

**Contract Between**  
**King County, Washington**  
**and**  
**City of Duvall**

**For Institutional Network Services**

**CONTRACT NO. 12COD09**

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This Contract, made this 04/04/10 by and between King County, Washington (hereinafter "County") and City of Duvall, with its principal place of business at 15535 Main St. NE, Duvall, WA 98109 (hereinafter "Customer"), collectively the "Parties".

## 1. Preface

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

Attachment A	Site locations covered by this Contract through December 2010, 2011 & 2012
Attachment B	Connectivity Change Request Form
Attachment C	Appropriate Use Policy
Attachment D	Definitions
Attachment E	Key Persons
Attachment F	Termination
Attachment G	Service List
Attachment H	Service Levels
Attachment I	IP Address Space
Attachment J	Evidence of Insurance Coverage

## 2. Recitals

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

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

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

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

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

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

### **3. Definitions**

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

### **4. Use of the I-Net**

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

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

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

### **5. Term of Contract**

This Contract is effective upon execution by both Parties, and Shall remain in effect until December 31, 2012. Thereafter, this Contract may be renewed upon execution of an amendment that may include a revised Attachment A, Attachment G and Attachment H for three (3) year terms, subject to the terms and conditions of applicable franchise agreements as amended or the lease agreement, as amended, or as set forth in the termination provisions herein.

### **6. Notices**

Whenever this Contract provides for notice to be provided by one Party to another, such notice Shall be in writing and sent certified or registered mail, return receipt requested. Any time within which a Party must take some action Shall be computed from the date that said Party receives the written notice.

## 6.1 Notices to the County for Service Matters

### Report I-Net Problems to:

I-Net Network Operations Center (County)  
Voice: 206.263-7000

King County I-Net Operations Center  
401 5<sup>th</sup> Ave., 7<sup>th</sup> Floor  
Seattle, WA 98104  
E-mail: [inet.operations@kingcounty.gov](mailto:inet.operations@kingcounty.gov)

## 6.2 Key Persons

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

## 7. Charges and Payment Procedures

### 7.1 Invoiced Charges

A service cost summary applicable to Contract is provided in *Attachment A-Site locations covered by this Contract*. I-Net charges will begin thirty (30) Days after this Contract is signed by both Parties.

### 7.2 Installation and Monthly Fees

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

### 7.3 Invoicing and Payment

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

Payment is due within forty-five (45) Days of receipt of invoice. Thereafter, interest will be charged as allowable by law but in no event more than 1.5% per Month on the balance due.

### 7.4 New Site Costs

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

### 7.5 Circuits: Types and Approvals

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

### **7.5.1 INTRA-AGENCY CIRCUITS**

There are two potential types of inter-agency circuits:

#### **7.5.1.1 I-Net Site to I-Net Site**

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

#### **7.5.1.2 I-Net Site to External Agency**

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

### **7.5.2 CIRCUIT CHANGES**

All requests for circuit additions or changes shall be in writing from the Customer. A work order will be generated based on this request. A Connectivity Change Request Form is provided in **Attachment B**. The change request will be evaluated to assess engineering issues and to determine whether the change is a no-cost change or is an additional cost item. If it is an additional cost item, it must be approved in writing by the Customer and the cost will be added to Customer's invoice in the next billing cycle. The County will typically provision new ATM circuits within ten (10) days of receipt of a signed change request order and I-Net engineering approval of the change.

### **7.5.3 NETWORK ACCESS POINT (NAP) POLICY**

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

## **8. Reporting**

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

## **9. Sub-Contracting**

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

## **10. Insurance**

During the term of the Contract both Parties Shall maintain Commercial General Liability insurance with limits of not less than \$1 million combined single limit per occurrence, \$2 million aggregate. The above policies Shall cover or be endorsed to cover the other Party, its officers, officials, employees and agents as an additional insured. If either Party is a municipal corporation or an agency of the state of Washington and is self-insured or a member of the Washington Cities Insurance Corporation for any of the above insurance requirements, a certificate of self-insurance or a letter of coverage Shall be attached hereto as Attachment J – Evidence of Insurance Coverage and be incorporated by reference and Shall constitute compliance with this section. By requiring such minimum insurance, neither Party Shall be deemed or construed to have assessed the risks that may be applicable to the other Party under this Contract. Each Party Shall assess its