Minutes of Special Board Meeting – November 6, 2012

Steve Olienyk, President of the Board, called the meeting to order at 5:03 p.m.

BOARD MEMBERS PRESENT: Directors Steve Olienyk, Cindy Spinner, John Scott, Lon Gates, and Rob Ward were in attendance.

OTHERS PRESENT: Chief John Buchanan, Division Chief Janet Huston, and Division Chief Sean Barrett were in attendance.

PUBLIC COMMENTS: None

Chief reported that we provided Pacific Office Automation with a listing of all the issues in our current Information Technology system. They provided us a Statement of Work and a cost of $19,260. Because the cost was beyond Chief Buchanan’s authorized expenditure amount and we didn’t want to wait until November 28th to make a decision, President Olienyk called each board member to get a consensus vote. In the course of the calls, a board member asked that we have a special board meeting to ratify the vote on a expenditure of this size.

Before calling for the vote, Director Ward asked if we used the appropriate bid process. Chief Buchanan indicated the he didn’t think that we needed to employ the standard bid process for an amount this small, but he would certainly check with our legal counsel. The Board of Directors expressed their enthusiasm for the work to be accomplished, but they wanted to make certain that our purchasing process meets the intent of the law. They provided a motion that would allow us to execute the agreement, as follows:

MOTION: Director Gates made a motion authorizing us to enter into an agreement with Pacific Office Automation for the Statement of Work, in the amount of $19,260 contingent upon obtaining the appropriate direction from legal counsel. The motion was seconded by Director Spinner and was approved by unanimous vote.

There being no further business to come before the Board, the Special Meeting was adjourned at 5:34 p.m.

Respectfully submitted,

JANET L. HUSTON
Division Chief of Administration
Statement of Work
Last modified: 10/25/2012

Siuslaw Valley Fire and Rescue,

This Statement of Work (this “SOW”) is made and entered into effective as of the date signed below by and between Pacific Office Automation, (“POA”), Siuslaw Valley Fire and Rescue. All capitalized terms, where not otherwise defined in this SOW, will have the meanings set forth in the Agreement. The "Bullet Pointed" areas are the specific areas of the Scope.

This SOW is attached to and incorporated into the IT Managed Services Agreement (the “Agreement”) by and between POA and Siuslaw Valley Fire and Rescue, and is subject to all of the terms and conditions of the Agreement. The SOW and the Agreement shall be construed consistent with one another; provided, however, to the extent there is a conflict between the terms of this SOW and the Agreement, the provisions of the SOW shall prevail.

Description of Work to be performed

Server/ Network Component installation: POA will install agreed upon customer supplied Server Model (SuperMicro sas743tq). Install/configure new server running Win 2008R2 and Microsoft SQL 2008 (used by Sybatech software & Firehouse software). In a separate SOW, a migration from existing mail system to Microsoft Office 365 Virtual Exchange Server. New Server & MS 365 to be provided by Pacific Office Automation, existing SuperMicro server and software to be purchased by Siuslaw Valley Fire and Rescue. POA will connect and configure server to existing network, load other specifically noted Applications, enable roles or features required by client environment, migrate legacy data from existing server(s) to new server and join office desktops/laptops to new existing SVFR.org Domain. Promote SuperMicro server to DC, utilizing new server as the database application server.

Step 1: 16 hours

- Install new DB Server running Win 2008 R2 & SQL 2008
  - Pre-configure with OS, RAID 5 HD configuration
- Configure SQL for applications: Sybatech, Firehouse
- Configure Server for Quickbooks
- Sybatech (mobile inspection software package) installed on new server and tested by Sybatech (recommended by Sybatech)
- Update Sybatech client at each desktop accessing application
- Load Firehouse on server (client responsible for providing licenses)
  - FIREHOUSE Support Line- 1-800-921-5200 x 2
- Migrate Firehouse data to HD
  - Test Firehouse
- Update Firehouse client at each desktop accessing application
- Install Quickbooks Enterprise on server
- Migrate files, test and update as needed.
- Demonstrate for client and make sure everything is functioning.
Step 2: 20 hours

