public Integrity in Elections Act" took affect that prohibits public entities from using public funds, resources or property to advocate for or against a candidate or a ballot measure. As such, it is recommended that the Mayor and Moscow City Council do not provide a statement for this measure. The legislation does not preclude public officials or employees from exercising their first amendment right to voice their personal opinion in regards to ballot measures, provided no City funds, property or resources are used for expenditures supporting the public official or employee in the development or dissemination of their personal opinion.

PROPOSED ACTIONS: Receive request and provide staff further direction.

Pfiffner introduced the request. There has been some legislation changes this last session. By ballot measures, the Council is prohibited from taking any standpoint that uses City resources to advocate for or against a ballot measure. Vowels will continue research of the issue and determine if this falls into this category. If the Council cannot advocate, each member could personally advocate a stance. Mayor Lambert said he plans on supporting the proposition with a letter.

Dr. Schmidt also encouraged supporting through the Association of Idaho Cities (AIC) who can advocate on issues as a non-governmental entity. Lambert said the AIC Board will be discussing this issue at their meeting on October 4th. Schmidt said there seems to be a lack of understanding of the issue and that is what he feels needs to be addressed. Legal will bring more information to the next Council meeting. The Committee moved the issue onto the full council to receive a more informed legal opinion.

Reports

Modest Music Fest Report

Pfiffner said the music fest took place for the first time last year. The event will be held again using the same process of purchased wrist bands. Access to businesses will be maintained. A noise exemption is applied for but most of the music takes place early afternoon and evening as well as inside businesses.

Adjourn

The meeting was closed at 3:26 PM

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/13/2018**Title:** Request Name Change of East Gate Park to Triangle Park (ACTION ITEM)**Responsible Staff:** Dwight Curtis

Information

DESCRIPTION: In August of this year, staff received a letter from 9 year old resident Ginny Saunders requesting the name of East Gate Park be changed to Triangle Park (letter dated 7/20/18 attached). The primary reason given was that “Triangle Park” is how the park has been referred to for so long, most people do not even realize the park is actually named East Gate Park. By changing the name, it will eliminate the confusion.

This park is located at the corners of Park Drive and Kamiaken Street.

East Gate Park was never officially named. The property was designated as park property during the platting process and since the surrounding subdivision name is East Gate Subdivision, the park property assumed the same name. The development of the park was completed in 1976. Due to the shape of the property, it was naturally referred to as Triangle Park.

The Parks and Recreation Commission heard the request at their August Commission meeting and recommended the name change. The City's naming policy requires a 60 day public input/feedback period and a recommendation from the Parks and Recreation Commission to the City Council for consideration. Staff received 86 responses from the public, including 83 in favor of the change, 2 ambivalent, and 1 preferring a restroom facility instead of a name change. The responses are attached.

The public responses were reviewed by the Parks and Recreation Commission at their October 25, 2018 meeting and recommend that the City Council approve the name change from East Gate Park to Triangle Park.

The park sign/installation cost is approximately \$2,000 and will be included in the FY20 budget proposal.

STAFF RECOMMENDATION: Recommend authorization to change the name of East Gate Park to Triangle Park

PROPOSED ACTIONS: Recommend authorization to change the name of East Gate Park to Triangle Park, or provide staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

Request to rename East Gate Park 7-20-18

Name Change - Public Responses 10-18

July 20, 2018

City of Moscow:

Hi, my name is Ginny. I am 9 years old and I live on Kamiaken street. I live across the street from East Gate Park. Well, you probably don't know what park that is because everyone calls it the Triangle Park. When I tell people where I live I say East Gate park because that is the parks real name. They always respond with huh? Or What? Then I say Triangle park. Now they know what I'm talking about. Even in magazines like, Latah Realty's PARADE of HOMES it say the Triangle Park! How could we change the name to Triangle Park on the sign?

Thank you,

Ginny Saunders

Ginny Saunders

East Gate/Triangle Park Responses

From: Frank Karp

"I have lived near Triangle Park for many years. The park is highly UNDER-UTILIZED. To make it more welcoming, SHADE TREES must be planted and maintained! This is far more important than an official name change."

"I am writing to express my support for changing the name of East Gate Park to "Triangle Park". I was so impressed with the young lady who requested this name change and pleased that your department is responding to her.

As a resident in the area, I must admit that I have never referred to the park as anything but the Triangle Park, and neither have my children or grandchildren. It is a wonderful parcel of land that is used on a regular basis for a variety of activities, as well as adding much charm and calmness to the surrounding neighborhoods.

I appreciate you taking the time to ask for input from the home owners in the surrounding area. All of Moscow's parks are a testament to quality tht the city desires for our community. Thank you.

Sincerely,

Eldene Gatlin

"Yes, should be Triangle Park as named years ago. My house on 812 Park Drive was built in 1962 and the Park (Triangle) was named around then. In fact, park land was purchased and gave to the city by owners around the park, I think. 4x around the park is 1 mile. For years people have come to walk because of safe road and park, as well as, they could know how far they walked each day. I would walk around 4x and be glad I walked a mile that day. Hopefully it will remain "Triangle Park".

Phyllis Veien

From: Sandy Otto

Yes, please make it official. We all call it Triangle Park, no need for any other name. You are also correct in that we didn't know the actual name was East Gate Park. Thank you!

Steve and Sandy Otto

From: "Michel, Elinor

We support the name change. Known that way for many years.

Elinor Michel and Walter Hesford

"Dear Moscow Parks and Rec, We have two votes for changing the name of East Gate Park to Triangle Park"

Diane and John Sullivan

Don't get rid of the sign or the name, just add Triangle to the bottom of the current sign – don't waste money on a new sign.

-Walk-in patron

From: Steve Robischon

Dwight,

I received the letter soliciting comment on the rename of East Gate Park. I have no problem with renaming the park, but I might suggest a different new name:

"Overwater Park"

I have walked around the park hundreds of times in the past several years, and as soon as the sprinklers come on in the late spring, the northernmost end of the park, both on the east and west sides, is way over-watered. This is obvious from the mud and ruts in the grass produced by the mower, as well as the small "lake" that appears early in the morning against the west side curb. It has been a problem for a long time, and I'm continually surprised that nobody does anything to fix it. It's not only a big waste of water, but also is bad for the grass, the mower, and the street/curb.

