

# CITY OF IDAHO CITY



## REGULAR CITY COUNCIL MEETING

Wednesday March 24, 2021

6:00 P.M

City Hall, 511 Main Street, Idaho City, ID 83631

Join Zoom Meeting

<https://us02web.zoom.us/j/88311172632?pwd=dE1nTWtWMHdyb3AwUTlxMmJ4SzErUT09>

Meeting ID: 883 1117 2632

Passcode: 521773

## MINUTES

CALL MEETING TO ORDER: Mayor Canody called the meeting to order at 6:00 pm

ROLL CALL: Martin, Everhart and Secor present. Hillyard absent.

PLEDGE OF ALLEGIANCE: Mayor Canody led the pledge of allegiance.

### I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

#### A. APPROVAL OF MINUTES: MARCH 10, 2021 **ACTION ITEM**

Secor made a motion to approve the minutes dated March 10, 2021, seconded by Martin. 2 ayes, Everhart abstained.

#### B. IDAHO CITY EVENT CHECKLIST: **ACTION ITEM**

##### 1. TRINITY DOUGHERTY-HIGH SCHOOL SENIOR PROJECT- DRIVE IN MOVIE

Trinity Dougherty presented her high school senior project to the council; she would like to use the community hall to have the drive in. A speaker system will be used. Martin had concern with the event going until 2 am. It was confirmed that she has a license to show the movies and will make sure the city has one on file. All roads will have to remain open, no closures. She will need to get a vendor permit from the city.

Secor made a motion to approve the event checklist with a noise variance for the hours of 9-1am, seconded by Martin. 3 Ayes. They are waiving the community hall fees and she will be allowed to use the front portion of the community hall. Secor made a motion to waive the fee for the community hall for April 8,9 and 10<sup>th</sup>, Everhart seconded. 3 ayes.

##### 2. 2021 IDAHO CITY ENDURO EVENT CHECKLIST- PETER REYNOLDS

Pete Reynolds presented the council with the plans for the Idaho City 100 Enduro on the 4<sup>th</sup>,5<sup>th</sup> and 6<sup>th</sup> of June. All maps and permits have been approved by state and county. He is still working with the county ambulance on a contract. They will have a kid portion of the race, separate from the 100. No concerns from Chief Otter. They will do what they can to maintain COVID precautions. Secor made a motion to approve the 2021 Idaho City Boise Ridge Rider 100 Enduro event, seconded by Martin. 3 ayes.

##### 3. COLE CAPSON - SENIOR PROJECT – UPDATE

Chief Otter has not heard back from Cole, the update that he knows is everything has been taken care of with everyone other than the city but Chief Otter will be involved to make sure it all goes well. Secor made a motion to approve Cole Capson's Senior project for DUI awareness on March 31, 2021, seconded by Martin. 3 ayes.

##### 4. 4H SHOW – UNIVERSITY OF IDAHO EXTENSION – JUNE 11, 2021 (ASKING FOR WAIVE OF FEES)

Secor made a motion to waive the fees for the 4H use of the rodeo grounds on June 11, 2021, seconded by Martin. 3 Ayes. After further review of the original checklist, Attorney Linville thought the insurance was adequate and should not require the million-dollar insurance certificate. The insurance in place is appropriate for this type of group and event, Secor made a motion to approve the insurance certificate in place and approve the checklist as written, seconded by Everhart. 3 ayes.

#### C. BILLS/PAYABLES: MARCH 11, 2021 THROUGH MARCH 24, 2021 **ACTION ITEM**

Everhart made a motion to pay the bills dated March 11, 2021 through March 24, 2022 in the amount of \$14,531.24, seconded by Martin. 2 ayes. Secor abstained.

## II. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. **ACTION ITEM**

## III. ENGINEER'S REPORT

1. IDAHO CITY JANUARY 2021 WINN GRANT INVOICE #5448 FEBRUARY 2021-PAY REQUEST PACKAGE #4 **ACTION ITEM**

This was included in the bills list.

## 2. UPDATES

The mountain waterworks meeting was held today regarding the compliance with the wastewater facility. They wanted the city to be aware of all issues and concerns from DEQ. A meeting has been set up with DEQ to go over items to get compliant and focus on the next steps in regards to the facility itself. Depending on what DEQ recommends will be the deciding factor on what is going to happen. The city is working on making sure future growth is included in any upgrades to the facility.

## IV. OLD BUSINESS

1. ROGER JACKSON – AUSTIN SUBDIVISION ALLEY WAY

Roger Jackson was present to address the council in regards to the alleyway in the Austin subdivision again. There is a process for the city to give this over to the land owners. It will have to go through the vacation process. Linville once again has asked for a proposal from the landowners and then it can be done by ordinance. The property owners are responsible for bringing this to the council. Council has no issues with moving forward on this once it has been brought back to the council from the property owners. All the property owners need to be in agreement.

## V. NEW BUSINESS

1. IDAHO CITY ARTS COUNCIL, INC LEASE AGREEMENT **ACTION ITEM**

Secor made a motion to approve the lease agreement for two years with the Idaho City Arts Council, INC, seconded by Martin. Everhart had a few questions with the wording. Just wanted to make sure that is worded to reflect it will need to be addressed every two years. Clerk Ptak will change the wording, Secor made a new motion to approve the agreement with the changes reflecting the two-year renewal and allow the mayor to sign, seconded by Martin. 3 ayes.

## VI. ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. **ACTION ITEM**

## VII. COMMITTEE REPORTS

### A. PARKS & RECREATION COMMISSION

The mayor gave an update regarding the meeting to move forward on the USAD land use. It is still in the process and research is moving forward.

### B. HISTORIC PRESERVATION COMMISSION

None at this time.

### C. PLANNING & ZONING COMMISSION

Clerk Ptak updated in regards to no meeting last month, a letter was sent out to all members about the issues of showing up and having a quorum. The next meeting will be April 12, 2021. P&Z is getting busy and having a full quorum will be extremely important. Sand bays will be cleaned soon. She will have inmates to help out with some projects.

### D. IDAHO CITY CHAMBER OF COMMERCE

None at this time.

## VIII. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. **ACTION ITEM**

## IX. EMPLOYEE UPDATES

### A. PUBLIC WORKS

Public works director Tami Franklin gave an update on the issue on the grader. Many repairs needed. New water meters are installed. Ball fields and Rodeo Grounds restrooms will be opened up middle of April along with the RV Dump. Street signs have gone missing. Monthly samples have been taken. Streets will get swept soon; sweeper is functional. No hot mix quite yet. No camping signs are up. The sand trail to the rodeo grounds needs to have speed signs. Tami will look to make sure they are there; Chief Otter can enforce if they are there.

### B. LAW ENFORCEMENT

Chief Otter asked Attorney Linville about the easement and the use of signs, it is up to the city to use and maintain. Court is starting back up. A trailer is getting worked on for the speed sign. Traffic patrol has gone up.

The county is still waiting for paperwork in regards to the land swap with the city before they hand over surplus vehicles.

**C. CLERK/TREASURER'S OFFICE**

**1. MICROTECH IT PROPOSAL REVIEW WITH CITY OF IDAHO CITY**

Clerk Ptak gave the council an update on the proposals and answered questions. She stressed the importance of IT services. Attorney Linville suggests if any contract is accepted that it will be a one year,

**2. 21/22 BUDGET HEARING DATE**

The budget hearing is set up for September 22, 2021. The county will have someone new this year to do budgeting and the city will wait to do their final budget after getting hard numbers from the county. 2<sup>nd</sup> qtr report will be sent out soon, next week. The next council meeting will have a copy of the report. The city is doing well so far in regards to staying on track.

An update was given on water bills, all are looking good except for the sewer bill on Elk Creek. Longpre/Crawford account.

**X. COUNCIL UPDATES**

Secor gave an update on the Boise County Search and Rescue, they have approved their bylaws. It will be set up to be available for dispatch to contact them if and when needed. There will be more training and set up

**XI. MAYOR UPDATES**

Mayor Canody informed the council that Attorney Linville will be retiring end of June. He plans to help the city with request for proposals. Keeping in mind that the city will want to increase the budget for a new attorney. The council thanks Dick for everything he has done for the city.

**XII. CITIZEN COMMENTS**

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. In order to ensure adequate public notice, Idaho Law provides that any item requiring Council action must be placed on the agenda of an upcoming Council meeting, except for emergency circumstances. Comments related to future public hearings should be held for that public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Persons wishing to speak will have 5 minutes. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permitting.

**ADJOURNMENT 7:48pm**

ATTEST:

Date approved:

\_\_\_\_\_  
Nancy L Ptak, City Clerk-Treasurer

\_\_\_\_\_  
Phillip Canody, Mayor

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor:  
Phillip J Canody  
Council members:  
Tom Secor Jr  
Ken Everhart  
HD Hillyard  
David Martin

Chief of Police:  
Mark Otter  
Public Works:  
Tami Franklin  
Gene Bettys  
Dominick Nalley

City Clerk-Treasurer:  
Nancy Ling  
Deputy Clerk:  
Sue Robinson  
Janitorial  
Dale Rutter

511 Main Street  
PO Box 130  
Idaho City, ID 83631  
(208)392-4584  
[4cityfolk@gmail.com](mailto:4cityfolk@gmail.com)  
[idahocityclerk@gmail.com](mailto:idahocityclerk@gmail.com)  
[idahocitypublicworks@gmail.com](mailto:idahocitypublicworks@gmail.com)

# CITY OF IDAHO CITY

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## SPECIAL CITY COUNCIL MEETING

Thursday April 08, 2021

5:00 P.M

City Hall, 511 Main Street, Idaho City, ID 83631

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## MINUTES

CALL MEETING TO ORDER: Mayor Canody called the meeting to order at 5:00pm.

ROLL CALL: Martin, Everhart and Secor present. Hillyard absent.

PLEDGE OF ALLEGIANCE: Mayor Canody led the pledge of allegiance.

### I. NEW BUSINESS

#### A. IDAHO CITY REVERSE OSMOSIS PROJECT BID AWARD **ACTION ITEM**

Martin made a motion to award the bid project for Idaho City Reverse Osmosis Project to Cascade Enterprises, Inc in the amount of \$210,000, seconded by Everhart. 3 ayes.

#### B. ALLOW MAYOR TO SIGN NOTICE TO AWARD THE IDAHO CITY REVERSE OSMOSIS PROJECT BID **ACTION ITEM**

Everhart made a motion to allow the mayor to sign the notice to award the Idaho City Reverse Osmosis Project to Cascade Enterprises, Inc in the amount of \$210,000, seconded by Martin. 3 ayes.

ADJOURNMENT: 5:08 pm

ATTEST:

Date approved:

\_\_\_\_\_  
Nancy L Ptak, City Clerk-Treasurer

\_\_\_\_\_  
Phillip Canody, Mayor

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor:

Phillip J Canody

Council members:

Tom Secor Jr

Ken Everhart

HD Hillyard

David Martin

Chief of Police:

Mark Otter

Deputy officers:

Bryce Johnson

Mark Brunell

Janitor/part time office:

Eleanor Wolery

Public Works:

Tami Franklin

Gene Bettys

City Clerk-Treasurer:

Nancy Ling

Deputy Clerk:

Sue Robinson

511 Main Street

PO Box 130

Idaho City, ID 83631

(208)392-4584

[4cityfolk@gmail.com](mailto:4cityfolk@gmail.com)

[idahocityclerk@gmail.com](mailto:idahocityclerk@gmail.com)

[idahocitypublicworks@gmail.com](mailto:idahocitypublicworks@gmail.com)



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## Updated Venue Map and Event Checklist

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Paige Wilson [REDACTED]  
To: Nancy L Ptak <idahocityclerk@gmail.com>

Fri, Apr 9, 2021 at 12:53 PM

Hi Nancy!

Here is the updated venue map and Event Checklist that you requested for the upcoming City Council meeting. Let me know if you need anything else from me! Julia and I will be joining in on the zoom meeting on Wednesday for that meeting.

All the best,  
Paige Wilson



Paige Wilson, Events Coordinator

W: [thegoagency.com](http://thegoagency.com)



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### 4 attachments

 **Untitled presentation-3.pdf**  
337K

 **of Idaho.pdf**  
3533K

 **Stampede Release Liability Waiver.docx.pdf**  
107K

 **Idaho City Stampede Proof of Insurance.pdf**  
210K

City of Idaho City



## IDAHO CITY EVENT CHECKLIST

EVENT SPONSOR: The Go Agency  
DATE(S): June 12th, 2021  
EVENT NAME: The Idaho City Off-Road Stampede  
PERSON IN CHARGE: Paige Wilson & Julia Sanchez  
ADDRESS: 106 N 6th St. Boise ID, 83702  
PHONE: Daytime [REDACTED] Evenings Same as daytime

### 1. PARK POLICY

THE EVENT SPONSOR HAS READ THE IDAHO CITY PARK POLICY AND AGREES TO COMPLY AND TO SEE THAT EVENT PARTICIPANTS COMPLY WITH THE BEST OF THEIR ABILITIES.  
INITIAL HERE PW

### 2. EVENT DESCRIPTION

BRIEFLY DESCRIBE WHAT YOUR EVENT ENCOMPASSES:

Off-road Stampede includes forest Thru Run + venue games: WTV soccer, jumping, & barrel racing. Event hosts local vendors, & a beer garden as well.

### 3. SITE PLAN

ATTACH A SITE PLAN SHOWING THE EXACT LOCATION OF ALL THE DIFFERENT FUNCTIONS OR YOUR EVENT (I.E. SHOW PERFORMANCE SPACES; VENDOR AREAS; EMERGENCY SERVICES; TRASH RECEPTACLES; PORTA POTTIES; PROPOSED PARKING USES, ETC.)

### 4. EVENT HOURS

WHAT ARE THE DAILY HOURS OF OPERATION FOR YOUR EVENT?

June 12th, 2021 8AM-6PM

### 5. GENERATORS OR AMPLIFIED SOUND SYSTEMS

ARE YOU PROPOSING TO USE ELECTRICAL GENERATORS OR AMPLIFIED SOUND SYSTEMS?

☒ YES ☐ NO

IF SO, PLEASE SHOW THEIR LOCATIONS ON YOUR SITE PLAN AND DESCRIBE IN THE SPACE PROVIDED BELOW WHAT THEY WILL BE USED FOR AND WHAT PRECAUTIONS YOU ARE TAKING TO SEE THAT THEY ARE USED PROPERLY AND SAFELY.

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6. \*\*\*DESCRIBE BELOW YOUR PLANS FOR TRASH DISPOSAL. WHAT ARE YOUR PLANS FOR TRASH COLLECTION AND CONTAINMENT, RECEPTACLE LOCATIONS AND AFTER-EVENT CLEANUP?

Trash cans will be placed throughout venue site appropriately,  
and all garbage will be disposed of outside of Idaho City.

\*\*\*ITEMS 7, 8 AND 9 MUST BE PREAPPROVED BY THE CITY CHIEF OF POLICE AND INITIALED PRIOR TO SUBMITTAL TO THE CITY CLERK FOR COUNCIL REVIEW. \*\*\*

A FEE FOR COUNCIL APPROVED EVENTS WILL BE SET AT \$25.00 AN HOUR PER OFFICER TO COVER ADDITIONAL COVERAGE OF LAW ENFORCEMENT IF DEEMED NECESSARY. THE NUMBER OF HOURS FOR EVENTS WILL BE DETERMINED BY THE IDAHO CITY CHIEF OF POLICE.

7. \*\*\*DESCRIBE BELOW YOUR SECURITY PLAN AND YOUR EMERGENCY SERVICES PLAN FOR THE EVENT:

No security will be contracted for event. Local Sheriff's department  
& EMS will be notified & aware of event.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

8. \*\*\*DESCRIBE BELOW YOUR TRAFFIC CONTROL/PARKING PLAN:

At the rodeo grounds. We will have marked spacing for parking vehicles,  
loading zones, & EMS lanes. The entrance to the venue will have yield/  
stop signs around the venue for extra safety precautions.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

9. \*\*\*CONSUMPTION OR POSSESSION OF ALCOHOL

WILL ALCOHOL BE CONSUMED OR POSSESSED AT THE EVENT? ☒ YES ☐ NO

IF SO, IF MORE THAN A KEG OR THREE (3) CASES ARE POSSESSED BUT NOT OFFERED FOR SALE, A PERMIT MUST BE SECURED FROM THE CITY.

WILL THE ALCOHOL BE OFFERED FOR SALE? ☒ YES ☐ NO

IF YES, PROPER PERMITS MUST BE SECURED FROM THE STATE OF IDAHO AND THE CITY OF IDAHO CITY AND A DESIGNATED AREA FOR SALE AND CONSUMPTION IS REQUIRED. SHOW THE LOCATION OF THIS DESIGNATED AREA ON YOUR SITE PLAN.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

**10. PROOF OF INSURANCE**

ATTACH A COPY OF THE FORM SHOWING THE CITY OF IDAHO CITY AS CO-INSURED IN THE AMOUNT OF \$1,000,000.

**11. VENDOR PERMITS**

THE EVENT SPONSOR IS AWARE THAT ANY VENDOR WITHIN THEIR EVENT MUST HAVE A VENDOR'S PERMIT FROM THE CITY PRIOR TO CONDUCTING BUSINESS AND TAKES FULL RESPONSIBILITY HEREIN TO SEE THAT COMPLIANCE IS MET.

