

City of Edmonds
Fiber Optic Service Interlocal Agreement
with
SNOCOM

This Fiber Optic Service Interlocal Agreement ("Agreement") is entered into this 27th day of July, 2011, between the City of Edmonds, a code city organized under the laws of the State of Washington (the "City") and the Southwest Snohomish County Public Safety Communications Agency ("SNOCOM"), a legal organization formed under RCW 39.34 and operating under an Interlocal Cooperation Agreement, providing for fiber optic services to SNOCOM by the City.

Whereas, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best with geographic, economic population, and other factors influencing the needs and development of local communities.

Whereas, the purpose of this Agreement is to specify the terms and conditions of the interlocal relationship for the provision of fiber optic services to SNOCOM by the City, now therefore,

The City and SNOCOM agree as follows:

1. Findings

1.1 The City is building a high speed, broadband fiber optic network and internet connection in the City in order to provide advanced telecommunication and data management services to its various departments and to enhance city services to the public, including but not limited to water and sewer services, fire and police services, and library and park services.

1.2 SNOCOM wishes to expand its outreach to the public safety community to further reach its technology goals. Access to a second sophisticated broadband fiber network and internet connection which provides redundant connectivity facilitates those implementation goals.

1.3 The installation of an advanced fiber network allows the City to enjoy substantial additional capacity in the system and the opportunity to supply broadband fiber optic and internet connection services to other government institutions, such as SNOCOM, on a basis that will expand the internal communication abilities and the educational outreach of those institutions, while at the same time lowering the overall cost of the fiber optic network to the City and enhancing the robustness of the City's fiber optic system. The additional capacity will also enable the City to expand its own usage in future years to serve City agencies and to serve the citizens of Edmonds.

#5701
CON-5-19-3
9-17-11 - 9-19-16

SNOCOM Interlocal Services Agreement

2. Term

- 2.1 The initial term of this Agreement is five years from its effective date.
- 2.2 The effective date of this Agreement is the date set forth first above in the introductory paragraph of this Agreement.
- 2.3 At the end of the initial five-year term, either party may terminate the Agreement on ninety days' advance written notice to the other party.
- 2.4 If not terminated at the end of the initial five-year term, the Agreement will extend automatically on a year to year basis.
- 2.5 Either party may then terminate the Agreement at the end of each successive one-year extension on ninety days' advance written notice to the other party.

3. City Obligations

The City will provide the following services (either with its own employees or through its contractors) to SNOCOM:

- 3.1 Install a high speed broadband fiber cable and connection to a demarcation patch panel attached to SNOCOM at the following locations:
- 3.1.1 6204 215TH ST SW, MOUNTLAKE TERRACE, WA 98043-2031
- 3.2 Supply metering facilities capable of measuring SNOCOM's use of the City fiber network on an industry standard basis, as described below in section 6.3.1.
- 3.3 Operate and maintain the City's high speed broadband internet connection and fiber system, including the connections to demarcation patch panels at SNOCOM for a minimum of five years from the effective date of the Agreement.
- 3.4 Use its best efforts to provide a 99 percent standard of reliability of the network internet connection, excluding (1) one two-hour scheduled maintenance window per month between weekend hours (Friday at 9 PM – Monday at 3 AM).
- 3.5 Bill SNOCOM on a monthly basis on the basis of rate principles established in section 6.3.

4. SNOCOM Obligations

In return for the services provided by the City under section 3, SNOCOM will do the following:

- 4.1 Provide suitable locations for installation of high speed broadband fiber cable and connections to demarcation patch panels attached to SNOCOM at the at the locations described in section 3.1.
- 4.2 Provide the City with access to SNOCOM property to install the fiber connections and fiber optic cable, together with underground conduits should underground connections be required.
- 4.3 Provide the City with a procedure to rapidly obtain 24 hour a day/seven days per week access to the demarcation patch panels attached to SNOCOM at the locations described in section 3.1, and any other locations on SNOCOM property over which the City fiber system is connected.
- 4.4 Assume full responsibility for SNOCOM's communication systems on SNOCOM's side of the demarcation patch panels.

