

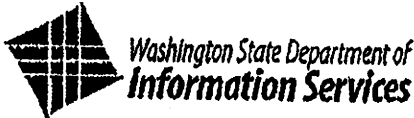
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**COMPUTER SERVICES DIVISION
SERVICE LEVEL AGREEMENT**

"A'La Carte" Server Hosting Services	King County
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DIS Service Level Agreement Number 2007-001
DIS Customer Service Agreement Number: 8170-0

*King County Office of Information Resource Management
700 Fifth Avenue, Suite 2300
Seattle, WA 98104-5002*

TERMS & CONDITIONS

1. PURPOSE:

This Service Level Agreement Number 2007-001 (SLA) is executed by the Department of Information Services (DIS), Computer Services Division (CSD) and King County (KC) pursuant to the terms and conditions of Customer Service Agreement Number 8170-0 (CSA). The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA. This SLA sets forth the obligations of the parties with respect to DIS' provision of "A'La Carte" Server Hosting Services to KC. This SLA also outlines the management disciplines that DIS shall follow when providing service to KC.

This SLA does not remove or reduce any non-referenced services provided by DIS. This SLA will not be in effect during any period of interruption to DIS' processing capability caused by a failure of the DIS Datacenter Facility as declared by the Director of DIS.

2. TERM:

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until terminated by either party. DIS shall provide KC at least 180 calendar days written notice prior to termination. KC shall provide DIS at least 60 calendar days written notice prior to termination. This SLA shall be reviewed annually.

3. DEFINITIONS:

"A'La Carte" Room 3: A room with raised floor within the DIS datacenter where non-DIS managed servers is hosted.

Caged Area: Space specifically designed for KC within "A'La Carte" Room 3 that is enclosed in a standard datacenter cage.

Change: A material difference in the "A'La Carte" Server Hosting Services operating environment that may have the potential for causing a degradation of services.

Datacenter Facility: The "A'La Carte" Room 3 and the Caged Area.

Facility: The Datacenter Facility and the Office Space.

Incident: An event that interrupts or degrades the delivery of a DIS service.

Office Space: Secure space adjacent to "A'La Carte" Room 3 that is used for KC storage, equipment staging, and disaster recovery exercise command center.

Problem: Any actual or perceived interruption or degradation of hardware, software, network, or other service which in any way impacts delivery of service at any level.

Service: May include but is not limited to requests for additional server cabinet space requirements, additional power requirements, and telephone lines located in the Caged Area and/or Office Space.

4. DIS SERVICE OFFERINGS:

DIS provides services to eligible organizations (RCW chapters 39.34 and 43.105) that have signed Customer Service Agreements with the Department of Information Services. A list of these services may be found at http://techmall.dis.wa.gov/alpha_services_list.aspx#s.

5. GENERAL EXCLUSIONS:

DIS does not support the following services:

- 5.1. User support outside the State Network (supporting only system within the State Network).
- 5.2. Implementation and management of Customer application programs.
- 5.3. Implementation and management of Customer LAN environment i.e., firewalls, hubs, servers, workstation, etc.)

6. SERVICE DESCRIPTION:

DIS shall provide the following services to KC:

- 6.1. Caged datacenter space and utilities within the DIS datacenter, known as the Caged Area. See section 12 and Attachment A for specific details.
- 6.2. Caged office space and utilities, including telephone, known as the Office Space. See section 12 and Attachment A for specific details.
- 6.3. Upon request managed services, including server status reporting and reboots.

7. CHANGE MANAGEMENT:

- 7.1. DIS will ensure strict adherence to DIS Problem and Change Management Policy. See section 11 for a description of the problem and change management categories and the advance notice that DIS shall provide to KC prior to any change affecting KC.
- 7.2. No software or hardware, configuration and application changes will be made by DIS without explicit documented consent from KC's point of contact to authorize and approve changes.
- 7.3. If a KC requested change is needed, KC will submit a written Service request to the DIS Production Services Automations Group and DIS will process the Service request according to the DIS Problem and Change Management Policy documented in section 11.

8. DIS SCHEDULED MAINTENANCE:

DIS requires regularly scheduled maintenance support of all DIS services. These scheduled maintenance windows will only be used when necessary (network, hardware and software upgrades, software patches, faulty hardware replacement, application changes, etc.). This will involve notification as specified below with mutual agreement between KC and DIS on the specific timing for

scheduled maintenance. DIS will make every effort to perform scheduled maintenance according to customer requirements.