INITIAL HERE PW

**12. FOOD CONCESSIONS**

WILL YOU OR ANY OF YOUR VENDORS BE SERVING, SELLING, OR GIVING AWAY FOOD? ☒ YES ☐ NO

IF SO, THE PROPER PERMITS FROM THE CENTRAL DISTRICT HEALTH DEPARTMENT MUST BE SECURED.

**PARKS AND RECREATION FEE SCHEDULE**

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR CITY RECREATION FACILITIES AS FOLLOWS:

1. COMMERCIAL OR DEDICATED USE OF ANY CITY RECREATIONAL FACILITIES SHALL BE 5% OF GROSS PROCEEDS OR A MINIMUM CHARGE OF \$75.00 PER DAY PLUS 6% USE TAX.

THE FOLLOWING SECURITY DEPOSIT IS REQUIRED, REFUNDABLE IF RENTAL REQUIREMENTS ARE COMPLETED:

50 TO 99 PEOPLE \$50.00, 100 TO 249 PEOPLE \$100.00, 250 PEOPLE OR MORE \$300.00

EXCEPTIONS MAY BE SET BY THE CITY COUNCIL BASED ON RECOMMENDATION FROM THE IDAHO CITY PARKS AND RECREATION COMMISSION.

**VEDORS FEES**

1. VENDORS LICENSE DAILY FEE \$15.75.
2. VENDORS LICENSE DAILY FEES (NONPROFIT ORG.) \$7.35.
3. VENDORS LICENSE YEARLY FEE (NON-REFUNDABLE) \$52.50.
4. CARNIVAL OR PUBLIC ENTERTAINMENT WITH LESS THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE \$210.00.
5. CARNIVAL OR PUBLIC ENTERTAINMENT WITH MORE THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE SHALL BE \$21.00 PER CONCESSION, RIDE OR SIDESHOW.

AN ADDITIONAL EVENT LICENSE FEE MAY BE REQUIRED FOR CARNIVALS, PUBLIC ENTERTAINMENT, OR SPONSORED EVENTS IN AN AMOUNT APPROVED BY THE CITY COUNCIL AS MEETING THE CITY'S EXPENSES RELATED TO THE ACTIVITY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF PUBLIC WORKS AND POLICE.

A PERMITTEE FOR A CARNIVAL, PUBLIC ENTERTAINMENT, OR SPONSORED EVENT SHALL ESTABLISH FINANCIAL RESPONSIBILITY IN THE FORM OF AN INSURANCE POLICY ISSUED JOINTLY TO THE OWNER AND THE CITY OF IDAHO CITY IN THE MINIMUM AMOUNT OF ONE MILLION DOLLARS, SINGLE LIMIT.

#### COMMUNITY HALL RENTAL FEES

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR THE COMMUNITY HALL AS FOLLOWS:

1. NON-PROFIT GROUPS \$42.00 PER DAY PLUS (\$2.52) 6% USE TAX
2. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$84.00 FOR 5 OR FEWER HOURS PLUS (\$5.04) 6% USE TAX
3. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$157.50 FOR MORE THAN 5 HOURS PLUS (\$9.45) 6% USE TAX

A \$50.00 DEPOSIT REQUIRED; REFUNDABLE IF RENTAL AGREEMENT REQUIREMENTS ARE COMPLETED.

THE COUNCIL CAN WAIVE A PORTION OF THE FEE OR SET A MONTHLY USE FEE FOR GROUPS DESIRING TO USE THE HALL ON A SET SCHEDULE FOR A CLASS OR MULTI-DAY EVENT.

#### OFFICE USE ONLY:

ALL ATTACHMENTS AND/OR PERMITS AND FEES RECEIVED:

SITE PLAN \_\_\_\_\_

PROOF OF INSURANCE \_\_\_\_\_

ALCOHOL/CATERING PERMITS \_\_\_\_\_

VENDOR'S PERMITS \_\_\_\_\_

DATE EVENT CHECKLIST RECEIVED AND FOUND TO BE COMPLETE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

#### AFTER EVENT COMMENTS:

WAS THE SITE CLEANED UP PROPERLY IN A TIMELY FASHION? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

DID THE EVENT SPONSOR MEET ALL OF THEIR OBLIGATIONS AND RESPONSIBILITIES? ☐ YES ☐ NO

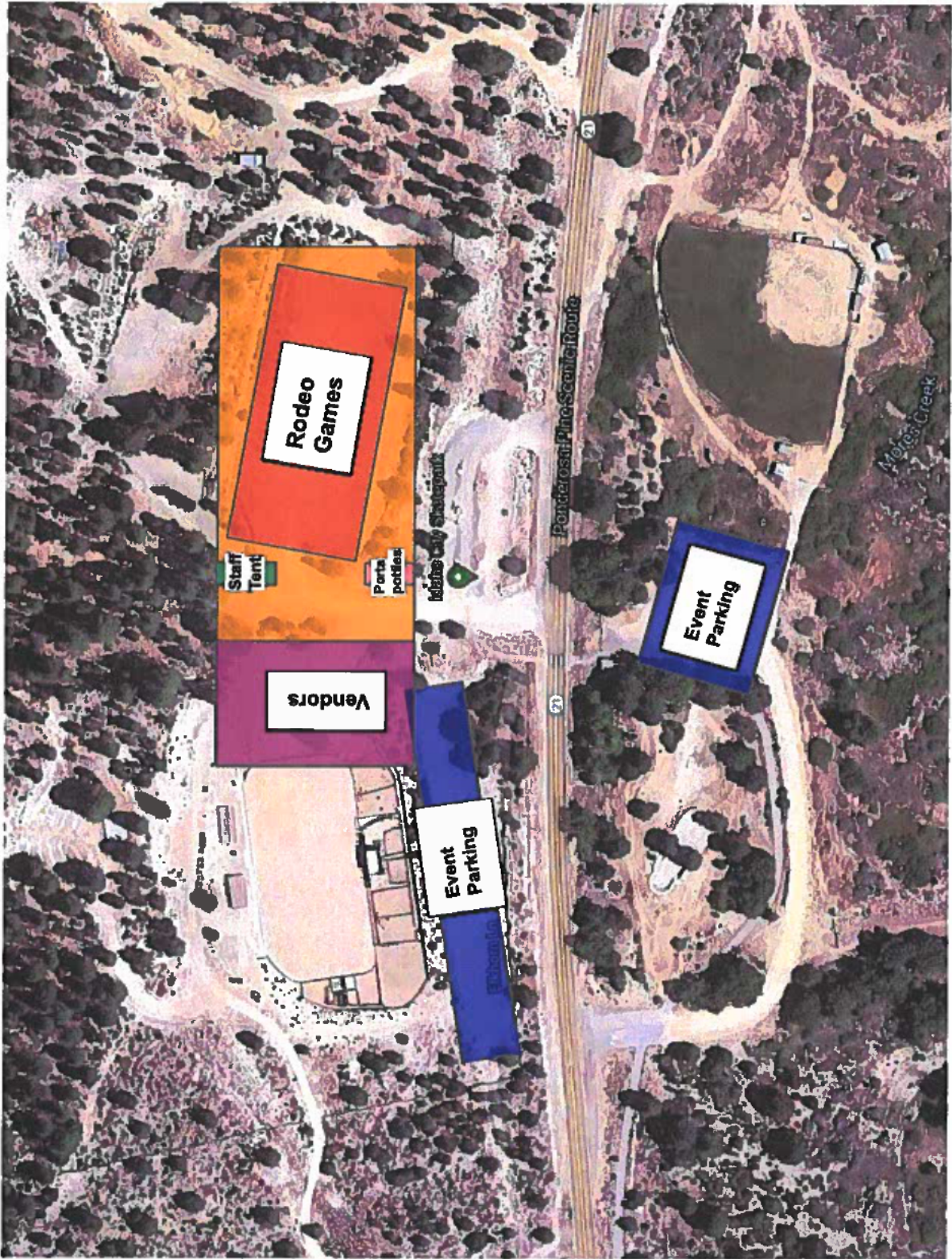
COMMENTS \_\_\_\_\_

SHOULD THIS PARTY BE ALLOWED TO USE CITY PROPERTY AGAIN? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

SIGNED: \_\_\_\_\_







## **RELEASE OF LIABILITY**

### **READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activities of The Off Road Stampede (Trail Trivia Ride, UTV Soccer, UTV Barrel Racing, and UTV Pinata Beatdown) organized by The Go Agency/GoOutLocal.com Inc., of 106 N. 6th Street, Boise, Idaho, 83702 and/or use of the property, facilities and services of The Go Agency/GoOutLocal.com Inc., I, \_\_\_\_\_, agree for myself and (if applicable) for the members of my family to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Go Agency/GoOutLocal.com Inc., or the employees, representatives or agents of The Go Agency/GoOutLocal.com Inc.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain risks associated with the above described activities and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge The Go Agency/GoOutLocal.com Inc. for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of The Go Agency/GoOutLocal.com Inc., whether caused by the fault or myself, my family, The Go Agency/GoOutLocal.com Inc. or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend The Go Agency/GoOutLocal.com Inc. against all claims, causes of action, damages, judgments, costs or expense, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of The Go Agency/GoOutLocal.com Inc.
4. **FEES.** I agree to pay for all damages to the facilities of The Go Agency/GoOutLocal.com Inc. caused by any negligent, reckless, or willful actions by me or my family.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under \_\_\_\_\_ Idaho law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that The Go Agency/GoOutLocal.com Inc. has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter or a specific term, language, or provision giving rise to such ambiguity.
8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
10. **EMERGENCY CONTACT.** In case of an emergency, please call (     ) -     . (Relationship:     ).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent or Guardian Signature (if under 18): \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Integrity Insurance</b> <b>2680 S Eagle Rd Ste 100</b> <b>Meridian, ID 83642</b>	<b>CONTACT NAME:</b> Brianna Harger
	<b>PHONE (A/C, No, Ext):</b> (208)949-2300 <b>FAX (A/C, No):</b> (208)949-2301
	<b>E-MAIL ADDRESS:</b> caleb@integrity-insurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> <b>AUTO OWNERS</b>
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**INSURED**  
  
**Go Out Local Com**  
**106 N 6th St Ste M4**  
**Boise, ID 83702-5980**

**COVERAGES****CERTIFICATE NUMBER:** 00013477-252465**REVISION NUMBER:** 30

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>54706-Add Ins</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5220721500	03/01/2020	03/01/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>exc</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Idaho City Stampede

**CERTIFICATE HOLDER**

Idaho City Stampede

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Nancy L Ptak <idahocityclerk@gmail.com>

---

## ICHF Yard Sale of Historic Proportions Event Checklist

---

Beth Wilson [REDACTED]  
To: idahocityclerk@gmail.com

Mon, Apr 12, 2021 at 11:35 AM

I will have our insurance agent get the certificate of insurance to you and Kurt at The Springs will get the beer permit.  
Thanks.  
Beth

---

 **CityChecklist.pdf**  
3492K



## IDAHO CITY EVENT CHECKLIST

EVENT SPONSOR: Idaho City Historical Foundation (ICHF)  
DATE(S): May 29 & 30, 2021  
EVENT NAME: Yard Sale of Historic Proportions  
PERSON IN CHARGE: Beth Wilson  
ADDRESS: PO Box 358 501 Montgomery, Idaho City, ID 83631  
PHONE: Daytime [REDACTED] Evenings same

### 1. PARK POLICY

THE EVENT SPONSOR HAS READ THE IDAHO CITY PARK POLICY AND AGREES TO COMPLY AND TO SEE THAT EVENT PARTICIPANTS COMPLY WITH THE BEST OF THEIR ABILITIES.

INITIAL HERE BW NA as event located within Brogan Park.

### 2. EVENT DESCRIPTION

BRIEFLY DESCRIBE WHAT YOUR EVENT ENCOMPASSES:

ICHF, along with any individuals wishing to participate, will have a yard sale. So it will be many yard sales in one place. ICHF will sell beer. We hope to have another non profit sell food. We may have live music or just background music. We may also have plants to sell.

### 3. SITE PLAN

ATTACH A SITE PLAN SHOWING THE EXACT LOCATION OF ALL THE DIFFERENT FUNCTIONS OR YOUR EVENT (I.E. SHOW PERFORMANCE SPACES; VENDOR AREAS; EMERGENCY SERVICES; TRASH RECEPTACLES; PORTA POTTIES; PROPOSED PARKING USES, ETC.)

### 4. EVENT HOURS

WHAT ARE THE DAILY HOURS OF OPERATION FOR YOUR EVENT?

10am to 4pm each day

### 5. GENERATORS OR AMPLIFIED SOUND SYSTEMS

ARE YOU PROPOSING TO USE ELECTRICAL GENERATORS OR AMPLIFIED SOUND SYSTEMS?

☒ YES ☐ NO

IF SO, PLEASE SHOW THEIR LOCATIONS ON YOUR SITE PLAN AND DESCRIBE IN THE SPACE PROVIDED BELOW WHAT THEY WILL BE USED FOR AND WHAT PRECAUTIONS YOU ARE TAKING TO SEE THAT THEY ARE USED PROPERLY AND SAFELY.

We may have live music on the bandshell or just play CDs through a sound system.



6. \*\*\*DESCRIBE BELOW YOUR PLANS FOR TRASH DISPOSAL. WHAT ARE YOUR PLANS FOR TRASH COLLECTION AND CONTAINMENT, RECEPTACLE LOCATIONS AND AFTER-EVENT CLEANUP?

We will have trash cans around the park. We have a trash bin behind the museum where all the trash can go and it will be picked up the following Wednesday

\*\*\*ITEMS 7, 8 AND 9 MUST BE PREAPPROVED BY THE CITY CHIEF OF POLICE AND INITIALED PRIOR TO SUBMITTAL TO THE CITY CLERK FOR COUNCIL REVIEW. \*\*\*

A FEE FOR COUNCIL APPROVED EVENTS WILL BE SET AT \$25.00 AN HOUR PER OFFICER TO COVER ADDITIONAL COVERAGE OF LAW ENFORCEMENT IF DEEMED NECESSARY. THE NUMBER OF HOURS FOR EVENTS WILL BE DETERMINED BY THE IDAHO CITY CHIEF OF POLICE.

7. \*\*\*DESCRIBE BELOW YOUR SECURITY PLAN AND YOUR EMERGENCY SERVICES PLAN FOR THE EVENT:

We feel this is a low impact event with just normal Memorial Day foot traffic and will be just a side event for people already visiting over the holiday.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

8. \*\*\*DESCRIBE BELOW YOUR TRAFFIC CONTROL/PARKING PLAN:

No roads will be closed. We will have signs showing the location of the community Hall parking lot. We anticipate that people will have already parked in town & are walk in traffic.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

9. \*\*\*CONSUMPTION OR POSSESSION OF ALCOHOL

WILL ALCOHOL BE CONSUMED OR POSSESSED AT THE EVENT? ☒ YES ☐ NO

IF SO, IF MORE THAN A KEG OR THREE (3) CASES ARE POSSESSED BUT NOT OFFERED FOR SALE, A PERMIT MUST BE SECURED FROM THE CITY.

WILL THE ALCOHOL BE OFFERED FOR SALE? ☒ YES ☐ NO

IF YES, PROPER PERMITS MUST BE SECURED FROM THE STATE OF IDAHO AND THE CITY OF IDAHO CITY AND A DESIGNATED AREA FOR SALE AND CONSUMPTION IS REQUIRED. SHOW THE LOCATION OF THIS DESIGNATED AREA ON YOUR SITE PLAN.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

#### 10. PROOF OF INSURANCE

ATTACH A COPY OF THE FORM SHOWING THE CITY OF IDAHO CITY AS CO-INSURED IN THE AMOUNT OF \$1,000,000.

#### 11. VENDOR PERMITS

THE EVENT SPONSOR IS AWARE THAT ANY VENDOR WITHIN THEIR EVENT MUST HAVE A VENDOR'S PERMIT FROM THE CITY PRIOR TO CONDUCTING BUSINESS AND TAKES FULL RESPONSIBILITY HEREIN TO SEE THAT COMPLIANCE IS MET.

INITIAL HERE DW

*We believe our yard sales fall within the vendors permit exemption. We are informing vendors if they are not a yard sale to get permits. Please let us know if this is not correct.*

#### 12. FOOD CONCESSIONS

WILL YOU OR ANY OF YOUR VENDORS BE SERVING, SELLING, OR GIVING AWAY FOOD? ☒ YES ☐ NO

*We hope to get a nonprofit to sell food and will tell them to get the right permits/compliance*

IF SO, THE PROPER PERMITS FROM THE CENTRAL DISTRICT HEALTH DEPARTMENT MUST BE SECURED.

#### PARKS AND RECREATION FEE SCHEDULE

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR CITY RECREATION FACILITIES AS FOLLOWS:

1. COMMERCIAL OR DEDICATED USE OF ANY CITY RECREATIONAL FACILITIES SHALL BE 5% OF GROSS PROCEEDS OR A MINIMUM CHARGE OF \$75.00 PER DAY PLUS 6% USE TAX.

THE FOLLOWING SECURITY DEPOSIT IS REQUIRED, REFUNDABLE IF RENTAL REQUIREMENTS ARE COMPLETED:

50 TO 99 PEOPLE \$50.00, 100 TO 249 PEOPLE \$100.00, 250 PEOPLE OR MORE \$300.00

EXCEPTIONS MAY BE SET BY THE CITY COUNCIL BASED ON RECOMMENDATION FROM THE IDAHO CITY PARKS AND RECREATION COMMISSION.

