

RESOLUTION NO. 08-561

**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 re-establish the contractual service and support responsibilities between the City and the County; now, therefore

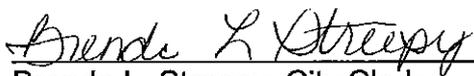
BE IT RESOLVED that the Mayor is hereby authorized to execute a contract for Institutional Network Services and Limited Basic Service between King County and the City of Black Diamond, substantially in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 4th day of December, 2008.



Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

Contract Between
King County, Washington
and
City of Black Diamond
For Institutional Network Services
CONTRACT NO. 01COBD09

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This Contract, made this _____ by and between King County, Washington (hereinafter "County") and 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 through December 2010
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 television channel 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.

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 the 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 television channel 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 from year to year for a term of three (3) years, 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 and sent certified or registered mail, return receipt requested. 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 the 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
401 5th Ave., 7th Floor
Seattle, WA 98104
E-mail: inet.operations@kingcounty.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 thirty (30) Days after this Contract is signed by both Parties.

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 forty-five (45) Days of receipt of invoice. Thereafter, interest will be charged as allowable by law but in no event more than 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 engineer, 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

Circuits will not be activated until appropriate approvals have been received, as defined below.

7.5.1 INTRA-AGENCY CIRCUITS

There are two potential types of inter-agency circuits:

7.5.1.1 I-Net Site to I-Net Site

Inter-agency connection requests require the approval of the Primary Contact of each customer involved in the circuit connection.

7.5.1.2 I-Net Site to External Agency

Connection requests between the customer and an external service provider or organization must originate with the customer. The County will facilitate the connection between the two via the I-Net NAP or as worked out with the customer and its provider.

7.5.2 CIRCUIT CHANGES

All requests for circuit additions or changes shall be in writing from the Customer. A work order will be generated based on this request. A Connectivity Change Request Form is provided in **Attachment B**. 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. If it is an additional cost item, it must be approved in writing by the Customer and the cost will be added to Customer's invoice in the next billing cycle. The County will typically provision new ATM circuits within ten (10) days of receipt of a signed change request order and I-Net engineering approval of the change.

7.5.3 NETWORK ACCESS POINT (NAP) POLICY

I-Net has a Network Access Point (NAP) that is the interconnection point between I-Net customers, the connection point with our Internet Service Providers, and is a peering point for local transit peering agreements in which we participate. Due to the criticality of the NAP, a limited group of specially trained technical staff has the privileges to make changes to these systems.

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 Risk of Loss

I-Net Users Shall be responsible for loss of or damage to I-Net equipment provided to Customer under the terms of this Contract however caused.

11.3 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.

CUSTOMER SHALL PROVIDE A MINIMUM OF SIXTY (60) DAYS WRITTEN NOTIFICATION TO THE COUNTY OF PROPOSED DESIGN OR ARCHITECTURAL CHANGES TO ALLOW THE COUNTY SUFFICIENT TIME TO REVIEW FOR COMPATIBILITY WITH I-NET EQUIPMENT AND SERVICES. IF THE CHANGE IS COMPLEX IN NATURE, THE COUNTY MAY REQUEST ADDITIONAL TIME TO PERFORM ITS REVIEW.

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 or taking any retaliatory action against a person because of that person's exercise of any right s/he may have under federal, state, or local law, nor may the Customer require a person to waive such rights as a condition of receiving 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 here from 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

17.1.1 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.

17.1.2 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:

17.1.2.1 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

17.2.1 Nothing in this subsection precludes any party from seeking relief at any time from King County Superior Court in Seattle, Washington. 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 but is not required to be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in King County Superior Court in Seattle, Washington.

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 Demarcation Points

The 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*.

18.2 Network Infrastructure Upgrade and Migration

Network Infrastructure Upgrade and Migration refers to projects that provide for the upgrade of I-Net network equipment to take advantage of new technologies or architecture that is not the result of an emergency or standard maintenance upgrade. Network Infrastructure Upgrade and Migration activities may occur outside of the regularly scheduled maintenance.