SNOCOM Interlocal Services Agreement

4.5 Pay the City for costs and fees, within 30 days of receipt of a properly completed invoice.

5. Technical Specifications

5.1 Technical specifications of the City's broadband fiber system and internet connection existing at the time this Agreement is entered into are described in Exhibit A, which is made a part of the Agreement.

5.2 The City reserves the option to change those specifications at any time during the term of the Agreement.

5.3 Should the specifications change, the City will attempt to inform SNOCOM of those changes at least sixty days prior to the change. However, because there may be multiple changes to the system over the term of the Agreement, the City does not guarantee that all changes in technical specifications will be provided to SNOCOM.

5.4 SNOCOM has the option at any time to request and obtain the most up to date technical specifications in the possession of the City.

6. Pricing

The City will charge SNOCOM for high speed, broadband fiber optic network and internet connection under the following categories: (1) maintenance expenses, inclusive of any federal, state, city, or other local taxes, (2) port charges, and (3) bandwidth usage charges.

6.1 Maintenance A charge for ongoing maintenance will be separately identified on the City's monthly billing to SNOCOM. The components of that modest maintenance charge are:

6.1.1 Maintenance of fiber and conduits based in part on the length of connection between the connection points to SNOCOM and the City's fiber system.

6.1.2 Maintenance of the hardware and software associated with the demarcation patch panels at the connections to SNOCOM and the metering mechanisms necessary to operate the connections to SNOCOM.

6.1.3 Proportionately allocated federal, state, and local taxes.

6.2 Port Charge A fixed monthly port charge will be billed to SNOCOM for each connection point identified above in section 3.1 and for any other connection to SNOCOM that may later be added.

6.2.1 The port charges identified in the illustrative Exhibit B will remain fixed for the initial five-year term of the Agreement. They may then be changed by the City on an annual basis provided the City gives SNOCOM 180 days' advance written notice of changes in the monthly port charges.

6.3 Bandwidth A fourth component of charges to SNOCOM will be based on bandwidth usage.

6.3.1 The City will utilize an industry standard "95th percentile" method of computing network utilization as follows:

6.3.1.1 The City will track SNOCOM's usage in 5 minute intervals over the course of a calendar month.

6.3.1.2 The City will then sort the intervals based on usage (highest to lowest) and discard the top 5 percent of intervals for that month.

SNOCOM Interlocal Services Agreement

6.3.1.3 The City will then compute usage based on the highest 5 minute interval remaining after discarding the top 5 percent.

6.3.2 SNOCOM will have a choice of a minimum bandwidth price schedule or no minimum bandwidth price schedule.

6.3.2.1 The rates per mb of bandwidth usage and port charges will be lower if a minimum monthly bandwidth charge is established, regardless of the actual usage.

6.3.2.2 Minimum monthly bandwidth guarantees are available at the 10, 15, 20, 30 and 50 mb/month levels.

6.3.2.3 If a minimum monthly bandwidth is guaranteed, any higher usage by SNOCOM will be charged at the lower \$/mb rate associated with that minimum guarantee level.

6.3.2.4 Should SNOCOM choose not to guarantee a minimum mb/month bandwidth, the bandwidth and port charges will be higher. Bandwidth will be based only on the actual usage during the month measured by the "95th percentile" method of computing network utilization described above in section 6.3.1.

6.3.3 SNOCOM must select a bandwidth option or a specific level of minimum bandwidth at the inception of the Agreement.

6.3.3.1 The bandwidth option initially selected by SNOCOM is outlined in Schedule B.

6.3.3.2 As the Bandwidth requirements of SNOCOM increase, SNOCOM will be able to increase their minimum bandwidth commitment in order to take advantage of the lower unit costs. SNOCOM must request modification of the billing structure in writing, and it will take effect the billing period that follows the date the notice is received plus 30 days. SNOCOM may only **reduce** its minimum bandwidth commitment on the annual anniversary date of the Agreement or subsequent renewals.