9. DIS SCHEDULED MAINTENANCE WINDOWS:

- 9.1. RBS Server Farm and Internet Services - Saturday 8:00 AM to Sunday 6:00 PM
- 9.2. CSD/MVS S390 Mainframe - 1st, 3rd and last Monday 12:00 AM - 4:00 AM
- 9.3. CSD/Unisys Mainframe - 1st, 3rd and last Sunday/Monday 10:00 PM - 2:00 AM
- 9.4. TSD/SNA Network - Every Thursday 2:00 AM - 6:00 AM
- 9.5. TSD/WAN Network - Every Monday 12:00 AM - 4:00 AM
- 9.6. These maintenance windows are used for any scheduled maintenance required on DIS-supported systems. Specifics of the scheduled maintenance to be performed, and what it will affect, are documented in the change planner as part of the change management procedures. The change planner is distributed weekly at <http://change.dis.wa.gov/custplan.doc> and includes all changes in category 1 and 2 in the DIS Problem and Change Management Policy documented in section 11. DIS will email the change planner to the KC point of contact weekly.

10. INCIDENT MANAGEMENT:

- 10.1. DIS shall provide the KC point of contact immediate notification of identified events that have or may have an adverse affect on service delivery to the KC, including notification of any unplanned switch to generator power in the Facility.
- 10.2. The DIS Help Desk, available 24 x 7, is the single point-of-contact for KC Incident reporting, escalation and notification in accordance with the DIS ITSM Operations Manual. For incident management see <http://dcom.dis.wa.gov/sec07.htm>. For notification management see <http://dcom.dis.wa.gov/sec22.htm>, sections Problem Event Communication (Customer Communication), Problem Notification Time Requirements, and Escalation Levels. See section 18 for DIS Help Desk contact information. DIS will provide an update of the incident management and notification management sections of the DIS ITSM Operations Manual to the KC point of contact when it changes.

11. DIS PROBLEM AND CHANGE MANAGEMENT POLICY:

DIS shall notify KC of changes based on the following categories:

- 11.1. *Category 1 - requires 30 calendar days advance notice* - Complex, difficult to apply, difficult to back out, high visibility potential (examples: software upgrade, new releases, major hardware).
- 11.2. *Category 2 - requires 21 calendar days advance notice* - High risk, failure would impact, moderate visibility potential (examples: new program service or program product, new control unit, minor hardware).
- 11.3. *Category 3 - requires 8 calendar days advance notice* - High probability of success, back out is low impact, low visibility (examples: add a single node, routine software modification, minor, or peripheral hardware).
- 11.4. *Category 4 - requires 4 days advanced notice* - Proven success, failure will not impact, specific correction (examples: correction already applied, dataset movement, terminal installation, generator exercises, SCAN switch, CPU roll).
- 11.5. *Category E - Immediate notice with complete reporting after the fact* - Problem resolution, reactive, failure impact users (examples: fix ABEND, restore on-line service, and restore service on information processing and network environments).

- 11.6. This policy can be found at in the DIS ITSM Operations Manual at <http://dcem.dis.wa.gov/sec06.htm>. DIS will provide an update of the change management section of the DIS ITSM Operations Manual to the KC point of contact when it changes.

12. PHYSICAL ENVIRONMENT MANAGEMENT:

DIS shall provide the following physical environment to KC and shall manage the physical environment so that it is in good working order for KC use:

- 12.1. General datacenter provisions for the Datacenter Facility include the following:
- 12.1.1. Physical security guarded, access electronically monitored, video taped and logged
 - 12.1.2. Environmental controls and monitoring of the physical environment
 - 12.1.3. Fire detection and suppression systems
 - 12.1.4. Conditioned power (110-208 volt)
 - 12.1.5. Un-interruptible power supply
 - 12.1.6. Raised floor
 - 12.1.7. HVAC
 - 12.1.8. Hourly walkthrough
- 12.2. Provisions for the Office Space include the following:
- 12.2.1. Physical security guarded, access electronically monitored and logged
 - 12.2.2. Fire detection and suppression systems
 - 12.2.3. Conditioned power (110-208 volt)
 - 12.2.4. Un-interruptible power supply
 - 12.2.5. Non-raised floor
 - 12.2.6. Telephones

