



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 81-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH STATE OF OREGON FOR DATA BACKUP RECOVERY
SERVICES**

WHEREAS, the City of Milwaukie uses data backup recovery to ensure continuity of business when data failure occurs; and

WHEREAS, current onsite backup recovery services require upgrades and maintenance at a high cost; and

WHEREAS, the City wishes to utilize State of Oregon data backup recovery services in lieu of replacement as a cost savings; and

Now, Therefore, be it Resolved that the City Manager is authorized to execute an Intergovernmental Agreement for data backup recovery services with State of Oregon for the City of Milwaukie.

Introduced and adopted by the City Council on 7/5/16.

This resolution is effective on 7/5/16.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

INTERGOVERNMENTAL AGREEMENT

Agreement No. **DASPS-107212-16**

This Intergovernmental Agreement (IGA) is between the State of Oregon acting by and through its Department of Administrative Services, Enterprise Technology Services (“Agency”) and City of Milwaukie (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

The purpose of this Agreement is to facilitate the exchange of resources and services between Agency and Local Government.

Local Government has shown a desire for enterprise level backup and recovery services for their information systems environment. Local Government has decided it is in its best interest to have Agency provide these services. This agreement covers the procurement, delivery, and upkeep of the backup services.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature and remains in effect in until terminated pursuant to Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Tony Black: Strategic Tech Officer for DAS OSCIO ETS
530 Airport Rd, Salem, OR 97301
503-378-3570: *Office*
Tony.Black@oregon.gov

4.2 Local Government’s Authorized Representative is:

Brandon Gill: IT Manager for City of Milwaukie
3200 SE Harrison Street, Milwaukie, OR 97222
503-786-7404: *Office*
GillB@milwaukieoregon.gov

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Agency shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Local Government shall pay Agency as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Payment by Local Government will be made to Agency upon submission of a satisfactory invoice for all applicable work and deliverables to Local Government's satisfaction per the DAS ETS Service Agreement ("SA") of the attached Exhibit A.

Local Government will remit payment within 30 days of receiving an invoice from Agency. Invoices will be sent on a monthly basis.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Agency represents and warrants to Local Government that:

- 7.1 Agency is a government entity duly organized and validly existing. Agency has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Agency of this Agreement (a) have been duly authorized by Agency, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative Local Government or any provision of Agency's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is party or by which Agency may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency enforceable in accordance with its terms;
- 7.4 Agency has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Agency will apply that skill and knowledge with care and diligence to perform its

obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 7.5 Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Agency.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Local Government or any other Local Government or department of the State of Oregon, or both, and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 "**Agency Intellectual Property**" means any intellectual property owned by Agency and developed independently from the work under this Agreement.
 - 9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Agency or Local Government.
 - 9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Agency is required to deliver to Local Government under this Agreement, and all intellectual property rights therein.
- 9.2 All Work Product created by Agency under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Local Government. Local Government and Agency agree that any Work Product that is an original work of authorship created by Agency under this Agreement is a "work made for hire" of which Local Government is the author within the meaning of the United States Copyright Act. If for any

reason the original Work Product created by Agency under this Agreement is not "work made for hire," Agency hereby irrevocably assigns to Local Government any and all of its rights, title, and interest in all original Work Product created by Agency under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Local Government's reasonable request, Agency shall execute such further documents and instruments necessary to fully vest such rights in Local Government. Agency forever waives any and all rights relating to Work Product created by Agency under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Agency under this Agreement is a derivative work based on Agency Intellectual Property, or is a compilation that includes Agency Intellectual Property, Agency hereby grants to Local Government an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Agency Intellectual Property employed in the Work Product, and to authorize others to do the same on Local Government's behalf.

If the Work Product created by Agency under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Agency shall secure on Local Government's behalf and in the name of Local Government an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Local Government's behalf.

- 9.3 If Work Product is Agency Intellectual Property, Agency hereby grants to Local Government an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Agency Intellectual Property, and to authorize others to do the same on Local Government's behalf.
- 9.4 If Work Product is Third Party Intellectual Property, Agency shall secure on Local Government's behalf and in the name of Local Government an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Local Government's behalf.
- 9.5 If state or federal law requires that Local Government or Agency grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Local Government or the United States own the intellectual property in the Work Product, then Agency shall execute such further documents and instruments as Local Government may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Local Government.

SECTION 10: CONTRIBUTION

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Local Government had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: AGENCY DEFAULT

Agency will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Agency fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by Local Government to measure the delivery of services, the expenditure of funds or the performance by Agency is untrue in any material respect when made;
- 11.3** Agency (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Agency, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Agency, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (c) similar relief in respect to Agency under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement if Local Government fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Agency is in default under Section 11, Local Government may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b)

reducing or withholding payment for work or Work Product that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Agency to perform, at Agency's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Local Government may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Local Government is in default under Section 12 and whether or not Agency elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Local Government terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Agency's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Local Government, for work completed and accepted by Local Government within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Local Government has against Agency, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Local Government, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Local Government has against Agency. In no event will Local Government be liable to Agency for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Agency exceed the amount due to Agency under this Section 13.2, Agency shall promptly pay any excess to Local Government.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Agency under this Agreement, or any other agreement between Local Government and Agency, exceed the amount to which Agency is entitled, Local Government may, after notifying Agency in writing, withhold from payments due Agency under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Local Government may terminate this Agreement as follows:
- 16.2.1** Upon a 30 day advanced written notice to Agency;
 - 16.2.2** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Agency, if Agency is in default under this agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Agency may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
 - 16.3.4** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, Agency will immediately cease all activities under this Agreement, unless Local Government expressly directs otherwise in such notice. Upon termination, Agency will deliver to Local Government all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Local Government's reasonable request,

Agency will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Agency under this Agreement.

SECTION 17: INSURANCE

Agency shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Local Government's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Local Government receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Local Government, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Local Government.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Local Government and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Local Government may terminate this Agreement upon written notice to Agency after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Agency may not assign or transfer its interest in this Agreement without the prior written consent of Local Government and any attempt by Agency to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Local Government's consent to Agency's assignment or transfer of its interest in this Agreement will not relieve Agency of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Agency shall not, without Local Government's prior written consent, enter into any subcontracts for any of the work required of Agency under this Agreement. Local Government's consent to any subcontract will not relieve Agency of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Agency's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that Local Government and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make

excerpts and transcripts. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

Agency shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Additional Requirements).

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its DAS OSCIO ETS

Tony Black

Date

City of Milwaukie



William Monahan, City Manager

7/5/16

Date

EXHIBIT A

STATEMENT OF WORK

The work will be performed in accordance with our attached Service Agreement known as “City of Milwaukie B&R SA”.

EXHIBIT B
INSURANCE

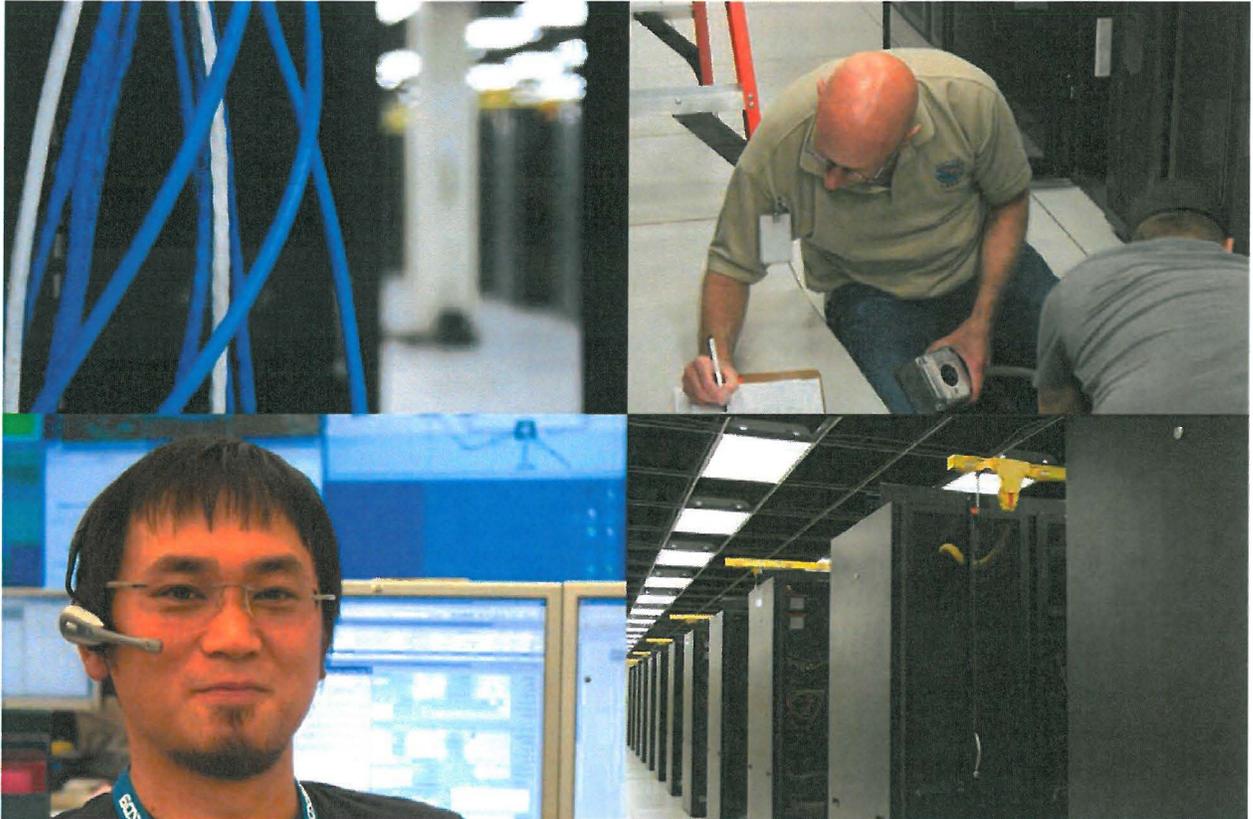
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EXHIBIT C
ADDITIONAL REQUIREMENTS

