

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE April 14, 2010 AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: COUNTY CLERKS OFFICE REQUESTED BY Carolynn Caudill

REQUISITION NO: 11006064

NAME OF FUNDS: General Fund

FUND NUMBERS: 1001-1700-54455-2010

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: YES N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT:

AGENDA ITEM READS AS FOLLOWS: Discussion and possible actions to approve Server and OS Support Service Addendum with Smartdog shall provide off-site services for Server and OS monitoring. Starting May 17, 2010 thru June 30, 2010. Thank You Carolynn Caudill, County Clerk by Mark Mishoe Chief Deputy.

Mark W. Mishoe, Chief Deputy

APPROVED BY DA
(If Applicable)

[Signature]
4/8/2010

ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)

COUNTY ENGINEER

APPROVED BY PURCHASING
(If Applicable)

PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: YES N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: YES N/A

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: APPROVED BY:
CHAIRMAN

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REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

251

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: April 8, 2010

COUNTY DEPARTMENT MAKING REQUEST: County Clerk's Office.
STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: STANDARD MAINTENANCE CONTRACT. Please review Service and OS Support Service Addendum for Smartdog. Smartdog shall provide off-site services for Server and OS monitoring... Starting May 17, 2010 Thru June 30, 2010 Monthly Recurring Fee @ \$2,200.00 per month... Thank You Carolyn Caudill, County Clerk by Mark Mishoe Chief Deputy.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Carolynn Caudill, County Clerk

Mark W. Mishoe, Chief Deputy
COUNTY OFFICER
for Carolyn Caudill

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 4/8/10

REPLY BY DISTRICT ATTORNEY: Reversed

RECEIVED
APR - 8 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: *[Signature]*



Server and OS Support Services Addendum

This Server and OS Support Monitoring Services Addendum is made and entered into on the 6th day of April, 2010 between Oklahoma County (“Client”) and SmartDog Services, LLC (“SmartDog”) (“Addendum”). This Addendum amends and is made part of the Master Service Agreement dated 5/22/2009 (“MSA”). This Addendum and MSA may be collectively referred to as, “Agreement”. In the event of any conflict between the terms of the MSA and this Addendum, this Addendum shall control for the specific Services set forth herein. All other terms of the Agreement shall remain in full force and effect.

Start Date: May 17, 2010

End Date: June 30, 2010

Termination At any time, either party may terminate this Addendum by either providing thirty (30) days advance written notice of its intent to terminate Addendum or by entering into a new Server and OS Support Monitoring Services Addendum. In the event of a breach of any of the terms of this Addendum, the non-breaching party may terminate the Agreement with twenty-four (24) hours written notice to the breaching party in accordance with the *Notices* section of the Agreement.

Description of Remote Services: This means that SmartDog shall provide off-site services for Server and OS monitoring (herein “Server and OS Support Monitoring”) to the Client. The definition of the Server and OS Support Monitoring service is attached hereto and made a part hereof. Unless otherwise specified by Client, only Client’s employees may submit requests for Server and OS Support Monitoring services under this Addendum. Server and OS Support Monitoring is offered at the following rate based on the following information:

Payment Options for Server and OS Support Monitoring:

Fees are billed *in advance* of the service period. Any partial months will be pro-rated accordingly.

OPTION 1: Monthly Recurring Fee* \$2,200
Set Up Fee: \$0

OPTION 2: Discounted Annual Fee \$N/A
(includes Set-up fee and discounted annual fees)

OS Version	Machine
Oracle Enterprise Linux	Proddb01
Oracle Enterprise Linux	Prodap01
Oracle Enterprise Linux	Testdb01
Oracle Enterprise Linux	Testap01
N/A	

Out Of Scope Services: Client may require additional services to further supplement the Server and OS Support Monitoring listed above. Out of Scope Services will be provided upon receiving clients authorized request and approval for such services as per the terms of the Agreement. All services performed on technical environments unsupported by Oracle and all on-site services are considered Out of Scope Services and are billable as such. All services performed to resolve errors caused by modifications in the environment caused by a third party or the Client are considered Out of Scope Services and are billable as such.