Regards,

Steve Robischon

From: Judy Colbeck

We prefer Triangle Park.

Thank you.

Judy Colbeck

From: "Seever, Victoria

Two "east" parks isn't so good. This park is a Triangle & known by it, so go ahead & change the name to Triangle Park. Thanks!

From: Jeff Lande

Why don't you just rename the town..

Hi there,

I'm in complete agreement with the motion to change the name of East Gate Park to Triangle Park. I live a few blocks from there, and everybody I know call it the Triangle Park already.

Thanks for listening,

Rajal Cohen

From: Kathleen Hardcastle

Triangle Park sounds good to me.

K Hardcastle

From: Nancy Chaney

City of Moscow

Attention: Dwight Curtis, Director

Parks & Rec Dept

RE: 60 Day Comment Period for Renaming of East Gate Park to Triangle Park

This is to voice my support for the proposal to change the name of (the unofficially-named) East Gate Park to Triangle Park.

- 1) The name would be descriptive of its shape,
- 2) consistent with what locals have called it for years,
- 3) less likely to be confused with East City Park,
- 4) better-suited to a site that (subsequent to newer development further to the east) is no longer representative of its location, and
- 5) ought not be as controversial as trying to name it after a person (most of whom come with some social baggage attached).

Thanks to whomever came up with this proposal, and to the Parks and Rec Commissioners for developing this recommendation.

Sincerely,

Nancy Chaney

From: deirdre fahy

love the idea of calling it Triangle Park. that is what we always called it. Will there be any opportunity to sponsor a tree?

Deirdre Fahy

Sounds good to me

Rick Beebe as to triangle park

From: Casandra Holcomb

We live by this park and only ever knew it as Triangle Park! Great idea to change the name :)

Thanks,

Casey and Kenny Hawkes

From: Rachel

Mr Curtis,

I received your letter as I live on Blaine, near the park in question. Since moving to Moscow, four years ago, I have always heard this park only referred to as Triangle Park. It was especially confusing as a new resident in town, as there was not a park found on the map labeled as such.

East Gate is a confusing name as there is also East City. I fully support changing the park's name to Triangle Park, since that is what all the locals call it anyway. It seems like that would be the best choice and help clarify things.

Thank you

Rachel Moore

From: Terry

As per citizens letter regarding the change of name for "Eastgate Park".

It has and always will be TRIANGLE PARK to this family. We live 2 blocks away and have used it regularly.

Thank you,

tp

From: Nicole Sundquist

Great idea! We've lived in town 11 years and always called it "Triangle Park," but struggled to remember its real name. I support the name change.

-Nicole Sundquist

Happy to see the name change to Triangle Park. Thank you

Jay Feldman

From: Lauryl Handel

Hi! Sounds like everybody knows what they call the park. I'd say put a sign up if it's under \$10!

From: Michael Kyte

Yes, we support the name change! Triangle Park it should be.

Michael Kyte and Marti Ford

From: Joanna Elder

Dear Mr Curtis,

I grew up in Moscow and have always called "east gate park", "triangle park". I am very much in favor of officially changing the name to "triangle park" in order to decrease confusion.

Thank you!
 Sincerely,
 Joanna Elder

From: Patricia Sanchez k

Hi!

We received your letter in the mail today concerning the change in name of East Gate Park to Triangle Park.

My husband and I are life long residents of Moscow. Triangle Park has always been Triangle Park to us and we never even knew it was being called East Gate Park until recently. Obviously we have not been very observant of the sign 'East Gate Park' on the North end of the park. ☐

We prefer the name Triangle Park. It is fitting and, as mentioned in the letter, most residents already refer to it as Triangle Park.

Our vote is for Triangle Park.

Thank you!

Sincerely,

Dick & Patty Sanchez

From: Elger, Donald

Mr. Curtis.

We support the name change to Triangle Park. Rationale: We have lived here 32 years and have always known this park by the name of Triangle Park. Your letter today was the first time we realized that the park has another name.

Thank you.

Don and Linda Elger

From: Lee-Painter, David

Hello Mr. Curtis,

My wife and I have lived on Nez Perce Street for 24 years - just around the corner from our beloved Triangle Park - a great place for our kids to play as they grew up and now the grands too - we were surprised to see the East Gate Park sign go up - thrilled at the re-naming as Triangle Park.

We're lucky to live here, and are in full, enthusiastic support of the change - which we didn't know was a change!

Best,

David/DLP

From: Mike Lawyer

I've lived in the neighborhood and didn't know it had an official name. We just always called it the triangle park. So, we're happy to keep calling it that and now knowing that it is its official name.

My two cents.

Cheers,

Mike Lawyer

"Triangle Park" or "Eastside Park" is fine with me.

However, For the cost, I can't see spending all that money to change signes, etc. when it's fine the way it is.

Donna Femreite.

I think it would be a big mistake to change the East City Park name. I have lived here all of my life and owned a business here and never heard it called Triangle Park. People from out of town come here annually get together and always told to go to East City Park. I think it would be very confusing.

I whole-heartedly agree with my little neighbor friend, Ginny.

Triangle Park is the words I use when giving someone directions to my home. East Gate and East City Park is sometimes confusing.

I enjoy living by this small park and greatly appreciate the way it is kept up. I support Ginny in her request.

Sincerely,
Oveta Franklin



We will see you Saturday, September 1st for our final weekend of the season!

Liked

Following

Dwight Curtis, Greg Morrison and 4 others

2 Shares

Like

Comment

Share



Write a comment...