6.3.4 The Pricing Matrix identified in Exhibit B will remain fixed for the initial five-year term of the Agreement. After the initial five-year term, the rates may be changed by the City on an annual basis provided the City gives SNOCOM 180 days' advance written notice of changes in bandwidth charges.

7. Notices

7.1 Notices required under this Agreement must be in writing.

7.1.1 Written notices may be delivered by hand-delivery, U.S. Mail, FedEx (or other express delivery service), fax, or e-mail.

7.1.2 Notices will be effective, however, only on the date received.

7.2 Notices to the City should be sent to the following

Position	Finance Director
Street Address	121 Fifth Avenue North, Edmonds, WA 98020
Phone Number	425.775-2525
e-mail address	FinanceDir@ci.edmonds.wa.us

SNOCOM Interlocal Services Agreement

7.3 Notices to SNOCOM should be sent to the following

Name	Terry Peterson
Position	Information Services Manager
Street Address	6204 215th St SW, Mountlake Terrace, WA 98043-2031
Mailing Address	PO Box 180, Mountlake Terrace, WA 98043-0180
Phone Number	(425) 774-2521
e-mail address	tpeterson@snocom.org

7.4 The designated recipients for written notices may be changed at any time during the Agreement, so long as the change is delivered to the other party in writing.

8. Successors and Assigns

8.1 This Agreement may be assigned by either party to a successor or assign, provided the other party agrees in writing.

8.2 Approval of a request for transfer to a successor or assign must not be unreasonably withheld.

9. Limitation of Liability

9.1 The City has no responsibility for any data loss or any other consequential damages that may result from the failure, interruption or poor performance of its high speed, broadband fiber optic network and internet connection.

9.2 One remedy available to SNOCOM as a result of the failure, interruption, or poor performance of the City's high speed, broadband fiber optic network and internet connection is the reduction of City charges proportional to the time of the failure, interruption, or poor performance.

9.3 There are no third-party beneficiaries of this Agreement.

10. Indemnity and Insurance

10.1 The City and SNOCOM mutually indemnify each other, for any losses or other claims arising, under the terms of this agreement, from the operation and maintenance of the City's high speed broadband internet connection and fiber system during the term of this Agreement, unless the loss or claim is caused solely by either the City or SNOCOM, in which case that party will be solely responsible.

11. Integration

11.1 This Agreement represents the complete agreement between the City and SNOCOM relating to the installation, maintenance and operation of the City's high speed broadband internet connection and fiber system.

11.2 The Agreement integrates within it all prior discussions and drafts.

11.3 No amendment to the Agreement will be valid, unless it is in the form of a written amendment that specifically amends or specifically supersedes this Agreement.

12. Severability

SNOCOM Interlocal Services Agreement

12.1 If any part of this Agreement is held to be invalid by a court of competent jurisdiction, those provisions will be severed from the Agreement and the obligations of the parties will continue under the remaining terms of the Agreement.

12.2 If a court of competent jurisdiction finds this Agreement to be beyond the legal authority of the City to provide internet broadband services on a service contract basis, the parties agree to enter into an interlocal agreement providing for a joint arrangement to provide each government with its own internal communication under the unified management and operation of the City in accordance with the provisions of this service agreement.

13. Force Majeure

The parties to this Agreement will be not be required to carry out its terms during a period when either party is prevented from doing so by a force majeure event including natural disasters such as windstorms and earthquakes, terrorist attacks or other public safety emergencies, and injunctions or other court orders.

14. Dispute Resolution

14.1 It is not anticipated that any significant disputes will arise in the course of this Agreement. If disputes do arise, however, they will be handled as follows:

14.1.1 The first step will be for the Mayor of the City and the Executive Director of SNOCOM to meet in an attempt to resolve the dispute.

