

RESOLUTION NO. 11-753

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO CONTRACT NO. 01COBD09 WITH KING COUNTY FOR CONTINUED INSTITUTIONAL NETWORK SERVICES (I-NET) THROUGH 2013.

WHEREAS, the County offers I-Net services to the City of Black Diamond as well as other governmental agencies; and

WHEREAS, the City would like to continue to receive I-Net services; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

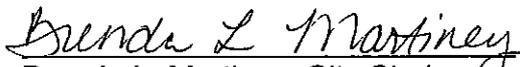
**Section 1.** The Mayor is hereby authorized to execute Amendment #1 to Contract No. 01COBD09 for continued Institutional Network Services and Limited Basic Service between King County and the City of Black Diamond, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JUNE, 2011.

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

  
Brenda L. Martinez, City Clerk

Amendment No. 1  
to the Contract No. 01COBD09  
between King County, Washington and City of Black Diamond,  
For Institutional Network Services



This Amendment #1 ("Amendment") to the Institutional Network Services Agreement is between King County, Washington (hereinafter "County"), whose principal office is located at 401 5<sup>th</sup> Avenue, 6<sup>th</sup> Floor, Seattle, WA 98104 and City of Black Diamond, with its principal place of business at 25510 Lawson, Black Diamond WA 98010 (hereinafter "Customer"), collectively the "Parties".

**WHEREAS**, County and Customer desire to modify the underlying Agreement to:

**NOW, THEREFORE**, in consideration of the foregoing recital and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing as follows:

1. **DELETE** "5. Term of Contract" in its entirety and **REPLACE** with:

**5. Term of Contract**

"This Contract is effective upon execution of Amendment No. 1 by both Parties, and Shall remain in effect until December 31, 2014. Thereafter, this Contract may be renewed upon execution of an amendment that may include a revised Attachment A, Attachment E and Attachment G for three (3) additional three (3) year terms, 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."

2. **ADD** the following new Attachment A:

"Attachment A - 01/01/12 thru 12/31/2014, Revised 5/25/2011".

3. **DELETE** Attachment E – Key Persons in its entirety and **REPLACE** with the following:

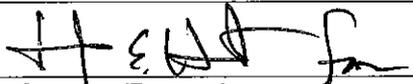
"Attachment E – Key Persons, Amendment 1, Revised 5/25/2011".

4. **DELETE** Attachment G - Service Offerings List through 12/31/2010 in its entirety and **REPLACE** with the following "Attachment G – Service Offerings List through 12/31/2013".

(Note: The County has added new service offerings.)

5. **NO OTHER AMENDMENTS**. Except as provided herein, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS, THEREOF, the Parties have executed this Amendment No. 1.

KING COUNTY	CITY OF BLACK DIAMOND
x  King County Executive for NET Business Mgr	x  Title:
Print Name: David E. Hunt	Mayor Print Name: Rebecca Olness
Date: 6/27/11	Date: June 20, 2011

**Attachment A- 01/01/12 thru 12/31/2014 - Amendment No. 1 – Revised 5/25/11**  
**Site Locations Covered by this Contract**

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.

CITY OF BLACK DIAMOND			Contract No. 01COBD09
Provision Fees *	Per Site		\$1,400
Additional Site Provisioning Cost(s) (if needed)	Per Site		\$320
Site Visit Required	\$ 150 per hour		
Additional Services – No Site Visit Required	\$ 150 per hour		Per hour
Service Provisioning	\$ 150 per hour		Per hour
<b>Total Non-Recurring Charges</b>			
I-Net reserves the right to use spare I-Net fiber that runs to customer sites for future I-Net uses.			

\* Provision Fees include \$1,000 for Hardware and \$400 for Provisioning Services

**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	I-Net High Speed /GigE	IHS/G
		I-Net Internet Service	IIS

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	King County	L1	N/A	\$375
							Technical Support	24X7, 365	Included in pricing
<b>Monthly Total</b>									<b>\$375</b>

## Attachment E - Key Persons - Amendment No. 1 – Revised 5/25/2011

The Customer's 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 Customer's 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 Customer's 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 Customer's Site Access Contact will provide physical access to the I-Net equipment at an individual Site. The contact is listed in *Attachment A-Site locations covered by this Contract*.

The Customer Shall provide updated information to the County within five (5) business days should this contact information change. Contact information updates, will not require an amendment.

