

MCMINNVILLE FIRE DISTRICT

Board of Directors' Meeting Agenda

April 11, 2024

Hybrid Meeting Location: Station 1, 175 NE 1st St, McMinnville

Microsoft TEAMS Meeting:

https://teams.microsoft.com/join/19%3ameeting_YzdjMDhjOWItNzQyNC00ZDhjLTgyZTgtYzhiMDhmMDUzNDQx%40thread.v2/0?context=%7b%22Tid%22%3a%222cd3e702-e1f3-489a-a055-8011e847c0d8%22%2c%22Oid%22%3a%2234e269a6-fcd2-4857-aa6f-4bd69dae7737%22%7d

This meeting is being recorded.

6:00 pm

AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL OF DIRECTORS**
- III. PLEDGE OF ALLEGIANCE**
- IV. CHANGES TO AGENDA**
- V. CONSENT AGENDA/ APPROVAL OF MINUTES**
 - a. Minutes from Regular Meeting 3/28/2024
- VI. FINANCIAL REPORT**
- VII. PUBLIC COMMENT (The President will call for statements from citizens regarding District business, not to exceed three minutes per person.)**
- VIII. BUSINESS- Action Required**
 - a. IT contract
 - b. Civil Service Board
- IX. OTHER BUSINESS- No action Required.**
 - a. Board Committee/liaison Reports.

- i. LOSAP
- ii. Branding
- b. Board Information Reports

X. INFORMATION ONLY

- a. Department Reports
 - i. International Association of Firefighters Local 3099
 - ii. McMinnville Volunteer Firefighters Association- President
 - iii. Fire Chief Report
 - 1. Budget Committee Members
 - 2. OSFM Staffing Grant
 - 3. Radio Project
 - 4. SCBA's
 - 5. Exec Session for negotiations
 - 6. Lafayette Agreement
 - 7. E-16
- b. Correspondence
- c. Informational Items
- d. Next Meeting – Thursday April 25, 2024, at 6:00 p.m.

XI. ADJORNMENT

McMinnville Fire District

Minutes of Board Meeting

Held via TEAMS Video Conference and at McMinnville Fire Station, McMinnville Oregon

Thursday March 28, 2024, at 6:00 p.m.

Directors:	<u>Present</u>	<u>Absent</u>
	Adam Garvin Ray Pratt	Brian Smith Dan Sparrow
	Josh Traff	

Also present were Fire Chief Reed Godfrey, Assistant Chief Amy Hanifan, Assistant Chief Scott Law, Donna Fleischman

Call to Order: President Garvin called the meeting to order at 6:03 p.m.

Changes to the agenda

3rd bid came in for IT
Minutes from 03/14/2024 meeting

Consent Agenda/Approval of Minutes:

Time: 6:04 (01:44)

Minutes from 03/14/2024 Meeting

Secretary Pratt made a motion and seconded by Treasurer Traff to approve minutes from March 14th meeting. Motion passed unanimously 3-0.

Financial Report: None

Public Comment: President Garvin called for statements from citizens regarding District business, not to exceed 3 minutes.

Janet Redmond, McMinnville Oregon – Made suggestions after reviewing the proposal for the strategic planning contract.

- *Suggest the board consider rural area be included in the input sessions, in particular past rural board members and possibly host session at grange hall.*

- *Ownership of the data – Advised should make clear that the District owns all data and it will be returned at conclusion of project.*
- *Additional station(s) - suggestion made to bring forward past location considerations.*

Business: Action

- a) Standards of Cover – scope of work and bid. Chief Godfrey mentioned there are 3 options for this. The Chief’s recommendation is to go with option 2, all inclusive, SOC and Business plan. Secretary Pratt would like to have removed the option of potentially contracting out the ambulance service. Garvin also agrees with option 2 and removing the ambulance subcontracting option. Also suggested language about results. President Garvin suggested July 1 as a marker for starting this process. Master plan is 10year vision for the District.

