



White Salmon City Council Meeting
A G E N D A
September 18, 2019 – 6:00 PM
220 NE Church, White Salmon WA 98672

Call to Order and Presentation of the Flag

Roll Call

Comments

Changes to the Agenda

Business Items

- 1.** Proposed Short-Term Rental Registration Ordinance
 - a. Presentation
 - b. Public Hearing
 - c. Discussion
 - d. Action
- 2.** Employment Contract - Public Works Operations Manager, Russell Avery
 - a. Presentation and Discussion
 - b. Action
- 3.** Resolution 2019-09-491, Declaring Local Emergency (14-Inch Water Main)
 - a. Presentation and Discussion
 - b. Action
- 4.** Master Service Agreement, Radcomp Technologies
 - a. Presentation and Discussion
 - b. Action

Consent Agenda

- 5.** Approval of Minutes - September 4, 2019
- 6.** Approval of Vouchers

Department Head and Council Reports

Executive Session (if needed)

Adjournment

Item Attachment Documents:

1. Proposed Short-Term Rental Registration Ordinance
 - a. Presentation
 - b. Public Hearing
 - c. Discussion
 - d. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: September 18, 2019
Agenda Item: Proposed Short-Term Rental Registration Ordinance
Presented By: Jan Brending, Clerk Treasurer

Action Required

After public comment is taken at the Public Hearing, determine whether or not to adopt the proposed ordinance upon its first reading or to refer the ordinance back to the Community Development Committee for further changes and schedule it for adoption at the October 2 city council meeting.

Proposed Motion Options

1. Move to adoption Ordinance 2019-09-1052, upon first reading.
2. Move to refer the proposed ordinance back to the Community Development Committee meeting for further changes and to schedule the ordinance for possible adoption at the October 2nd city council meeting.

Explanation of Issue

The Community Development Committee has been working on a proposed ordinance developing a short-term rental registration process. The city council previously reviewed the proposed ordinance at its July 17th council meeting where public comment was taken. The committee has made several changes to the proposed ordinance as identified by the yellow highlights. The committee identified a tiered pricing level related to registering short-term rentals understanding that there are different levels of short-term rentals occurring in the city. Another change the committee made was to the time period a registration could be revoked. The committee received comments that revoking registrations/permits "immediately" could cause several problems and that 30-day notice was more appropriate. In addition, it should be noted the council and the committee received comments regarding not "publicly" posting the name, phone number and e-mail address of the property owner so that it is visible to anyone outside of the house. The proposed ordinance does not require that. It does require that the name of the property owner, or a local manager, with phone number and email address be posted on the inside of the house near the front door or in a visible renter's manual

Recommendation of Staff/Committee

The Community Development Committee is moving the ordinance forward to the city council for adoption.

**CITY OF WHITE SALMON
ORDINANCE 2019-09-1052**

**AN ORDINANCE ADOPTING WHITE SALMON MUNICIPAL CODE CHAPTER 5.02
SHORT-TERM RENTALS**

WHEREAS, the City is aware of the demand for short-term rentals in the community, particularly for vacation rentals; and

WHEREAS, for the life, health and safety of the potential occupants, property owners and neighbors, the City feels it is necessary to regulate the use of these rentals; and

WHEREAS, the City has approved a lodging tax for lodging businesses and requiring short-term rentals to pay an equivalent tax equalizes the tax structure for private and commercial lodging facilities.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE
SALMON DO ORDAIN AS FOLLOWS:**

SECTION 1. White Salmon Municipal Code Chapter 5.02 Short-Term Rentals, is hereby adopted as follows:

Chapter 5.02, Short-Term Rentals

5.02.005 - Findings, intent and purpose.

- A. In the adoption of these regulations, the city that the rental of dwelling units and lodging units for less than thirty days is an important contributor to the comprehensive plan's tourism goal. The city also finds that these short-term rentals are part of an emerging market that has the potential to be incompatible with surrounding residential uses.
- B. The regulations below are intended to ensure special regulation of short-term rentals that will:
 - 1. Benefit the local economy;
 - 2. Reduce administrative burdens and barriers to entry;
 - 3. Ensure market fairness and taxation;
 - 4. Protect guests; and
 - 5. Avoid unchecked neighborhood disruptions.

- C. This chapter provides an administrative framework for registering the annual operation of a short-term rental. A short-term rental permit is a limited permission to use property for short-term rental purposes. A permit may be modified or revoked if the standards of this chapter are not met.

5.02.010 - Definitions.

As used in this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. "Contact Person." The owner or, if designated on the application for a permit, the management representative authorized to act for the owner.
- B. "Dwelling Unit." One or more rooms occupied, designed or intended for occupancy as separate living quarters, and containing four or more of the following:
1. Refrigeration;
 2. Cooking facility (including cooking stove, hot plate, range hood, microwave, or similar appliance) or wiring or venting to support same;
 3. Dishwashing machine;
 4. Sink intended for meal preparation (not including a wet bar);
 5. Garbage disposal;
 6. Toilet;
 7. Shower or bathtub.
- C. "Local Area." All areas in the Washington counties of Clark, Klickitat and Skamania and the Oregon counties of Hood River, Wasco and Multnomah.
- D. "Lodging Unit." Bedrooms or sleeping facilities not meeting the criteria of a Dwelling Unit set forth in paragraph B, above.
- E. "Owner. The natural person or legal entity that owns and holds legal and/or equitable title to the property.
- F. "Remuneration. Compensation, money, rent or other bargained for consideration given in return for use, rent, or occupancy of a short-term rental.
- G. "Short-Term Rental." A dwelling unit or lodging unit for which an owner receives or seeks remuneration for use or occupancy for a period of less than thirty consecutive days per rental period.
- H. "Short-Term Rental Permit or Permit." The regulatory permit required by WSMC 5.02.15 and described in this chapter.

5.02.015 – Short-term rental permit required.

No owner or manager of property within the White Salmon city limits may advertise, offer, operate, rent, receive remuneration for, or otherwise make available or allow any other person to make available for occupancy a short-term rental without a short-term rental permit. Advertise or offer includes through any media, whether written, electronic, web-based, digital, mobile or otherwise.

5.02.020 - Application and fee.

- A. Application Required. An application for a short-term rental permit shall be completed and submitted to the city on a form provided by the city. The application shall be signed by the owner or contact person and contain the following information:
1. Owner Information. Owner's name, permanent residence address, telephone number, owner's mailing address, and the short-term rental address and telephone number.
 2. Contact Person Information. If the owner does not permanently reside in the local area or is not always available when the property is being rented, the owner shall provide the name, telephone number and email of a contact person from the local area to represent the owner regarding the use of the property and/or complaints related to the short-term rental as set forth in WSMC 5.02.040(C).
 3. Tax Information. A statement of intent to collect and remit all taxes associated with the short-term rental.
 4. Inspection Access. A statement allowing the city reasonable access to the property for the purpose of reviewing the proposal for the health and safety requirements set forth in WSMC 5.02.040(D).
 5. Right to Publish Contact Information. A statement allowing the city to make owner and contact person phone numbers publicly available at City Hall.
 6. Neighborhood Notice. A statement of intent to notify neighbors as required by WSMC 5.02.040(A).
 7. Good Neighbor Guidelines. A statement of intent to provide the city-provided Good Neighbor Guidelines to guests of the short-term rental.
 8. Parking Diagram. A statement of intent to provide guests of the short-term rental with a diagram of parking spaces that are available to or intended for use by the short-term rental.
 9. Liability Insurance. A statement of intent to provide liability insurance coverage as required by WSMC 5.02.040(G).

10. Such other information as the city administrator or designee deems reasonably necessary to administer this chapter.

B. Application Fee. Applications under this section shall be accompanied by a nonrefundable fee payable to the city in an amount established **as follows: and periodically adjusted by city council resolution.**

1. Tier 1 – Property owners who maintain a residence in the home used for a short-term who rents out a room(s) or their home no more than 60 days per year - \$75.00.

2. Tier 2 – Property owners who do not live in the home or dwelling units and rent out a single unit for short-term rental - \$300.00.

3. Tier 3 – Property owners who rent out more than one (1) home or dwelling unit for short-term rentals

a. 2 to 5 units - \$600

b. 6 or more units - \$850

C. Discretionary Fees. At the discretion of the city administrator or designee, the application fee may include the actual costs for labor, overhead, and expenses for outside consultant reviews and/or special inspections.

5.02.025 - Term of annual permit.

A short-term rental permit shall be issued for a period not to exceed one year, with its effective date running from the date the permit is issued to December 31st and may be renewed annually by the owner or contact person provided all applicable standards of this chapter are met.

5.02.030 - Permitting and renewal procedures.

A short-term rental permit shall be obtained and/or renewed as required in this section. This permit is in addition to the City business license required under WSMC Ch. 5.04. The ability to operate a short-term rental in the city of White Salmon shall be discontinued in the event the owner fails to obtain or renew a permit to operate as provided in this chapter.

A. Application and Renewal Process. A person engaging in operation of a short-term rental who has not yet obtained a permit, or who is required to renew an existing operating permit, shall do so as follows:

1. Time for Application.

- a. New Permits. For new short-term rental permits, it is the responsibility of the owner or contact person to apply for and receive a permit prior to operation of a short-term rental.

- b. Existing Short-term rentals. A completed permit renewal application and renewal fee is due for all existing short-term rentals annually by December 31st.
 - 2. Notice. Prior to the December 31st annual due date, the city shall send notice of the need for a permit or expiration of a permit to the owner of any property for which an application is due as follows:
 - a. For the first permit required for any short-term rental in the city, it is the owner's obligation and responsibility to apply for a permit.
 - b. For permit renewal, notice will be sent to the mailing and email addresses of the owner and contact person as provided to the city on the application.
- B. Permit Expiration. For renewals, upon expiration of a thirty-day late period commencing at the end of each calendar year, the ability to operate shall be conclusively presumed to be discontinued and the city will commence revocation of the permit pursuant to the procedures in WSMC 5.02.045.

5.02.035 - Criteria for approval and renewal of a permit.

- A. New Permit. Upon receipt of a complete application for a new short-term rental permit and payment of all required fees and after completing all required operational requirements of section 5.02.040, below, the city administrator or designee or designee will issue a short-term rental permit.
- B. Permit Renewal. Upon receipt of a complete application for renewal of a short-term rental permit and payment of all required fees, the city will review the application and available information to determine compliance with the operational requirements of WSMC 5.02.040. If not met, the city administrator or designee or designee will not renew the permit and the property shall not be used as a short-term rental. Alternatively, the city administrator may issue the permit subject to reasonable special operational standards.
- C. Owner's Role. The owner has the burden of proof to demonstrate compliance with each operational requirement and special standard placed on the short-term rental permit. Staff may verify evidence submitted and the applicant shall cooperate fully in any investigation.
- D. Appeals. A decision on a permit application or renewal may be appealed as provided in WSMC 5.02.055.

5.02.040 - Operational requirements.

- A. Notice to Neighbors. The owner or contact person shall provide a mailing or otherwise distribute by hand both prior to the initial permit and annually, a flier to all property owners of record and/or occupants of properties adjacent to and abutting the property

permitted as a short-term rental. The notice shall include the permit number and the telephone number of the owner and contact person. The purpose of this notice is so that neighboring property owners and residents can contact a responsible person to report and request resolution of problems associated with the operation of the short-term rental. If the permanent contact information changes during the permit period, the new information must be mailed or distributed again.

