Burien Contract # 4535

City of Burien, Washington
City Hall Contract Routing Sheet

Name of Contracting Party: King County

Project Name/Description: Institutional Network (I-Net) Services for City Hall Internet Services

Contract Amount: $ 468 per month ($5,616 annually)

Type of Contract: (Includes Agreements, Grants, Interlocals, Leases, MOUs, etc.)

☐ Architectural/Engineering	☐ Construction/Public Works	☐ Grant
☐ From MSRC Engineering Roster	☐ Informal Bidding Process Done-3 bids (less than $35,000)	☐ Lease
☐ RFQ Process Done	☐ From MRSC Small Works Roster ($35,000 to $300,000)	☑ Other: _____
☐ Consulting/Services (Non-Engineering)	☐ Competitive/Advertised Bidding Done (Over $300,000)	☐ Contract Amendment
☐ Human Svcs/Arts&Culture	☐ Other: Sole Source - Emergency	to Contract No. _____

Is this contract authorized in the current year's budget? ☐ Yes ☐ No

If budgeted, list Fund/Dept.: General Fund - Finance - IT - Prof. Services

Page # in Budget: 2-39 Budget line item amount: ~~$51,000~~ 42-421 $15,000

BARS Account Number: 001-04-518-80-~~41-000~~ LLL

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: M.W Date: 4/26/16

- ☑ Draft contract, get contract file checklist items
- ☑ Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- ☐ Obtain *Dept. Director Approval* LC Clarke Date: 4/28/16

Legal Dept. Directions/Review: _____ Date: 4/27/2016

- ☒ Review insurance CS
- ☑ Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Review: LL Fleming Date: 4-27-16

- ☒ Review contract budget/administrative review.

City Manager Review if over ~~$25,000~~: _____ Date: _____

- ☐ Return Contract Package to Finance Dept.

Contract Manager Directions:

- ☒ Obtain signatures on contract.
- ☒ Provide fully signed copy of contract to other party.
- ☒ Make copy of contract for own files, if desired.
- ☒ Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- ☒ Assign contract number.
- ☒ Provide contract number to Contract Manager.
- ☒ Provide Contract Package to Scanner.

Contract File Checklist:

- ☐ W-9 Taxpayer ID Form N/A
- ☐ ~~Burien Business License#~~ _____
- ☐ Insurance Certificate
- ☐ Bids, if applicable ☐ N/A
- ☒ Contract Fully Signed

Institutional Network Services

This Contract, number 04BURIEN16, is made this 4/28/16 by and between King County, Washington, with its principal place of business at 401 5th Avenue, Suite 600, Seattle, WA (hereinafter "County") and the City of Burien, with its principal place of business at 400 SW 152nd Street Suite 300, Burien, WA (hereinafter "Customer"), collectively the "Parties".

i. Preface

This Contract includes these terms and conditions and Attachments A through O.

ii. Recitals

WHEREAS, the County operates and maintains the Institutional Network (hereinafter "I-Net"); and

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

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

WHEREAS, the Customer agrees that it will use I-Net facilities and services solely for educational, public access television channel, 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 the payments, covenants, and obligations contained herein, the Parties mutually agree as follows:

iii. Entire Agreement

This Contract contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract. No oral representations or other agreements have been made by the Parties.

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

KING COUNTY	CITY OF BURIEN
Print Name: SHARON POTTS	Print Name: KIM KRAUSE
Signature:	Signature:
Title: DIRECTOR, REGIONAL SERVICES	Title: FINANCE DIRECTOR
Date: 5/3/16	Date: 4/28/16

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1. 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.

2. 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(s) Covered* 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 access television channel 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 from Users 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 – Acceptable Use Policy.*

The Customer agrees that it Shall not resell any of the services provided under this Contract and Shall comply with *Attachment C – Acceptable Use Policy.*

3. Term of Contract

This Contract is effective upon execution by both Parties for a term of three (3) years, subject to: (a) the terms and conditions of the County's franchise agreements with Comcast, WAVE, and any other franchisees and related I-Net lease agreements and obligations, as amended or renewed, and (b) the Parties termination rights under Attachment F. Thereafter, this Contract may be renewed upon execution of an amendment that may include a revised Attachment A, Attachment G, Attachment H, Attachment K and/or Attachment N for additional three (3) year terms.

4. Notices

Any notice provided by one Party to the other Party under *Attachment F – Termination* Shall be in writing and sent by certified or registered mail, return receipt requested. All other notice Shall be in writing but may be provided by email. The effective date of a notice is the date on which one Party receives the notice from the other Party. If to the County, notice under Attachment F Shall be sent to the I-Net Business Manager as identified in Attachment E. If to the Customer, notice under Attachment F Shall be sent to the Primary contact as identified in Attachment E. For all other matters, notice shall be sent to the Key Person(s) as specified in Attachment E.

5. Charges and Payment Procedures

5.1 Invoiced Charges

A service cost summary applicable to the Contract is provided in *Attachment A – Sites(s) Covered.* I-Net charges will begin on the Date of Activation.

5.2 Installation and Monthly Fees

A table indicating Customer Sites, services and costs as provided by this Contract is shown in *Attachment A – Sites(s) Covered.* The County reserves the right to review and amend pricing at the end of each term of this Contract.

5.3 Invoicing and Payment

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

Payment is due within thirty (30) Days of receipt of invoice. Thereafter, interest will be charged as allowable by law but in no event Shall be more than one (1) percent per Month on the balance due.

5.4 New Site Costs

Additional Sites may be added during the term of this Contract upon execution of an amendment to this Contract which will include a revised *Attachment A - Site(s) Covered*. Upon request, the County will prepare a written estimate of the costs necessary to design, prepare, install and connect the new Site to the I-Net, and the service fees. To request an additional site, the Customer must complete *Attachment B – I-Net Connectivity Change Request Form*.

5.5 Services Activations and Changes

Services will not be activated until the Customer completes and the County approves *Attachment B – I-Net Connectivity Change Request Form*.

5.5.1 Service Changes

A Service Change is defined as one that requires I-Net configuration changes, equipment moves or add-ons. Additional charges may occur based on *Attachment K – I-Net Rate Card*.

All Service Change requests Shall be in writing from the Customer using *Attachment B – I-Net Connectivity Change Request Form*. A service ticket will be generated and evaluated to assess engineering issues and determine whether the Service Change is a no-cost change or an additional cost change. Additional cost changes must be approved in writing by the Customer and the cost will be added to the Customer's invoice in the next billing cycle. The County will typically implement the requested change in service within ten (10) Days after receiving an I-Net Connectivity Change Request Form.

