



-AGENDA-

CHAD EDWARDS, MAYOR

September 14, 2020

7:00 P.M.

THE TOWN OF EVANSVILLE

Council Members:

Joseph Knop

Aaron Vigneault

Sheena Hixson

Candace Machado

Town Attorney Williams, Porter, Day & Neville

Town Engineer - WLC, Inc.

Town Clerk Janelle Underwood

Town Treasurer Lexi Erickson

Chief of Police Mike Thompson

Fire Chief Leo Malsom

P.W. Director

Due to Covid-19, we ask that people maintain 6' distance. The meeting will be streamed live on YouTube.

YouTube link <https://www.youtube.com/channel/UCB0HNSulh1k51ixwxexh55w>

Meeting called to order

Roll call

Pledge of Allegiance

Approval of Agenda

1) Consent Agenda

A. Approval of Regular Meeting Minutes for August 24, 2020

B. Approval of Business Licenses – Blue Ice Contracting & Gaviotis Construction

C. Approval of Bills

2) Swearing in of New Police Officer

3) Approval of Surveyors Expense for Annexations

4) Update on Recycle Bin Agreement

5) Discussion on Land and Appraisal

6) Approval of the Esri Contract

7) Engineer's Report

8) Public Comments

9) Adjournment

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

P.O. DRAWER 158, EVANSVILLE, WYOMING 82636-0158

(307) 234-6530 • FAX: (307) 266-5109

www.townofevansville.org • EMAIL: townclerk@evansvillewy.com

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

August 24, 2020

The regular meeting of the Evansville Town Council of the Town of Evansville, County of Natrona, State of Wyoming, was held at 7:00 p.m. in the Council Chambers of the Town Hall.

Council Meeting Livestreamed via You Tube.

The meeting was called to order by Mayor Chad Edwards at 7:00 p.m. and upon roll call the following were present: Council Members Joe Knop, and Candace Machado, Town Attorney Scott Murray, Chief of Police Mike Thompson, Fire Chief Leo Malsom, Public Works Representative Robert Lewallen, Town Clerk Janelle Underwood, and interested citizens.

Council Members Aaron Vigneault and Sheena Hixson asked to be excused.

Mayor Chad Edwards led the Pledge of Allegiance.

APPROVAL OF AGENDA: Motion was made by Joe Knop and seconded by Candace Machado to approve the agenda. Motion carried.

APPROVAL OF CONSENT AGENDA:

- A) Approval of Regular Meeting Minutes and Executive Session Minutes for August 10, 2020.
- B) Approval of Business Licenses for Hebbelman Sweet Treats.

Motion was made by Joseph Knop and seconded by Candace Machado to approve the Consent Agenda. Motion carried.

SURVEY RESULTS FOR RECYCLE BINS: Mayor Edwards stated that the City of Casper recently opened a material recycling facility and is looking to charge the outside agencies to pay for the recycling services. He stated that the Town sent out a survey on the different levels of services the Town could consider and the costs associated with those services and the most favored at 48.39% was the current level of services that the Town has with an annual cost of ten thousand six hundred and twelve dollars (\$10,612.00). He stated that the second most popular choice at 22.58% was option four of closing the recycling center. Mayor Edwards stated that he would like to go back and negotiate with the City of Casper on the frequency of the recycle bins being picked up and see if that would reduce some of the costs. Mayor Edwards also stated that in reviewing the Town's anticipated revenues and anticipated expenses that he believes Evansville can still provide the recycling bins services at no additional cost to the residents.

Motion was made by Joe Knop and seconded by Candace Machado authorizing Mayor Edwards to go back to the City of Casper and negotiate with them on the frequency and costs associated with the recycle bins. Motion carried.

DISCUSSION OF MOUNTAINWEST SITE/EQUIPMENT: Mayor Edwards stated that recently the Town approved a Franchise Agreement with Mountain West Technologies to provide internet services to Evansville. He stated that a tower proposal was presented and reviewed by the Town Engineer, Town Planner, PW Director and the Water Treatment Plant Operators and there were no issues. He stated that he would like to get approval from the Governing Body to construct the tower contingent upon Mountain West Technologies receiving all required permits and inspections from the City of Casper. He stated that the tower site location is in the Casper city limits.