14.1.2 If the Mayor of the City and the Executive Director of SNOCOM are unable to resolve the problem within two weeks of meeting, the City Council of the City and the SNOCOM Board of Directors will be asked to convene a special joint meeting to address the issue.

14.1.3 If within two weeks after meeting in joint session, the City Council of the City and the SNOCOM Board of Directors are together unable to resolve the dispute, the Mayor of the City and the Executive Director of SNOCOM will meet to agree on a mediator who will be hired to convene the parties for a mediated resolution within thirty (30) days. The cost of the mediator will be shared equally by the City and SNOCOM. If the Mayor of the City and the Executive Director of SNOCOM cannot agree on a mediator, a mediator will be appointed by the Presiding Judge of Snohomish County Superior Court and both parties hereby authorize the Presiding Judge to make such appointment, if required, with the cost of mediation born equally by the parties. In the event that the mediation does not resolve the issue(s) in dispute, the issue(s) shall be submitted to binding arbitration. Within thirty (30) days after the conclusion of the mediation, the Mayor and the Executive Director shall meet and jointly select an arbitrator. If within seven (7) business days, the parties have not agreed upon an arbitrator, either party may apply to the Presiding Judge of the Snohomish County Superior Court for the appointment of an arbitrator and both parties hereby authorize the Presiding Judge to make such appointment, if required. The arbitration shall be conducted in Snohomish County on an expedited basis and the result shall be binding on the parties. The costs of arbitration shall be borne equally by the parties and each party shall bear its own attorney fees and costs.

15. Termination of Service

15.1 SNOCOM may terminate services provide for in this agreement, for any reason, after first giving the City 45 days written notice of their intent to terminate. If SNOCOM initiates the termination of services, the following obligations shall be enforced:

SNOCOM Interlocal Services Agreement

15.1.1 **Early Termination Charge** – To help offset long term capital costs incurred by the City in the event of SNOCOM's initiated early termination request, without cause, SNOCOM shall pay an early termination fee. If the early termination is initiated by SNOCOM for inadequate service by the City, then SNOCOM shall not pay an early termination fee. For the purposes of this section, "inadequate service" shall include: multiple network outages greater than 20 minutes outside of maintenance window(s) within a three month period, excess latency in excess of seventy five (75) milliseconds round trip between any two points between the City and SNOCOM. If the early termination request is made by the City, SNOCOM shall not pay any early termination fee. The termination fee shall be computed using the following formula:

$$ETC = (RM/3) * (MC - MCA)$$

Where

- ETC = The Early Termination Charge due.
- RM = Remaining months in the term of the agreement,
- MC = The total monthly charge for service for the bandwidth commitment level then in effect for SNOCOM
- MCA = The Monthly Capital (installation) Amortization amount.

15.1.2 **Return of Equipment** - SNOCOM shall make their premises available to employees or subcontractors of the City during normal working hours, in order to facilitate the recovery of any City equipment that may be installed at SNOCOM's premises. City staff and/or subcontractors may be required to successfully pass a fingerprint background check.

15.2 The City may terminate services provided for in this agreement, for any reason, after first giving 365 days written notice to SNOCOM of the City's intent to terminate. If the City initiates the termination of service, the following obligations shall be enforced:

15.2.1 **Capital Expenses** – Any remaining balance associated with amortized capital costs shall become due and payable. SNOCOM may, at their option, elect to pay this amount in a lump sum, or propose a mutually agreeable payment schedule to the City. Upon termination of services, SNOCOM may elect to have the City continue maintaining the fiber infrastructure at the then prevailing monthly rates, or may elect to maintain any fiber infrastructure installed on their premises themselves. Any fiber infrastructure NOT on SNOCOM'S premises shall remain the property of the City.

15.2.2 **Infrastructure Maintenance** - Should SNOCOM wish to continue using the fiber, the normal infrastructure maintenance charges shall remain in effect. Should SNOCOM decide to discontinue usage of any of the installed infrastructure, the City shall have the option of disabling or repurposing the abandoned segments.

