CASHMERE CITY COUNCIL MEETING
MONDAY, AUGUST 10, 2020 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S STAY AT HOME ORDER; CITY COUNCIL MEMBERS AND THE PUBLIC ARE REQUIRED TO CALL IN TO PARTICIPATE IN A PHONE CONFERENCE CITY COUNCIL MEETING. PLEASE CALL IN 5 MINUTES PRIOR TO MEETING.
PH# 1-(978)-990-5308 Access code: 4330749

AGENDA

CALL TO ORDER

ROLL CALL

ANNOUNCMENTS

APPROVAL OF AGENDA

CONSENT AGENDA
1. Minutes of July 27, 2020 Regular Council Meeting by Telephone Conference
2. Payroll and Claims Packet Dated August 10, 2020
3. Set a Public Hearing for the Six Year TIP on August 24, 2020 at 6:00 p.m.

BUSINESS ITEMS
1. Discussion on the Six-Year Transportation Improvement Program (TIP)
2. SCADA Services – Task Authorization No. 1 for a SCADA Master Plan
3. SCADA Services – Task Authorization No. 2 for On-Call SCADA Support
4. Aquatic Informatics (ToKay) – Software License Agreement Renewal

PROGRESS REPORTS

ADJOURNMENT

OPENING

Mayor Jim Fletcher opened the regular City Council meeting via telephone conference at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

Mayor Fletcher announced that this meeting of the City Council is being conducted via a telephone conference call pursuant to Governor Inslee's Proclamation No. 20-28. To provide some organization to this meeting because it is being conducted over the phone, I will be recognizing the councilmembers on each issue before the City Council, starting from my right to my left around the Council table. When it is a councilmember's turn to speak, the councilmember may respond with "no comment" or "I agree with the previous comments" or with additional comments or questions.

As items appear on the agenda, motions will be sought first from Councilmember Erickson, and so on from right to left. Motions will be followed by a request from me for a second to the motion in the same order. I will ask the councilmembers for comments in the same order until all comments and questions on the agenda items have been made.

Now for the roll call of the councilmembers to document attendance. Please respond with an acknowledgment of your presence when your name is called.

ATTENDANCE

	Present	Not Present
Mayor:	Jim Fletcher	
Council:	Daniel Scott - phone	
	Chris Carlson - phone	
	Dave Erickson - phone	
	Jayne Stephenson - phone	
	Derrick Pratt - phone	
Staff:	Kay Jones, City Clerk-Treasurer	
	Steve Croci, Director of Operations	
		Chuck Zimmerman, City Attorney
Public:	Kirk Beckendorf, Cashmere Valley Record – phone	
	Dan Stuart, Cashmere Airport Board - phone	

ANNOUNCEMENTS AND INFORMATION

APPROVAL OF AGENDA

MOVED by Councilor Pratt and seconded by Councilor Erickson to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of July 13, 2020 Regular Council Meeting by Telephone Conference
Payroll and Claims Packet Dated July 27, 2020
    Claims Direct Pay and Check #40561 and #40562 through #40585 totaling $81,212.86
    Manual Check #40559 & 40560 not needing prior approval

MOVED by Councilor Stephenson and seconded by Councilor Scott to approve the items on the consent agenda. Motion carried 5-0.

INTERLOCAL AGREEMENT WITH CHELAN COUNTY – SUNSET HIGHWAY IMPROVEMENTS

The County and the City are interested in cooperating to facilitate the design, construction and funding of the improvements to Sunset Highway. The proposed Interlocal Agreement defines the procedures and standard terms and conditions for Chelan County to design and construct the City's portion of Sunset Highway. If the City does not secure funding for construction prior to 90% completion of the preliminary design phase, then the payment for the construction portion is null and void. The City will own the designs and will be able to complete the construction of the City's portion of the improvements at a different timeline when funding is secured.

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the Interlocal Agreement with Chelan County for the design and construction of Sunset Highway and authorize the Mayor to sign. Motion carried 5-0.

SCADA SERVICES AGREEMENT WITH RH2 ENGINEERING

The City sent out a Request for Qualifications for Supervisory Control and Data Acquisition (SCADA) services. The RFQ was answered by eight firms. The committee selected three firms to interview by phone. The interview process identified RH2 Engineering as the firm best suited to meet the City's needs for SCADA services through 2021. The proposed Agreement retains RH2 Engineering to perform the SCADA services. Task Authorizations will be submitted to the City detailing the work to be accomplished, including the cost. Each Task Authorization must be approved by the City Council.

MOVED by Councilor Scott and seconded by Councilor Erickson to approve the SCADA Services Agreement with RH2 Engineering and authorize the Mayor to sign. Motion carried 5-0.

ORDINANCE NO. 1292 ADOPTING THE CITY OF CASHMERE COMPREHENSIVE TRANSPORTATION PLAN AND DEVELOPMENT STANDARDS

The City Council held a public hearing on the draft Comprehensive Transportation Plan and Development Standards on October 10, 2016. However, documentary proof of final adoption of the Plan cannot be located. Adopting the Comprehensive Plan enables the City to qualify for transportation grants, which will be necessary for the improvements to Sunset Highway.

MOVED by Councilor Pratt and seconded by Councilor Erickson to approve the items on the consent agenda. Motion carried 5-0.

PROGRESS REPORTS

Mayor Fletcher reported that representatives of the Jail came out to discuss the new rate structure and pricing for the 2021 contract for housing inmates at the Chelan County Regional Justice Center. The new contract will have a Base Rate, which will be calculated on bookings over a 12-month period (April 2019 - March 2020). The base fee will be based on the City's percentage of total bookings. With the new base fee, the daily bed rate will decrease. There will no longer be a rolling three-year average in the annual cost. The City will receive the new contract and rates in August.

