

City of Colton
City Council
Special Meeting Agenda
Date: 11/20/2023
Time: 5:30 pm
Location: City Hall (309 E 4th St, Colton, SD, 57018)

1) Call to order / Roll call

- T. Bunde R. Amundson C. Foster T. Evans J. Hulsher J. Lyon M. Wochnick
 Public Works Superintendent Jerrit Pedersen Finance Officer M. Fraser

2) Public Time

3) Public hearing(s):

4) Reports/Other business:

- a) 2024 Liquor license renewal Classic Corner
b) 2024 Liquor license renewal TJz
c) 2024 Wine & Cider License renewal Dollar General

5) Quotes:

- a) Online payment processor Neonlink Contract Review
b) IT Elbow Contract Review
c) IT Raztech Contract Review
d) Raztech Cisco Meraki Firewall 3 years

6) Ordinances, resolutions, policies, motions:

7) Approve Agenda – November 13th, 2023

8) Approve Meeting Minutes – November 13th, 2023

9) Approve Claims

10) Adjourn



Liquor Licensing

messages

Patrick Glover <Patrick@meierhenrylaw.com>
o: bundeconstruction@gmail.com <bundeconstruction@gmail.com>

Tue, Nov 14, 2023 at 10:55 AM

Mayor Bunde,

The fees for liquor licenses are set by SDCL 35-4-2. Below are the current fees (both initial and renewal) for off-sale and on-sale liquor licenses. The off-sale has a maximum renewal fee of \$500.00 and the on-sale has a maximum renewal fee of \$1,500.00.

35-4-2. Classes of licenses enumerated--Fees.

The classes of licenses, with the fee of each class, are as follows:

- (3) Off-sale--not less than three hundred dollars. The renewal fee for the license may not exceed five hundred dollars;
- (4) On-sale--not less than one dollar for each person residing within the municipality as measured by the last preceding federal census. The renewal fee for the license may not exceed fifteen hundred dollars;

On the reissuance of a retail license, no public hearing is required as long as the licensee and/or the licensee's employees have not been subjected to a criminal penalty for violating alcohol laws (usually selling to minors). If the license has been suspended in the past year, a public hearing is also required. The only other restriction is that the City is not allowed to reissue any on-sale license that has not been actively used in the past 2 years. Actively used is defined as the licensed premises being open to the public during regular business hours for at least 60 days during the 2 preceding years.

Let me know if you have any follow-up questions.

Sincerely,
pjg

Patrick J. Glover

Meierhenry Sargent LLP

315 S. Phillips Avenue

Sioux Falls, SD 57104

605.336.3075

NOTICE: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail. Please virus check all attachments to prevent widespread contamination and corruption of files and operating systems. Nothing contained in this message or in any attachment shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions. If this message is being sent in connection with a collection effort:

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

o: Patrick Glover <Patrick@meierhenrylaw.com>

So do we set the renewal price?

[Quoted text hidden]

Patrick Glover <Patrick@meierhenrylaw.com>

Tue, Nov 14, 2023 at 11:52 AM

o: Trevor Bunde <bundeconstruction@gmail.com>

Correct. Under Section 4.0102 of the City Ordinances, the City Council sets the license fees which are to be paid in full at the time of application in such manner as approved by the City Council.

Sincerely,
pjg

Patrick J. Glover

Meierhenry Sargent LLP

315 S. Phillips Avenue

Sioux Falls, SD 57104

605.336.3075

NOTICE: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail. Please virus check all attachments to prevent widespread contamination and corruption of files and operating systems. Nothing contained in this message or in any attachment shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions. If this message is being sent in connection with a collection effort:

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

From: Trevor Bunde <bundeconstruction@gmail.com>

Sent: Tuesday, November 14, 2023 11:16 AM

To: Patrick Glover <Patrick@meierhenrylaw.com>

Subject: Re: Liquor Licensing

[Quoted text hidden]

reavor Bunde <bundeconstruction@gmail.com>

Tue, Nov 14, 2023 at 11:58 AM

o: Patrick Glover <Patrick@meierhenrylaw.com>

Ok do the way I read that is TJz bar would pay \$712 (per resident) + what we would set the renewal fee. Correct me if I'm wrong

[Quoted text hidden]

Patrick Glover <Patrick@meierhenrylaw.com>

Tue, Nov 14, 2023 at 12:12 PM

o: Trevor Bunde <bundeconstruction@gmail.com>

Mayor Bunde,

The minimum application fee (initial issuance of the on-sale license) would be tied to Colton's population. The initial fee could be more than that, though. The renewal fee (which is what you are doing now) for TJz Bar is whatever amount the City Council has set for on-sale license renewals, not to exceed \$1,500.00. If you're not sure what that amount is, I would look back to last year to see what you charged and use that same amount. If the City Council wants to increase that amount, it should be done when all other fines/costs are set for the year.

pjg

Patrick J. Glover

Meierhenry Sargent LLP

315 S. Phillips Avenue

Sioux Falls, SD 57104

605.336.3075

NOTICE: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail. Please virus check all attachments to prevent widespread contamination and corruption of files and operating systems. Nothing contained in this message or in any attachment shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions. If this message is being sent in connection with a collection effort:

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

From: Trevor Bunde <bundeconstruction@gmail.com>

Sent: Tuesday, November 14, 2023 11:58 AM

[Quoted text hidden]

[Quoted text hidden]

re: Trevor Bunde <bundeconstruction@gmail.com>

o: Patrick Glover <Patrick@meierhenrylaw.com>

Tue, Nov 14, 2023 at 12:14 PM

Thank you for the information!

[Quoted text hidden]

**AGREEMENT TO EMPLOY AN ELECTRONIC
BILL PAY PRESENTMENT SYSTEM**

This Services Agreement (the “**Agreement**”) is entered into as of _____, 20____ (the “**Effective Date**”), by and between NeonLink, LLC, a Utah limited liability company (“**NeonLink**”) and _____ (“**Company**”, “**you**”, and “**yours**”), and includes the terms and conditions of any other documents that are incorporated herein by reference, as may be amended by the parties in accordance with the requirements herein. NeonLink and Company may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

Background. By this Agreement, NeonLink shall provide, and the Company shall accept, pay presentment services (“**Services**”) that consist of (a) electronically informing Company customers of their bill payment obligations and (b) enabling customers to make payments through a NeonLink web portal. By entering into this Agreement, Company, its agents, representatives, employees and any other person acting on its behalf, shall be bound by, and agrees to be bound by, the Agreement.

1. Communication and Cooperation.

A. **Communication.** NeonLink agrees to communicate regularly with Company regarding the status of the Services. To help NeonLink meet its obligations under this subsection, Company agrees to promptly respond to questions and communications from NeonLink.

B. **Cooperation.** Company acknowledges that Company’s involvement in providing the Services is essential to NeonLink’s ability to perform under this Agreement. Accordingly, Company agrees to assist NeonLink in the performance of NeonLink’s obligations under this Agreement by making available to NeonLink individuals with authority to make decisions regarding the Services on behalf of Company. Company agrees to designate the individual with authority to make binding decisions (the “**Company Representative**”). NeonLink agrees to communicate with the designated individual for Company.

C. **Reliance on Company’s Representative.** Company understands and authorizes NeonLink to rely upon Company’s Representative as having the authority specified above and that all official communications from NeonLink to Company shall be addressed to Company’s Representative. Company further agrees and authorizes NeonLink to rely on Company’s representations and warranties.

