



# FINANCE COMMITTEE AGENDA

November 6, 2023 – 4:00 pm | Council Chambers, City Hall

1. **Call meeting to order.**
2. **Approval of Minutes.**
  - a. Deferred until next meeting.
3. **Public Comment** - *Limit to three minutes per person.*
4. **New Business.**
  - a. In Control Renewal– Trent
  - b. Review and Sign October Claims – Stan/Jordan
5. **Continued Business**
6. **Committee Comments or Concerns:**
7. **Announcement of next meeting.**
  - a. Regular Meeting: Monday, December 4, 2023, at 4:00PM
8. **Adjournment.**

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## Finance Committee

### Members

Dick Bauman (Chair) | Joseph Callahan | Gordon Pierson

Mayor  
James Jess  
Chief Administrative Officer  
Jordan Green  
City Attorney  
Peter Elverum  
City Clerk  
Cyndi Thompson  
Compliance Officer  
Kody Ryan  
Public Works Superintendent  
Trent Freeman  
Treasurer  
Stanley Glovan  
City Services Coordinator  
Gena Micu



City Council  
Dick Bauman  
Joseph Callahan  
Curt Fjelstad  
Jackie Greenwood  
John Henderson  
Robert Kersch  
John J. Molendyke  
Gordon Pierson

## CITY COUNCIL/COMMITTEE AGENDA ITEM INFORMATION

THIS AGENDA ITEM REFERRED BY: STAFF MEMBER  TO: FINANCE

Agenda Item Name: In Control Renewal

For Meeting on: 11/06/2023 Staff Member/Committee Referring: Trent Freeman

### Description of the item:

Annual renewal of our Automation and Cybersecurity Service Plan (ACSP) from In Control Inc., our water and sewer SCADA system integrator. The renewal shall include annual subscriptions that support WatchGuard's Total Security Suite 24/7 firewall monitoring, Authpoint Multi-Factor Authentication (MFA), and Real VNC Remote Access software. This does not include the WIN-911 mobile subscription.

### Attachments:

Proposal#QP23092001-01

### Previous Committee Engagement:

(discussion, outcomes, recommendations, public comment)

None

### Recommended Motion/Action:

Approve proposal #QP23092001-01 for the renewal of our annual ACSP in the amount of \$7,268.00 which can be invoiced quarterly for \$1,817.00.



In Control, Inc.  
5301 E River Rd, Suite 108  
Fridley, MN 55421

## PROPOSAL # QP23092001-01

**To:** City of Deer Lodge

**Date:** September 20, 2023

**From:** Cade Beeton

**Valid:** 30 days

**Page:** 1 of 5

**Attn:** Trent Freeman

**Re:** Automation & Cybersecurity Service Plan – 2023 Annual Renewal

In Control, Inc. is pleased to provide our proposal for the annual renewal of your Automation & Cybersecurity Service Plan (ACSP) that expires September 6, 2023. Renewal of your ACSP includes annual subscriptions that support WatchGuard's Total Security Suite 24/7 firewall monitoring, AuthPoint Multi-Factor Authentication (MFA), and RealVNC Remote Access software. The City will be contacted directly by email by WIN-911 for the renewal of your WIN-911 Mobile subscription.

As you are aware, cybersecurity threats are constantly evolving, and it is imperative to ensure that your SCADA system is well-protected against such threats. Our maintenance plan provides the necessary updates and patches to prevent potential security breaches which can be detrimental for both the City and residents.

The annual renewal comes with a host of benefits such as regular security updates, access to our technical support team, and round-the-clock monitoring of your SCADA control network. On site inspection and maintenance of all related control hardware is critical in keeping your control system reliable. With our maintenance plan, you can be confident that your business is secure from any unauthorized access, data breaches, or malicious activities.

This annual renewal keeps your system maintained and protected through September 6, 2024.