Planned Network Infrastructure Upgrade and Migration notice will be given to the Customer when such changes affect the Customer. If notification is applicable, the County will notify the Customer in accordance with Attachment E, at least thirty (30) business days in advance. The County will endeavor to notify the Customer of the: project scope; new network deployment and architecture; benefits; migration plans; and provide County contacts that are not already identified in Attachment E, if applicable.

The County will provide equipment specifications required for connectivity including equipment that meets the County's requirements. Installing specified equipment helps ensure ease of maintenance and customer support. Equipment chosen by the Customer that meets the provided specifications may be acceptable.

The County may, at its option, set a migration schedule and require Customer migration by a specified date. The County will work jointly with the Customer to set mutually agreeable migration dates based on the migration schedule.

19. Service Levels

Service levels and corresponding prices Shall be provided in accordance with *Attachment A- Site locations covered by this Contract and Site Access Contact for each Site and Attachment H – Service Levels*. Procedures for reporting and handling problems are also contained in this Attachment H.

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 do not move, alter or use the equipment in any way without the written permission of the County.

22. Security

The Customer Shall ensure that all I-Net equipment is 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 and fibers 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

23. Entire Agreement

This Contract contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract. Failure of either Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

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

KING COUNTY	CITY OF BLACK DIAMOND
X	X 
King County Executive	Title: MAYOR
Print Name:	Print Name: HOWARD BOTTS
Date:	Date: 12-14-08
Approved as to form only by: _____ King County Deputy Prosecuting Date: _____	

**Attachment A-Thru 12/31/2010 - Site Locations Covered by this
Contract & 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, tier and cost for each Site covered under this Contract. See Attachment G for details of the service offerings identified on the following page.

**		Contract No. **
Provision Fees	Per Site	
Hardware Installation Cost(s), Excluding Bandwidth Only Product & Bandwidth Only Service		
Additional Site Provisioning Cost(s) (if needed) Excluding Bandwidth Only Product & Bandwidth Only Service		
Other Additional Services	Describe when applicable	Variable
Bandwidth Only Service Provisioning Cost		\$200
Additional service - site visit	\$150 per hour	Per hr
Total Non-Recurring Charges		
I-Net reserves the right to use spare I-Net fiber that runs to customer sites for future I-Net uses.		

SERVICE OFFERING ABBREVIATIONS

See Attachment G for descriptions of the service offerings below:

Basic Service	B1	Limited Basic Services	L1
Bandwidth Only Service (King County)	BOSKC	Local Ethernet	LE
Regional Video Conferencing Service	RVCN	Transparent LAN Service	TLS
8X5 Support	24x7	KC/IGN	IGN
T1	T1	Additional Internet Bandwidth	AIB
Professional Support Services	PSS	Additional IP Addresses	AIP
Other Services	OS		

Site ID	Site Name	Hub Name	Street/City	Site Access Contact	Demarcation Point Equipment	Equipment Owner	Specify Service Offering	Specify Tier 1 or Tier 2	Monthly Cost
2005	City of Black Diamond	25510 Lawson, Black Diamond, WA	Cedar Downs	Debbie McGraw	Switch room	KC I-Net	L1	Tier 1	\$ 375
Monthly Total:									\$ 375

Attachment B – I-Net Connectivity Change Request Form

As specified in Section 7. Charges and Payment Procedures.

E-mail this form to inet.operations@KingCounty.gov.

Information Required	Column to Provide Information
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 and I-Net site number if known):	
Duration of Change: Is change permanent? (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Duration of Change: Is change temporary? If yes , specify the duration of the temporary change.	<input type="checkbox"/> Yes <input type="checkbox"/> No Duration of Temporary Change: _____
All change requests must be submitted and signed by either the Customer Agency's Primary or the Backup Contact and will be implemented per the terms of Customer's I-Net Contract.	
X _____ Signature Name: _____ Title: _____ Dated: _____ ❖	

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.

Bandwidth Only Product

Bandwidth Only Product provides a Transparent LAN Service (TLS), or Asynchronous Transfer Mode (ATM) technology. Maintenance can be included at an additional monthly fee based on the number of Customer sites, and the hours of service required by the Customer.

Bandwidth Only Service

Bandwidth Only Service provides a Transparent LAN Service (TLS), or Asynchronous Transfer Mode (ATM) technology.

