

1. Call to Order and Roll Call

2. Approve Agenda

3. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. RCW 42.17A.555 prohibits government agencies from allowing the use of public facilities, directly or indirectly, for campaign purposes. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern and state your name for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. Public Comments Update

5. Receive Update from Committee Chair

- a. [Public Safety Committee](#)

6. Discussion

- a. Receive Comments from CQC Scholarship Applicant, Frances Tilley

7. Discussion

- a. [AB 25-001: Proposed Resolution 2025-01, N-Able 2025 Software and Services Renewal](#)
b. [AB 25-002: Proposed Resolution 2025-02, Limited Police Department Lobby Hours for 2025](#)
c. Select Yakima Valley Conference of Governments Member and Alternate for 2025
(Current Member: Prieto Duval, Alternate: Garcia)

8. Executive Session

- a. Purpose: To review the performance of public employee [RCW 42.30.110(1)(g)]
Time: 30 minutes
Action: Anticipated action

9. Adjournment

Next Regular Council Meeting Will Be Held on January 13, 2025

City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

**Public Safety Committee
Meeting Minutes
December 16, 2024**

Call To Order

Councilmember Prieto Duval called the Public Safety Committee meeting to order at 5:00 p.m.

Present: Councilmembers Naila Prieto Duval and George Garcia

Absent: Councilmember Cristian Sanchez

Staff Present: City Manager Dan Ford, Chief of Police Joseph Mehline, Firefighter Trevor Oswalt, and City Clerk Heidi Riojas

Roll Call

City Clerk Riojas conducted roll call for each Councilmember to respond their attendance at the meeting. Councilmembers Prieto Duval and Garcia responded their attendance during roll call. Councilmember Sanchez was not present.

Councilmember Prieto Duval moved, seconded by Councilmember Garcia to excuse Councilmember Sanchez from the December 16, 2024, Public Safety Committee meeting. Motion carried unanimously.

Approve Agenda

Councilmember Garcia moved, seconded by Councilmember Prieto Duval to approve the December 16, 2024, Public Safety Committee meeting agenda. Motion carried unanimously.

Public Comment

None

New Business

Approve Minutes of the November 18, 2024, Public Safety Committee meeting.

Councilmember Prieto Duval moved, seconded by Councilmember Garcia approve the Minutes of the November 18, 2024, Public Safety Committee meeting. Motion carried unanimously.

Receive comments from police regarding crime trends since last meeting on November 18, 2024.

Chief Mehline updated members that the November 2024, calls for police services were 462, which is less from the previous year at 563. He noted there were 11 felony arrests during the month. Chief Mehline reported that the Flock cameras were used to locate a person that is now in custody and K-9 Grom had a successful find.

Receive comments from fire regarding calls and medical calls since last meeting on November 18, 2024.

Chief Mehline provided the fire update that the free version of the RMS system is not compatible to pull data to create detailed reports. He reported that staff will be researching for replacement software to be compatible for staff to pull data without the need for double entries for each report. Chief Mehline noted that 85% of the department calls in November 2024 were for EMS/rescue that totaled 144 calls for the month, of which 36% were drug/alcohol related. The department has responded to 1,368 calls so far this year, which is higher than 2023 with 1,223 at the same time last year.

The members were advised that there have been seven medical calls for service to the Extreme Winter Weather Shelter (EWWWS) since it opened. Chief Mehline responded that he would follow up on the number of calls for police services to the EWWWS since it opened.

Set agenda for the meeting on March 17, 2025.

It was the consensus of the committee to have the next agenda:

- Receive Community Safety Network annual report
- Receive police and fire reports
- Discuss modifying January and February meetings to Tuesday due to holidays during those months

Adjournment

There being no further business the meeting was adjourned at 5:31 p.m.

Heidi Riojas, CMC
City Clerk



Joseph Mehline
Chief of Police

Toppenish Police Department

Section 5, Item a.