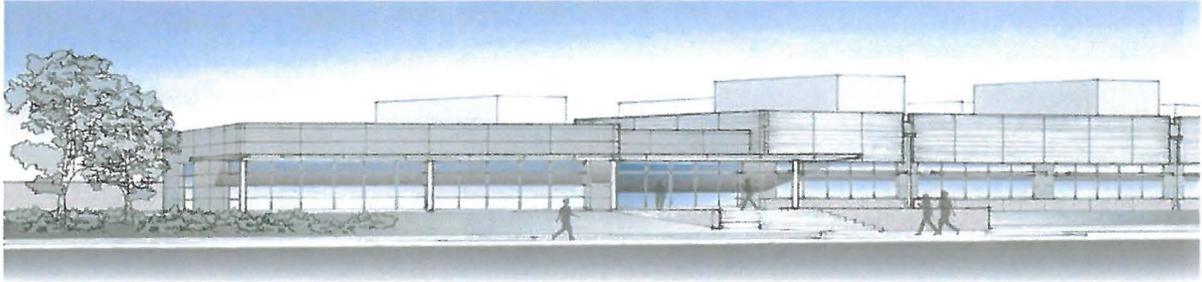
[No additional requirements]

Exhibit A

**Enterprise Technology Services
SERVICE AGREEMENT**



**City of Milwaukie
Backup and Recovery**



Contents

1 Introduction 5

 1.1 Associated Documents 5

 1.2 Service Period (Start, End, Review)..... 6

2 Common Service Levels 6

 2.1 Service Description 6

 2.1.1 ETS Standard 6

 2.1.2 Scheduled Maintenance 7

 2.1.3 Service Disruption 8

 2.1.4 Security 9

 2.1.5 Availability 9

 2.1.6 Request Fulfillment 10

 2.1.7 Service Continuity 10

 2.1.8 Reporting..... 11

 2.1.9 Remedies 11

3 Backup and Restore Services..... 11

 3.1.1 ETS Standard 12

 3.1.2 Scheduled Maintenance 12

 3.1.3 Service Disruption 12

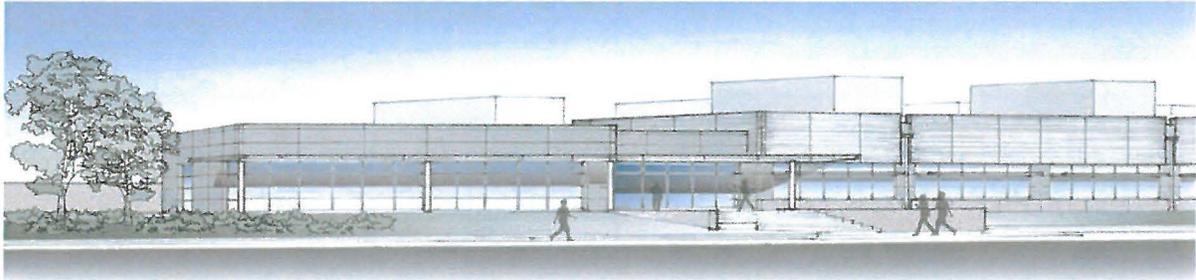
 3.1.4 Security 12

 3.1.5 Availability 13

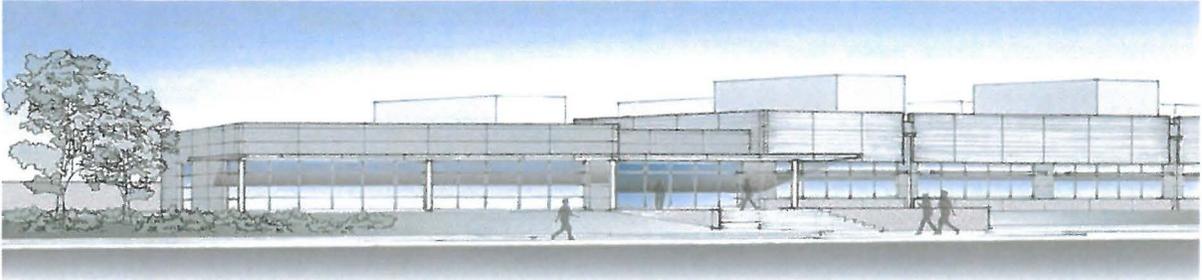
 3.1.6 Request Fulfillment 13

 3.1.7 Service Continuity 13

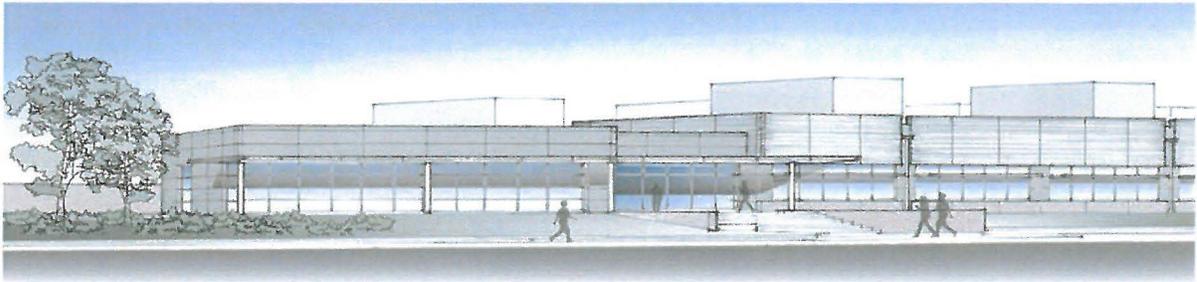
 3.1.8 Reporting 13



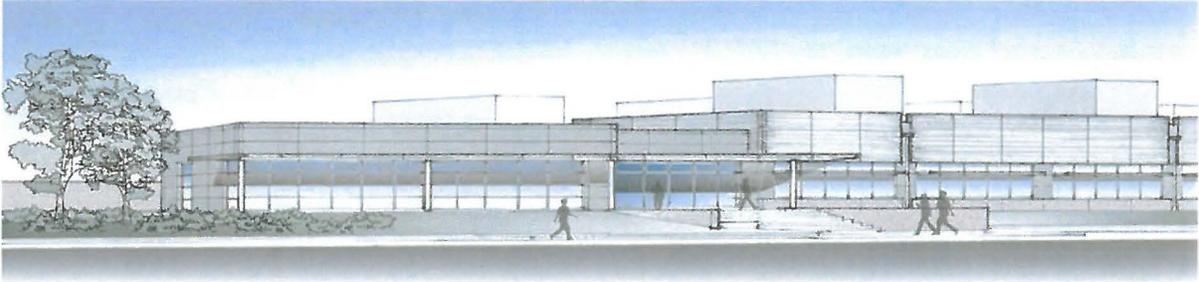
3.1.9 Remedies	13
4 State Mall Area Network	15
4.1.1 ETS Standard	15
4.1.2 Scheduled Maintenance	15
4.1.3 Service Disruption	15
4.1.4 Security	15
4.1.5 Availability.....	15
4.1.6 Request Fulfillment	15
4.1.7 Service Continuity.....	15
4.1.8 Reporting	16
4.1.9 Remedies	16
5 Appendix	16
5.1 Definitions.....	16
5.1.1 Agency Production Environments.....	16
5.1.2 Automated Call Distributor	16
5.1.3 Availability:	16
5.1.4 Best Effort.....	16
5.1.5 Catastrophic Failure:	17
5.1.6 Change Management:	17
5.1.7 Custom Call Routing (CCR) Tree.....	17
5.1.8 Client:	17
5.1.9 Delivery Date:	17
5.1.10 Down Time (DT):	17
5.1.11 Expected Delivery Date:	18