5.5.2 Customer Network Architecture Changes

The Customer Shall provide a minimum of sixty (60) Days' written notification for all requests for design or architecture changes to the Customer's network using *Attachment B – I-Net Connectivity Change Request Form*. The County will review the request and evaluate for compatibility with I-Net equipment and services. If the architecture change is complex in nature, the County may request additional time to perform its review. If an architecture change is made to the Customer's topology without consultation with the County, the County will have the right to request the topology revert to the original design, assess new fees based on the new topology, or the County may terminate service per *Attachment F – Termination*.

5.5.3 No-Cost Changes

Bandwidth Services (Transport and Internet) include one no-cost Service Change per Site, per year as part of this Contract price.

6. Reporting

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

7. Subcontracting

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

8. 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. Such coverage shall include Stop Gap/Employers Liability coverage in the amount of $ 1,000,000. The above policies Shall cover or be endorsed to cover the other Party, its officers, officials, employees and agents as an additional insured to include but not be limited to ongoing operations and products-completed operations. 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.

9. Indemnification

Each Party Shall protect, defend, indemnify, and save harmless the other Party, its officers, employees, and agents from and against 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. . Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. 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.

9.1 Limitation of Liability

Limitation of Liability and Damages; Exclusion of Damages. Notwithstanding the above paragraph *in Section* 9, all liability, claims, loss or damage arising out of Customer's use of INET or any other goods or services provided under this Contract is at the sole risk of the Customer and its Users. IN NO EVENT WILL COUNTY BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL, LOSS of DATA, EVEN IF COUNTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. County's sole liability for damages will be limited to direct damages in the amount of One Hundred Dollars ($100).

9.2 Risk of Loss

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

9.3 Warranty Disclaimer by the County

EXCEPT AS PROVIDED IN *ATTACHMENT H – SERVICE LEVELS*, INET OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT IS PROVIDED BY COUNTY "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, SUPPORT, OR UPDATES OR REPRESENTATIONS WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS MADE BY THE COUNTY IN ENTERING INTO THIS CONTRACT. ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED. STATUTORY, OR OTHERWISE REGARDING THE SERVICES OR GOODS, INCLUDING WITHOUT LIMITATION THE CONDITION, QUALITY, FUNCTIONALITY, PERFORMANCE OR FREEDOM FROM ERROR OF THE INET SERVICES OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE I-NET SERVICE OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT WILL BE UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED.

9.4 Customer Warranties

9.4.1 Customer warrants and represents that Customer and Customer's User's (including any use by employees and personnel of Customer) use of the INET Service or any other goods or services provided under this Contract will be in compliance with all applicable laws, rules and regulations.

9.4.2 Customer warrants and represents that (a) it or Customer's licensors own all right, title, and interest in and to your materials; (b) Customer's materials (including the use, development, design, production of your materials) or the combination of Customer's materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (c) Customer's use of the INET service or any other goods or services provided under this Contract will not cause harm to any other customers of the County's INET service or any other goods or services provided under this Contract by the County.

9.5 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.

10. Contract 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 Contract Change Order causes an increase or decrease in the price (fees) for, or the time required for, performance of any part of the services 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 Contract Change Order. No written request, oral order, or conduct by the County will constitute a binding Contract Change Order unless confirmed in writing by the Parties.

11. Force Majeure

The term "force majeure" means: (a) an event that is unforeseeable at the time of Contract execution, (b) that is not within a Party's reasonable control, and (c) that causes an inability to perform or comply, in whole or in part, with any obligation or condition of this Contract. Upon giving prompt 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. So long as (a)-(c) are satisfied, a force majeure event may include, without limitation, acts of nature, acts of civil or military authorities, terrorism, fire, strikes and other industrial, civil or public disturbances, epidemic and quarantine.

12. 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.

13. Nondiscrimination

13.1 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, the American with Disabilities Act, and the Restoration Act of 1987, Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990, as amended (ADA), 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 the 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.

13. 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.

13. 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.

13. 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.

13. 5 During the performance of this Contract, neither the 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.

13. 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.

13. 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.

14. Termination

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

15. Applicable Law and Forum

This Contract Shall be governed by and construed according to the laws of the State of Washington. Any suit arising between the Parties Shall be brought in King County Superior Court, which shall have sole and exclusive jurisdiction and venue.

15.1 Dispute Resolution

15.1.1. 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 as a condition precedent to litigation:

15.1.1.1 If a dispute arises, then (i) within ten (10) business days of a written request by either Party, County's I-Net Business Manager and Customer's Primary Contact 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 technology 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 Chief Information Officer and Customer's Chief Information Officer or equivalent.

15.2 Mediation

If a dispute arises between the Parties that is not resolved through the procedure in Section 15.1, the Parties may, upon mutual agreement, seek to resolve the dispute by mediation or other agreed form of alternative dispute resolution.

16. Services to Be Provided by I-Net

The specific services applicable to this Contract are listed in *Attachment A – Site(s) Covered.* 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 Offerings.*

16.1 Service Types

I-Net services provided by the County include Internet Bandwidth, Transport Bandwidth, and engineering services. Internet Bandwidth and Transport Bandwidth are provided across I-Net fiber. Other available I-Net fiber shall not be used by the Customer without written approval from I-Net management.

16.2 Redundant Front Door (RFD)

I-Net has a Redundant Front Door (RFD) that is the interconnection point between I-Net customers, the upstream Internet Service Providers and is the peering point for local transit peering agreements.

16.3 Demarcation Device

The Demarcation Device for each of the Customer Sites subject to this Contract is defined and listed in *Attachment A - Site(s) Covered.*

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.

16.4 Network Infrastructure Upgrade and Migration

Network Infrastructure Upgrade and Migration refers to projects that provide for the modification 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 – Key Persons* 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 – Key Persons*, if applicable.

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.

17. Service Levels

Service levels and corresponding prices Shall be provided in accordance with *Attachment A - Site(s) Covered* and *Attachment H – Service Levels.* Procedures for reporting and handling problems are also contained in this *Attachment H – Service Levels*.

18. Services Not Currently Provided by I-Net

The following services are not covered by this Contract:

- Application development or support.
- Customer LAN or desktop support services.
- Technical support for Users not named in *Attachment E - Key Persons.*
- Other non-transport Customer network design or support on the Customer side of the I-Net Demarcation Point.
- VoIP services.
- IPv6.
- Dark fiber.
- I-Net controlled fiber.

19. 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 of I-Net services.

19.1 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.

19.2 Provide County with timely access to the Site(s).

19.3 Provide, at no cost to the County, sufficient rack or wall space, and sufficient cooling to maintain a temperature no greater than 80 degrees Fahrenheit.

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

19.5 Notify County within 24 hours of any damage or other apparent problems with the equipment or fibers.

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

19.7 Use only port A1 on the Demarcation Device provided by I-Net unless I-Net management has provided written consent to use additional ports on the Demarcation Device.

19.8 Provide Ethernet cables to the Demarcation Device.

19.9 Process reimbursement with USAC (Spin #143015282).

20. Security

The County requires the installation of physical security measures to protect the fiber connections and equipment provided by the County as a condition of starting or continuing to receive I-Net Service and may change those requirements from time to time.

