

**THIRD-PARTY DATA SHARING AGREEMENT
BETWEEN PEREGRINE TECHNOLOGIES, INC., AND
FIRE AGENCIES WITHIN CANYON COUNTY**

This Third-Party Data Sharing Agreement ("Agreement") is entered into as of April 29, 2026, between the fire agencies listed below (each an "Agency," collectively the "Agencies"), and Peregrine Technologies, Inc., a Delaware corporation with a mailing address at P.O. Box 7775 #69596, San Francisco, California 94120 ("Peregrine"). Agencies and Peregrine are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Peregrine provides, among other products and services, a proprietary hosted real-time decision and operations management platform for use by public safety agencies (the "Peregrine Platform");

WHEREAS, Middleton Rural Fire District and Star Fire Protection District are customers of Peregrine and users of the Peregrine Platform;

WHEREAS, Canyon County Sheriff's Office operates a shared dispatch and records system (CAD and RMS) that includes data from multiple fire agencies including the Star Fire Protection District, Middleton Rural Fire District, Nampa Fire Protection District, Caldwell Fire Department, Parma Rural Fire Protection District, Melba Rural Fire Protection District, Wilder Rural Fire Protection District, and Upper Deer Flat Fire;

WHEREAS, Middleton Rural Fire District and Star Fire Protection District have limited access, through the CAD and RMS system, to other Agencies' data pursuant to separate database sharing agreements between Agencies;

WHEREAS, in order for the Peregrine Platform to function for Middleton Rural Fire District and Star Fire Protection District, Peregrine must access and ingest Middleton Rural Fire District's and Star Fire Protection District's CAD and RMS data, which is stored and managed by the Canyon County Sheriff's Office;

WHEREAS, such access will result in Peregrine obtaining records and data from other agencies (Nampa Fire Protection District, Caldwell Fire Department, Parma Rural Fire Protection District, Melba Rural Fire Protection District, Wilder Rural Fire Protection District, and Upper Deer Flat Fire);

WHEREAS, each agency listed herein agrees to authorize the release of their respective data as necessary, and as provided herein, to enable Peregrine to provide services to Middleton Rural Fire District and Star Fire Protection District.

NOW, THEREFORE, in consideration of the mutual acknowledgments identified herein, the Agencies and Peregrine agree as follows:

1. AUTHORIZED RELEASE OF FIRE AGENCY DISPATCH DATA

A. Data Sharing Authorization:

Each Agency authorizes the Canyon County Sheriff's Office to release CAD and RMS data—including that of their respective agency—to Peregrine Technologies, Inc., for the purpose of integrating that data into the Peregrine Platform to support the operational needs of the Middleton Rural Fire District and Star Fire Protection District. This release is limited to shared, comingled, or hosted CAD/RMS data that Middleton Rural Fire District and Star Fire Protection District can currently view or access in the shared CAD/RMS system, but originates from the Nampa Fire Protection District, Caldwell Fire Department, Parma Rural Fire Protection District, Melba Rural Fire Protection District, Wilder Rural Fire Protection District, and Upper Deer Flat Fire.

B. Scope of Use:

Peregrine is authorized to ingest and store this data solely for the purpose of supporting the services provided to the Middleton Rural Fire District and Star Fire Protection District. The data shall not be accessed or shared by Peregrine with other entities unless required by law or further authorized in writing by the data-owning agency. Where data has been comingled, or ownership is not ascertainable, the Agencies agree to be bound by the Disputes About Data Ownership provision contained herein.

C. Data Ownership and Control:

Each Agency retains ownership and control of its respective data. Authorization provided in this Agreement does not transfer ownership or decision-making authority regarding the use of data beyond this Agreement, including but not limited to any release or disclosure of agency-owned information to outside parties. Where data has been comingled, or ownership is not ascertainable, the Agencies agree to be bound by the Disputes About Data Ownership provision contained herein.