Director Croci reported that the best option to eliminate the odor at the Wastewater Treatment Plant is to stop stockpiling and drying the bio-solids. Instead, have the bio-solids go directly from the chute into a dump truck and haul it off weekly. The annual estimated cost is $40,000 to $50,000. The council agreed that hauling it off weekly was the best solution and that it was a cost of doing business.

The Director reported that the repair of the streetlights on Riverfront Dr. was almost complete and the crew will then start repairing the streetlights on Perry Street.

ADJOURNMENT
Mayor Fletcher adjourned the meeting at 6:51 p.m.

_____
James Fletcher, Mayor

Attest:

_____
Kay Jones, City Clerk-Treasurer

Agency: Cashmere
Co. No.: 04 County Name: Chelan Co.
City No.: 0165 MPO/RTPO CDTC

Project Identification
A. PIN/Federal Aid No. B. Bridge No.
C. Project Title
D. Street/Road Name or Number
E. Beginning MP or Road - Ending MP or Road
F. Describe Work to be Done

Priority Number	Functional Class	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	Expend 1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date
01	09	21	2021	Varies	C / O P S T W	0	ALL	P		172000				182				CE	No
						Totals			172000					182					
02	09	05	2021	0.27	C / O P S T W	0	ALL	P						239				CE	No
						Totals								239					
03	02	03	2022	0.25	C / O P S T W	0	ALL	P							2652			DCE	Yes
						Totals									2652				
04	09	05	2023	0.16	C / O P S T W	0	ALL	P							2652	259		CE	No
						Totals										259			
05	09	05	2024	0.21	C / O P S T W	0	ALL	P								259	207	CE	No
						Totals											207		
06	02	03	2025	0.27	C / O P S T W	0	ALL	P									3248	CE	Yes
						Totals											3248		
07	09	03	2026	0.1	C / O P S T W	0	ALL	P									3600	CE	Yes
						Totals											3600		

01 — Pioneer Ave SRTS
Location Varies
From: Division St. To: Tigner Rd.
Install enchanced crosswalk features at various intersections along Pioneer Ave.

02 — Sullivan Street Preservation
Sullivan Street
From: Pioneer Way To: City Limits
Grind and overlay, minor drainage improvements.

03 — Sunset Highway Improvements
Sunset Highway
From: 1300' east of City Limits To: City Limits
Reconstruct Sunset Highway. Project elements include curb, gutter, sidewalk, paving, illumination, drainage, landscaping, water & sewer.

04 — Norman & Douglas Street Preservation
Norman & Douglas Streets
From: Vine St. To: Elberta St.
Grind and overlay, minor drainage improvements.

05 — South Douglas Street Preservation
South Douglas Street
From: Cottage Ave To: Parkhill Street
Grind and overlay, minor drainage improvements.

06 — Evergreen Road
Evergreen Road
From: Pioneer Ave. To: Kimber Road
Reconstruct Evergreen Road. Project elements include curb, gutter, sidewalk, paving, illumination, drainage, landscaping, water & sewer.

07 — Sunset, Division, Railroad intersection improvements
Sunset, Division, Railroad
From: Sunset Highway To: Railroad
Reconstruct intersection with roundabout. Project elements include land acquisition, curb, gutter, sidewalk, paving, illumination, drainage, and landscaping.

Six Year Transportation Improvement Program

Agency: Cashmere
Co. No.: 04   County Name: Chelan Co.
City No.: 0165   MPO/RTPO: CDTC

From 2021 **to** 2028
Hearing Date: 8/24/2020   **Adoption Date:** 8/24/2020
Amend Date: _____   **Resolution:** 06 2020

Project Identification

- A. PIN/Federal Aid No.   B. Bridge No.
- C. Project Title
- D. Street/Road Name or Number
- E. Beginning MP or Road - Ending MP or Road
- F. Describe Work to be Done

Functional Class (1)	Priority Number (2)	Project Identification (3)	Improvement Type(s) (4)	Status (5)	Total Length (6)	Utility Codes (7)	Project Phase (8)	Phase Start (mm/dd/yyyy) (9)	Federal Fund Code (10)	Federal Cost by Phase (11)	State Fund Code (12)	State Funds (13)	Local Funds (14)	Total Funds (15)	1st (16)	2nd (17)	3rd (18)	4th Thru 6th (19)	Envir. Type (20)	R/W Required Date (MM/YYYY) (21)
09	04	**Cottage Ave pavement preservation** — Cottage Ave — From: Highway 2/97 To: Applers — Resurface roadway	47	2027	0.8	C / O P S T W	401760	ALL	P										CE	No
		Totals																		
09	09	**Angier Street Bridge** — Angier St. — From: Bridge End To: Bridge End — Replace Angier Street Bridge	05	2028	0.16	C / O P S T W	1726720	ALL	P										CE	No
		Totals																		
09	08	**Pioneer Ave. pavement preservation** — Pioneer Ave. — From: Division Street To: Evergreen Road — Resurface roadway	47	2029	0.8	C / O P S T W	427680	ALL	P										CE	No
		Totals																		
00	00	0 — From: 0 To: 0	00	0	0		0	1/1/0000												
		Totals																		
		Grand Totals for Cashmere													239	2652	259	7055		

Staff Summary

Date: **8/6/2019**

To: **City Council**

From: **Jim Fletcher, Mayor**

RE: **RH2 SCADA Task Authorization 1 & 2**

#1 SCADA Master Plan – Evaluating existing SCADA network to identify gaps is technology service that can be completed enabling staff time to be re-prioritized. Areas of specific interest include increasing coverage on high risk operations like water chlorine level, chlorine gas, water turbidity, well pump operations, sewer pump station failure. Improve cyber security of the entire SCADA network. Providing management and permit compliance reports.