- B. **Public Availability.** In addition, the city will make a registry publicly accessible within which any person can obtain the owner and contact person's name and telephone number. If the permanent contact information changes during the permit period, the new information must be provided to the city.
- C. **Response to Complaints.** The owner or contact person shall respond to neighborhood questions, concerns, or complaints in a reasonably timely manner depending on the circumstances.
 - 1. **Owner Responsibility.** Reasonable initial inquiries or complaints related to the expectations set in the Good Neighbor Guidelines may first be made to the owner or contact person. However, it is not intended that the owner or contact person act as a peace officer or code enforcement officer of the city or put themselves in an at-risk situation. In such cases, the owner or contact person should contact the city to discuss resolution of the complaint.
 - 2. **Complaint Log.** The owner or contact person should maintain a record of complaints and the actions taken in response to the complaint, if relevant, in a manner reasonable to document the interaction. If kept, this record can then be made available for city inspection upon request.
 - 3. **City Authority.** If there is a failure to respond or a clearly inadequate response by the owner or contact person, a complaint may be submitted to the city on a form provided by the city, and the city will respond or investigate as needed. The city will first seek voluntary compliance or resolution, but if the city finds substantial evidence supports further action given the complaint(s), the city will follow the warning and revocation procedures set forth in WSMC 5.02.045.
 - 4. **Records.** On request and in compliance with the public records law, the city shall provide the owner and/or contact person with the information in the complaint.
 - 5. **Grounds for Warning.** Repeated failure of the owner or representative to timely and reasonably respond to a complaint(s) relayed by neighbors or city staff is considered grounds for a warning and potential revocation under WSMC 5.02.045. Repeated noise complaints regarding tenants may be grounds for a warning to the owner, if, in the reasonable judgment of the city administrator, the circumstances indicate the owner should be held responsible. Initiating a nuisance

enforcement action under WSMC Ch. 8.70 may be grounds for a warning in the appropriate circumstances.

6. Administrative Rules. The city administrator may establish administrative rules to interpret, clarify, carry out, and enforce the provisions of this chapter. A copy of such administrative rules shall be on file and made available at City Hall.
- D. Health and Safety. Every short-term rental permit shall be subject to inspection by the building official or designee at the city's discretion, but no less than once every five years. The purpose of the inspection is to determine conformance with the Short-Term Rental Fire Safety Checklist (fire extinguishers, smoke alarms, carbon monoxide detectors, etc.). It is the owner's responsibility to assure that deficiencies identified in the checklist are addressed and that the short-term rental is and remains in substantial compliance with all applicable fire, building, and safety codes and other relevant laws, whether identified on the short-term rental fire safety checklist or not.
- E. Taxation. The owner shall fully comply with all applicable city and state tax reporting and payment requirements, especially lodging taxes due to the city under WSMC 3.50 and retail sales and use taxes due under WSMC 3.04.
- F. Mandatory Postings. Important information related to the permitting and use of the short-term rental shall be displayed in a prominent location within the interior of the dwelling, either adjacent to the front door or in a highly visible rental binder. The information shall include:
1. The short-term rental permit;
 2. Any special standards placed on the short-term rental permit;
 3. The property address;
 4. The name of the owner and contact person and a telephone number where the owner and contact person may be contacted;
 5. The parking diagram of the parking spaces available for use by the short-term rental. The parking diagram may include on-street parking areas, but on-street parking is not for the exclusive use of any home or short-term rental;
 6. The city-provided Good Neighbor Guidelines. Additionally, the city encourages all owners to incorporate the Good Neighbor Guidelines into the rental contract.
- G. Liability Insurance. The owner shall maintain liability insurance which expressly covers the property's use as a short-term rental.

5.02.045 - Revocation procedure.

A. In addition to the penalties described in WSMC 5.02.050, the following provisions apply to violations of this chapter:

1. Failure to renew a permit as set forth in WSMC 5.02.030 is grounds for **immediate** revocation of the short-term rental permit.
2. Failure to timely pay lodging or sales taxes required by WSMC 5.02.040(E) or to otherwise meet the operational requirements of WSMC 5.02.040 is grounds for **immediate** revocation of the permit.
3. The discovery of material misstatements or providing of false information in the application or renewal process is grounds for **immediate** revocation of the permit.
4. Such other violations of this chapter of sufficient severity in the reasonable judgement of the city administrator, so as to provide reasonable grounds for **immediate** revocation of the permit.
5. Other violations of this chapter, including but not limited to city-initiated investigation/sustaining of complaints, shall be processed as follows:
 - a. For the first and second violations within a twelve-month period, the sanction shall be a warning notice.
 - b. If the same offense continues to occur or a third similar offense occurs at any time during a twelve-month period, the city may either issue a third warning, update the permit to include reasonable special operational standards, or revoke the permit.

B. Notice of Decision/Appeal/Stay. If the short-term rental permit is updated or revoked as provided in this section, the city administrator or designee shall send written notice to the owner stating the basis for the decision. **The notice shall provide a date that a short-term rental permit is to be revoked and shall be no earlier than 30 calendar days from the date of the notice.** The notice shall include information about the right to appeal the decision and the procedure for filing an appeal. The owner may appeal the city administrator's decision under the procedures set forth in WSMC 5.02.055. Upon receipt of an appeal, the city administrator or designee shall stay the update or revocation decision until the appeal has been finally determined by the city council.

5.02.050 - Violations—Penalties.

A. In addition to the revocation procedures of WSMC 5.02.045, any person or owner who uses, or allows the use of, property in violation of this chapter is guilty of a class 1 civil infraction under RCW 7.80.120(1)(a) and is subject to fine or \$250 per violation. Each day a dwelling is used in violation of this chapter shall be considered a separate violation. Furthermore, the use is subject to abatement as a nuisance under WSMC Ch. 8.07.

- B. The following conduct also constitutes a violation of this chapter subject to punishment as Class I Civil Infraction:
1. Renting or representing a dwelling unit or lodging unit as available for occupancy or rent as a short-term rental where the owner does not hold a valid permit issued under this chapter, or making a short-term rental available for use, occupancy or rent without first obtaining a valid operating permit;
 2. Advertising or renting a short-term rental in a manner that does not comply with the standards of this chapter; and
 3. Failure to comply with the operational requirements of WSMC 5.02.040.

5.02.055 - Violations—Penalties.

- A. Appellant—Standing. Only the owner or contact person shall have standing to appeal a decision by the city to deny, revoke or attach special operational standards to a short-term rental permit.
- B. Authority to Decide Appeal. The city council shall be responsible for determining an appeal of a decision brought under WSMC 5.02.055(A).
- C. Time for Filing. An appellant is required to file a written notice of appeal including the basis for the appeal within fourteen calendar days of the permit determination being appealed. This requirement is jurisdictional and late filings shall not be allowed.
- D. Fee for Appeal. The city council may establish by resolution a fee for filing an appeal, and payment of the required fee shall be jurisdictional.
- E. Hearing. After receiving written notice of appeal, the city administrator or designee shall schedule a hearing on the appeal before the city council. At the hearing, the appellant shall have the opportunity to present evidence and arguments as may be relevant. The council may direct staff to draft findings of fact and interpretations of code or law to be considered at a later Council meeting.
- F. Standard of review and decision. The council shall determine whether the city's decision was based on a preponderance of the evidence. A decision of the council shall be based on the evidence received, in writing and signed by the mayor, and issued no later than thirty calendar days after the close of the hearing.
- G. Finality. The council's decision shall be final on the date of mailing the decision to the appellant. The council's decision is the final decision of the city and is appealable only under the Land Use Petition Act (LUPA), RCW Ch. 36.70C.

5.02.060 - Discontinuance of short-term rental occupancy.

- A. After Revocation. After a short-term rental permit has been revoked, the dwelling unit may not be used or occupied as a short-term rental unless a new permit is issued, and the owner of the property to which the permit applied and whose permit has been revoked shall not be eligible to reapply for a short-term rental permit for short-term rental on the same property for a period of 12 months from the date of revocation.
- B. After Expiration. If a short-term rental permit expires, the dwelling unit may not be used or occupied as a short-term rental. The owner of the property to which the permit applied and whose permit has expired shall be required to apply for and obtain a short-term rental permit before the property may be lawfully used or occupied as a short-term rental.

5.02.065 - Remedies not exclusive.

The remedies provided in this chapter are in addition to, and not in lieu of, all other legal remedies, criminal and civil, which may be pursued by the city to address any violation of this code.

SECTION 2 – SEVERABILITY: If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

SECTION 3 – EFFECTIVE DATE. This ordinance shall take effect January 1, 2020 following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this ____ day of ____, 2019.

David Poucher, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

Item Attachment Documents:

2. Employment Contract - Public Works Operations Manager, Russell Avery
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: September 18, 2019
Agenda Item: Russell Avery, Employment Contract
Presented By: Patrick Munyan, City Administrator

Action Required

Authorization for signing employment contract with Russell Avery for the position of Public Works Operations Manager.

Proposed Motion Options

Motion to authorize the employment contract with Russell Avery to be signed.

Explanation of Issue

The city has offered the position of Public Works Operations Manager to Russell Avery who has accepted the position and is slated to start October 1. The proposed employment contract, job description, and resume are attached. The employment contract is similar to other contracts the city has with management position employees.

Recommendation of Staff/Committee

Staff recommends authorizing the employment contract with Russell Avery to be signed.

26 July 2019

To the City of White Salmon

With a consistent track record of success in achieving a broad range of self-imposed goals throughout my career, I believe I offer the leadership and skills that would be an advantage to the City of White Salmon. Attached is a copy of my résumé for the consideration of the Public Works Operations Manager, position with your organization.

- 8+ years of continued Management
 - 3 years as Utility Operations Supervisor for a community of 30,000 +/-.
 - 4+ years Acting Director of the WMAT-Utility Authority.
 - 5 years as Chief Operator/Manager for Municipal Surface Water Treatment Plant and Water & Wastewater Distribution System.
- 30 years' experience in Underground Construction. Not only have I been an inspector for the new installation of water infrastructure but I have been a licensed contractor installing water/wastewater systems, fiber optic, coaxial cable, power trench and natural gas to OSHA, State, County & City specifications.
- Over 20 years' experience in the Water Works Industry and Wastewater Treatment & Distribution Systems.
- Will be testing in the next few weeks for my Washington-WT4 & WD4. Grade 3 Water Distribution & Treatment California Certifications. Grade 3 Water Distribution and Grade 2 Water Treatment, Hawaii Certifications. Grade 4 Water Distribution & Grade 3 Water Treatment, Arizona Certifications. Not only have I been an inspector for the new installation of water mains, services and completed fire hydrants; but I have been a licensed contractor installing water/waste water systems to specifications.
- Motivated to advance my team, as well as myself. I have the ability to work hands-on to ensure the job is completed safely and timely. Safe drinking water to the community is of the utmost priority.

I look forward to advance my career with a stable company; to lead team members to expand their knowledge and continue the path of becoming efficient, safe and a community friendly water & wastewater system.

I look forward to speaking with you in the near future and relocating to Washington.

Thank you for your time and consideration.

