

RESOLUTION NO. 07-427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KING COUNTY FOR INSTITUTIONAL NETWORK SERVICES AND LIMITED BASIC SERVICE

WHEREAS, the County offers I-Net services to municipal, county, school, library and other governmental and non-profit agencies; and

WHEREAS, the City wants to purchase I-Net services from the County; and

WHEREAS, the purpose of this Contract is to establish the Contractual, service and support responsibilities between the City and the County; now, therefore

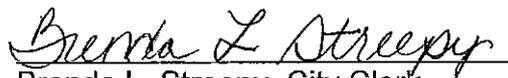
BE IT RESOLVED that the Mayor us hereby authorized to execute a contract for Institutional Network Services and Limited Basic Service between King County and the City, substantially in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 15th day of February, 2007.



Howard Botts, Mayor

Attest:



Brenda L. Streepy, City Clerk

Contract Between
King County, Washington
And
City of Black Diamond
For Institutional Network Services
Limited Basic Service

CONTRACT NO. 02COBD07

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This Contract, made Feb 15, 2007 by and between King County, Washington (hereinafter "County") and The City of Black Diamond, with its principal place of business at 25510 Lawson, Black Diamond, WA 98010 (hereinafter "Customer"), collectively the "Parties."

1. Preface

This Contract includes these terms and conditions and the following attachments:

Attachment A – Site locations covered by this Contract and Site Access Contact for each Site

Attachment B – Connectivity Change Request Form

Attachment C – Appropriate Use Policy

Attachment D - Definitions

Attachment E – Key Persons

Attachment F - Termination

Attachment G – Service List

Attachment H – Service Levels

Attachment I – IP Address Space

Attachment J – Evidence of Insurance Coverage

2. Recitals

WHEREAS, County has deployed the Institutional Network (hereinafter "I-Net"); and

WHEREAS, the County offers I-Net services to municipal, county, school, library and other governmental and non-profit agencies; and

WHEREAS, Customer wants to purchase I-Net services as defined below; and

WHEREAS, the Customer agrees that it will use I-Net facilities and services solely for educational, public access, County and government communication purposes, and not for any for-profit commercial purposes by itself or third parties; and

WHEREAS, the purpose of this Contract is to establish the Contractual, service and support responsibilities between the County and the Customer; and

NOW, THEREFORE, in consideration of payments, covenants, and Contracts hereinafter mentioned, to be made and performed by the County and Customer (hereinafter "Parties"), the Parties covenant and do mutually agree as follows:

3. Definitions

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the words and terms Contained in *Attachment D - Definitions* Shall have the meanings indicated therein. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

4. Use of the I-Net

The I-Net services provided under this Contract are for the exclusive use of the Customer at the authorized Sites. Use of I-Net services by organizations other than those listed in *Attachment A-Site locations covered by this Contract and Site Access Contact for each Site* must be approved in advance in writing by County. Allowing any other Site or agency to connect to or use I-Net services is a material breach of this Contract and may be cause to terminate service in whole or in part.

Customers may use the I-Net solely for educational, public access, and County and government communication purposes and not for any for-profit commercial purposes. Contrary use could result in the County losing the right to use most of the fibers that make up the I-Net. Customer covenants that it will comply with this requirement, and will monitor and regulate the traffic content it transports on the network to ensure its compliance with this requirement. This requirement does not prevent the Customer from collecting fees to pay the direct costs of providing non-commercial services, such as fees for video class instruction or charges to recover the cost of special use equipment. *See also, Attachment C – Appropriate Use Policy.*

Customer agrees that it Shall not resell any of the services provided under this Contract without the County's prior written permission, and Shall comply with *Attachment C – Appropriate Use Policy.*

5. Term of Contract

This Contract is effective upon execution by both Parties, and Shall remain in effect for the remainder of the calendar year in which it is signed. Thereafter, this Contract Shall renew automatically for one (1) calendar year., subject to the terms and conditions of applicable franchise agreements as amended or the lease agreement, as amended, or as set forth in the termination provisions herein.

6. Notices

Whenever this Contract provides for notice to be provided by one Party to another, such notice Shall be in writing using the U.S. postal service, express mail, e-mail or via an accepted web interface. Any time within which a Party must take some action Shall be computed from the date that said Party receives the written notice.

6.1 Notices To County for Service Matters

Report I-Net Problems to:

I-Net Network Operations Center (County)
Voice: 206.263-7000
King County I-Net Operations Center
700 5th Ave., Suite. 2300
Seattle, WA 98104
e-mail: inet.operations@metrokc.gov

6.2 Key Persons

County and Customer have identified the persons listed in *Attachment E – Key Persons* as essential to the successful completion of the tasks identified in this Contract. The roles and authority for each of these people shall be as defined in *Attachment E – Key Persons*.

7. Charges and Payment Procedures

7.1 Invoiced Charges

A service cost summary applicable to Contract is provided in *Attachment A-Site locations covered by this Contract and Site Access Contact for each Site*. I-Net charges will begin when both Parties agree that the site is activated.

7.2 Installation and Monthly Fees

A table indicating Customer Sites, service levels and costs as provided by this Contract is shown in *Attachment A-Site locations covered by this Contract and Site Access Contact for each Site*.

7.3 Invoicing and Payment

Charges will be invoiced Monthly (12 invoice periods per year).

Payment is due within 60 Days of receipt of invoice. Thereafter, interest will be charged at the rate of 1.5% per Month on the balance due.

7.4 New Site Costs

Additional Sites may be added during the term of this Contract, upon execution of an amendment to this Contract. Upon request, the County will prepare a written estimate of the costs necessary to prepare, install and connect the new Site to the I-Net, and the service rate. See *Attachment H – Service Levels* for further information. All requests for new Site connectivity must come from the Primary Contact for the Customer.