Anticipate reallocating 4 to 6 hours per weekday of staff time, 2 hours per weekend day of staff overtime.

Final report to provide specifications prioritization of SCADA system improvements and possible mechanical system changes to improve operating efficiencies.

#2 SCADA Support for existing network, primarily the wastewater treatment plant.

Staff Recommendation: Approve task authorizations 1 & 2, authorizing the Mayor to sign.

Staff Summary

Date: 8/3/20020

To: City Council

From: Steve Croci, Director of Operations

RE: RH2 - Task Authorization No. 1 for a SCADA Master Plan

See attached Task Authorization No. 1 to the 2020 SCADA Services Agreement with RH2 for a SCADA Master Plan. The SCADA Master Plan will establish standards for the City's control, SCADA, and communication systems. This Task Authorization outlines RH2's effort to review and evaluate the City's existing SCADA system and develop a SCADA Master Plan for future use. The fee estimate is $9,855.

Staff Recommendation:

MOVE to approve Task authorization No. 1 for a SCADA Master Plan and authorize the Mayor to sign documents.

Task Authorization No. 1
City of Cashmere
2020-2021 SCADA General Services
SCADA Master Plan
August 2020
RH2 Project No. CA 20.0096

Scope of Services

RH2 Engineering, Inc., (RH2) is currently under contract with the City of Cashmere (City) to provide services in support of the City's supervisory control and data acquisition (SCADA) system.

The City has identified several areas of the system in need of improvement, including the following:

- Use of smart controls system-wide to allow for greater water control between pressure zones.

- Increased system information to allow for better troubleshooting of issues in the City.

- Ability for the City Operators to adjust controls and perform day-to-day tasks without physically visiting the sites.

- Increased monitoring and control to meet regulations to remove weekend duty.

- Addition of video equipment for security and monitoring of systems.

- Ability for remote assistance and troubleshooting from system programmer.

The City decided that the path forward would be to develop a SCADA Master Plan to establish standards for the City's control, SCADA, and communication systems. This Task Authorization outlines RH2's effort to review and evaluate the City's existing SCADA system and develop a SCADA Master Plan for future use.

Task 1 – SCADA Master Plan

Objective: Evaluate the City's existing SCADA system and make recommendations for improvements to establish City standards. The standards will guide control, SCADA, and communication system design and implementation, including the new standard for the City's programmer.

Approach:

1.1 Evaluate existing control system hardware, including programmable logic controllers, the Mission Communication System, network switches, operator interface screens, and power supplies. *Evaluation will include product support lifelines, access to replacement parts, estimation of cost for upgrading, and ability to integrate into future upgrades.*

1.2 Evaluate the existing communication system, including cellular modems, radio hardware, antennas, cabling, lightning protection, and placement of equipment. Perform a preliminary line-of-sight survey using Google Earth.

1.3 Evaluate the existing SCADA system. *The evaluation will include reviewing computer hardware, network switching, and network cyber security hardware for future remote access into the system.*

1.4 Provide a 90-percent, and final SCADA Master Plan reviewing the evaluations and making recommendations for City standards. The Master Plan will consist of a preliminary outline of implementation options, an estimated scheduled for implementation, and cost estimates for design and installation/construction.

1.5 Attend two (2) meetings with the City to visit the sites and review the 90-percent SCADA Master Plan submittal. One (1) of these meetings is to be held at City offices and one (1) via video teleconferencing. Provide agenda and minutes for the 90-percent review meeting.

Provided by City:

- Access to City staff and City facilities during site visit meeting.

- Review comments regarding 90-percent SCADA Master Plan.

RH2 Deliverables:

- 90-percent, and final SCADA Master Plan in electronic PDF.

- Meeting agendas and minutes for 90-percent review meeting.

- Attendance at meetings with City staff.

Project Schedule

The 90-percent SCADA Master Plan for City review will require forty-five (45) days to complete following notice to proceed. RH2 will schedule a meeting with City staff to review the sites. The final SCADA Master Plan will be completed within fourteen (14) days of final comments from City staff following the 90-percent review meeting.

Fee for Services

The fee for services shall be on a time and expense basis in accordance with the Professional Services Agreement for SCADA Services dated, July 30, 2020, that has been fully executed between the City of Cashmere and RH2 Engineering, Inc. The fee for services shall not exceed $9,855.00 as shown on attached **Exhibit A, Fee Estimate** without prior written authorization of the City of Cashmere.

RH2 Engineering, Inc.   **City of Cashmere**

_____   _____
Signature   Signature

Paul R. Cross - Executive Vice President   _____
Print Name/Title   Print Name/Title

7/31/2020
_____   _____
Date   Date

EXHIBIT A

Fee Estimate
City of Cashmere
2020-2021 On-Call SCADA Services
Task Authorization No. 1
SCADA Master Plan
Aug-20

Description / Classification	Total Hours	Total Labor	Total Expense	Total Cost
Task 1 SCADA Master Plan	56	$ 9,581	$ 274	$ 9,855
PROJECT TOTAL	56	$ 9,581	$ 274	$ 9,855

Staff Summary

Date: 8/3/20020

To: City Council

From: Steve Croci, Director of Operations

RE: RH2 – Task Authorization No. 2 for On- Call SCADA support

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See attached Task Authorization No. 2 to the 2020 SCADA Services Agreement with RH2 for On-Call SCADA Support. The fee for services shall not exceed $10,000.00 without prior written authorization of the City of Cashmere.