5.1.12 Forward Busy (FWD-BSY)	18
5.1.13 Forward No Answer (FWD-NA)	18
5.1.14 Hands Free (HF) Answer	18
5.1.15 Hours of Service:	18
5.1.16 Interactive Voice Response (IVR)	18
5.1.17 Internet Protocol Contact Center (IPCC).....	18
5.1.18 Key System (Voice).....	18
5.1.19 Lightweight Directory Access Protocol (LDAP).....	19
5.1.20 Private Branch exchange (PBX)	19
5.1.21 Privileged Access:	19
5.1.22 Public Switched Telephone Network (PSTN).....	19
5.1.23 Service:	19
5.1.24 ETS Engineering Request.....	19
5.1.25 ETS Standard Work	20
5.1.26 Service Disruption:	20
5.1.27 Severity Level:	20
5.1.28 Service Level:	20
5.1.29 Service Level Measurement:	20
5.1.30 Simple Mail Transport Protocol (SMTP)	20
5.1.31 Time to Respond:	20
5.1.32 Time to Restore:	21
5.1.33 Total Hours of Service (THS):	21
5.1.34 Untrusted Network:	21
5.2 City of Milwaukie	21



5.2.1 Client Requirements	21
5.2.2 Enterprise Technology Services Technical Requirements for backup clients.....	22
5.2.3 Process	22
1. Obtaining Offsite data for restore.....	22
3. Commvault Client.....	23
5.2.4 Pricing.....	23



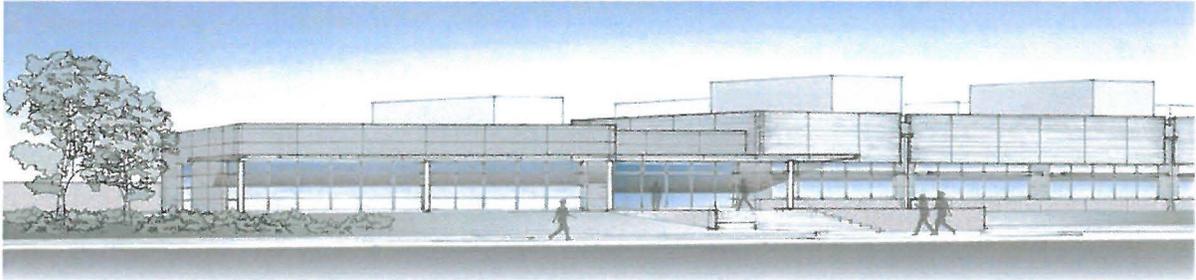
1 Introduction

The purpose of the Service Level Agreement (SLA) is to document the expectations and responsibilities of the Enterprise Technology Services (ETS) and **City of Milwaukie** hereafter referred to as “client”. This document identifies service levels provided by ETS. The document is not meant to be static, but a working document that reflects the continuous change in services, process, and expectations between the Enterprise Technology Services and its clients. The ETS will support all systems within its scope. These Service Agreements are to set expectations for services supported within the ETS standard configurations, and non-standard systems will be supported with best effort available.

1.1 *Associated Documents*

As additional documentation is reviewed and approved by the ETS advisory committees, it is released and available at <http://www.oregon.gov/DAS/OSCIO>.

- [Service Catalog](#) – Services referred to in this document are defined in detail in the Enterprise Technology Services Catalog.
- [Rate Sheet](#): This document shows our current rates for our services.
- Scope Matrix – Roles and Responsibilities for services provided by the Enterprise Technology Services and by the Agency clients are documented in the approved Scope Matrix.
- Scope Inclusion/Exclusion Process – The process to include new services in or exclude systems from the ETS scope.
- ETS Technical Standards – Standards for hardware and software supported by the ETS.
- ETS Process Documentations – Process and procedures for services provided are documented in the ETS library and are available upon request. Processes in use and under development include:
 - Change Management
 - Incident and Problem Management
 - Release Management
 - Asset Management
 - Request Fulfillment
 - Service Level Management
 - Account Management
 - Procurement and Financial Assessments



- Capacity Management
- Security and Physical Access Management

1.2 Service Period (Start, End, Review)

This agreement is in effect from the date of signing of the Interagency Agreement (IAA) and the IAA may be canceled, modified or replaced by either party upon 30 days written notice. Services may be added or deactivated through by submitted a service ticket.

Tony Black, ETS Administrator
Enterprise Technology Services
Date

William Monahan, City Manager
City of Milwaukie
Date

2 Common Service Levels

This section describes the common service levels for all services provided by the ETS. Service specific additions and or exceptions are described for each service in the sections following.

2.1 Service Description

In this section of each service below there will be a brief description from the Service Catalog of what the service is.

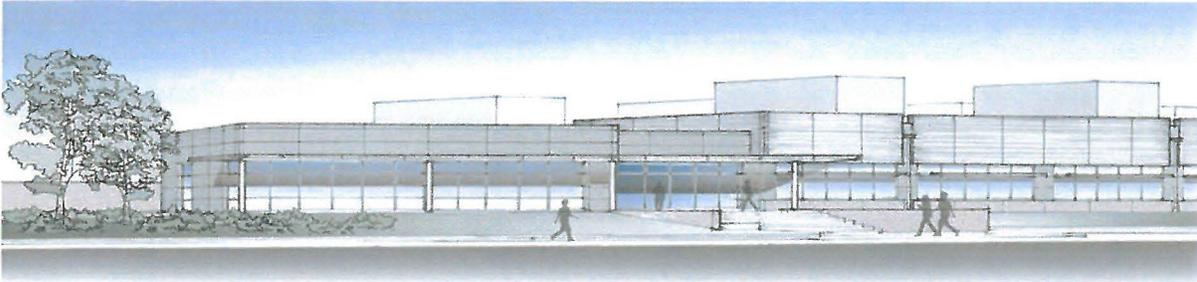
2.1.1 ETS Standard

In this section of each service below there will be a description of the standard configuration that is subject to all of the service levels for that service. Systems not within the standards will be supported on a “Best Effort” basis.

2.1.2 Scheduled Maintenance

2.1.2.1 Standard Maintenance Window

If scheduled maintenance is required, the ETS will use the standard maintenance window. This window will only be used when needed. Use of this window will be governed by the ETS change management process. Emergency changes required to restore services can be made outside of the maintenance window.



2.1.2.2 Patching

Patching descriptions and schedules are specific to each service, so details are provided below.

2.1.2.3 Change Management

Information regarding scheduled changes will be available through the ETS Support System (S3) web site: <https://www.oregonSDC.org/>

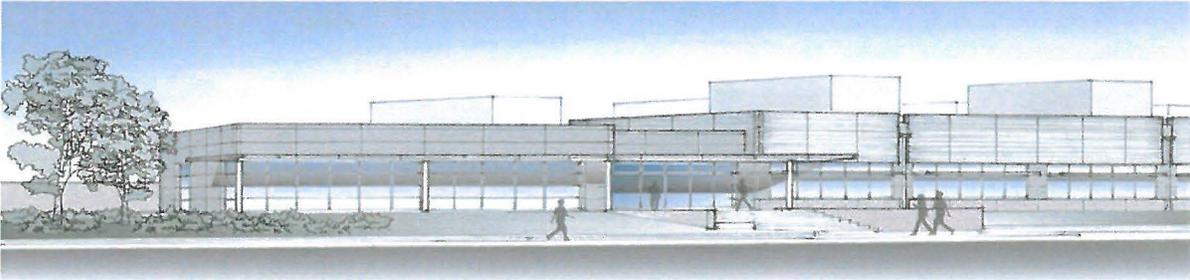
- Clients will be allowed at least **2** business days to provide questions, concerns or comments on scheduled changes so that adjustments to those changes may be made.
- All high risk / high impact changes will provide at least **10** business days notification prior to change execution

In order for the ETS to better coordinate activities in production environments, clients are asked to schedule application maintenance with potential impact to the ETS outside the ETS maintenance windows, and notify the ETS prior to changes to application in agency production environments. The ETS requests to be notified at least three business days prior to any planned application maintenance in production environments. If the client requires planned application maintenance during an ETS maintenance window, they must send a request to the ETS Change Manager at least **9** business days prior to the requested date. This will allow the ETS to assess the impact to the scheduled changes and possibly reschedule certain changes.

2.1.3 Service Disruption

2.1.3.1 Monitoring

If the ETS monitoring system notifies that a system is unavailable, the ETS will respond to the Service Disruption without action from the client. The client will be informed about outages through the ETS Service Disruption procedures. The basic monitoring reports up/down status for the device.