516 West 2nd Avenue
Toppenish, WA 98948
Tel (509) 865-1629
Fax (509) 864-6016
Cityoftoppenish.us/police/

INTEROFFICE MEMORANDUM

DATE: December 4, 2024

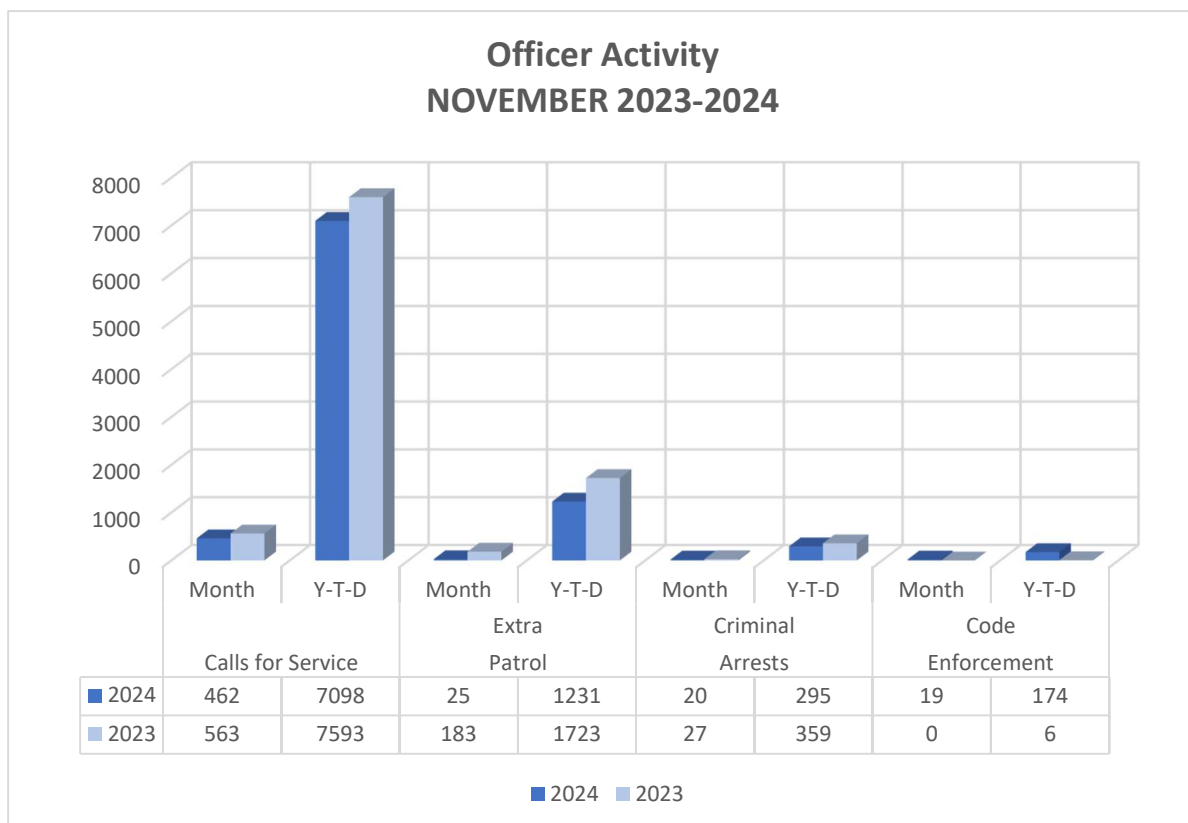
TO: Public Safety Committee

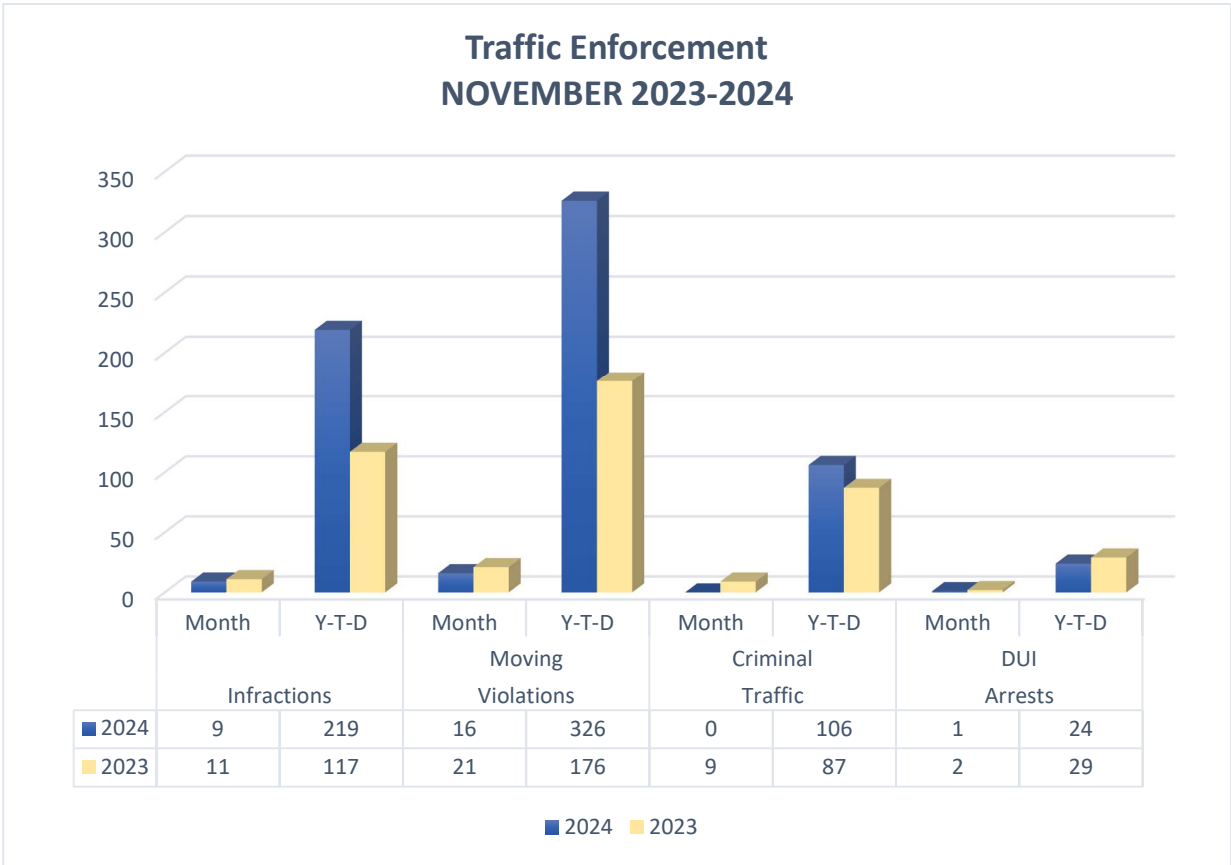
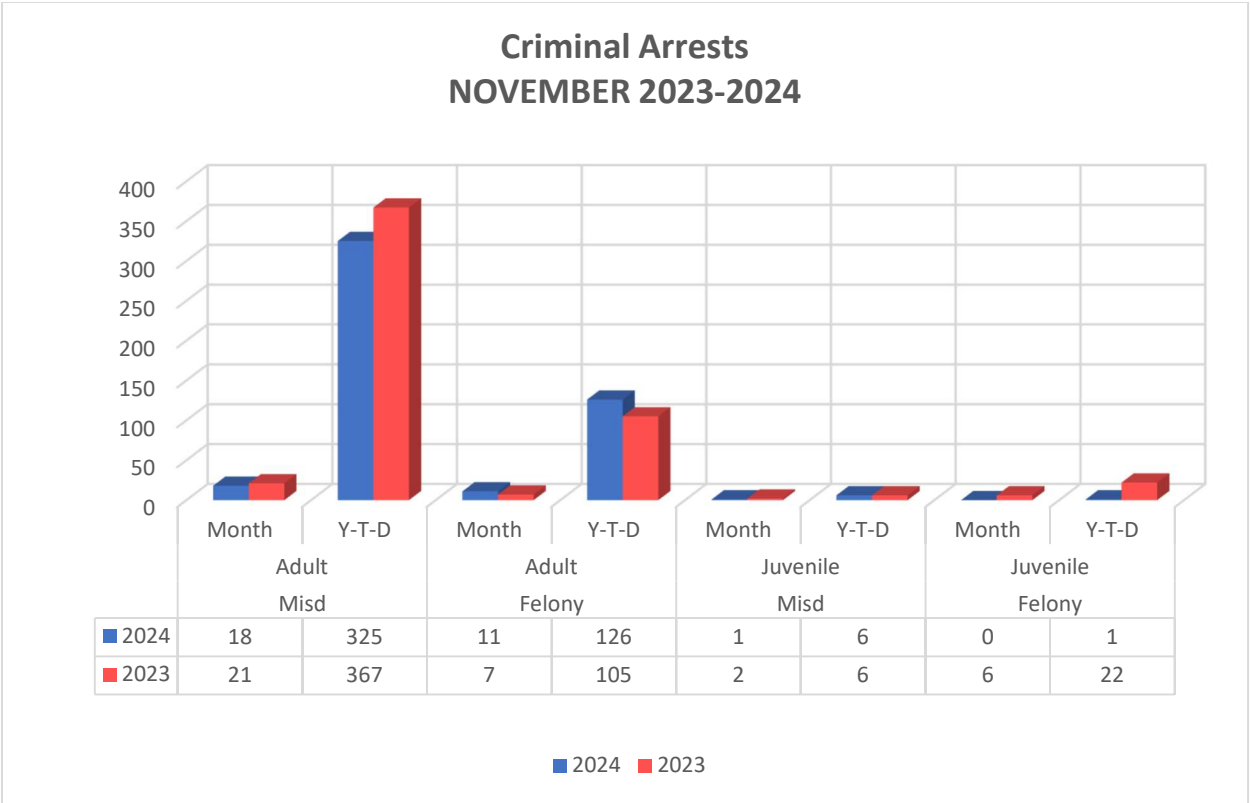
FROM: Joseph Mehline, Chief of Police

RE: Police Department Activity and Staff Report, November 2024

Cc:

The following is to report the Police Department activities for November 2024:





Major Incidents/Special Emphasis Patrol:

Major Incidents/Special Emphasis Patrol:

- TPD continued to conduct extra patrols and enforcement in the city
- K-9 Grom had two deployments including one find
- TPD responded to 18 overdoses including 0 overdose death (October 9 including 0 deaths)
- TPD participated in the Toppenish Lighted Christmas Parade

TPD Case #24P5611

Toppenish Officers observed two subjects near a vehicle that had recently been prowled. The subjects were detained, found to have burglary tools as well as warrants for their arrest. The two subjects were arrested and taken to jail.

TPD Case #24P5630

Toppenish Officers were dispatched to a possible burglary in progress on the west side of the city. There were residents inside the home during this incident. The suspect fled in a vehicle upon the officer's arrival. The vehicle was being pursued and it crashed and rolled over just outside the city. The suspect was arrested and treated for minor injuries. The suspect was an enrolled juvenile. YNPD took custody of the suspect and transported him to Tribal Jail. No damage or injuries came to the residents of the home.

TPD Case #24P5750

Toppenish Officers responded to a cold theft near the downtown area. A change machine had been stolen from a business overnight. Officers were able to identify the suspects. The suspects were located at Legends Casino and detained. The suspects gave a full confession and were arrested and booked in jail.

TPD Case #24P5507

Toppenish Officers and YNPD were able to locate a kidnapping suspect on the south side of the city. The suspect was arrested and taken to jail without incident.

TPD Case #24P5819

A Toppenish Officer was dispatched to a suicidal subject on the west side of the city. The Officer de-escalated the situation and was able to convince the subject to go to the hospital with paramedics.

TPD Case #24P5839

A Toppenish Officers received a FLOCK hit on a wanted subject. Offices located the vehicle and attempted a traffic stop on the vehicle. The vehicle did not stop and sped away, starting a vehicle pursuit. Officers made the decision to terminate the vehicle pursuit when they could not confirm the identity of the driver.

TPD Case #24P5891

Toppenish Officers were dispatched to a GSV at a store on the west side of the city. The victim had non-life-threatening injuries. The suspect vehicle was later located utilizing FLOCK. The suspect was later arrested on December 4th without incident. The suspect was booked into jail.

TPD Case #24P5934

Toppenish Officers responded to a report of an overdose near the train tracks. The scene and victim were determined to be in Yakima County. YSO was called to handle the incident. The victim was determined to be deceased when Fire and AMR arrived on scene.

TPD Case #24P5966

Toppenish Officers were dispatched to a vehicle accident on the south side of the city. A vehicle had backed into a Toppenish Fire Truck. There was minimal damage to the causing vehicle and no apparent damage to the Toppenish Fire Truck. There were also no injuries.

TPD Case #24P5967

Toppenish Officers received a notification from FLOCK of a stolen vehicle in the city. YNPD and Toppenish Officers located the stolen vehicle which was occupied. The driver of the vehicle was arrested. YNPD took over the case as the driver was an enrolled member.

TPD Case #24P5978

Toppenish Officers assisted WSP with an accident hit & run that occurred outside the city. The suspect vehicle was last seen heading toward Toppenish. The vehicle was located, and a traffic stop was conducted. During the investigation, K9 Grom was deployed, and he alerted on the vehicle. A search warrant was executed on the vehicle.