#### VEDORS FEES

1. VENDORS LICENSE DAILY FEE \$15.75.
2. VENDORS LICENSE DAILY FEES (NONPROFIT ORG.) \$7.35.
3. VENDORS LICENSE YEARLY FEE (NON-REFUNDABLE) \$52.50.
4. CARNIVAL OR PUBLIC ENTERTAINMENT WITH LESS THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE \$210.00.
5. CARNIVAL OR PUBLIC ENTERTAINMENT WITH MORE THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE SHALL BE \$21.00 PER CONCESSION, RIDE OR SIDESHOW.

AN ADDITIONAL EVENT LICENSE FEE MAY BE REQUIRED FOR CARNIVALS, PUBLIC ENTERTAINMENT, OR SPONSORED EVENTS IN AN AMOUNT APPROVED BY THE CITY COUNCIL AS MEETING THE CITY'S EXPENSES RELATED TO THE ACTIVITY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF PUBLIC WORKS AND POLICE.

A PERMITTEE FOR A CARNIVAL, PUBLIC ENTERTAINMENT, OR SPONSORED EVENT SHALL ESTABLISH FINANCIAL RESPONSIBILITY IN THE FORM OF AN INSURANCE POLICY ISSUED JOINTLY TO THE OWNER AND THE CITY OF IDAHO CITY IN THE MINIMUM AMOUNT OF ONE MILLION DOLLARS, SINGLE LIMIT.

#### COMMUNITY HALL RENTAL FEES

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR THE COMMUNITY HALL AS FOLLOWS:

1. NON-PROFIT GROUPS \$42.00 PER DAY PLUS (\$2.52) 6% USE TAX
2. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$84.00 FOR 5 OR FEWER HOURS PLUS (\$5.04) 6% USE TAX
3. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$157.50 FOR MORE THAN 5 HOURS PLUS (\$9.45) 6% USE TAX

A \$50.00 DEPOSIT REQUIRED; REFUNDABLE IF RENTAL AGREEMENT REQUIREMENTS ARE COMPLETED.

THE COUNCIL CAN WAIVE A PORTION OF THE FEE OR SET A MONTHLY USE FEE FOR GROUPS DESIRING TO USE THE HALL ON A SET SCHEDULE FOR A CLASS OR MULTI-DAY EVENT.

#### OFFICE USE ONLY:

ALL ATTACHMENTS AND/OR PERMITS AND FEES RECEIVED:

SITE PLAN \_\_\_\_\_

PROOF OF INSURANCE \_\_\_\_\_

ALCOHOL/CATERING PERMITS \_\_\_\_\_

VENDOR'S PERMITS \_\_\_\_\_

DATE EVENT CHECKLIST RECEIVED AND FOUND TO BE COMPLETE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

#### AFTER EVENT COMMENTS:

WAS THE SITE CLEANED UP PROPERLY IN A TIMELY FASHION? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

DID THE EVENT SPONSOR MEET ALL OF THEIR OBLIGATIONS AND RESPONSIBILITIES? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

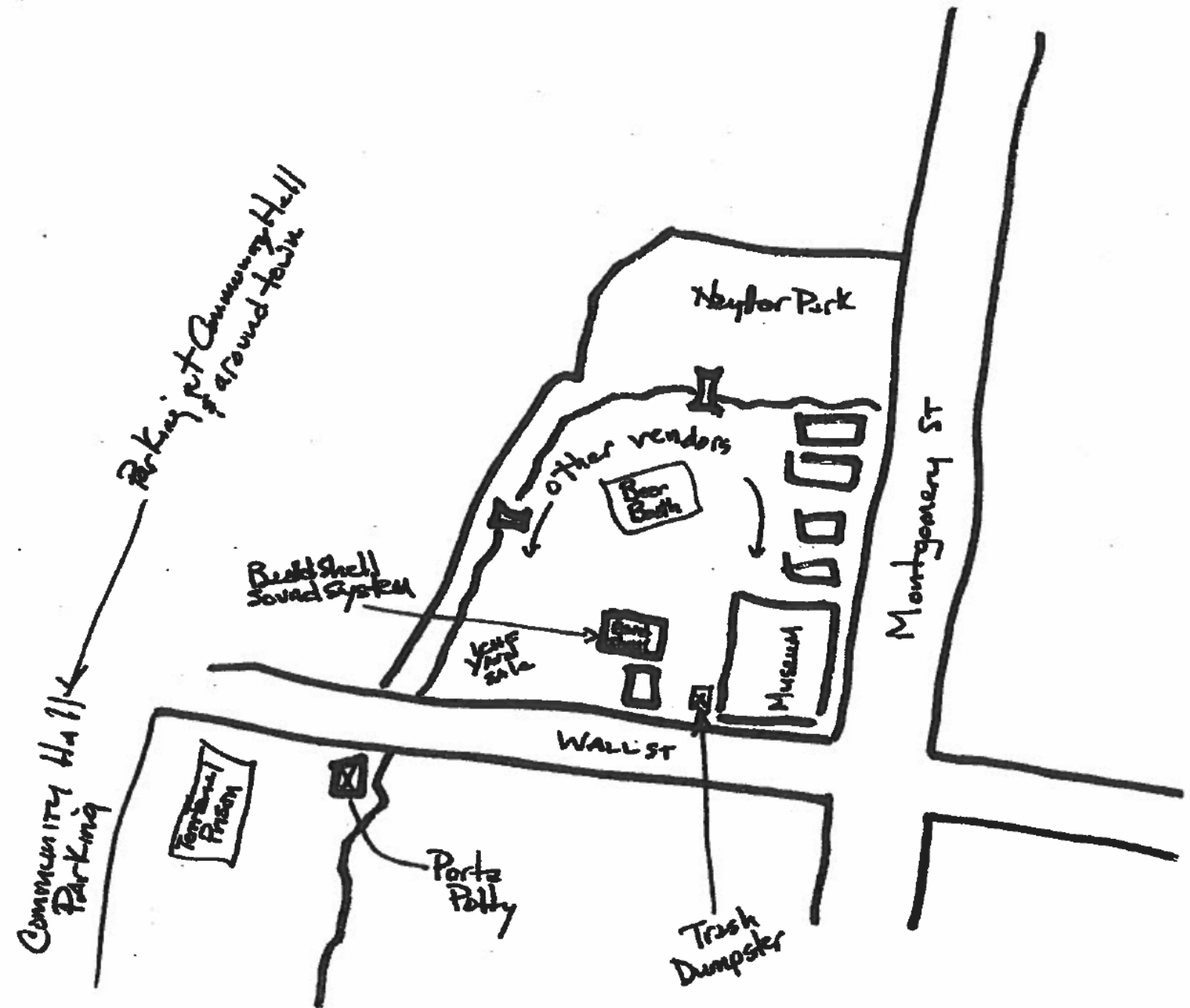
SHOULD THIS PARTY BE ALLOWED TO USE CITY PROPERTY AGAIN? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

SIGNED: \_\_\_\_\_

Idaho City Historical Foundation  
Yard Sale of Historic Proportions  
May 29 & 30, 2021

Location: Bragan Park, corner of Wall & Montgomery





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Jo Colombo	
Fuhrman Insurance		<b>PHONE (A/C, No, Ext):</b> 208-327-3400	<b>FAX (A/C, No):</b> 208-327-3462
9603 W Chinden Blvd		<b>E-MAIL ADDRESS:</b> jo@fuhrmanins.com	
Boise ID 83714		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> West American Ins Co	<b>NAIC #</b> 44393
<b>INSURED</b>		<b>INSURER B:</b>	
Idaho City Historical Foundation		<b>INSURER C:</b>	
PO Box 358		<b>INSURER D:</b>	
Idaho City ID 83631		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	BKW57989140	08/30/2020	08/30/2021	<b>EACH OCCURRENCE</b> \$ 1,000,000
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>					<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ 1,000,000
						<b>MED EXP (Any one person)</b> \$ 15,000
						<b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>					<b>GENERAL AGGREGATE</b> \$ 1,000,000
	<input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b>					<b>PRODUCTS - COMPI/OP AGG</b> \$ 1,000,000
	<b>OTHER:</b>					\$
	<b>AUTOMOBILE LIABILITY</b>					<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> <b>ANY AUTO</b>					<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> <b>OWNED AUTOS ONLY</b>					<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> <b>HIRED AUTOS ONLY</b>					<b>PROPERTY DAMAGE (Per accident)</b> \$
	<input type="checkbox"/> <b>SCHEDULED AUTOS</b>					\$
	<input type="checkbox"/> <b>NON-OWNED AUTOS ONLY</b>					\$
	<b>UMBRELLA LIAB</b>					<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b>					<b>AGGREGATE</b> \$
	<input type="checkbox"/> <b>OCCUR</b>					\$
	<input type="checkbox"/> <b>CLAIMS-MADE</b>					\$
	<b>DED</b> <b>RETENTION \$</b>					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<b>PER STATUTE</b> <b>OTH-ER</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory in NH)	Y/N	N/A			<b>E.L. EACH ACCIDENT</b> \$
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>					<b>E.L. DISEASE - EA EMPLOYEE</b> \$
						<b>E.L. DISEASE - POLICY LIMIT</b> \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: Location #1, 501 Montgomery

The City of Idaho City is listed as Additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Idaho City

PO Box 130

Idaho City ID 83631

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Colombo

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## NOTICE OF AWARD

**Date of Issuance:**

Owner: City of Idaho City Owner's Contract No.:  
Engineer: Mountain Waterworks, Inc. Engineer's Project No.: 234.0030  
Project: Idaho City R.O. Drinking Water Improvements Contract Name:  
Bidder: Cascade Enterprises, Inc.  
Bidder's Address: 8067 Mossy Cup, Boise, ID 83709

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [ April 7, 2021 ] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Idaho City R.O. Drinking Water Improvements

The Contract Price of the awarded Contract is: \$ 210,000.00

[ 1 ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [ 1 ] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

  
Authorized Signature

By: Philip Canody

Title: Mayor

Copy: Engineer

April 7, 2021

City of Idaho City  
The Honorable Philip Canody, Mayor  
Submitted electronically

**Subject: R.O. Drinking Water Improvements, 234.0030**

Dear Mayor Canody,

On April 7, 2021, three responsive bids were received from qualified public works contractors to complete the R.O. Drinking Water Improvements project.

Mountain Waterworks has reviewed the bids, and Cascade Enterprises, Inc. submitted a responsive low bid in the amount of \$210,000.00. The bid received is attached to this letter.

Mountain Waterworks reviewed Cascade Enterprises, Inc.'s bid package for completeness, and all bid requirements were met. Mountain Waterworks recommends that the City of Idaho City accept the bid from Cascade Enterprises, Inc. and move forward with the award process.

Please contact me with questions or comments.

Sincerely,

**Mountain Waterworks, Inc.**

Ed Stowe, P.E.  
Project Manager

Attached: Cascade Enterprises, Inc.'s Bid



April 11, 2021

To: City of Idaho City Council

From: The Idaho City Historical Foundation

RE: Land Exchange Proposal Block B Idaho City Townsite

As you know, a recent survey of Block B performed by Marks Land Surveying disclosed that the Idaho Territorial Prison owned by the Idaho City Historical Foundation is located on land the City of Idaho City owns and that the storage shed used by the East Boise County Ambulance District, a tenant of the City's, is located on land that the Foundation owns.

We propose that the City of Idaho City and the Idaho City Historical Foundation enter into a land exchange so that the Foundation will own the land where the Territorial Prison is located and can continue to protect and preserve this historic building and the City in turn will own the land where the storage shed is located and will also gain a strip of land between the City Maintenance Shop and Wall Street.

Both parcels have been surveyed and we are attaching a letter of valuation by licensed realtor Robert Swintz attesting that the two parcels are of equal value.  
Thank you for considering our proposal.

Sincerely,

Beth A Wilson  
President

Enc.

**Idaho City Historical Foundation, Inc., PO Box 358, Idaho City, ID 83631**

President: Beth Wilson, Vice President: Marcy Moore, Secretary: Barbara McClain, Treasurer: John Roberts.

Directors: Rosemary Powers Arbinger, Wayne Bushnell, Ashley Elliott, Kurt Gindling, Tom Glass, Kay Jackson, Trudy Jackson, Chris Juszczak, Susie Osgood, Linda Strohmeyer and Charlotte Watson.

ICHF is a 501(c) (3) nonprofit organization. Contributions to ICHF in the United States are tax-exempt to the extent provided by law.

Robert Swintz  
PO Box 140525  
Garden City, ID 83714

Ms Wilson  
Idaho City Historical Foundation, Inc.  
PO Box 358  
Idaho City, ID 83631

03/22/21

Dear Ms Wilson:

This letter summarizes my opinion on the relative values of the two parcels that we have discussed, one owned by Idaho City and the other owned by the Idaho City Historical Foundation. As we have also discussed, I am not providing an opinion of a dollar value of the parcels, just an opinion of their relative values.

Attached is the map of the Record of Survey that you have provided. In this letter I will reference the numbers written and circled on the map. Also attached are the legal descriptions that you have provided me.

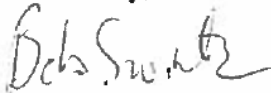
From our discussion and the survey, it is my understanding that the entities currently own the following parcels:

- 1) The Foundation owns two Parcels, #1 & #2, totaling 0.12 acres.
- 2) Idaho City owns Parcel #6, totaling 0.13 acres.

Given that the parcels being considered in an exchange are nearly identical in size, and that they are in the same location, on the same street, it is my determination that the market would not interpret a difference between the two, in terms of price.

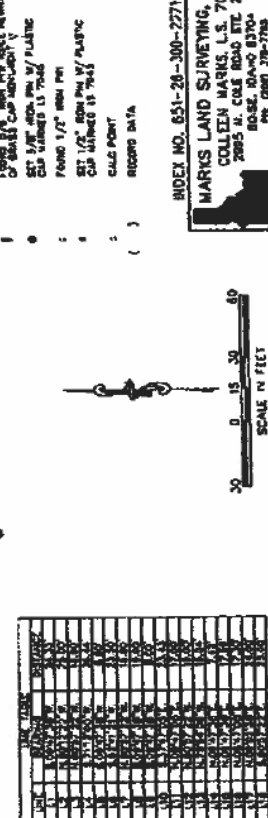
As a result, it is my conclusion that they are equal in value for purposes of the proposed exchange.

Sincerely,



Bob Swintz  
Associate Broker  
Mountain Realty  
Boise, Idaho

PARCELS OF LAND BEING PORTIONS OF LOTS 2, 3, 5, 6 & 7, BLOCK 8,  
TOWNSITE OF IDAHO CITY, INSTRUMENT NO. 22715,  
BOISE COUNTY, IDAHO, AND LYING IN THE SW1/4 OF SECTION 26,  
T.8N., R.5E., BOISE MERIDIAN, IDAHO CITY, BOISE COUNTY, IDAHO  
2021



ONE IS TO CERTIFY THAT COLLEEN MARLER, BEING A REGISTERED  
LABOR SUBJECT IN THE STATE OF CALIF., MONEY ATTIST THAT HAS  
AN ACCURATE REPRESENTATION OF SLAVEY AS MADE BY ME AND  
IS IN COMPLIANCE WITH THE CORNER PERPETRATION AND FILING ACT  
DANA CODE 82-1801 THROUGH 82-1811



THE FOLLOWING DATA WAS USED TO DETERMINE THE PROPERTY BOARDINGS AS SHOWN HEREON.

THE FOLLOWING DATA WAS USED TO OBTAIN THE PROPERTY BOUNDARIES AS SHOWN HEREON.