William Russell Avery II
a.k.a. Russ Avery
1019 Westgate Dr.
Eureka, CA 95503
928-205-8062 Cell

William Russell Avery II
1019 Westgate Dr. Eureka, CA 95503
928-205-8062 Cell
r.avery95@gmail.com

Qualifications:

Currently working with WA to test for Grade 4 Treatment & Distribution. California Environmental Protection Agency Grade 3 Water Distribution # 45617 & Grade 3 Water Treatment # 37398. State of Hawaii Board of Certification of Public Water System Operators Grade 3 Water Distribution System # D3-123 & Grade 2 Water Treatment # T2-204. Arizona Department of Environmental Quality Grade 4 Water Distribution # 66500 & Grade 3 Water Treatment Certification # 66501. Confined Space; Competent Person; Shoring & Excavation; Backflow Prevention. Forklift Certified. First-Aid.

Education:

- University of Phoenix Microbiology340
- Pinetop-Lakeside Sanitary District Microbiological Laboratory
- Bisbee High School Diploma 1983
- 21 years of continued education thru AWWA, etc.

Military:

United States Marine Corp 1983 to 1988 Honorable Discharge

Professional Experience:

Dec 2015 – Present **City of Eureka – Eureka, CA**
 Utilities Operations Supervisor

- Manage operations and maintenance of the treatment plant; storage tanks, transmission line, pump stations and 20 mg reservoir. Above all meet City, County, State & Federal regulatory compliance. Ultimately, providing safe drinking water to the community.
- Responsibilities include, but not limited to; supervise, plan, organize, educate, promote safety, promotions, discipline, reviews & evaluations of staff.
- Perform the most complex utility operations duties and provides technical assistance to crews. Troubleshoot the O&M of pumps, motors, valves, SCADA controls, electrical and equipment. Order chemical, parts and supplies.
- Prepare annual water treatment budget, participate in the annual budget of Public Works using Incode Software. Cost estimates with appropriate justifications, as required. Consult with engineering department to determine and recommend equipment, materials, and staffing for assigned operations projects and programs.
- Implement and amend SOP's. Record and submit weekly, monthly, quarterly and yearly reports. Team member of the Emergency Preparedness committee.
- Answer questions and provide information to the public, investigate complaints, recommend corrective actions to resolve issues.

Dec 2010 – Dec 2015

**White Mountain Apache Tribe (Non-Tribal Member)
Utility Authority- Whiteriver, AZ**

Manager/Acting Director – Water & Sewer Facilities

- Manage all water & wastewater distribution facilities, and operation & maintenance programs. 20 storage tanks, 24 wells, 12-pressure zones, 80 square miles of water main, service lines & booster stations. Advanced Integrity Wastewater Pond Systems, wastewater UV treatment systems, lift stations & collections, of Hon-dah/McNary, Whiteriver, Carrizo and Cibecue.
- 3 +/- year's transformation of bringing water & wastewater facilities from a nonconformity EPA compliance into compliance with EPA.
- Troubleshoot operational and maintenance problems. Provide technical assistance.
- Develop budgets; approve expenditures and other related administrative decisions.
- Develop and enforce O&M manuals for the Utility Authority; administrative, field staff, maintenance & safety.

Manager/Chief Operator – Surface Water Treatment Plant

- Manage, operate, adjust, maintain & monitor the Surface Water Treatment Plant via SCADA system. e.g. chemical feed pumps, filters, motors, pumps & valves are operating properly to keep turbidity & disinfections levels within the EPA regulations, optimizing the plant's performance.
- Make chemical adjustments according to raw water quality, jar tests & record (excel spreadsheet) for future adjustments. e.g. temp, PH, turbidity, alkalinity & chemical feed dosage.
- Develop the plants operating procedures, maintenance programs and safety protocols. Procurement of chemicals, maintenance & repair parts.

Manager – Microbiological Laboratory

- Manage/Monitor Microbiological Lab, collect water samples; maintain records of samples, chemicals & maintenance, report to EPA, monthly & quarterly water samples and CCR's.

2002 – 2015

**Out of the Dog House, Inc. dba
Avery & Ham Contracting -Pinetop, AZ**

- Manage all aspects of operating & maintaining of an underground construction company. Residential & Commercial.
- Project estimates, coordinate utilities, permits, equipment operator, mechanic, welding, and bookkeeper.
- Operator for (4) small water companies in distribution & treatment.

1998 –2007

Arizona Water Company – Lakeside, AZ

- Daily operations & maintenance of the water distribution & treatment systems.
- Inspector of new services & mainline construction.
- Installation of mains, services, hydrants & auxiliary fittings, record keeping, preventive maintenance on pumps & equipment, read meters.
- Equipment operator & welder.

Professional Reference:

Ted Millsphaugh, Retired Manager
Arizona Water Company
602-332-9517

Joe Mauzy, Retired Manager
Arizona Water Company
520-366-6794

Randy Weatherspoon, PE
305-321-1667

Alan Lily, Foreman
Arizona Water Company
928-242-9491

Personal References:

Anthony & Ginger Chalfin
928-369-8850
928-368-7488

Mike & Jan Houska
360-275-0517

Troy & Wendy Brown
928-368-7130
928-368-7971

WHITE SALMON City Hall
PO Box 2139
100 N. Main Street
White Salmon, WA 98672
Phone: (509) 493-1133
Fax: (509) 493-1231

CITY OF WHITE SALMON EMPLOYMENT APPLICATION



Job Applying For Public Works Operations Manager		Date of Application 26 July 2019	
Name (Last, First, MI) Avery II, William, R "Russ"		Home Phone 928-205-8062	Work Phone 928-205-8062
Mailing Address 1019 Westgate Dr		Message phone, if different	Social Security Number xxx-xx-7965
City, State, Zip Code Eureka, CA 95503		Driver's License Number	
		Date you could report for work	

EDUCATION AND FORMAL TRAINING

DO YOU HAVE A HIGH SCHOOL DIPLOMA?

☒ Yes ☐ No

GED CERTIFICATE?

☐ Yes ☒ No

Name and Location of School	Major	Graduated?	Degree
University of Phoenix	Biology	<input type="radio"/> Yes <input checked="" type="radio"/> No <div style="text-align: center;">Year</div>	
Pinetop-Lakeside Sanitary District	Microbiological Laboratory	<input type="radio"/> Yes <input type="radio"/> No <div style="text-align: center;">Year</div>	Certification
Bisbee High School		<input checked="" type="radio"/> Yes 1983 <input type="radio"/> No <div style="text-align: center;">Year</div>	Diploma

ADDITIONAL TRAINING

Please list any additional training (i.e., schools, workshops, courses, seminars, conferences, etc.) which you feel is applicable to the requirements of the position for which you are applying. Attach additional sheet(s) if necessary.

Training Event	Summary of Content
Professional Development Hours	Water Treatment & Distribution 1998-Present & Continuously

If more space is required, attach additional sheets

SKILLS

<input checked="" type="checkbox"/> Typing ... Speed <input type="text"/>	<input type="checkbox"/> Dictation ... Speed <input type="text"/>	<input type="checkbox"/> Dictaphone	<input checked="" type="checkbox"/> Computer Skills
<input type="checkbox"/> Calculator by Touch	<input type="checkbox"/> Data Entry	<input type="checkbox"/> Multi-line Phone	<input checked="" type="checkbox"/> First Aid/CPR
<input type="checkbox"/> Cashiering	<input checked="" type="checkbox"/> Bookkeeping/Math		

Special Consideration: If you are selected to participate in an examination or interview and need any special accommodation in order to complete or participate in the process because of an impairment or disability, please notify a member of the Personnel Department staff.

DISABILITY STATUS INFORMATION

Disability Status: A person with a disability is a person who has a physical or mental impairment which substantially limits one or more major life activities, or has a record of such impairment, or is perceived as having such an impairment, as defined by the Americans with Disabilities Act. An accommodation may be necessary to provide a person with a disability equal employment opportunity.

Will you need accommodation due to disability in the application, testing or interview process: ☐ Yes ☒ No

Please provide a brief description of the accommodation requested:

N/A

Please complete the following if you requested an accommodation for the application, testing or interview process:

Position title you are applying for: N/A

Name: N/A

PROFESSIONAL LICENSES AND CERTIFICATIONS

Currently working with WA to test for Grade 4 Treatment & Distribution.
California Environmental Protection Agency Grade 3 Water Distribution # 45617 & Grade 3 Water Treatment # 37398. State of Hawaii Board of Certification of Public Water System Operators Grade 3 Water Distribution System # D3-123 & Grade 2 Water Treatment # T2-204. Arizona Department of Environmental Quality Grade 4 Water Distribution # 66500 & Grade 3 Water Treatment Certification # 66501

EMPLOYMENT HISTORY

[JOB 1] Current or Last Employer		Address	
City of Eureka		3575 W Street, Eureka, CA 95503	
Your Title		Kind of Business	
Utility Operations Supervisor		Government	
Supervisor's Name		Supervisor's Telephone Number	
Michael Hansen		707-441-4234	
Total Time in Current or Last Position	From (Month/Year)	To (Month/Year)	Average Number of Hours Worked per Week
3.5 Years	Dec 2015	Present	45
Number of Employees Supervised	Gross Monthly Salary	Reason for Leaving	
3		Looking to relocate to Washington State	
Major Duties (Be Specific)			
<ul style="list-style-type: none"> * Manage operations and maintenance of the treatment plant; storage tanks, transmission line, pump stations and 20 mg reservoir. Above all meet City, County, State & Federal regulatory compliance. Ultimately, providing safe drinking water to the community. * Responsibilities include, but not limited to; supervise, plan, organize, educate, promote safety, promotions, discipline, reviews & evaluations of staff. * Perform the most complex utility operations duties and provides technical assistance to crews. Troubleshoot the O&M of pumps, meters, valves, SCADA controls, electrical and equipment. Order chemical, parts and supplies. 			
[JOB 2] Employer		Address	
White Mountain Apache Tribe (WMAT) - Non Tribal Member		Whiteriver, AZ	
Your Title		Kind of Business	
Manager/Acting Director - Water & Sewer Facilities		Tribal Government	
Supervisor's Name		Supervisor's Telephone Number	
WMAT-Tribal Council			
Total Time in Position	From (Month/Year)	To (Month/Year)	Average Number of Hours Worked per Week
5	Dec 2010	Dec 2015	60
Number of Employees Supervised	Gross Monthly Salary	Reason for Leaving	
25		Accepted position with City of Eureka CA	
Major Duties (Be Specific)			
<ul style="list-style-type: none"> * Manage all water & wastewater distribution facilities, and operation & maintenance programs. 20 storage tanks, 24 wells, 12-pressure zones, 80 square miles of water main, service lines & booster stations. Advanced Integrity Wastewater Pond Systems, wastewater UV treatment systems, lift stations & collections, of Hon-dah/McNary, Whiteriver, Carrizo and Cibecue. * 3 +/- year's transformation of bringing water & wastewater facilities from a nonconformity EPA compliance into compliance with EPA. * Troubleshoot operational and maintenance problems. Provide technical assistance. * Develop budgets, approve expenditures and other related administrative decisions. 			