Physical security of the I-Net racks, cabinets and fibers located at the Customer's Site(s) is the responsibility of the Customer. The Customer Shall ensure that all I-Net equipment is protected from unintended physical access through the use of locked rooms and/or cabinets. The Customer is responsible for securing its computer resources attached to the I-Net against all unauthorized access or use.

King County reserves the right to inspect the physical security measures at the Customer's Site(s) at any time with two (2) business days' notice to the Customer. Failure to remediate findings of such an inspection within seven (7) business days from written notice may result in suspension of I-Net connectivity until compliance is achieved.

21. Nonwaiver of Breach

No action or failure to act by either Party shall constitute a waiver of any right or duty afforded to the other under this Contract; nor shall any such action or failure to act by either Party constitute an approval of or acquiescence in any breach, except as may be specifically stated by the non-breaching party in writing.

22. No Third Party Agreement

This Contract is not intended, nor shall it be construed to create a contractual relationship of any kind between any persons or entities other than the County and Customer.

23. Taxes

The Customer shall maintain and be liable for payment of all applicable taxes, fees, licenses permits and costs as may be required by applicable federal, State or local laws and regulations as may be required to provide the work under this Contract.

Attachment A – Sites(s) Covered Thru 5/31/2019

All Site and contact data will be maintained by I-Net Operations. Customer Shall report changes in contact personnel or location data to I-Net management. The Contracted Site Services & Monthly Fees table below identifies Service Type and Bandwidth (Svc Type & BW), Site ID (number), Site Name, Site Address, City, Site Contact, CPE Device, Hub, Demarcation Point, and monthly cost for each Site covered under this Contract. I-Net owns all CPE devices installed at Customer Sites. See *Attachment G – Service Offerings* for a description of service offerings.

I-Net fiber is reserved for I-Net use only, to support delivery of I-Net services to the Sites specified below.

Service Offering Summary

1. Internet Bandwidth (IB)	2. Transport Bandwidth (TB)
3. Support Services - Platinum, Gold, Silver, Bronze	4. T1 Connection (T1)
5. Additional Internet Bandwidth (AIB)	6. Additional Transport Bandwidth (ATB)
7. Additional IPV4 Addresses (AIP)	8. Professional Services: Network Engineering Service (NES) Solution Architecture (SA) Project Management Service (PMS) Support Surcharge (SS)
9. Data Center Services (See Attachment O)	

Contracted Site Services & Monthly Fees

Svc Type & BW	Site ID	Site Name	Site Address	City	Site Contact	CPE Device	Hub	Demarcation Point	Monthly Fee
IB 50	2007	Burien City Hall	400 SW 152nd St.	Burien	Fernando Llamas 206-439-3168		Burien		$468.00
Gold Support									** $0.00
** grandfathered *rate*								TOTAL Monthly Fees:	$468.00

Installation Costs (Non-Recurring)

		Contract No. 04BURIEN16
*Provision Fees	Per Site	$
Additional Site Provisioning Cost(s) Site Visit Required	Per Site	
Additional Services – No Site Visit Required	$ 150 per hour	
Total Non-Recurring Costs		**$N/A**

Attachment B – I-Net Connectivity Change Request Form

Service Change and Architecture Change Requests must be approved by the Customer's Primary or Technical Contact and will be implemented per the terms of the Customer's Contract with I-Net.

Date _____

Requestor Contact Information

Requestor Name	
Requestor E-Mail	
Requestor Phone	

Organization (Customer) Information

Organization Name	
Primary Contact E-Mail	
Technical Contact E-Mail	

Duration of Change

☐ Permanent

☐ Temporary - Ending Date _____

Description (identify services to be changed)

Sites (identify sites that will be affected by this Service Change request)

Type	Site ID	Site Name	Address
Select			
Select			
Select			
Select			

For County use only:

Ticket # - LD / MCM	
Assigned Engineer	
☐ Billable ☐ No-Cost Change Request	

Attachment C - Acceptable Use Policy

- **IMPORTANT: The County's franchise agreement and I-Net lease agreement with Comcast, as amended or renewed, and franchise agreement with WAVE prohibit the County from building or running a cable television network or any commercial *for-profit endeavor* over the fiber optic cable. Customer acknowledges and agrees that the restrictions in the franchise agreement and lease agreement *flow down* and apply to the Customer.**

This Acceptable Use Policy ("Policy") sets forth applicable requirements for the responsible use of the I-Net.

In General.

I-Net must be used solely for lawful and intended purposes. No one Shall use or aid anyone else in using the I-Net 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 part 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 acceptable 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 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 Policy in its discretion at any time. Such modifications will be effective when the Customer receives notice from the County.

Attachment D - Definitions

Acceptable Use Policy or AUP
The rules for use of the I-Net set forth in *Attachment C – Acceptable Use Policy.*

Availability
The ability of the user network equipment to connect to I-Net Demarcation Devices for the purpose of receiving or transmitting data, voice and video. If the user network equipment cannot access the I-Net Demarcation Devices, it is said to be unavailable.

Bandwidth
The amount of digital data that can be carried or is moved from one place to another in a given time.

Bps or Bits per second
A unit of information used, for example, to quantify computer memory or storage capacity.

CIR
Committed Information Rate for the management tunnel. Minimum setting is 0 bps; maximum setting is network port Bandwidth.

Circuit
A methodology of implementing a telecommunication network in which two network nodes establish a dedicated communications channel (circuit) through the network before the nodes may communicate.

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(s) Covered* for the specific Site locations included in this Contract.

Customer Premise Equipment or CPE
The Demarcation Device at the Customer's site with ports for connecting Customer fiber.

Dark Fiber
An optical fiber strand not coupled to an optical light source.

Date of Activation
The date when I-Net services are available for Customer use.

Day
Calendar day unless otherwise specified.

Demarcation Device
The network interface equipment that serves as the Demarcation Point between I-Net and the Customer's premises wiring or equipment.

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

Dense Wavelength Division Multiplexing or DWDM
Technology that puts data from different sources together on an optical fiber, with each signal carried at the same time on its own separate light wavelength.

Domain Name Services or DNS
Services which convert domain names into IPV4 addresses.

Downtime

Refers to periods when the I-Net network is unavailable.

EIR
Excess Information Rate for the management tunnel. Minimum setting is 0 bps; maximum is Network Port bandwidth.

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.

Fiber Optic Cable
A cable installed by I-Net or for I-Net that is composed of strands of glass fiber, each strand which is designed to conduct signals of modulated light (optical signals) from one end to the other.

Fiber Strand or Strand of Fiber
A thin transparent fiber of glass enclosed by a material of a lower index of refraction that reflects light throughout its length by internal reflections.