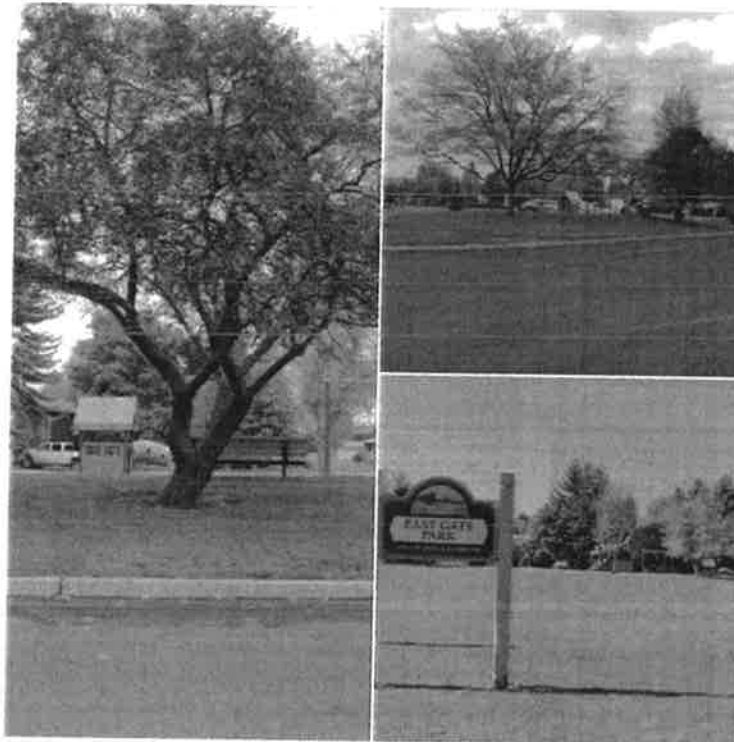


City of Moscow

Published by Kristin Graham · August 24 at 4:39 PM ·

Proposed Park Name Change For East Gate Park - Tell Us What You Think!

The City of Moscow is considering a proposal to change the name of East Gate Park, which is located 1200 Kamiaken Street, to Triangle Park. The proposal was made by a citizen who noted that most people already refer to the park as Triangle Park and are unfamiliar with the park's current name. While the development of East Gate Park was completed in 1976, it was never officially named and has been calle... See More



5,891 people reached

Boost Post

Marc Williams, Dwight Curtis and 68 others

58 Comments · 9 Shares

Like

Comment

Share

New



Write a comment...



Jessie Thill Do it! It has always been Triangle Park to everyone I know.

Like · Reply · Message · 4d



Heather Robertson I looked at the pictures and said, "that's triangle park" then I read the post

100% response rate, 2 hours response time

5,924 follows

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1,532 were here 0 this week

23,151 post reach this week

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5,924 people follow this

About

See



Promote your business locally to lead people directly to 206 E Third Street.

Promote Local Business

206 E Third Street
Moscow, Idaho 83843

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(208) 883-7000

Typically replies within a few hours
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Sandra Collins

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Chat

Jasper Wallen I just saw the other name last year.

Like · Reply · Message · 23h

Liked

Following



Kyla Kiblen Triangle Park

Like · Reply · Message · 1d



Rose Lynn Clevenger Always will be Triangle Park.

Like · Reply · Message · 1d



Lauren Bissey Crawford Rose Lynn Clevenger I bet the kids could come up with an awesome name!

Like · Reply · Message · 3d



Jessica Ashland Burns Born and raised here and I've never heard of East Gate Park. I know right where Triangle Park is though

Like · Reply · Message · 3d



Lori Broenneke My family has always called it Triangle Park. How about a **garbage** can by the **poopy bags**? There is only **one garbage** can and it's **right** by the **playground equipment** and **water fountain**.

Like · Reply · Message · 3d



Mary Ellen Martin Triangle park. I lived a block away, and it was always Triangle Park.

Like · Reply · Message · 3d



Dayz Sy "Tri-side park", sounds good for 3 different street connections.

Like · Reply · Message · 4d



Judy Buessing I've always thought this park was called East 3rd Street Park and it's always resembled a rectangular shape.

Like · Reply · Message · 4d



Karri Fedale Wrong park -you're referring to East City Park.

Like · Reply · Message · 4d



Judy Buessing Karri Fedale Thank you for the clarification! The name sounds very similar to East City Park....I thought this was the same park. Appreciate the correction!

Like · Reply · Message · 4d



Write a reply...



Jillian Feigenhauer I have lived in Moscow for 6 years and I've never heard of either name for the park!

Like · Reply · Message · 4d



Tonya Adamson Think all parks should have stable restroom and bench sit on and picnic tables too.

Like at new park Indian hills too.

Like · Reply · Message · 4d



Tonya Adamson Triangle park

Like · Reply · Message · 4d



Erin Jepsen We always called it Triangle Park too. And at least a drinking fountain?

Like · Reply · Message · 4d



Monica Alderete Wright They have a drinking fountain now!

Like · Reply · Message · 4d Edited

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Chat

Attachment: Name Change - Public Responses 10-18 (1833 : Request Name Change of East Gate Park to Triangle Park (ACTION ITEM))



special one for filling water bottles! 🍷🍷🍷

Like · Reply · Message · 4d

Liked

Following

Like · Reply · Message · 4d



Monica Alderete Wright Erin Jepsen we were just there a month ago. We ~~hadn't been~~ there for years.

Like · Reply · Message · 4d



Write a reply...



Stella Caesar Calza We've always called it Triangle Park. It named itself with its shape.

Like · Reply · Message · 4d



Carrie Barker We **are changing** the name of Triangle Park to Triangle Park? What **is East Gate** Park?

Like · Reply · Message · 4d

14



Sarah Martonick My thoughts exactly.

Like · Reply · Message · 4d



Amy Kay Hill 👍👍yup

Like · Reply · Message · 4d



Write a reply...



Amy Kay Hill 🤔 triangle park! That's what everyone calls it anyway.

Like · Reply · Message · 4d



Frances Preston Sounds like Triangle Park needs a toilet!

Like · Reply · Message · 4d



Linda Keeler Parky McParkface

29

Like · Reply · Message · 4d



Erin Jepsen Win.

Like · Reply · Message · 4d



Ryan Rounds I came here with a name but you changed my mind.

Like · Reply · Message · 4d



Write a reply...



Johna Walden We call it triangle park as well! That's funny, seeing so many people we don't know refer to it by the same nickname. I get why, just noting the oddity.