[JOB 3] Employer		Address	
WMAT-Non Tribal Member		Whiteriver, AZ	
Your Title		Kind of Business	
Manager/Chief Operator - Surface Water Treatment Plant		Tribal Government	
Supervisor's Name		Supervisor's Telephone Number	
Randy Weatherspoon / Tribal Council		305-321-1667	
Total Time in Position	From (Month/Year)	To (Month/Year)	Average Number of Hours Worked per Week
5	Dec 2010	Dec 2015	60
Number of Employees Supervised	Gross Monthly Salary	Reason for Leaving	
10		Accepted position with the City of Eureka CA	
Major Duties (Be Specific)			
<ul style="list-style-type: none"> * Manage, operate, adjust, maintain & monitor the Surface Water Treatment Plant via SCADA system. e.g. chemical feed pumps, filters, motors, pumps & valves are operating properly to keep turbidity & disinfections levels within the EPA regulations, optimizing the plant's performance. * Make chemical adjustments according to raw water quality, jar tests & record (excel spreadsheet) for future adjustments. e.g. temp, PH, turbidity, alkalinity & chemical feed dosage. * Develop the plants operating procedures, maintenance programs and safety protocols. Procurement of chemicals, maintenance & repair parts. 			

[JOB 1] Employer		Address	
Avery & Ham Contracting		Pinetop, AZ	
Your Title		Kind of Business	
Owner/Operator		Underground construction	
Supervisor's Name		Supervisor's Telephone Number	
		928-369-8793	
Total Time in Position	From (Month/Year)	To (Month/Year)	Average Number of Hours Worked per Week
13	Feb 2002	Dec 2015	70
Number of Employees Supervised	Gross Monthly Salary	Reason for Leaving	
10		Economy - closed company	
Major Duties (Be Specific)			
<ul style="list-style-type: none"> * Manage all aspects of operating & maintaining of an underground construction company. Residential & Commercial. * Project estimates, coordinate utilities, permits, equipment operator, mechanic, welding, and bookkeeper. * Operator for (4) small water companies in distribution & treatment 			

**PERSONAL REFERENCES
(NOT FORMER EMPLOYERS OR RELATIVES)**

Name	Address	Phone Number
Anthony & Giner Chalfin		928-369-8850 928-368-7488
Mike & Jan Houska		360-275-0517
Troy & Wendy Brown		928-368-7130 928-368-7971

THE CITY OF WHITE SALMON IS AN EQUAL OPPORTUNITY EMPLOYER

You must be able to perform the duties of the position you are applying for with or without reasonable accommodation.
Certain positions may require pre-employment drug screening.

The Federal Immigration Reform and Control Act requires individuals to provide to an employer documented proof that they are authorized to work in the United States. This proof must be provided to and verified by City of White Salmon at the time of hire or no later than three business days after the date of hire.

The City of White Salmon makes it a practice to contact current and previous employers. Please indicate below by Job Number which employers, if any, you do not wish us to contact:

#1-only upon acceptance of job offer

YOU MUST SIGN AND DATE BELOW (on page #6). APPLICATIONS THAT ARE INCOMPLETE OR NOT SIGNED WILL NOT BE ACCEPTED.

APPLICANT AUTHORIZATION FOR RELEASE OF INFORMATION

As an applicant for a position with the City of White Salmon, I hereby authorize any employers or supervisors, educational institutions, personal references and/or other persons to release information about my work and education history for use in determining my qualifications for this position. I understand, agree, and authorize that a copy or facsimile of this form to be as valid as the original.

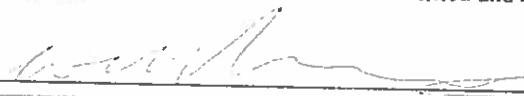
You may release or verify the following items:

1. Dates of employment;
2. Positions held when started and left;
3. Performance level, duties, responsibilities, strong and weak points;
4. My attendance habits (excluding workers' compensation, pregnancy and other protected absences);
5. My relationship with co-workers and supervisors;
6. My attitude toward work (cooperative? positive? Etc.);
7. Reason for leaving;
8. Eligibility for rehire;
9. Whether I have had outbursts of temper, threatened, provoked fights with or assaulted others, engaged in hostile or violent behavior, have a criminal record or any traits that would present security or safety issues for others.
10. Any other relevant information regarding my performance, skills, ability, suitability for employment sought, etc.

I understand my right to request access to any public records relating to me pursuant to Title 5 of the United States Code, Section 552 et seq., the Privacy Act of 1974, the Freedom of Information Act, and Revised Code of Washington (RCW) 42.17 et seq., and specifically waive those rights understanding that the information furnished will be used by the City of White Salmon and/or its agencies or departments in conjunction with employment procedures. I will make no attempt to gain access to the information provided by you to the City of White Salmon and/or its agencies or departments in conjunction with this employment process and hereby expressly waive any rights I may have to request the disclosure or information provided by you to the City of White Salmon and/or its agencies or departments in conjunction with employment procedures.

All former employers who provide such information are indemnified and released from liability arising from such disclosures.

Applicant Signature



Date 7-26-2009

Printed Name:

William Russell Avery II

FOR PERSONNEL DEPARTMENT USE ONLY

Arrange Interview: ☐ Yes ☐ No

Remarks:

Employed: ☐ Yes ☐ No

Employment Date:

Job Title:

Hourly Rate/Salary:

Department:

By:

Name and Title

Date

Notes:

Item Attachment Documents:

3. Resolution 2019-09-491, Declaring Local Emergency (14-Inch Water Main)
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: September 18, 2019
Agenda Item: Resolution 2019-09-491, Declaring Local Emergency (14-Inch Water Main)
Presented By: Patrick Munyan, City Administrator

Action Required

Adoption of Resolution 2019-09-491, Declaring Local Emergency related to the city's 14-inch water main.

Proposed Motion Options

Motion to adopt Resolution 2019-09-491, Declaring a Local Emergency Due to Public Safety Issue Related to City's 14-Inch Water Main.

Explanation of Issue

See attached Resolution and supporting documentation.

Recommendation of Staff/Committee

Staff recommends adoption of Resolution 2019-09-491, Declaring Local Emergency related to the city's 14-inch water main.

RESOLUTION 2019-09-491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, DECLARING A LOCAL EMERGENCY DUE TO PUBLIC SAFETY ISSUES RELATED TO CITY'S 14-INCH WATER MAIN

WHEREAS, on September 6, 2019 the City of White Salmon public works crew determined that the city's 14-inch water main that provides water to White Salmon, Bingen and the Port of Klickitat was leaking at approximately 30 gallons per minute; and

WHEREAS, the location of the leak is along State Highway 141 at Bald Mountain Curves; and

WHEREAS, the 14-inch water line is the only water line that brings water from the city's water sources to the City of White Salmon; and

WHEREAS, due to the water leak and high pressure on the 14-inch water line a catastrophic break in the line is imminent; and

WHEREAS, if a catastrophic break in the 14-inch water main occurs, the City of White Salmon will be without water and the City of Bingen and Port of Klickitat will have limited water; and

WHEREAS, if a catastrophic break occurs in the 14-inch water main located on State Route 141 at Bald Mountain Curves, the state highway could be severely damaged; and

WHEREAS, the conditions stated above constitute an emergency as defined by RCW 39.04.280(3) due to the unforeseen nature of the situation described above, and the immediate risk for property damage and endangerment of lives; and

WHEREAS, the City Administrator of the City of White Salmon, in the absence of the Mayor and Mayor Pro Temp, declared an emergency on September 6, 2019 and authorized the City of White Salmon Public Works Department to enter into contract(s) and incur obligations to address the emergency (Exhibit A);

WHEREAS, the Mayor Pro Temp signed the declaration of emergency on September 11, 2019;

NOW THEREFORE, the City Council of the City of White Salmon, Washington, do resolve as follows:

Section 1. There is hereby declared an emergency

Section 2. Pursuant to the emergency declared at Section 1, the City is authorized to enter into contract(s) and incur obligations necessary to repair the 14-inch water main, including but not limited to, the purchase of supplies and the hiring of a contractor(s) to repair the 14-inch water main.

Section 3. The declaration of a local emergency set forth at Section 1 shall terminate when in the Mayor's judgement the repair of the 14-inch water main has been completed.

APPROVED AND ADOPTED by the Council of the City of White Salmon, Washington.
Dated this 18th day of September, 2019.

David Poucher, Mayor

ATTEST:

Stephanie Porter, Deputy Clerk

APPROVED AS TO FORM:

Kenneth Woodrich, City Attorney



City of White Salmon Office of City Hall

September 6, 2019

On September 6, 2019 the City of White Salmon public works department determined that the city's 14-inch water main that delivers water from the city's Buck Creek water source was leaking at approximately 30 gallons per minute. This water main is the only method for providing water to the citizens of White Salmon, Bingen and to the Port of Klickitat. The 14-in water main has approximately 250 psi on the line. A break in the water line can become catastrophic in no time. Due to location of the leak (near State Highway 141 at Bald Mountain curves) a catastrophic break could severely damage the state highway and property in the surrounding area. A catastrophic break would mean that the City of White Salmon would be without water and the City of Bingen and the Port of Klickitat would have limited water. The water main must be repaired immediately and requires the use of a contractor and the purchase of supplies.

An emergency is present that necessitates the utilization of emergency powers granted pursuant to the City of White Salmon Comprehensive Emergency Management Plan. To properly access appropriate services and equipment in a timely manner the City may need to waive competitive bidding required and award all necessary contracts on behalf of the city to properly address the incident.

I, Patrick Munyan, City Administrator declare an emergency as defined by RCW 39.04.280(3) due to the unforeseen nature of the situation described in the first paragraph, above, and the immediate risk for property damage and endangerment of lives.

Pursuant to the emergency declared, the City Public Works Department is authorized to enter into contract(s) and incur obligations to address such emergency with approval by the City Administrator. Emergency measure may include, but is not limited to, the purchase of supplies and the hiring of a contractor to repair the 14-inch water main.

The declaration of a local emergency shall terminate when in the City Administrator's judgment, the emergency measures contained herein are no longer required to safeguard property and lives.

Signed this 6th day of September, 2019.

Patrick Munyan, City Administrator
City of White Salmon

Signed this 11th day of September, 2019

Donna Heimke, Mayor Pro Temp
City of White Salmon

Item Attachment Documents:

4. Master Service Agreement, Radcomp Technologies
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: September 18, 2019
Agenda Item: Radcomp Technologies, Master Service Agreement
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorizing the mayor to sign the Master Service Agreement with Radcomp Technologies.

Proposed Motion Options

Motion to authorize mayor to sign the Master Service Agreement with Radcomp Technologies.

Explanation of Issue

The city has a Premium Managed Service Agreement with Radcomp Technologies that was signed in 2018. The attached Master Service Agreement is addition to that agreement. The Master Service Agreement does not change the pricing in the Premium Managed Service Agreement.

Recommendation of Staff/Committee

Staff recommends the council authorize the mayor to sign the Master Service Agreement with Radcomp Technologies. Radcomp Technologies does an excellent job in managing the city's IT systems and insuring the city's IT systems are protected.

Radcomp Technologies

Master Services Agreement

This Master Services Agreement (this “Agreement”) is between **Radcomp Computers, Inc. dba Radcomp Technologies**, a Washington corporation with offices located at 136 North Main Avenue, White Salmon, Washington 98672 (“us”, “our”, “we” or “**Radcomp**”), and you, the entity who signs this document in the signature block below, electronically or otherwise (“you”, “your” or “**Client**”). This Agreement is effective as of the latest date of the signatures of the parties below (“Effective Date”).