7.5 Circuits: Types and Approvals

7.5.1 Intra-Agency Circuits

Requests for Circuits where both ends are in Sites owned or controlled by the same Customer require only the approval of the Customer's Primary Contact.

7.5.2 Inter-Agency Circuits

There are two potential types of inter-agency Circuits:

- I-Net Site to I-Net Site
Inter-Agency Connection requests require the approval of the Primary Contact at each Customer involved in the Circuit Connection.
- I-Net Site to External Agency
Connection requests between Customer and an External service Provider or organization must originate with the Customer. The County will facilitate the Connection between the two at the I-Net NAP (Network Access Point) in the Westin Building.

7.6 Initiation or Change Requests

All requests for changes must come from the Primary Contact for the Customer, and be on a signed Connectivity Change Request Form as provided in *Attachment B – Connectivity Change Request Form*, and on-line at the I-Net Web Site. The change request will be evaluated by the County to assess engineering issues, and to determine whether the change is a no-cost change under the Customer's Contracted Service, or an additional cost item. If it is an additional cost item, the additional costs must be separately approved in writing by the Customer's Primary Contact, and the associated costs will be added to the Customer's invoiced bill.

7.7 No Cost Changes

Basic service options 1 and 2 include one Circuit Change per Site per year included in the Contract Price. A Circuit Change is defined as one that requires reprogramming only, with no equipment moves or adds. Additional changes will be charged at a rate to be determined based on the time necessary to implement the change request. The County will provide a written estimate of the cost of the change as part of the Change Order process.

8. Reporting

The I-Net Network Operations Center will actively monitor the state of the network (e.g., alarms and errors, bandwidth utilization, and trending). Reports on the Customer's Circuits will be used as part of the annual Contract review.

9. Sub-Contracting

The County may sub-Contract for some or all of the services covered by this Contract.

10. Insurance

During the term of the Contract both Parties Shall maintain Commercial General Liability insurance with limits of not less than \$1 million combined single limit per occurrence, \$2 million

aggregate. The above policies Shall cover or be endorsed to cover the other Party, its officers, officials, employees and agents as an additional insured. If either Party is a municipal corporation or an agency of the state of Washington and is self-insured or a member of the Washington Cities Insurance Corporation for any of the above insurance requirements, a certificate of self-insurance or a letter of coverage Shall be attached hereto as Attachment J – Evidence of Insurance Coverage and be incorporated by reference and Shall constitute compliance with this section. By requiring such minimum insurance, neither Party Shall be deemed or construed to have assessed the risks that may be applicable to the other Party under this Contract. Each Party Shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

11. Indemnification

Each Party Shall protect, defend, indemnify, and save harmless the other Party, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, for injuries to persons and/or damage to tangible property, arising out of or in any way resulting from each Party's own negligent acts or omissions associated with the I-Net services provided by the Contract to the extent each Party is liable for such acts or omissions. In the event the indemnified party incurs any costs including attorney fees to enforce the provisions of this paragraph, all such costs and fees Shall be recoverable from the Indemnitor.

11.1 Limitation of Liability

Neither party will be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages.

11.2 Survival

The provisions of this Section Shall survive the expiration or termination of this Contract with respect to any event occurring prior to expiration or termination.

12. Change Orders

Either Party may request changes to this Contract. Proposed changes which are mutually agreed upon Shall be incorporated by written amendment to this Contract. If any Change Order causes an increase or decrease in the price (fees) for, or the time required for, performance of any part of the Work under this Contract, the Parties Shall agree to an equitable adjustment in the Contract Price, the delivery schedule, or both. The County Shall be responsible for preparing all County-required documents associated with modifying the Contract to include the agreed upon Change Order. No written request, oral order, or conduct by the County will constitute a binding Change Order unless confirmed in writing by the Parties.

13. Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by Act of Nature or any other cause not within such Party's reasonable control, to perform or comply with any obligation or condition of this Contract, upon giving notice and full particulars to the other Party, such obligation or condition Shall be suspended but only for the time and to the extent necessary to restore normal operations.

14. Severability

Whenever possible, each provision of this Contract will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of this Contract and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Contract, which will remain valid and binding.

15 Nondiscrimination

15.1 No Discrimination.

15.1.1 The Customer must comply with all applicable local, state and federal laws and regulations prohibiting discrimination, including without limitation, laws and regulations prohibiting discrimination in the provision of services or employment under this Contract. These laws include, but are not limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended, Chapter 49.60 of the Revised Code of Washington, as amended, and Chapters 12.16 and 12.18 of the King County Code, as amended. If Customer engages in unfair employment practices as defined in King County Code Chapter 12.18, as amended, the remedies set forth in that Chapter, as amended Shall apply.

15.1.2 The Customer is specifically prohibited from discriminating among persons or taking any retaliatory action against a person because of that person's exercise of any right it may have under federal, state, or local law, nor may the Customer require a person to waive such rights as a condition of taking service.

15.1.3 The Customer is specifically prohibited from denying access or levying different rates and charges on any individual or group because of the income of the residents of the local area in which such group resides.

15.1.4 To the extent the County may enforce such a requirement; the Customer is specifically prohibited from discriminating in its rates or charges or from granting undue preferences to any individual or group.

15.1.5 During the performance of this Contract, neither Customer nor any party subcontracting under the authority of this Contract Shall discriminate on the basis of age, ancestry, creed, color, marital status, national origin, race, religion, sex, sexual orientation, or presence of any mental, physical or sensory handicap against any employee or applicant for employment, unless based on a bona fide occupational qualification, or in the administration or delivery of services or any other benefit under this Contract.

15.1.6 During the term of this Contract, the Customer Shall not create barriers to open and fair opportunities to participate in the use of these services., and Shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

15.1.7 Any violation of the mandatory requirements of the provisions of this Section Shall be a material breach of Contract for which the Customer may be subject to damages and sanctions provided for by Contract and by applicable law.