Like · Reply · Message · 4d

1



Sami Heath Rose Lynn Clevenger

Like · Reply · Message · 4d



Sami Heath Omg right we all call it triangle

Like · Reply · Message · 4d



Kenny Hawkes Jr I **live** around the **corner and me and** my family call it the **triangle park** also so I'm okay **with the name** change.

Like · Reply · Message · 4d

Chat

recalled seeing a sign with East gate park. I had no idea what park was being talked about until I read further.

Liked Following

several years ago, we just automatically called it "the Triangle Park"! I think it is very descriptive and charming! But a very basic restroom would be GREAT! 🍷👍

Like · Reply · Message · 4d

4

Amber Danielle Triangle park!!!!

Like · Reply · Message · 4d

Anna McGarrah Triangle park!

Like · Reply · Message · 4d

Anna McGarrah Triangle park!

Like · Reply · Message · 4d

Danny Roberts I've been picking up garbage here forever and didn't know the name either lol...

Like · Reply · Message · 4d

Karen McCloskey Corgatelli Yep, we call it Triangle Park!

Like · Reply · Message · 4d

Bret Jeffery Show Rob Spear The Gate Park

Like · Reply · Message · 4d

1

Brittany Wnek Its triangle park at our house!

Like · Reply · Message · 4d

Danette Swam Triangle Park

Like · Reply · Message · 4d

1

Helen Shores Yep that's what we have always called it!

Like · Reply · Message · 4d

Write a reply...

Heather Niccoli Triangle Park! This is like trying to change the name of Coca-Cola. LOL.

Like · Reply · Message · 4d

4

Janice McMillan Our family has lived near this park since 1981 and all of us still refer to it as Triangle Park. We were surprised to see it named Eastgate when they put up the sign. Triangle would be great!

Like · Reply · Message · 4d

Denisse Nassutt Lol I seriously thought I was the only one who called it Triangle park.

Like · Reply · Message · 4d

1

Charlynn Havrilla We have always called it Triangle Park.

Like · Reply · Message · 4d

Jeremy Van Houten I have always called it triangle park

Like · Reply · Message · 4d

8

Aimee Martinez It will ALWAYS be triangle park!!

Like · Reply · Message · 4d

1

Amy Lichte Haha right?! I didnt know what park they were talking about until i saw your comment

Like · Reply · Message · 4d

Chat

Attachment: Name Change - Public Responses 10-18 (1833 : Request Name Change of East Gate Park to Triangle Park (ACTION ITEM))



Write a reply...

Liked

Following

else.

Like · Reply · Message · 4d

4

Sandra Hendren A toilet would be nice. I didn't even know it had a sign let alone a name. Its a small community... surrounding the park. Let the neighbors decide!

Like · Reply · Message · 4d · Edited

1

Write a reply...



BJ Swanson I've always known it as Triangle Park. Didn't know it was East Gate Park until reading this.

Like · Reply · Message · 4d

4

Katherine Opie Me either!

Like · Reply · Message · 4d

Write a reply...



Scarlett Richardson I vote to change it!

Like · Reply · Message · 4d



Lori Stedman We always call it Triangle Park. Really didn't know what the name was.

Like · Reply · Message · 4d



Donna Mitchell Atkinson The park at F Street and Orchard has always been called Watertower Park, but the official name honors the Lyle family. The name East Gate Park has no meaning other than its subdivision location, so it would make sense to change the sign to Triangle Park so everyone knows! Eventually it will show up on Google Maps and GPS systems as Triangle Park.

Like · Reply · Message · 4d

5



Jennifer John Morrison I told my sister and then said triangle park and she knew right away which one I meant lol

Like · Reply · Message · 4d

1



Ali Tong Triangle

Like · Reply · Message · 4d



Paula Nuhn Change it

2

Like · Reply · Message · 4d



Ross Button You love change.

Like · Reply · Message · 4d



Write a reply...



Marcia Alenazi Yes, please change it officially so when we tell people from who aren't from around here where to meet us, they'll be able to find it online!

Like · Reply · Message · 4d · Edited

1



Liz Boyd Yes for a toilet!

4

Like · Reply · Message · 4d



Katie Cohee never knew it by any other name other than Triangle park

Like · Reply · Message · 4d

Chat

Like · Reply · Message · 4d



Deb Tanner Triangle park What we call it

Liked

Following



Carla Dawn Stephens I've always called it the triangle park.

Like · Reply · Message · 4d



EJ Grindley We call it Triangle Park, but would love a toilet rather than a new sign/name 🤔

Like · Reply · Message · 4d · Edited

16



Michelle Mason Triangle

Like · Reply · Message · 4d



Will Whitney Been calling it triangle park since '86.

Like · Reply · Message · 4d

1



Emily Dorigo Ha! I already thought it was named Triangle Park.

Like · Reply · Message · 4d

3



Lexi Perry Brad Wall Corinne Cahill Claire Angela

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City of Moscow posted a job.

Published by Keli Jones · August 24 at 3:10 PM

**ARTS PROGRAM MANAGER**

The City of Moscow is seeking candidates for an Arts Program Manager. This is a full-time position offering substantial benefits and a starting salary of \$55,408+...

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Job post is active for 25 more days

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4,173 people reached

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5 Comments · 23 Shares

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Relevant



Write a comment...



Eric Pie that's an oddly specific salary.

Like · Reply · Message · 3d



Lewanna Elaine Castro Janellie Pruneda something you could do? Idk what it's about but I know it's about art! Lol

Chat

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/13/2018**Title:** Software License Agreement for an Advanced Alert Distributed Reporting System (AADRS) Pilot Project (ACTION ITEM)**Responsible Staff:** James Fry

Information

DESCRIPTION: The City of Moscow wishes to provide a community that is safe, secure and a pleasant place to live and visit. The Moscow Police Department utilizes a community-oriented policing philosophy to improve the quality of life through community partnerships and problem solving approaches. Taking into account recent incidents of violence in schools and communities across the nation, including the tragedies our own community has encountered along with the threats of violence to our schools, the Moscow Police Department wish to find ways to be proactive with crime prevention by use of technology. To achieve this the Moscow Police Department would like to launch a pilot Advanced Alert Distributed Reporting System (AADRS) by entering into an agreement with Kestrel Technology Group who possesses the expertise and the technology to administer a neighborhood watch type of program through the use of technology.