2. Company Representations and Warranties.

A. **Authority; Conflict with laws.** Company represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and fulfill its obligations hereunder; and (ii) the execution of this Agreement and performance of its obligations and duties hereunder do not conflict with any agreement to which Company is a party or by which it is otherwise bound or any applicable governmental law or regulation to which it is subject.

B. **Use of Accounts.** Company represents and warrants that it has merchant accounts and check processing accounts (the “**Accounts**”) that it can and hereby is making available to NeonLink to facilitate the provision of Services hereunder. Company further represents and warrants that it is, has been, and will be compliant with all agreements and applicable governmental laws or regulations in respect of the Accounts, and that it may make the Accounts available to NeonLink as contemplated by this Agreement.

3. Payments and Fees.

A. **Setup Fee.** Company agrees to pay to NeonLink an initial setup/installation fee of \$0.00 which shall be due and payable within 30 days after this contract is executed.

B. **Monthly Fee.** In addition to the above-provided initial setup/installation fee, Company shall also pay a monthly maintenance fee of \$200.00 for each month of operation of the System under this Agreement, which monthly service fee shall be due on the first day of each month. The first month’s payment shall be for the first month that the system is advertised or is linked to by the Company.

C. **Transaction Fees.**

(i) Credit card or debit card. Company agrees to pay NeonLink a fee of \$0.40 per transaction conducted through NeonLink's web portal during the prior calendar month.

(ii) Electronic Check. Company agrees to pay NeonLink a fee of \$.40 per transaction conducted through NeonLink's web portal during the prior calendar month.

(iii) Other Electronic Payments. Company agrees to pay NeonLink a fee of \$0.40 per transaction conducted electronically using NeonLink's system during the prior calendar month. Examples of this form of payment are electronic transfers from a bill-pay provider.

(iv) Such fees shall be payable by the twenty-first (21st) day of each calendar month.

D. Email Fees. Company is allocated 1,000 emails per month for communication. Emails not used in a given month will be forfeited.

E. Text Fees. Company is allocated 1,000 texts per month for communication. In the event that a text message exceeds the maximum character limit and is automatically split into multiple portions by the messaging service provider, each portion of the text message will be counted towards the monthly allotment of messages. Texts not used in a given month will be forfeited.

F. Merchant Account Fees. Company is solely responsible to pay any and all merchant account fees directly to the financial institution that imposes them.

G. Change in Fees. NeonLink guarantees that the current fees as stated in section C will remain in effect for a period of twelve (12) months from the date of this contract. Thereafter, NeonLink reserves the right to increase or institute new charges upon reasonable notice to Company, including charges that may be based on NeonLink's cost of providing the Services or what NeonLink views as extraordinary use of email communications by means of the Services.

H. Unpaid Fees. Any amount remaining unpaid after twenty-one (21) days shall accrue interest at a rate of the lesser of: (i) 1.5% per month; or (ii) the highest rate allowed by law. Failure of Company to make any payment of the Monthly Fees when due shall be deemed to be a material breach of this Agreement and shall be sufficient cause for termination or suspension of access to the NeonLink Network or the Services.

I. Payments. All payments due hereunder shall be made in U.S. dollars and shall not be subject to set-off for any claims against NeonLink. Postdated checks are not an acceptable form of payment. To the extent that Company provides a credit card or debit card for payments, Company hereby authorizes NeonLink to charge its card for applicable fees.

J. Refunds. All Monthly Fees connected with the Services are non-refundable.

K. Insufficient Funds. Company agrees that is responsible for any and all collection costs and fees resulting from a payment that is not honored for insufficient funds. Such fees include, but are not limited to, returned check fees for checks that are not honored for insufficient funds or handling fees for any credit card transaction that is not approved.

4. Term and Termination.

A. Initial and Monthly Terms. The initial term of this Agreement shall begin on the Effective Date and terminates when NeonLink has provided the Services contemplated herein for twelve (12) different calendar month periods (the "**Initial Term**"). The Initial Term shall automatically renew for successive one (1) month periods thereafter ("**Monthly Terms**," together with the Initial Term, the "**Term**") unless either Party terminates this Agreement in accordance with this Section.

B. Termination. During the Term, either Party may terminate this Agreement (i) on thirty (30) day written notice to the other Party, with or without cause, or (ii) immediately in the event of a material breach of this Agreement by the other party by providing written notice of such termination to the breaching Party.

C. Early Termination. If Company terminates the Agreement during the Initial Term, Company agrees to pay to NeonLink a termination fee equal to \$0.00 (the "**Termination Fee**").

D. Effect of Termination. Upon termination or suspension, regardless of the reasons therefore, Company's right to use the Services immediately ceases. All sections which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

5. Confidential Information.

A. Confidential Information. In connection with this Agreement, each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain confidential or proprietary information regarding the Disclosing Party's business, affiliates, or business partners ("**Confidential Information**"). Confidential Information includes, but is not limited to, any data or information, oral or written, that relates to Disclosing Party's or any of Disclosing Party's existing or contemplated business activities, technology, developments, software, methods, or trade secrets. Confidential Information also includes the terms of this Agreement and the Services. Notwithstanding the foregoing, Confidential Information is deemed not to include information that: (i) is or becomes publicly known, through no fault of the Receiving Party; (ii) was known by the Receiving Party prior to disclosure hereunder; (iii) is disclosed to the Receiving Party by a third party with no violation of confidentiality to the disclosing party; or (iv) is developed by the Receiving Party independent of any use of information disclosed by the disclosing party.

B. Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. However, the Receiving Party may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that Receiving Party gives reasonable prior notice to the Disclosing Party to contest such order or requirement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

C. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever occurs first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

6. Publicity and References.

Notwithstanding anything to the contrary in the Agreement, NeonLink shall be permitted to disclose in summary form the nature of the work performed for Company. Moreover, notwithstanding anything to the contrary in the Agreement, each Party is entitled to reference the other Party and describe work completed under this Agreement in summary and general form, without revealing any of the other Party's confidential information.

7. Endorsement; Guarantee.

Company acknowledges and understands that entities on the NeonLink Network do not endorse Company's products or services.

8. Independent Contractor.

For all purposes hereof and in the performance of its obligations under this Agreement, NeonLink is and shall remain an independent contractor and nothing in this Agreement shall be deemed or construed to create an

employer/employee, joint venture or partnership relationship between NeonLink and Company. Nothing herein shall be deemed or construed to create an employment relationship between Company and any employee, agent or independent contractor of NeonLink. Neither party shall have any authority to insure any obligations on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party.

9. Non-Exclusivity.

Company recognizes that NeonLink's personnel providing services to Company under this Agreement may perform similar services from time to time for other persons, and this Agreement shall not prevent NeonLink from using such personnel for the performance of such similar services for such other persons.

10. Indemnification.

A. Scope. Company shall and does hereby agree to defend, indemnify and hold harmless NeonLink and NeonLink's affiliates, directors, officers, and employees for, from and against any and all claims, demands, actions, liabilities, judgments, losses and expenses (including attorneys' fees, witness fees and court costs) ("**Claims**") incurred by NeonLink arising during or after the term of this Agreement as a result of Company's (i) breach of this Agreement or any representations or warranties herein, or (ii) violation of any federal, state or local law, rule or regulation in connection with this Agreement. Company further agrees to defend, indemnify and hold harmless NeonLink from and against any and all Claims arising from (x) Company's gross negligence or willful misconduct, or (y) the acts or omissions of Company's affiliates in connection with this Agreement.