13. SECURITY MANAGEMENT:

- 13.1. DIS policy allows physical access to the Facility by authorized personnel only. DIS will provide all badges to the Facility. DIS shall provide un-escorted badges for staff, visitors and vendors that are pre-approved on the KC customer access list provided by the KC point of contact. DIS shall provide escort-required visitor and vendor badges to walk-ins when accompanied by an authorized KC staff that is on the KC customer access list.
- 13.2. The KC customer access list and badges will be stored and maintained by DIS Security office.
- 13.3. All KC staff, visitors and vendors requesting any badge type from the DIS Security office must provide a driver's license or other form of acceptable identification, such as a passport, federal identification, or other. No one without a DIS Security issued badge shall be allowed into the Facility.
- 13.4. DIS will secure the Facility against known security risks. Any observed security breaches or suspicious activity within the Facility will be reported to the KC point of contact.
- 13.5. In lieu of KC installing its own video monitoring cameras in the Facility, DIS shall use its video cameras to monitor the Facility for KC, will immediately notify KC of any abnormal activities, and will provide a monthly monitoring status report to KC. DIS will save the tape of this activity for 90 calendar days. Should KC decide to investigate any abnormal activities recorded by the video monitoring cameras, DIS shall provide a copy of the video to KC for its use."

14. RIGHT OF FIRST REFUSAL:

KC shall have the right of first refusal on space adjacent to the Caged Area and/or Office Space.

15. DIS ROLES AND RESPONSIBILITIES:

- 15.1. DIS will provide upon request to KC a monthly report of all access history for all secure doors into the Caged Area and the Office Space.
- 15.2. DIS shall provide redundant HVAC to the Facility and manage the Facility environmental controls to maintain a Facility temperature of 70 degrees Fahrenheit plus or minus five degrees and a reading of 50 percent relative humidity plus or minus five percent at all times.
- 15.3. DIS shall provide conditioned power via an un-interruptible power supply in the Facility.
- 15.4. DIS shall provide a fully redundant power infrastructure in the Facility that includes generator support in the event of a utility outage.
- 15.5. DIS shall provide and manage the Facility fire detection system and the dry chemical fire suppression system.
- 15.6. DIS shall provide hourly Datacenter Facility safety check walkthroughs and will notify DIS Security of excessive heat, malfunctioning equipment, strange sounds and unusual odors. DIS will escalate any Incident that pertains to KC to the KC point of contact, KC emergency contact person for the identified server cabinet, and DIS facility manager.
- 15.7. DIS will provide a "notice of change" to KC of any emergency maintenance work that needs to be accomplished in the Datacenter Facility. Initial notice will be sent to the KC point of contact from the DIS Help Desk through the escalation notification process. KC point of contact and DIS will coordinate and agree on dates and times.
- 15.8. DIS shall clean the floors in the Caged Area and Office Space as needed, and will empty garbage receptacles in the Office Space daily.
- 15.9. DIS Help Desk will route all requests from KC for Service and Incidents to the proper DIS group.
- 15.10. DIS may review and update these roles and responsibilities with KC when the need arises and during the annual review of this SLA.

16. KC ROLES AND RESPONSIBILITIES:

- 16.1. KC staff, vendors and visitors authorized to have access to the Datacenter Facility are responsible for ensuring that their use of the Facility is not detrimental to any hardware/software or connectivity provided in the Facility.
- 16.2. All activity within the Facility must be lawful and follow DIS and KC policies. If there is a conflict between DIS policy and KC policy, DIS policy related to the Facility will take precedence.
- 16.3. KC staff, vendor, and visitors authorized to access the Facility must not allow unauthorized users to access the Facility.
- 16.4. KC will provide a master key for server cabinets to DIS for DIS use in the case of an emergency.
- 16.5. KC shall maintain a pre-approved list of authorized, staff, vendors and visitors who may have access to the Facility, and shall provide this list and any updates to the DIS DL Production Services Automation group.
- 16.6. KC staff, vendors and visitors shall have no food or drink on the raised floor in the Datacenter Facility.
- 16.7. KC will purchase and coordinate the fiber and copper cable installation and cable management above the raised floor in the Caged Area. KC may provide its own server cabinets for the Caged Area or may lease cabinets from DIS upon request (price for leased cabinets is not included in Attachment A).
- 16.8. KC is responsible for any infrastructure service brought in to the Caged Area by a third party.
- 16.9. KC shall install all cable routing in the Datacenter Facility above the raised floor.