1. 1890 CENSUS MAPS, 1890, 1900, 1910, 1920, 1930, 1940, 1950, 1960, 1970, 1980, 1990, 2000, 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080, 2090, 2100, 2110, 2120, 2130, 2140, 2150, 2160, 2170, 2180, 2190, 2200, 2210, 2220, 2230, 2240, 2250, 2260, 2270, 2280, 2290, 2300, 2310, 2320, 2330, 2340, 2350, 2360, 2370, 2380, 2390, 2400, 2410, 2420, 2430, 2440, 2450, 2460, 2470, 2480, 2490, 2500, 2510, 2520, 2530, 2540, 2550, 2560, 2570, 2580, 2590, 2600, 2610, 2620, 2630, 2640, 2650, 2660, 2670, 2680, 2690, 2700, 2710, 2720, 2730, 2740, 2750, 2760, 2770, 2780, 2790, 2800, 2810, 2820, 2830, 2840, 2850, 2860, 2870, 2880, 2890, 2900, 2910, 2920, 2930, 2940, 2950, 2960, 2970, 2980, 2990, 3000, 3010, 3020, 3030, 3040, 3050, 3060, 3070, 3080, 3090, 3100, 3110, 3120, 3130, 3140, 3150, 3160, 3170, 3180, 3190, 3200, 3210, 3220, 3230, 3240, 3250, 3260, 3270, 3280, 3290, 3300, 3310, 3320, 3330, 3340, 3350, 3360, 3370, 3380, 3390, 3400, 3410, 3420, 3430, 3440, 3450, 3460, 3470, 3480, 3490, 3500, 3510, 3520, 3530, 3540, 3550, 3560, 3570, 3580, 3590, 3600, 3610, 3620, 3630, 3640, 3650, 3660, 3670, 3680, 3690, 3700, 3710, 3720, 3730, 3740, 3750, 3760, 3770, 3780, 3790, 3800, 3810, 3820, 3830, 3840, 3850, 3860, 3870, 3880, 3890, 3900, 3910, 3920, 3930, 3940, 3950, 3960, 3970, 3980, 3990, 4000, 4010, 4020, 4030, 4040, 4050, 4060, 4070, 4080, 4090, 4100, 4110, 4120, 4130, 4140, 4150, 4160, 4170, 4180, 4190, 4200, 4210, 4220, 4230, 4240, 4250, 4260, 4270, 4280, 4290, 4300, 4310, 4320, 4330, 4340, 4350, 4360, 4370, 4380, 4390, 4400, 4410, 4420, 4430, 4440, 4450, 4460, 4470, 4480, 4490, 4500, 4510, 4520, 4530, 4540, 4550, 4560, 4570, 4580, 4590, 4600, 4610, 4620, 4630, 4640, 4650, 4660, 4670, 4680, 4690, 4700, 4710, 4720, 4730, 4740, 4750, 4760, 4770, 4780, 4790, 4800, 4810, 4820, 4830, 4840, 4850, 4860, 4870, 4880, 4890, 4900, 4910, 4920, 4930, 4940, 4950, 4960, 4970, 4980, 4990, 5000, 5010, 5020, 5030, 5040, 5050, 5060, 5070, 5080, 5090, 5100, 5110, 5120, 5130, 5140, 5150, 5160, 5170, 5180, 5190, 5200, 5210, 5220, 5230, 5240, 5250, 5260, 5270, 5280, 5290, 5300, 5310, 5320, 5330, 5340, 5350, 5360, 5370, 5380, 5390, 5400, 5410, 5420, 5430, 5440, 5450, 5460, 5470, 5480, 5490, 5500, 5510, 5520, 5530, 5540, 5550, 5560, 5570, 5580, 5590, 5600, 5610, 5620, 5630, 5640, 5650, 5660, 5670, 5680, 5690, 5700, 5710, 5720, 5730, 5740, 5750, 5760, 5770, 5780, 5790, 5800, 5810, 5820, 5830, 5840, 5850, 5860, 5870, 5880, 5890, 5900, 5910, 5920, 5930, 5940, 5950, 5960, 5970, 5980, 5990, 6000, 6010, 6020, 6030, 6040, 6050, 6060, 6070, 6080, 6090, 6100, 6110, 6120, 6130, 6140, 6150, 6160, 6170, 6180, 6190, 6200, 6210, 6220, 6230, 6240, 6250, 6260, 6270, 6280, 6290, 6300, 6310, 6320, 6330, 6340, 6350, 6360, 6370, 6380, 6390, 6400, 6410, 6420, 6430, 6440, 6450, 6460, 6470, 6480, 6490, 6500, 6510, 6520, 6530, 6540, 6550, 6560, 6570, 6580, 6590, 6600, 6610, 6620, 6630, 6640, 6650, 6660, 6670, 6680, 6690, 6700, 6710, 6720, 6730, 6740, 6750, 6760, 6770, 6780, 6790, 6800, 6810, 6820, 6830, 6840, 6850, 6860, 6870, 6880, 6890, 6900, 6910, 6920, 6930, 6940, 6950, 6960, 6970, 6980, 6990, 7000, 7010, 7020, 7030, 7040, 7050, 7060, 7070, 7080, 7090, 7100, 7110, 7120, 7130, 7140, 7150, 7160, 7170, 7180, 7190, 7200, 7210, 7220, 7230, 7240, 7250, 7260, 7270, 7280, 7290, 7300, 7310, 7320, 7330, 7340, 7350, 7360, 7370, 7380, 7390, 7400, 7410, 7420, 7430, 7440, 7450, 7460, 7470, 7480, 7490, 7500, 7510, 7520, 7530, 7540, 7550, 7560, 7570, 7580, 7590, 7600, 7610, 7620, 7630, 7640, 7650, 7660, 7670, 7680, 7690, 7700, 7710, 7720, 7730, 7740, 7750, 7760, 7770, 7780, 7790, 7800, 7810, 7820, 7830, 7840, 7850, 7860, 7870, 7880, 7890, 7900, 7910, 7920, 7930, 7940, 7950, 7960, 7970, 7980, 7990, 8000, 8010, 8020, 8030, 8040, 8050, 8060, 8070, 8080, 8090, 8100, 8110, 8120, 8130, 8140, 8150, 8160, 8170, 8180, 8190, 8200, 8210, 8220, 8230, 8240, 8250, 8260, 8270, 8280, 8290, 8300, 8310, 8320, 8330, 8340, 8350, 8360, 8370, 8380, 8390, 8400, 8410, 8420, 8430, 8440, 8450, 8460, 8470, 8480, 8490, 8500, 8510, 8520, 8530, 8540, 8550, 8560, 8570, 8580, 8590, 8600, 8610, 8620, 8630, 8640

**MARKS LAND SURVEYING, LLC**  
COLLEEN MARKS, L.S. 7045  
2005 N. COLE ROAD STE 240  
BO-SE, MO-63704  
417-200-1783

PAGE 1 OF 2



Part of NE1/4 Lot 6, Block B  
Townsite of Idaho City

A parcel of land being a portion of the NE1/4 of Lot 6, Block B, Townsite of Idaho City, as recorded under Instrument No. 22715, records of Boise County, Idaho and lying in a portion of the SW1/4 of Section 26, T.6N., R.5E., Boise Meridian, Boise County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8" iron pin marking the NW Corner of said Lot 6, Block B, Townsite of Idaho City, as recorded under Instrument No. 22715, records of Boise County, Idaho and lying in a portion of the SW1/4 of Section 26, T.6N., R.5E., Boise Meridian, Boise County, Idaho; thence S.06°26'03"W. 111.00 feet to a point marking the midpoint along the westerly boundary of said Lot 6, Block B, Townsite of Idaho City; thence S.81°04'50"E. 92.26 feet to a point marking the SW Corner of the said NE1/4 of Lot 6, Block B, Townsite of Idaho City, said point also marking THE REAL POINT OF BEGINNING;

thence N.08°53'34"E. 7.82 feet along the westerly boundary of the said NE1/4 of Lot 6, Block B, Townsite of Idaho City to a point;

thence S.84°03'43"E. 38.97 feet to a 1/2" iron pin;

thence S.08°36'40"W. 9.85 feet to a point;

thence N81°04'50"W. 38.97 feet to the point of beginning, containing 344 square feet, more or less.

SUBJECT TO AND/OR TOGETHER WITH:

Any easements and/or rights of way of record or in use.



*Colleen Marks*

RD File> C:\Users\cmark\Desktop\SECOR CITY BLA 2 12-31-2020\2-SECOR CITY BLA 2\DWG

Point No	Bearing	Distance	Northing	Easting	Description
16			9959.34	9450.58	
	S 84°03'43" E	38.97			
104			9955.31	9489.34	
	S 08°36'40" W	9.85			
18			9945.58	9487.87	
	N 81°04'50" W	38.97			
10			9951.62	9449.37	
	N 08°53'34" E	7.82			
16			9959.34	9450.58	

Closure Error Distance> 0.0000

Total Distance Inversed> 95.61

Area: 344 Sq. Feet, 0.0079 Acres

①

Hust-Co

Part of NE1/4 Lot 6, Block B  
Townsite of Idaho City

A parcel of land being a portion of Lot 6, Block B, Townsite of Idaho City, as recorded under Instrument No. 22715, records of Boise County, Idaho and lying in a portion of the SW1/4 of Section 26, T.6N., R.5E., Boise Meridian, Boise County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8" iron pin marking the NW Corner of said Lot 6, Block B, Townsite of Idaho City, as recorded under Instrument No. 22715, records of Boise County, Idaho and lying in a portion of the SW1/4 of Section 26, T.6N., R.5E., Boise Meridian, Boise County, Idaho; thence S.80°57'22"E. 156.02 feet along the northerly boundary of said Lot 6, Block B, Townsite of Idaho City to a 1/2" iron pin, said pin marking THE REAL POINT OF BEGINNING;

SE  
thence continuing along the said northerly boundary of Lot 6, Block B, Townsite of Idaho City, N.80°57'22"W. 31.98 feet to a 1/2" iron pin marking the NE Corner of said Lot 6, Block B, Townsite of Idaho City;

thence S.09°47'38"W. 110.50 feet along the easterly boundary of said Lot 6, Block B, Townsite of Idaho City to a point marking the midpoint along said easterly boundary of Lot 6, Block B, Townsite of Idaho City;

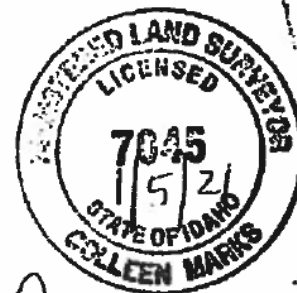
thence leaving the said easterly boundary of Lot 6, Block B, Townsite of Idaho City, N.81°04'50"W. 50.27 feet to a point;

thence N.08°36'40"E. 9.85 feet to a 1/2" iron pin;

thence N.20°09'56"E. 102.68 feet to the point of beginning, containing 0.11 acres, more or less.

SUBJECT TO AND/OR TOGETHER WITH:

Any easements and/or rights of way of record or in use.



*Colleen Marks*

Inverse With Area

Mon Jan 4 23:22:02 2021

CRD File> C:\Users\cmark\Desktop\SECOR CITY BLA 2 12-31-2020\2-SECOR CITY BLA 2\DWG

PntNo	Bearing	Distance	Northing	Easting	Description
98			10051.70	9524.74	
	S 80°57'22" E	31.98			
73			10046.67	9556.32	F12
	S 09°47'38" W	110.50			
41			9937.78	9537.53	
	N 81°04'50" W	50.27			
28			9945.58	9487.87	
	N 08°36'40" E	9.85			
204			9955.31	9489.34	
	N 20°09'56" E	102.68			
98			10051.70	9524.74	

Closure Error Distance> 0.0000

Total Distance Inversed> 305.28

Area: 4647 Sq. Feet, 0.1067 Acres

*Host - City*  
*#2*

Part of NW1/4 Lot 6, Block B  
Townsite of Idaho City

A parcel of land being a portion of the NW1/4 of Lot 6, Block B, Townsite of Idaho City, as recorded under Instrument No. 22715, records of Boise County, Idaho and lying in a portion of the SW1/4 of Section 26, T.6N., R.5E., Boise Meridian, Boise County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8" iron pin marking the NW Corner of said Lot 6, Block B, Townsite of Idaho City, as recorded under Instrument No. 22715, records of Boise County, Idaho and lying in a portion of the SW1/4 of Section 26, T.6N., R.5E., Boise Meridian, Boise County, Idaho; thence S.80°57'22"E. 38.02 feet along the northerly boundary of said Lot 6, Block B, Townsite of Idaho City to a 1/2" iron pin, said pin marking THE REAL POINT OF BEGINNING;

thence continuing along the said northerly boundary of Lot 6, Block B, Townsite of Idaho City, N.80°57'22"W. 59.00 feet to a point marking the NE Corner of the said NW1/4 of Lot 6, Block B, Townsite of Idaho City;

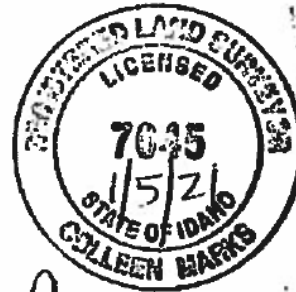
thence S.08°53'34"W. 102.87 feet along the easterly boundary of the said NW1/4 of Lot 6, Block B, Townsite of Idaho City to a point;

N.84°03'43"W. 48.97 feet to a 1/2" iron pin;

thence N.03°25'41"E. 106.03 feet to the point of beginning, containing 0.13 acres, more or less.

SUBJECT TO AND/OR TOGETHER WITH:

Any easements and/or rights of way of record or in use.



*Colleen Marks*



Inverse With Area

Mon Jan 4 21:30:59 2021

CRD File> C:\Users\cmark\Desktop\SECOR CITY BLA 2 12-31-2020\2-SECOR CITY BLA 2\DW

PntNo	Bearing	Distance	Northing	Easting	Description
99			10070.25	9408.21	
	S 80°57'22" E	59.00			
72			10060.97	9466.48	
	S 08°53'34" W	102.87			
96			9959.34	9450.58	
	N 84°03'43" W	48.97			
95			9964.41	9401.87	
	N 03°25'41" E	106.03			
99			10070.25	9408.21	
Closure Error Distance> 0.0000					
Total Distance Inversed> 316.87					

Area: 5628 Sq. Feet, 0.1292 Acres

City - Hist  
(6)

**CITY OF IDAHO CITY  
STATE OF IDAHO**

**2021 NO. 8  
RETAIL ALCOHOLIC BEVERAGE LICENSE**

This is to Certify that **JAMIE MARIE KANNO BROWN**

Doing business as **THE LOBBY COFFEE**

At **215 MONTGOMERY STREET  
P. O. BOX 1051  
IDAHO CITY, IDAHO 83631**

a(n) Retail Business, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Council in regard to sale of Alcoholic Beverages and Ordinances passed by the Council of the City of Idaho City, on file in the Office of the City Clerk at the Idaho City Hall, Idaho City, Idaho, Boise County.

Beer XX

Retail Liquor

Retail Wine XX

Wine by the Drink

Beer to be consumed on the premises

Expires August 31, 2021, Midnight.

Beer not to be consumed on the premises \$75.00

Witness my hand and seal this \_\_\_\_\_ day of

Wine to be consumed on the premises

\_\_\_\_\_, 2020.

Wine not to be consumed on the premises \$75.00

Liquor

\_\_\_\_\_  
PHILLIP J. CANODY, MAYOR

Transfer fee

ATTEST:

Total Fee \$150.00

\_\_\_\_\_  
NANCY L. PTAK, CLERK-TREASURER



**CITY OF IDAHO CITY  
STATE OF IDAHO**

**2021 NO. 8  
RETAIL ALCOHOLIC BEVERAGE LICENSE**

This is to Certify that **JAMIE MARIE KANNO BROWN**

Doing business as **THE LOBBY COFFEE**

At **215 MONTGOMERY STREET  
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Beer XX

Retail Liquor

Retail Wine XX

Wine by the Drink

Beer to be consumed on the premises

Expires August 31, 2021, Midnight.

Beer not to be consumed on the premises \$75.00

Witness my hand and seal this \_\_\_\_\_ day of

Wine to be consumed on the premises

\_\_\_\_\_, 2020.

Wine not to be consumed on the premises \$75.00

Liquor

\_\_\_\_\_  
PHILLIP J. CANODY, MAYOR

Transfer fee

ATTEST:

Total Fee \$150.00

\_\_\_\_\_  
NANCY L. PTAK, CLERK-TREASURER



**CITY OF IDAHO CITY  
LIQUOR LICENSE APPLICATION FOR 2021**

Date Rcvd: 4-1-21  
Receipt # 166  
Amt. Rcvd:  
\$150.00

New (complete entire application)

Renewal (complete Section A, note only changes  
or modifications in the rest of the application; sign and return)

**SECTION A:**

Name of Applicant: Jamie Marie Kanpro Brown

Name of Business: The Lobby Coffee

Describe your business: ☒ retail business ☐ bar only ☐ restaurant only ☐ bar/restaurant combination

Mailing & Physical Address: PO Box 1051 215 Montgomery St

Phone No.: [REDACTED]

Indicate Licenses needed: Beer consumed on premises \$150.00 \_\_\_\_\_

Beer not consumed on premises \$ 75.00 X

Wine consumed on premises \$150.00 \_\_\_\_\_

Wine not consumed on premises \$ 75.00 X

Liquor \$400.00 \_\_\_\_\_

License Transfer \$ 25.00 \_\_\_\_\_

**Total Enclosed** \$ 150.00

**SECTION B:**

Social Security # [REDACTED] Federal ID # [REDACTED] State ID # [REDACTED]

If premises are not owned by the applicant, attach copy of lease or other evidence whereby the applicant is entitled to possession of the property.

If application is for a partnership, indicate if it is a ☐ general or ☐ limited partnership. List the names and addresses of all partners:

If application is for a corporation, list the officers, directors and principal stockholders of the corporation.

Names and addresses of all persons who have any financial interest in the business (if not listed above):

I certify that the information supplied above is correct to the best of my knowledge. Within 30 days of the City's receipt of this application I will submit proof that the corresponding licenses from the State and County have been obtained. I further certify that the business named above will comply with all State, County and City laws, ordinances and regulations concerning said sales and in case of revocation of any State or County license the corresponding City license will be surrendered immediately to the City Clerk of Idaho City.

Jamie M Kanpro  
Signature of Applicant

Owner  
Title

4/1/2021  
Date

2021

BOISE COUNTY  
STATE OF IDAHO

No. 35

## RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT

doing business as

JAMIE KANNO BROWN

THE LOBBY COFFEE

at

215 MONTGOMERY ST. IDAHO CITY, ID 83631

a(n) SOLE PROPRIETOR

, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Boise County Courthouse, Idaho City, Idaho.

dated: Beer: 08/30/2004 Retail Liquor: 08/30/2004

Retail Wine: 08/30/2004

Wine By Drink: 08/30/2004

Wine Sunday: 08/30/2004

Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to be consumed on premises	25.00
Retail Liquor- 35	0.00
Retail Wine	100.00
Wine by the Drink	0.00
Special Wine (Sunday)	0.00
<b>TOTAL FEE:</b>	<b>125.00</b>

(SEAL)  
Clerk of the Board of County Commissioners

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 09/01/2020  
and EXPIRES 08/31/2021.