We value our relationship with you and are committed to providing first-class solutions to meet your automation and cybersecurity needs. By renewing your maintenance plan, you can continue to focus on your day-to-day operations with the peace of mind that your control system infrastructure is in good hands.



## Proposed Materials and Services

### Item 1 - Cybersecurity Defense – Configured Firewall Hardware

The hardware firewalls located at the Waste Water Treatment Plant and Water System were installed as part of your 2022 maintenance plan and are up-to-date. It is recommended that the hardware firewalls be replaced every 3-5 years.

~~A. Waste Water Treatment Plant Firewall – WatchGuard Firebox T20-W~~

~~B. Water System Firewall – WatchGuard Firebox T20-W~~

### Item 2 - Automation & Cybersecurity Service Plan

#### A. Supervisory Control Panels (Plant or Remote Sites) – Annual Maintenance (On-site)

##### 1. Inspection:

- a. Verify control panels are properly grounded.
- b. Check PLC diagnostic information for errors and low battery conditions.
- c. Visually inspect radio cabling for damage and check radio indicators for alarms.
- d. Visually inspect control panels for abnormalities (frayed or loose wires, moisture, seals).
- e. Verify electrical schematics are present in each control panel and are up to date.

##### 2. Testing:

- a. Load test operation of Uninterruptible Power Supply (UPS) and check for alarms.
- b. Test communication-fail alarms.
- c. Test critical alarms (Example high/low level and float backup for lift stations).

##### 3. Maintenance:

- a. Vacuum control panel, lube panel hinges, and check for burnt out light bulbs.
- b. Backup Programmable Logic Controller (PLC) programs.
- c. Backup Operator Interface Terminals (OIT) programs and set OIT's to correct date and time.
- d. Review spares inventory condition and count.

##### 4. Main Facility Control Panels Covered (5):

- a. Headworks Building SCP 3-LCP-01
- b. Secondary Digester Building 6-LCP-01
- c. UV Building Control Panel 7-XJB-01
- d. Aerobic Digester Corridor Panel 8-LCP-01
- e. NPW Building Control Panel 9-XJB-01

##### 5. Remote Site Control Panels Covered (5):

- a. City Hall Control Panel
- b. Well 1 RTU
- c. Well 2 RTU
- d. Water tank RTU
- e. Lift Station Control Panel

#### B. Network Components (Computers & Servers) – Semi-Annual Maintenance (On-site and Office)

##### 1. Inspection:

- a. Check computer hardware, fans, and filters for basic function.
- b. Review computer error logs, database size, resource utilization, and available storage space.

##### 2. Testing:

- a. Test communication function of software alarm dialers and remote access.
- b. Test communication function of backup hardware alarm dialer.
- c. Verify on-demand report generation.

##### 3. Maintenance:

- a. Power down and clean fans and filters.
- b. Backup SCADA programs.
- c. Backup software configurations for switches, firewalls, VOIP dialers, and other devices.
- d. Renew licensing for subscription software. (Cost of subscriptions included in Plan cost.)