2.1.3.2 Communications / Time to Respond

Staff will acknowledge client requests and provides initial contact to gather requirements within the following response times:

- Severity 1 – **90%** within 15 minutes *
- Severity 2 – **90%** within 30 minutes.
- Severity 3 – **95%** within 1 day.
- Severity 4 – **95%** within 2 days.

Service Disruption – Refer to standards for Incident Management for more information on service disruption handling.

2.1.3.3 Time to Restore

The ETS will restore services within the target resolution times set in the Incident Management Severity Level Response chart at the following rates:

- Severity 1 – **70%** within 2 hours.*
- Severity 2 – **75%** within 4 hours.
- Severity 3 – **90%** within 2 days.
- Severity 4 – **95%** within 5 days.

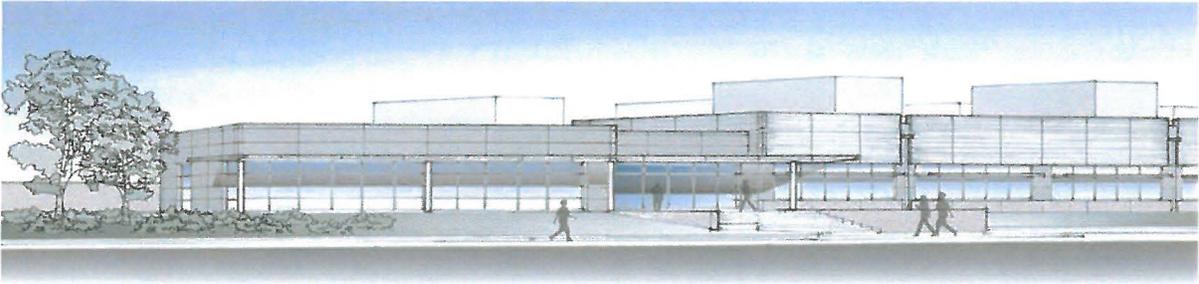
2.1.3.4 Escalations

Service disruptions will escalate to the next higher severity as the target resolution time for the current severity level is exceeded or is expected to exceed resolution time.

*Refer to Incident Management standards for more information on service disruption handling including target response times and target resolution times.

2.1.4 Security

The ETS provides protection of agency resources at all levels of data classification. Firewalls are implemented and managed, as necessary, to provide separation and restriction between devices. When requested encryption can be provided to securely transmit data. Intrusion detection is implemented at key points in the network to alert on and restrict malicious traffic.



2.1.4.1 Intrusion Detection

The ETS provides Network Intrusion Detection that examines traffic as it passes defined points on the network to see if it matches “signatures” of known malicious activity. This applies to network intrusion detection only, and does not include host intrusion detection. Host intrusion detection is not currently provided, but may be provided in the future.

2.1.4.2 Security Incident Response

The ETS will notify ESO and agency security personnel of intrusion incidents and suspicious activities in accordance with the ETS and agency Security Incident Response Plan. The agency must designate who will receive these types of notifications.

2.1.4.3 Privileged Access

Privileged access to ETS systems is limited. The ETS will manage privileged access to systems granting access to only those whose job duties require it. Clients are not given privileged access without special authorization. If methods other than using privileged access will accomplish an action, those other methods must be used unless the burden of time or other resources required clearly justifies granting privileged access. The privileged access process can be found on the ETS Support System (S3) web site: <https://www.oregonSDC.org/>

2.1.5 Availability

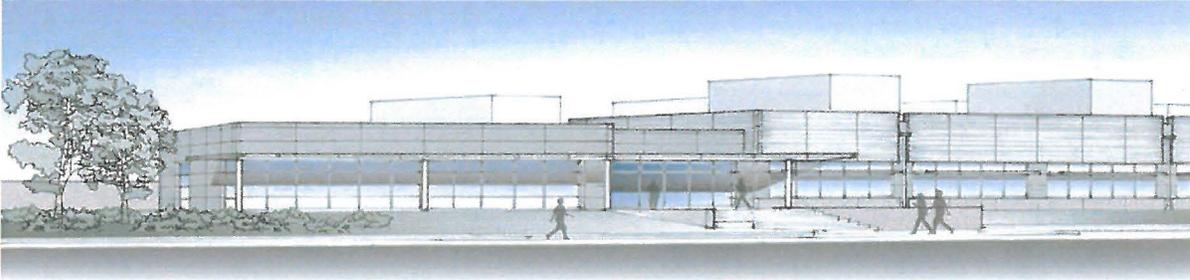
Availability is calculated monthly in the following manner:

$$\text{Availability}\% = (\text{Total Service Hours} - \text{Down Time}) / (\text{Total Service Hours})$$

Down Time will be calculated from the ETS Request Tracker (RT) system as a sum of all of the downtime recorded for each service disruption.

2.1.6 Request Fulfillment

ETS Engineering requests for new environments or major upgrades are fulfilled in priority order. The ETS allows the client to prioritize engineering requests. Clients set priorities for ETS Engineering Requests through their ETS Account Manager. Frequent changes to engineering priorities can reduce the ETS’s ability to deliver these requests on time, so major reprioritization should occur no more frequently than once per



month. Minor changes due to the completion of prioritized requests can be addressed at any time.

Once the ETS and the client agree on the requirements and the ETS determines the solution design for the request, the ETS will provide the client an expected delivery date (Due Date). If the requirements and/or the solution design changes, then the Expected Delivery Date may change. The client will be notified prior to any change to the Expected Delivery Date. The ETS will deliver **90%** of the requests within a **20%** variance of the Expected Delivery Date. (e.g. If the Expected Delivery Date is **30** days from the request submit date, then the ETS will deliver the request within **6** days of the Expected Delivery Date.)

ETS Standard Work requests are fulfilled in order of receipt. Most requests are completed within one week depending on the nature of each request and the volume of requests to the ETS.

2.1.6.1 Communication

Staff will acknowledge client requests and provides initial contact to gather requirements within the following response times:

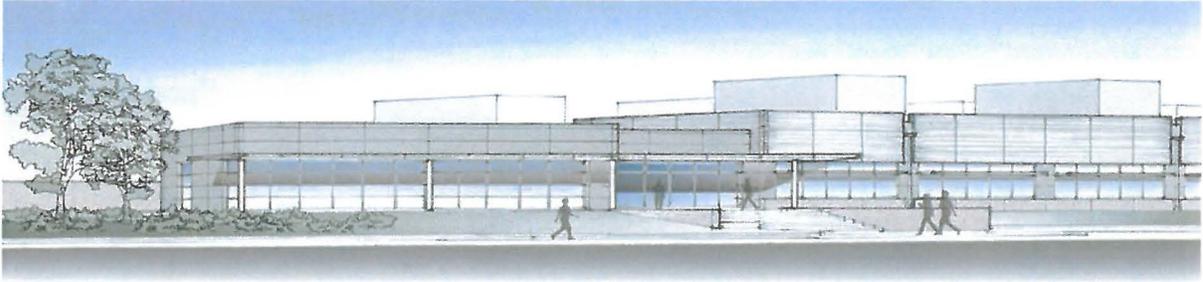
- Standard Work – **90%** within 3 business days
- Engineering Required – **90%** within 3 business days

2.1.7 Service Continuity

Continuity ensures that in the case of a catastrophic failure, the service can be restored within an agreed upon period. Disaster Recovery services can be added to this service at an additional cost.

In the case of a catastrophic issue in which a hardware failure requires replacement, additional time may be required to procure replacement hardware and/or repurpose and reload hardware within the ETS. The incident management process will be used for communications in this event.

The ETS will provide best effort to restore systems to service that are end-of-life or do not conform to the ETS Standards in the event of a catastrophic failure.



2.1.8 Reporting

The ETS will make the Service Level Measurements available to the client at the end of each month. Quarterly Service Level reports will be made available that show the Service Level Measurements across the entire ETS and Annual reports will be made available during the annual review of the Service Level Agreement.

2.1.9 Remedies

The ETS will review the service levels for all services. If the ETS does not meet a service level for a particular month, then the Service Level Manager will analyze the root cause within 30 days and determine if a Service Improvement Plan is required. The initial analysis will be made available to the affected client(s) and included in an annual report. Service Improvement Plans will be provided to the client(s) upon completion within 90 days after analysis.

3 Backup and Restore Services

Backups can be defined as creating a copy of data for purposes of reproducing the original in case the original is lost, erased, damaged, or changed in error. The copy may be an exact duplicate of the original, or it may be some other structure that allows the original to be recreated by restoration software

This SLA sets the expectations on the availability of the systems and software used to backup and restore agency data from systems supported by the ETS. It does not include any guarantee on the quality of the data backed up or on the integrity of the files from those backup. The ETS will ensure that the systems and software used to backup and restore data are functioning properly, but the agency is responsible for testing that the data backed up can be restored.