Treasurer Traff made a motion and seconded by Secretary Pratt to move forward with option 2 and to begin no later than July 1st. Motion passed unanimously 3-0.

- b) IT Bids for service – Bid 1, City of McMinnville, Bid 2, VC3, 3rd bid just received and would have an additional charge for firewall. We will need to supply our own internet. Recommendation from Chief Godfrey is option 2.

Tabled until next meeting. Bring back to include an exit clause.

- c) PERS – coverage agreement transitioning employees from city to district. This completes the process started in January. Board signatures are needed.

Other Business:

- a) Board Committee/Liaison Reports

I. LOSAP – No Report

II. Branding – No Report

- b) Board Information Reports: City passed final funding for mapping error.

Information

- a) Division/Department Reports

- I. International Association of Firefighters (IAFF) Local 3099
No Report
- II. McMinnville Volunteer Firefighters Association
No Report
- III. Fire Chief Report
 1. Administrative Director and Finance Manager update. Admin services director Michelle Teed starting April 15. Finance Manager Hunter Sams is starting April 9.
 2. Operational stats – This is a pull for Rural as well as City Response times for one month.
 3. Fire and Life Safety stats – 112 fire and life safety inspections. In January the focus will be on assisted living. Will also be focusing on education and getting into the schools long term.
 4. Website update – meeting to discuss current status.
 5. Volunteer Coordinator - liaison with administrators and volunteers. Chief Law will be managing this position. Richard Schoenthal has been appointed to this volunteer position.
 6. Department Photos – will be putting together a 150yr photos
 7. New Ambulance – ARPA fund ambulance. Sent mechanic and AO Godfrey to pick up the new medic. Now needs OHA licensing and radios installed. 3-4 thousand will be paid from district funds to bridge the gap that is not paid with the ARPA funds.

b) Correspondence: None

c) Informational items

- i. Board Leadership Class – zoom option included in board packet. SDAO also has some leadership tracks.

d) Next Meeting: Thursday April 11, 2024, at 6 p.m.

Meeting adjourned: Time: 6:55pm

Delete Archive Report Reply Reply all Forward Zoom R

Civil Service Commission Applicants General\All Employees (unrestricted)

You replied on Tue 4/9/2024 6:02 AM

DF Donna Fleischman
To: Reed Godfrey

Mon 4/8/2024 5:07 PM

Start reply with:

Leon Eichler
David Cochran
Mike Morris (did he make it in for his interview?)
Steve Rex
Kelly Vining
Kristen McGill

Heidi Vollmer
Jeff Keikkala

Donna Fleischman
McMinnville Fire District
Office Manager
503-435-5800
donna.fleischman@mcminnvillefiredistrict.org (**New**)

Reply Forward



VC3 Manage + Shield + Backups

McMinnville Fire District
175 NE 1st St
McMinnville, Oregon 97128

VC3
1301 Gervais St.
Suite 1800
Columbia, SC 29201
United States

Reed Godfrey
reed.godfrey@mcminnvillefiredistrict.org
503-435-5805

Prepared by: Kuma Adamafio
Senior Account Executive
kuma.adamafio@vc3.com

Reference: 20240322-091016591
Quote created: March 22, 2024
Quote expires: June 20, 2024