16. Termination

This Contract may be terminated only in accordance with the provisions of *Attachment F – Termination*.

17. Applicable Law and Forum

Except as hereinafter specifically provided, this Contract Shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom Shall be brought in King County Superior Court, which Shall have sole and exclusive jurisdiction and venue. The Parties Shall comply with all local, state and federal laws and regulations applicable to this Contract.

17.1 Dispute Resolution and Mediation

1. The Parties to this Contract may seek to resolve disputes pursuant to mediation as set forth herein, but are not required to do so. Nothing in this Subsection precludes any Party from seeking relief from the King County Superior Court.
2. Disputes. In the event that a dispute arises between the Parties which cannot be resolved in the normal course, the following dispute resolution procedures Shall be followed:
 - A. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, County's Project Manager and Customer's Site Manager Shall meet and resolve the issue; if these Parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue Shall be submitted to each Party's designated information systems manager; if these Parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue Shall be submitted for resolution to the King County Director of Information and Administrative Services and Customer's business contact.

17.2 Mediation and Arbitration

Nothing in this paragraph precludes any Party from seeking relief from King County Superior Court. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof or litigation in the King County Superior Court. The Parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

18. Services to be Provided by I-Net

The specific services applicable to this Contract are listed in *Attachment A-Site locations* covered by this Contract and *Site Access Contact* for each Site. The Parties Shall conduct an annual joint review to determine if the services provided meet the Customer's needs, and whether modifications or changes in service levels should be made. The services Shall be selected from the Service List contained in *Attachment G – Service List*.

18.1 Handoff/Demarcation Points

The Handoff or Demarcation Points for each of the Customer's Site subject to this Contract are defined and listed in *Attachment A-Site locations covered by this Contract and Site Access Contact for each Site*.

19. Service Levels

Service levels and corresponding prices Shall be provided in accordance with *Attachment H – Service Levels*. Procedures for reporting and handling problems are also contained in that attachment.

20. Services Not Provided by I-Net

The following services are not covered by this Contract:

- Applications development or support.
- Customer LAN or desktop support services.
- Telephone support for Users not named in this Contract.
- Other non-transport Customer network design or support on the Customer side of the I-Net Demarcation Point.

21. Service Requirements

The Customer agrees it will complete the items listed below throughout the Contract at no cost to the County. Failure to do so Shall be grounds for and may result in the termination of I-Net service or delay in the County's installation.

Provide the County with any contact person changes within five (5) Days of the change. Failure to keep the Contact information current may result in delays in processing of service requests.

Provide County with access to the Sites.

Provide, at no cost to the County, sufficient rack or wall space, sufficient cooling to maintain a temperature no greater than 80 degrees Fahrenheit and one 20-amp isolated ground electrical circuit.

Keep the area around the I-Net equipment locked, dry, clean, and free of obstructions to facilitate airflow and protect the equipment investment.

Notify County of any damage or other apparent problems with the equipment or fibers.

Keep the I-Net equipment in the place where the County has installed it, and not move or alter the equipment in any way without the written permission of The County.

22. Security

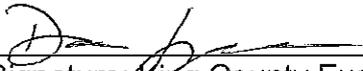
The Customer Shall ensure that all I-Net Hubs are located inside secure, limited access facilities, providing a high level of physical security. The Circuit-oriented nature of an ATM network inherently provides a high level of data integrity. Physical security of the I-Net racks and cabinets located at the Customer's Sites will be the responsibility of the Customer. The Customer is

responsible for securing its computer resources attached to the I-Net against all unauthorized access or usage.

The County requires the installation of security measures as a condition of starting or continuing to receive I-Net Service, and may change those requirements from time to time. A Security Policy for King County data networks and applications is being developed by ITS. County will incorporate this policy into its network security procedures when it is available.

IN WITNESS, THEREOF, the Parties have executed this Contract.

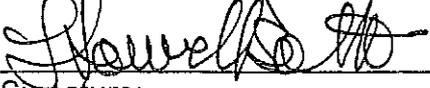
KING COUNTY


Signature: King County Executive

DANA SPENCER
Name & Title

3/15/2007
(Date)

CITY OF BLACK DIAMOND


Signature:

HOWARD BOTTS MAYOR
Name & Title

2-15-07
(Date)

Approved as to form only by:


King County Deputy Prosecuting
Attorney

3.14.07
(Date)

Approved as to form only by:

(Date)

Attachment A – Site Locations Covered by this Contract and Site Access Contact for Each Site

All Site and contact data will be kept in a database maintained by I-Net Operations. Customer agencies Shall report changes in contact personnel or location data to the I-Net Operations Center. The table below Site ID (number), name, address, city, contact, Hub, Demarcation Point, equipment owner, package and cost for each Site covered under this Contract.

City of Black Diamond

Contract No. 02COBD07

NON-RECURRING Charges

Installation Fee(s) ^a	\$400
Site Provisioning (if needed)	\$1,000
Additional Services for all sites	
TOTAL NON-RECURRING:	\$1,400

Site ID	Site Name	Street/City	Hub	Site Access Contact	Demarcation Point	Equipment Owner	L1= Limited Basic Service	Monthly Cost
2005	City of Black Diamond	25510 Lawson, Black Diamond, WA	Cedar Downs	Debbie McGraw	Switch room	KC I-Net	L1	\$375.00
MONTHLY TOTAL:								\$375.00

Attachment B - Connectivity Change Request Form

Please see: *Paragraph 7.6 Initiation or Change Requests.*

Connectivity Change Request Form is on the following page.