- e. Apply approved Windows updates for the existing operating system.
- 4. Software Subscriptions and/or Support Included:
  - a. RealVNC Remote Access (4 licenses)
- 5. Network Equipment Covered:
  - a. WWTP SCADA Computer
  - b. Water System SCADA Computer
- C. Cybersecurity Defense – Ongoing services, Semi-Annual Maintenance (Office)
  - 1. Inspection: Check firewall\* software, security logs, and identify required firmware updates.
  - 2. Maintenance: Install firewall security updates, if available, and renew security subscriptions.
  - 3. On-going Services: Implement and maintain Unified Threat Management (UTM) system including:
    - a. URL filtering, Intrusion Prevention System (IPS), and Gateway Antivirus (GAV)
    - b. APT Blocker – Defends against ransomware, zero-day threats, advanced malware
    - c. DNS Filtering – Detects and blocks dangerous connections via a cloud-based service using DNS-level (Domain Name System) filtering
    - d. Threat Detection & Response – Identifies and isolates infected computers on the network
    - e. Cloud Data Retention – Real-time monitoring and thirty-day retention of traffic logs of all activity on the network.
  - 4. Secure Remote Access through a VPN and Multi-factor Authentication Service:
    - a. Virtual Private Network (VPN) – Limit remote connections to those established through a secure connection using IPSec and/or SSL
    - b. Multi-Factor Authentication – Verify all remote connections with a second means of authentication through a separate smartphone application
    - c. Provide user administration support as requested, including creating and removing user accounts, resetting passwords, and supporting multifactor authentication and remote access
  - 5. Included security services subscriptions, software, and support:
    - a. WatchGuard’s Total Security Suite
    - b. AuthPoint Multi-Factor Authentication (Up to 5 users)
  - 6. Covered Cybersecurity Devices
    - a. Waste Water Treatment Plant Firewall – WatchGuard Firebox T20-W
    - b. Water System Firewall – WatchGuard Firebox T20-W
- D. Controls System Planning Meeting – Annual meeting with Controls Engineer to develop and review multi-year control system and cybersecurity defense posture.
- E. Warranty Extension for Identified Projects – This plan extends In Control’s warranty term an additional 12 months for controls engineering services (equipment excluded). This extension applies to any work completed by In Control in the past 30 days and any new work completed during the life of this Plan. Plan must be active for extended warranty to be valid.
  - 1. Projects covered by warranty extension include:
    - a. No projects identified at this time.
- F. Rate Schedule Discount – A 5.0% discount on In Control’s current Rate Schedule for all engineering service calls.
- ~~G. Scheduled Service Hour Block – Block of 0 hours must be used within one calendar year.~~
- H. Equipment – Required equipment upgrades and replacements will be identified to customer. If not covered under warranty and if approved, equipment will be replaced and billed separately. Cost of replacement or upgrade is not included in Plan cost.
- I. Agreement Duration & Invoicing – One calendar year from the date of execution, automatically renewed each year. Invoicing will be due Net 30 and submitted on a quarterly basis at the beginning of the coverage period.

## Proposal Summary

**Automation & Cybersecurity Service Plan** (Includes all Main Facility and Remote Site Control Panel maintenance and extended warranty coverage)

The below pricing for the items above excludes sales and use taxes. Freight is included, FOB shipping point.

Item 1 - Cybersecurity Defense - Firewall Hardware Configuration                    \$ 0.00 (one time cost)

Item 2 - Automation & Cybersecurity Service Plan    \$ 7,268.00 (annual cost)  
(Includes service and extended warranty coverage for all sites)

Total cost of the Plan is \$ 7,268.00 and can be invoiced quarterly at \$ 1,817.00.

Our proposal specifically excludes the following:

- Field installation of equipment.
- Any equipment or services that are not defined in the scope of work detailed in this proposal.
- Installation of software revision upgrades and related migration of applications and testing.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

**Cade Beeton**

Technical Sales Engineer

Mobile: 406.661.4795

Office: 763.783.9500

E-Mail: cade.beeton@incontrol.net

**ACCEPTANCE:** To accept this proposal please return a signed copy with purchase order. Thank you!

**Signature:** \_\_\_\_\_

**Purchase Order:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Proposal Number: QP23092001-01**

## Service Plan Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") executing the Automation Service Plan agreement ("Agreement") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Agreement will be in writing within 30 days of receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Agreement will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Agreement shall be made in writing with 14 days notice. If Purchaser terminates this Agreement at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Agreement, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Agreement.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. In Control's standard warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. This Agreement extends those warranty periods an additional twelve (12) months for all controls engineering services provided thirty days prior to the date of execution of the Agreement. This warranty extension remains valid only if this Agreement remains in place. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **ESCALATION** – This Agreement is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Agreement, unable to complete the work at the present prices and wages, then the Agreement sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
9. **PAYMENT TERMS** - The payment terms are due thirty (30) days after an invoice is sent. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur, In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
10. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
11. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.