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
VC3 Manage - Full User 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning: Alignment with IT Best Practices, IT Budgeting, Technology Roadmap M365 License Management Vendor Co-Ordination Hardware, Software, Domain and License Procurement / Renewals	19	\$220.00 / month	\$4,180.00 / month for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Protect Shield (Add On) Cyber Aware Essentials - Cyber Security Training & Simulated Phishing Tests Dark Web Credential Monitoring Web Protection & Content Filtering Email Protection & Spam Filtering VC3 Security Team	19	\$21.99 / month	\$417.81 / month for 3 years
Protect Shield Cyber Aware Complete Upgrade Upgrades training catalog & simulated phishing tests.	19	\$2.00 / month	\$38.00 / month for 3 years
Web Protect Advanced Web & Content Filtering	37	\$2.50 / month	\$92.50 / month for 3 years
Endpoint Protect Endpoint Detection & Response (EDR) 24x7x365 SOC	37	\$15.99 / month	\$591.63 / month for 3 years
Rapid Data Recovery - 3TB Device (3yr commit)	1	\$0.00	\$0.00
Rapid Data Recovery - 3TB Capacity - Inf Retention	1	\$623.75 / month	\$623.75 / month for 3 years
SonicWall TZ370 NaaS Installation, Monitoring, and Management	1	\$253.57 / month	\$253.57 / month
Investing Where We Serve Promotion - 5 Laptops	1	\$0.00	\$0.00
VC3 Managed Services Onboarding	1	\$6,197.26	\$5,057.32 after \$1,139.94 discount
SUMMARY			
Monthly subtotal			\$6,197.26
One-time subtotal			\$5,057.32

Comments

Hardware Promotion Terms & Conditions

1. Company will provide Client with promotional hardware outlined in fees section.
2. Company will schedule installation of this promotional hardware during Client Onboarding project.
3. Promotion includes hardware, warranty from manufacturer and deployment and shipping costs.
4. Upon installation, Client assumes ownership and full responsibility for this hardware.
5. Company will provide support for hardware provided under the assumption the user using this hardware is covered by an agreement or order for Company to provide Managed IT Services on such hardware.
6. Company assumes Company RMM will be installed on this hardware to facilitate Company providing remote support to users.
7. Any support for users falling outside of this order will be provided on a Time & Materials basis at the rates outlined in the Master Agreement.
8. Client will be responsible for purchasing all other associated peripherals for hardware, including but not limited to, monitors, keyboards, mouse, docking stations.



Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Discovery & Deployment

Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:

1. Deployment of all services listed above.
2. Full documentation and inventory of your network
3. Best-practice configuration of the network for monitoring and management
4. Orientation and training for your staff
5. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
6. Implement performance monitoring of client's network prior to and during implementation.

24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

Foundational Protection

1. Deploy Endpoint Detection and Response (EDR) to all workstations and servers with Company RMM deployed.
2. Monitor workstations and servers with EDR installed via 24x7x365 partner SOC.
3. Deploy M365 Monitoring and Backup Solutions to Client M365 Tenant.
4. Continually monitor M365 tenancy.
5. Backup M365 (SharePoint, OneDrive, Teams & Exchange Online) 3 times a day.
6. Configure infinite retention on M365 backups.
7. Respond to incidents and service requests. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

Application Support

1. Provide support for client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
2. Microsoft Applications:

3. Term; Termination.

3.1 Term. The term of the Agreement shall continue from the effective date of the Order until the earlier of (a) expiration of the term of the Order or (b) termination of the Agreement as provided in the Agreement.

3.2 Termination for Breach. Either party may terminate the Agreement for material breach by the other party of the Agreement which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination.

3.3 Early Termination. The Parties acknowledge that early termination of the Agreement (i) by Company pursuant to Section 3.2 (Termination for Breach) or (ii) termination of the Agreement by Client for any reason other than pursuant to Section 3.2 will result in Company incurring damages difficult or impossible to ascertain. In the event of such occurrence, Company will be entitled to, and Client agrees to pay (not as a penalty), all fees due for the remaining term of the Agreement, in addition to any other amounts owed to Company under the Agreement.

3.4 Equipment / Software Removal. Upon termination of the Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned hardware, equipment or software is located) to enable Company to remove all Company-owned hardware (including HaaS Hardware), equipment and software from the premises (if any). If Client fails to grant Company access as described herein, or if any of the Company-owned hardware or equipment is broken or damaged (normal wear and tear excepted) or any of the software is missing, Company shall have the right to invoice Client for, and Client hereby agrees to pay immediately, the full replacement value of any and all Company-owned hardware, equipment and software (as applicable) located at Client's premises.