Staff Recommendation:
MOVE to approve Task Authorization No. 2 for On-Call SCADA support and authorize the Mayor to sign documents.

Task Authorization No. 2
City of Cashmere
2020-2021 SCADA General Services
On-Call SCADA Support
August 2020
RH2 Project No. CA 20.0096

Scope of Services

City of Cashmere (City) requests that RH2 Engineering, Inc., (RH2) assist with upkeep of the supervisory control and data acquisition (SCADA) systems not related to other contracts between the City and RH2. Services will be performed by RH2 only when requested by the City. This Scope of Services may include, but is not limited to, remote and on-site support for maintaining, troubleshooting, and adjusting SCADA applications.

Fee for Services

The fee for services shall be on a time and expense basis in accordance with the Professional Services Agreement for SCADA Services Agreement dated July 30, 2020, that has been fully executed between the City of Cashmere and RH2 Engineering, Inc. The fee for services shall not exceed $10,000.00 without prior written authorization of the City of Cashmere.

RH2 Engineering, Inc.   **City of Cashmere**

Paul R. Cross

Signature   Signature

Paul R. Cross - Executive Vice President
Print Name/Title   Print Name/Title

7/31/2020

Date   Date

AQUATIC INFORMATICS - SOFTWARE LICENSE AGREEMENT

Effective Date of this Agreement: ___May 12, 2020_____

SCOPE

City of Cashmere **101 Woodring Street** **Cashmere, WA 98815**	- and -	Aquatic Informatics ("AI") 2400 – 1111 West Georgia Street Vancouver, BC Canada, V6E 4M3

A. This Software License Agreement (the **"Agreement"**) is between Aquatic Informatics and its affiliates (**"AI"**, "we," "us," or "our") and you the customer of AI seeking to license certain software in executable code form and obtain related services from AI ("you" or "Customer").

Linko or Tokay Software license or service: Your agreement is with **Linko Technology Inc.** a company incorporated under the laws of the State of Washington, USA.

B. AI is licensing certain software in executable code form including related professional services more particularly described in Schedule A ("the Software") upon the terms and conditions set out in this Agreement. By using the Software, you agree to abide by the terms of this Software License Agreement ("Agreement").

C. This Agreement includes the following Schedules:

- Schedule A - Description of Software
- Schedule B - License Term and payment terms
- Schedule C - Support and Maintenance

1. Software.

1.1 AI grants to Customer, a license which permits Customer to use the Software in executable code format only and in the manner as described in this Agreement. The Software is licensed, not sold. AI, and not Customer, owns the Software, which is protected by United States, Canadian and international copyright laws. Customer may use the Software only in the manner set out in this Agreement. This Agreement gives Customer no intellectual property rights in the Software.

1.2 AI will support your use of the Software and will maintain the Software in the manner set out in Schedule C and this Agreement ("Support and Maintenance"). Such support and maintenance is provided on condition that you are current in all payments due to AI.

1.3 On your request AI may provide optional professional services ("PS") to you. Such PS will be provided on mutually agreed terms set out in a Schedule to this agreement, a Quote, or a Statements of Work (all described as "SOW") and may include, for example, Software installation, implementation and additional training. Additionally:
- (a) Your responsibilities and AI responsibilities, project schedules, milestones, deliverables with respect to PS and its delivery will be set out in the SOW.
- (b) AI's PS and the SOW will be provided on the basis of assumptions and information set out in the information you have provided to AI. If such assumptions/information provided by you is incorrect then you acknowledge that milestones, schedules, deliverables or pricing of PS may require adjustment. If required, such adjustments will be mutually agreed in writing.
- (c) If AI is prevented or delayed from performing PS in the manner and at the time set out in a SOW by reason of any act or omission attributable to you AI will notify you forthwith and giving you three days notice to correct such act or omission. If you do not remedy this situation following three notifications, AI's PS will be put on hold pending your responsibility to notify AI when you are able to dedicate resources to support AI in providing PS. Additionally, applicable milestones, schedules or time of provision of deliverables shall be amended forthwith, and AI may require you to pay all of AI's reasonable costs and charges sustained or incurred by AI (at AI's rates

specified in the SOW and all reasonable expenses) for additional time and materials expended by AI as a result of such delay.

(d) Unless otherwise set forth in a SOW, if your act or omission stops or postpones the PS set forth in a SOW you will pay for all PS rendered up to the stop or postponement date and will pay for any start up costs associated with re-activating resources to complete the subject SOW and any ramp-down costs associated with removing resources from the subject SOW. AI provides no guarantees that AI's PS may be resumed within the same timeframe as set out in the original SOW if PS is put on hold as a result of the provisions of this section.