I-Net Connectivity Change Request Form

Date of Request:

Customer Agency:

Requestor's Name:

Please indicate if you are the Primary or Backup Contact for this Agency:

- Primary Contact
- Backup Contact

Please provide a brief description of the request:

Sites involved in change (please include site name and address, I-Net site number if known):

Duration of Change (permanent, or if temporary please state duration dates):

- Permanent
- Temporary
- ◆ Duration (for temporary changes):

Note: All change requests must be submitted by either the Customer Agency's Primary or Backup Contact and will be implemented per the terms of their I-Net Contract.

Attachment C - Appropriate Use Policy

IMPORTANT: The County's agreements with Comcast Corporation prohibits the County from building or running a cable television network or any commercial for-profit endeavor over the fiber optic cable. The restrictions in the franchises flow down and apply to the Customer.

The County has formulated this Acceptable Use Policy (Policy) for the purposes of furthering the responsible use of the I-Net and to enabling Users to receive reliable, high quality services.

In General.

I-Net must be used solely for lawful and intended purposes. No one Shall Use or aid anyone else in Using it to transmit, distribute or store material: (1) in violation of any applicable law or regulation, including export or encryption laws or regulations, or this Policy; or (2) that may expose the County to criminal or civil liability. Customers and Users are further prohibited from assisting any other person in violating any part of this Policy. Any Customer or User the County determines has violated any element of this Policy may be subject to a temporary or permanent suspension of service, including, if the County deems it necessary, immediate suspension or termination of such Customer's or User's service without notice. The County may temporarily suspend the Customer or User without notice if the County deems such action is required for the County to comply with its franchise, lease or applicable laws. The County may take such further action as it deems appropriate under the circumstances to eliminate or preclude repeat violations. The Customer will protect, defend and indemnify the County from any liability whatsoever arising out of any violation of the Appropriate Use of the I-Net and the County Shall not be liable for any damages of any nature suffered by any Customer, User, or any third party.

Responsibility for Content.

The County takes no responsibility for any material created or accessible on or through the I-Net. No User or customer should hold an expectation of privacy with respect to any matter transmitted over or by the I-Net. By entering into this Contract with King County, Customer acknowledges and accepts the absence of privacy in transmitting or using the I-Net. The County may monitor the I-Net traffic for maintenance or repair or to determine usage of the I-Net. The County does not plan to exercise any editorial control over material transmitted over or by the I-Net, but reserves the right to do so consistent with applicable laws. If the County becomes aware that any material may violate this Policy, the County reserves the right to block access to such material and to suspend or terminate any User or Customer creating, storing or disseminating such material. The County further reserves the right to cooperate with cable system representatives, legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of any User or Customer.

Impermissible Content.

Customers and Users Shall not Use I-Net to transmit or distribute material not permitted under the County's franchise Contracts, permits, or other Contracts with or grants to cable television or communications companies. Customers and Users Shall not Use I-Net to transmit or distribute unlawful material or information containing fraudulent material, or to make any offer containing unlawful, false, deceptive, or misleading statements, claims, or representations. In addition, Customers and Users are prohibited from submitting any unlawful, false or inaccurate information regarding I-Net's use to the County or any other Person.

Customers and Users Shall not Use I-Net to transmit, distribute or store material that is unlawful, including but not limited to material that is indecent, obscene, pornographic defamatory, libelous, or not Constitutionally protected. The Parties agree that law enforcement may intentionally receive and store information or materials that may be indecent, obscene, pornographic, defamatory or libelous. Such use by law enforcement, as part of its law enforcement activities Shall not be considered a violation of this Appropriate Use Policy. Customers and Users Shall not use material in any unlawful manner that would infringe, violate, dilute or misappropriate any Person's protection under privacy, publicity, or other personal rights or intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. The use of a domain name in connection with any of the I-Net services Shall not violate the trademark, service mark, or similar rights of any third party.

Customers and Users Shall not Use I-Net to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the I-Net, to any other network or equipment, or to other Customers or Users.

Third Party Rules; Usenet.

Customers and Users may have access through I-Net to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or Contracts to govern their use. Users must adhere to any such rules, guidelines, or Contracts. Users who post messages to Usenet news groups are responsible for becoming familiar with any written charter or FAQ governing use of such news groups and complying therewith.

System and Network Security.

Customers and Users Shall not Use I-Net to violate or attempt to violate the security of any Person or network, including, without limitation, (a) accessing data not intended for such Customer or User or logging into a server or account which such Customer or User is not authorized to access, (b) impersonating County personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing", "denial of service" attacks or "crashing", (e) forging any TCP/IP packet header or any part of the header information in any e-mail or news group posting, (f) taking any action in order to obtain services to which such User is not entitled, or (g) attempting to utilize another Customer's or User's account name or persona without that Person's authorization. Customers and Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for I-Net services. Security violations may result in civil or criminal liability. The County will investigate occurrences which may include such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Customers and Users who are involved in such violations.

Modification.

The County reserves the right to modify this Acceptable Use Policy in its discretion at any time. Such modifications will be effective when the Customer receives notice from the County.

Attachment D - Definitions

ASP or Application Service Provider

A business that allows another organization to use, lease, or license a Web-based service or application which is hosted and/or managed by the business at an outside facility rather than at the organization's facility.

ATM

Asynchronous Transfer Mode: A very high-speed transmission technology. ATM is a high bandwidth, low-delay Connection-oriented packet-like switching and multiplexing technique. Usable capacity is segmented into 53-byte fixed-size cells, consisting of header and information fields, allocated to services on demand.

AUP

Acceptable Use Policy:

The rules for running on the network.

Broadband

A WAN term. A transmission facility providing bandwidth greater than 45 Mbps (T3). Broadband systems generally are fiber optic in nature.

Call

A Call is an association between two or more Users or between a User and a network entity that is established by the use of network capabilities. This association may have zero or more Connections.