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.

Demarcation 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.

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.

Local Ethernet

Local Ethernet provides a means of extending a customer's LAN between its facilities, but only within the area served by the local service Hub and is subject to fiber availability. It provides service at higher speeds of up to 1 Gbps.

Limited Basic Service

The Limited Basic Service (L1) provides a 1.5 Mbps connection served from an Ethernet port and eight (8) IP addresses. A one (1) year contract term is available for this service, and no additional options can be added without upgrading to "Basic" services.

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 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.

OIRM or Office of Information Resource Management

An Office of the King County Executive Office within King County government.

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.

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 Office of Information Resource Management I-Net Operations.

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 to the Customer's site as described in this Contract.

Transparent LAN Service (TLS)

Transparent LAN Service is a LAN extension service. It uses reserved fiber and is available to establish connections spanning the entire I-Net service area, if needed. TLS is typically delivered as Ethernet over a 10/100BaseT connection. However, it may be delivered using either a fiber optic pair running Ethernet or ATM, depending on other requirements of the Customer. The speed is adjustable from 15 Mbps to 100 Mbps. This is a bridged LAN connection that conforms to RFC 1483, also known as Multi-protocol Encapsulation over ATM Adaptation Layer 5.

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 BLACK DIAMOND
Primary Contact Name: Ayele Dagne, Network , Systems & Operations Manager 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7848 E-mail: ayele.dagne@kingcounty.gov	Primary Contact: Chief Jamey Kiblinger 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253) 631-1012 E-mail: jkiblinger@police.ci.blackdiamond.wa.us
Back up Contact Name: Darryl Hunt 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7890 E-mail: darryl.hunt@kingcounty.gov	Back up Contact: Cmdr Jamey Kiblinger 25510 Lawson St/PO Box 309 Black Diamond, WA 98010 Phone: (253)631-1012 E-mail: jkiblinger@police.ci.blackdiamond.wa.us
Technical Contact Name: Lori Dickneite Network , Systems & Operations Manager 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7848 E-mail: lori.dickneite@kingcounty.gov	Technical Contact: Chip Hanson Title: IT Manager Black Diamond Police Dept 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (360) 886-2560 E-mail: chanson@ci.blackdiamond.wa.us
Invoicing/Payments: Junko Keesecker Business and Finance Officer 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7897 E-mail: Junko.Keesecker@kingcounty.gov	Site Access Contact: Debbie McGraw Title: 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 Offerings List through 12/31/2010

The following abbreviations have been assigned to the service offerings to represent the offerings below:

SERVICE OFFERING ABBREVIATIONS

See Attachment G & Attachment H for descriptions of the service offerings below:

Basic Service	B1	Limited Basic Services	L1
Bandwidth Only Service (King County)	BOSKC	Local Ethernet	LE
Regional Video Conferencing Service	RVCN	Transparent LAN Service	TLS
8X5 Support	24x7	KC/IGN	IGN
T1	T1	Additional Internet Bandwidth	AIB
Professional Support Services	PSS	Additional IP Addresses	AIP
Other Services	OS		

1-A. Basic Service (B1):

The Basic Service (B1) provides 6Mbps with surge to 20Mbps Transparent LAN Service (TLS) connection that bridges a Customer's Ethernet LANs. The service also includes two T-1 circuits capable of interconnecting two PBX's, two routers and/or video conferencing equipment equipped with a T-1 interface card and 16 IP addresses. It also includes a 1.5Mbps with surge to 20Mbps connection to the Internet Network Access Point (INAP) and 1.5Mbps with 8Mbps surge connectivity to the Internet.

2-A. Limited Basic Service (L1):

The Limited Basic Service (L1) provides a 1.5 Mbps connection served from an Ethernet port and eight IP addresses. A one year contract term is available for this service, and no additional options can be added without upgrading to "Basic" services.

3-A. I-Net Bandwidth Only Service (BOSKC):

The Bandwidth Only Service (BOSKC) provides a Transparent LAN Service (TLS), or Asynchronous Transfer Mode (ATM) technology. Bandwidth levels available for purchase are; 15, 30, 50 and 100Mbps. An option to purchase a separate maintenance service is available. The monthly maintenance charge is calculated based on the number of Customer sites, and a desired service hour duration.