D. Access Limitation and Security:

Peregrine shall take all reasonable steps to ensure that only authorized personnel have access to the data and that data security and integrity are maintained in accordance with applicable law, including HIPAA compliance requirements.

E. Data Timeframe Limitation:

The scope of data to be accessed and ingested by Peregrine shall be limited to records and data from the past ten (10) years. No data older than ten (10) years from the date of this agreement shall be included, accessed, or shared under this Agreement.

F. Disputes About Data Ownership:

The Agencies will make reasonable efforts to resolve any disputes concerning the ownership of CAD and/or RMS data ("Disputed Data") through good faith, non-binding negotiations. If a resolution cannot be reached, the Canyon County Sheriff's Office, as the operator of the CAD and RMS systems, shall have full discretion and control over the Disputed Data. This includes the authority to revoke Peregrine's access to such data. For the avoidance of doubt, any revocation decisions of the Canyon County Sheriff's Office

pursuant to this Section F must be communicated to Peregrine directly, using the contact information provided in section 2(B) herein, with **Peregrine's customer**, the Middleton Rural Fire District and Star Fire Protection District, in copy.

G. Data Partitioning and Revocation of Access to Specific Data:

Peregrine shall immediately cease use of, and securely delete, any CAD and/or RMS retained data (1) that is no longer accessible to the Middleton Rural Fire District or Star Fire Protection District, or (2) **to which Peregrine's access has been revoked**. This obligation includes the deletion of any aggregated data, including but not limited to indexing, categorization, linkages, or other derived information maintained by Peregrine. This applies to, 1) data that has become inaccessible to Middleton Rural Fire District and Star Fire Protection District due to partitioning, and 2) revocations of Peregrine's access to specific data (including, but not limited to Disputed Data) for which Peregrine has received notice of the revocation pursuant to this Agreement.

2. GENERAL TERMS

A. No Broader Authorization Implied:

This Agreement is limited in scope to the data access and sharing necessary to support services provided by Peregrine to the Middleton Rural Fire District and Star Fire Protection District. It does not imply any broader data sharing or inter-agency access rights.

B. Full Revocation:

Any Agency may revoke its consent for data sharing under this Agreement by providing written notice to all signatories and Peregrine. Upon receipt of such notice, Peregrine shall **cease use of that agency's data and securely delete any retained information, unless** retention is required by law. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may generate technical logs, data, and insights about **Agencies' usage of the Peregrine Platform (e.g., frequency of logins) ("Peregrine Insights")** and may use in perpetuity any data in aggregated and anonymized form that does not individually identify any person or entity, including any Agencies or Agencies' users ("**Aggregated Data**") for **Peregrine's internal business purposes and to operate and improve Peregrine's proprietary** software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any data via the Peregrine Platform if the provision of such data may be harmful to the Peregrine Platform or Peregrine, as determined by Peregrine in its reasonable discretion.

Notice of Full Revocation shall be sent to Peregrine to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io.

A revocation pursuant to this section shall terminate the revoking Agency's participation in this Agreement.

C. Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho.

D. Indemnification as between Peregrine and each Agency except the Middleton Rural Fire District and Star Fire Protection District (each a "non-MRFD/SFPD Agency" and together the "non-MRFD/SFPD Agencies").

Indemnification and liability as between Peregrine and each non-MRFD/SFPD Agency to this Agreement shall be governed by this Section 2D. This Section 2D does not contemplate any indemnification or liability obligations as between the Agencies.

i. **Indemnification by Peregrine to each non-MRFD/SFPD Agency.** As between each non-MRFD/SFPD Agency and Peregrine only, Peregrine shall at its expense defend a non-MRFD/SFPD Agency and its officers, directors, officials, agents, volunteers and employees (collectively, "Agency Indemnified Parties") **against any claim made or brought against any Agency Indemnified Party** by a third party (A) arising out of or in connection with **Peregrine's** gross negligence or willful misconduct in the performance of its obligations under this Agreement, except to the extent any such claim is caused by the gross negligence or willful misconduct of Agency, or (B) alleging that the Peregrine Platform when used in accordance with this Agreement infringes any U.S. intellectual property rights of a third party (each, an "Agency Claim"), and shall indemnify and hold Agency Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Agency Claim; provided, that Agency (a) promptly gives written notice of the Agency Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Agency Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Agency **without Agency's prior written** consent, such consent not be unreasonably withheld, conditioned or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of such Agency Claim.

