

**AGREEMENT BETWEEN KOOTENAI COUNTY
AND 911 EMERGE-N-SEE, INC.
FOR WEBSITE DESIGN AND DEVELOPMENT**

THIS AGREEMENT (“Agreement”) is entered into by and between Kootenai County, a political subdivision of the State of Idaho, located at 451 N. Government Way, PO Box 9000, Coeur d’Alene, Idaho 83816-9000 (hereinafter referred to as the “County”), and 911 Emerge-N-See, Inc., having its principal office located at, 153 Follins Lane, St. Simons Island, GA 31522 (hereinafter referred to as the “Contractor”).

WHEREAS, the County requires ongoing website design, development, implementation, and related digital services to support its public transportation for fixed route and paratransit operations; and

WHEREAS, the Contractor has established the assets, personnel, and proprietary software of 911 Emerge-N-See, Inc..

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth herein, the parties agree as follows:

**SECTION A
INITIAL PROVISIONS**

1. Definitions/Interpretation. For the purposes of this agreement and any additional instruments, which may become a part of this contract, the terms “contractor,” “supplier,” “seller,” “vendor,” and “911 Emerge-N-See, Inc.” shall be interchangeable. The terms “buyer,” “purchaser,” “owner,” “grantee,” “procuring agency”, “County” and “Kootenai County” shall be interchangeable.
2. Term. The term of this Agreement shall commence on 15 December 2025 and shall continue through (i) the design and development period, (ii) the first year of ongoing maintenance, and (iii) an additional five (5) years of ongoing maintenance thereafter, unless earlier terminated in accordance with the provisions of this Agreement.
3. Funding. Activities under this Agreement are primarily funded by the Federal Transit Administration (FTA) and the Idaho Transportation Department (ITD), up to annually allocated levels, and may be supplemented by either grants or monies from other sources. This Agreement is expressly contingent upon availability of funds and appropriation by the FTA and ITD as set forth in this Agreement.
4. Payment. The County shall pay the Contractor as follows:
 - a. Payment will be made within thirty (30) days after invoice submittal and upon satisfaction and acceptance of work product by the County.
 - b. The annual recurring service fees shall not exceed \$5,195.00, and the one-time website development and design fee shall not exceed \$22,950.00, unless additional services,

software, or recurring fees are requested by Kootenai County and approved in writing. Any such additional services shall be documented as subsequent addenda to this Agreement.

5. Facilities, Equipment, and Other Materials and Obligations.

- a. The Contractor shall, at its sole cost and expense, provide all facilities, equipment, tools, software, and other materials necessary to perform the services described in this Agreement. The County shall provide the Contractor with access to County-owned content, data, and information as reasonably required for approved purposes, including but not limited to design, configuration, testing, and development activities.
- b. The County shall provide program consultation and assistance to the Contractor.
- c. The County shall monitor and evaluate Contractor's performance, costs, and service levels for compliance with the terms of this Agreement.
- d. The County shall retain ownership and have prompt access to any reports, evaluations, preliminary findings, and data assembled or developed by the Contractor under this Agreement.
- e. The County shall review all invoices submitted by the Contractor for allowable costs and approve for payment.

6. Designated Representatives.

- a. Chad Ingle, Director of the County Transit Department, is the designated representative of the County and will administer this Agreement for the County.
- b. Heath Slapikas, Director of Digital Marketing, is the authorized representative for the CONTRACTOR.
- c. Each party shall provide advance written notice to the other party of any change of designated representative.

**SECTION B
SCOPE OF SERVICES AND DUTIES**

1. The Contractor shall provide, at its own expense, all software, tools, services, and any other operational resources necessary to perform and complete the project in accordance with the specifications of this Agreement and the approved cost proposal described in the Website Creation scope of work attached hereto as Attachment "B."
2. Software. Any upgrades and updates to the Contractor's software licensed as part of the agreement shall be immediately available to the County for application in the County's environment at no additional cost to the County.
3. Warranties. The Contractor warrants that all material or service delivered under the contract shall conform to the specifications of the Agreement. Contractor shall be responsible for using

due diligence to correct errors, deficiencies or unacceptable Services. Contractor shall, at no cost to the County remedy any errors, deficiencies or any service, work or other work products found unacceptable, in the County's sole discretion, as soon as possible, but in all cases within fifteen (15) days of Contractor's receipt of written notice of said errors, deficiencies or unacceptable Services.