4-A. Local Ethernet Service (LE):

This is a local area network (LAN) extension service. A Customer's sites must use the same (local) I-Net service hub. Sites are served based on the availability of spare fiber optic cable. There must be an Ethernet switch installed in the service hub for which the Customer pays a provisioning fee. Bandwidth use is not metered. Local Ethernet service is offered at 100 Mbps and 1 Gbps.

All fiber optic site cable runs back to an I-Net hub. Each site has a total of six strands of cable running to an I-Net Hub.

Customer must purchase either I-Net Basic Service for at least one site to be eligible for Local Ethernet Service to the other sites fed out of that same

The County ensures that Ethernet frames are being forwarded without error. If a service engineer is dispatched to solve an incident and the incident is determined to be that of the Customer, a service call charge will be invoiced.

5-A. Regional Video Conference Network Services (RVCN):

I-Net currently offers a Regional Video Conference Network Services (, typically through a deployment of Marconi "Virtual Presence" (ViPr) equipment. This is high quality video and audio communications currently offered over a secure private fiber network. The service includes network transport (ATM) and gateway service permitting conferencing with video terminals on other networks via IP, using SIP and H.323 protocols, or Integrated Services Digital Network (ISDN), using H.320 protocol. Conferences supporting up to 100 simultaneous terminals are possible with this service.

The Customer is required to purchase their videoconferencing terminal. The preferred and only officially supported terminals for this service are Ericsson ViPr. A range of conferencing units are available from individual desktop systems to larger group conferencing systems.

Video Hardware Maintenance: Agencies of King County may purchase hardware maintenance at cost for specific models of video terminals.

6-A. Transparent LAN Service (TLS):

This is a LAN extension service. It provides wide area connectivity. Unlike Local Ethernet Service, TLS uses reserved fiber and is available to establish connections spanning the entire I-Net service area, if needed. TLS is typically delivered as Ethernet over a 10/100BaseT connection. However, it may be delivered using either a fiber optic pair running Ethernet or ATM, depending on other requirements of the Customer. The speed is adjustable from 15 Mbps to 100 Mbps. This is a bridged LAN connection that conforms to RFC 1483, also known as Multi-protocol Encapsulation over ATM Adaptation Layer 5.

7-A. Additional Internet Bandwidth (AIB):

I-Net offers additional Internet bandwidth upon Customer's request increments of 1.5 Mbps. Separate monthly charge applies.

8-A 8X5, Regular business hours support service:

Support is provided Monday through Friday during regular daytime hours except on legal holidays. The targeted initial response time will be 30 minutes. Problem resolution begins no more than two (2) hours after the initial report. Work on problems will continue within these regular business hours. It will only continue beyond these hours if escalated by the Customer and with approval of I-Net service management. 8X5, Regular business hours support service is included with video conferencing service and not available for any of I-Net's other services.

8-B 24X7, Regular business hours support service:

Support is provided 24 hours a day, 7 days a week, every day of the year. The targeted initial response time will be 30 minutes. Problem resolution begins no more than two (2) hours after the initial report. Problem resolution work will continue until resolved. 24X7, Regular business hours support service is included with I-Net's Basic and Limited Basic services; optional with Bandwidth only and local Ethernet services; and not available for video conferencing services.

9-A KC/IGN Connection:

The KC/IGN is the common data network used to connect to state agencies, counties, and cities with known end points, managed gateways, and applications. I-Net provides network transport to gain access to this network. Municipalities, public health agencies, and law enforcement agencies are able to access applications and share data with other state and local government agencies statewide. Customers connecting to the IGN must adhere to security guidelines published by Washington State Department of Information Systems (DIS) that pertain to this network. This service is bundled with both I-Net Basic and Limited Basic Services. The existing KC/IGN is maintained by King County Network Services and is connected to the Washington State Department of Information Systems (DIS) state-wide Inter-Governmental Network (IGN).

