ROK TECHNOLOGIES

THE TOWN OF PALM BEACH AWS, GIS Managed Services Agreement

Service Level Agreement 2021-2022

Version 2 | March 31, 2021

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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 THE TOWN OF PALM BEACH address these diverse needs, ROK Technologies provides GIS Managed Services Agreements 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 Services Agreement dated March 31, 2021 will provide THE TOWN OF PALM BEACH ("THE TOWN OF PALM BEACH") with access to trained and certified experts that can help thoroughly resolve pressing issues in a timely fashion and, thereby, aid THE TOWN OF PALM BEACH in achieving its business objectives. In this manner, THE TOWN OF PALM 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 THE TOWN OF PALM BEACH is receiving the optimal benefit from its investments. ROK Technologies is honored that THE TOWN OF PALM BEACH has chosen to invest in an ROK Technologies and is committed to helping THE TOWN OF PALM 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 THE TOWN OF PALM 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 THE TOWN OF PALM 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 THE TOWN OF PALM BEACH personnel.
4. Communicate the steps taken to ultimately resolve the incident.

2.1.2   Problem Diagnosis and Remediation

1. Collect information from the THE TOWN OF PALM 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 THE TOWN OF PALM 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 THE TOWN OF PALM BEACH.
5. Upon authorization by THE TOWN OF PALM BEACH, implement changes in accordance with the plan of action.
6. Record the change in accordance with THE TOWN OF PALM 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 THE TOWN OF PALM BEACH. Managed Services hours will be consumed for this effort.

2.1.5   Customer Support

1. Customer Support: Tickets can be submitted 24hrs a day, 7 days a week via the THE TOWN OF PALM BEACH portal which will be provided after execution of contract. Support tickets can also be called in 24hrs a day, 7 days a week via the toll-free number which will be provided after execution of contract.
2. Coverage Hours: Live Support is available 8am to 8pm EST. Support taking place after 8pm EST is subject to an uplift charge of 20% + hourly rate.

2.2   Terms of Coverage

ROK Technologies shall provide a combined 10 hours of reactive and proactive hour each month beginning upon completion of THE TOWN OF PALM BEACH's migration and expiring 12 months. As such, THE TOWN OF PALM BEACH shall be invoiced monthly per THE TOWN OF PALM BEACH's request.

ID	Item(s)	Qty	Additional Details
1	Reactive Support	5	Invoiced monthly

Reactive Support hours shall be invoiced on a monthly basis in the amount described. At the conclusion of a given calendar quarter these hours will be reviewed and can be adjusted to accommodate the changing needs over time.

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 THE TOWN OF PALM BEACH Success Manager

ROK's primary goal is to provide THE TOWN OF PALM BEACH with flawless service, becoming an extension of THE TOWN OF PALM BEACH's technical team of experts. Serving as THE TOWN OF PALM BEACH's single point of contact, THE TOWN OF PALM BEACH's THE TOWN OF PALM BEACH Success Manager's primary responsibilities shall include:

- Understanding THE TOWN OF PALM BEACH's business needs
- Managing THE TOWN OF PALM BEACH's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Proactively scheduling the delivery of THE TOWN OF PALM BEACH's Proactive Support services outlined in section 3.2, "Proactive Support Terms of Coverage"
- Quarterly business review (QBR)

3.1.2   Proactive Support Services

THE TOWN OF PALM BEACH shall receive a combined 32 hours of Proactive and Reactive Support per month. These hours shall be consumed toward (but not limited to) the completion of the tasks outlined in section "Proactive Support Activities".

3.1.2.1   Proactive Support Activities

ROK Technologies will provide resources skilled in the planned activities on the given month to come to help accomplish the objectives outlined during the planning session. THE TOWN OF PALM 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 THE TOWN OF PALM BEACH   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.