Circuit

A point-to-point (Site-to-Site) ATM link with defined operational characteristics. It may include various virtual Circuit types including T-1, TLS, or PVC.

CLR or Cell Loss Ratio

A negotiated QoS parameter wherein acceptable values are network specific. The objective is to minimize CLR provided the end-system adapts the traffic to the changing ATM layer transfer characteristics. The Cell Loss Ratio is defined for a Connection as: Lost Cells/Total Transmitted Cells. The CLR parameter is the value of CLR that the network agrees to offer as an objective over the lifetime of the Connection. It is expressed as an order of magnitude, having a range of 10⁻¹ to 10⁻¹⁵ and unspecified.

Connection

An ATM Connection consists of concatenation of ATM Layer links in order to provide an end-to-end information transfer capability to access points. In switched virtual Connection (SVC) environments the LAN Emulation Management entities set up Connections between each other using UNI signaling.

Connectionless

Refers to ability of existing LANs to send data without previously establishing Connections.

CTD

Cell Transfer Delay: This is defined as the elapsed time between a cell exit event at the measurement point 1 (e.g., at the source UNI) and the corresponding cell entry event at measurement point 2 (e.g., the destination UNI) for a particular Connection. The cell transfer delay between two measurement points is the sum of the total inter-ATM node transmission delay and the total ATM node processing delay.

Customer or Customer Agency

A municipality, school district, college or other governmental or non-profit agency that is a participant in the King County Institutional Network. *See Attachment A-Site locations covered by this Contract and Site Access Contact for each Site* for the specific Site locations included in this Contract.

Day

Calendar Day unless otherwise specified.

Demarcation Point

The point of interconnection between the County's I-Net fibers or Hardware and the Customer's fibers or Hardware.

DNS or Domain Name Services

Services which convert domain names into IP addresses.

DS-0

Digital Signal, Level 0: The 64 kbps rate that is the basic building block for both the North American and European digital hierarchies; a worldwide standard.

DS-1

Digital Signal, Level 1: The North American Digital Hierarchy signaling standard for transmission at 1.544 Mbps. This standard supports 24 simultaneous DS-0 signals. The term is often used interchangeably with T1 carrier although DS-1 signals may be exchanged over other transmission systems.

External Agency

An organization or ASP that is not a member of the Institutional Network, but that an I-Net Customer has requested Connection to via the I-Net NAP.

Fee Basis

A service is provided on a Fee Basis if there is a charge, whether in money, in-kind service, or otherwise, to those using the service or application. Customers using I-Net transport to charge other agencies will be charged a fee.

Handoff Point

The point in the Site where the ownership or control of the fibers or Equipment changes from the Site owner or Customer to the I-Net.

Hardware

The actual physical computing machinery, including the Firmware which is combination Hardware/Software that is "burned into" a Programmable Read Only Memory chip or chips as opposed to Software. An Integrated Access Device is an example of Hardware.

Hub

A switching location on Comcast's primary ring or one of its secondary rings.

I-Net

The King County Institutional Network, a fiber optic based transport network shared by municipal, county, school, library and other governmental and non-profit agencies in for the purpose of supporting voice, video and data communication among the participants.

Integrated Access Device or IAD

A physical device which is capable of forwarding packets between legacy interworking interfaces (e.g., Ethernet, Token Ring, T-1, etc.) and ATM interfaces based on data-link and network layer information but which does not participate in the running of any network layer routing protocol. An Integrated Access Device obtains forwarding descriptions using the route distribution protocol.

IP

Internet Protocol: Part of the TCP/IP family of protocols describing Software that tracks the Internet address of nodes, routes outgoing messages, and recognizes incoming messages.

ISP

Internet Service Provider.

ITS or Information and Telecommunications Services

A division of the Department of Information and Administrative Services within King County government.

King County

King County, Washington. A political subdivision of the State of Washington.

LAN

Local Area Network: A network designed to move data between stations within a campus.

MAN

Metropolitan Area Network: A network designed to carry data over an area larger than a campus such as an entire city and its outlying area.

Mbps

Million bits per second.

MMF

Multimode Fiber optic Cable: Fiber optic cable in which the signal or light propagates in multiple modes or paths. Since these paths may have varying lengths, a transmitted pulse of light may be received at different times and smeared to the point that pulses may interfere with surrounding pulses. This may cause the signal to be difficult or impossible to receive. This pulse dispersion sometimes limits the distance over which a MMF link can operate.

Month

The period commencing on the first calendar Day of a calendar Month and ending on and including the last Day of that calendar Month.

Multicasting

The transmit operation of a single PDU by a source interface where the PDU reaches a group of one or more destinations.

Multipoint-to-Multipoint Connection

A Multipoint-to-Multipoint Connection is a collection of associated ATM VC or VP links, and their associated nodes, with the following properties:

All Nodes in the Connection, called endpoints, serve as a Root Node in a Point-to-Multipoint Connection to all of the (N-1) remaining endpoints.

Each of the endpoints on the Connection can send information directly to any other endpoint, but the receiving endpoint cannot distinguish which of the endpoints is sending information without additional (e.g., higher layer) information.

NAP

Network Access Point. The County's NAP is in the Westin Building in Downtown Seattle.

NMS or Network Management System

A system of Hardware and Software that implements functions at the Network Management Layer or Element Management Layer functions and is used to monitor, control and manage the County's INET Network. A NMS may manage one or more other Network Management Systems.

NOC or Network Operations Center

The administrative group within King County charged with the Day-to-Day operation of the I-Net.

OSI

Open Systems Interconnect. A network model developed by the International Standards Organization.

PBX

Private Branch eXchange: PBX is the term given to a device which provides private local voice switching and voice-related services within the private network. A PBX could have an ATM API to utilize ATM services, for example Circuit Emulation Service.

