



**ASHE National Board E-Meeting Minutes
August 9, 2019**

<u>Present:</u>	<u>Name</u>	<u>Office</u>
	Michael D. Hurtt, PE	President
	Timothy W. Matthews, PE	First Vice-President
	Leigh B. Lilla, PE	Second Vice-President
	Thomas S. Morisi	Secretary
	P. Frank O'Hare, PE	Treasurer
	Richard N. Cochrane, PE	Immediate Past President
	Roger B. Carriker, PE	Mid-Atlantic Region Director
	David A. Greenwood, PE	Mid-Atlantic Region Director
	Frank J. Bronzo, PE	Great Lakes and North Central Regions Director
	Stan A. Harris, PE	Great Lakes and North Central Regions Director
	Donato DiZuzio, PE	Northeast Region Director
	Mark A. Kinnee, PE	Northeast Region Director
	Kathryn E. Power, PE	Northeast Region Director
	Scott H. Jordan, PE	Southeast and Rocky Mountain Regions Director
	Jason Hewatt	Southeast and Rocky Mountain Regions Director
<u>Absent:</u>		



ACTION TAKEN:

President Hurtt convened an e-meeting of the National Board on August 9, 2019 to approve the JM Server Solutions 2019 Hosting and Maintenance Proposal as attached and recommended by the Technology Committee. Motion by Hurtt to accept and approve the JMS 2019 Hosting and Maintenance Proposal, being retroactive to June 1, 2019; seconded by Cochrane. A period of discussion was held with the following comments/responses made:

- *Matthews Question:* It appears that the Agreement and the ASHE proposal changes for year 2019 document do not match. The agreement shows a new monthly charge of \$400 but the proposed changes show \$391.67. Question is which one is accurate? *JMSS Answer:* The proposal amount of \$400 is accurate. The changes document was provided as a convenience, but it appears I made a typo on the total. The amounts add up to \$400 a month.
- *Matthews Question:* Page 7: changes to the agreement will be “made in writing to the ASHE National Secretary or their designated appointee”. Should the board take action to identify the designated appointee given the conflict of interest here? *Answer:* The designated appointee should be the ASHE National President.
- *Matthews Question:* Page 7: “EARLY TERMINATION: ASHE must pay out the remainder of the contract in one lump sum if they choose to terminate the contract before the agreement is over. EXCEPTION: Should JMSS not fulfill the terms of the contract and an agreement cannot be made, ASHE has the option to provide 30 days’ notice to terminate this agreement:” how is “agreement” defined here? Dispute resolution?? *JMSS Answer:* This clause was changed last year at the request of the board. An agreement would come from some sort of dispute resolution, should ASHE be of the belief that I did not fulfill my side of the deal.
- *Matthews Question:* I think we should add language that states JMSS should provide notice within 60 days of contract end date to the National Board with either a request to extend contract, renew with revised terms, or JMSS desire to not renew etc. *JMSS Answer:* I don't think that is necessary. This year being the exception, I've always provided a new proposal well before the agreement expiration date.
- *Matthews Comment:* Further, I am really concerned that it has taken this long to realize that the agreement had expired and we have been asked to renew and pay an increase in cost retroactively with no time to study this change and determine if we should explore other options.

President Hurtt called for the vote and the motion was approved with Morisi abstaining.

The voting completed, President Hurtt adjourned the meeting on September 1, 2019.

Respectfully Submitted,

Thomas S. Morisi
National Secretary



J.M. SERVER SOLUTIONS

HOSTING AND WEB SERVICES

PROPOSAL FOR WEB/APPLICATION HOSTING AND MAINTENANCE FOR THE AMERICAN SOCIETY OF HIGHWAY ENGINEERS

#201906-01P

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Introduction

The purpose of this proposal is to continue the agreement between the American Society of Highway Engineers (also referred to as “ASHE” or “client”), and J.M. Server Solutions, LLC (also referred to as “JMSS” or “provider”) for hosting and support services for a period of one year beginning June 1, 2019.