- **Incident Management** | 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 hr 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	2 Weeks
SQL Server		
Frequency	**Time**	**Retention Duration**
Daily	4 times daily	2 Weeks

- **Security Management** | ROK protects your information assets to help keep your Cloud infrastructure secure. With anti-malware 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 24hrs 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.
3. **Coverage Hours:** Live Support is available 8am to 5pm EST M-F ("Support Hours"). Support taking place outside of these hours is subject to an uplift charge of the hourly rate + 20%.

a.   Customer Service Portal ("Portal"): ROK will provide to Client unlimited access to Portal support. Client 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 Client 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 Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client's reasonable satisfaction.

b.   Telephone Support Service: ROK will provide to Client unlimited access to 24/7 Telephone Support ("Telephone Support") via a toll-free number. Client will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and Client will be contacted within the timeframe defined by the severity of the Malfunction. In the event a Malfunction is reported outside of Support Hours, the on-duty Support Staff will be assigned and will contact Client within sixty (60) minutes of the original call. If the Support Staff member handling a certain request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client'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 Client'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 Client'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, Client 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 .

b.   Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Client'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 Client 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. Upon request of the Client, work will continue beyond normal working hours and is subject to an uplift charge of hourly rate + 20%. ROK and Client will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction. If Client requests ROK to resolve a Level 3 or 4 Malfunction beyond normal working hours, an uplift charge of the hourly rate + 20% will be applied.

d.   Action Required from ROK. For a Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for Client 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 Client a mutually agreed schedule for the correction to be provided.

3.2   Proactive Support Terms of Coverage

ROK Technologies shall provide the Proactive Services described below for a period of __12____ month(s) beginning Upon completion of THE TOWN OF PALM BEACH's migration.

ID	Item(s)	Qty.	Additional Details
1	THE TOWN OF PALM BEACH Success Manager	1	Continuous throughout the period
2	Proactive Support Services	5	Monthly Proactive Support delivery hours

Proactive Support hours shall be invoiced on a monthly basis in the amount described. At the conclusion of a given calendar year these hours will be reviewed and can be adjusted to accommodate the changing needs over time.

Instances in which Services or Downtime resolution is not reached the following will apply:

Service/Activity	Service Level	Service Level Credit
Availability of the Services	Failure to comply with the Customer Support requirements outlined in section 3.1.7.	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 Client, ROK will work to restore the environment within the 4-hour window and will communicate the action plan and updates to Client throughout the restoration. No penalty to ROK will be applied if downtime is caused by an employee of Client.	Should the action caused by ROK and lead to downtime in excess of 4 hours, Client 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. THE TOWN OF PALM BEACH shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

5   Managed Services Billing Information

This is __1__year(s) agreement, to be billed monthly. The billing amount for THE TOWN OF PALM BEACH Managed Services Agreement shall be based on the services described in the table below. This agreement shall begin on May 1, 2021 and end of April 31, 2022.

Item(s)	Term	Cost per month / Pay as you go
GIS Managed Cloud Services: AWS Infrastructure 3 – Citrix Seat 8 Hours of Managed Services per month	1 month	$4,414.41
	Annual total	**$52,972.92**

Pricing based solely on the Cloud environment outlined in Section 10. Infrastructure needs will be reviewed ongoing. Should THE TOWN OF PALM BEACH require a change in resources that differ from those listed, ROK Technologies, will work with THE TOWN OF PALM BEACH to determine the hardware changes needed, and the associated costs/savings. Payments are due 30 days from receipt of invoice Non-payment after 60 days will result in suspension of service.

5.1   Billing Terms

The following terms shall govern the determination of fees associated with this Agreement:

1. Reactive and Proactive Support usage is reviewed quarterly. Any overages are billed at a rate of $250 per hour after each calendar quarter at the hourly rate(s) associated with this Agreement.
2. After-hours work shall be subject to the uplifts described in section 2.1.4, "Coverage Hours".
3. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of service.

6   Scheduling

As part of these offerings, ROK Technologies will conduct proactive scheduling with THE TOWN OF PALM BEACH. As scheduling changes arise, THE TOWN OF PALM 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.