Gbps or Gigabit per second
One billion bits per second. A unit of information used, for example, to quantify computer memory or storage capacity.

Hardware
The actual physical computing machinery, including the hardware, software, and firmware. An integrated access device is an example of Hardware.

Holiday
The following ten (10) days are designated as official County holidays: January 1 (New Year's Day), third Monday in January (Martin Luther King Jr. Day), third Monday in February (President's Day), last Monday in May (Memorial Day), July 4 (Independence Day), first Monday in September (Labor Day), November 11 (Veteran's Day), Thanksgiving and the day after, December 25 (Christmas Day). For holidays falling on a Saturday, the holiday will be observed the Friday before. For holidays falling on a Sunday, the holiday will be observed the Monday after.

Hub
A physical location, outside of Customer premises, where I-Net network equipment is installed. Normally used for the core network or interconnection purposes.

Intergovernmental Network or IGN
Provides connectivity among state agencies, counties, and local government entities.

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

Internet
A global system of interconnected computer networks that use the standard Internet protocol suite (*TCP/IP*) to serve billions of users worldwide. It is a *network of networks* that consists of millions of private, public, academic, business, and government networks, of local to global scope, that are linked by a broad array of electronic, wireless and optical networking technologies.

Internet Service Provider or ISP
An organization that provides access to the Internet. Access ISPs directly connect clients to the Internet using copper wires, wireless or fiber-optic connections.

IPV4
Internet Protocol version 4 (IPv4) is the fourth version in the development of the Internet Protocol (IP) and the first version of the protocol to be widely deployed. Together with IPv6, it is at the core of standards-based internetworking methods of the Internet. IPv4 is still used to route most traffic across the Internet.

IPV6
Internet Protocol version 6 (IPv6) is the latest revision of the Internet Protocol (IP), the communications protocol that routes traffic across the Internet. It is intended to replace IPv4, which still carries the vast majority of Internet traffic.

Kbps or Kilobit per second
One thousand bits per second. A unit of information used, for example, to quantify computer memory or storage capacity.

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

King County Information Technology or KCIT
A department within the Executive branch of King County government.

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

Mbps or Megabit per second
One million bits per second. A unit of information used, for example, to quantify computer memory or storage capacity.

Metro Optical Ethernet or MOE
A highly scalable, high capacity, Ethernet network operating a combination of traditional Layer 2 and/or Layer 3 switches interconnected through optical fiber. The latest platforms provide extensive capacity improvements in fiber asset usage allowing newer advanced services to be deployed over existing fiber infrastructures providing extensive value to fiber owners and their customers.

Multimode Fiber Optic Cable or MMF
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.

Network Design
A computer network diagram is a schematic depicting the nodes and connections among nodes in a computer network or, more generally, any telecommunications network.

Network Latency
The time measured for data to transmit across the I-Net network. Network Latency is measured round-trip: the one-way latency from source to destination plus the one-way latency from the destination back to the source. Ping is used to measure round-trip latency.

Network Management System or NMS
A system of Hardware and Software that is used to monitor, control and manage the County's I-Net network. A NMS may manage one or more other Network Management Systems.

Network Topology
The arrangement of the various elements (links, nodes, etc.) of a computer or biological network. Essentially, it is the topological structure of a network, and may be depicted physically or logically.

Network Operations Center or NOC
The logistical grouping of King County resources providing first tier monitoring and response to I-Net Customer requests.

NNI
ADVA's network interface for connection to service provider network equipment.

Peering
A voluntary interconnection of administratively separate Internet networks for the purpose of exchanging traffic between the customers of each network.

Provider
King County Institutional Network (I-Net), as managed and operated by King County I-Net Operations.

Quality of Service or QoS
Defined on an end-to-end basis in terms of the following attributes of the end-to-end connection:
- Cell Loss Ratio
- Cell Transfer Delay
- Cell Delay Variation

Rate Card
The list of prices for I-Net services set forth in Attachment K, as may be amended.

Redundant Front Door or RFD
A network exchange facility that is highly redundant, where the I-Net customers connect to the I-Net infrastructure in order to get to the Internet and inter-government networks.

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.

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.

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

SIX
The Seattle Internet Exchange (SIX) is an Internet Exchange Point situated in the Westin Building in Seattle, WA. The SIX is a fast growing, neutral and independent peering point which was created as a free exchange point sponsored only by donations. It continues to run without any re-occurring charges to the participants and current major funding comes from one-time 10 Gbps port fees. The SIX is a 501(c)(6) tax-exempt non-profit corporation.

Start of Authority or SOA
Designated source point for a DNS Domain.

State Governmental Network or SGN
The state of Washington's enterprise network that provides connectivity between participating agencies to support their mission and objectives.

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.

Switched Virtual Circuit or SVC
A connection established via signaling. The User defines the endpoints when the call is initiated.

System Availability
The time a network Circuit is available to carry User data over the I-Net network.

T-1
A dedicated phone connection supporting data rates of 1.544 Mbps. A T-1 line actually consists of 24 individual or DS0's, each of which supports 64 Kbits per second. Each 64 Kbps 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 confirming that the configuration, equipment and fiber provides the services to the Customer's site as described in this Contract.

Transport
In computer networking, the transport layer of layer 4 provides end-to-end communication services for applications within a layered architecture of network components and protocols.

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

User-Network Interface or UNI
ADVA's user network interface for connecting customer network equipment.

Attachment E - Key Persons

The Customer's Primary Contact and the Technical Contact listed below Shall have authority on behalf of the Customer to request and approve all of its 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 Primary and Technical Contacts are lead on all technology and troubleshooting issues regarding I-Net services.

All change requests must be submitted using *Appendix B - I-Net Connectivity Change Request Form* by either the Primary Contact or the Technical Contact. No changes will be made to the Customer's service configuration without approval from the Primary Contact or the Technical Contact and King County. URL to Change Request Form: http://www.kingcounty.gov/inet

The Customer's Finance Contact Shall be the primary contact for all invoicing and billing issues.

The Customer's Contracts Contact Shall be the primary contact for all contractual issues and contract changes/amendments.

The Customer's Site Access Contact Shall provide physical access for the County to the I-Net equipment at an individual Site. The contact is listed in *Attachment A - Site(s) Covered.*

The Customer Shall provide updated information to the County I-Net Management contact via email within five (5) business days should this contact information change. Contact information updates do not require an amendment via change order.