B. Notification and Defense. If any action is brought against NeonLink (the "**Indemnified Party**") in respect to any allegation for which indemnity may be sought from Company ("**Indemnifying Party**"), the Indemnified Party will promptly notify the Indemnifying Party of any such claim of which it becomes aware and will (i) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party.

11. Warranties.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WHEN OTHERWISE STATED IN WRITING THE MATERIALS PRODUCED UNDER THE TERMS OF THIS AGREEMENT ARE PROVIDED TO COMPANY "AS IS," THAT IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT RESTS SOLELY WITH COMPANY.

12. Limitation of Liability.

Company expressly understands and agrees that NeonLink shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if NeonLink has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the services; (ii) the cost of procurement of substitute goods and services; or (iii) any other matter relating to the services. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO COMPANY.

13. Miscellaneous Provisions.

A. Notices. All notices required shall be in writing and shall be effective on the date of mailing to the parties at the addresses indicated on the signature page of this Agreement, to the attention of the signers of

this Agreement, or to such other address as designated by the parties in writing, and sent via certified U.S. mail, or by a mutually recognized overnight delivery service.

B. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof. Any invalid or unenforceable provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provisions(s) held to be invalid or unenforceable.

C. Waiver. The waiver of a breach of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

D. Force Majeure. Neither Party shall be responsible for any failure to perform, or delay in performing any of its obligations under this Agreement, where and to the extent that such a failure or delay results from causes outside the control of such party. Such causes shall include, without limitation, delays caused by the other party, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, civil commotion, or the like.

E. Headings. Section headings are for the convenience of the Parties and should not be construed as part of this Agreement.

F. Governing Law. This Agreement shall be deemed executed in Salt Lake County, Utah and shall be governed by the laws of the State of Utah.

G. Entire Agreement. This Agreement supersedes all prior oral or written representations, communications, or agreements between the parties, and, together with any appendices, constitutes the final and entire understanding of the parties regarding the subject matter of this Agreement. Neither Party has relied on any such prior oral or written representations, communications, or agreements.

H. Attorneys' Fees. Should either Party employ an attorney to institute suit, demand arbitration or institute any other procedure for the resolution of a dispute in order to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of this Agreement or to recover on a surety bond given by a Party under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, consultants and experts fees, costs, charges, and expenses expended or incurred therein.

I. Execution. This Agreement may be executed (including by facsimile or Internet-based service) by one or more of the parties on any number of separate counterparts. All of such counterparts taken together shall be deemed to constitute one and the same instrument, and (if by facsimile) each such facsimile shall have the same force and effect as if an original.

J. Third-Party Support. Company understands that NeonLink uses third-party vendors and partners to provide the necessary technology and equipment to provide the Services and that NeonLink is not responsible for the shortcomings of any such third parties.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

NEONLINK:

By: _____
Name: _____
Title: _____
Address: _____

COMPANY:

By: _____
Name: _____
Title: _____
Company: _____

Credit Card Processing Fees

NeonLink Fees

Monthly Fee	\$200	+
Credit Card Transaction Fee	\$0.40	
eCheck Transaction Fee	\$0.40	
Bank Bill Pay Transaction Fee	\$0.40	
Email Fee 1000/month	\$0.00	
Text fee 1000/month	\$0.00	

eCheck Provider Fees

eCheck Statement Fee	\$15/month	f
eCheck Transaction Fee***	\$0.30/item	
eCheck Minimum Fee	\$10.00/month	
eCheck Non Sufficient Funds Fee	\$30	

Merchant Account Fees

Credit Card Processing Fees****	TBD
---------------------------------	-----

Merchant Account Fees*

Credit Card Statement Fee	\$7.50/month	+
Credit Card Gateway Fee	\$20/month	maybe
PCI Compliance with Breach assurance	\$9.95/month	
Credit Card Reporting	\$8/month	
Credit Card Minimum Fee	\$10.00/month	
Credit Card Transaction Fee	\$0.15/item	
Credit Card Estimated Interchange Fee	\$1.50/item	
Credit Card Chargeback Fee	\$15.00	

The IT Provider

last will be more than what we are paying but not getting charged extra
Additions are 1/2 time project fee or more office new employee new computer

Conclude Above & Beyond what already getting

1997 Week around **Elbow**

Microsoft Office products are separate fee \$688.50 mo

T2270 license \$9500 per firm
delivered Reimburse
Account 3 firewalls
Hardware - \$100 per device + 1 year

reseller for Microsoft we would pay through them
Email Security End point Security detection, DNS filtering, Security Assessments for internal vulnerability
Manage critical updates
manage network equipment - Sonic Wall firewall - instead of current Fortinet Forticare
Endpoint detection EDR - Cyber insurance
Anything covered in the contract includes time for it
No DNS servers - software - Cisco - analyze websites to detect good or Bad
Security ^{training} Phishing tests, done with monitoring to see if any info has been compromised
back ups are a separate charge but not data
data recovery needs are included not separate charge
Vulnerability assessments - looks for any flaws in software in our systems.
technology budgeting - life cycle.
System is capable of creating a budget for hardware + expected life cycle

can add in phones + printers

18



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net



We have prepared a quote for you

City of Colton - Master Solutions Agreement

Quote # KE-004917
Version 1

Prepared for:

City of Colton

Mikayla Fraser
FinanceOffice@cityofcoltonsd.com

13



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement	Recurring	Price	Qty	Ext. Recurring	Ext. Price
----------------------------	-----------	-------	-----	----------------	------------

MASTER SOLUTIONS AGREEMENT

This Master Solutions Agreement ("Agreement") between ELBO Computing Resources, Inc. ("ELBO"), a South Dakota corporation and the client named below ("Client") is entered into and made effective as of the date last signed below ("Effective Date"). Client and ELBO are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

Client: City of Colton

Address: 309 E 4th St,

Colton, SD, 57018

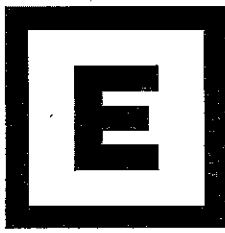
Phone: (605) 446-3811

Email: FinanceOffice@cityofcoltonsd.com

1. DEFINITIONS.

- 1.1. "Client Components" means the hardware, software, other products, and other Content including, without limitation, those specified in a Quote as being provided by Client.
- 1.2. "Client Data" means all data and information about Client's business(es), customers, employees, operations, facilities, products, markets, assets, or finances that ELBO obtains, creates, generates, collects or processes in connection with its performance of Services and is stored in any Hosting Environment.
- 1.3. "Content" means information, software, Client Data and other data including, without limitation, HTML files, scripts, programs, recordings, sound, music, graphics, and images that Client or any of its Users create, install, upload or transfer in or through the Hosting Environment.
- 1.4. "Confidential Information" means any information furnished by Discloser to Recipient during the term of this Agreement, including, without limitation, pricing, methods, processes, financial data, lists, statistics, software, systems or equipment, programs, research, development, strategic plans, operating data, or related information of each of the parties and/or its or their customers and suppliers, concerning past, present, or future business activities of said entities. This Agreement is the Confidential Information of ELBO. All other Confidential Information must be clearly designated as "Confidential." Information provided orally will be considered confidential only if a written memorandum of such information clearly designated as marked "Confidential" is delivered to Recipient within thirty (30) days of the Disclosure. As to any particular Confidential Information, "Discloser" means the Party disclosing the Confidential Information and the "Recipient" means the Party receiving the Confidential Information.
- 1.5. "Disclosure" means the release, publication, or dissemination of Confidential Information by a Party and excludes the release, publication, or dissemination of Confidential Information by a third party.
- 1.6. "Hosting Environment" means Client's application hosting environment for the delivery of Services (as defined herein), consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in any Quote.
- 1.7. "Required Consents" means any consents, licenses, or approvals required to give ELBO, or any person or entity acting for ELBO under this Agreement, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, the Client Components and Content, without infringing the ownership or intellectual property rights of the providers, ELBO, or owners of such Client Components and Content.
- 1.8. "User" means any entity or individual that receives or uses the Services, or the results or products of the Services, through Client.