Motion was made by Joe Knop and seconded by Candace Machado authorizing Mountain West Technologies to construct a tower contingent upon Mountain West Technologies receiving all required permits and inspections from the City of Casper. Motion carried.

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

August 24, 2020

Mayor Chad Edwards stated that Evansville had applied for a CARES Grant through the State Land and Investment Board for the installation of fiber optics for improved internet in Evansville and that the grant application was denied. He stated that the internet service and at times the band width has been an issue for Evansville. Mountain West Technologies has offered, if a tower is approved by the City of Casper and built, to provide the Town with free internet service because of this.

Tim Meads with Mountain West Technologies stated that what they are trying to do is strengthen the ties with the community and bring better options at the same time. They are also trying to lessen the burden on the Town with its communication systems with no hardware costs incurred.

Mayor Edwards stated that he did not want the approval of the tower install to be a part of the offer from Mountain West Technologies for free internet service to the Town of Evansville because they are two separate issues and he didn't want it to sway anybody one way or another.

PUBLIC COMMENTS: During public comments, Willie Johnson, 436 Albany Street, complained to the Governing Body about the code enforcement concerning his unlicensed vehicle on the street and feels that he is being harassed and slandered by the Police Department. He stated that he has talked to a couple of people in town that have not been contacted by Code Enforcement and he thinks that he has been singled out because of his race.

Mayor Edwards stated that he appreciated this being brought to the Town's attention and that he can tell him that the issue with the vehicles is a Town ordinance and he can guarantee that he has not been targeted because he has received a lot of phone calls about the same complaint. Mayor Edwards stated that if he would fill out the complaint form and submit it to the Town the Governing Body will review it.

Gary Kilwien, 269 Second Street, spoke to the Governing Body concerning the Code Enforcement with John Gregg's property. He stated that one issue is a semi van that was allowed to be parked on a lot more than thirty years ago and is still in good shape. He stated that any attempt at moving it at this point is not realistic because of the building that has taken place around it. He stated that the other issue is Mr. Gregg has a motor home that is not currently licensed that is not on the street that he trying to sell. He stated that the cost to license it is nine hundred dollars (\$900.00) and asked if Mr. Gregg could have some time in hopes that he can get it sold. Gary Kilwien stated that he has helped Mr. Gregg with the weeds on his property. He also stated that the Code Enforcement Officer is doing her job and doing a good job and he understands what the Town is trying to do.

Mayor Edwards stated that the important thing is if people are making progress to clean up their properties. He stated that the problem did not happen overnight, and the clean-up is not going to happen overnight.

Leonard Carney, 772 Whipsaw, stated that he was contacted by Code Enforcement Officer Brandy Nester and she is really doing a good job. He stated that she contacted him concerning grass clippings that he has been dumping over his fence for the last six years and asked if the Town would allow for him to rake out the clippings and flatten them down for this fall and then in the spring address this issue.

Fire Chief Leo Malsom stated that he will investigate it the following day and will let Mr. Carney know.

Sheila Riggs, 655 Platte Park Road, asked if there was any progress with the ordinance concerning motorhomes parked on the streets and the status of the appraisal on the land.

Mayor Edwards stated that the Governing Body is still working on the wording for the ordinance and that the land appraisal is ongoing, and the Town has not received the results.

Mickey Hock, 305 Evans Street, stated that he was contacted by the Code Enforcement Officer concerning his property and he is working on the issues that were pointed out to him. He stated that he does have some issues with the use of tarps when it comes to covering snowmobiles or jet skis.

RECORD OF PROCEEDINGS


Meeting of the Evansville Town Council, Evansville, Wyoming

August 24, 2020

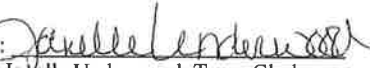
Discussion took place concerning what the ordinance states on covering vehicles with tarps, but that Code Enforcement Officer Brandy Nester is doing her job. Mayor Edwards stated that there are ordinances that have not been enforced in years and if an ordinance is not what the public wants, then it is the Governing Body's job to adjust it to make it fit. Mayor Edwards stated that the public comments are appreciated.