ii. **Sole Remedy. THIS SECTION 2D SETS FORTH NON-MRFD/SFPD AGENCY'S SOLE REMEDIES AS IT RELATES TO PEREGRINE AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE PEREGRINE SERVICE, THE PEREGRINE PLATFORM OR ITS USE.**

iii. **Limitation of Liability.**

Exclusion of Consequential and Related Damages. AS BETWEEN EACH NON-MRFD/SFPD AGENCY AND PEREGRINE, EXCEPT FOR A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE BY ITS CUSTOMER, THE MIDDLETON RURAL FIRE DISTRICT AND STAR FIRE PROTECTION DISTRICT, UNDER THE SEPARATE AGREEMENT FOR SERVICES BETWEEN THOSE TWO PARTIES, IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR \$100,000, WHICHEVER IS GREATER.

E. Miscellaneous Provisions

1. This Agreement does not create any separate legal or administrative entity.
2. Each Party shall bear its own costs incurred under or in connection with this Agreement. No budget will be established or maintained collectively by the Agencies.
3. No property, either real or personal, will be acquired under the terms of this Agreement, and no provisions are herein made for any disposition of property upon termination of this Agreement.
4. This Agreement shall not relieve any Party of any obligation or responsibility imposed on it by law.
5. This Agreement may not be assigned by a Party without the prior written consent of the other Parties.
6. This Agreement is in force until otherwise revoked by each Agency pursuant to 2.B. or until Middleton Rural Fire District and Star Fire Protection District are no longer a customer of Peregrine or a user of the Peregrine Platform.

F. This Agreement represents the entire agreement of the Parties, and no representations have been made, orally or in writing, that are in conflict with, differ from, or add to, the terms and conditions of this Agreement.

3. SIGNATURES

By signing below, each Agency authorizes the Canyon County Sheriff's Office, pursuant to the terms of this Agreement, to release its CAD and RMS data to Peregrine Technologies, Inc., for the purpose of enabling platform functionality for the Middleton Rural Fire District and Star Fire Protection District. Each signatory affirms that they are authorized to enter into this Agreement on behalf of their respective agency.

Peregrine Technologies, Middleton Rural Fire District and Star Fire Protection District agree to use, secure, and maintain the data in compliance with the terms of this Agreement, and to otherwise comply with the terms of this Agreement.

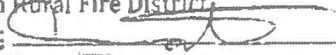
Canyon County Sheriff's Office

Signature: _____

Name: _____

Title: _____

Date: _____

Middleton Rural Fire District
Signature: 
Name: Greg Long
Title: Fire Chief
Date: 6/1/26

Star Fire Protection District
Signature: 
Name: Greg Timmons
Title: Fire Chief
Date: 6/1/26

Nampa Fire Protection District
Signature: _____
Name: _____
Title: _____
Date: _____

Caldwell Fire Department
Signature: _____
Name: _____
Title: _____
Date: _____

Parma Rural Fire Protection District
Signature: _____
Name: _____
Title: _____
Date: _____

Melba Rural Fire Protection District
Signature: _____
Name: _____
Title: _____
Date: _____

Wilder Rural Fire Protection District
Signature: _____
Name: _____
Title: _____
Date: _____

Upper Deer Flat Fire
Signature: _____
Name: _____
Title: _____
Date: _____

Middleton Rural Fire District

Signature: _____

Name: _____

Title: _____

Date: _____

Star Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Nampa Fire Protection District

Signature: [Handwritten Signature]