15.2.3 **Return of Equipment** - SNOCOM shall make their premises available to employees or subcontractors of the City during normal working hours, in order to facilitate the recovery of any City equipment that may be installed at SNOCOM's premises.

16. General Interlocal Provisions

16.1 Except as set forth herein, each party shall be responsible for financing its own budget and participation in the interlocal undertaking.

16.2 Each party shall retain ownership of property acquired by it in the implementation of this Agreement and upon termination shall retain that property.

SNOCOM Interlocal Services Agreement

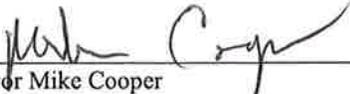
16.3 To the extent that administrative matters need to be attended to in the implementation of the Agreement, those administrative matters shall be conducted by a joint board consisting of the Executive Director of SNOCOM or her/his designee and the Mayor of the City or his/her designee.

SNOCOM Interlocal Services Agreement

Agreement Approved:

DATED THIS 19th DAY OF September, 20 11.

CITY OF EDMONDS



Mayor Mike Cooper

ATTEST/AUTHENTICATED:

By: Sandra S. Chase
Sandra S. Chase, City Clerk

APPROVED AS TO FORM:

By: Sharon E. Cates
OFFICE OF THE CITY ATTORNEY

SNOCOM	
Signature on behalf of SNOCOM:	
Printed Name:	DEBBIE GRADY
Title:	EXECUTIVE DIRECTOR
Date:	7-27-2011

SNOCOM Interlocal Services Agreement

EXHIBIT A Interface Specifications and Requirements

General Background

1. The Edmonds Fiber Network (EFN) was initially established in 2005 with the installation of a 24 strand backbone running from Hwy 99 west to the vicinity of the ferry dock in downtown Edmonds. There are numerous splice loops along the route and the City has a patch panel located in the Public Safety Building in downtown Edmonds and at the Public Works facility near the intersection of 212th and Hwy 99. This segment is referred to as the "*City Backbone Segment*".
2. The City backbone was augmented in 2006 with an additional of 24 strands running from the Public Works facility, south under Hwy 99 to the King Snohomish County boundary near 238th. This segment is known as the "*Hwy 99 Segment*".
3. Late in 2006, the City purchased six strands of fiber from the Seattle Fiber consortium running from the King- Snohomish County Boundary (238th) south to the Westin building in Seattle where it interconnects with a multi-homed Tier 1 ISP. The part of the network is known as the "*Seattle Segment*".
4. Early in 2007, the City connected the Seattle Segment to 6 strands of the Hwy 99 segment which is now collectively known as the "*Westin Segment*".
5. In August of 2007, the City installed a redundant Cisco 65xx switching fabric to interconnect the City Backbone with the Westin Segment to provide the City and certain Public, Education & Government (PEG) partners with high speed access to the internet as well as the State of Washington Inter-Governmental Network (IGN).
6. The Edmonds Public Works facility serves as the City's Emergency Operations Center (EOC), and has substantial battery back-up as well as a large scale diesel generator installation that will provide continuous power in the event of a long term power outage.
7. Should the Westin Segment experience an outage, the EFN has an alternate physical route available to the internet that will automatically pick-up the traffic. The City also plans to have an alternate route to the internet through a provider not located in Seattle to provide non-stop connectivity in the event a catastrophic failure were to occur at the Westin facility.
8. All segments utilize single mode (SM) fiber.
9. Current City and Partner connections are both 2 fiber full duplex as well as single fiber full duplex. Depending upon cost and availability connections may be single fiber full duplex connections. The older two fiber connections may be transitioned to single strand over time.
10. City and Partner connections can be lit with either 100mbps or 1000mbps (1 gig) lasers depending on customer's requirements.