3.1.1 ETS Standard

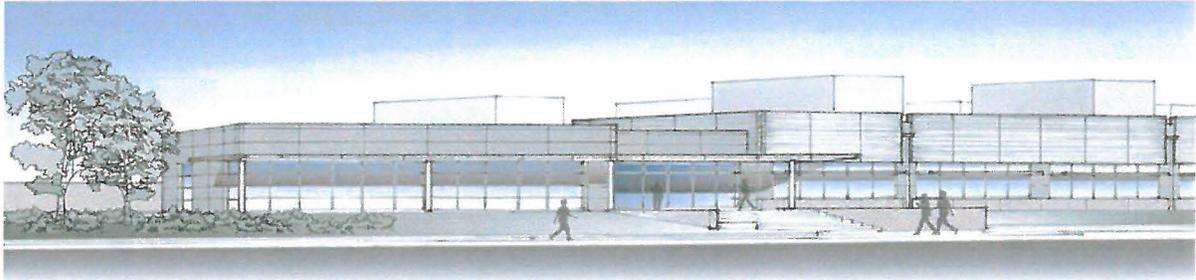
The ETS has the following standards for backup and restoration of agency data:

Distributed Systems use Commvault Simpana 10.

3.1.2 Scheduled Maintenance

3.1.2.1 Standard Maintenance Window

If maintenance is required, the ETS will use the standard maintenance window. This window will only be used when needed. Use of this window will be governed by the ETS change management process.



For the Commvault server(s):

Thursday 3PM – 7PM,

For the ATL and VTS:

Thursday 3PM – 7PM

3.1.2.2 Patching

Patching is as needed. All patching is scheduled through the Change Management process, but exceptions to the normal schedule can be requested. Emergency critical patches will follow the Urgent or Emergency Change Management process.

3.1.2.3 Privileged Access

Due to the shared nature of the environments that host these applications, the ETS cannot grant privileged system access to these environments.

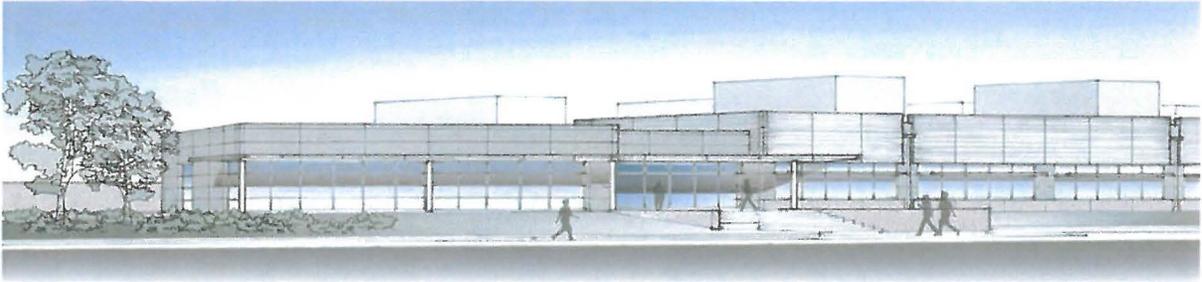
3.1.3 Service Disruption

Refer to the common section above.

3.1.4 Security

The ETS is herein authorized to be the representative of City of Milwaukie in stewardship of all City of Milwaukie electronic data backed up onto the systems that the ETS maintains. City of Milwaukie retains direct control of all data backed up onto these systems. Employees of the ETS are not allowed to disclose any City of Milwaukie information without the express written permission of authorized City of Milwaukie staff. All requests for access to City of Milwaukie information or audits of this data must be routed to authorized City of Milwaukie staff for review and approval. Any ETS employee who discloses City of Milwaukie information without the express written consent of City of Milwaukie staff must be subject to disciplinary action, up to and including termination.

The ETS must place appropriate security measures in place to protect the integrity of City of Milwaukie data. Only staff whose job duties require direct access to City of Milwaukie data can be allowed rights to this data. City of Milwaukie retains the right to audit these measures to ensure they meet requirements. City of Milwaukie remains the sole owner of all data backed up on ETS systems.



3.1.5 Availability

Service Hours for restorations are 24 x 7 x 365 excluding scheduled maintenance.

*Restore Systems will be available **99.9%** each month.*

Service Hours for Backup Systems are:

For CommVault 6p.m. – 7a.m. excluding scheduled maintenance

*Backup Systems will be available **99.9%** each month.*

3.1.6 Request Fulfillment

Most backup and restore services for new clients can be delivered in 30 days. Some environments may take more or less time depending on complexity. Modifications to the agencies existing services are usually classified as ETS Standard Work.

Most agencies have the ability to restore files, but requests for the ETS to restore files are ETS Standard Work.

3.1.7 Service Continuity

For backup systems within the ETS standard, the system will be restored within 96 hours.

3.1.8 Reporting

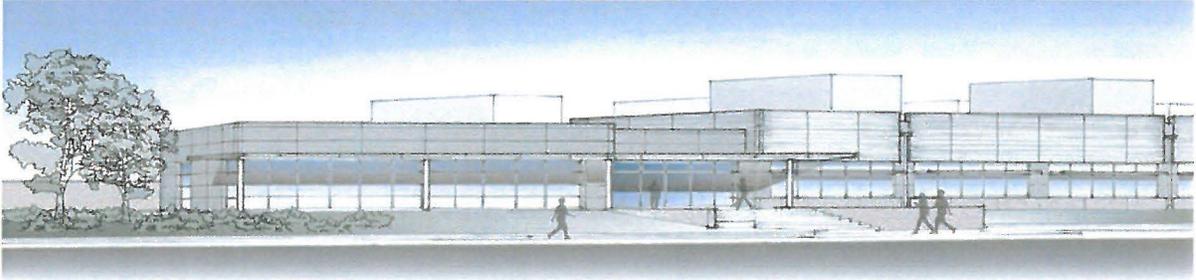
Refer to the common section above.

3.1.9 Remedies

Refer to the common section above.

Backup and Recovery Revision History

Date	Author	Description of change
12/11/2015	Joseph King	Initial Draft for internal review
12/14/2015	Brian Swick	Technical Review
12/18/2015	Joseph King	Final AM Draft for internal review
05/13/2016	Jaden Hurtienne	Fixed broken hyperlinks



4 State Mall Area Network

The ETS currently offers network connection services in certain locations on the state mall area in Salem. The mall area network is a high speed loop around selected state office buildings that provides high speed and redundant connections to the state network.

4.1.1 ETS Standard

ETS Network Standards are detailed in the ETS Architecture document. Hardware that does not conform to these standards will be supported in a reduced capacity.

4.1.2 Scheduled Maintenance

Refer to the common section above.

4.1.2.1 Standard Maintenance Window

Sunday 4 a.m. - 6 a.m.

4.1.2.2 Patching

The ETS will perform software updates based upon vendor recommendation regarding Security Vulnerabilities, Network Enhancements and to repair software abnormalities.

4.1.3 Service Disruption

4.1.4 Security

Due to the shared nature of the network environment, the ETS cannot usually grant privileged access to network devices.

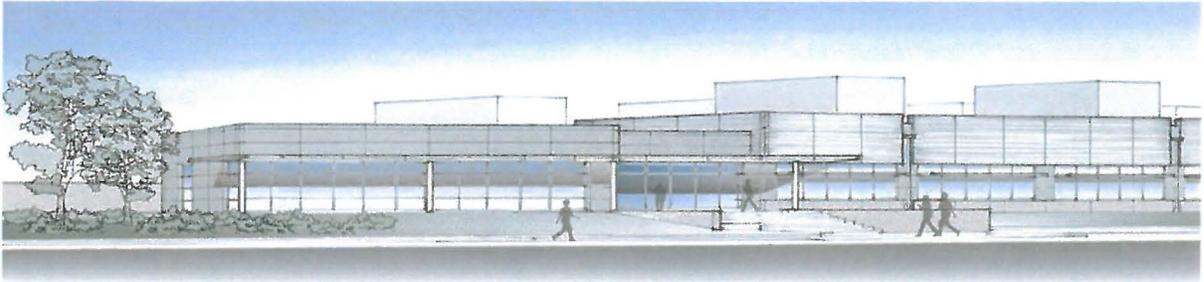
4.1.5 Availability

*Mall Area Network Services will be available **99.9%** each month.*

Service Hours are 24 x 7 x 365 excluding scheduled maintenance.

4.1.6 Request Fulfillment

Most Mall Area Network services can be delivered in thirty days. Some environments may take more or less time depending on equipment availability.



4.1.7 Service Continuity

For systems within the ETS standard, the system will be restored within a maximum of two business days.

4.1.8 Reporting

Refer to the common section above.

4.1.9 Remedies

Refer to the common section above.