KING COUNTY	CITY OF BURIEN
I-Net Management Contact: Darryl Hunt, I-Net Business Manager 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7890 E-mail: darryl.hunt@kingcounty.gov	Primary Contact: Kim Krause, Finance Director 400 SW 152ND ST SUITE 300, Burien, WA 98166 Phone: 206-439-3150 E-mail: kimk@burienwa.gov
I-Net Technical Contact: Ed McPherson, I-Net Architect 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: (206) 263-7938 Email: ed.McPherson@kingcounty.gov	Technical Contact: Fernando Llamas Jr, Systems/GIS Administrator 400 SW 152ND ST SUITE 300, Burien, WA 98166 Phone: 206-439-3168 E-mail: fernandol@burienwa.gov
Invoicing/Payments: Ashley Byrd, Project Program Mgr 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7894 E-mail: ashley.byrd@kingcounty.gov	Finance Contact: Cathy Rossick, Accounts Payable 400 SW 152ND ST SUITE 300, Burien, WA 98166 Phone: 206-248-5509 E-mail: cathyr@burienwa.gov
Contracts/Amendments: Marilyn Pritchard, Sr. IT Contracts Specialist 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7961 E-mail: marilyn.pritchard@kingcounty.gov	Contracts Contact: Lori Fleming, Management Analyst 400 SW 152ND ST SUITE 300, Burien, WA 98166 Phone: 206-248-5518 E-mail: lorif@burienwa.gov
Data Center: Sylvia Textor, Manager 3355 S. 120th Place, Tukwila, WA 98168 Phone: 206-263-1178 24x7 Phone: 206-263-8100 (Operations Team) E-mail: sylvia.textor@kingcounty.gov	Help Desk Maya de Leon, Computer Support 400 SW 152ND ST SUITE 300, Burien, WA 98166 Phone: 206-439-3159 E-mail: mayad@burienwa.gov

Attachment F - Termination

1. **Termination for Convenience**. 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*: (a) 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 (b) the County Shall be released from any obligation to provide further services pursuant to the Contract.

2. **Termination for Default.** Either Party may terminate this Contract if the other party materially fails to perform in the manner stated in the Contract, or fails to comply with any material provision of the Contract. Termination shall be effected as follows: (1) A "notice to cure" identifying the act(s) of default shall be delivered to the breaching Party by certified or registered first class mail. The breaching Party shall have ten (10) Days from the date of receipt to cure the default or, at the non-breaching Party's discretion, provide the non-breaching Party with a detailed written plan for review and acceptance that indicates the schedule and proposed plan to cure the default. (2) If the breaching Party has not cured the default or the plan to cure the default is not acceptable to the non-breaching Party, or the breaching Party fails to perform an accepted plan to cure, the non-breaching Party may terminate the Contract by delivering a "notice of termination" by certified or registered first class mail identifying the effective date of termination.

The non-breaching Party shall have all rights and remedies available at law and equity. In addition, 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 costs, such as, any costs for fiber and equipment damaged as a result of the breach.

3. **Termination for Nonappropriation.** (1) If expected or actual funding is withdrawn, reduced or limited in any way prior to the end date of this Contract or in any Contract amendment hereto, the County may, upon written notice to the Customer, terminate this Contract in whole or in part.

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

(2) Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the services described in this Contract. Should such appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

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 Thru 5/31/2016

The following is a list of current service offerings and their definitions. Consult *Attachment K - I-Net Rate Card* for pricing.

Basic Services

1. Internet Bandwidth (IB):

The Internet Bandwidth service provides a base Bandwidth of 40Mbps. Additional Bandwidth of up to 1Gbps can be purchased in increments of 10Mbps for an additional monthly fee. Bandwidth rate limits are applied.

2. Transport Bandwidth (TB):

Transport Bandwidth is a point-to-point connection between two facilities and is subject to service availability. It provides service at a base Bandwidth of 100Mbps. Additional Bandwidth up to 10Gbps can be purchased in increments of 100Mbps or 1Gbps increments for an additional monthly fee.

3. Support Services

In addition to the basic service above, the Customer Shall select a support package (Platinum, Gold, Silver or Bronze). Each package provides a different level of service and a separate rate, as described below:

Support Svcs	Platinum	Gold	Silver	Bronze
IPV4 Addresses	32	16	8	2
EVC (1 additional)	Included	Optional	Optional	n/a
IGN Connection	Included	Included	Included	n/a
QoS* (4 CoS)	included	included	best effort	best effort
Technical Support	24X7, 365	24X7, 365	24X7, 365	8X5
Maintenance	Included	Included	Included	Included
DNS Mgmt	Included	Included	Included	Included

Descriptions

- **EVC:**
  An Ethernet Virtual Connection (EVC) is defined by the Metro-Ethernet Forum (MEF) as an association between two or more user network interfaces that identifies a point-to-point or multipoint-to-multipoint path within the service provider network. An EVC is a conceptual *service pipe* within the service provider network. One EVC comes standard with Basic Service.

- **IGN Connection:**
  The Inter-Governmental Network (IGN) is the common data network used to connect to state agencies, counties, and cities with known end points, managed gateways, and applications. The existing IGN is maintained by King County Network Services and is connected to the Washington State Department of Information Systems (DIS) state-wide IGN. 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 within the I-Net network. Customers connecting to the IGN must adhere to security guidelines published by Washington State Consolidated Technology Services (CTS) that pertain to this network. This IGN service is bundled with the I-Net ISP service.

- **QoS:**
  Quality of Service (QoS) is the ability to provide different levels of priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow.

- **Technical Support - 8X5:**
  Support is provided Monday through Friday during regular, daytime hours of 8 a.m. to 5 p.m., except on County Holidays. The targeted initial response time will be thirty (30) minutes. Problem resolution begins no more than two (2) hours after the initial report. Work on problems will continue within these daytime hours, as needed. If work is required outside of daytime hours, work Shall be escalated by the Customer and with approval of I-Net management.

- **Technical Support - 24X7, 365:**
  Support is provided 24 hours a day, 7 days a week, every day of the year. The targeted initial response time will be thirty (30) minutes. Problem resolution begins no more than two (2) hours after the initial report. Problem resolution work will continue until resolved.

- **DNS Registration and Hosting:**
  I-Net provides domain registration services to its customers. Only the designated registrar may modify or delete information about domain names in a central registry database. Registration of a domain name establishes a set of Start of Authority (SOA) records in the DNS servers of the parent domain, indicating the IPV4 address (or domain name) of DNS servers that are *authoritative* for the domain.

Additional Services

4. T1 Connection (T1):
A dedicated connection supporting legacy data and voice applications at a fixed rate of 1.544 Mbps. This service 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.

5. Additional Internet Bandwidth (AIB):
I-Net offers additional Internet bandwidth upon the Customer's request and County approval. Additional bandwidth of up to 1Gbps can be purchased in increments of 10 or 100Mbps for an additional monthly fee.

6. Additional Transport Bandwidth (ATB):
I-Net offers additional Transport Bandwidth upon Customer request and County approval. Additional bandwidth of up to 10Gbps can be purchased in increments of 100Mbps for an additional monthly fee.

7. Additional IPV4 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. The County cannot guarantee contiguous IPV4 addresses when additional addresses are purchased, unless agreed to in writing by the County.