Pilot Phase

A period of I-Net installation and Testing before the I-Net moves to full operations. Customers are not required to pay for services during this period but still must pay other charges, if any. The Pilot Phase begins Q1 2001 and ends Q2 2001.

Point-to-Point Connection

A Connection with only two endpoints.

PRI

Primary Rate Interface: An ISDN standard for provisioning of 1.544 Mbit/s (DS1 - North America, Japan, et al) or 2.048 Mbit/s (E1 - Europe) ISDN services. DS1 is 23 "B" channels of 64 kbit/s each and one signaling "D" channel of 64 kbit/s/ E1 is 30 "B" channels of 64 kbit/s each and one signaling "D" channel of 64 kbit/s.

Provider

King County Institutional Network (I-Net), as managed and operated by King County Information and Telecommunications Services I-Net Operations Section.

PVC or Permanent Virtual Circuit

A link with a static route defined in advance, usually by manual setup.

QoS

Quality of Service: Quality of Service is defined on an end-to-end basis in terms of the following attributes of the end-to-end ATM Connection:

- Cell Loss Ratio
- Cell Transfer Delay
- Cell Delay Variation

Rate Card

The list of rates and charges for the provision of I-Net services.

Router

A physical device that is capable of forwarding packets based on network layer information and that also participates in running one or more network layer routing protocols.

Shall or Will

Whenever used to stipulate anything, Shall or Will means that the action or inaction is mandatory by either the Customer or the County, as applicable, and means that the Customer or the County, as applicable, has thereby entered into a covenant with the other Party to do or perform the same.

Site

A single building or location. Each Site is counted as a unit for purposes of the Customer's Use Charge.

SM or Single Mode Fiber

Fiber optic cable in which the signal or light propagates in a Single Mode or path. Since all light follows the same path or travels the same distance, a transmitted pulse is not dispersed and does not interfere with adjacent pulses. SM fibers can support longer distances and are limited mainly by the amount of attenuation. Refer to MMF.

Software

All or any portion of the binary computer programs and enhancements thereto, including source code, localized versions of the binary computer programs and enhancements thereto, including source code and documentation residing on County-owned Hardware. Software is the list of instructions to operate the Hardware.

SVC

Switched Virtual Circuit: A Connection established via signaling. The User defines the endpoints when the Call is initiated.

T-1

A dedicated phone Connection supporting data rates of 1.544Mbits per second. A T-1 line actually consists of 24 individual or DS0's, each of which supports 64Kbits per second. Each 64Kbit/second channel can be configured to carry voice or data traffic. Most telephone companies allow you to buy just some of these individual channels, known as *fractional T-1* access. T-1 lines are sometimes referred to as *DS1* lines.

Testing

The process of ensuring the equipment and fiber provides the services described in this Contract.

TLS or Transparent LAN Service

A service providing for the interconnection of LANs over I-Net in native mode.

UNI

User-Network Interface: Specifications for the procedures and protocols between User equipment and either an ATM or Frame Relay network. The UNI is the physical, electrical and functional Demarcation Point between the User and the public network service Provider.

Use Charge

The amount the Customer owes for receipt of I-Net services. A Use Charge may include both Monthly and non-Monthly costs.

User

An employee, client, or other person accessing the network or using I-Net services at a facility controlled by a Customer.

WAN

Wide Area Network: This is a network which spans a large geographic area relative to office and campus environment of LAN (Local Area Network). WAN is characterized by having much greater transfer delays due to laws of physics.

Attachment E - Key Persons

The Primary Contact and the Backup Contact listed below Shall have authority, on behalf of the Customer to request and approve all network Connections to other I-Net agencies or external agencies and to add, delete or modify services and Sites, including both cost and no-cost changes.

The Backup Contact is granted complete authority in the absence of the Primary Contact. All change requests must come from and be signed by either the Primary Contact or the Backup Contact listed below, and no changes can be made to the Customer's Circuit configuration without a prior written request approval. The Customer Shall provide updated written information to the County within five (5) business days should this contact change.

The Technical Contact will be the lead on all technical and troubleshooting issues regarding I-Net transport services. The Customer Shall provide updated information to the County within five (5) business days should this contact change.

The Site Access Contact will provide physical access to the I-Net equipment at an individual Site. These contacts are listed in *Attachment A-Site locations covered by this Contract and Site Access Contact for each Site*. The Customer Shall provide updated information to the County within five (5) business days should this contact information change.

COUNTY	City of Black Diamond
Sales & Marketing Manager Walt Yeager 700 Fifth Avenue, Suite 2300 Seattle, WA 98104 Phone: (206) 263-4814 E-mail: walt.yeager@metrokc.gov	Primary Contact: Chief Rick Luther Address; 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253) 631-1012 E-mail: bdcop@aol.com
Technical Contact: Incidences & Problem Management Network Operations Center Supervisor 700 Fifth Avenue, Suite 2300 Seattle, WA 98104 Phone: (206) 263-4599 E-mail: inetoperations@metrokc.gov	Back up Contact: Cmdr Jamey Kiblinger Address; 25510 Lawson St/PO Box 309 Black Diamond, WA 98010 Phone: (253)631-1012 or 253-261-0602 E-mail: jkiblinger@cityofblackdiamond.com
Technical Contact: Provisioning & Consulting Network Engineering Supervisor 700 Fifth Avenue, Suite 2300 Seattle, WA 98104 Phone: (206) 263-4599 E-mail: SOC@metrokc.gov	Technical Contact: Chip Hanson Title: Address; Black Diamond Police Dept 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (206) 909-1931 E-mail: chiphanson@qwest.net
Invoicing/Payments: Helen Harris Title: OIRM Finance Manager 700 Fifth Avenue, Suite 2300 Seattle, WA 98104 (206) 296-1323 E-mail: Helen.harris@metrokc.gov	Site Access Contact: Debbie McGraw Title: Address; 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253)631-1012 E-mail: dmcgraw@cityofblackdiamond.com

Attachment F - Termination

1. This Contract may be terminated by either Party without cause, in whole or in part, upon providing the other Party one hundred eighty (180) Days advance written notice of the termination.