Any capitalized term which is defined in this Agreement shall have the same meaning when used in any Quote unless the language or context requires otherwise. Quote specific definitions, if any, shall be included in the applicable Quote, and shall apply only with respect to



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement	Recurring	Price	Qty	Ext. Recurring	Ext. Price
----------------------------	-----------	-------	-----	----------------	------------

such Quote.

2. STRUCTURE.

- 2.1. **Agreement Structure.** This Agreement contains general contractual terms for all information technology services to be provided by ELBO ("Services"). The Services that ELBO will provide, applicable pricing and payment terms, and other transaction-specific provisions will be agreed upon through Quotes (each a "Quote"). Each Quote shall be signed by both Parties and will be deemed to incorporate all of the provisions of this Agreement by reference. Each Quote will be a separate agreement between ELBO and Client.
- 2.2. **Order of Precedence.** In the event of any inconsistencies between the terms of this Agreement and the terms of any Quote, the terms of this Agreement shall control. The Parties may specify in the applicable Quote that a particular provision of the Quote is to supersede a provision of this Agreement, in which case the superseding Quote provisions shall be applicable only to such Quote and shall be effective for such Quote only if such provision expressly references the applicable Section of this Agreement that is to be modified and clearly states that such provision supersedes the conflicting or inconsistent provision in this Agreement.
- 2.3. **Scope of Services.** Subject to the terms and conditions in this Agreement and the applicable Quote, ELBO will use commercially reasonable efforts to perform the Services described in the applicable Quote.
- 2.4. **Changes.** In the event Client wishes to add additional programs, applications or data sources, systems servers, network devices of any kind, or otherwise requests an expansion in the scope of the Services, then Client shall present its request for such alterations of its network to ELBO for scoping. ELBO shall provide a PCR. As used in this agreement, a PCR means a project change request (change order) signed by both Parties authorizing a change in the scope of the Services. No alterations to the Services will be permitted under this Agreement without a signed PCR.

3. HOSTING SERVICES.

3.1. Information Security.

- 3.1.1. **Security Measures.** ELBO will maintain commercially reasonable security measures that are designed to (a) ensure the security of the Client Data stored by ELBO in the Hosting Environment; (b) protect against any anticipated threats or hazards to the security or integrity of the Client Data stored by ELBO in the Hosting Environment; and (c) protect against any unauthorized access to or use of the Client Data as stored by ELBO in the Hosting Environment.
- 3.1.2. **Notification and Prevention Obligations.** Upon becoming aware, ELBO shall promptly notify Client of any actual security breach in its Hosting Environment that may result in the unauthorized access to or disclosure of unencrypted Client Data. This notification will state in reasonable detail the Client Data at risk. ELBO agrees to take all actions reasonably necessary under the circumstances to immediately prevent the continued unauthorized access of such information. ELBO further agrees that in the event of a breach of confidentiality or security, it will work in good faith and cooperate with Client to address the breach. ELBO shall not be responsible or liable for any security breach caused by Client.
- 3.1.3. **Audits by Client.** Client shall have the right to review ELBO's security measures (but not those of its vendors or subcontractors) prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. The dates of any onsite audit shall be mutually agreed upon by the Parties. Client shall be responsible for the entire cost of any onsite audit. ELBO may charge Client on a time-and-materials basis at the then-current standard time and materials rate for Client audits and requests for information based on the length and detail of the audit/information requested. No such audit may include activities that might result in "downtime" or unavailability for the Hosting Environment. Any "downtime" or unavailability as a result of any audit by Client shall not count as downtime for purposes of any Quote and shall not be a breach of this Agreement or any Quote by ELBO.

3.2. CLIENT RESPONSIBILITIES.

- 3.2.1. **Acceptable Use.** Client is responsible for all acts and omissions of its Users in connection with receipt or use of the Services. Client agrees, and will ensure its Users agree, to act responsibly and not use the ELBO Services for any illegal or unauthorized purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, using copyrighted text, sharing illegal software, and unauthorized use of images. ELBO has the right to investigate potential violations of this Section. If ELBO determines that a breach has occurred, then ELBO may, in its sole discretion: (a) restrict Client's and Users' access to the Services; (b) remove or



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement

Recurring

Price

Qty

Ext. Recurring

Ext. Price

require removal of any offending Content; (c) terminate this Agreement for cause; and/or (d) exercise other rights and remedies, at law or in equity. Except in an emergency or as may otherwise be required by law, before undertaking the actions in this Section, ELBO will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify ELBO of any event or circumstance related to this Agreement, Client's or any User's use of the Services, or Content of which Client becomes aware, that could lead to a claim or demand against ELBO, and Client will provide all relevant information relating to such event or circumstance to ELBO at ELBO's request. ELBO agrees to allow Client complete and unrestricted access at all times to Client's software applications, devices, equipment, hardware, and all Services-related license files so that Client can audit its Users' compliance with the terms of this Agreement.

- 3.2.2. **Content.** Client is solely responsible for: (a) all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support; (b) all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content; (c) the selection of controls on the access and use of Content; and (d) the selection, management and use of any public and private keys and digital certificates it may use with the Services. Client agrees not to access the Hosting Environment by any means other than through the interface that is provided by ELBO for use in accessing the Hosting Environment.
- 3.2.3. **Required Consents.** Client shall obtain and keep in effect all Required Consents necessary for ELBO to perform all of its obligations as set forth in this Agreement. Upon request, Client will provide to ELBO evidence of any Required Consent. ELBO will be relieved of its obligations to the extent that they are affected by Client's failure to promptly obtain and provide to ELBO any Required Consents. ELBO will adhere to reasonable terms and conditions pertaining to Content as notified in writing to ELBO. ELBO agrees not to remove or alter any copyright or other proprietary notice on or in any Content without Client's consent.
- 3.2.4. **Software.** Client authorizes ELBO to determine whether or not software specified in any SOW is currently in place, operational and maintained and supported at the level required for ELBO to perform the Services required under this Agreement. All software in Client's environment must be properly licensed. Client grants ELBO, at no charge, the right to use any Client-owned or developed application software systems required by ELBO to provide the Services specified in any SOW to Client.
- 3.2.5. **Capacity Planning.** Client is solely responsible for determining whether the services, Hosting Environment, and related Content meet Client's capacity, performance, or scalability needs. Client is responsible for planning for and requesting changes to the Hosting Environment and services, including any additional capacity required to support anticipated peaks in demand that may significantly increase website hits, transaction volumes, or otherwise increase system resource utilization.
- 3.2.6. **Client Components.** Client is solely responsible for the selection, operation and maintenance of all Client Components.
- 3.2.7. **Security.** Unless Client contracts with ELBO for the following, Client shall (a) use reasonable security precautions in connection with its use of the Services, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection; (b) require each User to use reasonable security precautions, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection. In addition, Client shall not take any action or install any software that may preclude or impair ELBO's ability to access or administer its network or provide the Services.
- 3.2.8. **Encryption.** Client shall encrypt at the application level Confidential Information, Client Data, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