4. Training. The Contractor shall provide remote training on all solutions. Such training shall be delivered via webinar or other agreed-upon remote conferencing software. The County's staff shall have unlimited access to participate in training sessions. Training shall be provided at no additional cost for a period of 30 calendar days following the County's formal acceptance of the fully implemented website.
5. Technical Specifications. The Contractor shall design and develop a custom, intuitive, creative, and user-friendly website that reflects the public transportation system's brand, organizational values, and functional requirements. All design work shall be non-templated and developed from the ground up through direct collaboration with the County to ensure a unique visual identity, features, and functionality. The Contractor will conduct preliminary keyword and search-engine research to establish a strong SEO foundation and integrate SEO best practices throughout the design and development process. The website shall incorporate graphics, infographics, and other visual elements to communicate key information effectively and provide a modern, visually engaging interface. The site must be fully responsive and optimized for desktop, laptop, tablet, and mobile devices across both iOS and Android platforms. The user experience shall be supported by intuitive navigation and interactive functionality that enables users to efficiently locate and access desired information. The website shall also include, at minimum, survey and feedback tools, online applications, interactive schedules and maps, service alerts, accessibility features meeting ADA requirements, website analytics, trip-planning capabilities, and links to real-time bus tracking systems. Additionally, the website shall support comprehensive cross-platform integration, including embedded social media feeds, outbound links, and compatibility for promotion through major platforms such as Facebook, Instagram, YouTube, and LinkedIn, ensuring seamless accessibility and consistent performance across all devices and channels. All updates to any purchased software will be available at no additional cost to the County. Contractor shall provide technical support throughout the life of the agreement.
6. Intellectual Property. All work products created under this Agreement, including source code, graphics, documentation, and data, shall be considered work made for hire and shall be the property of the County unless otherwise negotiated.
7. Other Website Features. Base maps shall display the names of all major streets, parks, schools, hospitals, and notable natural landmarks. The website shall include a user-friendly trip planning tool that provides step-by-step directions guiding the end user from their point of origin to the nearest bus stop, through the public transit system, and from the final bus stop to their ultimate destination.
8. Contractor Support. The Contractor will provide 24/7 support when needed in case of emergencies. The Contractor's support services may be billed at an hourly rate, which shall be established and agreed upon by the Parties prior to the commencement of services. The

Contractor must be accessible via phone, web, or email. Turnaround response time for any mission critical component of the system shall not exceed four (4) hours. The Contractor must protect and backup, for a minimum of sixty (60) days, any software configuration settings, customer provided data that has been modified for use by the software, and any new data produced by the software itself.

9. Management Software Requirements. The system shall allow announcements to be posted immediately or in advance for posting at a pre-defined time. The system shall also allow announcements to be removed automatically at a pre-defined time in the future. All back end administrative tools and functions shall be available on a cloud based web portal. An unlimited number of new accounts for login to the system should be able to be created almost instantaneously upon request.

SECTION C GENERAL PROVISIONS

1. Independent Contractor. For all purposes arising out of this Agreement, the Contractor shall be an independent contractor, and each and every employee, agent, servant, partner, and shareholder of the Contractor (collectively referred to as "the Contractor") shall not be, for any purpose of this Agreement, an employee of the County. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in Idaho Code or otherwise. As an independent contractor, the following shall apply:
 - a. The Contractor shall determine the method, details and means of performing the services to be provided by the Contractor as described in this Agreement.
 - b. The Contractor shall be responsible to the County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to the County's control with respect to the physical actions or activities of the Contractor in fulfillment of the requirements of this Agreement.
 - c. The Contractor shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
 - d. The Contractor is not, and shall not be, entitled to receive from or through the County, and the County shall not provide, or be obligated to provide, the Contractor with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of the County.
 - e. The Contractor shall not be entitled to have the County withhold or pay, and the County shall not withhold or pay, on behalf of the Contractor any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of the County.