If the Contract is terminated pursuant to this *paragraph 1*: (1) the Customer will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the County Shall be released from any obligation to provide further services pursuant to the Contract.

2. Either Party may terminate this Contract, in whole or in part, upon thirty (30) Days advance written notice in the event: (1) a corrective action plan has not been accepted by the non-breaching Party within thirty (30) Days; (2) the other Party materially breaches any duty, obligation, or services required pursuant to this Contract which can not be cured; (3) the duties, obligations, or services required herein become impossible, illegal, or not feasible or (4) the Parties have agreed to a corrective action plan and the breaching Party has not commanded or completed corrective action as specified in the plan.

If the termination results from acts or omissions of the Customer, including but not limited to, damage to fiber optic lines or to County-owned equipment, or the failure to pay amounts due, the Customer Shall return to the County immediately any County-owned equipment and pay all amounts due to the County, including replacement, e.g. costs for fiber and equipment damaged as a result of the breach.

3. If expected or actual Customer or County funding is withdrawn, reduced or limited in any way prior to the termination date set forth above or in any amendment hereto, the Party without funding may, upon written notice to the other Party, terminate this Contract, in whole or in part, as of the time funding will not be available. Either Party Shall provide the other Party at least ninety (90) days notice of termination for non-appropriation.

If the Contract is terminated pursuant to this Section, paragraph 3: (1) the Customer will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the County Shall be released from any obligation to provide further services pursuant to the Contract.

County funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year which ends on December 31st.

4. Nothing herein Shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either Party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other Party.

Attachment G - Service List

1.1 Limited Basic Service

Limited Basic Service at a Site includes the following:

- Initial configuration and installation of County equipment and service, including customization of Circuits. All County-installed equipment whether at a Customer's Site or not, remains the sole property of the County.
- Section 18 identifies all services to be provided by I-Net under this service offering. Attachment A – Site locations covered by this Contract and Site Access Contact for each Site lists Sites covered in this Contract. No additional features, functionalities or transport services can be added to this offering.
- No cost changes or reconfigurations are available with this offering, including those set forth in Section 7.7
- Includes a maximum of eight (8) IP addresses with no option for adding additional IP addresses.
- 7 x 24 support. The Customer will be able to call the I-Net NOC for technical support or to initiate a trouble ticket at any hour of the day or night.

County engineers will work with the Customer's Technical Contact to design provisioning for the Customer's Sites. All installed Equipment remains the sole property of the County.

1.1.a Limited Basic Service

The following table describes Limited Basic Service available from I-Net.

SERVICE NAME	INCLUDED IN BASIC SERVICE	SERVICE DESCRIPTION	BANDWIDTH COMMITTED (Mbps)	BURST (Mbps)	USAGE
TLS	2 Circuit ends	Bridged Ethernet Circuits	"1.5/8" INAP connection	0	Between any two I-Net Sites within a single Customer Agency
INAP	1 Connection per participant.	IP Network Access Point; for interchange among I-Net Customers and between I-Net and ASP/ISP, etc. Counts as a Circuit end.	1.5	0	
Basic Internet Service	1 Connection plus backup (via INAP Connections in previous Section) per Customer Agency	Data, DNS, <u>no POP3 service</u>			

Attachment H - Service Levels

1. Network Latency

The end-to-end network latency will not be greater than 3 milliseconds.

2. System Availability

Customer Circuits will be up and operating satisfactorily at least 99.9%, as measured over each billing period, not including in this calculation scheduled maintenance time.

3. Maintenance Window

Regularly scheduled maintenance is maintenance means upgrades and non-emergency repairs that are not the result of an emergency. Scheduled maintenance procedures may be performed on Sunday mornings between 6:00a.m. and 9:00a.m.

Notice will be given to Customer of planned network outages when such an outage will affect Customer. An I-Net Outage Notification list, comprised of Customers designated Technical Contact, will be maintained for this purpose. The County will notify Customer of scheduled outages at least seventy-two (72) hours in advance. The County will endeavor to notify Customer of emergency outages as soon as possible.

4. Reliability

The I-Net network core is a redundant, self-healing network. Recovery due to a network break in the primary ring should be not greater than three (3) seconds under worst case conditions, with detection and rerouting typically occurring in approximately one (1) second.

5. Problem Reporting and Escalation Procedure

- End Users will initially report problems to their agency's Information Technology (IT) organizations per their existing internal policies.
- The Customer's IT personnel shall troubleshoot the problem to eliminate application, User platform or other potential problem sources within its internal network.
- If Customer then believes it is an I-Net Circuit problem, the Customer's designated Technical Contact(s) shall contact the I-Net Network Operations Center.
- A work order (trouble ticket) will be created based on the trouble call, and the I-Net troubleshooting process and time clock will begin.
- I-Net Operations will provide a Problem Reporting and Escalation Procedure to the Customer, and provide the Customer with progress and status information on trouble calls. The Customer should receive an initial callback regarding the status of the problem within thirty (30) minutes of the initial trouble report.

6. Problem Escalation

- I-Net Operations will attempt to resolve most problems within 2 hours of the problem report initially being logged and a trouble ticket being generated. The NOC will notify the Customer regarding the status of the reported problem, and the estimated time to repair completion.
- If, after 2 additional hours, the problem has not been resolved (within the parameters of the support window and problem severity), the Customer may contact the I-Net

Operations Manager to escalate the problem priority. At this point, the Operations Manager will assess the situation, escalate the trouble ticket's priority as necessary, and provide a best estimate of time to repair completion.