5 Appendix

5.1 Definitions

5.1.1 Agency Production Environments

Those systems that host software which are used by the agency business sections to accomplish the agency mission. These systems are not those used by the Information Systems or Information Technology sections for development or testing of software.

5.1.2 Automated Call Distributor

A computerized phone system that responds to the caller with a voice menu and connects the call to the appropriate agent. It can also distribute calls equally to agents. ACDs are the heart of call centers, or contact centers, which are widely used in the telephone sales and service departments of all organizations.

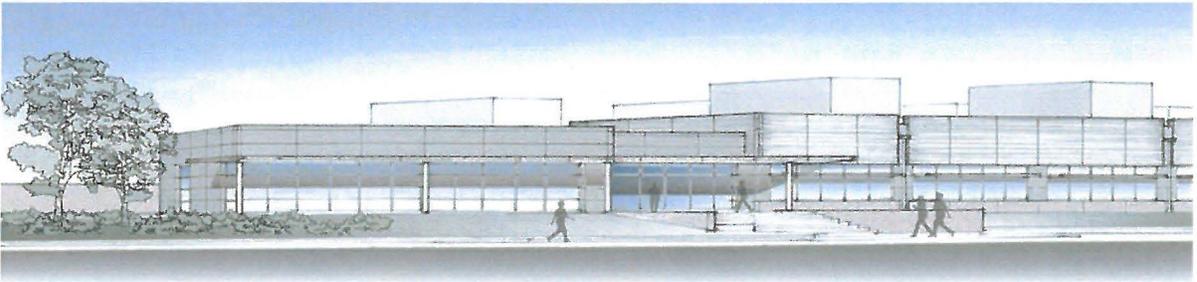
5.1.3 Availability:

Ability of a component or service to perform its required function at a stated instant or over a stated period of time. It is usually expressed as the availability ratio, i.e. the proportion of time that the service is actually available for use by the Clients within the agreed service hours. In the Service Level Agreement the availability percentages are derived using the following formula:

$$[(\text{THS} - \text{DT}) / \text{THS}] \times 100 = \text{Service or Component Availability (\%)}$$

THS = Total Hours of Service

DT = Actual downtime during agreed service time



5.1.4 Best Effort

Best effort support defines ETS support levels for non-standard software and hardware. There are no service guarantees for non-standard hardware and software. In general the ETS will provide professional services to the extent possible. Best Effort however assumes that the level of support offered for these systems is something less than what is guaranteed for standard systems.

5.1.5 Catastrophic Failure:

A catastrophic failure is a sudden and total failure of some system from which recovery is impossible.

5.1.6 Change Management:

The ETS Change Management process provides communication and control over the addition, modification or removal of hardware and software that could have an effect on IT services. The change management process includes both an ETS internal and client-inclusive review of change requests. For client agencies that have their own internal change management process, the ETS Change Manager will work with the agency Change Manager to integrate processes to meet both ETS and client needs.

5.1.7 Custom Call Routing (CCR) Tree

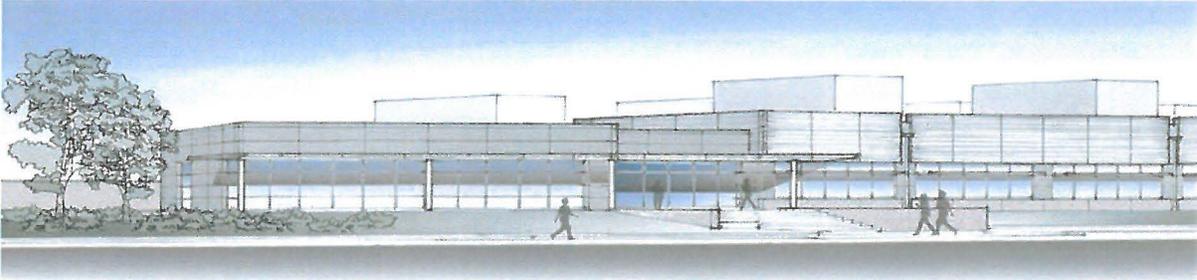
A Custom Call Routing (CCR) Tree contains paths that callers select using their touch-tone phones. They are prompted by a series of recordings. Once a selection is made, they are routed to messages, transferred to extensions or departments, or directed to sub menus for more specific information.

5.1.8 Client:

In the ETS Service Level Agreement, the term “Client” refers to state agencies or other public organizations that request and acquire services provided by the ETS.

5.1.9 Delivery Date:

The date that the service is available for the client to use. This is typically at the end of the Solutions Release phase of the ETS Engineering workflow.



5.1.10 Down Time (DT):

The amount of time between when the ETS was notified that a service became unavailable, and when service was restored. Notification can come from either the ETS monitoring system, or the client. Down Time excludes planned maintenance and service disruptions caused by factors beyond the ETS control (remote power outages, application changes applied by the client, etc.)

5.1.11 Expected Delivery Date:

The date that the service is expected to be delivered. Clients are provided an Expected Delivery Date once the requirements are determined and the solution design developed. This typically occurs at the end of the Plan Development phase of the ETS Engineering workflow.

5.1.12 Forward Busy (FWD-BSY)

Incoming calls go directly to voice mail if line is busy.

5.1.13 Forward No Answer (FWD-NA)

Incoming calls go to voice mail after 3 or 4 rings

5.1.14 Hands Free (HF) Answer

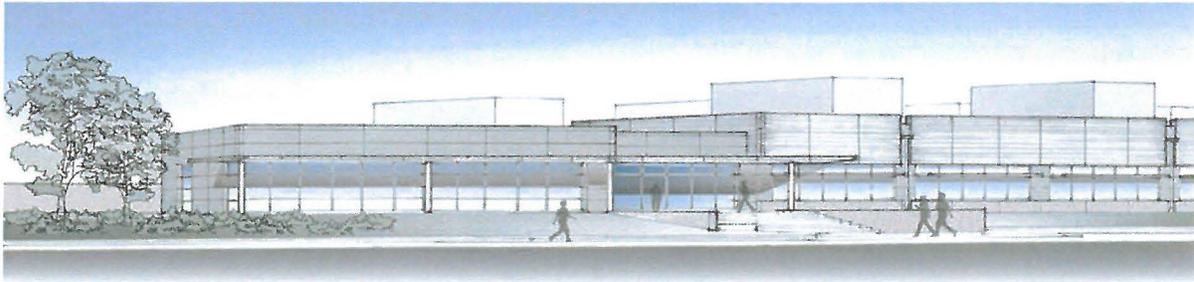
The ability to answer calls without picking up the handset.

5.1.15 Hours of Service:

The number of hours per day and the number and which days of the week that support will be provided for a given Service Level. (E.g. 24x7, 12x5, etc.)

5.1.16 Interactive Voice Response (IVR)

An automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real time. The caller responds by pressing digits on the telephone or speaking words or short phrases. Applications include bank-by-phone, flight-scheduling information and automated order entry and tracking.



5.1.17 Internet Protocol Contact Center (IPCC)

A Cisco product to provide Automated Call Distribution (ACD) and other enhanced features for voice over internet protocol (VOIP).

5.1.18 Key System (Voice)

An in-house telephone system that is not centrally connected to a PBX. Also known as a "key system," each telephone has buttons for outside lines that can be dialed directly without having to "dial 9."

5.1.19 Lightweight Directory Access Protocol (LDAP)

The Lightweight Directory Access Protocol, or LDAP, is an application protocol for querying and modifying directory services running over TCP/IP.

5.1.20 Private Branch eXchange (PBX)

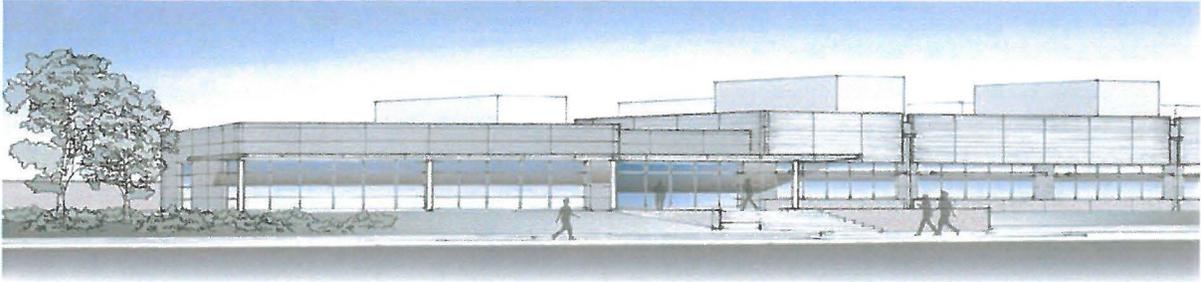
An in-house telephone switching system that interconnects telephone extensions to each other as well as to the outside telephone network (PSTN). A PBX enables a single-line telephone set to gain access to one of a group of pooled (shared) trunks by dialing an 8 or 9 prefix. PBXs also include functions such as least cost routing for outside calls, call forwarding, conference calling and call accounting. Modern PBXs use all-digital methods for switching, but may support both analog and digital telephones and telephone lines.