- 1) **SCOPE OF SERVICES; SOW.** This is a master agreement that governs all services that we perform, as well as any licenses or products that we sell or re-sell to you (collectively, the “Services”). The Services will be described in one or more orders, proposals, or statements of work that we provide to you (each, a “SOW”). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will be governed under this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
- 2) **GENERAL REQUIREMENTS.**
 - a) *System.* For the purposes of this Agreement, “Environment” means, collectively, the portion of any computer network, computer system, peripheral or device that we install, maintain, monitor, or operate pursuant to a SOW. The scope of a SOW, and the fees charged under a SOW, are generally determined by the configuration of the Environment as of the date that the SOW is signed. Therefore, to avoid a delay or negative impact on our provision of the Services, and to mitigate against certain potential costs involved in correcting Client-originated issues, you agree to refrain from modifying or moving the Environment, or installing software on the Environment, unless we expressly authorize such activity.
 - b) *Requirements.* At all times, all software in the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of us providing our Services to you.
 - c) *Maintenance; Updates.* If patches and other software-related maintenance updates (“Updates”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.
 - d) *Third Party Support.* If in Radcomp’s discretion a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you all fees and costs associated with that process. If such fees or costs are anticipated in advance or exceed \$125, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise.
 - e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services. (For example, our advice or directions may include increasing server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our advice. If, in our discretion, your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow Radcomp’s advice or directions, or your unauthorized modification of the System, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not covered under any SOW.
 - f) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as we determine reasonable and necessary.
 - g) *Authorized Contact(s).* Radcomp will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify Radcomp of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.
 - h) *Insurance.* If you are supplied with Radcomp Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Radcomp must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the

applicable SOW without prior notification to Radcomp. Upon Radcomp's request, you agree to provide proof of insurance to Radcomp, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

- 3) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule.
- a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.
- b) *Nonpayment.* Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within ninety (90) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
- 4) **ACCESS.** You hereby grant to Radcomp the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Radcomp to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Radcomp's personnel will not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern, or that would require extraordinary or non-industry standard efforts to achieve.
- 5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**
- a) *Hardware / Software Purchased Through Radcomp.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through Radcomp ("Third Party Products") are nonrefundable once the applicable product is received from the product's manufacturer. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and third party service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between Radcomp and you (including but not limited to implied warranties).
- b) *Liability Limitations.* **This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement.** You acknowledge and agree that Radcomp would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Radcomp), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations, indemnification obligations, and payment of attorneys' fees (as described elsewhere in this Agreement), a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to Radcomp for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of

this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW will not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.

a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if Radcomp decides to cease providing a service to all of its customers generally, then Radcomp may terminate an applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause and without Radcomp's consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.

b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If Radcomp terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then Radcomp shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to Radcomp had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause (defined below), then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.

c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by Radcomp on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair, or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then Radcomp will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.

e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Radcomp-owned or Radcomp-licensed equipment or software (collectively, "Radcomp Equipment") is located to enable us to remove all Radcomp Equipment from the premises. If you fail or refuse to grant us access as described herein, or if any of the Radcomp Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Radcomp-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.

f) *Repayment of Discounted Fees.* If you are provided with a price discount under a SOW based on your commitment to retain our Services for a minimum term and if, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the non-discounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.

g) *Transition; Deletion of Data.* In the event that you request Radcomp's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Radcomp providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement. We will be held**

harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

8) RESPONSE; REPORTING.

a) *Response.* We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM PST (or PDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to our network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

iv) Remedies; Limitations. Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the "Onboarding Exception").

9) CONFIDENTIALITY.

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of Radcomp, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.

c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

10) **ADDITIONAL TERMS; THIRD PARTY SERVICES.**

- a) *EULAs.* Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.
- b) *Third Party Services.* Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to Radcomp or to you.
- c) *Data Loss.* Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
- d) *BYOD.* Depending on the Service being provided, portable devices or devices that intermittently connect to the Environment may not receive or benefit from the Services while the devices are detached from or unconnected to the Environment.

11) **OWNERSHIP.** Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party.

12) **ARBITRATION.** Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in Klickitat County, Washington. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs.

13) **MISCELLANEOUS.**

- a) *Disclosure.* You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.
- b) *Security.* You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed onto your System. We do not warrant or guarantee that all malware will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware (“Impacted Data”) will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. **You are strongly advised to obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a “best practice” scenario. As described in Section 5 above, unless such incidents are caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**
- c) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and

obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.

d) *Amendment.* Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by Radcomp, specifically refers to this Agreement or the SOW being amended, and is accepted in writing by one of your Authorized Contacts.

e) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

f) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.

g) *Other Terms.* We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.

h) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

i) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.

j) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

k) *Non-Solicitation.* Each party acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, that party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees or subcontractors to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee or contractor of the other party to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this Section 13(k), the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the defaulting party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with the defaulting party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the other party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.

l) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

m) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Washington. You hereby irrevocably consent to the exclusive jurisdiction and venue of Klickitat County, Washington for any and all claims and causes of action arising from or related to this Agreement.

n) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

o) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

- p) *Business Day*. If any time period set forth in this Agreement expires on a day other than a business day in Klickitat County, Washington, such period will be extended to and through the next succeeding business day in Klickitat County, Washington.
- q) *Notices; Writing Requirement*. Where any notice, amendment, or similar communication is required to be provided to a party under this Agreement, it may be sent by U.S. mail, overnight courier, or email and it will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email or immediately upon being acknowledged by the recipient (whichever is earlier). Notice sent by email must be sent to the last known email address of the recipient. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.
- r) *Independent Contractor*. We are an independent contractor; we are not your employer, employee, partner, or affiliate.
- s) *Subcontractors*. Generally, we do not utilize subcontractors for to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.
- t) *Data Access/Storage*. Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.
- u) *Counterparts*. The parties intend to sign, accept and deliver this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and deliver this Agreement, any SOW or any amendment electronically (*e.g.*, by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

AGREED AND ACCEPTED:

Date: _____

Date: _____

RADCOMP TECHNOLOGIES

Client: _____

By: _____

By: _____

Print Name / Position

Print Name / Position

Contact Information:



We have prepared a proposal for you

Premium Managed Service Agreement - 2018

Proposal # 043504
Version 1

Prepared for:

City of White Salmon

David Poucher
mayor@ci.white-salmon.wa.us

136 N Main PO Box 69
White Salmon, WA 98672
www.gorad.com
866-490-2426



Premium

Selected	Description	Qty
X	Production Server Production Server - Maintenance, Select patch management/updates, antivirus and monitoring.	3
X	Host Only Server Host Only Server- Maintenance, Select patch management/updates, antivirus and monitoring.	1
X	Network Devices Network Device Monitoring (Switches, Routers/Firewalls, Wireless Access Points, IP Phones, Printers etc.)	15
X	Workstations/Laptops Workstations/Laptops- Maintenance, Select patch management/updates, antivirus and monitoring.	23
X	Google Apps per user Google Apps - per user	57
X	Google Vault per user Google Vault per user	57
X	Backup per server up to 500 GB - 180 day retention Backup per server up to 500 GB - 180 day retention	2
X	Backup per workstation/laptop up to 100GB- 180 day retention Backup per workstation/laptop up to 100GB- 180 day retention	2

Selected Option Monthly Recurring Subtotal: **\$3,455.36**

136 N Main PO Box 69
White Salmon, WA 98672
www.gorad.com
866-490-2426



Premium Managed Service Agreement - 2018



Prepared by:

RADCOMP Technologies

Olivia Campbell

866-490-2426

Fax 360-844-1511

oliviac@gorad.com

Prepared for:

City of White Salmon

PO Box 2139 100 N Main

White Salmon, WA 98672

David Poucher

mayor@ci.white-salmon.wa.us

(509) 493-1133

Quote Information:

Quote #: 043504

Version: 1

Delivery Date: 03/16/2018

Expiration Date: 01/01/0001

Selected Plan Summary

Description	Amount
Premium	\$3,455.36

Monthly Recurring Total: **\$3,455.36**

136 N Main PO Box 69
White Salmon, WA 98672
www.gorad.com
866-490-2426



► Acceptance

City of White Salmon

RADCOMP Technologies

Signed

A handwritten signature in black ink, appearing to read 'David Poucher', written over a horizontal line.

Name David Poucher

Title

A handwritten signature in black ink, appearing to read 'Mayor', written over a horizontal line.

Date March 16, 2018

Signed

A handwritten signature in black ink, appearing to read 'Olivia Campbell', written over a horizontal line.

Name

Olivia Campbell

Title

CAM

Date

March 16, 2018

Full Terms & Conditions can be found in the Master Services Agreement attached to this proposal. Please reference that document or contact Radcomp with questions.



Master Services Agreement

MSP Program Agreement

1. Parties and Applicability

The terms and conditions of the Premium Agreement apply to the services described in Monthly RADCOMP Support Pricing document provided by RADCOMP Technologies (hereafter referred to as RADCOMP), to: City of White Salmon (hereafter referred to as "the CLIENT").

2. Term/Automatic Renewal

2.1 This Agreement shall commence as of: _____ ("Effective Date") and shall remain in effect for a minimum period of one (1) year from the Effective Date ("Term"). Allowing time for agent installation and services to started.

2.2 Client and RADCOMP reserve the right to review this agreement quarterly.

2.3 In order to assure there is no loss of benefits, the MSP Package Program Agreement shall automatically renew on a month by month basis ("Renewal Term") on the same terms and conditions set forth herein unless either RADCOMP or the CLIENT have provided written notice of non-renewal at least thirty (30) days prior to the expiration of the Term or Renewal Term. RADCOMP is not obligated to perform during any Renewal Term unless and until the CLIENT has remitted payment of the invoice.

3. MSP Package Program Monthly Fee

3.1 Based on the number of locations, users and devices within the CLIENT's organization, the monthly program price for the CLIENT has been determined to be \$3,455.36, as chosen by CLIENT from Monthly RADCOMP Support Pricing options. This cost will fluctuate with additions and subtractions to the aforementioned factors.

3.2 The CLIENT may choose one of these options to pay for the MSP Package Program: (a) monthly payments; (b) quarterly payments.

3.3 The CLIENT will be billed in advance for one (1) month, or one (1) quarter of service plus any pro-rated amount for the current period depending on the billing method chosen and the execution date of this contract.

3.4 Regardless of the billing option chosen, the CLIENT will be invoiced on the 1st of the month and payment terms are net 15 days. A 1.5% per month interest charge will be applied to any overdue balances at the end of each calendar month.

3.5 RADCOMP will provide the CLIENT written notice if payments are not received in timely manner. In the event the CLIENT fails to make timely payment of the monthly program fee after written notice at any time during the duration of the contract, or RADCOMP is unable to collect the funds tendered by the CLIENT, then RADCOMP may terminate the MSP Package Program, or in its sole discretion, suspend performance until payment is received. RADCOMP may also suspend performance under the MSP Package Program if the CLIENT is in default of payment under any other agreement with RADCOMP until such payment default is resolved.

3.6 If at any time questions should arise regarding billing or services performed, or should the CLIENT wish to discuss and invoice for services, RADCOMP must be notified within 30 days of the invoice date; otherwise, upon the sole discretion of RADCOMP, said invoice will be considered due and final.