- f. The Contractor shall not be entitled to participate in, or receive any benefit from, or make any claim against any the County fringe benefit program including, but not limited to, the County's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to County's employees.
- g. The County shall not withhold or pay on behalf of the Contractor any federal, state or local tax including, but not limited to, any personal income tax owed by the Contractor.
- h. The Contractor shall, at all times during the term of this Agreement, represent and conduct itself as an independent contractor and not as an employee of the County.
- i. The Contractor shall not have the authority, express or implied, to act on behalf of, bind or obligate the County any way without the written consent of the County.

2. Breaches and Dispute Resolution.

- a. Disputes arising in the performance of this Agreement which are not resolved by agreement of the Contractor and the Director of the County Transit Department shall be decided by the Kootenai County Board of County Commissioners. The decision of the Director regarding the dispute shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the contractor submits a written appeal to the Board of County Commissioners. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of County Commissioners shall be binding upon the Contractor, and the Contractor shall abide by the decision.
- b. Unless otherwise directed by the County, the Contractor shall continue performance under the contract while matters in dispute are being resolved.
- c. Unless the contract provides otherwise, applicable federal and/or Idaho State law shall govern all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to the contract or its breach. Jurisdiction and venue for such matters shall be in the United States District Court for the District of Idaho or the First Judicial District, Kootenai County, Idaho. If the parties mutually agree, such matters may be resolved via arbitration, mediation, or other dispute resolution process.
- d. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Kootenai County or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

- e. The dispute is considered waived if not resolved by a mutually agreed to alternative dispute resolution process or to filing of a claim in any court with jurisdiction in Idaho within thirty (30) days of the initial written notice of dispute.
- f. Communication in connection with this Agreement shall be in writing and shall be delivered personally, by electronic mail (e-mail), by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the County and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.
- g. Communications shall be considered received twenty-four (24) business hours after sending email or fax, five (5) days after sending regular mail, or upon delivery of certified or registered mail to the designated officer(s), employee(s), or representative(s) of the parties herein.

3. Hold Harmless.

- a. The Contractor agrees to hold the County harmless from any patent or similar proceedings which are based on products sold by the Contractor hereunder. Contractor shall defend any such suits at its own expense, and the County shall have the right to have such litigation monitored by its own counsel.
- b. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party as soon as practicable after the injury or damage is first known or ascertainable, and in no event later than fifteen (15) calendar days thereafter.

4. Default in One Installment to Constitute Total Breach. The Contractor shall deliver conforming materials in each installment or lot of the contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the contract. Noncompliance may be deemed a cause for possible contract termination.

5. Exclusive Possession. The County recognizes that certain software, tools, or platforms provided by the Contractor for purposes of website development, hosting, or functionality may be proprietary to the Contractor, and the County's rights in such proprietary systems are limited to the license rights expressly granted in this Agreement. All County-related data generated, collected, transmitted, distributed, displayed, manipulated, compiled, stored, archived, or reported through the website—including, but not limited to, content, user-submitted data, analytics data derived from County operations, and any other data connected to County business—shall be and remain the sole property of the County. Such data shall not be subject to any reservation of rights or restrictions except as expressly stated in this Agreement. All services, information, website content, software code (excluding Contractor's pre-existing proprietary tools), design assets, reports, and other deliverables created under this Contract shall not be used, accessed, disclosed, or released by the Contractor or any third party without the prior written consent of Kootenai County. Kootenai County understands and agrees that

anonymized and aggregated data that cannot be used to identify the County or its users may be utilized by 911 Emerge-N-See, Inc. for commercially reasonable purposes.

6. Force Majeure.

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- b. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed via certified mail, return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The parties shall then execute a written amendment to this Agreement to extend the time of completion for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

7. Gratuities. The County may, by written notice to the Contractor, terminate the contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the County with authority to approve, execute, amend, terminate, provide legal advice, or make any determinations with respect to the performing of such contract.

