

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-274**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry and Jenny Oldham, Hardin County Attorney, to approve the attached Service Level Agreement between Hardin County Animal Shelter and Shelter Buddy International of Boston, MA. The agreement provides for shelter data and software to offer microchip implantation and pet recovery services at the County Animal Shelter.

BE IT FURTHER RESOLVED, to authorize Hardin County Animal Control to execute any and all documents related to this Service Level Agreement to be effective January 1, 2023

ADOPTED, by the Hardin County Fiscal Court in its regular meeting of 29 December 2022.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk



EFFECTIVE DATE: JANUARY 1ST, 2023

SERVICE LEVEL AGREEMENT (SLA)

SHELTERBUDDY HOSTING



Shelter Buddy

SHELTERBUDDY INTERNATIONAL
1 Washington Mall Box #1241 Boston, MA 02108



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Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between ShelterBuddy Intl. and Hardin County Animal Control for the provisioning of IT services required to support and sustain the hosting of the ShelterBuddy® system.

This Agreement is to come into effect on 1/1/2023 (“Effective Date”) and remains valid until otherwise mutually agreed in writing.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

Stakeholders

The following Service Provider and Customer are hereby entering into the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider: ShelterBuddy International (“Service Provider”)

Customer: Hardin County Animal Control (“Customer”)

Goals and Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide a consistent hosting service and support to the Customer by the Service Provider, it being intended that IT service provision by the Service Provider will be upon a mutually agreed basis.

Without limitation, it is intended to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities;
- Present a clear, concise and measurable description of service provision to the Customer;
- and
- Match perceptions of expected service provision with actual service support and delivery.

Periodic Review

This Agreement is valid from the Effective Date outlined above and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in the event that it is not reviewed during any period specified, the current Agreement will remain in effect.

Contents of this Agreement may be amended as required, provided mutual agreement is obtained in writing from the primary stakeholders and communicated to all affected parties. The Agreement will incorporate all such revisions once they have been mutually agreed in writing by the Service Provider and the Customer.

Service Agreement

The following detailed service parameters are hereby agreed:

Service Scope

The following services are to be supplied by the Service Provider:

- Manned telephone support;
- Monitored email support;

- Remote assistance using Remote Desktop and a Virtual Private Network where available; and
- Ongoing vendor security patches and system health check.

Customer Requirements

The responsibilities and/or requirements of the Customer under this Agreement include:

- Payment for all support costs at the agreed interval;
- Reasonable availability of customer representative(s) when resolving a service related incident or request; and
- Responsibility for isolating and rectifying technical faults within their own Network infrastructure, equipment and software.

Service Provider Requirements

The responsibilities and/or requirements of the Service Provider under this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- Target service availability of 99.95%

Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated to all stakeholders.

Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

Planned Service Outage Notifications

The ShelterBuddy® licence includes a regular software maintenance plan. Routine maintenance is performed every week in the following schedule:

Region	Window
US / CA	Every Monday 10.15pm to 1.00am PST
AU / NZ	Every Tuesday 9.00pm to 1.00am AEST

This is a planned service outage to conduct necessary maintenance and upgrades to ShelterBuddy® software and any vendor released non critical updates (e.g. Microsoft windows patches). The Service Provider will notify the customer in a reasonable time frame on all planned service outages.

In circumstances where an emergency service outage is required, the Service Provider reserves the right to undertake the service outage without notice. In such cases, the Service Provider will endeavour to notify the Customers prior to any service outage. An example of such case is where a vendor has released a security patch that is a critical security concern to be applied as soon as possible.

Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 24 hours a day / 7 days a week for all urgent / critical issues via the ShelterBuddy® support line (for contact number see <https://www.shelterbuddy.com/support.html>).
- Email support for non-urgent / critical issues to support@shelterbuddy.com.

Service Credits

Service credits are calculated as a percentage of the monthly hosting charges paid by the Customer in the affected monthly billing cycle in which the unavailability occurred (outside of the normal maintenance windows) in accordance with the schedule below:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

Incident Severity	Definition	Required Time To Respond	Status Reports	Target Resolution Time
Catastrophic	Defects that could (or did) cause disastrous consequences for the system. E.g. critical loss of data, critical loss of system availability, critical loss of security, critical loss of safety, etc.	1 Hour	Every Hour	4 Hours or less
Major	Incident that could (or did) cause very serious consequences for the system. E.g. Long load times forcing or intermittent errors where the system is still available but difficult to use.	2 Hour	Every Hour	8 hours or less
Minor	Incidents that could (or did) cause small or negligible consequences for the system. Easy to recover or workaround.	1 Week	Upon request	
No Effect	Trivial incident that can cause no negative consequences for the system and the system is usable.	1 Week	Upon request	

Data Storage, Backup & Security

Backup

The Service Provider takes a daily snapshot and does rolling 5 minute transaction logging. The Service Provider stores 35 days of backups, and can restore to any point between the last transaction log (worse case is 5 minutes prior to the current time) and the oldest snapshot (35 days). With regards to uploads / documents / shared files, the Service Provider will copy these to multiple servers, so there are duplicate copies at any point in time.

Security

Externally the network can only be accessed via the load-balancer which exposes only web and secure web connections. There is a dedicated VPN from the Service Provider's head-office set up so

that the Service Provider's staff can connect internally. However, this can only be done from the Service Provider's network.

Data storage

The Service Provider will provide 100GB of storage (including revisions) for the Customer's site. The usage is monitored, and if required more storage can be provided as part of the regular system health check.

Ownership of Data

Client data remains the property of the Client at all times. Client data cannot be accessed by any other third party unless prior consent is arranged. Access to the client data is required from time to time by the Service Provider's staff for the purpose of upgrades to software or fault diagnosis / resolution.

Cost of Service

The cost of hosting will be \$0 USD per month for a duration of 12 months from the Effective Date above with the use of Mobile Checkout and a minimum of 80% of adoptions processed using that system. After the 12 months the hosting will be automatically renewed for another 12 months unless written notice is provided by The Customer. If processed transactions drop below 80%, we will review ways to improve back to 80% or review this agreement as a potential annual cost and the system will be paid in USD.

Signature

THIS AGREEMENT is made on the 6th of December 2022.

BETWEEN The Customer Hardin County Animal Control and ShelterBuddy International

IT IS HEREBY AGREED AS ABOVE IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

By: _____

Harry Schechter
ShelterBuddy International
1 Washington Mall Box 1241
Boston, MA 02108

By: 

Sharon Kelly
Hardin County Animal Control
220 Peterson Drive
Elizabethtown, KY 42701



Shelter Buddy

ShelterBuddy Mobile Checkout Proposal

Alex K James

Shelter Solutions Manager

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+1-603-531-9658

Prepared for:

Hardin County Animal Control



Standard Business Terms	
✓	12 month term length
✓	Monthly fees paid annually, in USD

Annual Software License & Services Subscription			
✓	ShelterBuddy Hosting and Maintenance	No Cost	\$0*

*Shelter must maintain at least 80% of adoptions processed through Mobile Checkout feature in order to maintain no cost of the hosting and maintenance of the ShelterBuddy system.

Hardin County Animal Control chooses option #1 and opts-in to mobile checkout

Date: 12/21/2022

Name: Sharon Kelly

Signature: Sharon Kelly