

City of Delray Beach

AWS, Tenant SLA

Service Level Agreement
Feb 01, 2023 – Jan 31, 2026

November 23, 2022

ROK  **TECHNOLOGIES**

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1 Introduction

Businesses today are faced with the growing challenge of supporting end-user access to complex applications from a variety of locations, devices, and methods. Coupled with the fact that all organizations today require "Enterprise-Class" computing functionality, internal IT resources are pushed to their limits, often struggling to meet the service levels demanded by the business.

To help City of Delray Beach ("**Client**") address these diverse needs, ROK Technologies ("**ROK**") provides GIS Managed Services that offer a flexible suite of extended maintenance and premium support offerings designed to:

- Proactively reduce the risks of costly downtime
- Ease resource and skillset constraints
- Simplify management
- Optimize system performance
- Improve productivity, security, compliance, and return on investment

This Managed Level Agreement or "**SLA**" will provide City of Delray Beach with access to trained and certified experts that can help thoroughly resolve pressing issues in a timely fashion and, thereby, aid City of Delray Beach in achieving its business objectives. In this manner, City of Delray Beach gains the benefit of a single point of accountability.

With fixed cost and flexible options for GIS Managed Services, ROK Technologies provides consistency and ensures City of Delray Beach is receiving the optimal benefit from its investments. ROK Technologies is honored that City of Delray Beach has chosen to invest in ROK Technologies and is committed to helping City of Delray Beach maintain the health and efficiency of its valuable IT resources.

2 Reactive Support

Reactive Support provides the services necessary to respond to and resolve support incidents reported by City of Delray Beach as they arise. ROK's goal is to quickly resolve incidents before they significantly affect business continuity. Typical incidents include, but are not limited to, the following:

- A system down condition in which system operation is disrupted or severely hampered
- Poor system performance that is impeding system and application operation
- Loss of connectivity to internal networks or Internet services
- An inability to access data residing on an external storage device

The scope and terms of ROK's Reactive Support services are described below in the following sections.

2.1 Scope of Service

The scope of ROK's Reactive Support services includes the tracking and management of customer-reported incidents, diagnosis and remediation of reported incidents, and assistance with system changes to the AWS environment and the installed Esri Commercial off-the-shelf software ("**Esri COTS**"). The specific tasks associated with these activities are as follows:

2.1.1 Incident Tracking

1. Receive and respond to incidents reported by the City of Delray Beach in accordance with the service levels defined later in this document.
2. Record and track each incident in ROK's ticket management system.

3. Periodically report the current status of the incident to designated Client personnel.
4. Communicate the steps taken to ultimately resolve the incident.

2.1.2 Problem Diagnosis and Remediation

1. Collect information from City of Delray Beach regarding the nature of the incident, the circumstances under which the incident occurred, and its current and potential impact.
2. Investigate potential causes of the incident and diagnose the root cause where possible, drawing upon currently installed diagnostic tools as required.
3. Identify potential remedies for the incident based on the results of problem diagnosis.
4. Apply and test possible fixes in a systematic fashion until the incident is resolved or otherwise closed.
5. Engage vendor support as required to assist in troubleshooting and resolution and continue to manage the incident through to completion.

2.1.3 Configuration Assistance

1. Collect information from City of Delray Beach regarding the scope of the change requested, the motivation for the change, and the expected results.
2. Investigate the potential impact of the change, in terms of desired results and unintended consequences.
3. Determine the steps necessary to implement the change while mitigating risk.
4. Recommend a course of action to City of Delray Beach.
5. Upon authorization by City of Delray Beach, implement changes in accordance with the plan of action.
6. Record the change in accordance with City of Delray Beach's change management processes.

2.1.4 Esri COTS Application Upgrades and Patches

1. Upon request, ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.
 - a. ROK will communicate critical upgrade and patching opportunities for Esri COTS. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service.
2. Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by City of Delray Beach. Managed Services hours will be consumed for this effort.

2.1.5 Customer Support

Customer Support: Tickets can be submitted 24 hours a day, 7 days a week via the **Client** portal which will be provided after execution of contract. Support tickets can also be called in 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract.

