

**RESOLUTION NUMBER 05-127**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BANYAN TECHNOLOGY, INC., IN THE AMOUNT OF \$5,220 TO PROVIDE SCADA SYSTEM MAINTENANCE AND SERVICES.

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts to provide services which are reasonably necessary to maintain the peace and promote the public health, safety, and welfare of Ketchum's residents and visitors; and

WHEREAS, Ketchum requires certain services and maintenance of its SCADA system; and

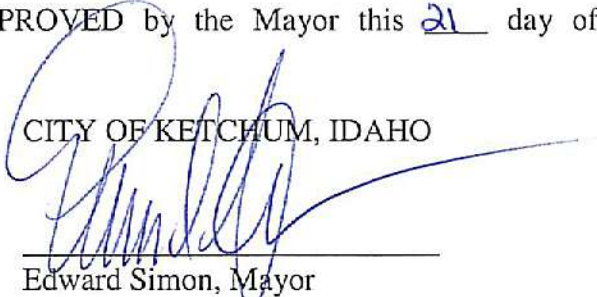
WHEREAS, Banyan Technology, Inc. has offered to contract with Ketchum to provide SCADA system maintenance and services in exchange for \$5,220; and

WHEREAS, the City desires and has deemed it in the best interest of the public health, safety, and welfare to enter into a contract with Banyan Technology, Inc. for such maintenance and services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the City Council hereby authorizes the Mayor to execute an agreement with Banyan Technology, Inc. in the amount of \$5,220 to provide SCADA system maintenance and services.

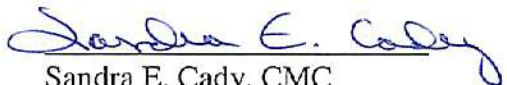
PASSED by the City Council and APPROVED by the Mayor this 21 day of November, 2005.

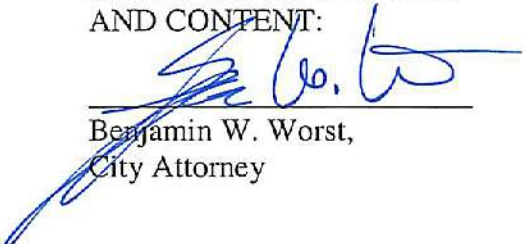
CITY OF KETCHUM, IDAHO

  
Edward Simon, Mayor

ATTEST:

APPROVED AS TO FORM  
AND CONTENT:

  
Sandra E. Cady, CMC  
City Treasurer/Clerk

  
Benjamin W. Worst,  
City Attorney

# Banyan Technology Inc.

## Comprehensive Service Agreement

THIS AGREEMENT entered into this 1<sup>st</sup> day of October, 2005 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 10/1/2005 to 10/1/2006 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)



## IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

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### BANYAN TECHNOLOGY, INC.

1250 MADRONA ST N  
 TWIN FALLS, ID 83301

**Type of Business:** CORPORATION, GENERAL BUSINESS

**Status:** GOODSTANDING, ANREPT SENT 01 Mar 2005

**State of Origin:** IDAHO

**Date of** 20 May 1999

**Origination/Authorization:**

**Initial Registered Agent:** ROBERT B VAN WAGONER  
 1250 MADRONA ST N  
 TWIN FALLS, ID 83301

**Organizational ID / Filing  
 Number:** C128968

**Number of Authorized Stock  
 Shares:** 100

**Date of Last Annual Report:** 24 May 2005

**Amendments:**

**Amendment filed 20 May 1999** INCORPORATION

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