AADRS is a combination android-based application and website portal interface for easy-to-learn reporting between trusted community members and law enforcement officers. Suspicious activity or emergency situations can be communicated to the portal of any AADRS application loaded Android phone. AADRS is administered by Kestrel Technology Group which was founded in 2005 with the goal of adding situational awareness to field operations with a secure data collection application on readily-available mobile devices.

STAFF RECOMMENDATION: Recommend approval of the software license agreement for an advanced alert distributed reporting system pilot project between Kestrel Technology Group and the City of Moscow.

PROPOSED ACTIONS: Recommend approval of the software license agreement for an advanced alert distributed reporting system pilot project between Kestrel and the City of Moscow or provide staff with further direction.

Necessary Resources/Impacts

N/A.

Attachments

AdvancedAlertDistributedReportingSystem9(AADRS);final
SoftwareLicenseAgreement-Kestrel;AADRS Pilot;2018;final;clean

ADVANCED ALERT DISTRIBUTED REPORTING SYSTEM (AADRS)

AADRS is a combination android-based application and website portal interface for easy-to-learn reporting between trusted community members (known as High Fidelity Observers, or HFOs) and law enforcement officers. HFO reports are received, geo-located, and visualized in real-time on a secure web-based portal, backed with historical data to provide law enforcement with critical information and communication capabilities.

HFOs use the AADRS application loaded to an Android phone¹ to communicate to the portal any suspicious activity or, during emergency situations, reports detailing relevant information. These community reporters are weighted based on both the level and type of training received. This allows law enforcement to filter and collate reports of suspicious activity and make action decisions based on the ‘weight’ of the reports and report context.

Key components of the AADRS application include:

In Normal Conditions

- **Real-time Reporting:** Using cell or Wi-Fi connection, HFOs submit various reports to keep Law Enforcement informed. These reports include text and/or multimedia options and are organized to present Law Enforcement personnel with knowledge in the following categories:
 - FYI – a low level report that documents something seen or heard that is notable although not necessarily threatening or criminal on its own. FYI reports serve as historical data for a greater understanding of situations that could potentially pose a threat to public safety in aggregate or in the future.
 - Suspicious Activity Report - provides greater detail regarding an event that rises to a higher level of suspicion or potential threat. Suspicious Activity Reports document substantial warning signs to Law Enforcement to aid in the prevention of an incident.
 - Red Alert - alerts Law Enforcement of a condition that poses an imminent threat. Sending a Red Alert informs Law Enforcement, in real time, of an emerging critical situation to assist rapid response and situational awareness.
- **Messaging:** HFOs can securely send and receive messages to and from Law Enforcement to elaborate on past reporting or provide additional information on an ongoing event. Messaging is NOT used for tasking of HFOs, other than requests for additional information already possessed by the observer, or queries of observers in a geographic locale to see if any corroboration or additional information is available.

¹ And Apple iOS application is under development.

In Emergency Situations

- All functionality of Normal Conditions.
- Status. Allows a user to repeatedly report their personal ‘status’ viewed by portal monitors: Green (safe/normal conditions), Amber (caution status), or Red (alert/danger condition).
- Lockdown, Lockout or Red Alert Status Condition Reports. A graphic interface triggered by a Red Alert, Lockout or Lockdown event allows quick reporting on additional details of a threat event, any medical needs, or shelter in place situations. These reports automatically capture location coordinates and date/time stamp, keeping law enforcement and first responders informed.

High Fidelity Observers

The critical core of AADRS are the HFOs, who are specifically selected from within a demographic cohort and fulfill a specific training criterion.

Following selection and vetting of HFOs, training consists of three days, two in classroom and one in-theater. Classroom work will be divided into two portions, each with its own set of comprehensive explanatory modules. The first day of the training focuses on patterns of life analysis and clarity in the range of variables to be observed, including the design of the buttons to be used on the HFO’s mobile devices. Day two focuses on the use of the hand-held technology and the web-based operationally secure portal login.

AADRS Monitors/Law Enforcement

A limited number of Law Enforcement Personnel will have access to the AADRS portal, providing a Common Operating Picture. (User credentials can be established to restrict/allow specific functions):

- A data repository for trusted community reports to be aggregated, reviewed, combined with other information, and understood during ‘pre-event’ non-critical conditions.
- Decision making power to initiate a Lockdown, Lockout or Red Alert based on trusted community reporting. *Only authorized portal users can initiate a lockdown.*

Trained portal monitors can also:

- View the location and status color of each HFO;
- Monitor a live feed of all incoming data – messages, reports, status changes of HFOs;
- Send messages to HFOs – individually, to designated groups, or to all HFOs; an essential and efficient communications tool in critical situations; and
- View Geo-located real-time reports (see above Threat Details, Medical Needs, Shelter in Place).

Kestrel Technology Group – Core Competencies

Kestrel Technology Group was founded in 2005 with a goal of adding situational awareness to field operations with a secure data collection application on readily-available mobile devices.

Kestrel's unique combination of technology and methods can make a way for knowledge-based operations with systems that are versatile, scalable, and readily-deployed on clouds, servers, and field mobile units. Kestrel's flagship system, the Field Information Support Tool (FIST), is customizable to each user's needs, and incorporates advanced standards for data security and information integrity. Kestrel's team is broadly experienced in government, industry and academia.

FIST is a mobile knowledge management system that provides users with a comprehensive mobile knowledge management system aimed at providing unprecedented situational awareness without comprising data integrity or security. FIST leverages standard Android mobile devices with a custom smartphone application (Gather), in conjunction with a globally-accessible web portal (FusionPortal), to perform real-time visualization and assessment, data collection, analysis, alarming, dissemination, and system-to-system interoperability. It functions in any connectivity environment, is fully customizable to the client's needs, and is secure. FIST can be applied in any mission set, including humanitarian assistance/disaster relief, law enforcement, pandemic disease mapping, and logistical support, adding value whenever immediate on-the-ground action is needed.