- 16.10. KC shall keep all Datacenter Facility areas neat and orderly at all times.
- 16.11. KC will not remove any raised floor tiles or operate any HVAC or power infrastructure controls in the Datacenter Facility.
- 16.12. KC will report any excessive heat, malfunctioning equipment, strange sounds and unusual odors in the Facility to the DIS Security office.
- 16.13. KC shall receive DIS approval prior to implementing any infrastructure in the Caged Area.
- 16.14. KC point of contact shall provide notice of corrective actions to DIS within 10 working days after receiving a written security Incident report from DIS. Any disputes regarding a security Incident shall be worked out between the KC point of contact and the DIS Customer Representative.
- 16.15. KC will provide to DIS a list of all equipment in the Caged Area that shall be included in the DIS managed service for KC. The equipment list will include a keyword identifier (e.g. CUSTOMERS1) that will help DIS identify the equipment for timely problem resolution.
- 16.16. KC will route all requests for Service through the DIS Production Services Automations Group.
- 16.17. KC will route all Incidents through the DIS HELP DESK.
- 16.18. KC will provide to DIS an emergency contact list, including a contact for each server cabinet.
- 16.19. KC will provide to DIS a schedule of planned disaster recovery exercises 30 calendar days in advance of an exercise and will notify DIS of any Service requests needed for the exercise.
- 16.20. KC may review and update these roles and responsibilities with DIS when the need arises and during the annual review of this SLA.

17. KING COUNTY CONTACT LIST:

King County Point of Contact

Barbara Larson
 (206) 263-4516
Barbara.Larson@metrokc.gov

Signature/Purchase Authority

Dana Spencer
 Interim Director of Service Development
 (206) 205-9234
Dana.Spencer@metrokc.gov

Billing Contact

Barbara Larson
 (206) 263-4516
Barbara.Larson@metrokc.gov

Billing Code/Account Number

8440-25800-DC

18. DIS CONTACT LIST:

DIS Contact

DIS Production Services Automations
 (360) 902-3250
[DIS DL Production Services Automation](mailto:DIS_DL_Production_Services_Automation)

DIS Help Desk

(360) 753-2454 or 1-888-241-7597
HelpDesk@DIS.WA.GOV

Customer Representative

Laura Parma

(360) 725-5321
LauraL@dis.wa.gov

19. SERVICE FEE:

- 19.1. The monthly service fees and installation fees are set forth in Attachment A of this SLA. Fees shall not exceed those identified in Attachment A without KC's written approval.
- 19.2. Monthly billing for this service fees will begin after the Caged Area and the Office Space are accepted by KC. Installation fees shall be billed after KC acceptance of the Caged Area and the Office Space.
- 19.3. Billing for the first month shall be prorated based on the number of calendar days remaining in the month after KC acceptance of the Caged Area and the Office Space.
- 19.4. DIS and KC will hold annual SLA review meetings commencing one (1) year from the date this agreement is signed, weekends and holidays excluded. The purpose of these meetings will be to review pricing and levels of support associated with the services provided by DIS in this agreement. If KC agrees that the service level has changed, DIS may propose price adjustments to Attachment A to reflect those changes.
- 19.5. Pricing identified in Attachment A shall be reviewed and adjusted with KC approval when hardware is added or deleted. All pricing will be communicated in writing by DIS to KC and must be approved by KC in writing prior to any change in Attachment A.
- 19.6. Should DIS require KC to move its equipment and infrastructure located in the Caged Area and/or Office Space to another building, the costs for any such move shall be borne by DIS.

20. SERVICE LEVEL AGREEMENT CHANGES:

- 20.1. This document may be changed at any time upon written mutual agreement of the parties.

21. ORDER OF PRECEDENCE:

- 21.1. If there is a conflict between this SLA and the Customer Service Agreement, the conflict will be resolved by giving precedence first to this SLA and then to the Customer Service Agreement.