TPD Case #24P6033

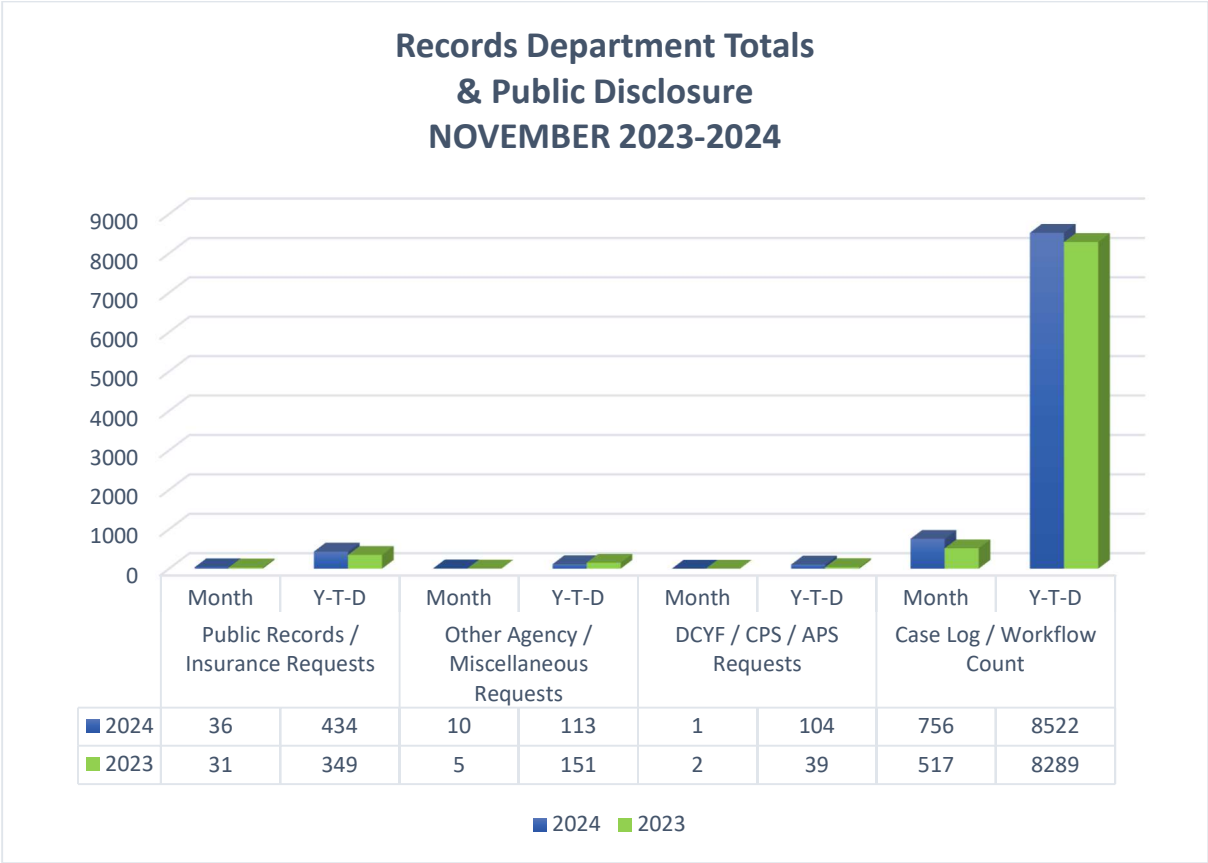
Toppenish Officers were dispatched to a suspicious male blocking a vehicle while holing a metal object, on the west side of the city. The male was located and arrested. During the arrest, the suspect fought with Officers. The suspect sustained a cut to his face while being arrested. The suspect was taken to Yakima County Jail after being medically cleared at the hospital.

Training:

Officers attended and completed various training events in the month of November including 16 hours of K9 training, SWAT Training, Reality Based Instructor Training, Peer Support, Advanced Peer Support, and Draeger Recertification.

Records Unit:

The Records Unit received 47 new requests for records and closed 40. It took an average of 7.32 business days to process requests. There were 462 calls for service/case entries, and the unit processed 756 records, which consisted of new cases and follow-up.



Personnel Update:

- All current positions in the Police Department have been filled.



Toppenish Fire Department

514 West 2nd Avenue
Toppenish, WA. 98948
Phone: 509-865-3111 Fax: 509-865-3332

Section 5, Item a.

To: Dan Ford, City Manager

From: Tim Smith, Fire Chief

Date: December 13, 2024

Re: November 2024 Monthly Report

Fire Suppression/ EMS Incidents:

During the month of November, the Toppenish Fire Department responded to the following incidents. All incidents were managed by the duty crew and volunteers responding with the addition of off-duty personnel as needed.

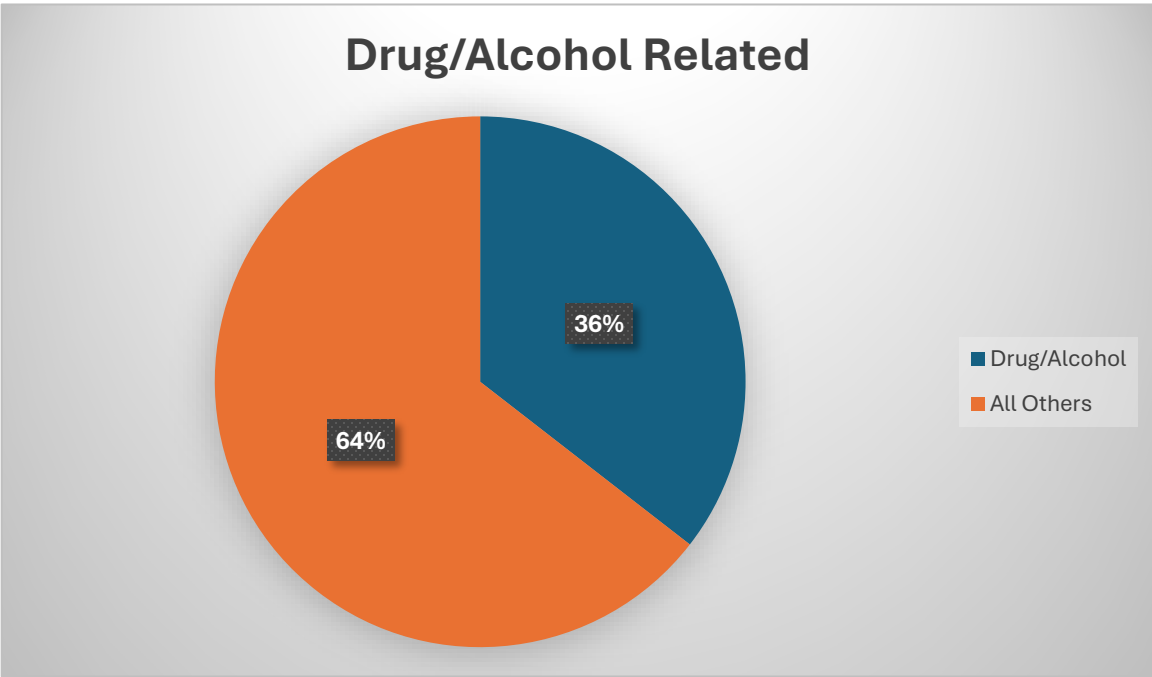
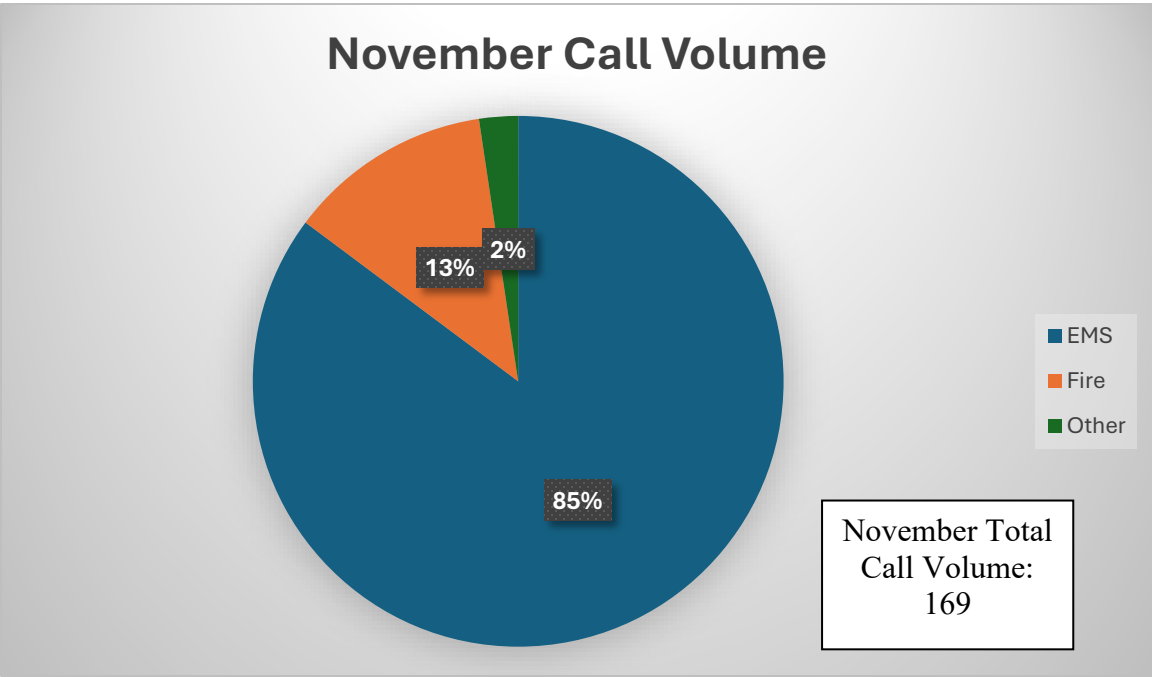
Response Statistics:

<u>Incident Type</u>	<u>Nov. 2023</u>	<u>Nov. 2024</u>	<u>Year to date 2023</u>	<u>Year to date 2024</u>
Fire/ Other	20	25	250	270
EMS/ Rescue	62	144	973	1098
Totals	82	169	1223	1368

Response % per incident:

October:

Career Staff 1.69 with 6 on our Roster
Volunteers 0.51 with 32 on our Roster



Fire Department Training hours:

November:

Career Staff 72 hours
Volunteers 172 hours
Total hours 244 hours

Fire and Life Safety Inspections:

Currently there are approximately 214 Commercial Occupancies located within the City of Toppenish. These Commercial Occupancies receive a Pre-Fire Inspection along with an annual Fire and Life Safety Inspection.

Pre-Fire Planning is as follows:

100% completed 110/214

80% or more 180/214

The following is an overview of those inspections performed and their billing status for the month of November:

<u>Initial Inspections</u>	<u>Re-Inspections</u>	<u>Inspected for 2024</u>	<u>Paid for 2024</u>	<u>Completed 2024</u>
Nov.-13	Nov.-8	274	164	121

2022-2024 Fire Inspections Balance Sheet		
Inspections Billed	Outstanding Balance	Inspections Paid
\$39,205.00	\$4,569.50	\$34,635.50



Request for Council Action

Agenda Bill No.: 25-001

Meeting Date:	January 06, 2025
Subject:	N-Able 2025 Software and Services Renewal
Attachments:	Resolution 2025-01 N-Able Sales Order N-Able End User License Agreement
Presented by:	Van Donley, Information Technology Services Manager
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The City utilizes N-Able software and services for a variety of information technology disaster recovery, monitoring, and security services. The software and services are renewed on an annual basis. The City owns and manages over 300 devices and endpoints that are managed in some way by items included in the sales order.

Fiscal Impact: 2025 Budgeted Software Subscriptions \$25,068.81

Recommendation: Motion to approve Resolution 2025-01 to authorize the City Manager to sign the 2025 N-Able Sales Order

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

RESOLUTION 2025-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH,
WASHINGTON APPROVING PURCHASE OF SOFTWARE AND SERVICES
FROM N-ABLE TO PROVIDE DISASTER RECOVERY, MONITORING AND
SECURITY SERVICES FOR THE CITY**

WHEREAS, the N-Able provides software and services to the City’s Information Technology Manager, and

WHEREAS, the City of Toppenish requires the use of software and services to manage and secure devices and endpoints by the City’s Information Technology Manager, and

WHEREAS, the City has previously contracted with N-Able for software and services to manage and secure devices and endpoints owned by the City, and

WHEREAS, the N-Able is willing to continue providing said software and services to the City in accordance with the terms and conditions of this Agreement, and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a contract for continued software and services in accordance with the terms and conditions of the attached agreement,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The attached sales order with N-Able is approved and the City Manager is authorized and directed to execute said agreement on behalf of the City.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council during its meeting held on January 6, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Customer: City of Toppenish

21 W 1st Ave
Toppenish
Washington
United States
98948

Van Donley

van.donley@cityoftoppenish.us

Van Donley

van.donley@cityoftoppenish.us

ACCOUNT NUMBER	2414001
SUBSCRIPTION START DATE	January 01, 2025
SUBSCRIPTION END DATE	December 31, 2025
ORDER VALID UNTIL	December 31, 2024
PAYMENT TERMS	Net 15
Order Number	OD-137502

Total \$25,068.81

Plus applicable taxes. Includes \$2,114.59 in credits and discounts

Added 9 new service
Changed 2 service
Removed 0 service



CLOUD
COMMANDER



N-CENTRAL



N-SIGHT



TAKE
CONTROL



COVE DATA
PROTECTION



MAIL
ASSURE



EDR



RISK
INTELLIGENCE



MSP
MANAGER



PASSPORTAL

CURRENT SUBSCRIPTION

N-able N-sight IT Pro - Annual

	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Node	80	39.30	40.61%	23.34	1867.20

Subtotal \$1,867.20

Endpoint Detection and Response - Annual

	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Licensed Endpoints - Control	80	30.00	6.93%	27.92	2233.60

Subtotal \$2,233.60

Take Control Plus IT Pro - Annual

	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Concurrent User	1	578.00	16.62%	481.95	481.95

Subtotal \$481.95

MSP Manager - Integrated N-sight IT Pro - Annual

	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Technician License	1	648.00	19.01%	524.79	524.79

Subtotal \$524.79

Passportal - Annual

	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Password Management	2	275.40	0.0%	275.40	550.80

Subtotal \$550.80

9 SERVICE ADDED

Cove Data Protection Plan IT Pro - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Cove - Server	2	468.00	0.00%	468.00	936.00
Cove - Virtual Server	10	264.00	0.00%	264.00	2640.00
Cove - Data Protection Plan	1	3300.00	0.00%	3300.00	3300.00
Cove - Workstation	13	93.00	0.00%	93.00	1209.00
Cove - Microsoft 365 Protection	72	19.80	18.89%	16.06	1156.32

Subtotal \$9,241.32

N-able N-sight IT Pro - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Web Protection	35	13.20	0.00%	13.20	462.00
Mobile	50	13.20	0.00%	13.20	660.00

Subtotal \$1,122.00

Passportal - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Site	55	14.40	8.33%	13.20	726.00

Subtotal \$726.00

Managed Detection and Response (MDR) - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
N-able MDR + 30 day Data Retention	90	84.00	0.00%	84.00	7560.00

Subtotal \$7,560.00

2 SERVICE CHANGED

Take Control Plus IT Pro - Annual	QTY	QT APPL.	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Concurrent User	2	1	578.00	16.62%	481.95	963.90

Subtotal \$963.90

Endpoint Detection and Response - Annual	QTY	QT APPL.	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Licensed Endpoints - Control	90	10	30.00	6.93%	27.92	2512.80

Subtotal \$2,512.80

NEW SUBSCRIPTION

Cove Data Protection Plan IT Pro - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Cove - Server	2	468.00	0.00%	468.00	936.00
Cove - Virtual Server	10	264.00	0.00%	264.00	2640.00
Cove - Data Protection Plan	1	3300.00	0.00%	3300.00	3300.00
Cove - Workstation	13	93.00	0.00%	93.00	1209.00

Cove - Microsoft 365 Protection	72	19.80	18.89%	16.06	1156.32
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Section 7, Item a.

Subtotal \$

N-able N-sight IT Pro - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Web Protection	35	13.20	0.00%	13.20	462.00
Mobile	50	13.20	0.00%	13.20	660.00
Node	80	39.30	40.61%	23.34	1867.20

Subtotal \$2,989.20

MSP Manager - Integrated N-sight IT Pro - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Technician License	1	648.00	19.01%	524.79	524.79

Subtotal \$524.79

Take Control Plus IT Pro - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Concurrent User	2	578.00	16.62%	481.95	963.90

Subtotal \$963.90

Endpoint Detection and Response - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Licensed Endpoints - Control	90	30.00	6.93%	27.92	2512.80

Subtotal \$2,512.80

Passportal - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
Password Management	2	275.40	0.00%	275.40	550.80
Site	55	14.40	8.33%	13.20	726.00

Subtotal \$1,276.80

Managed Detection and Response (MDR) - Annual	QTY	UNIT PRICE	DISCOUNT	CHARGED PRICE	PAYABLE
N-able MDR + 30 day Data Retention	90	84.00	0.00%	84.00	7560.00

Subtotal \$7,560.00

PRODUCT ALLOCATIONS

GENERAL TERMS AND CONDITIONS

Section 7, Item a.