COUNTY	CITY OF BLACK DIAMOND
<b>I-Net Management Contact:</b> Darryl Hunt, Manager, KCIT Customer Services 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7890 E-mail: <a href="mailto:darryl.hunt@kingcounty.gov">darryl.hunt@kingcounty.gov</a>	<b>Primary Contact Name:</b> Chief Jamey Kiblinger 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253) 631-1012 E-mail: <a href="mailto:jkiblinger@police.ci.blackdiamond.wa.us">jkiblinger@police.ci.blackdiamond.wa.us</a>
<b>I-Net Technical Contact:</b> Fred Grannan, Manager, KC Communications 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7935 E-mail: <a href="mailto:fred.grannan@kingcounty.gov">fred.grannan@kingcounty.gov</a>	<b>Back up Contact Name:</b> Chief Jamey Kiblinger 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253) 631-1012 E-mail: <a href="mailto:jkiblinger@police.ci.blackdiamond.wa.us">jkiblinger@police.ci.blackdiamond.wa.us</a>
<b>Invoicing/Payments:</b> Junko Keesecker, Business and Finance Officer 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7897 E-mail: <a href="mailto:junko.keesecker@kingcounty.gov">junko.keesecker@kingcounty.gov</a>	<b>Technical Contact Name:</b> Chip Hanson, IT Mgr 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (360) 886-2560 E-mail: <a href="mailto:chanson@ci.blackdiamond.wa.us">chanson@ci.blackdiamond.wa.us</a>
<b>Contracts/Amendments:</b> Marilyn Pritchard, Sr. IT Contracts Specialist 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7961 E-mail: <a href="mailto:Marilyn.pritchard@kingcounty.gov">Marilyn.pritchard@kingcounty.gov</a>	<b>Site Access Contact Name:</b> Debbie McGraw 25510 Lawson St/PO Box 309 Black Diamond WA 98010 Phone: (253)631-1012 E-mail: <a href="mailto:dmcgraw@cityofblackdiamond.com">dmcgraw@cityofblackdiamond.com</a>

# Attachment G - Service Offerings List through 12/31/2013

## Amendment No. 1 – Revised 5/25/2011

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	I-Net High Speed /GigE	IHS/G
		I-Net Internet Service	IIS

#### **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. All local Ethernet fiber usage is based on fiber availability.

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.

**13 - I-Net High Speed /GigE (IHS/G):** Provides high-speed transport connections between facilities. This service is available where fiber optic strand availability permits.

1. Only Customers with at least one Basic service Site or at least a minimum bandwidth purchased of 15 Mbs will be eligible to acquire I-Net High Speed services.
2. Equipment connected to I-Net fiber will be controlled by the County.
3. A design will be developed for the service requested. Both the Customer and County Shall approve this design in writing and it must be included on ATTACHMENT A—Site Locations Covered by this Contract.
4. The cost for Customer required hardware will be pro-rated over the contract term for Customers that purchase this service with or without hardware.
5. I-Net High Speed /GigE (1GigE or 10GigE) include the following: Speeds of 1GigE or 10GigE
6. 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.

**14 - I-Net Internet Service (IIS):** Provides a minimum of 10Mbps access (up/down) to the Internet via I-Net. Designed for customers with a single location or deployment site and requires access to information outside of their network via the internet. This service is available only where fiber optic strand availability permits.

1. Only Customers with existing connections to I-Net will be eligible to acquire I-Net Internet Service. Use of INAP for PTP site communications is not a feature of IIS.
2. Equipment connected to I-Net fiber will be controlled by the County.
3. This bandwidth will be delivered over the connection to the INAP.
4. Customers will receive the use of 4 non-portable IP address from King County's Class B address space 146.129.X.X.
5. 8 x 5 support standard. The Customer will be able to call the I-Net NOC for technical support or to initiate a trouble ticket Monday – Friday from 8Am thru 5PM.

6. A design will be developed for the service requested. Both the Customer and County Shall approve this design in writing and it must be included on ATTACHMENT A—Site Locations Covered by this Contract.
7. Customers may purchase add-on services:
  - a. 24 x 7 support can be purchased as an add-on service. Available. 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.
  - b. With subscription to IIS, LBO, or Basic services, additional bandwidth can be purchased from the minimum 6Mbps up to 100Mbps.
  - c.
8. IIS **does not include**: bandwidth surging, structured or un-structured t1 lines, 24x7 support service, KC/IGN access, or access to other I-Net agencies via I-Net's INAP.

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.