



Contact: Ryan Ovenell
Stanwood-Camano School District
26920 Pioneer Highway, Stanwood, WA 98292
360-629-1200
rovenell@stanwood.wednet.edu

TO: Stanwood Camano School District Board of Directors

FROM: Ryan Ovenell, Deputy Superintendent

SUBJECT: Dark Fiber Maintenance Agreement

DATE: May 7, 2024

TYPE: Action Required

Stanwood-Camano School District is currently under a three-year contract with Astound Business Solutions to service and maintain our dark fiber throughout our district. This service is essential to our district network. The monthly cost for the renewal of this service is \$1,542; 60% of which is covered by E-Rate funding. This contract would be set to commence on July 1, 2024, and end on June 30, 2027.

Recommendation:

We recommend the board approve the attached three-year contract with Astound Business Solutions to maintain our district-owned fiber.

Every student is empowered to learn in an inclusive setting
and is prepared for the future of their choice.

DARK FIBER MAINTENANCE AGREEMENT
E-Rate Customer

This Dark Fiber Maintenance Agreement: E-Rate Customer (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company, having USAC SPIN# 143030836, d/b/a Astound Business Solutions (“Provider”), and STANWOOD CAMANO SCHOOL DISTRICT NO. 401, a Washington public school district (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated May 12, 2020 (the “MSA”). All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA.

Section 1: Provider and Customer are the parties to the following contracts (collectively, the “Old Contracts”): (i) that certain Dark Fiber Maintenance Agreement: E-Rate Customer dated May 28, 2020; (ii) that certain First Amendment to Dark Fiber Maintenance Agreement: E-Rate Customer dated June 15, 2020; (iii) that certain Second Amendment to Order for Dark Fiber Maintenance Agreement: E-Rate Customer dated September 16, 2020; and (iv) that certain Letter dated March 2, 2021 serving as written modification to renew the contract. The Parties now intend for this Service Order to replace and supersede the Old Contracts in all respects. Accordingly, as of the Service Commencement Date for the Services provided to Customer pursuant to this Service Order, the Old Contracts shall terminate and have no further force or effect; provided, that any outstanding payment obligations under the Old Contracts shall survive until met.

Section 2: Service Term. The Service Term for this Service Order is thirty-six (36) months, commencing on July 1, 2024.

Section 3: Description of Fiber Routes. Customer is the owner of the following dark fiber routes (each, a “Fiber Route,” and, collectively, the “Fiber Routes”), which connect the Customer Service Sites specified below to create Customer’s wide area network, which is owned and operated by Customer. The dark fiber strands comprising the Fiber Routes shall be referred to in this Service Order as the “Customer Fibers.”

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber
Cedarhome ES Fiber Route	Stanwood High School 7600 – 272 nd Street NW Stanwood, WA 98292	Cedarhome Elementary 27911 – 68 th Avenue NW Stanwood, WA 98292	8 strands of single mode dark fiber
Elger Bay ES Fiber Route	Stanwood High School 7600 – 272 nd Street NW Stanwood, WA 98292	Elger Bay Elementary 1810 Elger Bay Road Camano Island, WA 98282	8 strands of single mode dark fiber
Port Susan MS Fiber Route	Stanwood High School 7600 – 272 nd Street NW Stanwood, WA 98292	Port Susan Middle School 7506 – 267 th Street NW Stanwood, WA 98292	8 strands of single mode dark fiber
Stanwood ES Fiber Route	Stanwood High School 7600 – 272 nd Street NW Stanwood, WA 98292	Stanwood Elementary School 10227 – 273 rd Place NW Stanwood, WA 98292	8 strands of single mode dark fiber
Stanwood MS Fiber Route	Stanwood High School 7600 – 272 nd Street NW Stanwood, WA 98292	Stanwood Middle School 9405 – 271 st Street NW Stanwood, WA 98292	8 strands of single mode dark fiber
Twin City ES Fiber Route	Stanwood High School 7600 – 272 nd Street NW Stanwood, WA 98292	Twin City Elementary School 26211 – 72 nd Avenue NW Stanwood, WA 98292	8 strands of single mode dark fiber
Utsalady ES Fiber Route	Stanwood High School 7600 – 272 nd Street NW	Utsalady Elementary School 608 Arrowhead Road	8 strands of single mode

	Stanwood, WA 98292	Camano Island, WA 98282	dark fiber
District Office Fiber Route	Stanwood High School 7600 – 272 nd Street NW Stanwood, WA 98292	District Office 26920 Pioneer Highway Stanwood, WA 98292	8 strands of single mode dark fiber
Transportation Dept. Fiber Route	Stanwood High School 7600 – 272 nd Street NW Stanwood, WA 98292	Transportation Dept. 27210 90 th Avenue NW Stanwood, WA 98282	8 strands of single mode dark fiber

Section 4: Maintenance Services. Customer now desires for Provider to provide certain maintenance services with respect to the Customer Fibers, and Provider is willing to provide same pursuant to the terms and conditions of this Service Order.