1.4 Customer's responsibility generally are as follows.

a) The Software is only for your use. You may not provide the Software to other parties in any manner, including as a service bureau or application service provider.

b) In using the Software, You will adhere to all applicable laws, rules, and regulations.

c) To use the Software You must create a user account associated with a real person. You are responsible for that user account's security, for all activities that occur under that account and for strictly monitoring who has user account access. You will immediately contact us if you believe a user account has been compromised or is being used by unauthorized persons..

f) You may use the Software only in accordance with any documentation and acceptable use policies made known by AI to you ("AUP").

g) Customer may not alter or modify the Software in any way

1.5 You are responsible for the accuracy, quality, integrity rights to use and legality of data processed using the Software. You are responsible for ensuring you have the right to use any data, text, audio, video, images, software, lab samples, operational readings, field readings, or other similar content ("Content") you input into the Software. More particularly it is your responsibility to ensure the following:

a) that Your Content is compatible with then-current interfaces for the Software;

b) that Your Content complies with the terms of this Agreement, with applicable law and regulation and any AI policies made known to you; and

c) that You are responsible for dealing with any legal claims relating to Your Content including any intellectual property-related claims.

1.6   No other services are provided with the Software unless mutually agreed to otherwise. AI may modify this Agreement at any time by providing you at least 90 days advance notice. The modified terms will become effective on the terms as notified. By continuing to use the Software after the effective date of any Agreement modifications, you agree to be bound by the modified terms. If you do not agree to such modifications, you may terminate this Agreement without penalty to either party.

2. Fees and Payment

2.1. Fees charged for the Software license ("License Fees") and for the Support and Maintenance ("SMA Fees") are set out in Schedule B. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. AI will notify you if there are any fees charged for new options applicable to the Software or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month

2.2 All fees are exclusive of applicable federal, provincial, state or local, value added, sales, use, excise, tariffs and/or similar tax or duty. If AI is required to pay or collect any such taxes or duties on any fees charged, then such taxes and duties shall be billed to and paid by you. If you are tax-exempt, then you will provide us with legally-sufficient tax exemption certificates for applicable taxing jurisdictions.

3. Consequences of breach

3.1 AI may terminate this Agreement and your license to use the Software if you breach the Agreement or use the Software in a way that: (i) poses a security risk to AI or any third party, (ii) may adversely impact the Software, AI or a third party's operations, (iii) may subject AI or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation. AI will give Customer written notice of such breach. If such breach is not corrected in 30 days AI may terminate this Agreement.

4. Term; Termination

4.1. The term of this Agreement pertaining to the Software license commences on the Effective Date and is for the length of time stated in Schedule B ("License Term"). If not stated in Schedule B the License Term will be for a perpetual term. The term of this Agreement pertaining to Support and Maintenance commences on the Effective Date and is for the length of time stated in Schedule B ("SMA Term"). If not stated in Schedule B the SMA Term will be for a three year term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

4.2 Additionally, this Agreement shall terminate in each of the following events:

a) Either party may terminate this Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.

b) Either party may terminate this Agreement for cause upon 30 days advance notice to the other if there is any material default or breach of this Agreement by the other, unless the defaulting party has cured the material default or breach within the 30 day notice period.

If this Agreement is terminated for cause by Customer, then AI shall refund Customer any fees payable for Support and Maintenance ("SMA Fees") payable in advance of the effective date of termination. Upon termination for cause by AI, Customer shall pay any unpaid fees covering the remainder of the SMA Term after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to AI for the period prior to the effective date of termination.

4.3. Any post-termination assistance additional to that described below is subject to mutual written agreement.

a) Generally. Upon any termination of this Agreement:
   (i)   all your rights under this Agreement immediately terminate;
   (ii) you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;
   (iii) you will immediately return or, if instructed by us, destroy all AI Content in your possession.

5. Proprietary Rights and confidentiality

5.1 Ownership.

a) All proprietary and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Software and the AI Content remains that of AI. As between AI and Customer, Customer exclusively owns all rights, title and interest in and to all of Customer's Content.

b) Customer shall not (i) permit any third party to access the Software except as expressly permitted, (ii) create derivative works based on the Software, (iii) copy, frame or mirror any part or content of the Software, (iv) reverse engineer the Software, or (v) access the Software in order to build a competitive product or service, or copy any features, functions or graphics of the Software.

c) Using the Software it is possible to collect aggregated anonymized data which is collected and stored without association with Personally Identifiable Information ("PII") and does not identify Customer in any way ("Aggregated Data"). All Aggregated Data is the property of AI and treated as Confidential Information.

5.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Software, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is:

a) at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;

b) already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;

c) following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and

d) developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

5.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof.

a) All Confidential Information is owned by the respective parties.

b) Neither party will, at any time, whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.

c) Each party will hold the other's Confidential Information in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care.

d) Confidential Information may be disclosed a party only to employees or consultants having a need-to-know provided such parties are bound by confidentiality obligations

e) If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach.

f) If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

6. Indemnification.

6.1. You will defend, indemnify, and hold harmless AI, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Software (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you; (c) Your Content.

6.2 AI has the right and all necessary permissions to provide the Software to the Customer. In the event of the breach of this representation, AI shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Software infringes or misappropriates that third party's intellectual property rights, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by Customer in connection with any such Claim.

6.3 For all indemnity claims the party seeking indemnity must promptly give the indemnifying party written notice of the claim; give the indemnifying party sole control of the defense and settlement of the claim; and provide to the indemnifying party all reasonable assistance, at the indemnifying party's expense. This section states the party seeking indemnity's exclusive remedy for any type of claim.

7. Disclaimers.

7.1 THE SOFTWARE IS PROVIDED ON THE BASIS THAT IT SUBSTANTIALLY CONFORMS TO ITS DOCUMENTATION. THE SUPPORT AND MAINTENANCE SERVICES WILL BE PROVIDED ON AN INDUSTRY-STANDARD BASIS. ON BREACH OF THESE WARRANTIES THE SERVICES WILL BE RE-PERFORMED SO THAT THEY MEET THIS WARRANTY. OTHER THAN THIS WARRANTY AI DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SOFTWARE OR SUPPORT AND MAINTENANCE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. If either party is liable to the other in no event will the total aggregate liability of a party to the other exceed the SMA fees paid by the Customer to AI in the 1 year period preceding the date of a claim.