The HFO Training Curriculum is copyright Quadrant Analytics, LLC, and used with permission.

**SOFTWARE LICENSE AGREEMENT FOR
ADVANCED ALERT DISTRIBUTED REPORTING SYSTEM PILOT PROJECT
BETWEEN CITY OF MOSCOW AND KESTREL**

THIS SOFTWARE LICENSE AGREEMENT FOR ADVANCED ALERT DISTRIBUTED REPORTING SYSTEM PILOT PROJECT (hereinafter “Agreement”), is made this ____ day of November, 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”), and the Kestrel Technology Group, LLC, a Texas limited liability company with principal offices at 3 Sugar Creek Center Boulevard, Suite 100, Sugar Land, Texas, 77478 (hereinafter “KESTREL”); CITY and KESTREL are each individually referred to as a “Party”, and collectively, the “Parties”.

RECITALS

WHEREAS, CITY wishes to provide public safety services that are designed to fairly, efficiently, and effectively prevent crime and safeguard lives and property; and

WHEREAS, CITY wishes to provide a community that is safe, secure, and a pleasant place to live and visit; and

WHEREAS, with recent incidents of violence in schools and communities across the nation, including the tragedies our own community has encountered along with the threats of violence to our schools, CITY wishes to find ways to be proactive with crime prevention; and

WHEREAS, CITY’s Moscow Police Department utilizes a community-oriented policing philosophy to improve the quality of life through community partnerships and problem solving approaches; and

WHEREAS, CITY is recognized as an ideal test-bed due to its size, location, demographics, and settlement type; and

WHEREAS, KESTREL possesses the expertise and technology to add situational awareness to CITY through Moscow Police Department, with a secure data collection application on readily-available mobile devices;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in this Agreement, CITY and KESTREL hereby agree to launch a pilot Advanced Alert Distributed Reporting System as follows:

AGREEMENT

1. **Pilot Term.** Pursuant to the terms of this Agreement, CITY hereby gives KESTREL a revocable and non-transferable license to utilize the City of Moscow as a geographic test area to provide advance alert distributed reporting software (hereinafter “AADRS”) for use by CITY and CITY’s community partners. This pilot project will be deployed in three (3) phases over three (3) years. Phase 1 will include the development and refinement of the initial pilot project deployment. Phase 2 will consist of implementing

improvements from Phase 1 by mutual agreement; and Phase 3 will expand the project to include more community partners using the software to achieve the goals of the pilot project. The Parties anticipate collaborating on grants to fund further development of the AADRS.

2. **Termination.** This Agreement may be terminated by either Party at any time by delivery of written notice. Upon the termination of this Agreement, all rights granted herein to CITY to the Software shall immediately cease and CITY shall immediately return to KESTREL all confidential and/or proprietary information of KESTREL previously delivered to CITY. The data collected during the term of the Agreement will remain property of CITY.
3. **Compensation and Fees.** This pilot project and use of the AADRS license is at no cost to CITY.
4. As described in the Kestrel Software License Agreement (the “KSLA”), attached hereto as Exhibit “A”, this Agreement is the “Reference Agreement” specified therein and CITY is the “Licensee”, as referenced therein. The “Effective Date” for the KSLA and this Agreement is November 19, 2018 and the “License Term” will extend to the earlier of (i) three [3] years from the Effective Date; or (ii) the effective date of termination of this Agreement, in accordance with its terms.
5. The KSLA is incorporated herein and made a part of this Agreement for all purposes, subject to the following specific terms:
 - KESTREL shall provide remote technical support during its regular US business hours, between 8:00 a.m. and 5:00 p.m., EST or by email throughout the License Term.
 - KESTREL shall provide no-cost licenses for the Field Information Support Tool (FIST), to be provided to the approved and trained volunteers and community partners known as High Fidelity Observers through a custom smartphone application (Gather), and two (2) operators of the web portal (FusionPortal).
 - KESTREL will provide a no-cost Level 0 Amazon server license with industrial grade security with server maintenance upgrades throughout the License Term.
 - KESTREL will provide two (2) no-cost loaner mobile devices, without cell phone service, for use for the field use application of the system.
 - KESTREL will provide semi-annual, no-cost training via teletraining during the license term. Any additional training will be mutually agreed upon by KESTREL and CITY.
6. The services and software being provided by KESTREL are on an “as is” basis, and CITY’s use of the services is at its own risk. KESTREL does not warrant that the services will be uninterrupted or error-free or unaffected by force majeure events.
7. **Jurisdiction and Venue.** 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 Second Judicial District of the State of Idaho, in and for the County of Latah.

8. This Agreement together with the Attachments attached hereto, represents the entire agreement of the Parties hereto related to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement, are superseded and of no force and effect.
9. Modification or Amendment of Agreement. This Agreement may be modified in writing by the agreement of KESTREL and CITY at any time. No change or modification to this Agreement shall be valid unless it is in writing and signed by both Parties.
10. This Agreement may be executed in one (1) or more counterparts, each of which shall constitute an original, and all of which shall constitute one Agreement. Signatures transmitted via facsimile or other electronic means (including .pdf) shall have the same force and effect as an original.
11. No Joint Venture and No Joint Powers Agreement. Nothing contained in this Agreement shall be in any way construed as creating, expressing, or implying that the Parties hereto have joined together in any joint venture partnership or agency relationship between or, in any manner have agreed to or are contemplating the sharing of profits and losses, among themselves in relation to any matter relating to this Agreement.
12. Independent Contractor. The contracting Parties warrant by their signatures that no employer/employee relationship is established between KESTREL and CITY by the terms of this Agreement. It is understood by the Parties hereto that KESTREL is an independent contractor and, as such, neither KESTREL nor any officer, employee, or agent of KESTREL, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding.
13. Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

Kestrel Technology Group, LLC Ivan Cardenas, Technical Director 3 Sugar Creek Center Boulevard Suite 100 Sugar Land, Texas 77478	City of Moscow Chief of Police 206 East Third Street P O Box 9203 Moscow, Idaho 83843
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14. This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

IN WITNESS WHEREOF, said KESTREL and CITY have caused this Agreement to be executed on the day and year first above written.