3.5 Survival. Expiration or termination of the Agreement for any reason will not release either party from any liabilities or obligations set forth in the Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

- b. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications. Microsoft Applications

Strategic IT Planning

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Protect Shield

1. Deployment & Implementation Services:

- a. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting:
 - i. Configure monitoring service to monitor corporate domains in scope.
 - ii. Configure up to five (5) personal email addresses to be monitored.
- b. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform. Company will configure initial and ongoing testing and training at a frequency determined by Client.
 - i. Whitelisting emails from the Cyber Aware server to maximize delivery rates.
 - ii. Maintaining active user list within the platform.
 - iii. Creating phishing campaigns targeting users on Client domain.
 - iv. Management of phishing campaigns monthly.
 - v. Creating training campaigns, educating users on Client domain.
 - vi. Management of training campaigns monthly.
 - vii. Providing phishing / training reports to Client.
- c. Provision **Email Protect** – Advanced Email Threat Protection platform.
 - i. Deploy Email protect to Client Microsoft 365 environment.
 - ii. Updating MX Records.
 - iii. Customizing Spam settings.
 - iv. Creating filter policies and approve/block sensor list items.
- d. Provision **Web Protect** - Advanced DNS/Web protection platform. Filters content accessible by employees when connected to the corporate network or using corporate devices:
 1. Deployment of agent to all devices with Company RMM deployed.
 2. Initial configuration of web and content filtering policy within the solution

2. General Managed Security Services

1. 24x7 Monitoring and Incident Response Services:

1. Provide 24X7 Incident response services for all included deployed services.
2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

4. 24X7 response to critical event driven Incidents.
 5. Utilize industry best practices for remote access, control and management of all devices.
3. **Quarterly Security Summary.** Includes a report of the activities that have taken place under this Order.

Managed Backups

1. Installation and Configuration:

- a. Install backup agents and initialize backups on all protected servers within the Client's environment.
- b. Perform an initial seed of the Client's backup data and will load that data into the cloud.
- c. Configure the cloud backups such that backups are performed per the backup retention schedule determined during implementation.
- d. Configure the backup monitoring to alert VC3 of backup failures.
- e. Perform an initial backup of all systems and will confirm that backups are performing as expected.

2. Backup Management:

- a. Monitor and maintain backups for the servers protected.
- b. Perform periodic updates to the backup software such as patches, and updates.
- c. Provide replacement components for failures that occur as a result of internal equipment defects or end of life for Company provided hardware. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire, hurricane or flood damage).

3. Disaster Recovery Plan

- a. Work with Client to identify and document backup requirements to form a Disaster Recovery Plan. This includes:
 - i. Servers to be backed up.
 - ii. Recovery Point Objective (RPO)
 - iii. Recovery Time Objective (RTO)
 - iv. Data Backup Plan
 - v. Automatic Daily Restore Testing.
 - vi. Disaster Recovery team
 - vii. Requirements of Data Recovery

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
2. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
3. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
4. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
5. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
6. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
7. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
2. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here:
<https://www.microsoft.com/licensing/docs/customeragreement>
3. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
4. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
5. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
6. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
7. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
8. Company is authorized to obtain any documentation or information regarding any and all accounts at all locations the Client may have with any telecommunications vendor. Company also has the authority to be added as an account contact and speak on behalf of the Client in negotiating services, billing, credits and/or connectivity of this Client's services with the Telecommunications company and/or vendor with the proviso that only the Client has authority to enter into contracts with any vendor or supplier.
9. Throughout the relationship between Company and Client, the Company will also make extensive use of Remote Management software. This software is used across all clients to monitor workstations and servers in real time. Company will also use this software to remotely connect and assist the Client's users when they have a technological problem if the user has an internet connection. In addition, endpoint protection software, ticketing, and asset management are managed through this software.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
3. Client is responsible for proper disposal of client-owned devices.
4. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
5. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
6. Client must assign Company as their Microsoft Partner of record.
7. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
8. Third party tool licensing may be required for additional cost.
9. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Invoicing

Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month.

Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to Company no fewer than 90 calendar days prior to expiration of the current active term.

Company will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed above

threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**
 - System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
 - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**
 - System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
 - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
 - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
 - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
 - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
 - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
 - Maintenance tasks, audits, or alignment work that is not requested by the client.
 - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
 - a. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours

a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

**INTERGOVERNMENTAL AGREEMENT FOR ENHANCED AMBULANCE
SERVICES TO THE CITY OF LAFAYETTE**

This Intergovernmental Agreement (the "IGA") by and between the McMinnville Fire District ("MFD") and City of Lafayette ("Lafayette") (MFD and Lafayette each a "Party" and, collectively, the "Parties") is entered into pursuant to ORS 190.010 (Cooperative Agreements) for the purpose of developing and implementing a program relating to enhanced ambulance service to Lafayette area.

RECITALS

- A. Whereas, MFD provides Ambulance services within the McMinnville Ambulance Service Area ("ASA2"), which includes Lafayette, Ambulance Service Area #2 and the McMinnville Fire District; and
- B. Whereas, the Parties desire to enhance the availability of Ambulance services within the ASA2 in and around the Lafayette area by deploying a paramedic single role ambulance from the Lafayette Fire Station. Ambulance will be staffed M-F 8:00- 7:00pm. When not staffed the ambulance will be kept in the station overnight for security; and
- C. Whereas, the MFD has qualified and trained Emergency Medical Services ("EMS") personnel and the equipment available to provide this service, and Lafayette has appropriate and secure quarters for both the apparatus and the personnel at its fire station located in Lafayette, Oregon; and
- D. Whereas Lafayette has an IGA with New Carlton Fire District (NCFD) to staff its fire department, manage operations and administrative duties; and
- E. Whereas, Oregon Revised Statutes (ORS) Chapter 190, authorizes units of local government, including cities and special districts, to enter into written agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform; and
- F. Whereas, the Parties intend to form an intergovernmental agreement and not an intergovernmental entity.

Now therefore, the parties agree as follows:

1. TERM

This IGA shall be effective as of the date this IGA is signed by all parties ("Effective Date"). This IGA shall remain in effect for three (3) years from the date signed and shall automatically renew for a further three-year period. Either party may terminate this IGA by providing the other party with ninety (90) days' written notice of termination.

2. RESPONSIBILITIES OF MCMINNVILLE FIRE DISTRICT

Beginning with the effective date, and for the duration of this IGA, MFD shall:

- a. Stage an Oregon Health Authority licensed Ambulance at the Lafayette Fire Station 24 hours a day. The Ambulance will be staffed with a minimum of one Oregon Certified single--role Paramedic provider and one Single-role EMT Monday- Friday from 8:00 am – 7:00 pm. MFD may staff the Ambulance with dual-role Firefighter/ Paramedic or dual-role Firefighter/EMT as they see fit to provide necessary staffing. The assigned personnel will assist with EMS-related training of NCFD employees and volunteer personnel while assigned to the Lafayette fire station and will assist with appropriate station duties at the direction of the LFD Chief.
- b. Provide the appropriate Training for assigned personnel, at the discretion of MFD.
- c. Provide appropriate IT infrastructure at the Lafayette fire station that will allow the MFD employees to remotely connect to EMS report writing software, McMinnville Fire District email, and other business-related programs.
- d. Provide for an appropriately sized EMS supply cache to be utilized by the ambulance and Lafayette Fire Department for restocking purposes.
- e. Will pay a monthly rent of five hundred dollars (\$500.00). Upon the commencement of the renewal term, monthly rent shall increase consistent with the rate of the consumer price index increase from the time of the Effective Date through the commencement of the renewal term.
- f. Shall reimburse Lafayette for any repairs due to negligence, recklessness, or damage beyond normal wear and tear as determined by Lafayette.
- g. Supply a refrigerator
- h. Help with upkeep in common areas of the station