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

a) **Network Engineering Service (NES):**
   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, and may be invoiced on an hourly or per job basis. The typical rate for in-house staff is $80/hr. Outside resources will normally demand a higher rate, up to $150/hr or more. This service is subject to staff availability.

b) **Solution Architecture (SA):**
This architecture work is to aid in adapting and scaling applications to operate optimally in an I-Net enabled network environment. The hourly consultation shall be at a rate that reasonably captures the County's cost. This may entail using in-house staff.

c) **Project Management Service (PMS):**
This service will provide overall management of work 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.

d) **Support Surcharge (SS):**
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 Customer Shall be charged at the rate specified in *Attachment A – Sites Covered*, no less than two (2) hour minimum.

Engineers will work with the Customer's Technical Contact to design the service and provisioning for the Customer's Site(s). Typically, the device installed at a Site will be a CPE providing one or more 100/1000 Mbps Ethernet connections. All installed equipment remains the sole property of the I-Net.

I-Net provides initial configuration and installation of its equipment and service, including customization of services. All I-Net installed equipment whether at a Customer's Site or not, remains the sole property of the I-Net.

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

If a network 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.

Applicable Terms and Conditions for Services described herein in Attachment G

I. Service Interruption

The County may suspend Customer's use of the services offered under this Attachment G of the Contract if the County determines that Customer or its Users use of the services (i) violates any applicable law; (Ii) poses a security risk to the services offered under this Contract; (iii) may harm the services offered under this Contract or materials of any other Customer; or (iv) may subject the County to liability as a result of any of the foregoing. We will provide notice of any suspension as soon as practicable to Customer.

To the extent practicable, the County will (i) suspend Customer's right to access or use only those instances, data, or portions of the services that caused the suspension, and (ii) limit the suspension to those accounts that caused the suspension. If feasible, access to the services will be restored once the conditions or circumstances giving rise to the suspension have been removed or corrected.

II. Other Security and Backup

Customer shall be solely responsible for properly configuring and using the services and taking steps to maintain appropriate security, protection and backup of its materials, including using encryption technology to protect the materials from unauthorized access and routinely archiving its materials.

III. Customer's Materials

Customer is solely responsible for the development, content, operation, maintenance, and use of its materials with the services. For example, Customer is solely responsible for:

a) the technical operation of its materials, including ensuring that calls it makes to any service are compatible with then-current application program interfaces for that service;

b) any claims relating to Customer's materials;

c) properly handling and processing notices sent to Customer (or any of Customer's affiliates) by any person claiming that Customer's materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act;

d) any action that Customer permits, assists or facilitates any person or entity to take related to this Contract, Customer's materials, or use of the services; and

e) Users' use of Customer's materials and the services and ensuring that Users comply with Customer's obligations under this Contract and that the terms of Customer's agreement with each User are consistent with this Contract.

IV. Customer Indemnification

Customer agrees to defend, indemnify and hold harmless the County, its officials, employees, agents and assigns, from and against any and all third party claims, damages, liabilities, losses, judgments, costs, and attorneys' fees arising directly or indirectly out of, or relating to Customer and User's use of the services provided under this Contract. Customer agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and, expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Customer will have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any claim for which County has a right to be indemnified. Customer agrees to require its Users to indemnify, defend and hold harmless the County, its officials, employees, agents and assigns from and against any claim arising from User's use of data center services, or services provided under this Attachment of the Contract.

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

A. I-Net's service delivery metrics are:

1. Internet Bandwidth Service: Availability of 99.9% annually on all services excluding planned maintenance windows and upgrades.
2. Transport Bandwidth Service: Availability of 99.9% annually on all services excluding planned maintenance windows and upgrades.

B. QoS services provide the additional metrics of: (measured using the Etherjack services):

1. One way latency within I-Net MOE platform no more than 150 milliseconds.
2. Average one way jitter less than 30 milliseconds.

C. I-Net will monitor compliance with the system availability metrics in paragraphs 2. A and B for the services provided to the Customer. A "Metric Compliance Report" will be available on the Customer's SharePoint site on a monthly basis. If I-Net is unable to achieve the performance specified in paragraphs A and or B, then at the Customer's request I-Net will provide a discount based on the parameters below:

1. **System Availability nonperformance between 4-8 business hours**–if requested by the Customer, I-Net will discount Customer's monthly fee for that month by one percent (1%), and will be reflected on the next monthly invoice. However, at no time shall the total of all fee discounts provided Customer exceed ten percent (10%) of the Customers monthly service fee over the twelve month calendar period. As an illustration, if the Customers monthly fee is $1,000, the maximum discount that will be provided over the calendar year would be $100.

2. **System Availability nonperformance (greater than 8 business hours)**-- if requested by the Customer, I-Net will discount Customer's monthly fee for that month by two percent (2%), and will be reflected on the next monthly invoice. However, at no time shall the total of all fee discounts provided Customer exceed ten percent (10%) of the Customers monthly service fee over the twelve month calendar period. As an illustration, if the Customers monthly fee is $1,000, the maximum discount that will be provided over the calendar year would be $100.

3. Reliability

The I-Net network core is a diverse path, failover network. Recovery due to a network break or equipment failure 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.

4. Maintenance Window and Planned Network Outages

Regularly scheduled maintenance includes, but is not limited to upgrades, other than Planned Network Infrastructure Upgrades and Migrations Paragraph 16.4, and non-emergency repairs. Scheduled maintenance procedures may be performed on Sunday mornings between 6 a.m. and 9 a.m. Emergency work may be performed at any time necessary to maintain the operation of I-Net services.

Notice will be given to the Customer of planned network outages when such an outage will affect the Customer. An I-Net Outage Notification list, comprised of the Customer's designated contact, will be maintained for this purpose. The County will notify the Customer of scheduled outages at

least two (2) business days in advance. The County will endeavor to notify the Customer of emergency outages as soon as possible.

5. Problem Reporting and Escalation Procedure

Users Will initially report problems to their agency's information technology (IT) organizations per their existing internal policies.

A. The Customer's IT personnel shall troubleshoot the problem to eliminate application, user platform, or other potential problem sources within its internal network.

B. If the Customer then believes it is an I-Net problem, the Customer's designated Technical Contact(s) shall contact the I-Net Network Operations Center.

C. A service ticket will be created based on the trouble call, and the I-Net troubleshooting process and time clock will begin.

D. I-Net Operations will provide a Problem Reporting and Escalation Procedure to the Customer and provide the Customer with progress and status information on the service ticket. The Customer should receive an initial callback regarding the status of the problem within thirty (30) minutes of the initial 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 service ticket being generated. I-Net Operations 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 the County, such as a fiber or power outage, or within the control of the County.

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

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

7. New Service Requests

The work required and timing for providing 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.