Kestrel Technology Group, LLC

City of Moscow, Idaho

By: _____
 Name: Mr. Ivan Cardenas
 Title: Technical Director

By: _____
 Name: Bill Lambert
 Title: Mayor

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Ivan Cardenas, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Kestrel Technology Group, LLC.

Notary Public for _____
Residing at _____
My commission expires: _____

ATTACHMENT “A” KESTREL SOFTWARE LICENSE AGREEMENT (KSLA)

This Software License Agreement ("Agreement"), effective per the terms of the proposal or contract ("Reference Agreement") of which this Agreement becomes incorporated upon execution of the Reference Agreement and with an effective date as specified in the said Reference Agreement ("Effective Date") by and between Kestrel Technology Group, LLC, a Texas limited liability company with principal offices at 3 Sugar Creek Center Boulevard, Suite 100, Sugar Land, Texas, 77478 (hereinafter "Kestrel"), and the party accepting the Reference Agreement (hereinafter "Licensee"), sets forth the terms and conditions whereby Kestrel agrees to provide to Licensee and Licensee agrees to acquire from Kestrel one (1) or more licenses to Kestrel's computer programs (hereinafter "Software"), and related documentation and materials. Kestrel and Licensee are each a "Party" and together are the "Parties" to this Agreement.

Each individual license under this Agreement will be defined on schedules in the form of Schedule "A", which is attached hereto. Each Schedule "A", is to be executed separately, and, when so executed, is incorporated by reference and shall become a part of the Agreement. Terms and conditions in said Schedule(s) shall supersede any conflicting terms and conditions in this Agreement for only the specific license defined in said Schedule(s). Each Schedule "A", together with the terms and conditions of this Agreement, shall constitute and be construed as a separate agreement.

1. Grant of License

Kestrel hereby grants to Licensee a license to use the Software during the License Term (as identified in Schedule "A") under the terms and conditions set forth in Schedule "A" (the "License type"), provided Licensee is not in default of any terms contained herein. For purposes of this Agreement, "Software" shall include any upgrades, updates, modifications or derivative works provided hereunder. Licensee may not copy, market or distribute the Software, in whole or in part, as a stand-alone software product, or incorporate it in any other software product, unless otherwise specified in Schedule "A". Licensee may make copies of the Software for the purpose of installation and backup. Licensee may not assign, sell or transfer its rights granted herein to any other entity. Software and its resultant Evaluation material will be kept confidential between the Licensee, Kestrel, and the Licensee's customers and potential customers. Any report or evaluation that the Licensee may provide to United States government clients will not be transferred to any additional party (non-US government client) and any information that is acquired in the process of testing the system that has been provided by the Licensee will not be transferred to any outside party (except for such U.S. government clients). Kestrel hereby retains the right to use, sell, market, build, adapt, modify, reproduce, execute, deploy and distribute, in whole or in part, incorporated within other software or as stand-alone software, the Software.

2. License Fee and Transfer of Proprietary Information

Financial terms for the delivery of the software (the "License Fee") to the Licensee are set forth in Schedule "A". Payment will be in advance for any funds due for release of software and services. Kestrel will invoice the Licensee for this purpose.

3. Ownership

Kestrel shall at all times retain ownership of the Software, its confidential and proprietary information, including, but not limited to, the source code, upgrades, software modifications, derivative works, software libraries, files and tools, and Licensee will take all reasonable steps to prevent the unauthorized disclosure, use, reverse engineering, or other unauthorized use of the Software.

4. Support

Kestrel shall provide ongoing technical support per the reference agreement to the Licensee for assisting in operation of the software, debugging, implementation of new revisions, and listing of desired improvements; such improvements which Kestrel may or may not implement at its option. Specification for technical support may be by purchase order terms, statements of work, or similar contractual instruments.

5. Termination

This Agreement may be unilaterally terminated by Kestrel at any time. Upon the termination of this Agreement for any reason, all rights granted herein to Licensee to the license to use and adapt the Software, shall immediately cease and Licensee shall immediately return to Kestrel all confidential and/or proprietary information previously delivered to Licensee.

6. Warranties

Kestrel represents and warrants to Licensee that Kestrel has the right to convey to Licensee all of the rights granted hereunder, and that Kestrel has not previously entered into any assignments, grant, mortgage, license, or other agreements concerning the Software that is in conflict with the license contemplated herein.

Kestrel warrants that the Software will perform in substantial compliance with the documentation supplied with the Software, and Kestrel agrees, as its sole obligation for breach of the foregoing warranty, to use commercially reasonable efforts to correct any defects or errors in the Software of which Licensee gives written notice. Kestrel warrants that the Software delivered to Licensee has been checked by Kestrel for known computer viruses or other contaminants, including any codes or instructions that may be used to access, modify, delete, damage, or disable Licensee's computer system.

7. Disclaimer and Limitation of Liability

LICENSEE ACKNOWLEDGES THAT THE CONDITIONS OF USE OF THE SOFTWARE ARE OUTSIDE THE CONTROL OF KESTREL AND THAT KESTREL'S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OR ACTION, SHALL BE LIMITED TO TEN PERCENT (10%) OF THE LICENSE FEE RECEIVED UNDER THIS AGREEMENT. IN NO EVENT (INCLUDING, BUT NOT LIMITED TO, INFORMATION FLOWS INTO OR OUT OF FUSIONPORTAL WEB SERVICES AND HOSTING) WILL KESTREL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF KESTREL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, AND KESTREL EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

8. Acceptance

Licensee shall have thirty (30) days after delivery of the Software to inspect the Software. Acceptance of the Software shall be deemed to have occurred if Licensee fails to notify Kestrel during such period, in writing, of defects or non-conformities. Kestrel shall have thirty (30) days after notice to, at Kestrel's option, replace the Software or remedy any such defects or non-conformities. Thereafter, Licensee shall be deemed to have accepted the Software if Licensee fails to notify Kestrel within thirty (30) days of replacement of Kestrel's completion of such work that the Software remains non-conforming in any material respect.