Witness my hand and seal this 30th day of March, 2021.

Chairman

Commissioner

Commissioner



# State of Idaho

## Idaho State Police

Cycle Tracking Number: 124571

Premises Number: 6B-30688

### Retail Alcohol Beverage License

License Year: 2021

License Number: 30688

*This is to certify, that*      **Jamie Marie Kanno Brown**  
*doing business as:*      **The Lobby Coffee**

*is licensed to sell alcoholic beverages as stated below at:*  
**215 Montgomery St, Idaho City, Boise County**

*Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.*  
*County and city licenses are also required in order to operate.*

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

Signature of Licensee, Corporate Officer, LLC Member or Partner

**JAMIE MARIE KANNO BROWN**  
**THE LOBBY COFFEE**  
**PO BOX 1031**

**IDAHO CITY, ID 83631**

*Mailing Address*

**TOTAL FEE: \$150.00**

**License Valid: 03/18/2021 - 08/31/2021**

**Expires: 08/31/2021**



# Idaho Power

read by title only

- 1) ~~1<sup>st</sup> reading on the 10th~~
- 2) ~~published in Idaho World (condensed)~~  
~~run once 17th~~
- 3) Adopt the 14th of April
- 4 final publish 21st  
becomes in effect

needs to by July 9th

Idaho Power ~~needs~~  
and reimburse city for  
publications



ORDINANCE NO. 363

“AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF IDAHO CITY, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN (10) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.”

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO CITY, IDAHO THAT;

SECTION 1. The City of Idaho City, Idaho (hereinafter called the “City”) hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the “Grantee”) the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of ten (10) years from and after \_\_\_\_\_ (the effective date of this ordinance), however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City’s requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee’s electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City's request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said poles and facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 6. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing

General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Idaho City shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 8. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 9. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to one percent (1%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 10. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City's streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.



SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Idaho City, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance No. 252, dated July 26, 1996, shall terminate upon the effective date of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on \_\_\_\_\_.

PASSED AND ADOPTED by the Council of the City of Idaho City this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Adam Richins  
SVP & Chief Operating Officer

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

## **Subscription Services Addendum**

This Subscription Services Addendum (this "**SSA**") is entered into between WatchGuard Video, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [ ] (the "**MCA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

**1. Addendum.** This SSA governs Customer's purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement. Additional Subscription Service-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer. "**Subscription Services**" means subscription-based software Products.

### **2. Delivery of Subscription Services.**

**2.1. Delivery.** During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of the Agreement, subject to any interruptions caused by planned downtime, unavailability due to reasons beyond Motorola's reasonable control, or disruptions caused by Customer, third parties, Customer-Provided Equipment, Non-WatchGuard Content, or third-party software, systems, applications, or hardware. WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Services or upon WatchGuard otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Services.

**2.2. Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Service may be subject to additional Fees.

**2.3. User Credentials.** If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

**2.4. Beta Services.** If WatchGuard makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own

discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Subscription Services License and Restrictions.**

**3.1. Subscription Services License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Services identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Services only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Services remotely from any location. No custom development work will be performed under this Addendum.

**3.2. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Subscription Services are governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Services. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Services) in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Services or software used to provide the Subscription Services with other software; copy, reproduce, distribute, lend, or lease the Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Services, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Service or its related systems or networks.

### **4. Term.**

**4.1. Subscription Terms.** The duration of Customer's subscription to the first Subscription Service ordered under this SSA (or the first Subscription Services, if multiple are ordered at once) will commence upon delivery of such Subscription Service(s) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "Initial



**Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Service(s) will automatically renew for additional twelve (12) month periods (each, a **"Renewal Subscription Year"**), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **"Subscription Term"**.) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty

(30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Service will (a) commence upon delivery of such Subscription Service, and continue until the conclusion of Customer's then-current Subscription Term (a **"Partial Subscription Year"**), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services hereunder will be synchronized.

**4.2. Term.** The term of this SSA (the **"SSA Term"**) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.3. Termination.** Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Services License and Restrictions** of this SSA, or any other provision related to Subscription Service license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Service, Motorola, Motorola's systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**4.4. Wind Down of Subscription Service.** In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Service to customers.

**5. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services may include certain one-time Fees, such as start-up

fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Services if Customer fails to make any payments when due.

**6. License True-Up.** WatchGuard will have the right to conduct an audit of total licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

**7. Representations and Warranties; Liability.**

**7.1. WatchGuard Warranties.** Subject to the disclaimers set forth in the MCA and this SSA, WatchGuard represents and warrants that, following delivery of the Subscription Services, the functionality of the Subscription Services will materially conform with this Agreement and descriptions in the applicable Ordering Document. Customer's sole and exclusive remedy for any breach of the representations and warranties set forth in this **Section 7.1 – WatchGuard Warranties** will be the right to terminate the Subscription Term for the applicable Subscription Service.

**7.2. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**7.3. Voluntary Remedies.** WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in the MCA or **Section 7.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

**8. Security and Privacy.** The Subscription Services will comply with the applicable provisions of the [Motorola Privacy Statement] at [https://www.motorolasolutions.com/en\_us/about/privacy-policy.html#privacystatement] and the [WatchGuard Security Policy] at [www.motorolasolutions.com/legal], as each may be updated from time to time; provided, however, that changes will not result in a material reduction in the level of security of the Subscription Services during a Subscription Term. Customer will establish and maintain its own privacy and security policies and procedures, and is solely responsible for ensuring its, and the Authorized Users', compliance with the FBI CJIS Security Policy and other privacy and security laws, regulations, and policies.

**9. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6 – License True-Up; Section 7.2 – Additional Exclusions; Section 9 – Survival.**

**10. Non-Appropriation Clause.**

In the event Customer fails to appropriate funds for this Agreement, the Customer may terminate this Agreement (in whole or part) at any time for any reason. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. Such notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for non-appropriation, it will be liable to pay Motorola for the portion of the Contract Price, subject to its appropriated budget, of the Equipment, and/or Software delivered, if any, and all services performed, on or before the effective date of the termination.

The Parties hereby enter into this SSA as of \_\_\_\_\_ (the "SSA Date").<sup>1</sup>

**Motorola: WatchGuard Video, Inc.**

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> **NTD:** Signature blocks can be removed if this SSA is attached to the MCA when the MCA is executed.



**MOTOROLA SOLUTIONS**

**Quote For:**

**Idaho City Police Department**

**Attn: Mark Otter**

**Reference:**

**Idaho City Discounted Body Cam Quote**

**Quote By:**

**WatchGuard Video**

**Blake Galloway**

**Date: 04-01-21**

**Serving Law Enforcement with the Most Compelling, Quality Video Products**

 <b>MOTOROLA SOLUTIONS</b>		<b>WatchGuard Video</b> <b>415 E. Exchange</b> <b>Allen, TX 75002</b> <b>(P) 800-605-6734 (F) 212-383-9661</b>		
Issued To:	Idaho City Police Department - Attention: Mark Otter		Date:	04-01-21
Project Name:	Idaho City Discounted Body Cam Quote		Quote ID:	KCI-0078-01

## PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

### Purchase as a Service (Monthly)

Qty	Item #	Description
(2)	AAS-BWC-5YR-001 <b>PaaS</b>	<b>Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month</b> <u>Software, Hardware &amp; Refresh:</u> <ul style="list-style-type: none"> <li>Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing. <ul style="list-style-type: none"> <li>User licenses on a per-device basis.</li> <li>EvidenceLibrary.com and select CommandCentral evidence capture, records, and community engagement capabilities included.</li> </ul> </li> <li>Body-worn camera (battery + choice of mount included)</li> <li>Third year technology (Hardware) refresh.</li> </ul> <u>Subscription, Support &amp; Warranty:</u> <ul style="list-style-type: none"> <li>5-year agreement (billed Quarterly or Annually)</li> <li>Advanced hardware replacement service &amp; 24/7 support</li> <li>No-Fault hardware warranty</li> </ul>

Qty	Item #	Description
(2)	AAS-BWC-USB-DOC <b>PaaS</b>	<b>USB Docking Station Video-as-a-Service Package @ \$4 per Month</b> <ul style="list-style-type: none"> <li>USB Dock for Body-worn camera including USB Cable</li> </ul>

### Direct Up Front Purchase

Qty	Item #	Description
(2)	WGP02614	<b>V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh</b>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$198.00</b>

## Free and Included

Qty	Item #	Description
(1)	BW-ACK-V3-TS	<b>V300 Transfer Station II with Power Supply and Cables.</b> <ul style="list-style-type: none"> <li>V300 Transfer Station II</li> <li>TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB</li> <li>includes kit with Power Supply and Cables.</li> </ul>
(1)	WGW00122-410	<b>Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation</b>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$0.00</b>

## Purchase as a Service (PaaS) Financial Profile

Contract Term:	5 Years
Monthly Invoice:	\$106.00

### Quote Notes:

- Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.
- Payment Terms: (net 30 days) - Equipment upon shipment; Installation upon completion; Services and Subscription Agreements upfront

Quoted by: Blake Galloway - 214-551-2709 - [blake.galloway@motorolasolutions.com](mailto:blake.galloway@motorolasolutions.com)

<b>Direct Purchase Items</b> (Excluding sales tax)	<b>\$198.00</b>
<b>Due Now</b>	<b>\$304.00</b>
<b>Monthly Invoice</b> (Excluding sales tax)	<b>\$106.00</b>





### New Customer Set Up Form

**Company Name:** Navajo County Sheriff's Office

**Sales Person:** Fran Judge

**NOTE:** Please provide tax exempt certificate with first order to be exempted from tax charges.

#### Primary Contact Information

**Contact Name:** Alden Whipple

**Title:** Lieutenant

**Phone Number:** 928-524-4050

**Address:** 137 West Arizona Street

**Suite:**

**City:** Holbrook

**State:** Arizona

**Zip Code:** 86025

**Email Address:** Alden.Whipple@navajocountyaz.gov

#### Shipping Contact Information

**Contact Name:** Same as Above

**Title:**

**Phone Number:**

**Address:**

**Suite:**

**City:**

**State:**

**Zip Code:**

**Email Address:**

#### Billing Contact Information

**Finance Contact Name:**

**Phone Number:**

**Finance Email Address:**

**Accounts Payable Contact Name:**

**Phone Number:**

**Accounts Payable Email Address:**

**Street Address:**

**Suite:**

**City:**

**State:**

**Zip Code:**

**Method of Payment:** ☐ Completed App ☒ Credit Card Only (Processing fees may be applied to credit card payments)  
☒ Law Enforcement

**Method of Invoice:** ☐ Email ☒ Mail **Tax Exempt:** ☐ Yes ☒ No **PO Required:** ☐ Yes ☐ No

#### **FOR ACCOUNTING**

**Credit  
Limit:**

**Confirmed  
Payment Method:**

**Confirmed  
Payment Terms:**

**Remittance Address:** WatchGuard Video

P.O. Box 677996

Dallas, TX 75267-7996

(800) 605-6734 Ext. 3

Please email completed form to [SSupport@watchguardvideo.com](mailto:SSupport@watchguardvideo.com) with all supporting documentation

Idaho City Police Department

4/1/2021

To: Motorola Solutions Inc.  
415 E. Exchange Pkwy.  
Allen, TX 75002

Re: Purchase of Motorola mobile video equipment

This letter serves as authorization by the Idaho City Police Department for Motorola Solutions to place an order for the mobile video equipment in the quote dated 4-1-21 by Blake Galloway. The Idaho City Police Department agrees to pay Motorola Solutions for the equipment "Net 30 days upon shipment" to:

511 Main St, Idaho City, ID 83631

For taxation purposes, even if tax-exempt, the equipment sold to Idaho City Police Department will ultimately reside at the following address:

511 Main St, Idaho City, ID 83631

Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to contact Madeline Hodson 708.683.7911 or [madeline.hodson@motorolasolutions.com](mailto:madeline.hodson@motorolasolutions.com).

Sincerely yours,

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

## **Equipment Purchase and Software License Addendum**

This Equipment Purchase and Software License Addendum (this "**EPSLA**") is entered into between WatchGuard Video, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**WatchGuard**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [ ] (the "**MCA**"). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

**1. Addendum.** This EPSLA governs Customer's purchase of Equipment and license of Software Products (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties' Agreement. "**Equipment**" means hardware Products provided by WatchGuard; and "**Software**" means software preinstalled on Equipment and software Products provided by WatchGuard, including, software that may be installed on Customer-Provided Equipment in accordance with this EPSLA (as applicable).

### **2. Delivery of Equipment and Software.**

**2.1. Delivery and Risk of Loss.** WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

**2.2. Delays.** Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**2.3. Online Orders.** If Customer registers with, and places orders through, WatchGuard Online ("**MOL**"), then this Agreement will be considered the "Underlying Agreement" for such MOL orders, rather than the MOL On-Line Terms and Conditions of Sale (and this Agreement will supersede such terms). MOL registration and other information may be found at <https://businessonline.WatchGuardsolutions.com> and the MOL telephone number is (800) 814-0601.

### **3. Software License and Restrictions.**

**3.1. Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Software remotely from any location.

**3.2. Subscription License Model.** If the Parties mutually agree that any Product purchased under this EPSLA will be replaced with or upgraded to a subscription-based Product, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such subscription-based Products will be governed by the terms of the applicable Addendum under this Agreement.

**3.3. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

**3.4. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Software or Documentation for or to any third party without the prior express written permission of WatchGuard;

(e) take any action that would cause the Software or Documentation to be placed in the public domain; (f) use the Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

**3.5. Copies.** Customer may make one (1) copy of the Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Software during such Software license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed

from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

**3.6. Resale of Equipment.** Equipment contains embedded Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Software license terms, including the obligation to pay relevant license fees, from such third party.

#### **4. Term.**

**4.1. Term.** The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.2. Termination.** Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Software License and Restrictions** of this EPSLA, or any other provision related to Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation.

**4.3. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for subscription-based Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such subscription-based Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

**5. Payment.** Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon WatchGuard's delivery of Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced



therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

## **6. Representations and Warranties; Liability.**

**6.1. WatchGuard Warranties.** Subject to the disclaimers set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the **"WatchGuard Software Warranty"**. As Customer's sole and exclusive remedy for any breach of the WatchGuard Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard's sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Software Warranty applies only to the most current version of the Software issued by WatchGuard, and issuance of updated versions of any Software does not result in a renewal or extension of the WatchGuard Software Warranty beyond the ninety (90) day warranty period.

**6.2. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

**6.3. Voluntary Remedies.** WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. **Copyright Notices.** The existence of a copyright notice on any Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

8. **Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this EPSLA as of \_\_\_\_\_ (the "EPSLA Date").<sup>1</sup>

**WatchGuard: WatchGuard Video, Inc.**

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>1</sup> **NTD:** Signature blocks can be removed if this EPSLA is attached to the MCA when the MCA is executed.

## Subscription Services Addendum

This Subscription Services Addendum (this "SSA") is entered into between WatchGuard Video, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity set forth in the signature block below or in the MCA ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [ ] (the "MCA"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. **Addendum.** This SSA governs Customer's purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement. Additional Subscription Service-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer. "Subscription Services" means subscription-based software Products.

### 2. Delivery of Subscription Services.

2.1. **Delivery.** During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of the Agreement, subject to any interruptions caused by planned downtime, unavailability due to reasons beyond Motorola's reasonable control, or disruptions caused by Customer, third parties, Customer-Provided Equipment, Non-WatchGuard Content, or third-party software, systems, applications, or hardware. WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Services or upon WatchGuard otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Services.

2.2. **Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Service may be subject to additional Fees.

2.3. **User Credentials.** If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. **Beta Services.** If WatchGuard makes any beta version of a software application ("Beta Service") available to Customer, Customer may choose to use such Beta Service at its own

discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Subscription Services License and Restrictions.**

**3.1. Subscription Services License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Services identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Services only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Services remotely from any location. No custom development work will be performed under this Addendum.

**3.2. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Subscription Services are governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Services. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Services) in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Services or software used to provide the Subscription Services with other software; copy, reproduce, distribute, lend, or lease the Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Services, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Service or its related systems or networks.

### **4. Term.**

**4.1. Subscription Terms.** The duration of Customer's subscription to the first Subscription Service ordered under this SSA (or the first Subscription Services, if multiple are ordered at once) will commence upon delivery of such Subscription Service(s) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "Initial



**Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Service(s) will automatically renew for additional twelve (12) month periods (each, a **"Renewal Subscription Year"**), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **"Subscription Term"**.) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty

(30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Service will (a) commence upon delivery of such Subscription Service, and continue until the conclusion of Customer's then-current Subscription Term (a **"Partial Subscription Year"**), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services hereunder will be synchronized.

**4.2. Term.** The term of this SSA (the **"SSA Term"**) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.3. Termination.** Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Services License and Restrictions** of this SSA, or any other provision related to Subscription Service license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Service, Motorola, Motorola's systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**4.4. Wind Down of Subscription Service.** In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Service to customers.

**5. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services may include certain one-time Fees, such as start-up

fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Services if Customer fails to make any payments when due.

**6. License True-Up.** WatchGuard will have the right to conduct an audit of total licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

## **7. Representations and Warranties; Liability.**

**7.1. WatchGuard Warranties.** Subject to the disclaimers set forth in the MCA and this SSA, WatchGuard represents and warrants that, following delivery of the Subscription Services, the functionality of the Subscription Services will materially conform with this Agreement and descriptions in the applicable Ordering Document. Customer's sole and exclusive remedy for any breach of the representations and warranties set forth in this **Section 7.1 – WatchGuard Warranties** will be the right to terminate the Subscription Term for the applicable Subscription Service.