8. Miscellaneous.

8.1 This Agreement includes its schedules and is the entire agreement between AI and Customer regarding its subject matter.

8.2   The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

8.3 You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement without our prior written consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns. AI may assign this Agreement in connection with a merger, amalgamation or corporate reorganization involving AI, or in connection with the sale of all or substantially all the assets of AI or to an affiliate or wholly-owned subsidiary of AI.

8.4 The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit that party's right to enforce such provision at a later time. All waivers must be in writing executed by that party to be effective.

8.5 If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such a construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

8.6 The laws of the province of British Columbia govern this Agreement and all disputes arising out of it shall be submitted to a court of competent jurisdiction in British Columbia.

8.7   Sections 5, 6, 7 and any other sections that may be reasonably construed as intended to survive shall survive termination of this Agreement.

8.8   Upon consent by AI, this Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Customer and at fees in accordance with the Agreement unless separately negotiated between such other entities and AI. Further related entities participating in a cooperative procurement process shall place their own orders directly with AI. AI and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Agreement.

AI and Customer have executed this Agreement as of the Effective Date.

AQUATIC INFORMATICS
Per:

Name: _____

Title: _____

I/We have authority to authority to bind the corporation.

[COMPANY]
Per:

Name: _____

Title: _____

I/We have authority to authority to bind the corporation.

Schedule A
Description of Software obtained by Customer

Description of Software Provided (See Schedule B for License Fee & Payment Terms):

Tokay software to manage and support the City's Cross Connection Control program.

Description of Professional Services Provided (See Schedule B for Payment Terms):

Software implementation and training services as outlined in quote number 00008650

Schedule B

License Fee, SMA Fee and payment terms

1   License Term

1.1   This Agreement commences on the Effective Date.

1.2   The License Term is perpetual. The term under which Support and Maintenance is provided to Customer ("SMA Term") is for one (1) year, and thereafter renews automatically for successive one (1) year periods unless either party gives the other party 30 days written notice of its intent not to renew this Agreement prior to the expiration of the then current term.

2   Payment Terms

2.1   The License Fee and the first year's SMA Fee is payable on the date when AI sends login credentials to Customer. The License Fee is as follows:

Software module	License Fee
TokaySQL	$0
WebTest (Previously Purchased) *$1 fee per submitted test through WebTest	$0
Total One-Time License Fee	**$0**

3   Annual SMA Fee

3.1   The Customer agrees to pay the annual SMA Fees for Support and Maintenance of Software modules listed in the table below each year thereafter. AI may amend its fees for any renewal term on 30 days notice to Customer given prior to the expiration of the current term. Any applicable taxes are not included in this fee.

3.2   Customer acknowledges that additional modules, additional systems/facilities being managed, or additional users to those listed below may require adjustments in pricing to the SMA Fee. Customer certifies that the information is accurate and agrees to notify AI of any material change in the information.

Software module	Annual SMA Fee
TokaySQL Year One (Sept 21, 2020) - $380 WebTest $600 Hosting Fee	$980
TokaySQL Year Two (Sept 21, 2021) - $750 + WebTest $600 Hosting Fee	$1,350
TokaySQL Year Three (Sept 21, 2022) - $1,100 + WebTest $600 Hosting Fee	$1,700
TokaySQL Year Four (Sept 21, 2023) - $1,500 + WebTest $600 Hosting Fee	$2,100
Total Annual SMA Fee	**$6,130**

4   Professional Services Fees

4.1   Professional Services and One-Time Fees are payable on delivery of services unless stated otherwise as follows:

Professional Services Description	One-Time Fee
TokaySQL Remote Training	$0
TokaySQL Implementation	$0
Total PS Fee	**$0**

Schedule C
Support and Maintenance of Software

Support and maintenance is provided with the Software.

AI will maintain the Software at the latest release making new enhancements and improvements available as part of AI's development methodology. In addition to regular maintenance of the Software, AI will support you by answering queries from technically-trained users designated by you and resolve such queries in a manner set out below

1.0 DEFINITIONS

    (a) **"Case priority 1"** means the Service Offering has a system outage or the software does not work per user documentation, business operations have been severely disrupted and no work around is immediately available;

    (b) **"Case priority 2"** means the Service Offering does not work per user documentation, business operations can continue in a restricted fashion (although long-term productivity might be adversely affected) and no work around is immediately available;

    (c) **"Case priority 3"** means the Service Offering does not work per user documentation, impaired operations of some components, but allows the user to continue using the software, a work around exists but it is not obvious or is difficult and as a result there is significant impact productivity or efficiency;

    (d) **"Case priority 4"** means the Service Offering does not work per user documentation, business operations are not significantly impacted;

    (e) **"Case priority 5"** means the Service Offering does not work per user documentation and does not affect business operations or software does not work as expected and is not in user documentation or is an enhancement request;

    (f) **"Documentation"** means the instruction manual or help on the Service Offering;

    (g) **"Operating Hours"** are 7:30 am – 5:00 pm (Mon – Fri) Pacific Time excluding Province of British Columbia and Canadian statutory holidays via the Vancouver, Canada office, and 9:00 am - 5:00 pm (Mon – Fri) Australian Eastern Standard Time excluding Tasmanian and Australian statutory holidays via Hobart, Australia office;