10-A Additional T1 Connection:

A dedicated connection supporting legacy data and voice applications at a fixed rate of 1.544 Mbps. This offering is usually for multiple-site agencies that have legacy T1 line ports between their facilities used to serve voice applications such as PBXs. T1 line ports can also be provided that connect between two participating agencies. Fractional T1 service is also available where individual channels may be directed to different sites. The interface is an RJ-48X connector from the I-Net edge equipment.

11-A. Additional IP Addresses Option (AIP):

Customers have the option of purchasing additional blocks of non-portable IP addresses from King County's Class B address space 146.129.x.x. The blocks come in quantities of 16.

12-A Professional Support Services (PSS):

Professional Services is meant to be a range of specialized services oriented toward helping Customers make the best use of I-Net. The scope, duration, and rates, will vary as will the skill sets of professionals involved. Here are some examples:

1. **Network Engineering Service:** This is work developing specialized network solutions to fit the Customer's needs related to I-Net services. Rates will vary depending upon the duration of the work, hourly or per job. The typical rate for in-house staff is \$80/hr. Outside resources will normally demand a higher rate up to \$150/hr. This service is subject to staff availability.
2. **Solution Architecture:** This architecture work is to aid in adapting and scaling applications to operate optimally in an I-Net enabled network environment. The hourly consultation is at the market rate. This may entail using in-house staff or may require outsourcing to obtain the resources with the correct skill set.
3. **Project Management Service:** This service will provide overall management of work performed by multiple third parties for a Customer that may be needed prior to installation of I-Net services. This service has traditionally focused on managing construction tasks necessary to deliver fiber optic media. Other related project management tasks may be considered. Charges for the service will be a fixed percentage of the estimated total project cost.

County engineers will work with the Customer's Technical Contact to design the Circuits and provisioning for the Customer's Sites. Typically the device installed at a Site will be an Integrated Access Device providing a 10/100 Mbps Ethernet Connection; T-1 Interfaces will be available on the same Integrated Access Device. All installed Equipment remains the sole property of the County.

The County provides 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.

I-Net will only provide transport from suburban cities to KC/IGN and will not be involved with application incidents and issues.

If a service engineer is dispatched to solve an incident and the incident is determined to be that of the Customer, a service call charge will be invoiced.

Attachment H - Service Levels

1. Network Latency

The end-to-end network latency will not be greater than an average of nine (9) milliseconds.

2. System Availability

Customer circuits will be up and operating satisfactorily at least **99.9%** of the time, as measured over each billing period. Scheduled maintenance time is not included in this calculation.

3. Maintenance Window

Regularly scheduled maintenance refers to upgrades and non-emergency repairs that are not the result of an emergency. Scheduled maintenance procedures may be performed on Sunday mornings between 06:00 and 09:00.

Notice will be given to the Customer of planned network outages when such an outage will affect Customer. An I-Net Outage Notification list, comprised of the Customer's 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, failover network. Recovery due to a network break in the primary ring should not be greater than three (3) seconds under worst case conditions, with detection and rerouting typically occurring in approximately one (1) second. I-Net has connections at sites for redundant connections to the border environment that connects with the internet.

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 the Customer then believes it is an I-Net circuit problem, the Customer's designated Technical Contact(s) shall contact the OIRM 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.
- OIRM 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 begin resolution of most problems within two (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. The estimated time to repair will depend on the determination of whether or not the issue is outside the control of OIRM, such as a fiber or power outage, or within the control of OIRM.

- If, after two (2) additional hours, the problem resolution has not been resolved (within the parameters of the support window and problem severity), the Customer may contact the OIRM Operations Manager to escalate the problem priority. At this point, the Operations Manager will assess the internal or external situation, escalate the trouble ticket's priority as necessary, and provide a best estimate of time to repair completion.

7. Support Services

Levels of support vary when purchasing bundled services. The section on offerings, or service bundles, shows the levels of support available for each. Here is more general information on the support levels.