3.7 RADCOMP reserves the right to establish an increase to the monthly MSP Package Program price at the end of each

one (1) year term. This cost increase will apply to all billable charges of the MSP Package Program and will be in effect for the subsequent six (6) month term. CLIENT will receive written notification from RADCOMP thirty (30) days in advance of agreement term end if Program prices change.

3.8 Included Services: Basic Monitoring, Preventative Maintenance, Patch Management. **Patching Details (Exhibit C)**

****PLEASE NOTE: See Statements of work applicable to your agreement type for more details on covered services.****

3.9 Excluded Services:

All labor including but not limited to service requests, helpdesk tickets, incidentals, etc. (Unless included in Premium Agreement)

Parts, equipment or software not covered by vendor/manufacture warranty or support.

The cost of any parts, equipment, or shipping charges of any kind.

The cost of any software, licensing, or software renewal or upgrade fees of any kind.

The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.

The cost to bring Client's environment up to minimum standards required for fully managed services.

System deployments for systems purchased from any other source than RADCOMP Technologies.

Network, server or infrastructure upgrades or projects.

Training services of any kind unless otherwise specified.

Any work relating to any software, hardware or devices that RADCOMP Technologies advised against and/or did not explicitly approve to cover under the agreement.

****PLEASE NOTE: See Statements of work and Excluded Items forms for more details on Excluded Services****

4. Support Services/SLA

4.1 Priority Response. As part of RADCOMP'S MSP Essentials, and Premium Package programs, the CLIENT will receive priority service in the queue over non-contractual customers. Once an alert or notification is received by one of our Customer Service Representatives from our Network Operations Center (NOC) RADCOMP commits to response times as outlined in the table below:

Support Services Response			
Time of Service	Emergency	Critical	Normal
Business Hours Monday – Friday, 7:30am – 4:59pm	2 Hours	3 Hours	4 Hours
After Hours Monday – Thursday, 5:00pm – 7:29am Weekends (Friday 5:00pm – Monday 7:29am)	4 Hours	6 hours	8 Hours

****PLEASE NOTE: If an alert or notification of a non-critical nature is received outside Standard Business Hours, the network issue will be addressed the following business day.****

4.2 Holidays observed:

New Year's Day January 1st

Memorial Day Last Monday in May

Independence Day July 4th

Labor Day 1st Monday in September

Thanksgiving Day 4th Thursday in November

Christmas Day December 25th

****PLEASE NOTE: RADCOMP, at its sole discretion, reserves the right to modify observed holidays without notification or approval.****

4.3 Help Desk Support Services. Should the CLIENT need to contact our Help Desk to report an issue or request support from one of our Service Technicians during Business Hours, the CLIENT has a variety of methods to reach us:

- A. Self-Service RADPortal (Best Method): This service gives the CLIENT access to our online ticketing system so that the CLIENT can create, view, track and search Service Requests and solutions in real time. Contact our office to have our Client Manager set up access to the portal.
- B. Email: CLIENTS have the option of emailing in issues to help@gorad.com.
- C. Phone: CLIENTS always have the option to call into our main White Salmon office and submit a ticket with our Dispatcher at 866-490-2426.

Help desk support (whether requested via telephone, email, or through RADPortal) will be billed in 6-minute increments and the CLIENT will be billed at the applicable Hourly Rates. (Applies to Essentials and Out of Scope items on Premium Package Agreements).

5. Responsibilities of RADCOMP

5.1 RADCOMP shall not be responsible to the CLIENT for loss of usage of their Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network.

5.2 RADCOMP reserves the right to suspend or terminate this Agreement if in its sole discretion; conditions at the service site pose a health or safety threat to any RADCOMP representative.

5.3 RADCOMP's MSP Package Program is a "Network Monitoring" program where RADCOMP performs network monitoring and uses the automatic notification capabilities of RADCOMP's monitoring solution to notify the RADCOMP and/or CLIENT of impending or current problems. RADCOMP is also responsible for providing the CLIENT with computer or network data services on a time and material billable basis in accordance with terms outlined in this Agreement.

The following details and describes our Support Tier levels:

Time of Service	Rates
Business Hours	\$109/Hour

Monday – Friday, 7:30am – 4:59pm	
After Hours – Planned / Scheduled Monday – Thursday, 5:00pm – 7:29am Weekends (Friday 5:00pm – Monday 7:29am)	\$163.50/Hour
After Hours – Unplanned / Emergency Monday – Thursday, 5:00pm – 7:29am Weekends (Friday 5:00pm – Monday 7:29am)	\$218/Hour
Holidays See Section 4.2	\$327/Hour

6. Responsibilities of the CLIENT

6.1 The CLIENT agrees to ensure that their Systems will be housed and operated at the Authorized Location in a climate-controlled room which maintains an air temperature ranging between 45°F and 75°F. The CLIENT agrees it will provide a three-foot minimum clearance in front and behind of the equipment, provide an adequate dedicated power source with a ground, and the System will be protected at all times by UPS power conditioning. If the Authorized Location fails to meet these specifications, or if the System is moved from the indicated location without the written consent from RADCOMP, subject to the terms and conditions as may be established by RADCOMP, then RADCOMP shall have the right to terminate the MSP Package Program without any liability to RADCOMP.

6.2 The CLIENT shall provide RADCOMP with domain administrator credentials, unattended remote access capabilities and connectivity to covered systems at all times. The CLIENT must have all necessary components and connectivity in place before this Agreement is in effect. RADCOMP may suspend performance under the MSP Package Program if the CLIENT fails to provide such remote access capabilities or connectivity to the System as is acceptable to RADCOMP.

6.3 The CLIENT agrees to inform RADCOMP of any modification, installation, or service performed on the Network by individuals not employed by RADCOMP in order to assist RADCOMP in providing an efficient and effective network support response.

6.4 CLIENT shall be responsible for protecting data stored on the System and any necessary data backup. RADCOMP disclaims responsibility for lost, damaged, or destroyed software programs, data or other information stored or residing on any media or any part of the System covered by this Agreement, including without limitation, deletion or alteration of the contents of any data storage media.

6.5 CLIENT shall be responsible for keeping, storing and maintaining all software licenses, whether physical or digital, for future use, audit and all other legal purposes. RADCOMP will assist CLIENT in a reasonable fashion, but RADCOMP disclaims responsibility for lost, damaged, destroyed licenses or any responsibility for maintaining a license inventory.

6.6 CLIENT shall be responsible for providing RADCOMP a minimum of one (1) week notice for all outgoing employees when CLIENT has received such notice, or as much notice as possible in the event of immediate termination. RADCOMP disclaims responsibility for any damage arising from authorized or previously authorized users.

6.7 CLIENT shall be responsible for identifying, and communicating to RADCOMP their critical files that need to be backed up. RADCOMP will use professional judgement and inquire about other items they see as potentially needing backed up. However, RADCOMP disclaims responsibility for lost, damaged, or destroyed software programs, data or other information resulting from files being omitted from backups, failed backups, corruption of backups or by any other means.

6.8 CLIENT shall be responsible to provide RADCOMP a point of contact from within their company or authorized by their company for all IT communications to be delivered to. It is the sole responsibility of CLIENT to put into place policies and procedures for internal communication within CLIENT's organization to ensure information that is communicated to

CLIENT is relayed to the appropriate parties.

7. Termination of MSP Package Agreement

RADCOMP and/or the CLIENT shall have the right to terminate this Agreement under any of the following conditions:

7.1 Should RADCOMP not perform to the terms of this Agreement in a satisfactory manner, the CLIENT will provide RADCOMP written notice of failure to comply. If, after 30 days, RADCOMP has not met the terms of the contract, the CLIENT may upon their sole discretion, cancel this Agreement. At that time, the remaining monthly MSP Package Program fee will be refunded within a 10-day period of cancellation.

7.2 If one of the parties shall be declared insolvent or bankrupt.

7.3 If a petition is filed in any court and not dismissed in ninety (90) days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.

7.4 If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties.

7.5 If the CLIENT does not pay RADCOMP within thirty (30) days from receipt of RADCOMP's invoice and/or otherwise materially breaches this Agreement.

7.6 Either party may terminate this Agreement with thirty (30) days prior written notice to the other for convenience or good cause.

7.7 In the event the CLIENT terminates this Agreement for any reason other than a breach of the terms herein, the CLIENT shall not be entitled to a refund of any monies extended in advance of the month or part thereof for which services by RADCOMP were last performed.

7.8 Any hardware and/or software needed to deliver the MSP Package Program are the sole property of RADCOMP and must be removed by RADCOMP and returned to RADCOMP.

7.9 RADCOMP is responsible for removing all probes, hardware, and software installed on the CLIENT's Network and devices to fully restore network access and capability solely to the CLIENT.

7.10 RADCOMP is responsible for restoring Windows Updates to default settings when the agents are removed. This will ensure that the recommended Windows Updates are applied once RADCOMP's Agents and probes are removed from CLIENT's network and systems.

7.11 RADCOMP may at its sole discretion, downgrade CLIENT's agreement level from Premium to Essentials with 30 days written notice if CLIENT is out of compliance with the minimum requirements, or CLIENT is not following RADCOMP recommendations.

7.12 RADCOMP will export, print, and deliver IT documentation at end of turn over. Once documentation had been transferred, RADCOMP will destroy all CLIENT's documentation and will no longer be in possession or able to retrieve the data.

8. Miscellaneous

8.1 Program Assignment Rights

This MSP Package Program may not be assigned by the CLIENT without the prior written consent of RADCOMP.

8.2 Right to Use Subcontractors

To ensure the prompt and efficient performance of its obligations hereunder, RADCOMP may subcontract any of the work to be performed. In the event of subcontracted work, RADCOMP will be responsible for ensuring subcontract uses employees that are either US Citizens or have permanent resident status.

8.3 Right to Substitute for Any Invalid or Unenforceable Provision

The invalidity or unenforceability of any provision of the MSP Package Program shall not affect the validity or enforceability of the other provisions, and this Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted. RADCOMP and the CLIENT agree to substitute for any invalid or unenforceable provision a valid and enforceable provision that most closely approximates the economic effect and intent of the invalid and unenforceable provision.

8.4 Out of Scope Elements (Excluded Services)

Any service performed by RADCOMP outside the scope of this MSP Package Program will be billed in accordance with hourly rates.

Discounts expressed within this Agreement do not apply to hardware or software or other device purchases that may be needed or requested from the CLIENT. Any hardware or software merchandise is always billed separately and costs will be based on vendor price schedules at the time of purchase.

8.5 – Consultation and Project planning

The CLIENT acknowledges that all consultations, project planning, R&D, site surveys, project management and other procurement activities are billable services. Time will be billed hourly in accordance with CLIENT's agreement at the applicable out of scope rate.

8.6 – OEM Warranty

RADCOMP expressly disclaims all responsibility and liability, expressed or implied, for OEM warranties. RADCOMP may, at its sole discretion, elect to assist CLIENT with the OEM warranty process for the CLIENT's convenience. CLIENT will be responsible for any shipping or vendor costs associated with any warranty claim that RADCOMP is assisting with.

8.7 Non-Hire Clause

The CLIENT acknowledges that RADCOMP is involved in a highly strategic and competitive business. The CLIENT further acknowledges that the CLIENT would gain substantial benefit and that RADCOMP would be deprived of such benefit, if the CLIENT were to directly hire any personnel employed by RADCOMP.