ADJOURNMENT: There being no further business, motion was made by Joe Knop and seconded by Candace Machado to adjourn at 7:52 p.m. Motion carried.

APPROVED: _____


Chad Edwards, Mayor

ATTESTED: _____


Janelle Underwood, Town Clerk

**AMENDMENT NO. 1 TO SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)
Esri Agreement #00283667.0**

Amendment No. 1 to the *Small Enterprise Agreement County and Municipality Government (E214-3)* is made and entered into this 2nd day of January, 2021, by and between Environmental Systems Research Institute ("ESRI"), with an address of 380 New York Street, Redlands California, 92373-8100, and the City of Casper, Wyoming ("Customer"), a Wyoming municipal corporation with an address of 200 North David Street, Casper, Wyoming 82601. Throughout Amendment No. 1, ESRI and Customer may be individually referred to as "Party" or together as "Parties."

RECITALS

- A. The Parties want to enter into the three-year, *Small Enterprise Agreement County and Municipality Government (E214-3)* Agreement ("SGEA").
- B. The SGEA does not have Wyoming Governmental Claims Act provisions.
- C. In consideration of the Customer executing the SGEA, ESRI agrees to add Wyoming Governmental Claims Act language to the Agreement by Amendment No. 1.
- D. Amendment No. 1 shall be executed contemporaneously with the SGEA, and remain in full force throughout the term of the SGEA and any subsequent amendments to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree by and between them as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment No. 1.

2. ADDITION OF SECTION 10. WYOMING GOVERNMENTAL CLAIMS ACT

Section "10. WYOMING GOVERNMENTAL CLAIMS ACT" is hereby added to the SGEA as follows:

10. WYOMING GOVERNMENTAL CLAIMS ACT

The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Parties specifically reserve the right to assert any and all rights,

immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

3. RATIFICATION

The terms and conditions of the SGEA, as modified by Amendment No. 1, are ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment No. 1 as of the day and year above.

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE**

Printed Name: _____
Title: _____

Printed Name: _____
Title: _____

**AMENDMENT NO. 1 TO SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)
Esri Agreement #00283667.0**

Amendment No. 1 to the *Small Enterprise Agreement County and Municipality Government (E214-3)* is made and entered into this 2nd day of January, 2021, by and between Environmental Systems Research Institute ("ESRI"), with an address of 380 New York Street, Redlands California, 92373-8100, and the City of Casper, Wyoming ("Customer"), a Wyoming municipal corporation with an address of 200 North David Street, Casper, Wyoming 82601. Throughout Amendment No. 1, ESRI and Customer may be individually referred to as "Party" or together as "Parties."

RECITALS

A. The Parties want to enter into the three-year, *Small Enterprise Agreement County and Municipality Government (E214-3)* Agreement ("SGEA").

B. The SGEA does not have Wyoming Governmental Claims Act provisions.

C. In consideration of the Customer executing the SGEA, ESRI agrees to add Wyoming Governmental Claims Act language to the Agreement by Amendment No. 1.

D. Amendment No. 1 shall be executed contemporaneously with the SGEA, and remain in full force throughout the term of the SGEA and any subsequent amendments to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree by and between them as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment No. 1.

2. ADDITION OF SECTION 10. WYOMING GOVERNMENTAL CLAIMS ACT

Section "10. WYOMING GOVERNMENTAL CLAIMS ACT" is hereby added to the SGEA as follows:

10. WYOMING GOVERNMENTAL CLAIMS ACT

The Customer does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Customer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

3. RATIFICATION

The terms and conditions of the SGEA, as modified by Amendment No. 1, are ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment No. 1 as of the day and year above.