4. TERMINATION.

- 4.1. **For Convenience.** Either party may terminate this Agreement for convenience at any time upon written notice to the other Party. If there are any active Quotes, termination shall be effective upon the expiration or termination of the last Quote. If there are no active Quotes, termination shall be effective upon receipt of the written notice. For the avoidance of doubt, a Quote is still considered active



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement	Recurring	Price	Qty	Ext. Recurring	Ext. Price
until the off-boarding process (if any) is completed. This Agreement is not an exclusive commitment by either Party.					
4.2. For Cause. Either Party may terminate this agreement due to breach of this Agreement provided that the non-breaching party has given the other Party written notice of the breach, has provided fifteen (15) business days to cure such breach, and the breaching party has not cured the breach. ELBO reserves the right to suspend some or all Services upon written notice to Client in the event of non-payment of fees.					
4.3. Financial Insecurity. ELBO may terminate this Agreement and any Quotes immediately upon written notice in the event that Client permanently terminates or suspends its business operations, is insolvent, makes an assignment for the benefit of creditors, or enters into bankruptcy or receivership (voluntarily or involuntarily).					
4.4. Effects of Termination. Upon termination of this Agreement or an individual Quote and payment by Client of the final invoice in accordance with Section 7.4; ELBO will, to the extent applicable:					
a) Exercise reasonable efforts and cooperation to effect an orderly and efficient transition of Services to any successor provider identified by Client;					
b) Disclose to Client all relevant information regarding the equipment, software and third-party vendor services required to perform the Services; and					
c) Make reasonable efforts to effect a transfer or assignment of relevant licenses or agreement(s) for software or any third-party services utilized exclusively to provide the Services to Client.					
Any additional transition services requested by Client shall be provided by ELBO on a time and material basis.					
5. ELBO EMPLOYEES. ELBO shall make reasonable efforts to provide continuity of personnel but cannot guarantee or exclusively assign any individual employee to Client. Client shall have no right to demand a specific employee of ELBO being assigned to Client.					
6. SUBCONTRACTORS. ELBO may engage subcontractors to perform services under any Quote. Except as provided herein, ELBO shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.					
7. COMPENSATION.					
7.1. Fees. For all Services purchased by Client, Client shall pay the standard hourly rates or fixed charges in effect at the time the Services are provided to Client by ELBO and as detailed in the Quote, unless otherwise agreed in advance by the parties (in writing).					
7.2. Installed Software Tools. To facilitate the Technology Services, ELBO may install programs on Client hardware and equipment that are proprietary and/or owned by ELBO or third parties with whom ELBO has contracted ("Software Tools"). The Software Tools may be invoiced to Client as a Service and Client agrees to pay for the Software Tools during the provision of Services or until such time as Client requests and ELBO completes the removal of the tools from the Client hardware/equipment, whichever is later.					
7.3. Expenses. Client shall reimburse ELBO for all reasonable out-of-pocket expenses (including, without limitation, travel and lodging expenses) incurred by ELBO for the provision of Services. At Client's request, ELBO will provide such documentation as may be reasonably required to verify such expenses.					
7.4. Payment. All invoices for Services are due and payable upon receipt.					
7.5. Interest; Credit Hold. If invoices are not paid in full within 30 days of the due date, the Client shall pay interest on the amount due under such invoice at the rate of one- and one-half percent (1.5%) per month or the maximum permitted by law, if less. In addition, accounts will be put on a credit hold until all overdue invoices are paid in full. All Services requested by Client during a credit hold will be provided on a pre-paid basis only and at standard ELBO rates (without any applicable or contractual discounts) Should collection action become necessary, Client shall reimburse ELBO for all such costs of collection, including reasonable attorney's fees.					
7.6. Taxes. The amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Client shall pay all taxes levied and duties assessed by any authority based upon this Agreement, excluding any taxes based upon ELBO's income. This provision shall not apply to any taxes for which Client is exempt and for which Client has furnished ELBO with a valid tax exemption certificate authorized by the appropriate taxing authority.					
8. WARRANTY.					
8.1. By Each Party. Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this					

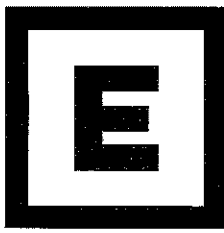


Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<p>Agreement; (b) it is in compliance, and will continue to comply during the term of this Agreement, with all laws and regulations governing its provision or use of the Services; and c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.</p>					
<p>8.2. By Client. Client represents and warrants to ELBO that: (a) it owns, or is a licensee of, having the right to sublicense, the Content and that Client has the right to grant ELBO the rights that Client purports to grant in this Agreement; (b) ELBO's possession or use of the Content or Client Data does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; and (c) it will not use, nor will it allow any third parties under its control to use, the Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.</p>					
<p>8.3. Services Warranty.</p>					
<p>8.3.1. Industry Standards. ELBO warrants that the Services will be performed in a professional, careful and skillful manner by experienced and qualified employees of ELBO according to the generally accepted standards of the industry to which the Services pertain. For Services containing a deliverable, such Services will be deemed accepted by Client if not rejected in a reasonably detailed writing within five (5) days of submission to Client, or as otherwise identified in the applicable Quote. In the event the Services provided by ELBO are not in conformance with this warranty, Client must provide written notice to ELBO within five (5) days after the performance of the Services and such notice will specify in reasonable detail the nature of the breach. Upon confirmation of the breach, ELBO will use commercially reasonable efforts to take the steps necessary to correct the deficiency at no charge to Client. This is Client's sole and exclusive remedy for breach of this warranty.</p>					
<p>8.3.2. Service Levels. The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable Quote. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable Quote.</p>					
<p>8.4. Exclusion of Warranties. ELBO MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR ANY PRODUCTS THAT MAY RESULT THEREFROM. ELBO DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF ELBO IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER REPRESENTATIONS OR WARRANTIES ON BEHALF OF ELBO. CLIENT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH ELBO CANNOT BE HELD LIABLE.</p>					
<p>8.5. Subject to the terms in Attachment A and to the extent that Client has ordered services or products provided by a Third-Party as part of the Services (e.g. firewall, web hosting, software licensing, etc.), Client acknowledges such Resold Services or Products may require Client to accept an End User License Agreement (EULA) or other third-party services agreement and that such agreement is a binding agreement between such third-party provider and Client.</p>					
<p>9. INDEMNIFICATION.</p>					
<p>9.1. Indemnification by ELBO. Subject to the terms and conditions in this Agreement, ELBO will, at its cost, (i) defend Client and its officers, directors, shareholders, employees, agents, successors and assigns (collectively the "Client Indemnified Parties") from and against any claim, suit, action, or proceeding (threatened or otherwise) (each a "Claim") made or brought by a third party against Client Indemnified Parties to the extent based upon (a) any breach by ELBO of any of its representations and warranties under Section 8.1; (b) real property damage or personal injury, including death, solely and directly caused by ELBO's employees or contractors in the course of performance under this Agreement; (c) any breach by ELBO of Section 11 but only with respect to the Disclosure of Confidential Information and to the extent the Disclosure is the result of actions predominantly attributable to ELBO; (d) any uncured breach by ELBO of its obligations under Section 3.1; and (e) any allegation that Client's receipt of the Services under this Agreement infringes any of such third party's copyrights, or any such third party's patents issued in the United States as of the Effective Date, or misappropriates any of such third party's trade secrets (each an "IP Claim"); and (ii) ELBO shall pay any final award of damages (or settlement amount approved by ELBO in writing and) paid to the third party that brought any such Claim.</p>					
<p>9.2. Indemnification by Client. Client will indemnify, defend and hold harmless ELBO and its officers, directors, shareholders, employees, agents, successors and assigns from any and all liabilities, damages, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claim, suit or proceeding (threatened or otherwise) made or brought by a third party</p>					