This Sales Order is effective as of the Subscription Start Date listed below. The terms and conditions that govern Your purchase and use of N-able Services include:

- 1) This and any other Sales Orders;
- 2) N-able's invoices to You;
- 3) The current versions of the following agreements as applicable to your Services, all located at www.n-able.com/legal :
 - A. Software Support and Maintenance Terms and Conditions;
 - B. End User License Agreement;
 - C. Software Services
- 4) N-able Services SOW (if applicable)

The agreements listed above are collectively referred to herein as the "Agreement." All terms not defined herein have the same definitions in the SSA, and if any term is defined in both this Sales Order and the SSA, the definition herein shall control.

The Agreement has changed as of January 8, 2024 to reflect new contracting terms.

If you are on a one, two, or three year commitment: Your payment commitment is based on the most recent sales Order You execute after January 8, 2024 (the "Initial Sales Order"). The Agreement shall commence on the Subscription Start Date listed in the Initial Sales Order and shall continue for the time period specified therein. All additional Sales Orders are coterminous with the Initial Sales Order; each additional Sales Order will automatically renew for one (1) year following the relevant Subscription End Date, unless otherwise properly terminated. N-able may adjust pricing at the end of Your Term.

If you are on a month-to-month commitment: Your Agreement will automatically renew each month with any applicable price increases unless terminated in accordance with the Agreement.

You authorize N-able to charge the payment method You provide to us for all fees listed herein and in any other Sales Order and renewals. You are responsible for all fees listed in all Sales Orders and renewals of the same, and all payments pursuant to any Sales Orders are non-refundable.

COVE DATA PROTECTION PLAN | IT PRO - ANNUAL TERMS AND CONDITIONS

To qualify for the 1000 Backup - Workstation Documents at no cost, you must subscribe to the Cove Data Protection Plan. This offer is subject to our Fair Use Policy; excess usage will result in additional charges as outlined in our terms. For more details, please visit our Fair Use Policy page: <https://www.n-able.com/legal/cove-data-protection-fair-use-policy-dpp>.

ADDITIONAL TERMS AND CONDITIONS

This is a committed contract. Section 5.2a of the SSA and EULA does not apply. Your Subscription Period starts on the "Subscription Start Date" and ends on the "Subscription End Date" fields located on the header of this Sales Order

City of Toppenish

Per: _____

Date: _____

I have authority to bind the Corporation

N-ABLE LTD.**SOFTWARE SERVICES AGREEMENT**

This Software Services Agreement, as of the date that You accept this Agreement (defined below) ("Effective Date"), is hereby entered into and agreed upon by you, either an individual or an entity ("You" or "Company") and N-able Ltd. ("N-able").

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY UTILIZING THE SERVICES (DEFINED BELOW), YOU AGREE TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND N-ABLE AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO YOU HEREUNDER. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MAY NOT USE THE SERVICES.

N-able may modify this Agreement from time to time and will post the most up-to-date version on its website. Your continued use of the Services and Software following modification to the Services or Software or updated Agreement constitutes Your consent to be bound by the modified Agreement.

1. Definitions

1.1 "**Affiliates**" means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Affiliates may use the license granted hereunder. All references to N-able shall be deemed to be references to N-able and its Affiliates.

1.2 "**Agreement**" means the Software Services Agreement, any applicable Product Addendum, and the Order Form.

1.3 "**Client(s)**" means, if You are an MSP, Your customer(s).

1.4 "**Devices**" means (whether physical or virtual) a server, system, workstation, computer or end point upon which or through the Services are used and/or on which the Software is installed.

1.5 "**Documentation**" means the official user documentation prepared and provided by N-able to You on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site; unofficial documentation, videos, white papers, or related media; or feedback do not constitute Documentation.

1.6 "**MSP**" means a managed service provider.

1.7 "**Order Form**" means the N-able order page, product information dashboard, or other N-able ordering document that specifies Your purchase of the Services, pricing, and other related information.

1.8 "**Product Addendum(a)**" means additional terms and conditions set forth in Section 16 that relate to the applicable Services, Software, or Documentation.

1.9 "**Services**" means the products and software services, including any application programming interface that accesses functionality, that are provided to You by N-able.

1.10 "**Software**" means the object code versions of any downloadable software provided by N-able solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned and provided by N-able to You pursuant to this Agreement.

1.11 "**Support**" means the standard maintenance or support to be provided by N-able or its designated agents as set forth in this Agreement.

1.12 "**User**" means an individual authorized by You to use the Services, Software, and Documentation, for whom You have purchased a subscription or to whom You have supplied a user identification and password. User(s) may only include Your employees, consultants, and contractors, unless You are an MSP, in which case the User(s) may include Your employees,

1.13 **"Your Data"** means data, files, or information accessed, used, communicated, stored, or submitted by You or Your Users related to Your or Your User's use of the Services or Software.

2. Provision of Services

2.1 Services License. Upon payment of fees and subject to continuous compliance with this Agreement, N-able hereby grants You a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below). N-able may deliver the Services or Software to You with the assistance of its Affiliates, licensors, and service providers. You may provide, make available to, or permit Your Users to use or access the Services, the Software, or Documentation, in whole or in part.

2.2 Evaluation or Beta License. If the Services, Software, and Documentation are provided to You for evaluation, beta, or release candidate purposes, N-able grants to You a limited, nonexclusive, non-transferable evaluation license to use the Services, Software, and Documentation solely for evaluation prior to purchase or implementation (an "Evaluation License"). You shall not use the Evaluation License for production use. The Evaluation License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from N-able in its sole discretion. Notwithstanding any other provision contained herein, the Services, Software, and Documentation provided pursuant to an Evaluation License are provided to You "AS IS" without indemnification, Support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to Services, Software, and Documentation licensed under an Evaluation License.

3. License Restrictions; Obligations

3.1 License Restrictions. You may not (i) provide, make available to, or permit individuals other than Your Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for back-up or archival purposes, which will not be used for transfer, distribution, sale, or installation on Your or Your Users' Devices); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of N-able; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by N-able; (vii) license the Services, Software, or Documentation if You (or any of Your Users) are a direct competitor of N-able for the purposes of monitoring the availability, performance, or functionality or for any other benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Services or Software to violate any rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology ("Viruses"); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party's use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; or (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.

3.2 Your Obligations. You acknowledge, agree, and warrant that: (i) You will be responsible for Your and Your Users' activity and compliance with this Agreement, and if You become aware of any violation, You will immediately terminate the offending party's access to the Services, Software, and Documentation and notify N-able; (ii) You and Your Users will comply with all applicable local, state, federal, and international laws; (iii) You will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) You will install the latest version of the Software on Devices accessing or using the Services; (v) You have obtained sufficient consent and rights to access, use and store Your Data and any other system or network and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) You will keep your registration information, billing information, and technical data accurate, complete, and current for as long as You subscribe to the Services, Software and Documentation.

If You are a MSP, You further acknowledge, agree, and warrant that: (i) You have sufficient technical infrastructure, knowledge, and expertise to perform Your duties for Your Clients; (ii) You will provide all sales, problem resolution, and support services to Your Client(s); (iii) You will be responsible for billing, invoicing, and collection for Your Clients; and (iv) You will operate at Your own expense and risk under Your own name as an MSP.

4. Proprietary Rights

4.1 Ownership of N-able Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by N-able to You, You acknowledge and agree that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to N-able or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives You no rights to such content, including use of the same. N-able is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by N-able.

4.2 Ownership of Your Data. You and Your Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Your Data. N-able's right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Your Data are implied.

5. Term; Termination

5.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and will continue until the end of the period specified in the applicable Order Form (the "Initial Term"). You authorize N-able to automatically renew the applicable Services upon the expiration of the Initial Term (each a "Renewal Term," and collectively with the Initial Term, the "Term"). The Renewal Term will be the same length as the Initial Term unless otherwise specified by N-able at the time of renewal.

5.2 Your Termination Rights.

5.2.1 Monthly Term. You may terminate this Agreement by providing N-able with ten (10) business day written notice of Your intention to terminate this Agreement prior to the end of the current Term. Termination will take effect after the relevant Term is completed.

5.2.2 Annual or Other Term. After the Initial Term, You may terminate the Agreement by providing N-able with ninety (90) day prior written notice of Your intention to terminate the Agreement. The ninety (90) day termination period will commence on the first day of the full month after receipt of the termination notice.

5.3 N-able Suspension or Termination Rights. N-able may suspend or terminate this Agreement upon thirty (30) day prior written notice or immediately if You become subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; You infringe or misappropriate N-able's intellectual property; You breach this Agreement or Order Form, including failure to make any payment of fees when due; or pursuant to the receipt of a subpoena, court order, or other request by a law enforcement agency.