**7.2. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**7.3. Voluntary Remedies.** WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in the MCA or **Section 7.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

**8. Security and Privacy.** The Subscription Services will comply with the applicable provisions of the [Motorola Privacy Statement] at [https://www.motorolasolutions.com/en\_us/about/privacy-policy.html#privacystatement] and the [WatchGuard Security Policy] at [www.motorolasolutions.com/legal], as each may be updated from time to time; provided, however, that changes will not result in a material reduction in the level of security of the Subscription Services during a Subscription Term. Customer will establish and maintain its own privacy and security policies and procedures, and is solely responsible for ensuring its, and the Authorized Users', compliance with the FBI CJIS Security Policy and other privacy and security laws, regulations, and policies.

**9. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6 – License True-Up; Section 7.2 – Additional Exclusions; Section 9 – Survival.**

The Parties hereby enter into this SSA as of [REDACTED] (the "SSA Date").<sup>1</sup>

**Motorola: WatchGuard Video, Inc.**

**Customer:** [REDACTED]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>1</sup> **NTD:** Signature blocks can be removed if this SSA is attached to the MCA when the MCA is executed.

## Master Customer Agreement

This Master Customer Agreement (the “MCA”) is entered into between WatchGuard Video, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“WatchGuard”) and the entity set forth in the signature block below (“Customer”). WatchGuard and Customer will each be referred to herein as a “Party” and collectively as the “Parties”. This Agreement (as defined below) is effective as of the date of the last signature (the “Effective Date”).

### 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA or available online at [www.WatchGuardsolutions.com/legal](http://www.WatchGuardsolutions.com/legal) (each an “Addendum”, and collectively the “Addenda”). WatchGuard may modify such online terms at any time by posting notice of modification on such site. In addition, the Parties may agree upon statements of work, quotes, technical, and other ordering documents setting forth the Products and Services to be provided by WatchGuard and additional rights and obligations of the Parties (the “Ordering Documents”). To the extent required by law or procurement procedures, proposals submitted in response to a competitive procurement process will be deemed Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “Agreement”.

**1.2. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

### 2. Products and Services.

**2.1. Products.** WatchGuard will sell equipment and license software, including software as a service and subscription based software service offerings (the “Products”) to Customer to the extent set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

#### 2.2. Services

**2.2.1.** WatchGuard will provide services related to purchased Products (“Services”), to the extent set forth in an Ordering Document.

**2.2.2. Integration Services; Maintenance and Support Services.** If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at Customer Sites, as defined below (“Integration Services”), or (b) break/fix maintenance, technical support, or other Services (such as Software integration Services) (“Maintenance and Support Services”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.



2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document, and any applicable project schedules, Deliverables, and Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals ("**Documentation**"). Documentation is and will be owned by WatchGuard, and unless otherwise set forth in an Addendum or Ordering Document, WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Deliverables. As part of the Products and Services, WatchGuard may provide deliverables such as reports, specifications, designs, plans, drawings, analytics, or other technical or business information to Customer as more fully described in an Addendum or Ordering Document ("**Deliverables**"). All Deliverables are and will be owned by WatchGuard, and unless otherwise set forth in an Addendum or Ordering Document, WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Deliverables solely for its internal business purposes in connection with the Products and Services. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from WatchGuard. WatchGuard makes no warranties and disclaims all liabilities regarding any such

recommendations, and Customer accepts full responsibility for the implementation of, or results from, such recommendations.

**2.7. WatchGuard Tools and Equipment.** As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

**2.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

**2.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the cost or time required to perform the Services, the Parties will also adjust the Fees and project schedule. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

**3.3. Suspension of Services.** WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform; (e) laws or regulations change in a manner that makes compliance difficult or unreasonably costly.

**3.4. Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

#### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the "Fees") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document.

Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

## **5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for its installation and use of the Products and Services at each applicable location (each, a "**Site**"), including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to any such Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing the Customer-Provided Equipment and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer- Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify WatchGuard of any Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-WatchGuard Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data, not provided by WatchGuard (collectively, "**Non-WatchGuard Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-WatchGuard Content in connection with the Products. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with subscription-based Products), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard's policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard's systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

## **6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. WatchGuard Warranties.** Subject to the disclaimers below, WatchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Customer's sole and exclusive remedy for any breach of the representations and warranties set forth in this **Section 6.2 – WatchGuard Warranties** will be that WatchGuard will use commercially reasonable efforts to remedy any confirmed material nonconformities or material defects in the applicable Services. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured hardware, WatchGuard-owned Software, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.



**6.3. Warranty Claims.** To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in the applicable Addendum or Ordering Document. Upon receipt of such claim, WatchGuard will investigate the claim and repair or replace any non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S REQUIREMENTS.

## **7. Indemnification.**

**7.1. General Indemnity.** WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") to the extent caused by WatchGuard's gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to

continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, including subscription-based software services) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is an equipment product, including equipment with embedded Software).

7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. **Customer Indemnity.** Customer will defend, indemnify, and hold WatchGuard and its subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**WATCHGUARD PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION-BASED PRODUCT OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION-BASED PRODUCT OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER- PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against an WatchGuard Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being

clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, Documentation, and any Deliverables, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **10. Proprietary Rights; Data; Feedback.**

**10.1. Data Definitions.** The following terms will have the stated meanings: “**Customer Contact Data**” means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by WatchGuard’s support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; “**Third-Party Data**” means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**WatchGuard Data**” means data owned or licensed by WatchGuard; “**Feedback**” means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. WatchGuard Materials.** Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, “**WatchGuard Materials**”). The Products and Services, WatchGuard Data, Third-Party Data, Documentation and Deliverables, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below



and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the Controller and WatchGuard is the Processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-Processors**.

**10.4. Processing Customer Data.**

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. In addition, to the extent permitted by law, Customer grants WatchGuard and its subcontractors the right to use Customer Data and a royalty-free, worldwide, non-exclusive, perpetual, and irrevocable license to use Customer Data to develop, sell, and license anonymized Customer Data to third parties, including in an aggregated format. Customer agrees that this Agreement, along with the Documentation and applicable Deliverables, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a Processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-Processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion.** Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any

requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

**10.6. Service Use Data.** Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and WatchGuard Data.** WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (f) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (g) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents

and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

**11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**");

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in

person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

### **13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any Software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with

applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or



modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**WatchGuard: WatchGuard Video, Inc.**

**Customer:** [REDACTED]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Idaho City**  
**2nd Quarterly Financial Report**  
**Fiscal Year-to-Date as**  
**March 31, 2021**

	OPERATING		AMOUNT	PERCENTAGE OF
GENERAL GOVERNMENT	EXPENSES	REVENUE	BUGETED	APPROPRIATIONS
Administrative	\$ 39,780.82	\$ 85,057.95	\$ 97,437.00	40.83%
Law Enforcement	\$ 50,554.09	\$ 347.85	\$ 135,335.00	37.35%
<b>Total Government</b>	<b>\$ 90,334.91</b>	<b>\$ 85,405.80</b>	<b>\$ 232,772.00</b>	<b>38.81%</b>
Street Fund	\$ 17,124.50	\$ 32,278.04	\$ 63,734.00	26.87%
Water Fund	\$ 117,727.56	\$ 166,785.14	\$ 573,672.00	20.52%
Water Bond	\$ 33,400.00	\$ 33,400.00	\$ 63,400.00	52.68%
Sewer Fund	\$ 48,117.98	\$ 83,870.00	\$ 184,073.00	26.14%
<b>BUDGET TOTAL</b>	<b>\$ 306,704.95</b>	<b>\$ 401,738.98</b>	<b>\$1,117,651.00</b>	<b>27.44%</b>

Citizens are invited to inspect the detailed supporting records of the above financial statement.

Nancy L Ptak  
City Clerk-Treasurer  
April 14, 2021

511 Main Street  
Idaho City, ID 83631  
208-392-4584

*Phillip D. Gandy*  
*4/7/21*

For the Accounting Period: 3 / 21

10 GENERAL FUND

Account	Object	Description	Current Year					Variance	%
			Current Month	Current YTD	Budget				
31100		Property Taxes	3,168.22	43,125.78	92,415.00	-49,289.22	47		
31200		Property Tax Penalty and Interest	238.76	901.61	1,436.00	-534.39	47		
31400		Court Revenue		347.85	5,000.00	-4,652.15	45		
32100		Beer Licenses			1,050.00	-1,050.00	44		
32200		Liquor Licenses			1,200.00	-1,200.00	44		
32300		Wine Licenses			975.00	-975.00	43		
32400		Business Licenses	138.00	3,429.00	2,794.00	635.00	46		
32500		Vendors Permits	54.60	1,518.60	1,260.00	258.60	46		
32600		Catering Permits	40.00	40.00	140.00	-100.00	46		
32700		Building Permits			10,000.00	-10,000.00	42		
32800		Animal Licenses	10.50	246.25	532.00	-285.75	42		
32900		Idaho Power Storage Space			500.00	-500.00	42		
33500		State Liquor Appropriation		11,872.00	23,755.00	-11,883.00	44		
33700		State Sales Tax			12,072.00	-12,072.00	40		
33800		State Revenue Sharing		19,322.51	21,730.00	-2,407.49	46		
33940		Law Enforcement Grants			16,000.00	-16,000.00	42		
33950		CLG Grant (Historic)			2,500.00	-2,500.00	42		
34140		Copy & Fax Fees			25.00	-25.00	42		
34210		Event Fees- Law Enforcement			1,000.00	-1,000.00	42		
34410		Cemetery Plots		100.00	2,063.00	-1,963.00	41		
34500		PLANNING and ZONING FEES			2,000.00	-2,000.00	41		
36100		Checking Interest	6.40	22.85	150.00	-127.15	41		
36500		Misc Receipts		51,605.18	16,000.00	35,605.18	62		
36600		NSF Fee		25.00	100.00	-75.00	62		
37200		Community Hall Rentals	194.55	744.55	4,000.00	-3,255.45	61		
37300		Community Hall Cleaning Deposit	100.00	300.00	900.00	-600.00	61		
37400		Community Hall Rental Sales Tax	14.49	38.43	100.00	-61.57	61		
37800		Power Reimb-Visitor's Center		773.71	2,250.00	-1,476.29	61		

Over 100K!

Budget Query

For the Accounting Period: 3 / 21

10 GENERAL FUND

Account	Object	Description	Current Year -----					Variance	%
			Current Month	Current YTD	Budget				
110	Employee Salary		1,037.72	5,962.71	12,066.00	6,103.29	60		
111	Council Salary		600.00	3,000.00		-3,000.00	61		
112	Mayor's Expense Account			498.19		-498.19	61		
190	Payroll & Taxes Expense				180.00	180.00	61		
210	FICA and Medicare		125.30	685.61	923.00	237.39	61		
220	Health & Life Insurance		68.52	365.35	1,260.00	894.65	61		
240	Retirement		145.38	723.60	1,171.00	447.40	61		
260	Worker's Compensation			1,395.00	1,399.00	4.00	62		
300	PURCHASED PROFESSIONAL SERVICES				400.00	400.00	61		
305	Office Supplies		82.46	425.70	2,000.00	1,574.30	61		
310	Postage		50.00	150.00	300.00	150.00	61		
320	Website				154.00	154.00	61		
330	Office Equipment and Software		1,592.50	1,809.74	3,000.00	1,190.26	61		
341	Solid Waste Fees		32.84	569.69	1,530.00	960.31	61		
350	Administrative Maintenance		239.21	1,374.01	4,500.00	3,125.99	60		
360	Community Hall Deposit Refund		50.00	516.95	900.00	383.05	60		
370	Bank Charges				100.00	100.00	60		
390	Misc Expense			4,936.72	16,000.00	11,063.28	59		
405	DIVISION of BUILDING SAFETY				5,000.00	5,000.00	57		
410	Historic District Expense			500.00	2,500.00	2,000.00	57		
420	Liability/Property Insurance			1,306.48	1,300.00	-6.48	57		
430	Auditor Fees				2,600.00	2,600.00	57		
440	Publishing & Printing			64.80	340.00	275.20	57		
450	Travel & Mileage				300.00	300.00	57		
460	Dues & Subscriptions			67.70	150.00	82.30	57		
470	Training				320.00	320.00	57		
490	Telephone & Fax		432.90	3,200.34	2,320.00	-880.34	57		
500	OTHER PURCHASED SERVICES			781.32		-781.32	58		
520	Office Equip Repair & Maint.				1,000.00	1,000.00	57		
560	Cemetery Expense				2,063.00	2,063.00	57		
570	Attorney Fees		1,200.00	3,600.00	4,800.00	1,200.00	57		

For the Accounting Period: 3 / 21

10 GENERAL FUND

Account	Object	Description	Current Year -----					Variance	%
			Current Month	Current YTD	Budget				
	590	Sales/Use Tax Payable	8.86	57.03	600.00	542.97	57		
	611	Buildings - Supplies		616.02	1,500.00	883.98	57		
	620	Repairs - Visitor's Center		139.64	1,500.00	1,360.36	57		
	621	Repairs - Community Hall			2,500.00	2,500.00	56		
	623	Repairs - City Hall	122.00	259.98	1,000.00	740.02	56		
	650	Propane - City Hall		412.18	400.00	-12.18	56		
	670	Power - Shop & City Hall	165.79	717.58	1,600.00	882.42	56		
	673	Power - Community Hall	408.34	2,405.66	4,000.00	1,594.34	56		
	674	Power - Visitor's Center	291.55	1,656.92	3,600.00	1,943.08	56		
	742	Backhoe Payments			300.00	300.00	56		
	810	Contingency CASH IN BANK/CO			6,861.00	6,861.00	55		
	910	Ordinance Codification		500.00	1,000.00	500.00	55		
	915	PLANNING and ZONING EXPENSES		76.80	2,000.00	1,923.20	55		
	930	Parks & Rec expenses/power	145.17	1,005.10	2,000.00	994.90	55		
			6,798.54	39,780.82	97,437.00	57,656.18	41		
42100		Total Account							
		Law Enforcement							
	110	Employee Salary	6,893.60	32,733.00	90,911.00	58,178.00	50		
	210	FICA and Medicare	527.37	2,504.07	6,954.00	4,449.93	50		
	220	Health & Life Insurance	604.24	2,737.48	7,288.00	4,550.52	50		
	240	Retirement	465.86	2,309.64	6,056.00	3,746.36	50		
	260	Worker's Compensation		2,041.00	2,000.00	-41.00	50		
	305	Office Supplies	75.02	75.02	25.00	-50.02	50		
	330	Office Equipment and Software	318.50	1,267.75	2,000.00	732.25	50		
	380	Uniform Expense	189.00	313.00	1,000.00	687.00	50		
	420	Liability/Property Insurance		3,102.89	3,051.00	-51.89	50		
	430	Auditor Fees			900.00	900.00	50		
	450	Travel & Mileage			300.00	300.00	50		
	460	Dues & Subscriptions	100.00	100.00	150.00	50.00	50		
	470	Training			1,000.00	1,000.00	50		
	480	Fuel & Oil	1,121.35	1,661.48	6,000.00	4,338.52	50		
	490	Telephone & Fax	166.92	540.06	1,500.00	959.94	50		





For the Accounting Period:

3 / 21

20 STREET FUND

Account	Object	Description	Current Year		Budget	Variance	%
			Current Month	Current YTD			

31100	Property Taxes	1,302.76	18,190.10	39,606.00	-21,415.90	49
31200	Property Tax Penalty and Interest	102.32	181.74	1,000.00	-818.26	49
31300	Personal Property Tax Replacement	0.75	2,332.50	4,462.00	-2,129.50	49
33100	Restricted Highway Fund			4,831.00	-4,831.00	48
33200	Highway Users Revenue		11,573.70	13,835.00	-2,261.30	49

43200	Street			32,278.44		51
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110	Employee Salary	601.18	2,829.86	10,643.00	7,813.14	49
210	FICA and Medicare	45.97	216.45	814.00	597.55	49
220	Health & Life Insurance	176.52	798.04	2,673.00	1,874.96	48
240	Retirement	71.78	337.93	1,271.00	933.07	48
260	Worker's Compensation		515.00	1,738.00	1,223.00	48
420	Liability/Property Insurance		326.62	318.00	-8.62	48
430	Auditor Fees			600.00	600.00	48
440	Publishing & Printing		113.40	140.00	26.60	48
470	Training			104.00	104.00	48
480	Fuel & Oil	570.99	1,348.99	1,225.00	-123.99	48
540	Equipment Repairs	908.58	3,718.91	5,000.00	1,281.09	49
612	Supplies SHOP PUBLIC WORKS	15.46	46.64	500.00	453.36	49
613	Small Tools			150.00	150.00	49
614	Signs	482.91	482.91	300.00	-182.91	49
615	New Equipment			2,000.00	2,000.00	49
630	Maintenance and Operations			2,000.00	2,000.00	48
632	Dust Abatement			8,000.00	8,000.00	48
633	Snow Removal - Streets		292.00	2,000.00	1,708.00	48
634	Boardwalk Repairs			1,500.00	1,500.00	47
635	Street Maintenance			3,800.00	3,800.00	47
640	Vehicle Expense			300.00	300.00	47
652	Propane-Shop		20.99	400.00	379.01	47
672	Power-Street Lights	390.77	2,345.12	4,710.00	2,364.88	47