22. ACCEPTANCE:

- 22.1. This SLA constitutes the entire agreement between both parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED
State of Washington
Department of Information Services
Computer Services Division

APPROVED
King County

Cammy Webster
Signature

Dana Spencer
Signature

Cammy Webster
Print or Type Name

DANA SPENCER
Print or Type Name

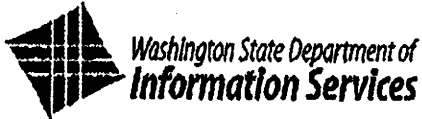
CSD Assistant Director
Title

3/8/07
Date

Interim Dir.
of SERVICE DEVEL.
Title

3/12/07
Date

Approved as to form only:
Mahani Odeh
3/12/07



Summary of Fees for DIS Datacenter Caged Area and Office Space

Attachment A 2007-001

Included below are the one-time installation and monthly service fees to be paid by KC for the "A'La Carte" Server Hosting Services and standard fees for additional services.

Section 1: One Time Installation	Fee	Includes
Enhanced, secure cage setup in Caged Area	\$9,000.00	<ul style="list-style-type: none"> ▪ Caging materials and construction (including all 4 sides) for 300 square foot Caged Area ▪ Installation of card reader locking mechanism ▪ Installation of overhead ladder racks, cable trays, wire molds, intoduct and/or conduit from cross-connect area up to the Caged Area boundaries ▪ Materials and construction of secured access to the Caged Area ▪ Installation of camera in the Caged Area to monitor the activity in this area 24 x 7
Caged Area electrical circuits installation	Included in Caged Area	<ul style="list-style-type: none"> ▪ Construction of up to twenty-four (24) 30amp/240volt, and two (2) 30 amp/120 volt electrical circuits at one time
Internet connection	None	<ul style="list-style-type: none"> ▪ DIS setup fees for KC to make its own internet connection with a service provider
Construction and setup of the dedicated Office Space	\$2,300.00	<ul style="list-style-type: none"> ▪ Materials and construction of 300 square foot Office Space ▪ Cross-connects to the Caged Area for approximately 12 Ethernet connections ▪ 30 amp 240 volt and 20 amp 120volt circuits, which do not need to be on UPS or generator ▪ Installation of card reader locking mechanism
One-Time Installation Fee Total	\$11,300.00	

Section 2: Monthly Service	Fee	Includes
Caged Area	\$6,000.00	<ul style="list-style-type: none"> ▪ Up to 12 cabinets with twenty-four (24) 30 amp/240 volt and two (2) 30 amp/120 volt electrical circuits
Office Space	\$500.00	<ul style="list-style-type: none"> ▪ Electricity, janitorial service, phone connections, cross-connect to Caged Area
Internet Connection	None	<ul style="list-style-type: none"> ▪ DIS monthly fees for KC to have its own Internet connection with a 3rd party service provider
Cross-connect	None	<ul style="list-style-type: none"> ▪ DIS monthly fees for KC to connect to a telco or connecting via Cat-6 to Office Space

Section 2: Monthly Service	Fee	Includes
Monthly metered power charges (if any)	None	▪ Monthly per kwh metered charges for power
4 telephone lines at \$28.00 per line	\$112.00	▪ Phone lines from DIS system
Managed Services including the ability for minimal server status reporting (report light status or console messages on an occasional basis when requested by KC)	Included in Caged Area	Operations staff will perform walkthrough checks every few hours, checking for audible alarms or alert lights on equipment and will include: <ul style="list-style-type: none"> ▪ 24 x 7 staffing ▪ 24 x 7 security activity logging ▪ Preemptive rebooting ▪ Unscheduled (emergency) rebooting (number of incidents per month) ▪ Problem coordination, escalation and notification
Monthly Service Fee Total	\$6,612.00	

Section 3: Standard Fees	Fee	Includes
Cross Connect Installation Fee	None	
Electrical/Data Circuit Installation Fee		
20A/120v	\$350.00	One time fee for adding a circuit
30A/120v	\$350.00	One time fee for adding a circuit
20A/240v	\$350.00	One time fee for adding a circuit
30A/240v	\$350.00	One time fee for adding a circuit
Monthly recurring cross connect fee	None	
Monthly recurring power availability charge	Included in Caged Area fee for up to 12 cabinets	
20A/120v		
30A/120v		
20A/240v		
30A/240v		