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by the CLIENT during the course of engagement and for a period of two (2) years thereafter. Except as otherwise provided by law, the CLIENT shall not, without the prior written consent of RADCOMP, employ RADCOMP personnel during the term of this Agreement and for a period of two (2) years following expiration of this Agreement.

The CLIENT agrees that RADCOMP's damages resulting from breach by the CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event the CLIENT violates this provision, the CLIENT shall immediately pay RADCOMP an amount equal to an employment placement fee of three hundred (300) times the highest hourly rate billed to the CLIENT for said employee immediately due to RADCOMP, as liquidated damages and RADCOMP shall have the option to terminate this Agreement without further notice or liability to the CLIENT. The amount of the liquidated damages reflected herein is not intended as a

penalty and is reasonably calculated based upon the projected costs RADCOMP would incur to identify, recruit, hire and train suitable replacements for such personnel.

Your signature on this document confirms your organization's agreement to adhere to this professional standard of conduct.

8.8 Dispute Resolution

The CLIENT and RADCOMP agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation.

8.9 Attorneys' Fees

If either party brings an action against the other to enforce any condition or covenant of this Agreement, the substantially prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees incurred in such action.

8.10 Ownership of Intellectual Property Rights

All programming, copyrightable works, writings, drawings, designs, or other works created or developed by RADCOMP or its personnel during the performance of this Agreement and delivered to the CLIENT shall Remain the property of RADCOMP. RADCOMP does not grant to the CLIENT or its personnel any rights or licenses to the works delivered by RADCOMP to the CLIENT under this Agreement. All copyright, patent, trade secrets, and other intellectual property rights arising out of the works created or developed by RADCOMP or its personnel in performance of this Agreement shall be the exclusive property of the RADCOMP.

8.11 Confidentiality

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between the CLIENT and RADCOMP. This Agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

RADCOMP acknowledges that in the course of providing services to said CLIENT, RADCOMP may learn from the CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. RADCOMP shall regard any and all information it receives which in any way relates or pertains to said CLIENT, including its customers, consumers or employees as confidential.

RADCOMP shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve the CLIENT or as are expressly and specifically permitted in writing by said CLIENT or as are required by applicable law.

Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by RADCOMP or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of, and confidential and/or proprietary to RADCOMP.

This provision shall survive termination of this Agreement and any other agreements between the CLIENT and RADCOMP.

8.12 Site Access / Premises Keys / Security Codes



If CLIENT has agreed to immediate remediation of issues, RADCOMP requires access to CLIENT sites including keys, keycards and security codes. RADCOMP agrees to return keys and/or keycards at termination of contract or at the request of the official CLIENT representative.

8.13 Disclaimer of Warranties

RADCOMP makes no warranties of any kind, whether express or implied, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Except as set forth in these terms and conditions, RADCOMP makes no representation, warranty or covenant concerning the capabilities or performance of any personnel or service that RADCOMP might provide to the CLIENT in connection with delivery or implementation of the MSP Package Program.

8.14 Limitation of Liability

RADCOMP, its officers, employees, agents, and directors, shall not be liable for any direct or indirect damages to the customer. RADCOMP agrees to carry liability insurance throughout the term of this agreement. The liability arising out of contract, tort, breach of warranty, infringement or otherwise, shall not include liability for loss of profits, loss or inaccuracy of data or indirect, special, incidental or consequential damages. RADCOMP will make all reasonable efforts in regards to servicing and repairing CLIENT network in the event of major network failure regardless of liability coverage. Any further costs beyond covered amounts will be determined by mutual agreement by CLIENT and RADCOMP.

8.15 Factors Beyond Control of Either Party (Force Majeure)

No party shall be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause, including but not limited to acts of God, flood, hurricane, extreme weather, fire, or other natural calamity, acts of governmental agencies, or similar causes beyond either party's reasonable control.

8.16 Entire Agreement (Integration Clause)

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by both parties.

9. Unique Exclusions of Equipment from Agreement

9.1 Items Listed Cannot Be Covered on Agreement:

Agreement

RADCOMP shall sell to the CLIENT, and the CLIENT shall purchase from RADCOMP according to the prices and the terms set forth herein or accompanying "Statement of Work" document, the services as specified herein or accompanying "Statement of Work" document. RADCOMP is not bound by any representations or inducements not set forth herein. This Agreement shall become effective and binding upon the CLIENT's authorized signature. All information contained herein is considered confidential and shall not be reproduced or distributed.

136 N Main PO Box 69
White Salmon, WA 98672
www.gorad.com
866-490-2426




► Acceptance

City of White Salmon

RADCOMP Technologies

Signed _____
Name David Poucher
Title _____
Date March 16, 2018

Signed 
Name Olivia Campbell
Title CAM
Date March 16, 2018



RADCOMP Technologies
P.O. Box 69
136 N. Main Street
White Salmon, WA 98672
www.radcomp.com

Premium Workstation – Statement of Work

Introduction

This document describes in detail the services delivered to workstations under Radcomp Technologies' Premium Workstation solution. The Premium solution is designed to proactively maintain workstations by delivering regular maintenance, monitoring, management, unlimited remediation, helpdesk and emergency support. All Premium services are delivered by our 24/7 Network Operations Center, and are designed to reduce the likelihood and impact of an unwanted technology failure, while resolving any identified issues, for a fixed monthly price.

Services Summary

Premium Workstation includes the following services:

- Advanced Performance Monitoring
- OS & Select 3rd Party Patch Management
- Scheduled Preventative Maintenance
- Managed Anti-Virus
- Unlimited Remote & Onsite support

The following services are not included in the Premium Workstation plan:

- All hardware or replacement parts
- Training
- Hardware or software upgrades
- Relocation services
- Any unexpected item not explicitly included in the scope of services

Out of scope activities will be billed at our hourly rate. Radcomp Technologies' service department will contact the customer for approval before performing any out of scope task.

Service Details

Onboarding

In order to prepare for the delivery of Premium Workstation, Radcomp Technologies will take the following steps:

- Workstation hardware, software, and configuration must be reviewed and approved by Radcomp Technologies. Any identified issues will be brought the customers attention before initiating services.
- A Primary Customer Contact must be selected. The Primary Customer Contact will be the primary point of contact with Radcomp Technologies' service desk.
- Radcomp Technologies will deploy our remote monitoring, management and automation technology on the included workstations. This will allow our NOC to deliver the services included in the proactive program.
- Radcomp Technologies will deploy & configure our integrated Managed Anti-Virus solution, removing any existing products.

Advanced Performance Monitoring

The Radcomp Technologies NOC monitors the health of your workstation and identifies issues that may impact that user's performance. Identified issues will be categorized by severity and escalated to our Network Operations Center for resolution.

Services monitored include:

<u>Service</u>	<u>Scan Interval</u>	<u>Warning</u>	<u>Failed</u>
Disk Space	15 Minutes	10 – 15 GB Free	Free space < 10 GB
Patch Status	15 Minutes	N/A	1 Critical patch is uninstalled and 21+ Days old.
Antivirus	15 Minutes	N/A	Infections Detected
Connectivity	5 Minutes	N/A	No Connectivity

Scheduled Preventative Maintenance

Regular preventative maintenance required to maintain the basic operation of windows workstations, including:

- Windows Patch Management
- 3rd Party Patch Management
- Disk Defragmentation
- Delete Temp files
- Chkdsk
- Sync-time with DC
- Change Local Admin Password
- Clean Windows Update Cache
- Backup Registry
- Create Restore Point
- Disable UAC
- Run CleanManager
- Enable/Disable Windows Firewall

License & Asset Reporting

We will audit included software licenses & assets and regularly report on current status, changes, and potential violations. On a quarterly basis, the following reports will be delivered to the Primary Customer Contact:

- Executive Summary Report
- Hardware Asset Report
- Software License Report

Managed Anti-Virus

Radcomp Technologies' integrated Anti-Virus solution allows our NOC to actively monitor, manage, and update deployed devices, ensuring that your business is protected and secure. Managed Anti-Virus includes

- Signature updates
- Status & Threat monitoring
- Scheduled scans
- Software updates
- Quarterly Status & Threat reporting
- Remediation of issues preventing the installation or performance of Managed Anti-Virus

Please note, manual removal of malware/virus infection is not included and will be billed at Radcomp Technologies' hourly rate.

Unlimited Remote & Onsite support

Radcomp Technologies' will remediate issue related to the covered devices, identified either via monitoring & notification, or those initiated through contacting the Service Desk. In both cases, a service ticket will be created and prioritized based on severity. The service desk will attempt to resolve the issue remotely, escalating to level 2, then level 3 engineers as required. If the issue cannot be resolved remotely, a field technician will be dispatched.

Note: Some exclusions apply. See excluded components page for details

Hourly Rates

Any services not included within the scope of this program will be billed at the hourly rate listed below.

<u>Time of Service</u>	<u>Rates</u>
Business Hours Monday – Friday, 7:30am – 4:59pm	\$109 / hour
After Hours – Planned / Scheduled Monday – Thursday, 5:00pm – 7:29am Weekends (Friday 5:00pm – Monday 7:29am)	\$163.50 / hour
After Hours – Unplanned / Emergent Monday – Thursday, 5:00pm – 7:29am Weekends (Friday 5:00pm – Monday 7:29am)	\$218 / hour
Holidays	\$327 / hour

Service Desk Severity Rankings and Response Times

The Proactive program enables access to emergency support services. Should your team detect an issue with a service or device outside standard business hours, you can contact the Emergency Support team to report the issue.

<u>Problem Severity</u>	<u>Initial Response Time</u>	<u>Escalation</u>
Emergency (Business Hours)	2 hours	N/A
Emergency (After Hours)	4 hours	N/A
Critical (Business Hours)	3 hours	2 Hours
Critical (After Hours Hours)	6 Hours	4 Hours
Normal (Business Hours)	4 hours/next business day	4 Hours
Normal (After Hours)	8 hours	4 Hours
Cosmetic	As scheduled	4 Hours

Severity Definitions

Reported issues will be categorized using the following guidelines. If an issue needs to be escalated and increased in severity, please contact the service desk.

Emergency: Any issue that impacts all users, preventing them from performing important daily activities.

Critical: Any issue that impacts most users, and/or prevents a single critical activity.

Normal: Any issue that impacts a single user, and/or impacts the performance of a critical business activity.

Cosmetic: Any issue that does not relate to a critical business activity.

Contacting the Service Desk

Before contacting the service desk, please be prepared to provide your company name, contact details, a detailed description of the issue, and the name of your companies designated Primary Contact.

Phone: (866) 490-2426

e-mail: help@eored.com



RADCOMP Technologies
P.O. Box 69
136 N. Main Street
White Salmon, WA 98672
www.radcomp.com

Premium Server – Statement of Work

Introduction

This document describes in detail the services delivered to servers under Radcomp Technologies' Premium Server solution. The Premium solution is designed to proactively maintain servers by delivering regular maintenance, monitoring, management, unlimited remediation, helpdesk and emergency support. All Premium services are delivered by our 24/7 Network Operations Center, and are designed to reduce the likelihood and impact of an unwanted technology failure, while resolving any identified issues, for a fixed monthly price.