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement

Recurring

Price

Qty

Ext. Recurring

Ext Price

against ELBO or its officers, directors, shareholders, employees, agents, successors and assigns based upon (a) any breach by Client of any of its representations and warranties under Section 8; (b) real property damage or personal injury, including death, directly caused by Client; (c) any breach by Client of Section 11 but only with respect to the Disclosure of Confidential Information and to the extent the Disclosure is the result of actions predominantly attributable to Client; (d) any breach by Client of its obligations under Section 3.2.1, Section 3.2.3, or Section 3.2.8; (e) any breach by Client of Section 6 of Addendum A; and (f) any claim that ELBO's possession, storage, or transmission of the Content or possession or use of the Client Components, infringes on, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary rights of such third party.

9.3. **Procedure.** A Party (or other person) having a right to defense and indemnification under this Agreement ("Indemnified Party") that desires such indemnification shall tender to the Party having an obligation to defend and indemnify under this Agreement ("Indemnifying Party") sole control of the defense and settlement of the Claim for which indemnity is sought, provided that the Indemnified Party shall notify the Indemnifying Party promptly in writing of each Claim and the Indemnified Party shall give the Indemnifying Party information and assistance to defend and settle the Claim. The Indemnified Party, at its own expense, shall have the right to employ its own counsel and to participate in any manner in the defense against any claim for which indemnification is sought under this Section 9. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of any Claim. In no event shall either Party make any settlement of a Claim, including without limitation, any settlement that involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by the Indemnified Party without the other Party's prior written consent, which consent will not be unreasonably withheld, delayed, or conditioned.

9.4. **Mitigation for IP Claims.** At any time after notice of an IP Claim, or if ELBO believes there is a basis for an IP Claim, ELBO has the right, at ELBO's sole option and expense, to either (a) procure the right for Client to continue receiving the Services as provided in this Agreement, or (b) replace or modify the applicable Service with a service that has substantially similar functionality and that ELBO believes would not be subject to the IP Claim. If ELBO deems (a) or (b) not feasible or not commercially reasonable, ELBO has the right to terminate the applicable SOW. In the event of any such termination, ELBO will refund to Client the unused portion of any amounts paid by Client for the affected Service. In addition, upon any such termination, Client shall cease the use of the applicable Service.

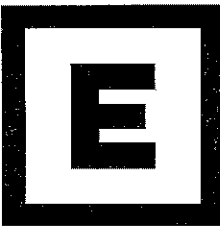
9.5. **Limitations as to IP Claims.** Notwithstanding anything to the contrary, ELBO shall have no obligations or liability under Section 9.1 (Indemnification by ELBO) if the IP Claim is based upon, arises out of, or is related to, in whole or in part, or if any of the following apply: (a) the combination of the applicable Service with any product, software, solution, or service not entirely developed and provided by ELBO, (b) use of the applicable Service outside the scope of the licenses or rights set forth in this Agreement or in violation of any law or any restriction or limitation set forth in this Agreement, (c) Client's failure to comply with ELBO's direction to cease any activity that in ELBO's reasonable judgment may result in an IP Claim, (d) any allegation by a third party that does not specifically reference a ELBO Service, or that does not reference a feature of function of a ELBO Service, or (e) any IP Claim for which Client does not promptly tender control of the defense thereof to ELBO.

9.6. **Sole Remedy.** THE TERMS IN THIS SECTION 9 (INDEMNIFICATION) SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ELBO'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9 (INDEMNIFICATION), ELBO SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CLIENT FOR THIRD PARTY CLAIMS.

10. LIMITATION OF LIABILITY.

10.1. **LIMIT ON TYPES OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ELBO WILL NOT BE LIABLE TO CLIENT OR ANY OTHER THIRD PARTY CLAIMING THROUGH A CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TECHNOLOGY SERVICES HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND NEGLIGENCE) EVEN IF (I) SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (II) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (III) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

10.2. **LIMIT ON AMOUNT OF DAMAGES RECOVERABLE.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement	Recurring	Price	Qty	Ext. Recurring	Ext. Price
----------------------------	-----------	-------	-----	----------------	------------

CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE NATURE OF OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY, AND NEGLIGENCE), THE TOTAL CUMULATIVE LIABILITY OF ELBO TO CLIENT SHALL BE LIMITED IN ALL CASES TO AN AMOUNT WHICH SHALL NOT EXCEED, IN THE AGGREGATE, FEES PAID BY CLIENT TO ELBO IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

10.3. **Non-Managed Systems.** ELBO shall not be liable for any damages caused by services, systems, software, or other components that neither it nor its employees, agents or subcontractors furnish or manage pursuant to this Agreement. ELBO shall not be liable for the actions or inactions of Client's employees, agents or contractors.

10.4. **Applicability.** The terms in this Section 10 shall apply to the maximum extent permitted by applicable law. If applicable law precludes a party from excluding liability for certain types of damages for certain acts or omissions or capping its liability for certain acts or omissions, then the terms in this Section 10 shall apply to not limit liability for such acts and omissions but will apply for all other acts and omissions.

10.5. **Allocation of Risk.** EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CLIENT FOR THE SERVICES WOULD HAVE BEEN HIGHER.

11. CONFIDENTIALITY.

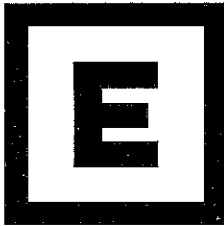
11.1. **Restrictions on Use; Non-Disclosure.** Recipient agrees that it will use the same care and discretion to avoid disclosure of any Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient agrees that it will not: (a) use the Confidential Information of Discloser for any purpose other than the purpose for which Discloser disclosed the information; or (b) disclose or reveal Confidential Information of Discloser to any person or entity other than its employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; and (ii) are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement.

11.2. **Exceptions.** The obligations set forth in Section 11.1 shall not apply to Confidential Information that: (a) before the time of its Disclosure was already in the lawful possession of the Recipient; or (b) at the time of its Disclosure to Recipient is available to the general public or after Disclosure to Recipient by Discloser becomes available to the general public through no wrongful act of the Recipient; or (c) Recipient demonstrates to have been lawfully and independently developed by Recipient without the use of or reliance upon any Confidential Information of the Discloser and without any breach of this Agreement.

11.3. **Disclosures Required by Law.** If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

11.4. **Disposal of Confidential Information.** Upon termination of this Agreement or upon Discloser's request at any time, Recipient agrees to promptly return to Discloser all copies of Confidential Information. If return is impossible as to any portion of the Confidential Information, then Recipient shall promptly certify to Discloser that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed. ELBO will return to the Client, all Client Data in its possession at the date of termination in its then-existing format and on its Client-supplied media, however, ELBO may keep a copy in accordance with its record retention policy, and ELBO may delete such information that resides in its back-up systems. Any conversion of format or media performed by ELBO in order to discharge its obligations under this Section shall be at Client's expense.