- POA will install agreed upon customer supplied Server Model (Super Micro sas743tq) to be utilized as new Domain Controller
- Device is reformatted with Windows 2008 R2. *(Optional)*
- Mike Johnson 9 hours labor spent to date as of 10/24/12
- Marvin and Janet will be designated as the Domain Administrators of the new server
- User folders on existing server need to be moved to the new environment.
  - All folders and customer files on existing servers need to migrate to new server.
  - Existing desktops mapped to save work files to new server Drive: ?
  - Consolidate shared folder “pics on server” mapped drive and point users to new location on server.
- POA to assess if roaming profiles can be setup for 2-3 users (Janet will determine who needs them)
- Setup and reconfigure all shared drives that are consistent for all users.
  - Configure all network share permission’s (Janet will determine permissions hierarchy)
- Diagnose and repair all mapped network drives to prevent existing mapped drive disconnect issue.
- Created/Test (Active Directory) User accounts on new server
- Permissions will be set per the SVFR users including SVFR volunteer’s (Janet will determine permissions hierarchy)
- Device is set up as new Print Server. Konica drivers are loaded.
- Install N-Able on new Server and all workstations.
- Device is promoted as new DC

Email Migration: How many mailboxes? 20 mailboxes = $3000/migration + MS 365 Cost of $10/mo

For email Migrations, we need the following:
1. The usernames and passwords for their email.
2. The usernames and passwords for their desktops (if different)
3. The username and password for their Domain registry and
4. The username and password for their MX records if in a different place than the domain registry.
5. The username and password for any spam filtering.
6. The version of Outlook being used for each user (if applicable)
7. The names of all accounts they would like to have available.
8. The details of the migration. (All of the following MAY not be possible depending on the circumstances). Will it include?:
   a. Public folders
   b. Distribution lists
   c. Shared calendars
   d. Shared contacts

- New account created on behalf of Siuslaw Fire with MS Office 365 (Invoices come directly from MS in the future)
- MX Records identified and new MX records created for impending move.
- Existing mailboxes will be migrated to new SVFR.org exchange mail server, user by user, if supported by Vario from existing email DB on Vario hosted POP email service.
  - POA will issue and assist with email configuration on user’s iPhone.
    - SVFR to supply current email address, passwords and any special instructions for each mailbox. PST Files often kept resident on individual PC’s must be readily accessible.
  - New SVFR.org Exchange email addresses will be created for all users and if requested addresses for volunteer’s
o Setup and configure Exchange server functionality to allow email trigger scheduling for meeting rooms.
- Setup and configure Outlook email client and shared calendars on users' desktops (POA to determine if Outlook is installed on workstations and license's and versions are compatible and current

Additional System Changes: 20 hours

- Move existing users and cameras from Cisco 857w DSL router (frequently losing connection to internet) to existing Linksys 2700 Fiber router. 2 hours
- Rewire/Relocate network topology and network hardware as recommended by POA -8 hours
- Establish/Setup/Configure wireless network for user laptops: Do they have the Router or Firewall? -8 hours
- Reconfigure existing Deep Freeze application permissions and install on 3 additional computers. 3 hours

Description of Work to be performed

*Client is responsible for providing and paying for all media for software and software licenses, access keys, subscriptions, maintenance and support agreements, required for complete installation. POA will only install software in compliance with licensing and legal Terms and Conditions as provided by the software manufacturer.

The Scope of Work is based on standard installation procedures. All data migration, configuration, additional software applications, and connections to outside peripherals (tablets, mobile devices, printer/scanner devices, etc.) may incur additional expense unless noted in Agreement or SOW.

1. Unless otherwise noted in Agreement or SOW; POA makes no warranties, express or implied, on incoming devices. Should defects or flaws be noted within the first thirty (30) days, POA will make arrangements for necessary replacement components, as provided in any manufacturer warranty purchased by Client.
2. All Change Orders or Scope of Work alterations must be agreed upon by Client and authorized by POA representative, in writing.
3. Client must have support agreement(s) with outside Application vendors in order to load or manage any third party applications being loaded onto incoming systems. POA will make reasonable attempts to contact 3rd party vendors. Ultimately it is the responsibility of the client to enable communication between POA and Third party providers.

POA Representative(s)  Siuslaw Valley Fire and Rescue Representative

______________________________________  ______________________________________

______________________________________  ______________________________________

Date
Managed Services

Siuslaw Valley Fire and Rescue

NAME
2626 US 101
Billing Address

Florence Or 97439
CITY STATE ZIP

(541) 997-3212
TELEPHONE

NAME
Shipping Address

CITY STATE ZIP

J. Hunsaker

ORDER DATE: 11-4-12

<table>
<thead>
<tr>
<th>QTY.</th>
<th>ITEM#</th>
<th>TYPE</th>
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<tr>
<td>1</td>
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<td>Server 2012 Operating System for server #1</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Server 2012 CALs #1</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>SQL 2012 for server #1</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>SQL CALs #2 Client Access Licenses for each computer station</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Server 2012 to server #2</td>
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</tbody>
</table>