7   Change Control Policy

As ROK Technologies and THE TOWN OF PALM BEACH collaborates on this Managed Services Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that THE TOWN OF PALM BEACH would like to discuss the addition or subtraction of specified, agreed upon services, THE TOWN OF PALM BEACH will submit a Service Request to ROK. THE TOWN OF PALM BEACH' ROK Technologies Account Manager will make contact within one (1) business day to review or schedule a review of this request.

8   Disclaimers

ROK Technologies is not responsible for THE TOWN OF PALM BEACH's loss of data. Any warranty or service contract does not cover infection of any THE TOWN OF PALM BEACH system with a virus. All work necessary for ROK Technologies to remove a virus will be billed to THE TOWN OF PALM BEACH. Work performed under a service contract is governed by the terms of said service contract.

9   Acceptance

This Service Level Agreement dated July 6, 2020. This SLA, constitutes the full agreement ("Agreement") between ROK and THE TOWN OF PALM BEACH for the services described herein.

The undersigned parties acknowledge their acceptance of this Agreement 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.

Services	Price
GIS Managed Cloud Services *includes all managed services outlined, AWS hardware, and VDI*	$4,414.41 month
Annual Cost of Service	$52,972.92

Contract Terms: _____
Payment Option: Monthly _____

Accepted By:

ROK Technologies, LLC   THE TOWN OF PALM BEACH

Signature   *Alexandra Coleman*   Signature _____

Printed Name   Alexandra Coleman   Printed Name _____

Title   EVP Business Development   Title _____

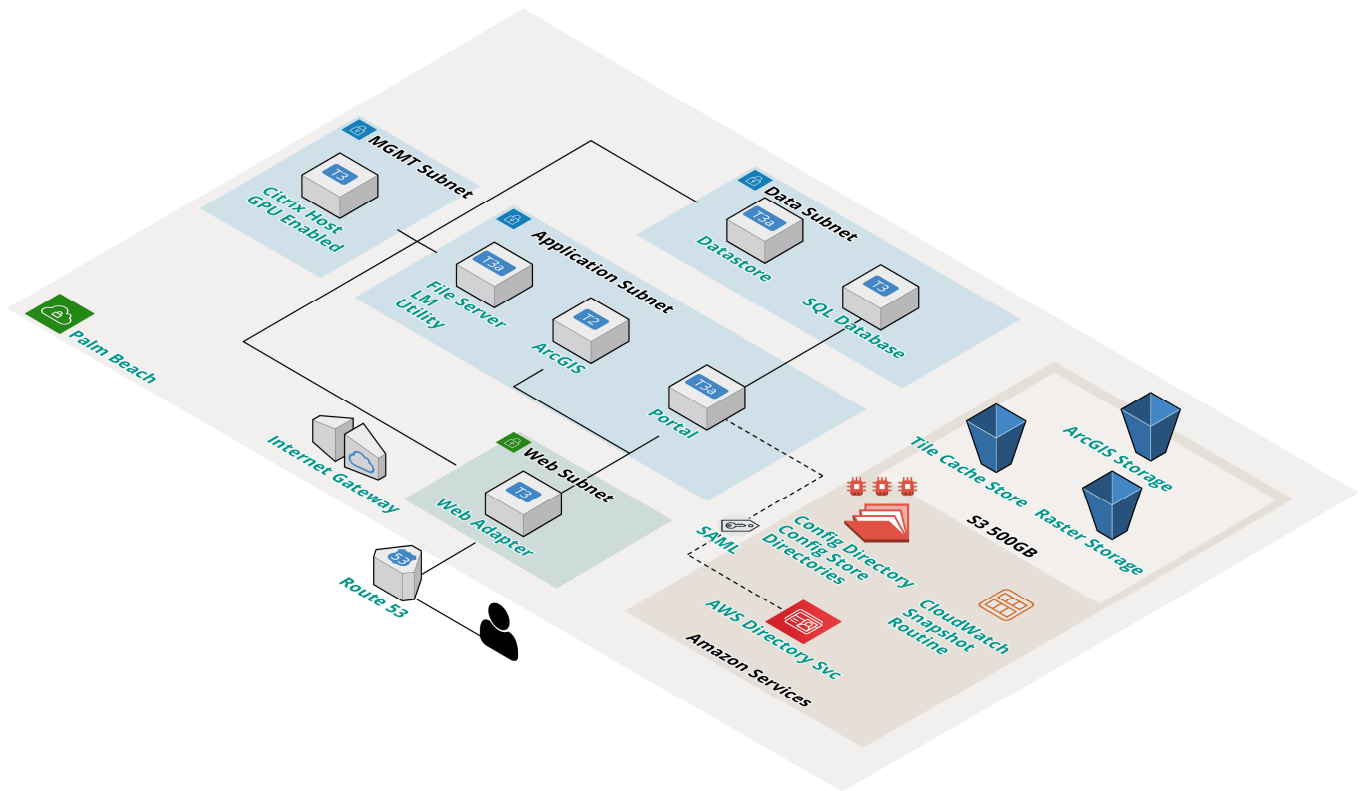Date   3/31/2021   Date _____

10   Supported Environment

Infrastructure needs will be reviewed ongoing. Should THE TOWN OF PALM BEACH require additional resources beyond those listed, ROK Technologies, will work with THE TOWN OF PALM BEACH to determine the additional hardware needed and the associated costs.

AWS Cloud Environment		
Server Type	**Instance**	**Description**
ArcGIS Server	1	4 CPUs 16 GB RAM
Portal	1	4 CPUs 16 GB RAM
Datastore	1	4 CPUs 16 GB RAM
SQL	1	4 CPUs 16 GB RAM
File Server	1	2 CPUs 8 GB RAM
Web Server	1	2 CPUs 4 GB RAM
Citrix Host	1	8 CPUs 32 GB RAM
Citrix Seats for ArcGIS Pro	3	
	Storage	
Application Servers	3	150 GB General Purpose SSD
SQL Data	1	250 GB General Purpose SSD
SQL Logs	1	100 GB General Purpose SSD
File Server	1	300 GB General Purpose SSD
S3 Storage	1	1 TB
Citrix Host	1	200 GB General Purpose SSD

MGMT Subnet
Citrix Host GPU Enabled
Application Subnet
File Server LM Utility
ArcGIS
Data Subnet
Datastore
SQL Database
Palm Beach
Portal
Internet Gateway
Web Subnet
Web Adapter
Route 53
SAML
Config Directory
Config Store
Directories
Tile Cache Store
ArcGIS Storage
Raster Storage
S3 500GB
AWS Directory Svc
CloudWatch Snapshot Routine
Amazon Services

11   Service Level Agreement Support Matrix

SLA Response Time Definition				
	1st response	2nd response	follow/update	final
1 - Critical	< 1 hour	< 2 hrs from 1st response	every 2 hrs until closed	closed
2 - High	< 1 hour	< 2 hrs from 1st response	< 2 hrs from 2nd response*	closed
3 - Medium	≤ 4 hours	≤ 8 hours	as needed*	≤16 hours closed
4 - Low	≤ 8 hours	as needed*	questions/feedback	≤16 hours closed
	Hours are defined by normal 8-5 day		*a solution and time line will be agreed upon with the client	

SLA Severity Definition				
Severity - Affected users	Business impact			
	High -problems that render services	*Medium - causes services to be intermittant or*	*Low- causes the services not to function in*	*None - general questions and*

	inoperative, causes significant interruption, or data loss	disrupted, which interferes with business	accordance specs, with only minor impact	issues, and other lesser malfunctions
High Severity - whole compnay is affected	1 - Critical	2 - High	3 - Medium	3 - Medium
Medium Severity - departments or large group of users affected	1 - Critical	2 - High	Level 4 - Low	4 - Low
Low Severity - one or a small group is affected	2 - High	3 - Medium	4 - Low	4 - Low