8. Indemnification.

- a. To the fullest extent permitted by law, the Contractor, its successors, assignees and guarantors, shall pay, defend, indemnify and hold harmless Kootenai County, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by the Contractor relating to work, services and/or products provided in the performance of this Agreement, including but not limited to any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and any injury or damages claimed by any of the Contractor's employees or any employees of any subcontractor.
- b. If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a penalty under 26 U.S.C. § 4980H(a) or -(b), or

any other state or federal penalty resulting from the Contractor's relation with its employees, agents or subcontractors, the Contractor shall indemnify the County from and shall pay any assessed tax penalty, or any other penalty, assessed or charged to the County.

- c. The Contractor shall have no obligation to defend or indemnify the County against claims caused by gross negligence or willful misconduct of the County or the County's officers, agents or employees.
9. Inspection and Acceptance. All material or service is subject to final inspection and acceptance by the County. This acceptance will not be unreasonably withheld. Material or service failing to conform to the specifications of this contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible termination of this Agreement for breach thereof.
 10. Licenses and Permits. The Contractor represents and warrants to the County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for the Contractor to practice its profession. Contractor represents and warrants to the County that the Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for the Contractor to practice its profession at the time the services are performed.
 11. Provisions Required By Law. Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall be amended to make such insertion or correction.
 12. Termination.
 - a. *Termination for Non-Appropriation of Funds.* The County shall not be obligated for the Contractor's performance or by any provision of this Agreement beyond the then-current fiscal year. In the event that funds are not appropriated for performance of this Agreement for the following fiscal year, then this Agreement shall be terminated as of the last day of the fiscal year in which funds were appropriated.
 - b. *Termination for Convenience.* Kootenai County may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County to be paid. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it as directed by Kootenai County. Kootenai County, by written notice, may also terminate this Agreement, in whole or in part, when it is in the Federal Government's interest. If the Agreement is terminated, the County shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

- c. *Termination for Default, Breach or Cause.* If the Contractor fails to perform the services within the time specified in this Agreement or any extension thereof, or if the Contractor fails to comply with any other provision of this Agreement, Kootenai County may terminate the Agreement for default. Termination shall be effected by serving a Notice of Termination to the Contractor setting forth the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement. If the Agreement is terminated while the Contractor has possession of Kootenai County goods, the Contractor shall, upon direction of the County, protect and preserve the goods until surrendered to the County or its agent. The Contractor and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the dispute resolution provisions of this Agreement. If the County subsequently determines that the Contractor had an excusable reason for not performing, such as events which were not the fault of or were beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or it may treat the termination as a termination for convenience.
 - d. *Opportunity to Cure.* Kootenai County, in its sole discretion, may, in the case of a termination for default, allow the Contractor at least ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy the default to the County's satisfaction within ten (10) days after receipt of Notice of Termination by the Contractor, the County shall have the right to terminate this Agreement without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against the Contractor and its sureties for such default.
 - e. *Month-to-Month Service.* Any service rendered and accepted outside the term of this Agreement shall be treated as a month-to-month extension under the same conditions contained in the Agreement. The County will provide thirty (30) days written notice of their intention to terminate month to month service.
 - f. *Waiver of Remedies for Default or Breach.* In the event that Kootenai County elects to waive its remedies for any default by contractor of any covenant, term or condition of the contract, such waiver by the County shall not limit the County's remedies for any succeeding default of that or of any other term, covenant, or condition of the contract.
13. Right to Assurance. Whenever a party to this Agreement has reason to question, in good faith, the other party's intent to perform, the party may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as the other party's intent not to perform, and as a cause for termination of this Agreement for breach.
14. Rights and Remedies. No provision of this Agreement or the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of this

Agreement, to exercise or delay the exercise of any right or remedy provided in this Agreement or by law, or to accept materials or services required by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of this Agreement in accordance with its terms and conditions.

15. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
16. Shipment Under Reservation Prohibited. No tender of a bill of lading shall operate as a tender of the materials described therein. Non-compliance with this provision shall constitute a breach subjecting this Agreement to termination.
17. Subcontracts. The Contractor must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included. The Contractor shall not contract with any subcontractor who is on any debarment list which applies to any goods or services covered in the subcontract. All subcontracts shall comply with Federal and State laws and regulations and shall include all terms and conditions set forth herein, which shall apply with equal force to the subcontract as if the subcontractor were the Contractor referred to herein. The Contractor is ultimately responsible for performance of this Agreement regardless of whether subcontractors are used.
18. Conflict of Interest. The County may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, creating, or amending this Agreement, on behalf of the County, is or becomes, at any time while the contract or any extension of the contract is in effect, an employee or subcontractor of the Contractor with respect to its subject matter. Termination shall be effective when written notice from the County is received by the Contractor, unless the notice specifies a later time.
19. Standard of Performance. The Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which the Contractor is engaged. All products of whatsoever nature which the Contractor delivers to the County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the Contractor's profession.
20. Personnel. The Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the County, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by the Contractor to perform services pursuant to this Agreement, the Contractor shall remove any such person immediately upon receiving written notice from the County of its desire for removal of such person or persons.
21. Insurance. Before providing any goods or rendering any services as set forth in this Agreement, the Contractor shall, at all times while this Agreement is in force, acquire and maintain insurance coverage (hereinafter referred to as "the insurance") through an insurer acceptable to the County. The insurance shall contain the following coverages:

- a. Comprehensive general liability insurance, including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate.
- b. Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.
- c. Workers' Compensation insurance coverage for all of the Contractor's employees and other persons for whom the Contractor is responsible to provide such insurance coverage, as provided by state and federal law.
- d. The limits of insurance herein shall not limit the liability of the Contractor hereunder.
- e. In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.
- f. Except for automobile liability insurance, the insurance shall name the County, Kootenai County's officers, employees, agents and independent contractors, as additional insured, and it shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty-one (21) days after written notice is delivered to the County.
- g. The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to the County at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the County and the County, as a condition of its approval, may require such proof of the adequacy of the Contractor's financial resources as it may see fit.
- h. Before providing any goods or rendering any services as set forth in this Agreement, and immediately upon acquiring additional insurance, the Contractor shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Chad Ingle, Director
Kootenai County Transit Department
2400 W Riverstone Drive
P.O. Box 9000
Coeur d'Alene, Idaho 83816-9000

- i. The Contractor shall not provide goods or render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and the Contractor has delivered the certificate(s) of insurance to the County as previously described. If the Contractor shall fail to procure and maintain said insurance, the County may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to the County upon demand. The policies of

insurance provided herein which are to be provided by Contractor shall be for the term of this Agreement, it being understood and agreed that twenty-one (21) days prior to the expiration of any policy of insurance, the Contractor will deliver to the County a renewal or new policy to take the place of the policy expiring.

- j. The County shall have the right to request such further coverages and/or endorsements on the insurance as the County deems necessary, at the Contractor's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to the County in its sole and absolute discretion.
 - k. Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of the Contractor, as may be allowed by this Agreement, shall comply with each term and condition of this section. The Contractor shall remain ultimately responsible for the acts and satisfactory performance of the terms and conditions of this Agreement, including the acts and performance of any subcontractors.
22. Taxes. Kootenai County is exempt from federal excise tax, including the federal transportation tax. The Contractor hereby grants to the County the authority to deduct from any payments to the Contractor any County-imposed taxes, fines, penalties and related charges, which are delinquent at the time such payments are due under this Agreement. The County will inform 911 Emerge-N-See, Inc. of any state, local, or federal taxes that they are not exempt from. 911 Emerge-N-See, Inc. will add such taxes to any invoices and remit them appropriately.
23. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Idaho.
24. Time Is of the Essence. Time is of the essence with respect to this Agreement and each covenant and term herein.