11.5. **Remedies.** The Parties acknowledge and agree that a breach of this Agreement by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement	Recurring	Price	Qty	Ext. Recurring	Ext. Price
----------------------------	-----------	-------	-----	----------------	------------

addition to any other remedies available to it, to seek to obtain a temporary restraining order and to injunctive relief against the other Party to prevent any violations thereof, and to any other appropriate equitable relief.

11.6. **Duration.** The obligations set forth in this Section 11 shall apply during the term of this Agreement and for a period of one (1) year thereafter.

12. OWNERSHIP.

12.1. **Services.** ELBO retains all right, title, and interest in the Services and in all improvements, enhancements, modifications, or derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, and trademark. The Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and Client agrees not to disclose such information to any third party without ELBO's prior permission.

12.2. **Content.** ELBO acknowledges and agrees that all Content, including copyrights, trademarks, database rights and other intellectual property contained in such Content are owned or licensed by Client. Client grants ELBO a license to store, record, transmit and display the Content solely to perform ELBO's obligations under this Agreement.

13. **INSURANCE.** Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability, cyber liability, and other types of insurance each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located, and each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.

14. DISPUTE RESOLUTION.

14.1. **Informal.** Any dispute or controversy relative to this Agreement shall first be informally discussed by the parties for a period not to exceed thirty (30) days. The party alleging a dispute or initiating the dispute resolution process shall submit a written statement of the matters in dispute and their position relative to each matter. The other party shall respond to the statement in writing, setting forth their position on the matters described in the written statement.

14.2. **Arbitration.** Except for collection actions which may be brought in court, in the event the dispute is not resolved by informal discussion, the dispute shall be resolved by arbitration in accordance with the then rules of the American Arbitration Association. The award of the arbitrator shall be conclusive and binding upon the parties, and enforceable in a court of competent jurisdiction following a thirty (30) day period after the award (unless the award is satisfied by the other party within that time period).

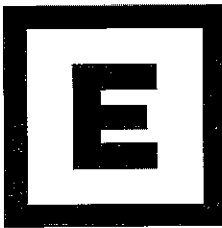
14.2.1. Each party shall equally bear their own costs for the arbitration process, including attorney fees and expert witness fees, provided, however, that the arbitrator shall have the power to award the prevailing party attorneys' fees, costs, and expenses. The arbitration proceeding shall be held in Sioux Falls, South Dakota with only one (1) arbitrator who shall be chosen by the parties or by the American Arbitration Association, with such arbitrator having a law degree, and experience in information technology matters.

15. GENERAL PROVISIONS.

15.1. **Successors and Assigns.** Subject to the assignment provisions herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

15.2. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement does or intends to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

15.3. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the provision(s) shall be reduced to its maximum legal effect or, in the event it cannot be so reduced, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. In any



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement	Recurring	Price	Qty	Ext. Recurring	Ext. Price
----------------------------	-----------	-------	-----	----------------	------------

event, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect.

15.4. **Solicitation.** During the Term of this Agreement and for a period of one (1) year hereafter, Client shall not, either alone or in association with others, solicit for employment, offer employment to, hire, or engage as an independent contractor, any person who was or is employed or engaged by ELBO (whether or not such person performed services for the Client under this Agreement).

15.5. **Limits of Application.** This Agreement shall neither determine nor affect the status of ELBO as an independent contractor. Further, this Agreement nether creates nor implies an agency relationship, rights to future compensation, or promise of a future relationship with Client. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed to classify ELBO as an employee.

15.6. **Governing Law and Venue.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of South Dakota, without reference to its conflicts of law provisions. Any legal action or proceeding arising under this Agreement will be brought either in the federal court in the District of South Dakota or state courts located in Minnehaha County, South Dakota and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

15.7. **Amendment and Waiver.** Any express term of this Agreement may be amended only with the written consent of both ELBO and Client and may not be orally modified. Any such amendment shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement, or any amendment hereto, shall not constitute a waiver of any term hereof. ELBO may condition future or additional services on modifications to this Agreement.

15.8. **Assignment.** Client may not assign this Agreement without the prior written consent of the ELBO.

15.9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

15.10. **Headings.** All headings, titles, and footers are for convenience only and are not substantive parts of this Agreement.

15.11. **Survival.** Provisions that by their nature should survive termination of this Agreement shall survive, including, without limitation, Sections 8, 9, 10, and 12.

15.12. **Force Majeure.** Each party shall be excused from performance (other than payment obligations) under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of an act of God, war, civil disturbance, pandemic, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, where performance is impossible or commercially impractical, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement for the duration of the force majeure event. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either Party's obligations hereunder for more than ninety (90) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

15.13. **Notices.** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if hand delivered or sent by first-class certified or overnight delivery mail, postage prepaid:

If to ELBO:

ELBO Computing Resources, Inc.

Attn: General Counsel

201 N Minnesota Ave #102,

Sioux Falls, SD 57104

If to Client, then to the person executing this Agreement on behalf of Client at the address indicated on the first page of this Agreement.

A Party may change its address for notices by sending a change of address notice using this notice procedure.



Phone (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement	Recurring	Price	Qty	Ext	Recurring	Ext Price
----------------------------	-----------	-------	-----	-----	-----------	-----------

15.14. **Active Negotiations.** Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

15.15. **Entire Agreement.** This Agreement is the product of both of the Parties hereto and constitutes the entire agreement pertaining to the subject matters hereof and merges all prior negotiations, memorandums of understanding, and drafts with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly cancelled.

ADDENDUM A:

TERMS SPECIFIC TO PRODUCT SALES ONLY

This Addendum A: Terms Specific to Product Sales Only ("Addendum A") applies to any order for software, hardware, or Resold Services ("Products") made by Client, for its own internal use and not for resale, pursuant to a Quote issued by ELBO ("Quote"). As used in this Addendum A, the term "Resold Services" refers to services, which although ordered from ELBO, are procured from and supplied by a third party (i.e., ELBO does not directly perform or control the work) and are therefore considered Product. Any such orders shall be subject to the terms and conditions of the Addendum A.

1. Product Returns and Warranty Assistance.

(a) Client acknowledges that ELBO is reselling all Products purchased by Client and that Products are manufactured and/or delivered by a third party.

(b) To the extent available, ELBO shall pass through to Client the manufacturer's warranties for each Product and agrees to facilitate the manufacturer's return policies. In no event will ELBO provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer's applicable restocking fee(s).

(c) Client acknowledges that the terms and conditions governing the use of Products shall be solely between Client and the manufacturer of such Products.

2. Product Use and Product Warranty Disclaimer. Client will not use the Products for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that ELBO is not liable for any claim or damage arising from such use.

ELBO MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. ELBO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

3. Shipment and Risk of Loss for Product Sales. All shipments of Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery will be the responsibility of Client. Risk of loss will pass to Client upon delivery of the Products to the common carrier (regardless of who pays such common carrier) or Client's representative at the point of shipment.

4. Permitting Compliance for Product Sales. Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

5. Price and Payment. The prices set forth in any Quote are exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for thirty (30) days unless otherwise specified in the Quote. Payment in full is due before ELBO will place an order. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to ELBO until ELBO receives complete payment from such third party. All payments will be made in US currency. Client will pay interest in the amount of one and one-half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.