This ongoing agreement provides hosting services to ASHE as well as a designated number of support hours which is explained herein. This project, which started in 2010, is an integral part of the ASHE operations and J.M. Server Solutions remains fully dedicated in providing the best possible service for an affordable rate.

About our Company

J.M. Server Solutions was founded in 2011 with a vision to provide server hosting and other technology related services to the local and national areas. From the beginning, we have had a single mission to provide these services at the highest quality and at an affordable price. Since we are a small business, we are able to easily stick to our mission while maintaining our quality of service.

Our company is a PA registered and licensed Limited Liability Company. Our headquarters are located in Johnstown, Pennsylvania. The business is a PA COSTARS contract registered small business.

Datacenter Information

Our datacenter is hosted courtesy of Amazon Web Services. They provide the ability to host our servers securely and protect them from all failures. Our servers are hosted on the west coast with the ability to fail over to a different datacenter located elsewhere in the United States. The West Coast also avoids the high traffic networks in the East. Our data is securely hosted in the same datacenter as some of the largest companies in the world.

We maintain a secure VPN link with the datacenter for management purposes. This allows us to manage our servers, while also providing us with real-time alerts of failures and other events. Our servers are also scalable, meaning when more space is needed, it can be added easily.

Description of Scope

The purpose of this proposal is to continue the hosting and support agreement for another calendar year. The definitions are as follows.

Hosting

The hosting shall include space on a secure, dedicated server. The space shall expand as needed as ASHE grows. No ownership of physical hardware is granted through this agreement.

The hosting is for the National Membership Database, ASHE Cloud, and for ASHE National, Region and Section websites. This definition is open for modification only when a separate agreement demands other data be hosted on this server.

ASHE websites will have their own control panel in which they can monitor and control every aspect of their individual site. The default limitations for these sites shall be as follows:

5GB Storage

20GB Monthly Bandwidth Transfer

5 FTP Accounts

20 Email Addresses

5 Databases

5 Parked Domains

These limitations can be modified on a case-by-case basis within reason. As per ASHE motion passed in 2013, individual regions and sections must contract directly through JMSS for any additional storage needs.

Hosting/Website Support

For the purposes of this agreement, the only support provided for websites or the hosting accounts is the creation of hosting accounts as needed. All other website support and maintenance is on a time and materials basis contracted with the specific Section or Region at the prevailing rate.

Support - Database

The definition of support differs between various applications and agreements. This definition is unique to this agreement. Support agreements are not time and materials based.

J.M. Server Solutions will provide one year of support for this agreement. This support includes the following:

- Repair of Database Malfunctions and Bugs
- Database Field Additions and Subtractions
- Minor Database Customization
- Minor Report Customization
- Section and Region Addition and Subtraction
- Password and Help Requests
- Data Import from CSV as necessary
- Needed Server-Side Software Updates

A representative from the Provider will be available to attend either the ASHE National Board Executive Committee or the Database Committee meetings at the request of the ASHE National President for the purposes of updating the Committee on database progress and any needs (see travel section).

These definitions are custom for this agreement. Therefore, descriptions and price quotes on our corporate website may not reflect those in this agreement.

The ASHE Membership Database and any associated customized software developed at the expense of ASHE will remain the property of ASHE.

JMSS will notify ASHE of downtime and potential changes before they occur. It is the responsibility of ASHE to provide JMSS with a mailing list.

JMSS will maintain contact with the ASHE National Secretary. All communication with the Provider will be conducted through the National Secretary or their designated appointee who will direct the Provider on behalf of ASHE.