5.1.21 Privileged Access:

Access that allows an individual access to ETS computer, network, or security resources when that access provides the capability to alter the properties, behavior or control of the information system or network. Privileged access is typically granted to system administrators, network administrators or other such employees whose job duties require such access.

5.1.22 Public Switched Telephone Network (PSTN)

The worldwide voice telephone network. Also called the "plain old telephone system" (POTS) and originally analog only, the heart of most telephone networks today is digital. However, the lines from the home and office to the digital loop carrier (DLC) junction box in the neighborhood typically remain analog. At that point, analog signals are converted to digital.



5.1.23 Service:

The deliverables of the IT organization as perceived by the Clients. Contains one or more IT systems working together to enable a business process.

5.1.24 ETS Engineering Request

New, modified, or enhanced services or support that requires consulting, exploration of options, client submission of requirements, agreement by ETS (and client of ETS) for those requirements, funding approval, and appropriate change management. If a request is one of an agencies top eight priorities, it is processed as an Engineering Work Required request regardless of its duration or change management impact.

5.1.25 ETS Standard Work

Work that has been proven possible to complete in 0 - 6 hours that has received standing approval through change management, or work that does not need to go through the change management process.

5.1.26 Service Disruption:

Any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service.

5.1.27 Severity Level:

An assessment of the degree of impact a Service Disruption has on the end-user that is used to prioritize response to reported outages.

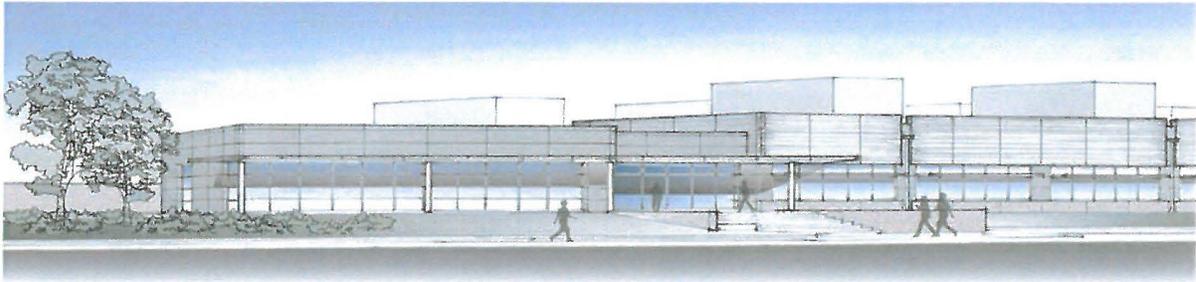
(See http://www.oregon.gov/DAS/ETS/docs/Service_Catalog.pdf Appendix A for details)

5.1.28 Service Level:

The agreed upon level of quality for a service. (E.g. Availability, Time to Respond, Time to Restore, etc.)

5.1.29 Service Level Measurement:

The measurement of the service level that describes the quality of the service for a period of time. (E.g. the Wide-Area Network (WAN) availability for July, 2008 was 99.98%)



5.1.30 Simple Mail Transport Protocol (SMTP)

The standard Internet protocol for transferring electronic mail messages.

5.1.31 Time to Respond:

The amount of time available for a response to an incident from the appropriate ETS support personnel. This is the time for triage on the Incident to begin at a minimum.

5.1.32 Time to Restore:

The amount of time that is taken to return a given service to normal levels of performance from the onset of an Incident to the point where adequate checks have taken place to ensure that the service has been restored..

5.1.33 Total Hours of Service (THS):

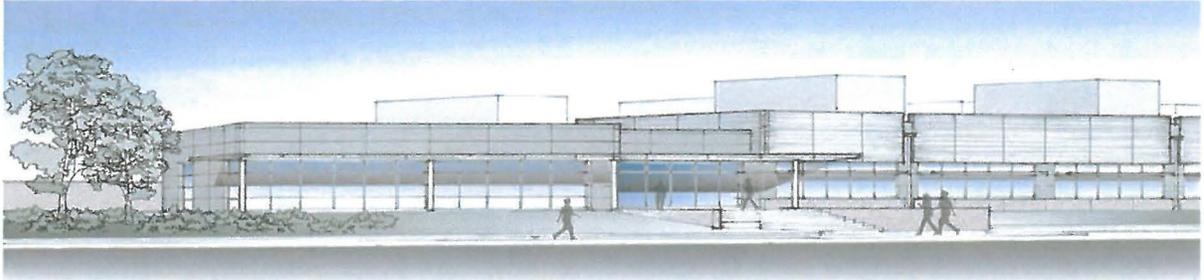
The total number of hours within a given period that a service was expected to be available. (E.g. For the month of January for a 24x7 service with 3hrs of maintenance window: $31 \times 24 - 3 = 741$ hrs.)

5.1.34 Untrusted Network:

Any network where physical and/or logical access are not subject to monitoring, administration and supervision of the ETS.

Appendix Revision History

Date	Author	Description of change
12/11/2015	Joseph King	Initial Draft
12/14/2015	Brian Swick	Technical Review
12/18/2015	Joseph King	Final AM Draft for internal review



5.2 City of Milwaukie

5.2.1 Client Requirements

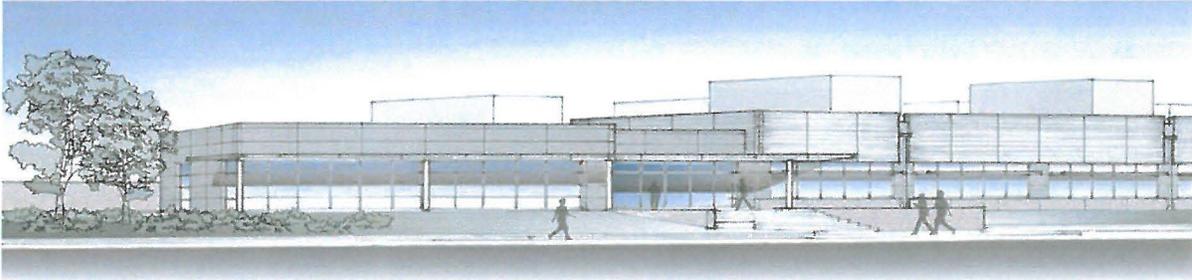
1. Backup for approximately 10 TB of Primary Data.
2. Backup for roughly 42 client machines.
4. Storage of mix of retentions between 28 days, 90 days, and 1 year.
5. Retain about 1.2TB of data for 1 years, with the rest split evenly between 28 days and 90 days.
6. Data stored at a secondary location (offsite) for DR protection.
8. City of Milwaukie staff will have the ability to execute restores.
9. 24x7x365 availability of CommVault web interface by authorized CITY OF MILWAUKIE staff to monitor CITY OF MILWAUKIE backups
10. Connectivity to be established through fiber optics already in place. The rate includes 50Mbps primary network connection, but CITY OF MILWAUKIE will be upgrading shortly to a 200Mbps connection.
11. The Window during which backups will occur is 6-pm – 6-am
12. The standard ETS maintenance window is every Thursday 3pm –7pm during which CITY OF MILWAUKIE understands access to Commvault will be unavailable.
13. Security: ETS staff will not use or share CITY OF MILWAUKIE data for any purpose besides backup administration purpose.

5.2.2 Enterprise Technology Services Technical Requirements for backup clients

1. Servers being backup up will need a minimum of 2GB of free disk space for the Commvault backup agent to be installed.
2. 7GB free disk space is recommended for client installs

5.2.3 Process

1. Obtaining Offsite data for restore
3. Commvault Client



- a. The Commvault client is a web based application and can be accessed from as many PC's as need.
- b. ETS can provide authentication to Commvault via Active Directory for clients integrated into the ETS Network that is managed by the clients. For clients who do not have integrated Active Directories, Commvault can be managed via local user accounts in the Commvault system. The ETS limits 10 user accounts per client for locally managed accounts.

4. Commvault Roles

a. *The ETS provides three types of Commvault Roles for clients.*

- i. Client Backup Administrator Role has control to execute restores in original location of restore files, restore files to a new location and run reports.
- ii. Client Backup DBA Role has control to execute restores of data bases
- iii. Client Help Desk Backup Role has the ability to run reports and restore files to their original location.

5. Backup Schedule is managed by the ETS and will adjust the backup times provided by the client during the normal backup window which is 6pm to 6am.