APPROVED AS TO FORM




ATTEST

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

WITNESS



Printed Name: Fernando Frias
Title: Contracts Assistant

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE**



Printed Name: Chris Johnson
Title: Manager, Commercial & Government Contract

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement #00283667.0



**REGIONAL GOVERNMENT
ENTERPRISE AGREEMENT
(RG1)**

This Agreement is by and between City of Casper ("Managing Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) Esri CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 Insights in ArcGIS Enterprise
5 Insights in ArcGIS Online
50 Tracker for ArcGIS Enterprise
50 Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

This Agreement authorizes the entities listed in Attachment 1 (each an "Authorized Entity") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years, February 8, 2021 - February 7, 2024

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Casper
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: Denyse Wyskup

Telephone: (307) 235-8455

Address: 200 N David St

Fax: _____

City, State, Postal Code: Casper, WY 82601

E-mail: dwyskup@casper.wy.gov

Country: USA

Quotation Number (if applicable): Q-4152634

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party

will have thirty (30) days from the date of written notice to cure any material breach.

- 3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.
- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.
- 3.6 Termination of an Individual Authorized Entity.** Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.
- 3.7 Termination by Authorized Entity.** If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no

additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

- a. Tier 1 Support
1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
 2. The Tier 1 Help Desk will be fully trained in the Products.
 3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this

Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Managing Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or

use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership

Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**ATTACHMENT 1
AUTHORIZED ENTITY LIST**

- | | |
|--|---|
| <p>1. Authorized Entity Name: <u>Natrona County</u>
 Contact Name: <u>Eileen Hill</u>
 Address: <u>200 N Center St</u>
 <u>Suite 105 Casper, WY 82601</u>
 Phone: <u>(307) 235-9351 or 9622</u>
 E-mail: <u>ehill@natronacounty-wy.gov</u></p> | <p>2. Authorized Entity Name: <u>Natrona County Fire District</u>
 Contact Name: <u>Brian Oliver</u>
 Address: <u>PO Box 820</u>
 <u>Mills, WY 82644</u>
 Phone: <u>(307) 234-8826</u>
 E-mail: <u>boliver@natronacounty-wy.gov</u></p> |
| <p>3. Authorized Entity Name: <u>Natrona County Health Dept</u>
 Contact Name: <u>Anna Kinder</u>
 Address: <u>475 S Spruce St</u>
 <u>Casper, WY 82601</u>
 Phone: <u>(307) 577-9722</u>
 E-mail: <u>akinder@cnchd.org</u></p> | <p>4. Authorized Entity Name: <u>Town of Edgerton</u>
 Contact Name: <u>Cindy Aars</u>
 Address: <u>311 N Second St</u>
 <u>Edgerton, WY 82635</u>
 Phone: <u>(307) 437-6763</u>
 E-mail: <u>townofe@rconnect.net</u></p> |
| <p>5. Authorized Entity Name: <u>Town of Mills</u>
 Contact Name: <u>Kevin O'Hearn</u>
 Address: <u>PO Box 789</u>
 <u>Mills, WY 82644</u>
 Phone: <u>(307) 234-6679</u>
 E-mail: <u>kohearn@mills.wy.gov</u></p> | <p>6. Authorized Entity Name: <u>Wardwell Water & Sewer District</u>
 Contact Name: <u>Gloria Brainard</u>
 Address: <u>PO Box 728</u>
 <u>Mills, WY 82644</u>
 Phone: <u>(307) 265-7034</u>
 E-mail: <u>wardwellwater@gmail.com</u></p> |
| <p>7. Authorized Entity Name: <u>Town of Evansville</u>
 Contact Name: <u>Chad Edwards</u>
 Address: <u>PO Box 158 1235 Curtis St</u>
 <u>Evansville, WY 82636</u>
 Phone: <u>(307) 234-6530</u>
 E-mail: <u>mayor@evansville.wy.com</u></p> | <p>8. Authorized Entity Name: <u>Casper/Natrona County International Airport</u>
 Contact Name: <u>Glenn Januska</u>
 Address: <u>8500 Airport PKY</u>
 <u>Casper, WY 82604</u>
 Phone: <u>(307) 472-6688 ext 12</u>
 E-mail: <u>gjanuska@flycasper.com</u></p> |
| <p>9. Authorized Entity Name: <u>Town of Bar Nunn</u>
 Contact Name: <u>Patrick Ford</u>
 Address: <u>4820 N Wardwell Industrial Ave</u>
 <u>Bar Nunn, WY 82601</u>
 Phone: <u>(307) 237-7269</u>
 E-mail: <u>patrick.ford@townofbarnunn.com</u></p> | |

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ City of Casper _____ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____