5.4 Effect of Termination. Termination shall not relieve You of the obligation to pay any fees or other amounts accrued or payable to N-able through the end of the current Term. You shall not receive a credit or refund for any fees or payments made prior to termination. You will retrieve Your Data or copies of Your Data from N-able prior to the effective termination date. Upon termination of this Agreement, You acknowledge and agree that N-able will delete Your Data. Your Data, once deleted, is not able to be recovered. Without prejudice to any other rights, upon termination, You must cease all use of the Services, Software, and Documentation and destroy or return (upon request by N-able) all copies of the Services, Software, and Documentation. Sections 1, 3, 4, 5.4, 6, 7, 9, 10, 11, 12, 13, 15, and 16 shall survive any termination or expiration of this Agreement.

6. Fees and Payment

All orders placed will be considered final upon acceptance by N-able. Fees will be due and payable as set forth on the Order Form. Unless otherwise set forth herein, fees shall be at N-able's then-standard rates at the time of invoice or, if applicable, as set forth in the Order Form. If You fail to pay, N-able shall be entitled, at its sole discretion, to: (i) suspend provision of the Service

until You fulfill Your pending obligations; (ii) charge You an interest rate designated by N-able at the time of invoice; (iii) terminate this Agreement. If applicable, if You exceed the license capacity designated in Your Order Form, in addition to the other remedies, You will be charged additional fees, which will be reflected in Your invoice. Unless otherwise stated, all payments made under this Agreement shall be in United States dollars. Fees are non-refundable.

7. Taxes

All fees are exclusive of taxes, and You shall pay or reimburse N-able for all taxes arising out of transactions contemplated by this Agreement. If You are required to withhold any tax for payments due, You shall gross Your payments to N-able so that N-able receives sums due in full, free of any deductions. You will provide documentation to N-able showing that taxes have been paid to the relevant taxing authority. "Taxes" means any sales, VAT, use, and other taxes (other than taxes on N-able's income), export and import fees, customs duties and similar charges imposed by any government or other authority. You hereby confirm that N-able can rely on the name and address that You provide to N-able when You agree to the fees or in connection with Your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where You have established Your business.

8. Data; Data Protection

8.1 Data. N-able agrees that Your Data, if categorized in accordance with Section 9, shall be treated as confidential by N-able. You agree that You and Your Users are responsible for maintaining and protecting backups of Your Data directly or indirectly processed using the Services and that N-able is not responsible for exportation of, the failure to store, the loss, or the corruption of Your Data. You agree that N-able will collect, access, process, and use technical and related information about You, Your Users and Your and Your Users' use of the Services and Software, including Your internet protocol address, the hardware and software that You utilize, and various usage statistics, to assist with the necessary operation and function of the Services and Software and to facilitate in the provision of updates, support, invoicing, marketing, and research and development. As a reminder, N-able Privacy Statement can be found on N-able's website, and N-able may update its Privacy Statement from time to time. N-able may remove Your Data or any other data, information, or content of data or files used, stored, processed or otherwise by You or Your Users that N-able, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party.

8.2 Data Protection. Each party shall comply with its respective obligations under applicable data protection laws. You and Your Users warrant that through Your use of the Services during the Term: (i) in respect of the personal data You or Your Users collect, use, process, access, or disclose, You alone shall determine the purpose for and manner in which personal data is, or will be, processed, if any; (ii) You warrant that You have obtained all necessary consents from Your Users or any other third party required under applicable law: (a) to disclose or process their personal data to N-able or its agents and (b) for N-able or its agents to collect, use, process, access, or disclose the personal data as set forth herein or as otherwise designated by You or Your Users; (iii) in the event You are located only in the European Union, (x) You are the data controller of all personal data You or Your Users may process and (y) N-able is the data processor in respect of the personal data processed as provided by You. You agree that Your, Your Users', and any third party personal data provided to N-able may be stored, transferred, and processed by N-able in any country in which N-able maintains facilities or personnel, and You and Your Users consent to any such transfer of the personal data outside of Your (or Your Users') country. You warrant and undertake that any instructions given by You to N-able will be in accordance with applicable law.

9. Confidential Information

As used in this Agreement, "Confidential Information" means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. N-able Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party. The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of confidential information, which is substantially similar to those of this Agreement and which would extend to the disclosing party's Confidential Information; (iii) use such Confidential Information

only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information to the extent it (i) is, or through no fault of the recipient has become, generally available to the public, (ii) was lawfully received by the receiving party from a third party without such restrictions; (iv) was known to the receiving party without such restrictions prior to receipt from the disclosing party; (v) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled.

10. Disclaimer

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS IS AVAILABLE" BASIS. N-able DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO YOU UNDER THIS AGREEMENT. N-able DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. YOUR ACCESS, INSTALLATION, AND USE OF THE SOFTWARE AND SERVICES ARE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR DEVICE(S) OR THE LOSS OR CORRUPTION OF YOUR DATA. N-able ALSO SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE THE SERVICES AND SOFTWARE, AND YOU SPECIFICALLY DISCLAIM AND WAIVE ANY RIGHTS AND CLAIMS YOU MAY HAVE AGAINST N-able WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Indemnification

11.1 N-able Indemnification. N-able will indemnify, defend, and hold You harmless from any third party claim brought against You that the Services, as provided by N-able, infringe or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Services by You or Your Users is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Services; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by N-able. N-able's indemnification obligations are contingent upon You: (i) promptly notifying N-able in writing of the claim; (ii) granting N-able sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing N-able with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states N-able's entire liability (and shall be Your sole and exclusive remedy) with respect to indemnification to You.

11.2 Your Indemnification. You agree to indemnify, defend, and hold harmless N-able, its directors, employees, and agents from and against any claims asserted by any third party arising out of or due to: (i) Your Data; (ii) Your (or Your User's) breach of this Agreement; (iii) Your (or Your User's) use of the Services, Software, or Documentation in violation of third party rights, including any intellectual property rights, or any applicable laws, or (iv) Your (or Your User's) misuse of the Services, Software, or Documentation.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL N-able, ITS DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE

POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE AGGREGATE LIABILITY OF N-able AND ITS DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO N-able UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO TERMINATION.

13. Third Party Programs

You may receive access to third party programs through the Services or Software, or third party programs may be bundled with the Services or Software. These third party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to Your use of the third party programs. Nothing in this Agreement limits Your or Your Users' rights under, or grants You or Your User rights that supersede, the terms of any such third party program.

14. Support

14.1 N-able Support. If applicable to You, N-able shall, during the Term, provide You with Software Support. You agree to: (i) promptly contact N-able with all problems with the Services or Software; and (ii) cooperate with and provide N-able with all relevant information and implement any corrective procedures that N-able requires to provide Support.

14.2 Provision of Support. During the Term, You may receive:

14.2.1 Online Support. Your contact(s) may submit support and related requests via an online portal that is available on the Support website 24 hours a day, 7 days a week, 363 days a year (Support is not available on December 25 or January 1). Each request is given a unique identification number for Your convenience and reference. All online support submissions are managed using the English language.

14.2.2 Telephone Support. Telephone support is generally available 24 hours a day, 7 days a week, 363 days a year.

14.2.3 Live Chat Support. Live chat support is available from the HELP area of the Services and is generally available 24 hours a day, 7 days a week, 363 days a year.

14.3 Limitations. N-able will have no obligation to provide Support for problems caused by or arising out of the following: (i) modifications or changes to the Software or Services; (ii) use of the Software or Services not in accordance with the Agreement or Documentation; or (iii) third party products that are not authorized in the Documentation or, for authorized third party products in the Documentation, problems arising solely from such third party products.

15 General

15.1 Notices. All notices must be in writing and shall be mailed by registered or certified mail, or sent via email to legalmsp@n-able.com (with evidence of effective transmission). All notices must be addressed to Legal Department, 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

15.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other N-able terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by You, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

15.3 Export Control Laws. The Services, Software, and Documentation delivered to You under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. You shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. You agree that You are not located in or are not under the

control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

15.4 Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified by You except in a writing signed by authorized representatives of each party.

15.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision shall be deemed replaced by a provision that is binding and enforceable and that differs as little as possible from the unenforceable provision, with considerations of the object and purpose of this Agreement.

15.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver.

15.7 Force Majeure. N-able will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

15.8 Construction. Paragraph headings are for convenience and shall have no effect on interpretation.

15.9 Governing Law. This Agreement shall be governed by the laws of the State of Texas and of the United States, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. You hereby consent to jurisdiction of the state and federal courts of Texas.

15.10 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

15.11 U.S. Government Use. N-able's Services, Software and Documentation were developed exclusively at private expense and are a "commercial item" as defined in FAR 2.101, and any supplement is provided with no greater than RESTRICTED RIGHTS. Such Services, Software, Documentation, and related items consist of "commercial computer software," "commercial computer software documentation," and commercial technical data as defined in the applicable acquisition regulations, including FAR 2.101 and FAR Part 12. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Services, Software, and Documentation are restricted by this Agreement and in accordance with DFARS Section 227.7202 and FAR Section 12.212, and the Services, Software, and Documentation are licensed (i) only as commercial items; and (ii) with only the rights granted to commercial end users pursuant to this Agreement. Such Use is further restricted by FAR 52.227-14, 252.227-7015, or similar acquisition regulations, as applicable and amended. Except as described herein, all other Use is prohibited. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing Government rights under this Agreement or any other contract under which the Services, Software, or Documentation is acquired or licensed. Manufacturer is N-able Ltd., 20 Greenmarket, Dundee DD1 4QB, United Kingdom.