5.2.4 Pricing

Rates for ETS services available at: [Rate Sheet](#)

Effective July 1st, 2015

2015-17 Enterprise Technology Services

Item	Billable Unit per Month	Rate	General Service Description
IT Support Services			
Distributed Systems			
Appliance Hosting Services	Per Physical Appliance	\$66.17	Appliance Hosting Services: Ongoing oversight of the operation of non-standard physical assets owned by others including coordination of subcontract for services such as specialized space, network connectivity, operator services, and Technologist services.
Server Instance	Server Instance	\$270.99	Virtual appliances will be assessed CPU, RAM and Storage only.
System CPU Resource Allocation	Server Core	\$36.86	Distributed Services Systems represents the Windows/Linux computer processing servers. The systems can be standalone or in a shared environment.
System Memory Resource Allocation	GB Server Memory	\$13.89	The distributed server rates for local and remote environments and by physical and virtual servers have been blended into one server instance rate. The definition of remote is any server under ETS's responsibility that is physically not in ETS managed Data Center floor space.
Server Load Balancing Services	Per Server, Load Balancing	\$60.50	-If the host (a server running VMWare) is local, then the charges for the host's dedicated operating system go to overhead, while the customer gets billed for the virtual operating system (guest), virtual CPUs, virtual RAM and storage.
Server Clustering Services	Per Server	\$38.50	-If the host (a server running VMWare) is remote, then the charges for the host's CPU and RAM, go to the customer, along with a charge for each virtual operating system (guest) and allocated storage.
Midrange			
Virtual Operating System Service, iSeries	iSeries Instance	\$2,194.57	Midrange Systems are systems that run in the UNIX ("AIX") or IBM System i ("iSeries") environment. Rates in Midrange Systems include those for hosted computing as well as for specific services including managed database environments, web application servers, and SFTP services. "UNIX/iSeries Resource per Month" is the rate for CPU or RAM. One resource unit is 0.1 CPU or 4 GB of RAM. These can be charged in fractional units. For instance: 2 GB of RAM is 1/2 unit. Example: .1 CPU + 4 GB RAM = 2 units
Virtual Operating System Service, UNIX	UNIX Instance	\$704.70	
System Utilization, iSeries	iSeries Resource Unit	\$621.80	
System Utilization, UNIX	UNIX Resource Unit	\$288.29	
DBMS Service, DB2 on UNIX	DB2 Resource Unit	\$845.74	
DBMS Service, Oracle on UNIX	Oracle Resource Unit	\$1,460.80	
Application Server Service, WebSphere, ColdFusion on UNIX	MB transferred, WebSphere, ColdFusion on UNIX	\$0.13	
Application Server Service, WebLogic on UNIX	MB Transferred WebLogic on UNIX	\$0.22	
Secure File Transfer Service, UNIX	Allocated SFT GB	\$7.19	
Mainframe			
Batch Processing	CPU Minute	\$28.68	The Mainframe system collects computer processing data every time a user logs into the computer, executes a job, runs reports, or does queries with online files. Usage information is assigned to an agency based on where the usage information resides, application name, or user name. The unit of measure for mainframe computing is the Computer Processing Unit (CPU) minute, usage data is reported daily.
CICS Processing	CPU Minute	\$37.19	
DB2 Processing	CPU Minute	\$65.73	
TSO Processing	CPU Minute	\$28.68	
zVM Guest Instance (Not a current service offering)	zVM Guest Instance	\$1,910.41	
Disaster Recovery Test Environment	Per Day	\$4,344.69	
Data Storage			
Enterprise Storage	Allocated Enterprise Storage GB	\$0.02	Tier 1, 2, & 3 storage has been blended into one Enterprise Storage rate due to increased usage of auto-tiering to manage the environment.
Local Attached Storage	Allocated Local Attached Storage GB	\$0.17	NAS (File Server Service) will be billed at the Enterprise Storage rate.

Effective July 1st, 2015

2015-17 Enterprise Technology Services

Item	Billable Unit per Month	Rate	General Service Description
Mainframe Storage	Allocated Mainframe Storage GB	\$0.35	
Backup Services	Backup GB	\$0.02	
NAS Services	TBD	TBD	
Disaster Recovery			
Disaster Recovery Pass Through		TBD	Enterprise Technology Services (ETS) uses a statewide price agreement for disaster recovery services. ETS worked with agencies to identify what services the agency requires. ETS coverage will be included in ETS administrative overhead and will include the ETS core charges, network connectivity charge and one (1) FTE. Agency specific charges will be charged back to the agency on a monthly pass through basis.
Co-Location			
Data Center Floor Space (Not a current service offering)	Square Foot, Data Center	\$6.19	
Production Services			
Application Monitoring	Coverage Unit	\$11.77	Production Services maintains a 24x7x365 physical presence at the State Data Center. Units are updated once a biennium unless a significant change occurs.
Security			
End User VPN Service	VPN bundle per 25	\$154.66	Network Encryption unit counts are measured at .5 per managed end, per device, per month.
Network Encryption Service	Per Managed End Point, 2pts=1 unit	\$438.86	
Desktop Services			
Workstation Service	Per Computing Workstation	\$246.54	Operational management of the customer's desktops, laptops, tablets, peripheral equipment (i.e. printers), and workplace tools such as email. Standard desktop software includes Microsoft Access, Excel, Outlook, PowerPoint, Publisher, Word, Visio, and Project. Management of the customer's internal network (Local Area Network) that allows sharing of resources such as data, files, printers and applications. Definition of Computing Workstation: A traditional PC or Laptop computer that is supported via ETS TAM Technology Support Center's (TSC) workstation management system, or other types of devices such as Mac's and Linux systems that are supported manually by the TSC. Location of the device is irrelevant (it could be at a person's desk, in conference room, in a shared area, or for use for remote access from the home).
File & Print Services	Per Computing Workstation	\$122.57	
Email and Calendaring - Enterprise	Per Mailbox	\$2.95	
Mail Hub Service	Email Address per user	\$0.54	
E-Government			
E-Gov E-commerce Contract Management	Number of E-Gov E-commerce Transactions	\$0.03	
E-Gov Intranet Contract Management	Number of Intranet Sites Hosted, E-Gov	\$229.63	
E-Gov Website Contract Management	Number of Hosted Website Pages & Files	\$3.36	
E-Gov Hosted Applications Contract Management	Number of Hosted Applications	\$44.78	
Silversky - Hosted E-mail Contract Management	Number of Email Accounts	\$0.17	
Silversky - Hosted Intranet Contract Management	Number of Intranet Sites Hosted, SilverSky	\$43.21	
LAN/WAN Services			
LAN/WLAN Services	Per 12 Port Switch or 8 Port Wireless Access Point	\$101.92	Local Area Network (LAN) charges are based on the number of switches or wireless access points (WLAN) serving the agency. LAN services include the purchase, administration and management of the Local Area Networking switching. This provides network connectivity between the point of demarcation at the agency site to desktops, printers and other computing devices. This service does not include cabling.
Network Load Balancing	Per Server, Network	\$593.40	
Special Fiberstrand (Not a current service offering)	Per Strand	\$638.83	

Effective July 1st, 2015

2015-17 Enterprise Technology Services

Item	Billable Unit per Month	Rate	General Service Description
Computer Lab			
Computer Lab, Half Day	Computer Lab - Half Day	\$189.62	A charge of \$100 will be added to the Computer Lab Rates for special installs.
Computer Lab, Full Day	Computer Lab - Full Day	\$328.49	
Voice Services			
Voice Support, ETS - 1st Year	Voice Handset	\$25.43	Handset, Phone Service First Year
Voice Support, ETS - 2nd Year		TBD	Handset, Phone Service Second Year
Provisioning Charge on Pass-Through Costs			
Charges on Pass-Through Costs		Dollar-for-dollar plus 5% Provisioning fee for Network Services	Network Pass-Through. Network connectivity charges, includes transport costs, taxes, interlata charges, installation and domain registrations. These are charged by the telecommunications vendors and passed on to the customer. A five (5) percent charge is added on to cover the managing network telecommunications service contracts, attorney general fees associated with these contracts, and personal services to provision the services. Voice Pass-Through Charges: This rate is passed through dollar-for-dollar by the vendor on services ordered by the agency. Expenses include long distance, calling cards, TSOs, 800 numbers, repair tickets, and directory listings.
IT Professional Services			
Billable Hours			
Base/Generalist	Per Hour	\$108.00	Please see ETS Rate Methodology Document.
Application Service and TSC	Per Hour	\$140.00	
Specialized	Per Hour	\$148.00	
Assessment Costs			
Administrative Support Costs			
Technical Professional Training			
Services			
System Monitoring			
Data Center Floor Space			
Data Center Floor Space, Montana			
Warehousing			
Wireless PTP Services			
Consumer Wireless			
State Network Access			
Basic Firewall Configurations			