A. For Service Changes, including changes for sites already receiving I-Net service, I-Net will add new services requiring only a software change, typically within ten (10) business days from the receipt of an I-Net Connectivity Change Request Form 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 service ticket and obtain written approval from the Customer. This approved service ticket will be processed by the County for Customer billing.

B. For new I-Net service locations, 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.

C. 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 an I-Net Connectivity Change Request Form specifying the service from the Customer. 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 identifying the Date of Activation as agreed upon mutually by both Parties.

For all services provided to the Customer that requires engineering, design, or installation services by I-Net, an hourly fee will be charged as specified in *Attachment A – Site(s) Covered.*

Service cannot be activated without a fully executed Contract in place. KCIT Contract Services is responsible for managing the contract process with the active support of I-Net management as required.

Attachment I – IPV4 Addresses

IMPORTANT: IPV4 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 CANNOT GUARANTEE CONTIGUOUS IPV4 ADDRESSES WHEN THE CUSTOMER IS PURCHASING ADDITIONAL IPV4 ADDRESSES, UNLESS AGREED TO IN WRITING BY THE COUNTY.

Attachment J – Evidence of Insurance Coverage

WA cities
Insurance Authority

P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426

21-Apr-16 **Cert#:** 10239

King County
Attn: Darryl Hunt, I-Net Business Manager
401-5th Avenue, 7th Fl.
Seattle, WA 98104

RE: City of Burien
Institutional Network Services Contract

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 160 public entities in the State of Washington.

WCIA has at least $1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

Eric B. Larson
Deputy Director

cc: Soojin Kim

cletter

Attachment K – I-Net Rate Card

MRC = monthly recurring cost

Point-to-Point Bandwidth (PTP)

PTP BW	Port MRC	BW MRC	Total MRC
10 Gb Capable CPE ○			
10,000	$100	$2,270	$2,370
9,000	$100	$2,183	$2,283
8,000	$100	$2,096	$2,196
7,000	$100	$2,009	$2,109
6,000	$100	$1,922	$2,022
5,000	$100	$1,835	$1,935
4,000	$100	$1,748	$1,848
3,000	$100	$1,661	$1,761
2,000	$100	$1,574	$1,674
1,000	$100	$1,487	$1,587
1 Gb Capable CPE ●			
1,000	$50	$1,400	$1,450
900	$50	$1,257	$1,307
800	$50	$1,210	$1,260
700	$50	$1,162	$1,212
600	$50	$1,114	$1,164
500	$50	$1,067	$1,117
400	$50	$1,019	$1,069
300	$50	$971	$1,021
200	$50	$924	$974
100	$50	$876	$926

Internet Bandwidth (ISP) ◑

ISP BW	Port MRC	BW MRC	Total MRC
1 Gb Capable CPE			
1,000	$50	$2,000	call for rates
900	$50	$1,850	call for rates
800	$50	$1,700	call for rates
700	$50	$1,500	call for rates
600	$50	$1,400	call for rates
500	$50	$1,250	call for rates
400	$50	$1,158	call for rates
300	$50	$1,065	call for rates
200	$50	$973	call for rates
100	$50	$880	$930
90	$50	$788	$838
80	$50	$695	$745
70	$50	$603	$653
60	$50	$510	$560
50	$50	$418	$468
40	$50	$325	$375

Determining monthly Costs for I-Net Services

http://www.kingcounty.gov/inet

Additional Services	Unit	Cost
T1 Lines	2 PTP T1s	$119.00
IP Addresses	Block of 16	$64.00
P-T-P Internet & Bandwidth	See BW rate table	See BW rate table
Enhanced Customer NOC Service	MRC	$147.00
QoS (Best effort Voice, Data, Video)	Call for rate	Call for rate
Enhanced (Encryption) Security	Call for rate	Call for rate
Additional EVC	each	$30
IGN Connection	MRC	$128
Bandwidth Surging	Call for rate	Call for rate

Contract Services	Unit	Cost
Engineering, Consulting, Troubleshooting (includes travel)	Hourly	$150.0
Project Management	By project	15% of project

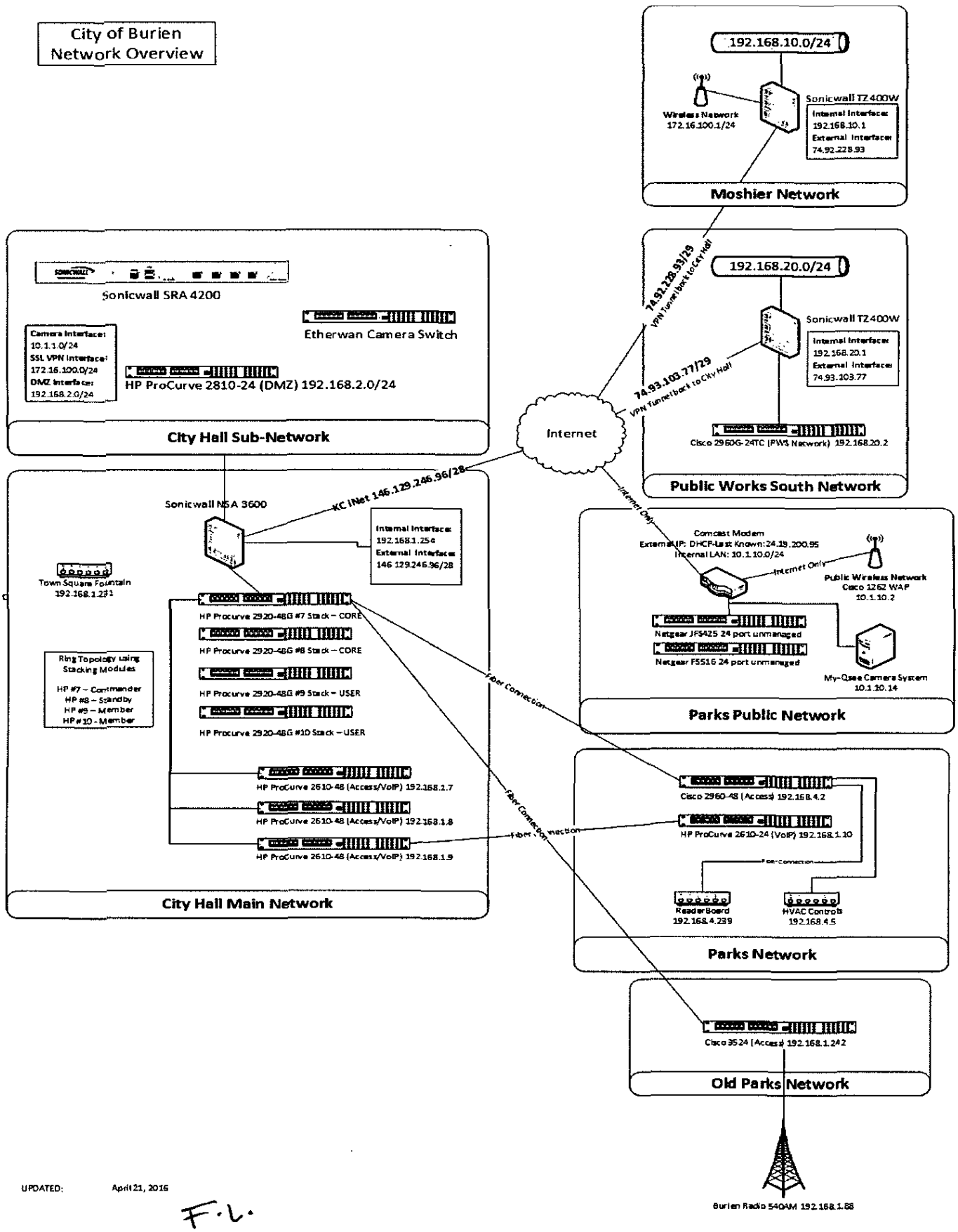
Equipment Provisioning	Unit	Cost
1 Gb CPE ●	each	$1,500.00
10 Gb CPE	each	$ 3,100.00
Hardware installation & service ( )	per unit	$400.00