Name: KIRK CHRISTENSEN

Title: FIRE CHIEF

Date: 5/20/2026

Caldwell Fire Department

Signature: _____

Name: _____

Title: _____

Date: _____

Parma Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Melba Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Wilder Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Upper Deer Flat Fire

Signature: _____

Name: _____

Title: _____

Date: _____

Middleton Rural Fire District

Signature: _____

Name: _____

Title: _____

Date: _____

Star Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Nampa Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Caldwell Fire Department

Signature:  _____

Name: Matt Shupe

Title: Deputy Chief

Date: 5/18/2026

Parma Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Melba Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Wilder Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Upper Deer Flat Fire

Signature: _____

Name: _____

Title: _____

Date: _____

Middleton Rural Fire District

Signature: _____

Name: _____

Title: _____

Date: _____

Star Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Nampa Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Caldwell Fire Department

Signature: _____

Name: _____

Title: _____

Date: _____

Parma Rural Fire Protection District

Signature: [Signature]

Name: Jeff Koelge

Title: Fire Chief

Date: 5/8/26

Melba Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Wilder Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Upper Deer Flat Fire

Signature: _____

Name: _____

Title: _____

Date: _____

Middleton Rural Fire District

Signature: _____

Name: _____

Title: _____

Date: _____

Star Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Nampa Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Caldwell Fire Department

Signature: _____

Name: _____

Title: _____

Date: _____

Parma Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Melba Rural Fire Protection District

Signature: _____

Name: Brig MacCormack

Title: Chief

Date: 5-20-26

Wilder Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Upper Deer Flat Fire

Signature: _____

Name: _____

Title: _____

Date: _____

Middleton Rural Fire District

Signature: _____

Name: _____

Title: _____

Date: _____

Star Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Nampa Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Caldwell Fire Department

Signature: _____

Name: _____

Title: _____

Date: _____

Panna Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Melba Rural Fire Protection District

Signature: _____

Name: _____

Title: _____

Date: _____

Wilder Rural Fire Protection District

Signature: _____

Name: Steve Rhoads

Title: Fire Chief

Date: 6-1-24

Upper Deer Flat Fire

Signature: _____

Name: _____

Title: _____

Date: _____

Middleman Rural Fire District

Signature: _____
Name: _____
Title: _____
Date: _____

Star Fire Protection District

Signature: _____
Name: _____
Title: _____
Date: _____

North Fire Protection District

Signature: _____
Name: _____
Title: _____
Date: _____

Caldwell Fire Department

Signature: _____
Name: _____
Title: _____
Date: _____

Parma Rural Fire Protection District

Signature: _____
Name: _____
Title: _____
Date: _____

Melba Rural Fire Protection District

Signature: _____
Name: _____
Title: _____
Date: _____

Wilder Rural Fire Protection District

Signature: _____
Name: _____
Title: _____
Date: _____

Upper Big Lost Fire

Signature: _____
Name: _____
Title: _____
Date: 05-09-2026

Peregrine Technologies, Inc.

Signature: Paige Burley

Name: Paige Burley

Title: Head of Training & Client Advocacy

Date: 07/09/2026

FOR CANYON COUNTY

Dated this 4th day of August, 2026

CANYON COUNTY BOARD OF COMMISSIONERS

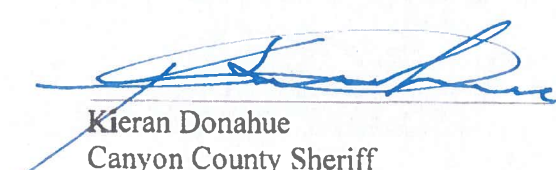
- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Leslie Van Beek	☒	☐	☐
 Commissioner Brad Holton	☒	☐	☐
 Commissioner Zach Brooks	☒	☐	☐

ATTEST: JESS URRESTI, Clerk

By: 
Deputy Clerk

CANYON COUNTY SHERIFF


Kieran Donahue
Canyon County Sheriff

7-20-26
Date