<table>
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<tr>
<th>Time and Materials For Upgrade/Standardization of Network</th>
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</thead>
<tbody>
<tr>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>Server 2012 Operating System for server #1</td>
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<td>Server 2012 CALs #1</td>
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<td>SQL CALs #2 Client Access Licenses for each computer station</td>
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<tr>
<td>Server 2012 to server #2</td>
</tr>
</tbody>
</table>

T&M Total

| Managed Services |
| EMail Hosting: $100./mo (10 emails) |

<table>
<thead>
<tr>
<th>QTY.</th>
<th>ITEM#</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS Office 365</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$10/ Mailbox/mo (10 mailbox to migrate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$200/ mailbox= $2000 migration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>62 total hours for project!</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 additional hours misc. (cameras, phones, settings ext.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| DESCRIPTION |
| UNIT PRICE | TOTAL |
| MS Office 365 | |
| $10/ Mailbox/mo (10 mailbox to migrate) | |
| $200/ mailbox= $2000 migration | |
| 62 total hours for project! | |
| 20 additional hours misc. (cameras, phones, settings ext.) | |

MS Total

Conditions of Sale, Contingencies, Special Terms or Comments

| Installation |
| Subtotal |
| Taxes |
| Due Now $19,260 |

MONTHLY PAYMENTS OF $100/mo.

By signing this Contract, Client acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an Integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire Agreement between Client and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

Customer Authorization

SIGNATURE

TITLE DATE

Approved by Pacific Office Automation

SIGNATURE

TITLE DATE

Page 1 of 2

POA 1.4 02/12
This IT Managed Services Agreement ("Agreement") dated this __ day of ___, 2012 (the "Effective Date"), is between Pacific Office Automation ("POA"), having its principal offices at 14747 NW Greenbrier Parkway, Beaverton, OR 97005, and ("Client"). Pacific Office Automation and Client agree as follows:

1. Term of Agreement. The Agreement is effective upon the date of signature and, unless otherwise stated herein, will remain in force for the term stated on this Agreement, and shall be automatically renewed for additional annual terms, unless either party shall give notice of cancellation between ninety (90) and thirty (30) days prior to the expiration of the initial term or any other term ("Renewal Term"). Client shall be liable for all costs of collection including reasonable attorney's fees incurred by POA to enforce its rights under this Agreement.

2. Fees and Payments. Client agrees to pay POA invoices within 10 days of receipt. Failure to pay invoices within 30 days of receipt may result in an interruption of service. Fees are noted on the Agreement. Fees may be adjusted on a quarterly basis to reflect an increase or decrease of hardware. A 10% change in hardware will automatically result in an adjustment in the fees. POA reserves the right to adjust costs by no more than six percent (6%) upon the commencement of any Renewal Term. Any and all services requested by the Client that fall outside of the terms of this Agreement will be considered "Projects" and will be quoted and billed as separate, individual services.

3. Taxes. The Client agrees to pay any applicable Federal, State, or local taxes that shall be added to invoices for materials or services rendered under this Agreement.

4. Coverage. Details of coverage are outlined on the first page of the contract. Costs to repair or replace hardware are not covered under the terms of this Agreement. Additional details of support and escalation can be provided upon written request. Services performed outside of standard business hours are not covered by this Agreement and are subject to additional fees. Any onsite service call requested by the Client where no service is necessary will be subject to standard chargeable fees.

5. Minimum Standards required for Services. In order to provide effective services under this Agreement, the Client environment must conform to the following:

- All servers with Microsoft Windows Operating must be running Windows 2000 Server or more recent version, and have all service packs and critical updates installed.
- All workstations (desktop or laptop) PCs with Windows Operating systems must be running XP pro or more recent version, and all service packs and critical updates installed.
- All server and workstation software must be genuine, licenced, and vendor supported.
- The environment must have a currently licensed, up-to-date and vendor supported server based anti-virus solution protecting all servers, workstations, and email.
- The environment must have a currently licensed, vendor supported, server based backup solution that can be monitored, and be able to issue notice of failures and successes.
- The environment must have a currently licensed, vendor supported hardware firewall between the internal network and the internet.
- All wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device allowing RDP and VPN access.

6. Cost required to bring Client's environment into compliance with minimum standards is not included in this Agreement.

7. Excluded Products and Services. Products and services NOT covered by this Agreement.

- Services on parts, equipment, or software not covered by vendor/manufacturer 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 third party vendor or manufacturer support or incident fees of any kind.
- The cost to bring the Client's environment into compliance with minimum standards for service.
- Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
- Service or repair made necessary by the alteration or modification of equipment other than that authorized by POA, including alterations, software installations or modifications of equipment made by Client employees or anyone other than POA.
- Maintenance of applications software packages, whether acquired from POA or any other source unless specified on this Agreement.
- Programming (modification of software code) and program (software) maintenance, except as specified on the front page of the contract.
- Any product or service not specifically provided on this Agreement.
- Training services of any kind.