SECTION D FEDERALLY REQUIRED CLAUSES

- 1. No Government Obligation to Third Parties.
 - a. The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying contract.
 - b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 2. Program Fraud, False or Fraudulent Statements and Related Acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 - c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
3. Access to Records and Reports. The following access to records requirements apply to this Agreement:
- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 18.36(i), the Contractor agrees to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. § 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Contractor agrees to maintain

the same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. § 18.39(i)(11).

d. FTA does not require the inclusion of these requirements in subcontracts.

4. Changes to Federal Requirements. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

5. Termination.

- a. Termination for Convenience. The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County to be paid the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.
- b. Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.
- c. Opportunity to Cure. The County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor at least ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default

shall not in any way operate to preclude County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach. In the event that County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

6. Civil Rights Laws and Regulations. The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- i. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - ii. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- b. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
 - c. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing

regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- d. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
7. **Civil Rights and Equal Opportunity.** The County is an Equal Opportunity Employer. As such, the County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services

regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - e. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
8. **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. Disadvantaged Business Enterprises.
- a. This contract is subject to the requirements of 49 C.F.R. Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The County's' overall FY17 Triennial Goal for DBE participation is 2%. A separate contract goal has not been established for this procurement.

- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 C.F.R. 26.13(b)).
 - c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from the County. In addition, the Contractor may not hold retainage from its subcontractors.
 - d. The Contractor must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.
10. Prompt Payment. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

11. Incorporation of Federal Transit Administration (FTA) Terms. Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests, which would cause the County to be in violation of FTA terms and conditions.
12. Government-Wide Debarment and Suspension. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of

\$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or County to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined by the COUNTY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Notice to FTA and U.S. DOT inspector general of information related to fraud, waste, abuse, or other legal matters. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative County, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

14. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

These requirements extend to all third party contractors and their contracts at every tier.

15. Safe Operation of Motor Vehicles.

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or County.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37; and Joint Access Board/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. Part 37 the Access Board’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. Part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

16. Disputes, Breaches, Defaults, or Other Litigation.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- d. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- e. See Public Law 115-232, section 889 for additional information.
- f. See also § 200.471.

SECTION E
ATTACHMENTS

All attachments referred to herein are attached hereto and by this reference incorporated herein.
Attachments include:

Attachment A: Certifications and Assurances

Attachment B: Technical Specifications

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

DATED this _____ day of _____, 2025.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

ATTEST:
JENNIFER LOCKE, CLERK

By: _____
Deputy Clerk

DATED this 10th day of December, 2025.

**CONTRACTOR
911 EMERGE-N-SEE, INC.**



Signature

Heath Slapikas

Print Name

Director of Digital Marketing

Title

**ATTACHMENT A
CERTIFICATIONS AND ASSURANCES**

**CERTIFICATION RE: DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The undersigned, an authorized official of 911 Emerge-N-See, Inc., certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Heath Slapikas

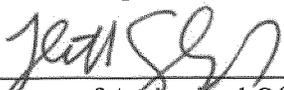
Name

153 Follins Lane

Address

Saint Simons Island, GA 31522

City, State, Zip



Signature of Authorized Official

Director of Digital Marketing

Title of Official

912-399-5623

Telephone

CERTIFICATION RE: RESTRICTIONS ON LOBBYING

The following certification shall be included in all Agreements.

I, Heath Slapikas, hereby certify on behalf of 911 Emerge-N-See, Inc.:

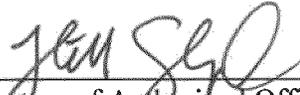
No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative payment.

If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXECUTED THIS 10th DAY OF December, 2025.

By: 
(Signature of Authorized Officer)

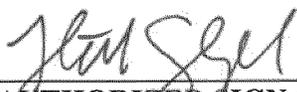
Director of Digital Marketing
(Title of Authorized Official)

Certificate Prohibiting Contracts with China

The undersigned do hereby certify that the company contracted with hereby is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China, and that this contract complies with all of the requirements of Idaho Code 67-2359:

911 Emerge-N-See Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

12/10/2025

DATE

KOOTENAI COUNTY BOARD OF COUNTY COMMISSIONERS:

ATTACHMENT B
TECHNICAL SPECIFICATIONS