In the case of a critical event that is Out of Scope, Client authorizes SmartDog to perform up to 6 hours of work in the event Client is not available to approve the Out of Scope work. Critical events are defined as major failures of Client’s systems that will cause software failure.

Other Terms:



Server and OS Support Services Addendum

IN WITNESS WHEREOF SmartDog and Client have executed or caused this Addendum to be executed by their duly authorized representatives.

Agreed to this day 6th of April, 2010.

SmartDog Services, LLC

By: _____
Name/Title: Joni A. Johnson, General Counsel

April 6, 2010

APPROVED by County Officer
Carolynn Caudill, County Clerk

APPROVED
by the Board of County Commissioners

CHAIRMAN

VICE CHAIRMAN

MEMBER

ATTEST

Carolynn Caudill, County Clerk

Reg # 11006064

Approved: [Signature]
ASS. ST. DA.
4/8/2010



SmartDog Server and OS Support Remote Monitoring Service Offering Definition¹	
Hours Of Support	24 Hours/Day; 365 Days/Year
OS Version Choices	Oracle Enterprise Linux * RedHat * Sun Solaris
Server Monitoring	
Monitor CPU utilization	✓
Monitor memory usage	✓
Monitor virtual memory/swap usage	✓
Monitor disk space and disk I/O	✓
Identification of top CPU resource consumers	✓
Identification of top disk space consumers	✓
Identification of top memory consumers	✓
Identification of runaway and orphan processes	✓
Monitoring of server logs	✓
Network Interface Monitoring	
Monitor network status in real-time	✓
Monitor network interfaces	✓
Monitor network errors	✓
Monitor network congestion	✓
Monitor network load and bandwidth utilization	✓
Server ping monitoring	✓
Printer Management	
Configuration of new printers at OS	✓
Monitoring printer availability	✓
Monitoring printer queues	✓
User Management	
Creation of new users	✓
Modification/deletion of users and their privileges	✓
Monitoring of resource utilization by users	✓
Tracking user access	✓
Verification of OS Settings as Related to Oracle	
Validation of kernel parameters	✓
Validation of kernel parameters for Oracle products	✓
Validation of network parameters for Oracle RAC installations (if applicable)	✓
Validation of file system for Oracle	✓
Installing packages and minor OS upgrades	✓
Advanced User Support²	
Addition of new hardware - disk, tape drives, etc.	MSA Rate
Major software version upgrades	MSA Rate
Major OS Patching and application of security patches	MSA Rate
Support for third-party products - SAN, tape-drives, backup software etc	MSA Rate
Setting up sendmail, DNS, NFS, FTP, Samba, etc.	MSA Rate

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Backup and Recovery	MSA Rate
NOTES	
1	Server & OS Support: the first <u>six (6) hours</u> of dedicated support per server per month is included, after which MSA rates apply.
2	Refer to MSA Rate, Schedule A for additional offerings and rate schedule.

Requisition: 11006064
Requisition Type: Purchase Requisition
Creation Date: 08-APR-10
Description: Blanket
Note To Approver:
Notes:

Preparer: Birdsong, Linda
Approver: Ellis, Becky A
Currency: USD

Line	Line Type	Item	Rev Category	Description	Unit Quantity/Amount	Unit Price	Line Amount
1	Blanket	Birdsong, Linda	Supplier	SERVICE, PROPE Smartdog shall provide each off-site services for Server and OS monitoring. May 17, 2010 thru June 30, 2010 Monthly Recurring fee @ \$2200.00 per month	3,500.00	1	3,500.00

Distributions: 3500 Allocated To Account: 1001.1700.54455.2010.000000.0000.00000

Justification:
Note To Approver:
Notes:

Total: 3,500.00

Previous Approvals:

Sequence Date	Approver	Action	Note
0 08-APR-10	Birdsong, Linda	Reserve	
1 08-APR-10	Birdsong, Linda	Submit	Linda's Report
2 08-APR-10	Birdsong, Linda	Forward	

Approval Action (Circle One):
Approve Forward Reject

Forward To: _____
Note: _____
Signature: _____

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OKLAHOMA COUNTY

Printed Requisitions Report

Report Date: 08-APR-2010 10:23

Report Parameters

Requisition Numbers From : 11006064
To : 11006064