20 STREET FUND

Account	Object	Description	Current Year					Variance	%
			Current Month	Current YTD	Budget				
	625	Power - Shop	11.63	109.78	500.00		390.22	47	
	741	Grader Payment		2,886.56	11,547.00		8,660.44	47	
	742	Backhoe Payments	367.65	735.30	987.00		251.70	47	
	820	Contingency Fund			514.00		514.00	47	
		Total Account	3,643.44	17,124.50	63,734.00		46,609.50	27	

For the Accounting Period: 3 / 21

51 WATER FUND

Account	Object	Description	Current Year		Budget	Variance	%
			Current Month	Current YTD			

24800	Users Fees	22,773.71	140,887.10	282,672.00	-141,784.90	48
34810	Hook-up Fees		3,500.00	21,000.00	-17,500.00	47
34820	On/Off Fees		50.00	300.00	-250.00	47
34840	Special Users Hook-up Fees			500.00	-500.00	47
34850	Users Late Fees		663.13	5,000.00	-4,336.87	47
34860	RV Dump Donations		147.70	1,000.00	-852.30	47
36600	NSF Fee			100.00	-100.00	47
36900	Misc Revenue	-2,745.79			-2,745.79	46
36910	Misc.Rev. Redwood Surplus			200.00	-200.00	46

142,502.14

43400	Water					46
110	Employee Salary	8,526.40	41,497.73	97,793.00	56,295.27	46
111	Council Salary	300.00	1,500.00	7,200.00	5,700.00	46
113	Certified Plant Operator	600.00	2,850.27	5,000.00	2,149.73	46
210	FICA and Medicare	675.22	3,289.38	8,032.00	4,742.62	46
220	Health & Life Insurance	1,901.75	8,620.59	19,726.00	11,105.41	46
240	Retirement	1,053.86	5,125.64	11,996.00	6,870.36	46
260	Worker's Compensation		2,380.00	2,000.00	-380.00	46
300	PURCHASED PROFESSIONAL SERVICES			100.00	100.00	46
305	Office Supplies		303.05	1,000.00	696.95	46
310	Postage	140.00	420.00	900.00	480.00	46
320	Website			200.00	200.00	46
330	Office Equipment and Software	3,439.80	3,439.80	8,000.00	4,560.20	46
340	Professional Fees			6,000.00	6,000.00	46
341	Solid Waste Fees		334.38	800.00	465.62	46
342	Professional Services	19.27		100.00	100.00	46
420	Liability/Property Insurance		5,879.16	5,800.00	-79.16	46
430	Auditor Fees			4,800.00	4,800.00	46
440	Publishing & Printing			350.00	350.00	46
450	Travel & Mileage			600.00	600.00	46

For the Accounting Period: 3 / 21

51 WATER FUND

		Current Year				
Account	Object	Description	Current Month	Current YTD	Budget	Variance
	460	Dues & Subscriptions		391.90	1,000.00	608.10
	470	Training			1,000.00	1,000.00
	480	Fuel & Oil	663.72	2,335.02	4,750.00	2,414.98
	490	Telephone & Fax	499.46	2,501.11	3,390.00	888.89
	520	Office Equip Repair & Maint.			3,000.00	3,000.00
	540	Equipment Repairs		4,328.62	5,000.00	671.38
	570	Attorney Fees	1,200.00	3,600.00	4,800.00	1,200.00
	580	Engineers Fees	4,261.00	48,400.00	15,000.00	-33,400.00
	610	Supplies		55.93	1,000.00	944.07
	612	Supplies SHOP PUBLIC WORKS	39.01	117.72	1,200.00	1,082.28
	613	Small Tools			2,000.00	2,000.00
	615	New Equipment		499.00	8,000.00	7,501.00
	630	Maintenance and Operations	1,321.06	10,849.28	15,000.00	4,150.72
	631	Administrative Maintenance	369.06	2,119.87	7,000.00	4,880.13
	640	Vehicle Expense			1,000.00	1,000.00
	651	Propane-Shop and City Hall		517.86	900.00	382.14
	652	Propane-Shop		306.81	400.00	93.19
	671	Power-Plant, Shop and City Hall	1,681.51	9,105.30	15,000.00	5,894.70
	680	Chemicals		1,804.00	9,000.00	7,196.00
	681	Water Tests	250.00	810.00	5,000.00	4,190.00
	710	Capital Outlay			7,254.00	7,254.00
	742	Backhoe Payments	1,372.57	2,745.14	4,865.00	2,119.86
	820	Contingency Fund			14,066.00	14,066.00
	850	Water Bond & Reserve-USDA			263,400.00	263,400.00
	910	Ordinance Codification			250.00	250.00
		Total Account	28,313.69	166,127.56	573,672.00	407,544.44
43450		Water Bond				
	430	Auditor Fees			500.00	500.00
		Total Account			500.00	500.00
38200		DEQ Loan-Water Bond			63,400.00	-63,400.00





04/06/21  
16:06:00

CITY OF IDAHO CITY  
Budget Query  
For the Accounting Period: 3 / 21

Page: 9

51 WATER FUND

Account	Object	Description	Current Year				Variance	%
			Current Month	Current YTD	Budget			
	<u>38250</u>	USDA-GRANT FUNDS	4,575.00	24,283.00	200,000.00		-175,717.00	35
								9

For the Accounting Period: 3 / 21

52 SEWER FUND

			Current Year -----					
			Current					
Account	Object	Description	Month	Current YTD	Budget	Variance	%	
	34802	Users Fees	13,188.56	79,218.09	160,373.00	-81,154.91	36	
	34810	Hook-up Fees		3,500.00	21,000.00	-17,500.00	36	
	34830	Special Users Fees			100.00	-100.00	36	
	34850	Users Late Fees		1,178.61	2,000.00	-821.39	36	
	34860	RV Dump Donations		63.30	600.00	-536.70	36	
43500		Sewer					46	
	110	Employee Salary	3,226.91	15,719.71	62,597.00	46,877.29	36	
	111	Council Salary	300.00	1,500.00	7,200.00	5,700.00	36	
	113	Certified Plant Operator		300.00	5,000.00	4,700.00	36	
	210	FICA and Medicare	269.80	1,317.31	5,339.00	4,021.69	36	
	220	Health & Life Insurance	712.78	3,231.30	11,318.00	8,086.70	35	
	240	Retirement	421.12	2,053.29	7,794.00	5,740.71	35	
	260	Worker's Compensation		633.00	1,958.00	1,325.00	35	
	305	Office Supplies		94.40	1,300.00	1,205.60	35	
	310	Postage	60.00	180.00	308.00	128.00	35	
	320	Website			87.00	87.00	35	
	330	Office Equipment and Software	1,019.20	1,019.20	3,100.00	2,080.80	35	
	340	Professional Fees			3,000.00	3,000.00	35	
	341	Solid Waste Fees	19.27	334.38	800.00	465.62	35	
	350	Administrative Maintenance	75.18	431.85	1,600.00	1,168.15	35	
	420	Liability/Property Insurance		5,715.85	5,549.00	-166.85	36	
	430	Auditor Fees			3,000.00	3,000.00	36	
	440	Publishing & Printing			140.00	140.00	35	
	450	Travel & Mileage		255.85	360.00	104.15	36	
	460	Dues & Subscriptions		35.40	150.00	114.60	36	
	470	Training			600.00	600.00	35	
	480	Fuel & Oil	464.60	1,634.49	3,325.00	1,690.51	36	
	490	Telephone & Fax	417.77	2,267.46	2,000.00	-267.46	36	
520		Office Equip Repair & Maint.			1,000.00	1,000.00	36	

For the Accounting Period: 3 / 21

52 SEWER FUND

Account	Object	Description	Current Year		Budget	Variance	%
			Current Month	Current YTD			
540		Equipment Repairs		595.33	2,500.00	1,904.67	36
570		Attorney Fees	600.00	1,800.00	2,400.00	600.00	36
580		Engineers Fees			8,000.00	8,000.00	35
610		Supplies		56.91	200.00	143.09	35
612		Supplies SHOP PUBLIC WORKS	19.14	57.75	1,500.00	1,442.25	35
613		Small Tools			250.00	250.00	35
615		New Equipment			7,400.00	7,400.00	35
630		Maintenance and Operations	20.44	674.88	10,000.00	9,325.12	35
640		Vehicle Expense			740.00	740.00	35
651		Propane-Shop and City Hall		229.04	840.00	610.96	35
652		Propane-Shop		122.49	150.00	27.51	35
671		Power-Plant, Shop and City Hall	614.73	3,229.90	6,500.00	3,270.10	35
680		Chemicals			3,000.00	3,000.00	35
683		Sewer Tests	867.26	3,206.61	6,000.00	2,793.39	35
742		Backhoe Payments	710.79	1,421.58	3,408.00	1,986.42	35
810		Contingency CASH IN BANK/CO			3,160.00	3,160.00	35
910		Ordinance Codification			500.00	500.00	35
Total Account			9,818.99	48,117.98	184,073.00	135,955.02	26

## BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM

CITY OF IDAHO CITY

PAST DUE 60 OR MORE DAYS

For target date 04/06/2021

14:56:01 - 04/06/2021

Account	Route - Meter	Customer Name	Service Address	User Type	Balance	Past Due
	Fund - Service					
20125-00	02-125	[REDACTED]	308 WALULLA STREET W	RESIDENTIAL		
	51 - WATER BASE				312.00	249.60
	51 - WATER USAGE				3.40	2.72
	52 - SEWER				173.05	138.44
	51 - WATER LATE FEE				90.08	90.08
	52 - SEWER LATE FEE				125.82	125.82
	51 - OVERPAYMENT					
			Subtotal for Account 20125-00 :		704.35	606.66
20133-00	02-133	[REDACTED]	112 COTTONWOOD STREE	RESIDENTIAL		
	51 - WATER BASE				336.80	274.40
	51 - WATER USAGE				4.49	4.08
	52 - SEWER				275.99	241.38
	51 - WATER LATE FEE				11.28	11.28
	52 - SEWER LATE FEE				49.45	49.45
	51 - MISC					
	51 - OVERPAYMENT					
			Subtotal for Account 20133-00 :		678.01	580.59
20143-00	02-143	[REDACTED]	201 COMMERCIAL STREET	RESIDENTIAL		
	51 - WATER BASE				124.80	62.40
	51 - WATER USAGE				5.80	2.90
	52 - SEWER				69.22	34.61
	51 - WATER LATE FEE				23.93	23.93
	52 - SEWER LATE FEE				41.18	41.18
	51 - OVERPAYMENT					
			Subtotal for Account 20143-00 :		264.93	165.02
20163-00	02-163	[REDACTED]	2 SUMMERVOLD	RESIDENTIAL		
	51 - WATER BASE				248.60	187.20
	51 - WATER USAGE				1.00	0.80
	51 - WATER LATE FEE				18.82	0.02
	52 - SEWER LATE FEE				18.82	0.02
			Subtotal for Account 20163-00 :		288.24	188.04
20169-00	02-169	[REDACTED]	3878 HIGHWAY 21	COMMERCIAL		
	51 - WATER BASE				148.97	86.57
	51 - WATER USAGE				3.66	2.44
	52 - SEWER				103.83	69.22
	51 - WATER LATE FEE				8.90	
	52 - SEWER LATE FEE				8.90	
	51 - MISC					
	51 - OVERPAYMENT					
			Subtotal for Account 20169-00 :		274.26	158.23
20193-01	00-NONE	[REDACTED]	3865 HIGHWAY 21	RESIDENTIAL		
	51 - WATER BASE				1661.30	1661.30
	52 - SEWER				4266.43	4266.43
	51 - WATER LATE FEE				3920.70	3920.70
	52 - SEWER LATE FEE				2035.74	2035.74
			Subtotal for Account 20193-01 :		11884.17	11884.17
20194-01	00-NONE	[REDACTED]	3867 HIGHWAY 21	COMMERCIAL		
	51 - WATER BASE				486.61	486.61
	52 - SEWER				411.31	411.31
	51 - WATER LATE FEE				897.92	897.92
	52 - SEWER LATE FEE					
			Subtotal for Account 20194-01 :		897.92	897.92
20195-00	02-195	[REDACTED]	3873 HIGHWAY 21	RESIDENTIAL		
	51 - WATER BASE				2184.00	1747.20
	51 - WATER USAGE				48.60	38.88
	52 - SEWER				1843.55	1601.28
	51 - OVERPAYMENT					
			Subtotal for Account 20195-00 :		4076.15	3387.36

Pay Agreement

Pay Agreement

Pay Agreement

7-day letter sent

Pd. \$100  
CK# 2992  
4/8/21Sent out with  
bills for their other properties

## BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM

CITY OF IDAHO CITY

PAST DUE 60 OR MORE DAYS

For target date 04/06/2021

14:56:01 - 04/06/2021

Account	Route - Meter	Customer Name	Service Address	User Type	Balance	Past Due
	Fund - Service					
20197-00	02-197		3879 HIGHWAY 21	RESIDENTIAL		
	51 - WATER BASE				1486.25	1154.25
	51 - WATER USAGE				111.40	89.12
	52 - SEWER				865.25	692.20
			Subtotal for Account 20197-00 :		2442.90	1935.57
20217-00	02-217		117 PROSPECTOR LANE	RESIDENTIAL		
	51 - WATER BASE				157.20	124.80
	51 - WATER USAGE				13.68	9.12
	52 - SEWER				107.84	73.33
	51 - WATER LATE FEE				33.48	33.48
	52 - SEWER LATE FEE				50.86	50.66
	51 - OVERPAYMENT					
			Subtotal for Account 20217-00 :		392.96	291.39
20278-00	02-278		301 WALULLA STREET W	RESIDENTIAL		
	51 - WATER BASE				247.41	185.01
	51 - WATER USAGE				5.68	4.26
	52 - SEWER				138.44	103.83
	51 - WATER LATE FEE				6.38	6.38
	52 - SEWER LATE FEE				6.48	6.48
	51 - ON/OFF FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 20278-00 :		404.39	305.96
30002-00	03-02		304 ELK CREEK ROAD	RESIDENTIAL		
	51 - WATER BASE					
	52 - SEWER				726.81	692.20
	51 - WATER LATE FEE					
	52 - SEWER LATE FEE				122.95	111.77
	51 - OVERPAYMENT					
			Subtotal for Account 30002-00 :		849.76	803.97
30007-00	03-07		160 FOUR PINES LOOP ROAD	RESIDENTIAL		
	51 - WATER BASE					
	52 - SEWER				138.44	103.83
	52 - SEWER LATE FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 30007-00 :		138.44	103.83

Total Balance: 39175.41

Total Past Due: 35112.74



## BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM

CITY OF IDAHO CITY

PAST DUE 60 OR MORE DAYS

For target date 04/06/2021

14:56:01 - 04/06/2021

Account	Route - Meter	Customer Name	Service Address	Balance	User Type	Past Due
	Fund - Service					
20001-00	02-01		302 ELK CREEK ROAD		COMMERCIAL	
	51 - WATER BASE					
	52 - SEWER			8340.94		7925.62
	51 - WATER LATE FEE					
	52 - SEWER LATE FEE			1345.05		1222.77
	51 - OVERPAYMENT					
			Subtotal for Account 20001-00	9685.99		9148.39
20002-00	02-02		305 ELK CREEK ROAD		RESIDENTIAL	
	51 - WATER BASE			249.60		187.20
	51 - WATER USAGE			49.96		37.47
	52 - SEWER			167.44		132.83
	51 - WATER LATE FEE			22.47		22.47
	52 - SEWER LATE FEE			38.95		38.95
	51 - ON/OFF FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 20002-00	526.42		418.92
20004-00	02-04		308 ELK CREEK ROAD		RESIDENTIAL	
	51 - WATER BASE					
	52 - SEWER			726.81		692.20
	51 - WATER LATE FEE					
	52 - SEWER LATE FEE			122.95		111.77
	51 - OVERPAYMENT					
			Subtotal for Account 20004-00	849.76		803.97
20009-00	02-09		210 ELK CREEK ROAD		RESIDENTIAL	
	51 - WATER BASE			249.60		187.20
	51 - WATER USAGE			1907.21		1465.58
	52 - SEWER			138.44		103.83
	51 - WATER LATE FEE			239.75		74.47
	52 - SEWER LATE FEE			254.64		74.47
	51 - OVERPAYMENT					
			Subtotal for Account 20009-00	2789.64		1905.53
20040-00	02-40		202 MAIN STREET		RESIDENTIAL	
	51 - WATER BASE			124.80		62.40
	51 - WATER USAGE			6.22		3.11
	52 - SEWER			95.90		61.29
	51 - WATER LATE FEE					
	52 - SEWER LATE FEE					
			Subtotal for Account 20040-00	226.92		126.80
20077-00	02-77		606 MONTGOMERY STRE		RESIDENTIAL	
	51 - WATER BASE			303.03		240.63
	51 - WATER USAGE					
	52 - SEWER			173.05		138.44
	51 - WATER LATE FEE			35.34		11.28
	52 - SEWER LATE FEE			37.60		11.28
	51 - OVERPAYMENT					
			Subtotal for Account 20077-00	549.02		401.63
20088-00	02-88		101 PLACER STREET		RESIDENTIAL	
	51 - WATER BASE			312.00		249.60
	51 - WATER USAGE			9.80		7.84
	52 - SEWER			273.00		238.39
	51 - WATER LATE FEE			19.01		19.01
	52 - SEWER LATE FEE			19.01		19.01
			Subtotal for Account 20088-00	632.82		533.85
20121-00	02-121		207 WALULLA STREET W		RESIDENTIAL	
	51 - WATER BASE			314.61		252.21
	51 - WATER USAGE					
	52 - SEWER			207.66		173.05
	51 - WATER LATE FEE			44.96		19.76
	52 - SEWER LATE FEE			49.11		19.92
	51 - OVERPAYMENT					
			Subtotal for Account 20121-00	616.36		464.94

**Micro Technology Systems, Inc.**  
**TechCare Services Agreement**

This Agreement is made this 22<sup>nd</sup> day of March, 2021, by and between MicroTechnology Systems, Inc. (MicroTech), with its principal place of business at 125 E. 50<sup>th</sup> St., Garden City, Idaho, 83714, and **City of Idaho City** (Client), with its principal place of business at **511 Main Street, Idaho City, Idaho 83631**.