Support – ASHE Cloud

The ASHE Cloud is a one of a kind, unique, service that should be supported as such. The Cloud is designed to act as a password protected file server providing ASHE a centralized repository for all files. During the term of this agreement the Cloud will be fully functional and the support part of this agreement will be tailored to that. Support for the ASHE cloud will include the following:

- Setup of the Workspaces as defined by the Cloud Committee
- Customization of settings to suit the needs of ASHE
- Participation in meetings, webinars, etc.
- Participation in presentation at the ASHE National Conference
- Training of the Committee to set up usernames, passwords, and permissions.
- Current storage for the cloud is capped at 50GB.
- Needed server-side software updates
- Assist Cloud Committee Chair with the initiation and Support of a Cloud User Group
- Daily incremental and weekly full backups of files stored locally and transferred to a different Datacenter nightly, with a retention policy of five daily backups and four weekly backups.

A representative from the Provider will be available to attend either the ASHE National Board Executive Committee or the Cloud Committee meetings at the request of the ASHE National President for the purposes of updating the Committee on Cloud progress and developments (see travel section).

JMSS will also maintain contact with the ASHE Cloud Committee. All communication with the Provider will be conducted through this Committee who will direct the Provider on behalf of ASHE.

Reporting

JMSS will provide a report of activities to the ASHE Technology Committee or Board Members as requested, so as to maintain open lines of communication and transparency.

Travel

At the discretion of the National President, JMSS will travel to two National Board meetings, outside of the National Conference, for the purposes of updating the National Board on Provider activities, as well as the progress of all current projects. JMSS will also meet with the respective committees involved with the projects at hand in order to maintain adequate and proper lines of communication with ASHE. ASHE will reimburse JMSS for (1) one night of accommodations (at the ASHE negotiated rate), meals, and transportation expenses (if applicable) up to a maximum \$500.00 per occurrence for the contract term.

Proposed Cost

The itemized cost breakdown is as follows:

Hosting

ONE YEAR \$1,850.00

Support - Database

ONE YEAR \$1,350.00

Support – ASHE Cloud

ONE YEAR \$700.00

Backup – ASHE Cloud/Hosting

ONE YEAR..... \$900.00

Domain – ashe.pro

ONE YEAR..... \$40.00

TOTAL AGREEMENT \$4,840.00

The monthly cost of this agreement is \$400.00 with the domain payable upon renewal.

Contract term is June 1, 2019 to May 31, 2020.

Upon signature of agreement a payment of \$800.00 will be due and will cover the first two months service (June and July).

Remaining bills will be generated on the last day of the month for that month. For example: August’s bill will be generated on August 31st for August’s services.

Terms and Conditions

This hosting contract is leasing space on a server owned by J.M. Server Solutions. By signing the contract that is linked to this proposal, there is no transfer of ownership.

The signature of the contract that is associated with this proposal, is accepting the terms for a period of one year. EARLY TERMINATION: ASHE must pay out the remainder of the contract in one lump sum if they choose to terminate the contract before the agreement is over. EXCEPTION: Should JMSS not fulfill the terms of the contract and an agreement cannot be made, ASHE has the option to provide 30 days' notice to terminate this agreement. ASHE will then pay the prorated amount (or receive an invoice credit) of services rendered to that date.

SLA: JMSS will respond to queries submitted by phone, electronic mail, or other viable communication in a maximum of 48 hours. Should services beyond the terms of this agreement be required as a result of this communication, a contract change request including cost and time estimate will be communicated to the client.

This contract can be changed after signing by either party only by the filing a contract change request. Changing the contract may involve additional costs depending on the change and will require approval by the National Board.

The terms and conditions for this contract are valid for the term of the agreement. Any changes will be made in writing to the ASHE National Secretary or their designated appointee thirty (30) days prior to the change.

ASHE will continue to keep the small "powered by" footer on the database and cloud interface throughout the term of this contract.

Questions should be made in writing to J.M. Server Solutions via email at jmorisi@jmserversolutions.com.

J. M. Server Solutions is a limited liability company operated in Johnstown, Pennsylvania. All logos, designs, and software bearing its name shall remain property of the company. This property shall not be used, duplicated, or re-branded without prior permission.

Acceptance of Proposal

To signify acceptance of this proposal both parties must sign **Contract Number: 201906-01.**



J.M. SERVER SOLUTIONS
HOSTING AND WEB SERVICES

Proposal #201906-01P