(a) Routine Maintenance. The services described in this Section 4(a) shall be referred to as the “Routine Maintenance Services.” Provider shall perform routine preventative maintenance and repair of Customers Fibers during the Service Term. The routine maintenance performed by Provider with respect to the Customer Fibers shall be substantially similar to the routine preventative maintenance Provider performs with respect to Provider’s own dark fiber cables, which shall not deviate materially from standard industry practices. By way of example only, routine maintenance may include the following types of activities:

- (i) Patrol Fiber Routes on a regularly scheduled basis, which will be weekly unless hyrail access is necessary, in which case, it will be quarterly;
- (ii) Maintenance of a “Call-Before-You-Dig” program and all required and related cable locates;
- (iii) Maintenance of sign posts along the Fiber Route right-of-way with the number of the local “Call-Before-You-Dig” organization;
- (iv) Assignment of fiber maintenance employees to locations along the Fiber Routes at intervals dependent upon terrain, accessibility, locate ticket volume, etc. Wave shall decide the staffing of fiber maintenance employees for the Customer Fiber; and
- (v) Provider shall have qualified representatives on site any time Provider has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise excavating within five (5) feet of the Customer Fiber.

(b) Emergency Maintenance. The services described in this Section 4(b) shall be referred to as the “Emergency Maintenance Services.” Provider shall perform emergency maintenance with respect to the Customer Fibers during the Service Term. To report a need for emergency maintenance, Customer must contact Provider’s Network Operations Center (the “Provider NOC”), which operates twenty-four (24) hours per day, seven (7) days per week. The Provider NOC may be contacted by email at noc@wavebusiness.com or by phone at **888-317-0488**. Provider will log the time of Customer’s report, verify the problem and dispatch personnel immediately to take corrective action. Provider shall have its first maintenance employee at the site requiring emergency maintenance activity within four (4) hours after the time Provider is notified of an event requiring emergency maintenance, unless delayed by circumstances beyond the reasonable control of Provider. Provider shall communicate with Customer during emergency maintenance in order to provide regular status updates during the restoration process.

Section 5: Compensation.

(a) Compensation for Routine Maintenance Services. In exchange for the Routine Maintenance Services, Customer shall pay Provider a monthly recurring charge (the “MRC”) in the amount of One Thousand Five Hundred Forty-Two and 84/100 Dollars (\$1,542.84), exclusive of any applicable taxes or regulatory fees which shall be added to Customer’s invoice as separate line items. Customer shall pay to Provider the MRC as set forth in this Section 5 (a), all in accordance with Article 4 of the MSA.

(b) Compensation for Emergency Maintenance Services. In exchange for the Emergency Maintenance Services, Customer shall pay Provider Provider’s actual costs incurred in performing the emergency maintenance work, billed on a time and materials

basis, plus an administrative fee of thirty percent (30%). Provider shall invoice Customer for any emergency maintenance performed promptly after such emergency maintenance work has been completed, and Customer shall pay such invoices within sixty (60) day of receiving same. Each invoice for emergency maintenance work shall include reasonable documentation substantiating the charges.

Section 6: Customer Information.

Account Name: Stanwood Camano School District No. 401
Account Executive to Customer: Mike Puckett

Invoicing Address: 26920 Pioneer Highway
Stanwood, WA 98292
ATTN: Accounts Payable

E-Rate Billing Method: SPI Method (FCC Form 474)
 BEAR Method (FCC Form 472)

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 Contact:
Ryan Ovenell
rovenell@stanwood.wednet.edu
360-629-1320 (Ph)

Customer Billing Contact:
Lisa Techgrab
accountspayable@stanwood.wednet.edu
360-629-1200 (Ph)

Other Customer Contact:
N/A

Section 7: Participation in E-Rate Program. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries (“E-Rate”), offered by the Federal Communications Commission via the Schools and Libraries Division (the “SLD”), which is administered by the Universal Service Administrative Company (“USAC”).

Section 8: Customer’s Contingent Right to Cancel. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained elsewhere in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

Section 9: E-Rate Billing. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

- (i) SPI Method: Under the Service Provider Invoice method (the “SPI” method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive payment from USAC for the discounts Provider provided to Customer.
- (ii) BEAR Method: Under the Billed Entity Applicant Reimbursement Method (the “BEAR” method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 5 above. Customer pays in full the invoices it receives from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 6 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

STANWOOD CAMANO SCHOOL DISTRICT NO. 401

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVEDIVISION HOLDINGS, LLC

By _____

Name: _____

Title: _____

Date: _____

[The remainder of this page is intentionally left blank.]