16. Product Addenda

16.1 Mail Services Product.

Effect of Termination. You acknowledge and agree You are solely responsible for adjusting the relevant DNS (MX record) and/or mail server settings such that emails no longer pass through the N-able systems and for exporting any emails from the archive prior to termination of the Services. Your failure to do so may cause emails to be lost.

16.2 Backup.

Disclaimer. IN ADDITION TO THE OTHER TERMS AND CONDITIONS HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR DATA MAY NOT BE AVAILABLE OR RESTORABLE IF (1) YOU UTILIZE THE SERVICES IN EXCESS OF THE AMOUNT YOU ORDERED; (2) A COPY OF YOUR DATA WAS NOT COMPLETED; (3) YOU ATTEMPT TO BACKUP DEVICES, FILES, FOLDERS, OR DRIVES NOT SUPPORTED BY THE SERVICES AS SET FORTH IN THE DOCUMENTATION; (4) YOU DESELECT OR DELETE A DEVICE, FILE, FOLDER, OR DRIVE FROM YOUR N-able ACCOUNT, FROM YOUR DEVICE, OR FROM BEING BACKED UP BY THE SERVICES; (5) YOU MODIFY YOUR OPERATING SYSTEM IN A MANNER THAT BREAKS COMPATABILITY OR INHIBITS THE

FUNCTIONALITY OF THE SERVICES OR SOFTWARE; (6) YOUR COMPUTER IS UNABLE TO ACCESS INTERNET OR N-able INFRASTRUCTURE; (7) YOU FAIL TO COMPLY WITH THE AGREEMENT OR DOCUMENTATION; OR (8) YOU TERMINATE OR FAIL TO RENEW YOUR SUBSCRIPTION TO THE SERVICES.

Section 7, Item a.



Request for Council Action

Agenda Bill No.: 25-002

Meeting Date:	January 06, 2025
Subject:	Police Department Lobby Hours
Attachments:	Resolution 2025-02; 2025 Proposed Police Department Lobby Schedule
Presented by:	Joseph Mehline, Public Safety Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

At the December 9, 2024, City Council meeting, the 2025 Budget was adopted with employee layoffs, including downsizing our records staff from two (2) Records Specialists to one (1). The Records Department handles all lobby contacts, answers all incoming calls for the Police Department, processes background checks for Concealed Pistol Licenses, evidence intake, research, returns, and destruction, provides fingerprint services, enters and confirms warrants, stolen items, protection orders, and missing persons into ACCESS, processes and approves all incident reports and supplementals, responds to all public records requests submitted to the Police Department, handles WSP/FBI audits, and monthly statistical data to WASPC for NIBRS, and records retention.

The Records Specialists have processed the following for this year:

Concealed Pistol Licenses:	49
Warrant Entries:	394
Protection Order Entries:	119
Approvals for Incidents/Supplements:	8,522
Public Records Requests:	651
Evidence Intake:	451
Released:	77
Destroyed:	153
Sent to WSP Lab:	23

All duties have mandatory deadlines that must be met to comply with local, state, and federal regulations.

Limited hours for the lobby would allow the Lead Records Specialist to concentrate on completing required tasks, stay in compliance, and reduce the need for overtime. The Public Safety Administrative Assistant, in addition to her current duties for the Police and Fire Departments, would assist the Lead

Records Specialist with approvals, ACCESS entries, Concealed Pistol License background checks, receipting, and public disclosure.

Fiscal Impact:	N/A
Recommendation:	Approve Resolution 2025-02 Allowing limited lobby hours for the Police Department.
Alternatives:	Maintain current lobby hours, increase overtime expenses, and not meet required deadlines.

RESOLUTION 2025-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, AMENDING THE LOBBY HOURS AT
THE TOPPENISH POLICE DEPARTMENT BUSINESS OFFICE AND
FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE**

WHEREAS the Toppenish Police Department has a responsibility to complete duties under specific time constraints per local, state, and federal regulations, and

WHEREAS the Toppenish Police Department has had to reduce records staff the 2025 budget constraints for the City of Toppenish,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The Toppenish Police Department business office shall be open Monday, Tuesday, and Thursday from 10:00 a.m. to 4:00 p.m., except on legal holidays. The Police business office will be closed Wednesday, Friday, Saturday, and Sunday each week.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council during its meeting held on January 6, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

January 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 NEW YEARS DAY HOLIDAY CLOSED	2 Lobby Hours: 10:00 am – 4:00 pm	3 CLOSED	4
5	6 Lobby Hours: 10:00 am – 4:00 pm	7 Lobby Hours: 10:00 am – 4:00 pm	8 CLOSED	9 Lobby Hours: 10:00 am – 4:00 pm	10 CLOSED	11
12	13 Lobby Hours: 10:00 am – 4:00 pm	14 Lobby Hours: 10:00 am – 4:00 pm	15 CLOSED	16 Lobby Hours: 10:00 am – 4:00 pm	17 CLOSED	18
19	20 MARTIN LUTHER KING HOLIDAY CLOSED	21 Lobby Hours: 10:00 am – 4:00 pm	22 CLOSED	23 Lobby Hours: 10:00 am – 4:00 pm	24 CLOSED	25
26	27 Lobby Hours: 10:00 am – 4:00 pm	28 Lobby Hours: 10:00 am – 4:00 pm	29 CLOSED	30 Lobby Hours: 10:00 am – 4:00 pm	31 CLOSED	

Toppenish Police Department Business Office
 911 for Emergencies / Police Contact 509-836-6229 opt. 2

February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Lobby Hours: 10:00 am – 4:00 pm	4 Lobby Hours: 10:00 am – 4:00 pm	5 CLOSED	6 Lobby Hours: 10:00 am – 4:00 pm	7 CLOSED	8
9	10 Lobby Hours: 10:00 am – 4:00 pm	11 Lobby Hours: 10:00 am – 4:00 pm	12 CLOSED	13 Lobby Hours: 10:00 am – 4:00 pm	14 CLOSED	15
16	17 PRESIDENT'S DAY HOLIDAY CLOSED	18 Lobby Hours: 10:00 am – 4:00 pm	19 CLOSED	20 Lobby Hours: 10:00 am – 4:00 pm	21 CLOSED	22
23	24 Lobby Hours: 10:00 am – 4:00 pm	25 Lobby Hours: 10:00 am – 4:00 pm	26 CLOSED	27 Lobby Hours: 10:00 am – 4:00 pm	28 CLOSED	

Toppenish Police Department Business Office
911 for Emergencies / Police Contact 509-836-6229 opt. 2

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Lobby Hours: 10:00 am – 4:00 pm	4 Lobby Hours: 10:00 am – 4:00 pm	5 CLOSED	6 Lobby Hours: 10:00 am – 4:00 pm	7 CLOSED	8
9	10 Lobby Hours: 10:00 am – 4:00 pm	11 Lobby Hours: 10:00 am – 4:00 pm	12 CLOSED	13 Lobby Hours: 10:00 am – 4:00 pm	14 CLOSED	15
16	17 Lobby Hours: 10:00 am – 4:00 pm	18 Lobby Hours: 10:00 am – 4:00 pm	19 CLOSED	20 Lobby Hours: 10:00 am – 4:00 pm	21 CLOSED	22
23	24 Lobby Hours: 10:00 am – 4:00 pm	25 Lobby Hours: 10:00 am – 4:00 pm	26 CLOSED	27 Lobby Hours: 10:00 am – 4:00 pm	28 CLOSED	29
30	31 Lobby Hours: 10:00 am – 4:00 pm					

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April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Lobby Hours: 10:00 am – 4:00 pm	2 CLOSED	3 Lobby Hours: 10:00 am – 4:00 pm	4 CLOSED	5
6	7 Lobby Hours: 10:00 am – 4:00 pm	8 Lobby Hours: 10:00 am – 4:00 pm	9 CLOSED	10 Lobby Hours: 10:00 am – 4:00 pm	11 CLOSED	12
13	14 Lobby Hours: 10:00 am – 4:00 pm	15 Lobby Hours: 10:00 am – 4:00 pm	16 CLOSED	17 Lobby Hours: 10:00 am – 4:00 pm	18 CLOSED	19
20	21 Lobby Hours: 10:00 am – 4:00 pm	22 Lobby Hours: 10:00 am – 4:00 pm	23 CLOSED	24 Lobby Hours: 10:00 am – 4:00 pm	25 CLOSED	26
27	28 Lobby Hours: 10:00 am – 4:00 pm	29 Lobby Hours: 10:00 am – 4:00 pm	30 CLOSED	Lobby Hours: 10:00 am – 4:00 pm	CLOSED	