● Technical Support Packages

Description	Platinum	Gold	Silver	Bronze
Support service	$100.00	$75.00	$50.00	n/a
IPV4 Addresses	32	16	8	2
EVC (1 addt'l)	included	optional	optional	n/a
IGN Connection	included	included	included	n/a
QoS (4 CoS)	included	included	best effort	best effort
Tech Support	24x7x365	24x7x365	24x7x365	8x5
Equip Maint	included	included	included	included
DNS Mgmt	included	included	included	included



Attachment L – Customer Network Topology



UPDATED: April 21, 2016

F.L.

Attachment M – Customer Access to I-Net SharePoint Site

The Customer shall have access to an "I-Net Partner Workspace", a secure SharePoint site created specifically for that Customer. On the Sharepoint site the term "Partner" has the equivalent meaning as "User" or "Customer".

The Partner Workspace is an important source for communications between the Customer and King County I-Net, specifically the KCIT I-Net team, KCIT Contracts, and KCIT Billing staff. It is intended to be used to view, post, and exchange important information between the Customer and County. .

Access to the Partner Workspace is limited to County and Customer staff with a valid user ID and password. Customer information is treated as confidential, unless disclosure is required by applicable law.

Credentials will be provided to identified staff upon the execution of this Contract.

Navigating to Your I-Net Partner Workspace

Your Partner Workspace includes a Parent Site where global announcements and calendar information will be posted. By selecting "All Site Content" on the left of the Parent Site, you will see your Partner Workspace listed.

- Partner Site URL: https://kcmicrosoftonlinecom-40.sharepoint.microsoftonline.com/inet2_partners/SitePages/Home.aspx

If you don't see the name of your organization, please call the I-Net Network Operations Center at 206-263-7000 or e-mail inetops@kingcounty.gov.

Attachment N – Data Center Services Rate Card

		Whole Cabinet *	Half Cabinet *
Level 1 Monthly Pricing	**Co-Location**	$898	$498
	Remote Hands	$1	$1
	TOTAL	**$899**	**$499**

*** For 1U cabinet pricing, contact the Data Center Manager at 206-263-1178.**

		~~Whole Cabinet *~~	~~Half Cabinet *~~
~~**Level 2 Monthly Pricing**~~	~~Co-Location~~	~~$898~~	~~$498~~
	~~Smart Hands~~	~~$101~~	~~$101~~
	~~TOTAL~~	~~**$999**~~	~~**$599**~~

*** For 1U cabinet pricing, contact the Data Center Manager at 206-263-1178.**

Co-location:

- Segregated, secure state-of-the-art cabinets: locked, redundant power capable, hot/cold aisle contained within cabinet.
- CIJS-compliant physical security: multiple layers of physical security, including two layers of "2 Factor" access security, 7x24 security presence, ~~7x24 King County staff presence~~, video surveillance cameras.
- Segregated, secure network connectivity

Remote Hands:

- Visual verification to assist remote troubleshooting efforts
- Racking and stacking equipment
- Swapping removable media (tapes, CDs, DVDs, etc.)
- Handling off-site storage requirements
- Labeling equipment or taking digital photos

~~**Smart Hands**~~:

- ~~Technical assistance and troubleshooting~~
- ~~Equipment installations and configurations~~
- ~~Interface card removal, installation and configuration~~
- ~~Testing media for continuity & proper signaling~~
- ~~Inventory of equipment~~
- ~~Power cycling: router, server, switch, soft-boot~~
- ~~Adding, removing or verifying a demarcation~~
- ~~Moving equipment within your space and cabinets~~
- ~~Wiring services: moving, securing and terminating cables~~

Managed Systems Service	Standard Virtual Environment – pricing varies
	Cloud Partnerships (future)

Managed Systems Services:

- Segregation: physical separation of systems in secured cabinets; physical separation of networks.
- Staffing Options: 7x24 staff environment
- Security: CJIS & HIPAA compliant, physical security model.

Attachment O – Colocation Agreement

The parties agree that the Customer may use space from the County for the colocation of its:

N/A	

The following colocation options are available for the Customer below. See *Attachment N – Pricing* for pricing.

a) Co-Location Level 1 (Whole cabinet or half cabinet) **(CL1W or CL1H):**

Cabinets are segregated and locked with redundant power capable. Hot aisle/cold aisle contained within cabinet.

CJIS-compliant physical security is provided. The multiple layers of physical security include: two layers of "2 Factor" access security, 7x24 King County staff presence, video surveillance cameras, and 7x24 security presence.

~~**b) Remote Hands Service (RHS):**~~

~~Visual verification to assist remote troubleshooting efforts; racking and stacking equipment; swapping removable media (tapes, CDs, DVDs, etc.); handling off-site storage requirements; labeling equipment and taking digital photos; and secure network connectivity.~~

c) Co-Location Level 2 (Whole cabinet or half cabinet) **(CL2W or CL2H):**

All features and services of Co-Location Level 1, PLUS:

Smart Hands service offering technical assistance and troubleshooting; equipment installations and configurations; interface card removal, installation and configuration; testing media for continuity and proper signaling; inventory of equipment; power cycling for router, server, switch, and soft-boot; adding, removing or verifying a demarcation; moving equipment within your space and cabinets; and wiring services (moving, securing, and terminating cables).

d) Managed Systems Service (MSSVE or MSCS):

Features of Managed System Services are: segregation (physical separation of systems in secured cabinets and physical separation of networks), staffing options in a 24/7 staff environment, and security (CJIS and HIPAA compliant and a physical security model). Two options are available:

- **Standard Virtual Environment (MSSVE):**
  2 vProc, 8 GB RAM, up to 150 GB storage, additional vProcs, RAM, and storage space can be added.

- **Cloud Services (MSCS):**