9. Annual Maintenance Services

Maintenance Services comprises upgrades and correction to the Software. Financial terms for annual Maintenance Services shall be as set forth in Schedule "A". If Annual Maintenance Services are procured by the Licensee, they shall entitle Licensee to receive the following maintenance services without further charge:

- (a) Upgrades to the Software after installation date that Kestrel, in its sole discretion, considers to be logical extensions of the Software but excluding releases of major additional new Software modules.
- (b) Upgrades to documentation after installation date that Kestrel deems necessary to maintain its continued effective use by Licensee.
- (c) Corrections for current and previous releases of the Software.
- (d) Kestrel shall not be obligated to remedy errors or defects caused by failures of Licensee's operating system or by any external cause, or by a failure of Licensee to use the Software in accordance with the provisions of this Agreement.
- (e) Access to support from Kestrel shall be during normal business hours of Kestrel and shall exclude weekends and holidays.

10. Infringement

Kestrel and Licensee each agree to notify the other in writing of any suspected infringement of the Software by any third party, and of the factual basis for such suspected infringement by another. Licensee shall have the first right to act against any suspected infringement by another. If Licensee elects not to enforce its rights in the Software, Licensee agrees to notify Kestrel of such decision in writing within fifteen (15) days of its receipt of written notice from Kestrel of suspected infringement. Upon written receipt of notice of such decision by Licensee not to enforce its rights in the Software, Kestrel may elect to enforce its rights in the Software at its sole expense. Should Licensee be required to participate in a suit brought by Kestrel to enforce rights in the Software, Licensee shall cooperate in good faith and assist in the suit, provided Kestrel promptly reimburses Licensee for all reasonable expenses and costs as such expenses and costs are incurred by Licensee in rendering such cooperation and assistance to Kestrel. Any

damages recovered in a suit, brought by either Licensee or Kestrel under this term, shall be the sole property of the Party awarded such damages. Any liability resulting from either Party bringing suit pursuant to this section shall also be the sole and exclusive responsibility of that Party.

11. Notices

All notices permitted or required by this Agreement shall be in writing addressed to the Parties as such addresses as may be designated by a Party in written notice to all of the other Parties, and shall be by personal delivery or by certified mail.

12. Resolution of Disputes

The Parties, and each of them, mutually agree to use reasonable efforts to amicably and in good faith resolve any and all differences, controversies or claims that may arise relative to this Agreement. Any controversy or claim arising out of, relating to or connected with this Agreement, or a breach thereof which cannot be resolved amicably by the Parties, may be submitted by one (1) or more of the Parties to, and settled by, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect ("Rules"). Arbitration shall be by a single arbitrator chosen by the Parties, provided that if the Parties fail to agree upon a single arbitrator within thirty (30) days from the date a Party has made a demand for arbitration, then the arbitrator shall be chosen in accordance with the Rules. The decision of the arbitrator shall be final and binding on the Parties and shall include an award of costs, expenses and attorney's fees to the prevailing Party. The decision and any award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof, provided that the arbitrator shall not award punitive or treble damages in rendering such decision, and provided that the arbitrator's award shall follow applicable law and the terms of this Agreement to the extent that such terms are consistent with such applicable law. All proceedings in arbitration shall be conducted in a location mutually agreed upon by the Parties, and shall be in the English language.

13. Texas Law to Apply

This Software License Agreement shall be construed under and in accordance with the internal laws of the State of Texas.

14. Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. Legal Construction

In case any one (1) or more of the previous provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter, unless otherwise stated herein.

17. Waiver, Modification or Amendment

No waiver, modification, or amendment of any provision of this Agreement shall be effective unless consented to by all the Parties in writing. No failure or delay by any Party in exercising a right, power, or remedy under this Agreement, shall operate as a waiver of any such right, power, or remedy.

18. United States Government Use

Kestrel represents that the Software is commercial computer software as defined in the Federal Acquisition Regulation (FAR), 48 C.F.R. sec. 2.101, and was developed at private expense. Therefore, in accordance with the Defense FAR Supplement, 48 C.F.R. sec. 227.7202-3(a), Kestrel provides the United States Government with the commercial computer software license rights set forth in FAR 52.227-19(b)(1)-(2). If Software is being acquired by or on behalf of the United States Government or by a United States Government prime contractor or subcontractor (at any tier), the Software and written materials accompanying the Software are provided with rights as stated in this clause and this clause applies to this license.

19. Limitations and Remedies

In the event of a finally adjudicated claim by any third party that the Software infringes any U.S. patent, trademark or copyright, Kestrel shall, in its sole discretion and at its sole expense, either (i) procure for Licensee the right from such third party to permit Licensee to continue using the software; (ii) replace or modify the Software such that it is non-infringing; or (iii) if the options described in (i) and (ii) are not feasible, terminate this Agreement and refund to Licensee all amounts paid by Licensee to Kestrel for the Software, depreciated at the rate of thirty-three and thirty-three hundredths percent (33.33%) of the total amount per month from the date of last invoice.

SCHEDULE “A”

This schedule is attached to and becomes, upon execution of the Reference Agreement, a part of the Kestrel Software License Agreement between such Parties, dated per the terms of the Reference Agreement and sets forth the specific terms and conditions relating to the Licensed Software listed below.

Licensed Software

FIST solution suite comprising: Gather Application and access to Kestrel Operated FusionPortal portal accounts – for base version 1030 plus appropriate revisions and versions. This is not a source code license. Viewing of source code other than as incidentally required for backups and reloads is prohibited. Backups, reloads and other related maintenance activities will be by schedule and approved in writing by Kestrel.

License Type. Multi-user concurrent system user license: Software shall include the necessary concurrent licenses and smartphones software (FIST Gather) for use during the pilot project period. Software is not copy protected and User agrees to use appropriate care and caution in its use and storage to prevent unauthorized disclosure and reproduction.

License Term. The initial term of the License shall be from the Effective Date of the Reference Agreement and conclude with the termination of the Reference Agreement (“License Term”). The Agreement shall automatically terminate fifteen (15) days after expiration of the License Term unless, prior to the end of such time period, the Parties agree in writing to extend the License Term.