Services Summary

Premium Server includes the following services:

- Advanced Performance Monitoring
- Key Application Maintenance
- Scheduled Preventative Maintenance
- Windows & Select 3rd Party Patch Management
- License & Asset Management
- Managed Anti-Virus
- Backup Monitoring
- Unlimited Remote & Onsite end user support of included services (see exclusions on page 8).
- Up to 1 hour of training per month for every 20 employees (Unused amount does not roll-over)

The following services are not included in the Premium Server plan:

- Compliance Assistance
- Managed Backup (A La Carte item)
- All hardware or replacement parts
- Hardware or software upgrades
- Projects and infrastructure upgrades/modifications
- Relocation services
- Any unexpected item not explicitly included in the scope of services

Out of scope activities will be billed at our hourly rate. Radcomp Technologies' service department will contact the customer for approval before performing any out of scope task.

Service Details

Onboarding

In order to prepare for the delivery of Premium Server, Radcomp Technologies will take the following steps:

- Server hardware, software, and configuration must be reviewed and approved by Radcomp Technologies. Any identified issues will be brought the customers attention before initiating services.
- The customer's server must maintain or exceed the minimum acceptable standards set by Radcomp Technologies. These standards may change with time and as the use of the server changes.
- A Primary Customer Contact must be selected. The Primary Customer Contact will be the primary point of contact with Radcomp Technologies' service desk. This individual will also be authorized to approve quotes and authorize services.
- Radcomp Technologies will deploy our remote monitoring, management and automation technology on the included servers. This will allow our NOC to deliver the services included in the proactive program.
- Radcomp Technologies will deploy & configure our integrated Managed Anti-Virus solution, removing any existing products.
- Radcomp Technologies will deploy & configure our integrated Managed Backup Solution, removing any existing local backup solution.
- Radcomp Technologies will deploy & configure our Vulnerability Scanning solution.

Advanced Performance Monitoring

The Radcomp Technologies NOC monitors the health of your server and identifies issues that may impact that server's performance. Identified issues will be categorized by severity and escalated to our Network Operations Center for resolution.

Services monitored include:

Service	Scan Interval	Warning	Failed
CPU Usage	15 Minutes	80% - 95%	90% - 100%
Disk Space	15 Minutes	10 – 15 GB Free	Free Space < 10 GB
Memory Utilization	15 Minutes	80% - 95%	90% - 100%
Patch Status	15 Minutes	N/A	1 Missing Critical patch that is 21+ Days old.
Connectivity	5 Minutes	N/A	No Connectivity

Scheduled Preventative Maintenance

Regular preventative maintenance required to maintain the basic operation of windows servers, including:

- Windows Patch Management
- Select 3rd Party Patch Management
- Disk Defragmentation
- Clean Windows Update Cache
- Sync Time with DC
- Backup Windows Event Log
- Delete Temp Files
- Backup Registry
- Clear RDP Client History
- Disable SCA (System Center Advisor)

Key Application Maintenance

Monthly maintenance will be delivered to business critical server applications, including SQL, Exchange and Active Directory.

Exchange Maintenance

- Query for disconnected mailboxes option to Purge. This will be approved by point of contact
- Query for largest mailboxes (size)
- Exchange Message Queues
- Verify Public Folder Replication
- Modify Database Size Limits
- Defragment Exchange Database
- Disable circular logging (for backup/restoration purposes)
- E-Mail RBL Checks (pull public IP and check existence on RBL lists)

Active Directory Maintenance

- Get Disabled AD Objects
- Get Locked AD Objects
- Get Expired AD Objects
- Identify empty groups

License & Asset Reporting

We will audit included software licenses & assets and regularly report on current status, changes, and potential violations. On a quarterly basis, the following reports will be delivered to the Primary Customer Contact:

- Executive Summary Report
- Hardware Asset Report
- Software License Report

Managed Anti-Virus

Radcomp Technologies' integrated Anti-Virus solution allows our NOC to actively monitor, manage, and update deployed devices, ensuring that your business is protected and secure. Managed Anti-Virus includes

- Signature updates
- Status & Threat monitoring
- Scheduled scans
- Software updates
- Quarterly Status & Threat reporting
- Remediation of issues preventing the installation or performance of Managed Anti-Virus

Please note, manual removal of malware/virus infection is not included and will be billed at Radcomp Technologies' hourly rate.

Managed Backup

Radcomp Technologies' integrated Backup solution allows our NOC to actively monitor, manage, and update deployed devices, ensuring that your business's critical data is protected and available for restore & recovery. Managed Backup includes:

- Backup status monitoring
- Quarterly backup test
- Quarterly backup reporting
- Remediation of issues preventing the installation or performance of Managed Backup

Please note, restoration and recovery of a backup is not included and will be billed at Radcomp Technologies' hourly rate.

Compliance Assistance

Radcomp Technologies will provide guidance and assist with compliances. This may include vulnerability scans designed to identify any potential security threats that may exist. Reports will consist of:

- Summary of identified vulnerabilities
- Summary of actions that need to be taken to resolve identified vulnerabilities
- Regulatory report for HIPAA, SOX, GLB, PCI as required

****Note: Radcomp disclaims all responsibility and liability for compliances and protection and preservation of sensitive data****

Unlimited Remote & Onsite support

Radcomp Technologies will remediate issue related to the covered devices, identified either via monitoring & notification, or those initiated through contacting the Service Desk. In both cases, a service ticket will be created and prioritized based on severity. The service desk will attempt to resolve the issue remotely, escalating to level 2, then level 3 engineers as required. If the issue cannot be resolved remotely, a field technician will be dispatched.

Note: Some exclusions apply. See excluded components page for details

Hourly Rates

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Cosmetic: Any issue that does not relate to a critical business activity.

Contacting the Service Desk

Before contacting the service desk, please be prepared to provide your company name, contact details, a detailed description of the issue, and the name of your companies designated Primary Contact.

Phone: (866) 490-2426

e-mail: help@gorad.com

Online: Using the customer Portal

Item Attachment Documents:

5. Approval of Minutes - September 4, 2019



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, September 4, 2019
DRAFT

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Marla Keethler
Amy Martin
Ashley Post

Staff Present:

Pat Munyan, City Administrator
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
Mike Hepner, Police Chief

1. Call to Order

Jan Brending, Clerk Treasurer called the meeting to order at 6 p.m. There were approximately 5 people present.

2. Roll Call

*Moved by Jason Hartmann. Seconded by Amy Martin.
Motion to excuse Donna Heimke. CARRIED 4-0.*

3. Appointment of Temporary Mayor Pro Temp

*Moved by Jason Hartmann. Seconded by Ashley Post.
Motion to appoint Marla Keethler as Temporary Mayor Pro Temp for the evening of September 4, 2019 and to authorize Marla Keethler, as such to sign all necessary documents on September 4, 2019. CARRIED 3-0 with Marla Keethler abstaining.*

4. Comments – Public and Council

Tammy Kaufman, White-Salmon Bingen Rotary and Washington Gorge Action Programs

Tammy Kaufman said she is now working as the Director of Drug Free Communities with Washington Gorge Action Programs. She extended an invitation to the city council for an annual forum with the youth in Klickitat County – “Digging In With Our Youth.” Kaufman said the event will be held on Friday, September 27 from 10 a.m. to 12 p.m. at The Society Hotel in Bingen.

Kaufman also invited the city council to the Rotary’s “It Takes A Village” event to be held at Rheingarten Park on September 21 from 11 a.m. to 3 p.m. She noted that Jason Hartmann and his band will be playing at the event plus others. Kaufman said it is a no alcohol family-friendly event.

5. Changes to the Agenda

*Moved by Marla Keethler. Seconded by Amy Martin.
Motion to add discussion related to City Hall exterior to the agenda at the end of the business items. CARRIED 4-0.*

6. Police Officer Swearing In

Jan Brending, Clerk Treasurer swore in Kate Daniels as police officer.

7. Council Room Sound System

Ryan Kreps and Stephen Sterling, Radcomp Technologies said they are looking into options for providing some upgrades to the city council's sound system for meetings. He said he is looking for input from the council. Kreps said Jan Brending has already provided some information.

The City Council discussed the need for an improved sound system that would allow the public, onsite council members and council members attending by phone to adequately hear the conversations.

8. Ordinance 2019-09-1051, Water Revenue Bond Anticipation Note

Jan Brending provided an overview of Ordinance 2019-09-1051, Water Revenue Bond Anticipation Note 2019. She said this is revenue bond for the interim financing portion of the city's USDA Rural Development loan for the Jewett Water Main Improvements Project.

Moved by Amy Martin. Seconded by Jason Hartmann.

Motion to adopt Ordinance 2019-09-1051, Providing for the Issuance and Sale of a Revenue Bond Anticipation Note to Evidence a Non-Revolving Line of Credit for the Purpose of Providing Interim Financing for Improvements to Water Utility of the City in the Principal Amount of Not to Exceed \$3,193,000; Providing the Form, Terms and Maturity of the Note; Authorizing the Designated City Representative to Manage the Non-Revolving Line of credit; and Approving the Sale of the Note. CARRIED 4-0.

9. Note Purchase Agreement, North Cascades Bank

Jan Brending said this is the Note Purchase Agreement with North Cascades Bank for interim financing for the city's USDA Rural Development loan. She noted the city previously authorized the use of North Cascades Bank for interim financing.

Moved by Jason Hartmann. Seconded by Ashley Post.

Motion to signing Note Purchase Agreement with North Cascades Bank for interim financing for the principal amount not to exceed \$3,193,000. CARRIED 4-0.

10. City Hall Exterior

The city council discussed the city hall exterior. There was consensus of the council to refer the decision on what to do with the east wall of the building and to determine colors to the City Operations Committee maintaining the design on the south wall as voted on by the city council at the last meeting and placing the city hall sign on the tower.

11. Consent Agenda

- a. Approval of Minutes – August 21, 2019
- b. Approval of Vouchers.

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 4th day of September, 2019.

Type	Date	From	To	Amount
Claims	9/4/2019	35321	35355	86,581.45
			Claims Total	86,581.45
Payroll	9/5/2019	35313	35320	1,660.99
		EFT	EFT	101,761.12
			Payroll Total	103,422.11
Manual Claims	8/30/2019	35312	35312	450.00
			Manual Total	450.00
			Total All Vouchers	190,453.56

Marla Keethler noted that the vote on the city hall exterior should reflect that it carried 3 to 9 with Marla Keethler abstaining.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to approve consent agenda with noted change to the meeting minutes of August 21, 2019. CARRIED 4-0.

12. Department Head and Committee Reports

Pat Munyan, City Administrator said that the chip seal project has not been completed due to the rain. He said staff and the city's engineer is working with USDA Rural Development so the Jewett Water Line Improvements Project can go out to bid. Munyan said the city needs to work on its municipal codes and said staff has identified some problems with the codes as they relate to parking. He reminded the council that it has agreed to review the city's codes.

Marla Keethler suggested identifying times in October and November for workshops on specific codes.

Jan Brending, Clerk Treasurer reminded the city council that pool passes will expire at the end of September. She noted that she has begun work on the city's 2020 budget.

Ashley Post asked if the city has a "savings account" for specific projects.

Jan Brending said the city has a number of reserve accounts. She said that she provide an explanation of those accounts when the preliminary budget is presented.

Jason Hartmann, Council Member said that the transfer station in Bingen is being closed. He said that a bin for glass will be provided but cardboard and other recyclables will no longer be collected in Bingen.

13. Adjournment

The meeting adjourned at 7:43 p.m.

David Poucher, Mayor

Jan Brending, Clerk Treasurer