2.1.6 Third Party Integrations

One of the benefits of having a managed service provider is that you'll always have a cloud-GIS expert on your side. This can be particularly beneficial when it comes to the complexities of integrating your GIS system with other third-party products. ROK's role in assisting you with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our customers
- Configuring the ArcGIS platform for integrations, as specified by the selected third party

3 Proactive Support

Proactive Support includes the administrative services necessary to maintain the supported equipment in working condition and protect the data stored thereon. The primary goal of ROK's Proactive Support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. ROK Technologies shall render these services continuously over the life of the engagement, with most tasks occurring on a periodic basis with predetermined frequency. The scope, deliverables, and terms of ROK's Proactive Support services are described below in the following sections.

3.1 Scope of Service

The scope of ROK's Proactive Support and specific tasks associated with these activities are as follows:

3.1.1 Dedicated Client Success Manager

ROK's primary goal is to provide City of Delray Beach with flawless service, becoming an extension of City of Delray Beach's technical team of experts. Serving as City of Delray Beach's single point of contact, ROK Technologies assigned City of Delray Beach Success Manager's primary responsibilities shall include:

- Understanding City of Delray Beach's business needs
- Managing City of Delray Beach's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Quarterly business review (QBR)

3.1.2 Proactive Support Services

ROK Technologies will provide resources skilled in the planned activities on the given month to help accomplish the objectives outlined during the planning session. City of Delray Beach and ROK Technologies realize these objectives will vary and change from month-to-month based on the current business needs and objectives. The ROK Technologies CSM will work with Client prior to resource scheduling to ensure proper skillset alignment to the current need. Note: Scheduling is subject to resource availability.

- **OS Updates and Patches** | ROK's Managed Services takes care of all your OS patching activities to help keep your resources current and secure. When updates or patches are released from your OS vendors our team applies them in a timely and consistent manner to minimize the impact on your business. Critical security patches are applied as needed, while others are applied based on the patch schedule you request.
- **Aggressive Monitoring** | ROK Managed Services monitors the overall health of your infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.

- **Back Up and Retention | BACKUP FREQUENCY:**

Back Up and Retention Duration		
Frequency	Time	Retention Duration
Daily	Every 12 hours	1 Month
Monthly	1 st Full VM Snapshot of the Month	12 Months
SQL Server		
Frequency	Time	Retention Duration
Daily	4 times daily	1 Month
Monthly	1 st Full SQL Backup of the Month	12 Months

- **Security Management** | ROK protects your information assets to help keep your Cloud infrastructure secure. With anti-malware and anti-virus protection, intrusion detection, and intrusion prevention systems, ROK's Team manages security policies per stack, and can quickly recognize and respond to any intrusion.

3.1.2.2 Customer Support

1. **Customer Support.** Tickets can be called in 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Customer Service Portal. Contact emails and Customer Service Portal information will be provided following execution of contract.
2. **Coverage Hours.** Live Support is available 8am to 5pm EST M-F ("**Support Hours**").
 - a. **Customer Service Portal ("Portal"):** ROK will provide to City of Delray Beach unlimited access to Portal support. City of Delray Beach will report Malfunctions by accessing the Portal and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK's Support Staff ("**Support Staff**") will be assigned and City of Delray Beach will be contacted within in a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to City of Delray Beach for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to City of Delray Beach's reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.
 - b. **Telephone Support Service:** ROK will provide to City of Delray Beach unlimited access to 24/7 Telephone Support ("**Telephone Support**") via a toll-free number. City of Delray Beach will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and City of Delray Beach will be contacted within the timeframe defined by the severity of the Malfunction. In the event a Malfunction, the on-duty Support Staff will be assigned and will contact City of Delray Beach within sixty (60) minutes of the original call. If the Support Staff member handling a certain request is unable to provide adequate assistance to City of Delray Beach for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to City of Delray Beach's reasonable satisfaction.

