

**RESOLUTION NUMBER 04-086**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES AGREEMENT WITH BANYAN TECHNOLOGY INC. TO MAINTAIN AND SERVICE THE SCADA SYSTEM FOR \$5,220.

WHEREAS, the Ketchum Utilities Department, Water Division, owns and operates a SCADA system to control and monitor remote locations within the water system, and

WHEREAS, the electronics and telemetry associated with the SCADA system is complicated and highly technical, and

WHEREAS, Banyan Technology has served the city well in the past and is familiar with our site locations and equipment, and


WHEREAS, Banyan Technology has proposed to offer support on a 24/7 basis for an annual cost of \$5,220.

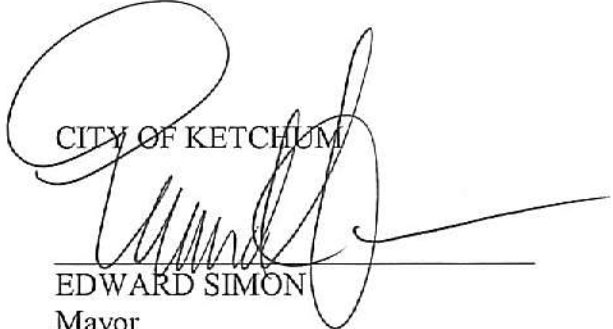
NOW THEREFORE, BE IT RESOLVED by the City Council that the Mayor is authorized to execute a contract with Banyan Technology Inc. for an amount not to exceed \$5,220 for SCADA system support during fiscal year 2004-2005.

DATED this 18<sup>th</sup> day of October 2004.



ATTEST:

  
Sandra E. Cady, CMC  
City Clerk

  
CITY OF KETCHUM  
EDWARD SIMON  
Mayor

LOCAL PUBLIC OFFICIAL

1. I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ is a resident of the City of Ketchikan, Alaska.

2. I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ is a resident of the City of Ketchikan, Alaska.

3. I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ is a resident of the City of Ketchikan, Alaska.

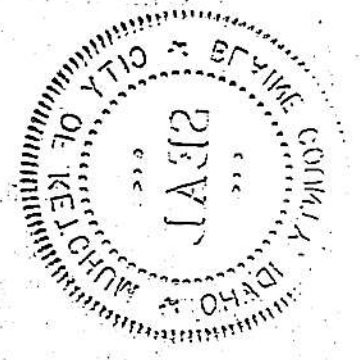
4. I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ is a resident of the City of Ketchikan, Alaska.

5. I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ is a resident of the City of Ketchikan, Alaska.

6. I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ is a resident of the City of Ketchikan, Alaska.

7. I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ is a resident of the City of Ketchikan, Alaska.

*[Handwritten signature and scribbles]*



# Banyan Technology Inc.

## Comprehensive Service Agreement

**THIS AGREEMENT** entered into this 1<sup>st</sup> day of October, 2004 between City Of Ketchum Water Department hereinafter referred to as the "CLIENT" and Banyan Technology Inc., hereinafter referred to as "Banyan".

### WITNESSETH:

WHEREAS, BANYAN intends to offer CLIENT comprehensive support for their existing SCADA system.

NOW, THEREFORE, the CLIENT and BANYAN in consideration of their mutual covenants herein agree in respect as set forth below.

### CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will furnish to BANYAN, as required for performance of BANYAN's services, data prepared by or services of others without limitation, all of which BANYAN may use and rely upon in performing services under this Agreement.

The CLIENT will arrange for access to and make provisions for BANYAN to enter upon public and private property as required for BANYAN to perform services under this Agreement.

The CLIENT will provide a toll free telephone number which will enable BANYAN the ability to access the SCADA system from anywhere within the 48 contiguous states.

The CLIENT shall maintain the necessary spare parts needed to repair the system in the event of a failure.

### SERVICES TO BE PERFORMED BY BANYAN AND BILLING RATES TO BE PAID BY CLIENT

1. BANYAN will conduct monthly project visit's to access system status and report to the CLIENT any problems that need to be addressed. Monthly visits may also be used to conduct training and make system modifications at owner's discretion. Banyan to spend a minimum of 3 hours onsite during the monthly visit.
2. BANYAN will provide 24/7 telephone support to CLIENT to assist in resolving system problems.
3. BANYAN will maintain backup media of all programs necessary to restore any part of the system in the event of a failure.
4. BANYAN will provide priority onsite response to trouble-shoot and repair failures within the SCADA system. CLIENT will receive discounted hourly rates for trouble-shooting and programming services. (see attached rate sheet.)

The lump sum cost of the above outlined services from 10/1/2004 to 10/1/2005 shall be \$ 5,220.00

**The Notice to Proceed, by the Client, verbal or written, constitutes acceptance of this Agreement. THE ATTACHED "TERMS AND CONDITIONS" ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

By (signature)

BANYAN:

By (signature)

# Banyan Technology Inc.

## Rate Schedule Effective March 01, 2004

### Normal Business Hours Rates

Our normal "Business Hours" rates for system trouble-shooting and HMI programming, report generation, and training are \$72.50 per hour. This rate applies to the hours between 8:00 AM and 5:00 PM. Monday through Friday for both on-site support and telephone support.

### Normal After Hours Rates

Our normal "After Hours" rates for system trouble-shooting and HMI programming are \$ 97.50 per hour. This rate applies to the hours between 6:00 PM and 6:00 AM each night and all day on Friday, Saturday, Sunday and holidays.

### PLC Programming

Our hourly rates for custom PLC programming \$90.00 per hour during "Business Hours" and \$135 per hour during "After Hours".

### Travel Time

Travel time is based on the travel time from our field service technician's current location to and from your location, and billed at the appropriate hourly rate. Mileage to and from your location will be billed at 36 cents/mile. Air travel, hotel, and meals will be billed at cost plus 15%.

### Rates and Services for Contract Customers

Banyan offers discounted rates for "Contract Customers." A "Contract Customer" is defined as a person or organization that commits to a service agreement with Banyan and guarantees payment of the negotiated fee each month. Since each organization's needs are different, agreements with Banyan Technology Inc. will differ. The monthly fee is determined by the services you choose and the size of your organization. As a contract customer you will get:

- A 24 hour/7 days per week service/support commitment for on-site and telephone support.
- Priority Response Time - your issues are taken care of before non-contract customers.
- HMI software, training, reporting, and onsite trouble-shooting services outside of the agreement are billed at a discounted rate of \$65.00 per hour, with no increase in rates for after hours service calls.
- PLC Programming services are also billed at a discounted rate of \$85 per hour with no increase in rates for after hours programming.