The Parties agree as follows:

1. Term. The effective date of this Agreement will be **May 1, 2021** and shall be for an initial term of twelve (12) months, unless otherwise terminated earlier as provided herein. Thereafter, this Agreement shall automatically renew for an additional term for twelve (12) months on each and every anniversary date of this Agreement, unless either party provides the other with written notice thirty (30) days prior to the end of the then existing term of their intent to terminate this Agreement.

2. Services.

(a) TechCare Services. MicroTech shall provide the services described on Schedule 1 which is attached to this Agreement and incorporated herein (collectively the "TechCare Services").

(b) Charges and Rates for Service. The charge for TechCare Services during the Term of this Agreement shall be those set forth on Schedule 1-A – TechCare Service Schedule of Charges. MicroTech may increase its monthly service rate or hourly rate by up to ten percent (10%) on each anniversary date of this Agreement with a 30-day notice.

3. Additional Services. In addition to the TechCare Services, MicroTech shall provide any additional services set forth on Schedule 2 – Additional Services Schedule of Charges which is attached to this Agreement and incorporated herein. Additional Services and Licensing fees are resold from third party vendors and costs are subject to change.

4. Regular Business Hours. Services covered under this Agreement will be performed during regular business hours, which are defined as Monday through Friday, between 8:00 AM and 5:00 PM Mountain Time, unless otherwise defined herein. Services performed outside the definition of regular business hours ("Extended-hour services") will be invoiced to Client at the designated hourly rate listed in Schedule 1-A.

5. Cancellation. Client and/or MicroTech may cancel this Agreement for any reason upon thirty (30) days advanced written notice, at any time during the first one hundred and twenty (120) days from the effective date of this Agreement. Thereafter, this Agreement may be terminated only as follows.

(a) Termination by Client.

(i) Termination for Cause. "Termination for cause" shall be defined to mean that MicroTech has breached any term of this Agreement. If Client determines that MicroTech has breached any term of this Agreement, Client shall first provide written notice to MicroTech of such breach of this Agreement (Notice of Breach). Thereafter, MicroTech shall have fifteen (15) days from date of receipt of the Notice of Breach to meet with Client and attempt to cure such breach. If after such fifteen (15) day period Client in its sole discretion does not believe that the breach has been cured, Client at its sole and exclusive remedy may terminate this Agreement.

(ii) Termination at Will. Client may terminate this Agreement at any time for no reason by

providing MicroTech with thirty (30) days prior written notice that it is terminating this Agreement. If Client elects to terminate this Agreement pursuant to this Section 5(a), Client shall within thirty (30) days of the Termination Notice pay to MicroTech fifty percent (50%) of the remaining balance that would have been due under this Agreement calculated as follows: the number of months remaining in the Term of this Agreement measured from the first day of the month of the date of the Notice of Termination through the scheduled termination date of this Agreement, multiplied by the total amount Client would have paid MicroTech per month under this Agreement for the remaining Term, multiplied by one-half. I.e: Early Termination fee will be 50% of the remaining contracted services.

(b) Termination by Microtech.

(i) Termination for Cause. "Termination for cause" shall be defined to mean that MicroTech has determined a problem or issue with Client or Client's IT systems that is obstructing Microtech from effectively performing services as defined in Schedule 1, Schedule 1-A, and Schedule 2. If Microtech determines termination for cause is necessary, Microtech shall first provide written notice to Client of such problem or issue (Notice of Obstruction). Thereafter, Client shall have fifteen (15) days from date of receipt of the Notice of Obstruction to meet with Microtech and attempt to cure such problem or issue. If after such fifteen (15) day period Microtech in its sole discretion does not believe that the obstruction has been cured, Microtech at its sole and exclusive remedy may terminate this Agreement.

(ii) Termination at Will. Microtech may terminate this Agreement at any time for no reason by providing Client with thirty (30) days prior written notice that it is terminating this Agreement. If Microtech elects to terminate this Agreement pursuant to this Section 5(b), Microtech shall within thirty (30) days of the Termination Notice pay to Client fifty percent (50%) of the remaining balance that would have been due under this Agreement calculated as follows: the number of months remaining in the Term of this Agreement measured from the first day of the month of the date of the Notice of Termination through the scheduled termination date of this Agreement, multiplied by the total amount Client would have paid MicroTech per month under this Agreement for the remaining Term, multiplied by one-half. I.e: Early Termination fee will be 50% of the remaining contracted services

6. Disclaimers.

(a) Causes Beyond MicroTech's Control. MicroTech shall provide standard information technology computer networking or infrastructure support. MicroTech shall not be liable for failure to provide those services if such failure is due to any cause or condition beyond MicroTech's control.

(b) No Warranty for Error-Free Service. MicroTech does not warrant the uninterrupted or error-free operation of any of Client's machines or software products.

(c) Limit of Responsibility. MicroTech makes every attempt to safeguard and protect client data from damage, loss, or altered files. Because of events that can occur that are beyond MicroTech's control, due to hardware and software failures, and acts of third parties, MicroTech is not responsible for damaged, lost, or altered client data.

(d) Limited Warranty. MicroTech warrants to Client that, during the term of this Agreement, MicroTech will perform the Services in a professional and workmanlike manner (the "Limited Warranty"). In the event of any breach of the Limited Warranty that is reported to MicroTech during the term of this Agreement, MicroTech's sole obligation and Client's sole right and remedy for such breach shall be the re-performance by MicroTech of the services that were not performed in a professional and workmanlike manner, unless such re-

performance of the services by MicroTech fails to correct such breach within fifteen (15) days, in which case the Client may, after providing written notice to MicroTech in accordance with Section 5(a)(i) above, terminate this Agreement for cause. Notwithstanding the foregoing, the failure to correct or replace hardware devices and/or software programs that were not provided by MicroTech; and/or the delayed timeframe by suppliers of replacement hardware devices/components and/or software programs that are delayed through no fault of MicroTech shall not be deemed to be a breach of the Limited Warranty.

(e) Services As Is. Except for the limited warranty expressly described above, all services, software, and products provided to client under this agreement are provided on an "as is" basis and without any express, implied, statutory, or other warranties of any kind whether oral or in writing, or arising by usage of trade or course of dealing. Without limiting the generality of the foregoing, MicroTech disclaims any and all implied warranties (including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement). The Limited Warranty provided hereunder extends only to Client and Client's permitted assigns.

(f) No Warranty for Third Party Products. Client acknowledges that Client may purchase, lease or license certain products, programs, software, equipment, services, or hardware from third parties associated with Client's informational technology systems ("Third Party Products"), some or all of which may be recommended by MicroTech. Further, Client acknowledges that MicroTech, as part of its TechCare Services may purchase, lease or license Third Party Products. MicroTech shall not be responsible to Client for any damage or loss resulting from such Third Party Products for, including but not limited to, transmission or communication errors, use or failure of hardware or equipment, use or failure of software, failure of delivery or courier services, or for any act, error, omission, or circumstance associated with such Third Party Products beyond MicroTech's reasonable control. Further, MicroTech shall have no obligation or responsibility under this Agreement for the use of any Third Party Products regardless if MicroTech recommends, installs or monitors such Third Party Products.

(g) Force Majeure. Neither party shall be in default for failing to perform under this Agreement (other than a failure to make payment when due or to comply with restrictions upon the use of the products and services) if such failure arises out of any act, event, or circumstance beyond the reasonable control of such party, whether or not predicted or foreseeable. The party so affected will resume performance as soon as reasonably possible.

(h) Disclaimer. Except as provided in this Agreement and any related agreements, MicroTech specifically disclaims any and all warranties of any kind, express, implied or statutory, including, but not limited to, any WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitations on Damages. Under no circumstances shall MicroTech be liable for any losses or damages that are not brought to its attention by client in writing within thirty (30) days of the event giving rise to the alleged liability, and no action arising out of the agreement may be brought by client more than one (1) year after the occurrence of the event giving rise to the alleged liability. MicroTech shall not be liable for any incidental, consequential, special, indirect, delay, economic or property damages whatsoever (including any damages for loss of profits, data or goodwill, business interruptions, damaged or corrupted data, or other commercial, economic, or pecuniary loss) arising out of or relating to this agreement, even if MicroTech was advised of the possibility of such damage. In no event shall MicroTech's aggregate liability for damages under this agreement (regardless of the form of action, whether in contract, tort, strict liability or otherwise) exceed the amount paid by client for services during the twelve (12) months immediately prior to the claim giving rise to the alleged damages.

#### 8. Proprietary Information.

(a) Safeguards of Client Information. All information related to Client's business which is required to be submitted by Client to MicroTech pursuant to this Agreement shall be safeguarded by MicroTech to the same

extent that MicroTech safeguards information relating to its own business. If, however, such information is publicly available, already known by MicroTech, or is rightfully obtained from third parties, MicroTech shall bear no responsibility for its disclosure, inadvertent or otherwise.

(b) Safeguards of MicroTech Information. Client shall safeguard all proprietary MicroTech information as it would its own. MicroTech's proprietary information includes this Agreement and any other documents from MicroTech that are identified as MicroTech's proprietary information.

9. MicroTech Obligations. MicroTech shall perform all services which it agrees to perform pursuant to this Agreement in a workmanlike manner consistent with industry standards. If MicroTech breaches the provision, its sole obligation shall be to re-perform the services in question promptly and properly.

10. Attorney's Fees. If either party defaults or initiates any legal action under this Agreement (including appeal), the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Non-Solicitation. Neither party shall hire or solicit for hire or engage as an independent contractor or employee of the other during the term of and for one year after the termination of this Agreement, without the express written consent of the other party. If Client breaches this Section 11, Client agrees to pay MicroTech within thirty (30) days of hiring the MicroTech employee an amount equal to 28% of the employee's first year salary.

12. Invoicing. TechCare Services agreement will be invoiced at the end of each month for agreement services provided in the following month. Terms are net twenty (20) days on all invoices. Services provided above, or in addition to, the hourly allotment will be invoiced at time of service. All invoices will be mailed to the Client address listed in paragraph 1 of this Agreement. In the event that the billings address changes, the Client agrees to notify MicroTech in writing within thirty (30) days of effect at the following address:

MicroTechnology Systems, Inc.  
125 E. 50<sup>th</sup> St.  
Garden City, ID 83714

13. Late Fee Charges. In the event MicroTech has not received payment in full for the charges under this Agreement when due, a service charge shall be added to the amount due in an amount equal to one and one-half percent (1 ½ %) per month.

14. Successors and Assigns. This Agreement may be assigned by either party and shall be binding upon the successors and assigns of the parties.

15. Choice of Law. This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho and each party specifically agrees to the application of such laws to such party and his rights, duties, obligations and agreements, hereunder or arising out of the subject matter hereof.

16. Attachments. Every attachment or schedule attached and referred to in this Agreement is hereby incorporated in this Agreement.



The appropriate authorized signatures below indicate acceptance of this Agreement.

MICROTECH

CLIENT

Bill Mogensen  
Print Name

\_\_\_\_\_  
Print Name

**Bill Mogensen**\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Account Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

3/22/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Schedule 1**  
**TechCare Services**

<p style="text-align: center;"><b>Remote Monitoring and Reporting</b></p> <ul style="list-style-type: none"> <li>• Agent Provided by third party vendor</li> <li>• Agents send selected data back to management console</li> <li>• Console monitored by MicroTech</li> <li>• Reports configured to send to Client</li> </ul>	<p style="text-align: center;"><b>Patch Management</b></p> <p>Patch Management for Microsoft software provided in one of three ways:</p> <ul style="list-style-type: none"> <li>• Third party vendor remote monitoring tools</li> <li>• Microsoft Windows Server Update Services</li> <li>• Windows updates services on local systems</li> </ul>
<p style="text-align: center;"><b>Antivirus Monitoring &amp; Threat Hunting</b></p> <p>Antivirus / threat hunting software agent provided by third party vendor(s). Systems monitored through third party management console for:</p> <ul style="list-style-type: none"> <li>• Virus pattern file updates</li> <li>• Virus system scan completion</li> <li>• Virus activity reporting</li> <li>• Malicious hacking activity</li> </ul>	<p style="text-align: center;"><b>DNS Protection Services</b></p> <p>DNS Protection agent provided by third party vendor. Systems monitored through third party management console for:</p> <ul style="list-style-type: none"> <li>• Protects users against known malicious websites</li> <li>• Provides web &amp; content filtering</li> <li>• DNS reporting</li> </ul>
<p style="text-align: center;"><b>Backup Monitoring</b></p> <ul style="list-style-type: none"> <li>• If service selected by client, local backup provided by Windows backup application or Third Party Vendor <ul style="list-style-type: none"> <li>◦ Backup success or failure monitored by MicroTech through remote monitoring console</li> </ul> </li> <li>• If service selected by client, remote offsite online backup services provided by Third Party Vendor <ul style="list-style-type: none"> <li>◦ Backup encryption provided by Third Party Vendor</li> <li>◦ 30 file version history</li> <li>◦ Daily synchronization with offsite servers</li> <li>◦ Backup success or failure monitored by MicroTech through remote monitoring console</li> </ul> </li> </ul>	
<p style="text-align: center;"><b>TechCare Support Hours</b></p> <p>Included as part of the TechCare Services are TechCare hours ("TechCare Hours"). TechCare Hours are charged each month for performing regular maintenance, troubleshooting, user requests, or ongoing support for information technology hardware, software, or line of business applications existing on Client's systems, including but not limited to items such as Microsoft server and desktop operating systems, Microsoft productivity software, antivirus software, backup software, other third party software, infrastructure hardware, and line of business applications. Line of business applications is to include but not limited to, accounting or industry software. Support services can be delivered remotely (not on premise) or on-site (on premise). If in any month Client exceeds the TechCare hours or for matters not included in TechCare Hours, Client shall be charged at rate specified in schedule of charges. Remote support TechCare Hours are billed in fifteen-minute increments; onsite support TechCare Hours are also billed in fifteen-minute increments with a one (1) hour minimum.</p>	
<p style="text-align: center;"><b>TechCare Services Exclusions</b></p> <p>Certain projects are excluded from TechCare Services and are not part of TechCare Hours; those projects excluded are additions, changes, or removal from existing operating/software systems on the network. Some examples include but are not limited to:</p> <ol style="list-style-type: none"> <li>1) Installation and implementation / configuration of new hardware, operating systems, or software.</li> <li>2) Upgrades to existing hardware, operating systems, or software.</li> <li>3) Training on hardware, operating systems, or software.</li> <li>4) Removal of existing hardware, operating systems, or software.</li> </ol>	

Schedule 1-A  
**TechCare Service Schedule of Charges**

Monthly TechCare Hours

- Monthly rate for monthly block hours -- **\$345.00** per month
- Monthly rate for monthly hours block is based on 3 support hours per month.
- Block Hourly rate is **\$115.00**
- Monthly rate for site administration is **\$115.00** (1 hour non- useable)
- Extended support hours charged at time plus one half to monthly hour allotment
- Remote support hours billed in 15-minute increments
- Onsite support hours, 1 hour minimum and 15-minute increments thereafter
- Travel billed in 15-minute increments
- Monthly hours not used roll into the following month through the term of This Agreement
- Monthly hours not used through the term of This Agreement expire upon the anniversary date and have no dollar value. Hours will not be refunded.

Scheduled Onsite Visits – No Scheduled Onsite Time

One time setup / onboarding service fee – \$1,150.00

Additional future services

- Additional hours used over allotted hours will be billed at the current time and material rate.
- Additional extended support hours will be billed at the current time and material rate + ½ per hour

Projects

- Projects will be proposed on an individual basis based on a) estimated number of hours to complete and will be billed at a determined hourly rate, or b) an agreed upon flat rate.

Schedule 2  
**Additional Services Schedule of Charges**

TechCare Essentials Protection Suite Nodes

- **\$10.00** per node per month
- Antivirus agents provided by third party
- Advanced threat hunting agent provided by third party
- DNS Protection Services provided by third party
- Remote monitoring agents provided by third party

Backup Software Licensing Rates

Shadow Protect local backup agents provided by Storage Craft

- Shadow Protect server license -- **\$44.00** per server per month

SolarWinds Encrypted off-site remote backup

- SolarWinds server backup agent -- **\$58** per server per month

Microsoft Office 365 Accounts

- Microsoft Office 365 accounts resold through Pax8
- Hosted Exchange -- **\$4.00** per account per month
- Business Basic -- **\$5.00** per account per month
- Business Standard -- **\$12.50** per account per month
- Business Premium -- **\$20.00** per account per month

Listed Fees above

- Additional Services and Licensing fees listed on this page are resold from third party vendors and costs are subject to change.