3. *Severity of Malfunctions.* ROK will correct Malfunctions as provided herein. “**Malfunction**” shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction Severity classifications are as follows:
- a. Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.
 - b. Severity Level 2: A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with City of Delray Beach’s use of the Services, for the entire company or large groups of users.
 - c. Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on City of Delray Beach’s use of the Services and for which an acceptable circumvention is available.
 - d. Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.
4. *Correction of Malfunctions.* ROK will correct Malfunctions as provided herein. “**Malfunction**” shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:
- a. Report of Malfunction. With respect to a report of any Malfunction, City of Delray Beach personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.
 - b. Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a “Critical Malfunction”) cannot be corrected to City of Delray Beach’s reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to City of Delray Beach of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two (2) hours until the Critical Malfunction is resolved.
 - c. ROK's Level of Effort. ROK will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two (2) days ROK will work continuously, during normal ROK working hours, try to resolve any Severity Level 1 or 2 Malfunction. ROK and City of Delray Beach will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.
 - d. Action Required from ROK. For a Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the City of Delray Beach staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable and will seek to establish with City of Delray Beach

a mutually agreed schedule for the correction to be provided.

Service/Activity	Service Level	Service Level Credit
Availability of the Services	Failure to comply with the Customer Support requirements outlined in section 3.1.2.2	10% of the monthly charge for the month of the failure.
Restore Time	In the event of unscheduled downtime caused by ROK Technologies, the system shall be restored and fully operational within four (4) hours. If the event is caused by an employee of City of Delray Beach, ROK will work to restore the environment within the 4-hour window and will communicate the action plan and updates to City of Delray Beach throughout the restoration. No penalty to ROK will be applied if downtime is caused by an employee of City of Delray Beach or City of Delray Beach Configurations, as defined in Section 8 below.	Should the action caused by ROK and lead to downtime in excess of 4 hours, City of Delray Beach shall receive credit for 10% of the monthly charge for the month of the failure.

4 Assumptions

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

1. ROK Technologies shall primarily render Reactive Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
2. City of Delray Beach shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

5 Scheduling

As part of these offerings, ROK Technologies will conduct proactive scheduling with City of Delray Beach. As scheduling changes arise, City of Delray Beach shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make a best effort to accommodate special requests.

6 Change Control Policy

As ROK Technologies and City of Delray Beach collaborate on this Service Level Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that City of Delray Beach would like to discuss the addition or subtraction of specified, agreed upon services, City of Delray Beach will submit a Service Request to ROK. City of Delray Beach's ROK Technologies Account Manager will make contact within one (1) business day to review or schedule a review of this request.

Client or ROK may request changes that would increase or otherwise modify this SLA. Such changes or additional services must be in accordance with the City of Delray Beach Code of Ordinances and Purchasing Policy and must be contained in a written amendment to this SLA executed by the Parties hereto prior to any deviation from the scope herein described. While this need might be identified by a member of City of Delray Beach's team or a member ROK's team, ROK's Project Manager will maintain written documentation of any requested changes to this SLA and all communication related to such of the change(s), ROK will provide such documentation to the City of Delray Beach's designated point of contact upon request. ROK and City

of Delray Beach shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected and shall enter into a written amendment to this SLA if accepted.

7 Disclaimers

In addition to the disclaimers and limitations set forth in the MSA, City of Delray Beach understands and agrees as follows with respect to the Managed Services rendered hereunder:

ROK is not responsible for the loss of data caused by the action(s) of City of Delray Beach. Any warranty or service contract does not cover infection of any system with a virus introduced by City of Delray Beach. All work necessary for ROK to remove a virus will be billed to City of Delray Beach. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, response times, and Service Level Credits set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by any factor set forth in Section 9(c) of the MSA, Client, any employee, vendor or other agent of City of Delray Beach, or any system configuration under City of Delray Beach's exclusive control (for example, where applicable, external VPN, external authentication, external access management, external environment peering, or City of Delray Beach's specialized non-standard system software) (collectively, "**Client Configurations**"). ROK disclaims all responsibility for City of Delray Beach Configurations and City of Delray Beach assumes sole liability for any problem or error caused by the same.