7. Confidentiality. POA and its agents will not use or disclose Client information, except as necessary to or in conjunction with providing any contracted services. POA will use commercially reasonable methods to prevent the unauthorized use of Client's confidential information.

8. Governing Law. This Agreement shall be governed by the internal laws of the State of Oregon.

9. Severability. In the event any one or more of these provisions of this Agreement or any Appending or Exhibits hereto is held to be invalid, or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

10. Indemnity. Client acknowledges that by entering into and performing its obligations under this Agreement, POA will not assume and should not be exposed to the business and operational risks associated with Client's business. Client therefore agrees to indemnify, defend, and hold POA harmless from any and all third party claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of in any way related to the conduct of Client's business.

11. Liability. POA does not accept liability beyond the remedies set forth herein, including any liability for services not being available for use or for lost or corrupted data or software, or the provision of services and support. POA will not be liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party related to this Agreement. Client agrees that for any liability related to the purchase of products or services, POA is not liable or responsible for any amount of damages above the aggregate dollar amount paid by client for the purchase of services under this Agreement. If not specifically provided herein, POA makes no warranty of merchantability or warranty of fitness for a particular purpose. Client acknowledges that POA would not enter into this Agreement without these limitations on liability.

12. Rights and Interest. All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by POA during the course of performing the services shall belong exclusively to POA, and Client shall have no right or interest therein, other than as acknowledged in this paragraph. POA hereby grants to Client a non-exclusive, non-assignable, non-transferable license, solely for Client's internal business purposes, the object code form of any application software programs or other work product created by POA in performing the services, for use solely during the term of this Agreement.

13. Development Tools. POA will retain all right, title and interest in and to all software documentation, tools, know-how, algorithms, processes, technologies or algorithms used in providing the Services which are based on trade secrets or proprietary information of POA, or are otherwise owned or licensed by POA. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement.

14. Entire Agreement and Modifications. Each party acknowledges that it has read this Agreement and further agrees that the Agreement is the complete and exclusive statement of the parties and supersedes and merges all prior proposals, understandings, and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any Client request for proposal. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

### Response Times

<table>
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<tr>
<th>Service</th>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>Help Desk Response Time</td>
<td>&lt; 15 Minutes</td>
</tr>
<tr>
<td>Ave. Onsite Response</td>
<td>&lt; 3 Hours</td>
</tr>
<tr>
<td>Emergency Response</td>
<td>&lt; 4 Hours</td>
</tr>
<tr>
<td>Non-critical on-site</td>
<td>1-2 Days</td>
</tr>
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### Service Rates

<table>
<thead>
<tr>
<th>Service Rate</th>
<th>Rate</th>
<th>Contract Rate</th>
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</thead>
<tbody>
<tr>
<td>Standard Hours</td>
<td>7:30am - 5:30pm</td>
<td>Contract rate</td>
</tr>
<tr>
<td>After Hours Service</td>
<td>5:30pm - 11:30pm</td>
<td>Assessed*</td>
</tr>
<tr>
<td>Overnight Service</td>
<td>11:30pm - 7:30am</td>
<td>Assessed*</td>
</tr>
<tr>
<td>Holiday Service</td>
<td>11:30pm - 11:30pm</td>
<td>Assessed*</td>
</tr>
</tbody>
</table>

### Service Packages

- Basic: Includes installation of monitoring software on all devices along with alerts and available reports. Customer access to help desk support during normal business hours. All other work will be chargeable on an hourly basis, based on 15 minute increments.
- Proactive: Includes basic Services, Antivirus protection, patch management, Monthly HOD maintenance, automated remote mediation on common problems and remote server maintenance. All other work will be chargeable on an hourly basis, based on 15 minute increments.
- Managed: Includes all other listed services, including unlimited help desk support and onsite visits. Hosted email services, backup, or backup and disaster recovery (BDR) are not included. See Item 6 above for specific terms and exclusions.
From: "Jeremy Hunsaker" <Jeremy.Hunsaker@pacificoffice.com>
Date: Wednesday, November 07, 2012 9:24 AM
To: <janet@svfr.org>
Subject: Server

HP ProLiant ML350p Generation 8 (Gen8)

Jeremy Hunsaker
Account Executive
541-747-9396 Office
541-747-9454 Fax
541-997-3489 Florence
541-912-7335 cell