6. Export. Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of

23



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

Master Solutions Agreement

Recurring

Price

Qty

Ext. Recurring

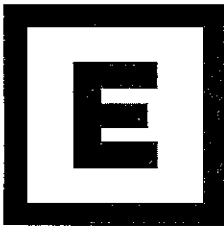
Ext. Price

Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product, or related software or technology, to: (i) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List, a downloadable file of which is accessible at http://export.gov/ecr/eg_main_023148.asp (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by the above-mentioned laws and regulations. Client certifies, represents and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Products by ELBO, Client acknowledges that it is not relying on ELBO for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, ELBO from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.

7. **Cancellation.** The purchase of Products may be canceled by Client only upon written approval of ELBO and upon terms that indemnify ELBO against all losses related to such cancellation.

8. **Limitation of Liability.** NO MONETARY RECOVERY IS AVAILABLE FROM ELBO FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL ELBO'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. ELBO WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS ADDENDUM A, EVEN IF ELBO HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

24



Phone: (605) 361-3720

Email: kevin@teamelbo.com

Web: www.elbo.net

City of Colton - Master Solutions Agreement



Prepared by:

ELBO Computing Resources, Inc

Kevin Elsing
6053613720
kevin@teamelbo.com

Prepared for:

City of Colton

309 E 4th St
Colton, SD 57018
Mikayla Fraser
(605) 446-3811
FinanceOffice@cityofcoltonsd.com

Quote Information:

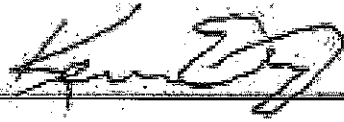
Quote #: KE-004917

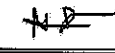
Version: 1
Delivery Date: 11/14/2023
Expiration Date: 11/30/2023

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

ELBO Computing Resources, Inc

City of Colton

Signature: 
Name: Kevin Elsing
Title: Owner / Sales
Date: 11/14/2023

Signature: 
Name: Mikayla Fraser
Initials: MF
Date: 11/14/2023 2:36:52 PM
IP Address: 24.111.168.34
Email Address: financeoffice@cityofcoltonsd.com
PO Number: _____

25



Quote

Raztech LLC

7608 W Legacy St
 Sioux Falls South Dakota 57106
 Website: <http://raztechsd.com>

Date	Expiry Date	Quote #
10/23/2023	01/31/2024	Quote_1338

Quote To:
Colton, City of 309 E 4th St Colton, SD 57018

Attention:
Mikayla Fraser 605-446-3811 financeoffice@cityofcoltonsd.com

Name	Description	Quantity	Unit Price	Total
MIT Enterprise Service	- Network Operations Center Costs, includes management agent, patching, anti-virus software, custom end point maintenance, managed SOC - Per user fee, this included end user support during standard business hours (M-F, 8am-5pm)	3.50	100.00	350.00
ProofPoint - Business	Email security application...monthly reoccurring fee Security services for email including: AV, spam filtering, content filtering, data loss prevention, attachment defense	3.00	2.75	8.25
Acronis Agent - Physical Server	Acronis Cyber Protect Physical Server Agent	1.00	37.00	37.00
Acronis Cloud Storage	Acronis Cyber Protect Cloud Storage - 250GB	250.00	0.10	25.00

Total:	420.25
Tax Value:	0.00
Grand Total:	420.25

Accepted By (Printed Name):

Signature:

Date:

26



Summary:

Quote for reoccurring monthly service on the following:

- MIT Support for 3.5 users, 5 Workstations, 2 servers and 3 networking devices
- Proofpoint Essentials Business for 3 users
- Acronis Backup solutions for up to 250 GB local and cloud

**Quote approval is dependent on signing of Managed Services Agreement with Raztech LLC.

Terms and Conditions:

Alterations or deviations from these specifications will be executed only upon written orders and may be subject to additional charges. A 25% handling and restocking charge will be assessed on orders cancelled by purchaser prior to installation. Right to possession of all equipment will remain with Raztech LLC until full payment has been received. There will be a finance charge of 1.75% per month (annual Percentage Rate 21%) on all accounts 20 days past due. If any action is brought by Raztech LLC to enforce its rights hereunder, purchaser agrees to pay all reasonable attorney fees, court costs, and collection fees. Raztech LLC will not be held liable for delays in installation due to natural disasters, shipping delays, or other circumstances beyond their control.

27



Quote

Raztech LLC

7608 W Legacy St
 Sioux Falls South Dakota 57106
 Website: <http://raztechsd.com>

Date	Expiry Date	Quote #
11/08/2023	12/31/2023	Quote_1342

Quote To:
 Colton, City of
 309 E 4th St
 Colton, SD 57018

Attention:
 Mikayla Fraser
 605-446-3811
financeoffice@cityofcoltonsd.com

Name	Description	Quantity	Unit Price	Total
Labor	Configuration and Installation	6.00	140.00	840.00
Meraki Hardware and Licensing	Meraki MX67 with a 3 Year Advanced License - MX67-HW_LIC-MX67-SEC-3YR	3.00	1,512.56	4,537.68

Total:	5,377.68
Tax Value:	0.00
Grand Total:	5,377.68

Accepted By (Printed Name):

Signature:

Date:

Summary:
 3 x Meraki MX67 w/3 Year Advanced Security
 - City Hall
 - Pool
 - Fire Department
 Configuration and Installation for all 3 locations

Terms and Conditions:
 Alterations or deviations from these specifications will be executed only upon written orders and may be subject to additional charges. A 25% handling and restocking charge will be assessed on orders cancelled by purchaser prior to installation. Right to possession of all equipment will remain with Raztech LLC until full payment has been received. There will be a finance charge of 1.75% per month (annual Percentage Rate 21%) on all accounts 20 days past due. If any action is brought by Raztech LLC to enforce its rights hereunder, purchaser agrees to pay all reasonable attorney fees, court costs, and collection fees. Raztech LLC will not be held liable for delays in installation due to natural disasters, shipping delays, or other circumstances beyond their control.

28

City of Colton
City Council
Regular monthly meeting
Agenda

Date: 11/13/2023

Time: 6:30 pm

Location: City Hall (309 E 4th St, Colton, SD, 57018)

1) Call to order / Roll call

T. Bunde R. Amundson C. Foster T. Evans J. Hulsher J. Lyon M. Wochnick

2) Public Time

3) Public hearing(s):

a) Notice of Public hearing second reading – Sophie Johnson SECOG - project ledger

4) Reports/Other business:

a) Siouxland Libraries Colton Branch - Expanded Access, entrance ramp handrails, new door, exterminator for wasps – Stephanie Bents & Alysia Boysen

b) Sheriff's report 68.04 October with call log

c) 2024 SF Humane Society Service Contract

d) 2024 Liquor license renewal Classic Corner

e) 2024 Liquor license renewal TJz

f) 2024 Wine & Cider License renewal Dollar General

g) Public time options

5) Quotes:

a) Colton Plumbing & Heating curb stop at city hall

b) Popham Construction street sweeping

c) Online payment processor PSN

d) Online payment processor Neonlink

e) City Hall printer upgrade

f) IT A&B Business Solutions

g) IT Raztech

h) DT Fortnite Firewall 3 years

i) Raztech Cisco Meraki Firewall 3 years

j) TextMyGov

6) Ordinances, resolutions, policies, motions:

a) Council to fill out W4's

b) Monthly utilities to be set up on monthly autopay

c) Business account with Fleet Farm

d) Business account with Amazon

e) Approve Resolution #11 2023 clean water

f) Approve Resolution #10 2023 sewer

- 7) Approve Agenda - October 17, 2023
- 8) Approve Meeting minutes – October 17, 2023, September 11,2023
- 9) Approve Claims

- 10) Adjourn

