



Memo

To: Mayor and Hayden City Council

From: Michael Drobnock, IT/IS Systems Administrator

Date: 10/13/2026

Agenda Item: Professional Services Agreement with Nor-IdaTech Inc for cloud-based email gateway services

Agenda Item Location

Consent

Recommended Action or Motion

Staff recommends approval and authorization of the Mayor to sign the Professional Services Agreement with Nor-IdaTech Inc in the amount of \$2184.00, not to exceed without prior authorization.

Functional Impact of Authorizing

Currently the City of Hayden utilizes a third-party email filter to examine all email messages on ingress before being passed into our cloud email platform. There have been incidents of email not being passed to the next system resulting in lost messages which is unacceptable for important City communications. We have used this proposed vendor for email archiving for the last fourteen years plus, so it is a natural complementary fit to use them for the City's email inspection gateway as well. Nor-IdaTech is a VAR we have used extensively in the past.

Functional Impact of Not Authorizing

Email may continue getting lost with our current provider – it has occurred two times in the last month with emails being misdirected or lost. This is the first time of this occurring, but a concerning trend none-the-less. The current email gateway is paid up until October 2026. A new agreement is needed to add the email gateway in addition to our current email archiving service already under contract.

Fiscal Impact

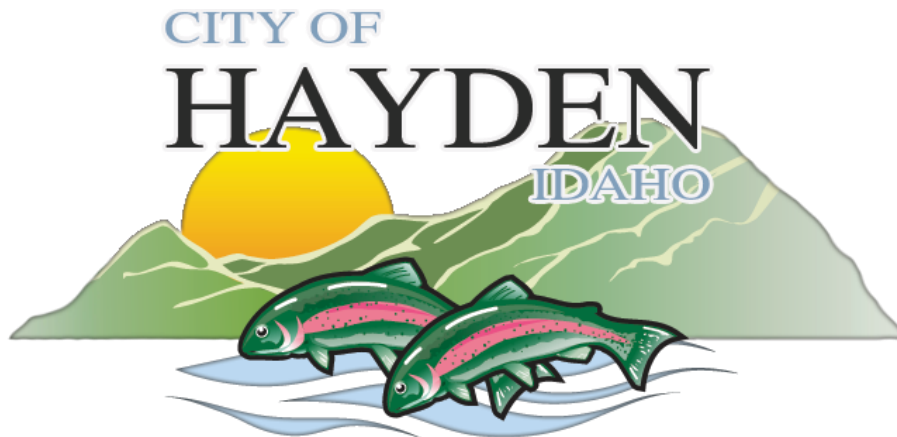
No additional fiscal impact as this expense is currently budgeted in the fiscal year 2027 Information Systems Budget - Hardware and Software Maintenance account in the amount of \$2184.00 for a 12 month subscription period.

Budget Funding Source / Transfer Request

110-230-57719 Hardware / Software Maintenance

Attachment

City of Hayden Professional Services Agreement, with Nor-IdaTech Inc Quote as Exhibit A.



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between The City of Hayden Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, ___Nor-IdaTech INC___, herein "CONSULTANT".

The parties agree as follows:

1. **SCOPE OF WORK:** ENTITY engages CONSULTANT to procure the SAAS software subscription on behalf of the ENTITY as described in Exhibit A, Quote # 828_26 , Item 2, CoH Barracuda EPCAS w/ Email Prot Adv 12 Mo. Barracuda SAAS (Software As A Subscription) for Email Protection, Advanced Plan, for 50 users for a 12 month period.

2. **PAYMENT:** ENTITY agrees to pay CONSULTANT for the subscription services rendered under this Agreement at the rates agreed upon in Exhibit A, Quote # 828_26 , Item 2, CoH Barracuda EPCAS w/ Email Prot Adv 12 Mo., in the amount of \$2184.00 stated in the Agreement by CONSULTANT. The parties agree that CONSULTANT will invoice ENTITY for payment under this Agreement for services rendered herein.

3. **RIGHT OF CONTROL:** CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. **INDEPENDENT CONSULTANT RELATIONSHIP:** CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT understands that CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT further understands that CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.

6. LICENSES AND LAW: CONSULTANT represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONSULTANT further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

8. WORKER'S COMPENSATION: CONSULTANT shall maintain in full force and effect worker's compensation for CONSULTANT and any agents, employees, and staff that the CONSULTANT may employ, and provide proof to ENTITY of such coverage or shall provide proof that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.

11. WARRANTY: CONSULTANT warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION: CONSULTANT agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONSULTANT, CONSULTANT's agents, employees, or representatives under this Agreement.

13. WAIVER OF CLAIMS: CONSULTANT, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

16. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and CONSULTANT employs ten (10) or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

19. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

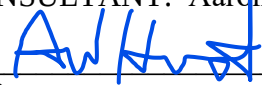
20. CERTIFICATION THAT COMPANY IS NOT CURRENTLY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA: Pursuant to Idaho Code section 67-2359, CONSULTANT certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

DATED this _____ day of _____, 2026.

ENTITY:

Mayor

CONSULTANT: Aaron Hunt - Nor-IdaTech

By 
Owner

ATTEST:

City Clerk

Form and content approved by Fonda Jovick, as attorney for the City of Hayden.

Nor-IdaTech Inc
PO Box 2547
Hayden Id 83835
Tel. (208) 660-9958

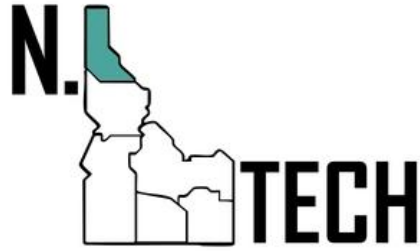
Quote # 828_26 CoH Barracuda EPCAS w_Email Prot Adv 12 Mo

Michael Drobnock, City of Hayden

[Signature] 7/16/26

Nor-IdaTech Inc

PO Box 2547
 Hayden, ID 83835 US
 +12086609958
 aaron@nor-idatech.com

**INVOICE**

BILL TO	SHIP TO	SHIP DATE	09/21/2026	INVOICE	1331
Michael A Drobnock	Michael A Drobnock	SHIP VIA	Electronic	DATE	09/22/2026
City of Hayden	City of Hayden			TERMS	Net 30
8930 N Government Way	8930 N Government Way			DUE DATE	10/22/2026
hayden, ID 83835	hayden, ID 83835				
United States	United States				

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Email Protection, Cloud Archiving Service, 1 yr (50 users 12mo/user)	600	3.45	2,070.00
	Services	Email Protection, Advanced Plan, 1 yr (50 users 12mo/user)	600	3.64	2,184.00
SUBTOTAL					4,254.00
TAX					0.00
TOTAL					4,254.00
BALANCE DUE					\$4,254.00