    (h) **"Resolution"** means one or more of the following outcomes: a) a mutually acceptable work around, b) a configuration/data change or c) a Service Offering Change;

    (i) **"Service Offering Change"** means changes to Service Offering functionality;

2.0   SUPPORT AND MAINTENANCE SERVICES

2.1   Description of Services. During any SMA Term and subject to the provisions of this Agreement, AI will use commercially reasonable efforts to provide the following Support and Maintenance Services:

    (a) Live telephone support with a support representative during Operating Hours;

    (b) Email support during Operating Hours;

    (c) Live Web conferencing with a support representative during Operating Hours where required to understand the support case;

    (d) Case tracking through our online case tracking system;

    (e) Access to an online Support Portal 24 hours a day, 7 days a week; and

    (f) Entitlement to download and use each new Major and Minor Release of the Software for which you have obtained licenses.

2.2   Support Service Level Agreement

Case Priority	Initial Response	Target Time to Resolution
1	1 business day or sooner	2 business days
2	1 business day	3 business days
3	1 business day	10 business days
4	1 business day	At AI's discretion
5	At AI's discretion	At AI's discretion

(a) A Software Change is only released before the next scheduled Major Release when the Software Change is the only way to resolve a priority 1 or 2 case;

(b) A Software Change is only released for compatibility with the current Major Release or one of the two previous Major Releases.

(c) If you are experiencing issues and not using a Supported Release of the Software, you must upgrade to a Supported Release (preferably the latest Supported Release) and then, if the original case persists, AI will work with you to find a mutually acceptable resolution.

(d) You must check on the AI Support Portal to determine if you are using a Supported Release

(e) Initial Response and Target Time to Resolution time periods start once a case is logged in AI's Support Portal.

(f) Resolution times may exceed the Target Time to Resolution time targets depending on the complexity involved in determining the root cause of the case and the complexity of finding a resolution for it. Should this situation arise for priority 1 or 2 cases, you will be provided a credit towards their next Annual Subscription Fee calculated as follows:

    a.   Credit = Annual Subscription Fee X ((Number of business days in excess of Target Time in a given SMA Term) / (Total Number of business days in the same Subscription Term))

(g) The credit for any SMA Term cannot exceed the Annual SMA Fee.

(h) SMA Credits can only be used as a rebate toward the purchase of a subsequent Subscription Term and otherwise has no cash value.

(i) SMA Credits are your sole remedy if resolution times exceed the Target Time to Resolution.

2.3   Resolution of Software Anomaly. A Software anomaly will be considered to be resolved when:

(a) the Software is working in substantial accordance with the Documentation when operated on the supported hardware, operating system and peripheral as designated by AI; or

(b) AI has advised you of one of the following:

    (i)   how to correct or bypass the Software anomaly;

    (ii) that the correction to the Software anomaly will be available through a future Major or Minor Release; or

    (iii) that the anomaly falls within an exception to this Agreement.

3.0   EXCEPTIONS

3.1   Support and Maintenance Exclusions. Maintenance and Support Services are not provided for and do not apply to:

(a) third party software and middleware or services;

(b) when you are in breach of this Agreement or any other agreement with AI;

(c) Software that is improperly implemented;

(d) Hardware, peripherals (including printers) or software other than the Software;

(e) Anomalies in the Software that are not reproducible; or

(f) Anomalies, damage or problems in the Software or its operation caused by:
  i. an incompatible or non-functioning configuration, operating system or hardware system;
  ii. accident, abuse or misapplication for which AI is not responsible;
  iii. malfunction or non-performance of products supplied by third parties;
  iv. use contrary to its intended purpose or contrary to the Documentation; or
  v. any other matters beyond AI's control.

3.2   Third Party Vendors. If AI has corrected a Software anomaly in a Minor Release or Major Release provided to you, then AI will not be required to provide any other correction for the Software anomaly provided that the functionality of the Software has been maintained in relation to your business requirements. You will look solely to the third party vendors of third party software, middleware, hardware or peripheral if there are any anomalies, damage or problems to the Software in or caused by such software, middleware, hardware and/or peripheral.

3.3   Interfaces. AI will not be responsible for any of your integration requirements for the Software resulting from your use of third party vendors who may not integrate with the Software.

3.4   Inactive Support and Maintenance. Support and Maintenance only applies to customers with a valid and current SMA Term in place, and who are in good standing with AI's accounting, finance and payment terms.

4.0   SUPPORT AND MAINTENANCE PERIODS AND FEES

4.1   Renewal. Additional 12 month service periods are available following the expiry of a SMATerm. Prior to the expiry of a Support and Maintenance service period, AI may at its discretion send you an invoice for renewal of Support and Maintenance for the applicable SMA Term at the applicable SMA Fee. Failure to pay the invoice within the payment terms as detailed on the invoice will be deemed a rejection by you of the offered Support and Maintenance and will result in termination of Support and Maintenance upon expiration of the then-current SMA Term.

4.2   Taxes. The SMA Fees do not include taxes. If AI is required to pay sales, use, property, value-added, goods and services or other federal, provincial, state or local taxes based on the license granted under this Agreement or on your use of the Software or documentation, then such taxes will be billed to and paid promptly by you.