8 Service Level Agreement Support Matrix

SLA Response Time

	1st response	2nd response	Follow/Update	Final
1 - Critical	< 1 hr	< 2 hrs from 1st response	every 2 hrs until closed	closed
2 - High	< 1 hr	< 2 hrs from 1st response	< 2 hrs from 2nd response*	closed
3 - Medium	< 4 hrs	< 8 hrs	as needed*	<16 hrs closed
4 - Low	< 8 hrs	as needed*	questions/feedback	<16 hrs closed

hrs are within business day

**a solution and timeline will be agreed upon with the client*

SLA Definitions

	High Impact <i>problems that render services inoperative, causes significant interruption, or data loss</i>	Medium Impact <i>causes services to be intermittent or disrupted, which interferes with business</i>	Low Impact <i>causes the services not to function in accordance specs, with only minor impact</i>	None <i>general questions and issues, and other lesser malfunctions</i>
High Severity entire company is affected	1 - Critical	2 - High	3 - Medium	3 - Medium
Medium Severity departments or large group of users affected	1 - Critical	2 - High	3 - Medium	4 - Low
Low Severity individual or a small group is affected	2 - High	3 - Medium	4 - Low	4 - Low

Acceptance & Integration with MSA

This Service Level Agreement constitutes the full agreement between ROK and City of Delray Beach for the Managed Services described herein.

Upon execution by the Parties, this Service Level Agreement or "SLA" shall become a Statement of Work, or "SOW" issued under, integrated with, and governed by the Master Services Agreement between the Parties. Capitalized terms not defined in this Service Level Agreement shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SLA and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SLA and enter into this Agreement on behalf of their respective organizations.

The Managed Services hereunder are billed Annually. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.

Name	Server Name	Qty	ENV	Uptime %	OS Storage (GB)	Data Storage (GB)	Server Size
Proactive Managed Services							
Reactive Managed Services							
Citrix Seat		6					
AWS - Active Directory		1					
AWS - ArcGIS Portal		1	PRD	100	100	150	4 vCPUs 16GB RAM
AWS - ArcGIS Relational DataStore		1	PRD	100	100	150	4 vCPUs 16GB RAM
AWS - ArcGIS Server		1	PRD	100	100	150	4 vCPUs 16GB RAM
AWS - Citrix Connector		1	PRD	100	100	150	2 vCPUs 8GB RAM
AWS - Citrix Server		1	PRD	100	100	250	8 vCPUs 32GB RAM
AWS - File Server		1	PRD	100	100	500	2 vCPUs 8GB RAM
AWS - SQL Server		1	PRD	100	100	300	4 vCPUs 32GB RAM
AWS - Web Server		1	PRD	100	100	30	2 vCPUs 4GB RAM
AWS - S3 Bucket - 1TB		1					
Monthly Cost							\$6,378.00
Term							36 months
Annual total							\$76,536.00

Pricing based solely on the Cloud environment outlined. Infrastructure needs will be reviewed ongoing. Should City of Delray Beach require a change in resources and/or require additional managed services that differ from those listed, ROK Technologies, will work with City of Delray Beach to determine the hardware changes needed, and the associated costs/savings. All changes will be accepted in writing via signed amendment before being executed. Payments are due 30 days from receipt of invoice non-payment after 60 days will result in suspension of service.

The term of this SLA shall begin on 02/01/2023 and expire in 36 months. Termination of this SLA shall be governed by Section 7 of the MSA.

Term of SLA: 36

SLA Start Date: 02/01/2023

SLA End Date: 01/31/2026

Payment Option: Annually

IN WITNESS WHEREOF, the City and ROK Technologies, Inc. executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

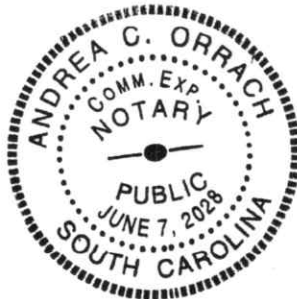
ROK TECHNOLOGIES, LLC.

By: Carey Jenkins
Print Name: Carey Jenkins
Title: Account Executive

(SEAL)
STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of January, 2023, by Carey Jenkins (name of person), as Acct Executive (type of authority) for ROK Technologies (name of party on behalf of whom instrument was executed).

Personally known ☐ OR Produced Identification ☒
Type of Identification Produced SCDL



Andrea G. Orrach
Notary Public – State of South Carolina