Customer Specifications

1. Every connection to the EFN will have three components:
 - a. **EFN Facilities** – Which includes all fiber optic cable, aerial supports and underground conduit (not on customer property) splice cases, switching and routing equipment that is located on the public side of the Customer Premises Demarcation Point (EFN - DEMARC).
 - b. **Customer Facilities** – This includes any fiber-optic or copper cable that connects a customer's systems (Routers, Firewalls, Switches or computers) to the EFN DEMARC.
 - c. **EFN DEMARC** - The DEMARC is the physical endpoint of the EFN facilities and is located inside the customer's premises. Based on Customer requirements, the DEMARC can be *Passive* (a non-powered fiber patch panel) or it can be *Active* (a non-powered fiber patch panel coupled to a fiber optic switch and optionally, a fiber-to-CAT 5 media converter) A small battery back-up device will be provided to ensure the Active DEMARC components remain operational during short term outages or power fluctuations. All DEMARC equipment whether passive or active is considered part of the EFN facilities from an ownership and management perspective.
2. Customers are required to provide a 15amp (min) power outlet within three feet of the EFN DEMARC location. This outlet does NOT need to be on a dedicated circuit, but should be sized to accommodate the load of the UPS during its rapid charge cycle.
3. Customers requiring non-stop EFN connectivity shall provide a circuit from the Customers continuous power source (UPS or Generator) to the UPS device powering the active DEMARC components.

SNOCOM Interlocal Services Agreement

4. At the time of contract signing, Customer and the City shall agree upon the location of the EFN DEMARC as well as the nature of the DEMARC components.
5. The City will provide Customer with a routable unique IP address for their connections as well as the addresses necessary to communicate with the EFN switching fabric.
6. Customer will be required to provide all interconnect cables required to connect their systems to the EFN demark.
7. Customers are not permitted to utilize the EFN UPS device for any purpose other than backing up the EFN DEMARC components.
8. Customers are encouraged to share with the EFN support team details of their Disaster Recovery / Business Continuity (DRBC) Plan so that the EFN support team is aware of the personnel who should be contacted in the case of a long or short term outage.
9. The EFN support team will provide Customer with a DRBC plan for the EFN that the Customer can incorporate into their own DRBC planning.

SNOCOM Interlocal Services Agreement

EXHIBIT A
Installation

NONE NEEDED

SNOCOM Interlocal Services Agreement

EXHIBIT B
Pricing Matrix

1. The following Pricing Matrix reflect the agreed upon pricing to be used for the term of this agreement
2. SNOCOM has chosen a minimum bandwidth commitment of 20 Mbps for the term of the agreement. This minimum commitment can be modified UPWARD given 30 days notice pursuant to the terms of Section 6.3.3.2 of this agreement.
3. Pricing Matrix:

Edmonds Fiber Network - w/minimum BW Commitment						
Monthly Charges						Bandwidth Cost/Mb
95th % Usage (mb)	Port Charge	Capital Amortization	Maint	Bandwidth	Total	
20	140	\$0	\$60	\$400	\$600	\$20
30	140	\$0	\$60	\$540	\$740	\$18
50	140	\$0	\$60	\$900	\$1,100	\$18

4. If SNOCOM's monthly usage based on the 95th percentile calculation method is 20mb or less the monthly charge will be \$600 plus any applicable taxes.
5. If SNOCOM's monthly usage based on the 95th percentile calculation method exceeds 20mb, the monthly charge will be calculated as follows:

Example: (Assuming 21.25mb usage for the period)

Component	Calculation	Charge
Port Charge	Fixed Rate Component	\$140.00
Amortized Capital Costs	Fixed Rate Component	\$0.00
Maintenance Charge	Fixed Rate Component	\$60.00
Minimum Bandwidth Charge	Minimum Bandwidth Charge	\$400.00
Bandwidth Overage	(Assuming actual bandwidth at 21.25mb for the period) $21.25 - 20.00 = 1.25\text{mb} \times \$20 = \$25$	\$25.00
Total	Total Monthly Charge for 21.25 Mbps	\$625.00