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May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Lobby Hours: 10:00 am – 4:00 pm	2 CLOSED	3
4	5 Lobby Hours: 10:00 am – 4:00 pm	6 Lobby Hours: 10:00 am – 4:00 pm	7 CLOSED	8 Lobby Hours: 10:00 am – 4:00 pm	9 CLOSED	10
11	12 Lobby Hours: 10:00 am – 4:00 pm	13 Lobby Hours: 10:00 am – 4:00 pm	14 CLOSED	15 Lobby Hours: 10:00 am – 4:00 pm	16 CLOSED	17
18	19 Lobby Hours: 10:00 am – 4:00 pm	20 Lobby Hours: 10:00 am – 4:00 pm	21 CLOSED	22 Lobby Hours: 10:00 am – 4:00 pm	23 CLOSED	24
25	26 MEMORIAL DAY HOLIDAY CLOSED	27 Lobby Hours: 10:00 am – 4:00 pm	28 CLOSED	29 Lobby Hours: 10:00 am – 4:00 pm	30 CLOSED	31

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June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Lobby Hours: 10:00 am – 4:00 pm	3 Lobby Hours: 10:00 am – 4:00 pm	4 CLOSED	5 Lobby Hours: 10:00 am – 4:00 pm	6 CLOSED	7
8	9 Lobby Hours: 10:00 am – 4:00 pm	10 Lobby Hours: 10:00 am – 4:00 pm	11 CLOSED	12 Lobby Hours: 10:00 am – 4:00 pm	13 CLOSED	14
15	16 Lobby Hours: 10:00 am – 4:00 pm	17 Lobby Hours: 10:00 am – 4:00 pm	18 CLOSED	19 Lobby Hours: 10:00 am – 4:00 pm	20 CLOSED	21
22	23 Lobby Hours: 10:00 am – 4:00 pm	24 Lobby Hours: 10:00 am – 4:00 pm	25 CLOSED	26 Lobby Hours: 10:00 am – 4:00 pm	27 CLOSED	28
29	30 Lobby Hours: 10:00 am – 4:00 pm					

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July 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Lobby Hours: 10:00 am – 4:00 pm	2 CLOSED	3 Lobby Hours: 10:00 am – 4:00 pm	4 INDEPENDENCE DAY HOLIDAY CLOSED	5
6	7 Lobby Hours: 10:00 am – 4:00 pm	8 Lobby Hours: 10:00 am – 4:00 pm	9 CLOSED	10 Lobby Hours: 10:00 am – 4:00 pm	11 CLOSED	12
13	14 Lobby Hours: 10:00 am – 4:00 pm	15 Lobby Hours: 10:00 am – 4:00 pm	16 CLOSED	17 Lobby Hours: 10:00 am – 4:00 pm	18 CLOSED	19
20	21 Lobby Hours: 10:00 am – 4:00 pm	22 Lobby Hours: 10:00 am – 4:00 pm	23 CLOSED	24 Lobby Hours: 10:00 am – 4:00 pm	25 CLOSED	26
27	28 Lobby Hours: 10:00 am – 4:00 pm	29 Lobby Hours: 10:00 am – 4:00 pm	30 CLOSED	31 Lobby Hours: 10:00 am – 4:00 pm	CLOSED	

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August 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Lobby Hours: 10:00 am – 4:00 pm	5 Lobby Hours: 10:00 am – 4:00 pm	6 CLOSED	7 Lobby Hours: 10:00 am – 4:00 pm	8 CLOSED	9
10	11 Lobby Hours: 10:00 am – 4:00 pm	12 Lobby Hours: 10:00 am – 4:00 pm	13 CLOSED	14 Lobby Hours: 10:00 am – 4:00 pm	15 CLOSED	16
17	18 Lobby Hours: 10:00 am – 4:00 pm	19 Lobby Hours: 10:00 am – 4:00 pm	20 CLOSED	21 Lobby Hours: 10:00 am – 4:00 pm	22 CLOSED	23
24	25 Lobby Hours: 10:00 am – 4:00 pm	26 Lobby Hours: 10:00 am – 4:00 pm	27 CLOSED	28 Lobby Hours: 10:00 am – 4:00 pm	29 CLOSED	30
31						

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September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 LABOR DAY HOLIDAY CLOSED	2 Lobby Hours: 10:00 am – 4:00 pm	3 CLOSED	4 Lobby Hours: 10:00 am – 4:00 pm	5 CLOSED	6
7	8 Lobby Hours: 10:00 am – 4:00 pm	9 Lobby Hours: 10:00 am – 4:00 pm	10 CLOSED	11 Lobby Hours: 10:00 am – 4:00 pm	12 CLOSED	13
14	15 Lobby Hours: 10:00 am – 4:00 pm	16 Lobby Hours: 10:00 am – 4:00 pm	17 CLOSED	18 Lobby Hours: 10:00 am – 4:00 pm	19 CLOSED	20
21	22 Lobby Hours: 10:00 am – 4:00 pm	23 Lobby Hours: 10:00 am – 4:00 pm	24 CLOSED	25 Lobby Hours: 10:00 am – 4:00 pm	26 CLOSED	27
28	29 Lobby Hours: 10:00 am – 4:00 pm	30 Lobby Hours: 10:00 am – 4:00 pm				

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October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 CLOSED	2 Lobby Hours: 10:00 am – 4:00 pm	3 CLOSED	4
5	6 Lobby Hours: 10:00 am – 4:00 pm	7 Lobby Hours: 10:00 am – 4:00 pm	8 CLOSED	9 Lobby Hours: 10:00 am – 4:00 pm	10 CLOSED	11
12	13 Lobby Hours: 10:00 am – 4:00 pm	14 Lobby Hours: 10:00 am – 4:00 pm	15 CLOSED	16 Lobby Hours: 10:00 am – 4:00 pm	17 CLOSED	18
19	20 Lobby Hours: 10:00 am – 4:00 pm	21 Lobby Hours: 10:00 am – 4:00 pm	22 CLOSED	23 Lobby Hours: 10:00 am – 4:00 pm	24 CLOSED	25
26	27 Lobby Hours: 10:00 am – 4:00 pm	28 Lobby Hours: 10:00 am – 4:00 pm	29 CLOSED	30 Lobby Hours: 10:00 am – 4:00 pm	31 CLOSED	

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November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Lobby Hours: 10:00 am – 4:00 pm	4 Lobby Hours: 10:00 am – 4:00 pm	5 CLOSED	6 Lobby Hours: 10:00 am – 4:00 pm	7 CLOSED	8
9	10 Lobby Hours: 10:00 am – 4:00 pm	11 VETERAN'S DAY HOLIDAY CLOSED	12 CLOSED	13 Lobby Hours: 10:00 am – 4:00 pm	14 CLOSED	15
16	17 Lobby Hours: 10:00 am – 4:00 pm	18 Lobby Hours: 10:00 am – 4:00 pm	19 CLOSED	20 Lobby Hours: 10:00 am – 4:00 pm	21 CLOSED	22
23	24 Lobby Hours: 10:00 am – 4:00 pm	25 Lobby Hours: 10:00 am – 4:00 pm	26 Lobby Hours: 10:00 am – 4:00 pm	27 THANKSGIVING HOLIDAY CLOSED	28 NATIVE AMERICAN HERITAGE DAY HOLIDAY CLOSED	29
30						

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December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Lobby Hours: 10:00 am – 4:00 pm	2 Lobby Hours: 10:00 am – 4:00 pm	3 CLOSED	4 Lobby Hours: 10:00 am – 4:00 pm	5 CLOSED	6
7	8 Lobby Hours: 10:00 am – 4:00 pm	9 Lobby Hours: 10:00 am – 4:00 pm	10 CLOSED	11 Lobby Hours: 10:00 am – 4:00 pm	12 CLOSED	13
14	15 Lobby Hours: 10:00 am – 4:00 pm	16 Lobby Hours: 10:00 am – 4:00 pm	17 CLOSED	18 Lobby Hours: 10:00 am – 4:00 pm	19 CLOSED	20
21	22 Lobby Hours: 10:00 am – 4:00 pm	23 Lobby Hours: 10:00 am – 4:00 pm	24 CHRISTMAS EVE HOLIDAY CLOSED	25 CHRISTMAS HOLIDAY CLOSED	26 Lobby Hours: 10:00 am – 4:00 pm	27
28	29 Lobby Hours: 10:00 am – 4:00 pm	30 Lobby Hours: 10:00 am – 4:00 pm	31 CLOSED			

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