

AMENDMENT 1 TO THE MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES BETWEEN SNOHOMISH COUNTY AND WAVE BUSINESS SOLUTIONS, LLC

This Amendment 1 to the Master Services Agreement for Enterprise Services (“Amendment 1”) is entered into as of this 27th day of September, 2023, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Astound Business Solutions, LLC, a Delaware limited liability company (“Contractor”).

RECITALS

WHEREAS, the County and Wave Business Solutions, LLC are the parties to that certain Master Services Agreement for Enterprise Services (the “MSA”) executed on January 9, 2019, and

WHEREAS, Contractor underwent a corporate reorganization in January 2022, and began using Astound Business Solutions, LLC as its contracting party on a national basis (“Astound”); and

WHEREAS, the MSA Term will expire on December 31, 2023, and the parties wish to extend the MSA for five (5) additional years beginning January 1, 2024 through December 31, 2028; and

WHEREAS, the Contractor has offered discounted pricing of Four Hundred Seventy Dollars (\$470.00) per location, per month; and

WHEREAS, the estimated cost for the next five (5) year term is Five Hundred Thirty-Five Thousand Eight Hundred Dollars (\$535,800.00).

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. Article 2.1 Term and Renewal; Term of MSA shall be amended to read as follows:

Term of MSA. The term of this MSA (the “MSA Term”) shall be for ten (10) years, commencing on the Effective Date and expiring on the date that is one day prior to the tenth (10th) anniversary of the Effective Date. Provided, however that the County’s obligations after December 31, 2023, are contingent upon County Council legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2. Schedule A-1 Dark Fiber Order for Existing Dark Fiber Services from January 1, 2024 through December 31, 2028, is attached hereto and by this reference made a part of the MSA.

Except as expressly provided in this Amendment 1, all of the terms and conditions of the MSA remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be duly executed as of the date set forth above.

Snohomish County:

Astound Business Solutions, LLC:

Ken Klein Digitally signed by Ken Klein
Date: 2023.09.27 11:31:56
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DocuSigned by:
David Lampkin Lampkin Business Solutions
519DA6B14AAA45A...
Name/ Title Date

County Executive Ken Klein Date
Executive Director

Approved as to insurance and
indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.09.01 13:23:11 -07'00'

Risk Management Date

COUNCIL USE ONLY	
Approved	<u>9/27/2023</u>
ECAF #	<u>2023-1013</u>
MOT/ORD	<u>Motion 23-384</u>

EXHIBIT A-1
to
Master Services Agreement for Enterprise Services

**DARK FIBER ORDER FOR EXISTING DARK FIBER SERVICES
FOR JANUARY 1, 2024 THROUGH DECEMBER 31, 2028**

This Dark Fiber Order for Existing Dark Fiber Services (this “Service Order”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer to which it is attached.

NOTE: Termination of Old Order. Provider and Customer are the parties to that certain Dark Fiber Order for Existing Dark Fiber Services attached to the MSA as Exhibit A, pursuant to which Customer receives certain dark fiber services (the “Old Order”). The Parties now intend for this Service Order to replace and supersede the Old Order in its entirety. Accordingly, January 1, 2024, the Old Order shall terminate and have no further force or effect; provided, that any outstanding payment obligations of Customer under the Old Order shall survive until met.

Section 1: Description of Fiber Routes and Charges. Provider shall deliver to Customer the dark fiber service(s) set forth in the following table (each, a “Service,” and collectively, the “Services”). The Provider shall connect the “End Points” set forth below (each such connection, a “Fiber Route”), using the number of dark fiber strands described below, at a loss budget not to exceed the “Maximum Loss Budget” set forth below, in exchange for the monthly recurring charges (“MRC”) set forth below:

<i>From</i>	<i>To</i>	<i>Strand Count</i>	<i>Current Circuit ID</i>	<i>Fiber Distance (km)</i>	<i>Max Loss budget</i>	<i>Monthly Recurring Charge</i>
Records Dept. 1000 California St Everett, WA 98201	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	672	>10	16 dB at 1310 nm	\$470
South Precinct 15928 Mill Creek Blvd Mill Creek, WA 98012	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	1021	58	30 dB at 1310 nm	\$470
SWRTS 21311 61st Pl W Mountlake Terrace, WA 98043	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	1033	36	30 dB at 1310 nm	\$470
South District Court 20520 68th Ave W Lynnwood, WA 98036	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	1039	42	30 dB at 1310 nm	\$470
Natural Resources 4822 Grove St Marysville, WA 98270	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	4587	>10	16 dB at 1310 nm	\$470
Arlington ER&R 19700 67th Ave NE Arlington, WA 98223	Stanwood City Hall 10200 270 St NW Stanwood, WA 98292	1	4951	23	16 dB at 1310 nm	\$470
Arlington ER&R 19700 67th Ave NE Arlington, WA 98223	Stanwood Police Dept. 8727 271 st St NW Stanwood, WA 98292	1	5679	13	15 dB at 1310 nm	\$470
Arlington ER&R 19700 67th Ave NE Arlington, WA 98223	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	4588	28	16 dB at 1310 nm	\$470

North Precinct 15100 40th Ave NE Marysville, WA 98271	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	4589	18	16 dB at 1310 nm	\$470
Cascade District Court 415 E Burke St Arlington, WA 98223	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	4590	29	16 dB at 1310 nm	\$470
Denney Juvenile Justice Center 2801 10th St Everett, WA 98201	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	1104	>10	16 dB at 1310 nm	\$470
Mariner Fire Station 12310 Meridian Ave S Everett, WA 98208	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	1174	19	16 dB at 1310 nm	\$470
Dawson Place 1509 California St Everett, WA 98201	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	1570	>10	16 dB at 1310 nm	\$470
Paine Field / Airport 3220 100th St SW Everett, WA 98204	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	3818	25	16 dB at 1310 nm	\$470
Evergreen State Fairgrounds 14405 179th Ave SE, Monroe, WA 98272	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	3743	76	30 dB at 1550 nm	\$470
Cathcart Public Works 8915 Cathcart Way Snohomish, WA 98296	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	1384	24	16 dB at 1310 nm	\$0
Emergency Management 720 80 th St SW Everett, WA 98203	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	1927	10	16 dB at 1310 nm	\$470
McDougal Fleet ER&R 3402 McDougall Ave Everett, WA 98201	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	6371	>10	16 dB at 1310 nm	\$470
Cathcart Public Works 8915 Cathcart Way Snohomish, WA 98296	Emergency Management 720 80 th St SW Everett, WA 98203	1	11/DFIB/ 028441	20	16 dB at 1310 nm	\$0
Transfer Station / Drop Box 19619 Dubuque Road Snohomish WA 98290	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	11/DFIB/ 028354/ WBB		16 dB at 1310 nm	\$470
Lake Stevens Sewer District 1106 Vernon Road Lke Stevens WA 98258	SnoCo DataCenter 3000 Rockefeller Everett, WA 98201	1	11/DFIB/ 031656/ WBB		16 dB at 1310 nm	\$470

There shall be no one-time, non-recurring installation charge (“NRC”) associated with the Services.

Section 2: Initial Service Term. The Initial Service Term for the Services is sixty (60) months, commencing on January 1, 2024, and expiring on December 31, 2028; provided, however that the County’s obligations after December 31, 2023, are contingent upon County Council legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

Section 3: Customer Information.

Account Name: Snohomish County

Account Executive to Customer: Lydia Kinsella

Invoicing Address: Information Technology
Robert J. Drewel Building, 7th Floor
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site/Technical Contact:

J. D. Braathen
jd.braathen@snoco.org
425-388-7171 (Ph)

Customer Billing Contact:

J. D. Braathen
jd.braathen@snoco.org
425-388-7171 (Ph)

Other Customer Contact:

Dee White
D.White@snoco.org
425-388-3309 (Ph)

Section 4: Option to Add Additional Fiber Routes. At any time and from time to time during the Initial Service Term, Customer may add up to twenty-five (25) additional dark fiber routes to this Service Order, at a MRC of \$470 per route. Provider reserves the right to charge a mutually acceptable NRC with prior written notice and prior acceptance by Customer. To exercise this option, Customer shall deliver written notice to Provider proposing the desired new dark fiber route. Provider shall inform Customer of the amount of NRC Provider would charge in connection with installing the proposed new dark fiber route, as well as the anticipated installation timeline for the proposed new dark fiber route. If Customer agrees to the proposed NRC and installation timeline, the parties shall memorialize the addition of the new dark fiber route to this Service Order by mutual execution of an addendum to this Service Order.

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