8 x 5 Support: This is the default level of support provided for all services unless otherwise specified. Support is provided Monday through Friday during regular daytime hours except on legal holidays. The targeted initial response time will be 30 minutes. Problem resolution begins no more than two (2) hours after the initial report. Work on problems will continue within these regular business hours. It will only continue beyond these hours if escalated by the Customer and with approval of I-Net service management

24 x 7 x 365 Support: Support is provided 24 hours a day, 7 days a week, every day of the year. The targeted initial response time will be 30 minutes. Problem resolution begins no more than two (2) hours after the initial report. Problem resolution work will continue until resolved.

Support Surcharge: This is a fee charged when a trouble call results in the dispatch of support staff to a Customer site and the cause of trouble is found to be the responsibility of the Customer. The charge is hourly with a one hour minimum.

Professional Services: Professional Services is meant to be a range of specialized services oriented toward helping Customers make the best use of I-Net. The scope, duration, and rates, will vary as will the skill sets of professionals involved. Here are some examples:

- **Network Engineering Service:** This is work developing specialized network solutions to fit the Customer's needs related to I-Net services. Rates will vary depending upon the duration of the work, hourly or per job. The typical rate for in-house staff is \$80/hr. Outside resources will normally demand a higher rate up to \$150/hr. This service is subject to staff availability.
- **Solution Architecture:** This architecture work is to aid in adapting and scaling applications to operate optimally in an I-Net enabled network environment. The hourly consultation is at the market rate. This may entail using in-house staff or may require outsourcing to obtain the resources with the correct skill set.
- **Project Management Service:** This service will provide overall management of work performed by multiple third parties for a Customer that may be needed prior to installation

of I-Net services. This service has traditionally focused on managing construction tasks necessary to deliver fiber optic media. Other related project management tasks may be considered. Charges for the service will be a fixed percentage of the estimated total project cost.

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 Customer's Monthly invoice.

8. New Service Requests

The workflow and timing for service requests varies depending on the nature of the service being requested and constraints imposed by the Customer's status as an existing or new customer.

- For sites already receiving I-Net service, I-Net will add new services requiring only a software change within ten (10) business 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. Upon receiving I-Net engineering and the Customer's approval, I-Net will complete a work order and obtain written approval from the Customer. This approved work order will be processed by the County for Customer billing.
- For new I-Net service, I-Net's ability to provide requested service will be dependent upon the availability of existing fiber provisioning and integration with the Customer's other existing sites on I-Net. This design will require the participation of both Parties.
- The County will generally add service to a new site, where minimal facilities engineering and provisioning tasks are required, within sixty (60) business days from receipt of a written request for the service from the Customer's Primary Contact. The County requires a minimum of ninety (90) business days to construct a typical installation when new fiber installation is required. When more than minimal facilities engineering and provisioning tasks are required, the installation of service will be negotiated with the Customer. All new services require a signed amendment and will be activated as mutually agreed upon.

For all services provided to Customer that requires engineering, design, or installation services by the County, an hourly fee will be charged as specified in Attachment A.

Service cannot be activated without a fully executed Contract in place. OIRM Contract Administration is responsible for managing the contract development process with the active support of OIRM marketing and NSO management staff as required.

9. Tier 1 and 2 Support

Tier 1 Support: I-Net Customer will be the first level support responsible for; managing, monitoring, maintaining, and supporting equipment and maintenance agreements which have been transferred to County ownership. Customers with tier responsibility will have write changes to the switch.

Tier 2 Support: I-Net will have access to switches with privilege access to enable and disable (control) ports on the switch. Once Tier 1 identifies and escalates the issue, I-Net will verify the Customer issue; fix the switch or if the fiber appears down, I-Net engineer will schedule a time and date with Comcast dispatch for repair.

Attachment I – IP Address Space

IMPORTANT: IP ADDRESS SPACE IS OWNED BY THE COUNTY AND REMAINS THE PROPERTY OF KING COUNTY. THE CUSTOMER HAS THE USE OF THIS ADDRESS SPACE ONLY WHILE THIS CONTRACT IS IN PLACE. THE COUNTY CAN NOT GUARANTEE CONTIGUOUS IP ADDRESSES WHEN CUSTOMER IS PURCHASING ADDITIONAL IP ADDRESSES, UNLESS AGREED TO IN WRITING BY THE COUNTY.

**Attachment J – Evidence of Insurance Coverage Attachment J –
Evidence of Insurance Coverage**