

**Contract No. 10COD16
Amendment No. 01
between
King County, Washington and City of Duvall,
for
Institutional Network (I-Net) Services**

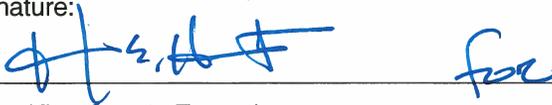
This Amendment Number 10COD16 ("Amendment") to the Institutional Network Services Agreement is between King County, Washington (hereinafter "County"), with its principal place of business at 401 5th Avenue, Suite 600, Seattle, WA and the City of Duvall, with its principal place of business at 15535 Main St NE, Duvall, WA (hereinafter "Customer"), collectively the "Parties".

WHEREAS, County and Customer desire to modify the underlying Agreement to extend the term of the Contract to December 31st, 2018, and to update the agreement, as detailed in this Amendment Number 1;

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** "Attachment A – Site(s) Covered Thru 12/31/2013-Revised 02/07/2011" in its entirety and **REPLACE** with the following "Attachment A – Site(s) Covered Thru 12/31/2018, Revised 11/20/2017".
2. **DELETE** "Attachment E - Key Persons Revised 02/07/2011" in its entirety and **REPLACE** with the following "Attachment E - Key Persons, Revised 11/20/2017".
3. **DELETE** "Attachment G – Service Offerings List through 12/31/2013" in its entirety and **REPLACE** with the following "Attachment G – Service Offerings Thru 12/31/2018, Revised 11/20/2017".
4. **DELETE** "Attachment H – Service Levels" in its entirety and **REPLACE** with the following "Attachment H – Service Levels, revised 11/20/2017".
5. **DELETE** "Attachment N – Data Center Services Rate Card" in its entirety and **REPLACE** with the following "Attachment N – Data Center Services Rate Card, revised 11/20/2017".
6. **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.

KING COUNTY	City of Duvall
Print Name: DARRYL E. Hunt	Print Name: Will Ibershop
Signature: 	Signature: 
Title: King County Executive	Title: MAYOR
Date: 12/28/17	Date: 12/19/17

Attachment A – Sites(s) Covered Thru 12/31/2018, Revised 11/20/2017

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 & Site BW	Site ID	Site Name	Site Address	City	Site Contact	CPE Device	Hub	Demarcation Point	Monthly Fee
IB 40	2011	City of Duvall	26225 NE Stephens	Duvall	Christopher Miller		Avondale		\$375.00
TOTAL Monthly Fees:									\$375.00

Installation Costs (Non-Recurring)

**			Contract No. 12COD09
*Provision Fees	Per Site		\$00
Additional Site Provisioning Cost(s) Site Visit Required	Per Site		\$00
Additional Services – No Site Visit Required	\$ 150 per hour	Per hour	\$00
Total Non-Recurring Costs			\$00

* Provision Fees include \$1,500 for ADVA FSP150CC 206V (1Gig) Hardware and \$400 for Provisioning Services. A quote for a FSP150CC XG210 (10Gig) hardware is available by request.

Attachment E - Key Persons, Revised 11/20/2017

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 Technical Contact Shall provide physical access for the County to the I-Net equipment at an individual Site. This 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 Duvall
I-Net Management Contact: Tommy Lee, I-Net Business Manager 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-8758 E-mail: tommy.lee@kingcounty.gov	Primary Contact: Name: Matthew Morton Address: PO Box 1300, Duvall, WA 98019 Phone: 425-788-1185 Cell: 206-379-6469 E-mail: matthew.morton@duvallwa.gov
I- I-Net Technical Contact: Network Operations Center (NOC) 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: (206) 263-7000 Email: inetops@kingcounty.gov	Technical Contact: Name: Christopher Miller, Systems Engineer Address: PO Box 987 Snoqualmie, WA 98065 Phone: 425-888-1555 Cell: E-mail: cpmiller@ci.snoqualmie.wa.us
Invoicing/Payments: Ana Ma-Lee, Business and Finance Officer 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7894 E-mail: ana.ma-lee@kingcounty.gov	Finance Contact: Name: Lindsey Vaughn Address: PO Box 1300, Duvall, WA 98019 Phone: 425-788-1185 E-mail: lindsey.vaughn@duvallwa.gov
Contracts/Amendments: Dominic Palo, IT Contracts Specialist 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-477-9555 E-mail: Dominic.palo@kingcounty.gov	Contracts Contact: Name: PJ Rodriguez, IT Director Address: PO Box 987 Snoqualmie, WA 98065 Phone: 425-888-1555 ext. 1115 E-mail: jrodriguez@ci.snoqualmie.wa.us
Data Center: Cedric Buchanan, Manager 3355 S. 120th Place, Tukwila, WA 98168 Phone: 206-263-5899 24x7 Phone: 206-263-8100 (Operations Team) E-mail: cbuchanan@kingcounty.gov	Help Desk Phone: E-mail:

Attachment G - Service Offerings Thru 12/31/2018, Revised 11/20/2017

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.

Attachment H –Service Levels, revised 11/20/2018

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 N – Data Center Services Rate Card, revised 11/20/2017

		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 206-263-8058.

		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 206-263-8058.

Co-location:

- Segregated, secure state-of-the-art cabinets: locked, redundant power capable, hot/cold aisle contained within cabinet.
- Physical security designed to meet CJIS requirements: multiple layers of physical security, including “multi- Factor” access security, 7x24x365 security presence, 7x24x365 King County staff monitoring, and video surveillance cameras.

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
- Physical security designed to meet CJIS and HIPPA requirements, physical security model