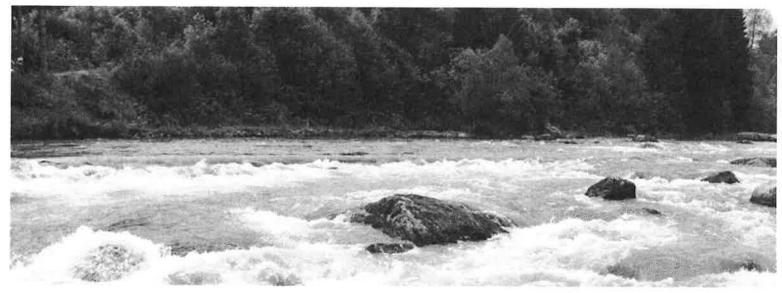# AQUATIC Informatics

Ordering Instructions

If this quote is acceptable, please provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to kaylen.everhart@aquaticinformatics.com and please reference quote **00008650**.

Kaylen Everhart
kaylen.everhart@aquaticinformatics.com

Linko Technology Inc
1999 Broadway, Suite 830
Denver, CO 80202
FEIN: 47-2917533

AQUATIC
Informatics

Quote 00008650

Details: Created On: 12 May 2020
                      Expires On: August 31, 2020

Prepared For:
                      City of Cashmere
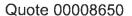   101 Woodring Street
                      Cashmere, Washington 98815
                      United States

Submitted By: Kaylen Everhart
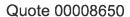   kaylen.everhart@aquaticinformatics.com

AQUATIC
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Quote Summary

Product	Sales Price	Term	Qty	Total Price
Concurrent Named User(s) - Tokay	$0.00		3	$0.00
One-time license fee for concurrent user access to TokaySQL. May be installed on many workstations with many end users. Simultaneous access and use of TokaySQL is controlled by the number of concurrent users. Concurrent users are transferable.				
Navigator to TokaySQL Upgrade	$0.00		1	$0.00
Upgrade customer's existing Tokay Navigator software to TokaySQL software. Global Benefits 1. Stability - The TokaySQL data is always stored on the SQL server. The data cannot be lost or corrupted by either user accidents or network glitches. 2. Speed ? SQL databases are fast ? much faster than a Fox Pro database. No matter how many records, no matter how many users, no matter how challenged the network might be - TokaySQL hums smoothly along. 3. Future Enhancements ? TokaySQL is the technology for today and the future. The Navigator, our legacy application, was released in 1999 and updated through 2016. However, there will be no more enhancements to the Navigator. The TokaySQL Hybrid-Cloud Cross-Connection Control solution will continue to evolve with new features and tools being added on a continuous basis. Features 1. Single Screen Data Management: mailing addresses and test results are on the same screen as the Site and Hazard ? this saves time when review data and entering data 2. Multiple Data List Views: the user can list the data to the screen in five views. And the user has complete control over both the data and the order of the data in the list view. (The Navigator has one list view that includes only sites and hazards ? not tests or surveys or mailing addresses. And the Navigator user is unable to easily change the order of the data columns. 3. Automatic Notice Generation: auto filters prompt the user to send the 1st ,2nd , and 3rd notices. 4. Excel output - easier than the Navigator and far more robust. 5. Data management tools: access to tools is more intuitive and easier (right-click vs. menu bar ? the result is working speed) 6. Multiple layer filters: both applications allow for multiple layer filters - in TokaySQL layers can be removed and instantaneously reset ? this saves an enormous amount of time. 7. Filters: TokaySQL filters can be set across multiple tables (Navigator only allows filters to be set on Sites/Hazards tables. All other tables are stand-alone (e.g. test result screen)				

AQUATIC Informatics

Tokay Implementation	$0.00		1	$0.00

Set up and configure TokaySQL software to provide optimal usage matching clients business practices workflow and nomenclature. Includes services to link TokaySQL to customer's water billing software. Typical steps to complete the implementation are listed below, with nuances applied to each client's unique situation. 1. Meet with Customer via Screenshare to discuss project outline and resource needs. 2. Schedule meetings with customer departments as needed. 3. Install/enable TokaySQL on customer's server. 4. Integrate with customer's water billing/account software and TokaySQL using standard file transfer methodology. 5. Configure WebTest on Tokay managed server. 6. Meet with customer via ScreenShare to discuss workflow and configuration settings 7. Configure the product based upon Customer's business practices. Common backflow program decision points and configuration content will be considered and employed, including end-use preferences such as software behaviors, screen layouts, etc.

Tokay Support	$0.00	12 mos	1	$0.00

Customer support and maintenance plan for Tokay software. Includes live telephone support 7:00 am - 6:00 pm PST and 24 x 7 access to web-based support and knowledge base.
5 YR SLA Agreement Starting:
Year 1 - 9/21/2020 - $380 + $600 WebTest Hosting Fee
Year 2 - 9/21/2021 - $750 + $600 WebTest Hosting Fee
Year 3 - 9/21/2022 - $1,100 + $600 WebTest Hosting Fee
Year 4 - 9/21/2023 - $1,500 + $600 WebTest Hosting Fee
Year 5 - 9/21/2024 - $1,500 + $600 WebTest Hosting Fee

Tokay Remote Training	$0.00		1	$0.00

Remote training courses for Tokay software. Delivered remotely, using GoToMeeting screen share software and a live instructor. All training will use customer data if available, and may also include light implementation services. Courses are approximately two hours in length and can accommodate up to ten (10) students.

Summary of Products & Services

Software Licenses (One-Time License Fees): $0.00 USD
Professional Services (One-Time Service Fees): $0.00 USD
Recurring Annual Fees (SaaS & SMA): $0.00 USD

GRAND TOTAL: **$0.00 USD**