3. RESPONSIBILITIES OF LAFAYETTE

Beginning with the effective date, and for the duration of this IGA, Lafayette shall:

- a. Provide secure facilities for the apparatus and personnel at the fire station in, to include at a minimum: one parking bay space, desk for computer in radio room, kitchen areas, and bathrooms. Such secure facilities for the apparatus and personnel may be for shared use with Lafayette employees and/or agents of Lafayette.
- b. Provide 2 parking spaces in either city lot or behind station 10.
- c. Perform all maintenance and upkeep of common areas of the station
- d. Provide all paper products for bathroom and station use.
- e. Provide garbage service, water supply, and internet connectivity.

4. REVIEW, DISPUTE RESOLUTION, EVALUATION, AND QUALITY ASSURANCE

The parties shall collaborate, as required, to deliver excellent patient care and customer service, and shall notify each other as soon as possible of incidents that affect the quality of service delivery under this IGA. Both parties will work diligently toward resolving any issues that may arise, for the mutual benefit of the parties. In addition, the parties shall jointly perform an annual evaluation of the effectiveness of the program. For the purposes of evaluating the program, the parties shall consider at a minimum: financial impacts / revenue, response times, unit availability, transport times, crew interoperability, and overall program success.

5. PERSONNEL

The personnel assigned to the Ambulance Unit by MFD shall at all times remain and be employed by the McMinnville Fire District, subject to the rules and regulations of McMinnville Fire District, notwithstanding that NCFD acting in its capacity as fire department Chief for Lafayette may provide for the day to day advice and support of that personnel under the terms of this IGA.

6. LIABILITY AND INDEMNITY

a. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, each party shall defend, indemnify and hold harmless the other party, and each of that second party's elected officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this IGA by the first party, including, but not limited to, any acts or omissions of the first party's officers, employees, agents, volunteers and others, if any, designated by the first party to perform services under this IGA; provided however that the first party shall not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely and proximately caused by the negligence of the second party.

b. This section does not confer any right to indemnity on any person or entity other than the parties, waive any right of indemnity or contribution from any person or entity, or waive any governmental immunity.

c. The obligations of the parties under this section will survive expiration or termination of this IGA.

7. GENERAL

- a. Relationship of the Parties. The relationship of the parties shall be that of independent contractors collaborating for purposes of the ALS Ambulance Program, and this IGA shall not make either party the agent or partner of the other or create any form of partnership or joint venture between the parties.
- b. Assignment and Amendment. Any changes to this IGA must be agreed to in writing by authorized representatives of each party to be effective.
- c. Notice. Any written notification required for this IGA shall be made to the following:

If to Lafayette:

Tim Jech
Fire Chief
P.O. Box 55
Lafayette, Oregon 97127

With a copy to

Branden Dross
City Administrator
P.O. Box 55
Lafayette, Oregon 97127

If to McMinnville Fire District:

Reed Godfrey Fire Chief
175 NE 1st Street
McMinnville, Oregon 97128

With a copy to

Adam Garvin
Board Chair
175 NE 1st Street
McMinnville, Oregon 97128

- d. Counterparts. This IGA may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- e. Authority. Each party represents and warrants that it is free to enter into this IGA and to perform each of the terms and conditions of the IGA.

McMinnville Fire District

CITY OF LAFAYETTE

By: _____
Adam Garvin

Its: Board Chair

Date: _____

ATTEST:

Reed Godfrey
Fire Chief

By: _____
Branden Dross

Its: City Administrator

Date:

ATTEST:

Tim Jech
Fire Chief