7. Additional Service Charge

If an I-Net technician is required to visit a Site to repair or troubleshoot a problem, Customer may be charged for this service. There will be no charge if the problem necessitating the visit is due to a failure with the County's equipment or network that was not the result of Customer activity, or is caused by the County. In all other situations, Customer will be charged for the visit. The charge for this service will be \$150 per hour, including travel time, with a minimum 2-hour charge. This charge will be added to the Monthly invoice.

8. New Service

- For Sites already receiving I-Net service, the County will add new services requiring only a Software change within ten (10) Days from the receipt of a written request for the additional service from the Customer and I-Net engineering approval of the change. Services requiring Hardware changes will be scheduled with the Customer.
- For locations not receiving I-Net service, the County's ability to provide requested service will be dependent upon the availability of existing fiber provisioning to the Site and of the required network equipment. It will also depend on design integration with the Customer's other existing Sites on the I-Net. This design will require the participation of both Parties. The County will add service to a new Site where minimal facilities engineering and provisioning tasks are required within sixty (60) Days from receipt of a written request for the service from the Customer's Primary Contact. When more than minimal facilities engineering and provisioning tasks are required, the installation of service will be scheduled with the Customer.
- After execution of this Contract by both Parties, the Customer must pay the full costs of new fiber design and construction required for the possible addition of a Site. Any Sites added after March 1, 2001 – and which have not already been designated as a build - will be required to pay fees to help defray the cost of equipment for the Site, as well as paying the full costs of the new fiber design and construction required for the possible addition of the Site.

9. Circuit Changes

All requests for Circuit additions or changes Shall be in writing from the Customer. A Connectivity Change Request Form is provided in *Attachment B – Connectivity Change Request Form*, and will be available on-line at the I-Net Web Site as well. The Change Request will be evaluated to assess engineering issues, and to determine whether the change is a no-cost change or is an additional cost item under this Contract. If it is an additional cost item, it must be approved in writing by the Customer and the cost will be added to the invoiced bill. The County will provision new ATM Circuits within ten (10) Days of receipt of a signed change request order and I-Net engineering approval of the change. See also Section 7.5 Circuits: Types and Approvals.

CERTIFICATE OF INSURANCE

ISSUE DATE 3/8/2007

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER Public Risk Underwriters 18106 140th AVENUE N.E. WOODINVILLE, WASHINGTON 98072-6874 PHONE (425) 482-6767 FAX (425) 482-2777	COMPANIES AFFORDING COVERAGE GENERAL LIABILITY ST PAUL FIRE & MARINE INSURANCE COMPANY AUTOMOBILE LIABILITY ST PAUL FIRE & MARINE INSURANCE COMPANY PROPERTY ST PAUL FIRE & MARINE INSURANCE COMPANY CRIME / PUBLIC EMPLOYEE DISHONESTY / BOND ST PAUL FIRE & MARINE INSURANCE COMPANY
INSURED CITY OF BLACK DIAMOND A MEMBER OF CITIES INSURANCE ASSOCIATION OF WASHINGTON P.O. BOX 599 25510 LAWSON ST. BLACK DIAMOND, WA 98010	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY				
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	GP06301883	9/1/2006	9/1/2007	GENERAL AGGREGATE \$20,000,000 PERSONAL & ADV INJURY \$10,000,000 EACH OCCURRENCE \$10,000,000 ANNUAL POOL AGGREGATE \$45,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
AUTOMOBILE LIABILITY				
ANY AUTO	GP06301883	9/1/2006	9/1/2007	COMBINED SINGLE LIMIT \$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
PROPERTY				
	GP06301883	9/1/2006	9/1/2007	\$50,000,000 LIMIT \$100,000,000 ANNUAL POOL AGGREGATE
CRIME / PUBLIC EMPLOYEE DISHONESTY / BOND				
	GP06301883	9/1/2006	9/1/2007	\$500,000 EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

WITH REGARD TO INET SERVICE AS PROVIDED BY CONTRACT, KING COUNTY, IT'S OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED, WITH RESPECT TO THE ABOVE REFERENCED CONTRACT ONLY, SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. ADDITIONAL INSURED ENDORSEMENT AND ADDITIONAL PROTECTED PERSONS ENDORSEMENT-INET INTERNET SERVICES ATTACHED.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OR OBLIGATION OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER KING COUNTY I-NET OIRM/ITS 700 FIFTH AVENUE, SUITE 2300 SEATTLE, WA 98104 ATTN: WALT YEAGER	AUTHORIZED REPRESENTATIVE  Susan J. Alderin
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Attachment J - pg 1 of 4

**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS
ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS
OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR
INSURANCE.**

This endorsement changes your Public Entity Liability Protection
Pooling Groups – Excess of Self-Insured Retention.

How Coverage is Changed

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Additional protected person when required by a written contract for insurance.

Any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person. But only for covered injury or damage arising out of:

- premises you own, lease or borrow; or
- your work for that person or organization.

Any person or organization that you agree in a written contract of insurance to add as an additional protected person under this agreement is also a protected person for covered injury or damage arising out of your completed work for that person or organization. But only if the written contract for insurance specifically requires such completed work coverage for that person or organization and only for the period of time such completed work is required in the written contract for insurance

However, no person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person for injury or damage arising out of its sole negligence.

In addition, any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person only for the lessor of:

- the limits of coverage required by the written contract for insurance; or
- the limits of coverage available for this agreement.

Written contract for insurance means that part of any written contract or agreement in which you agree to add a person or organization as an additional protected person under this agreement that:

- was made before; and
- is in effect when;

NAME OF INSURED	Policy Number	Processing Date	Effective Date
Cities Insurance Association of Washington	GP06301883	3/8/07	09/01/06

Attachment J - pg 2 of 4