**Contact:**

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

TO: Board of Directors
FROM: Ryan Ovenell, Deputy Superintendent
SUBJECT: 3 Year Contract for Long Distance Calling and 911 Communications
DATE: October 15, 2024
TYPE: Action Required

The attached contract will provide for an updated agreement with Zayo Four Station Level 911 communications as well as long distance calling service. This new contract also moves our connection from a copper line to a fiber connection.

Recommendation:

We recommend the board move to approve the attached 3 year contract providing long distance calling and 911 communications.

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

www.stanwood.wednet.edu



Customer Order

Prepared Date: 10/10/2024
Good for 30 Days from prepared date.

Customer Name: **STANWOOD CAMANO SCHOOL DISTRICT 401**

Customer Name STANWOOD CAMANO SCHOOL DISTRICT 401

Street Address/Suite 26920 Pioneer Hwy

City/State/Zip Stanwood, WA 98292

New Product Description	QTY	Monthly Charge	Monthly Charge Discount	Total Monthly Charges	Activation Charge	Total Activation Charges
Initial Service Term - 36 months						
Access Service						
Ethernet Extended Access - 10 Mbps	1	\$ 275.00		\$ 275.00	\$ 0.00	\$ 0.00
Dedicated Internet						
Internet - 10 Mbps	1	\$ 72.00		\$ 72.00	\$ 0.00	\$ 0.00
IP Address - /29 Bundle of 8, 5 Assignable	1	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
SIP Solutions - SIP PRI						
International Calling - Standard	1	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Outbound LD ValuePlan on Another Product/Account	1	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
International Long Distance Plan - Global	1	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Allstream Station Level 911 - US	801	\$ 0.35	\$ 0.10	\$ 200.25	\$ 0.35	\$ 280.35
SIP PRI Channel	1	\$ 13.00	\$ 6.75	\$ 6.25	\$ 0.00	\$ 0.00
SIP Gateway	1	\$ 35.00		\$ 35.00	\$ 0.00	\$ 0.00
Total				\$ 588.50		\$ 280.35

Disconnect Product Description	First CN	QTY	Monthly Charge
Access - EoTDM T1	HCED869878INTG001	1	(\$- 786.82)
EVC Internet	IAVLPD869879INTG	1	(\$- 0.00)
Access - EoTDM Parent	UAETDM869878INTG	1	(\$- 259.00)
EVC Voice	VOVLPD869880INTG	1	(\$- 0.00)
Disconnect Total:			(\$- 1,045.82)

Renewal Product Description	First CN	Monthly Charge	Details			
Billing Services		\$ 0.00				
			Description	Qty	Unit Price	Total Price
			Authorization Codes	1	\$ 0.00	\$ 0.00
			Authorization Codes	40	\$ 0.00	\$ 0.00
SIP Solutions - ISDN/PRI	LS544893	\$ 143.75				
			Description	Qty	Unit Price	Total Price
			Caller ID Name & Number	1	\$ 0.00	\$ 0.00
			SIP PRI Channel	23	\$ 6.25	\$ 143.75
			SIP DID Block	801	\$ 0.00	\$ 0.00
Renewal Total:						\$ 143.75
Renewal Change:						\$ 0.00

Net Difference:	\$- 457.32
------------------------	------------

Summary of Charges		
Location	Total Monthly Charges	Total Activation Charges
STANWOOD CAMANO SCHOOL DISTRICT 401 26920 Pioneer Hwy Stanwood, WA 98292	\$ 732.25	\$ 280.35
Grand Total:	\$ 732.25	\$ 280.35

The Customer acknowledges that Customer is ordering the Offering(s) described below from Zayo Group LLC, or its applicable affiliate ("Zayo"). This Customer Order shall be governed by and subject to the applicable Master Service Agreement or Master Customer Agreement, as well as the applicable Schedules (if any), between Customer and Zayo ("MCA"). If the Customer has not executed a MCA and/or the applicable Schedules, this Customer Order shall be governed by the terms and conditions of Zayo's standard Master Customer Agreement and applicable Schedule(s) which are available upon request. Customer acknowledges that upon Zayo's acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. The Offerings described herein will also be subject to any additional terms and conditions below and/or incorporated herein by reference.

The Offering Term of this Customer Order will commence on the Activation Date for each new Offering and will continue for the Term specified above or until this Customer Order has been renewed. The Term for renewal Offerings will commence on the Customer signature date below and will continue for the Term specified or until further renewed.

Unless otherwise defined in this Customer Order capitalized terms shall have the meaning as defined in the MCA. Zayo will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

CHARGES ARE SUBJECT TO (A) FACILITIES AND OFFERING AVAILABILITY, (B) ZAYO'S CAPACITY CHECK, INCLUDING SITE VISITS, IF REQUIRED; AND (C) IF APPLICABLE, IN THE EVENT THAT THIRD PARTY FACILITIES ARE USED TO PROVIDE THE OFFERING, THE THIRD PARTY'S CAPACITY CHECK, INCLUDING SITE VISITS IF REQUIRED.

THE CHARGES SET FORTH HEREIN ARE SUBJECT TO CHANGE IF IT IS LATER DETERMINED THAT CAPACITY IS UNAVAILABLE. IN SUCH CASE, THE CHARGES SHALL BE UPDATED WITH HIGHER AND/OR ADDITIONAL COSTS, INCLUDING WITHOUT LIMITATION CONSTRUCTION COSTS. IN SUCH CASE, CUSTOMER WILL BE NOTIFIED BY ZAYO (THE "ADDITIONAL CHARGES NOTICE"). IF THE CUSTOMER HAS REJECTED THE ADDITIONAL CHARGES, AND AN ALTERNATE SOLUTION TO PROVIDE THE OFFERING(S) TO THE CUSTOMER BY ZAYO IS NOT AVAILABLE WITHOUT ADDITIONAL COSTS, THE CUSTOMER WILL BE ALLOWED TO CANCEL THIS CUSTOMER ORDER WITHIN 14 DAYS FROM THE LATER OF (1) THE ADDITIONAL FEES NOTICE OR (2) ZAYO'S NOTIFICATION ON ALTERNATE SOLUTION(S) UNAVAILABILITY.

For global services to a non-Canadian location or any service with pricing in United States currency (US\$) where currency conversion applies, then a United States to Canadian conversion rate will be applied for invoicing purposes; any charges will be converted in accordance with the noonday rates published by the Bank of Canada on the 20th day of the month preceding the invoice date.

All references to US long distance or toll free rates are for lower 48 states only. Rates for Alaska, Hawaii, and other extended locations are available upon request.

Zayo assumes no liability whatsoever for Customer or any party's dialing of 911 or attempt to dial 911 or any other emergency service using the Services, or for damages arising from errors, mistakes in or omissions of Customer location information provided pursuant to the provision of 911 emergency service. Please review the US VoIP 911 Advisory and/or Canada VoIP 911 Advisory for important Customer and End User information about VoIP service limitations and maintaining access to emergency services.

By choosing 'International Calling – Standard' as your international long distance calling program, you are advised that Zayo's long distance network will allow international calls to be made from your premises to the permitted countries, irrespective of the toll-fraud profile of those countries. If you choose to permit international long distance calling from your telephone system, please remember that IT IS THE CUSTOMER'S OBLIGATION TO TAKE ALL MEASURES NECESSARY TO ENSURE AGAINST THE OCCURRENCE OF TOLL FRAUD. By choosing 'International Calling - Standard' Customer hereby agrees to be responsible for payment of any charges incurred due to toll fraud, whether known or unknown, and whether or not Zayo takes any actions to stop or block toll fraud, and Customer hereby waives any claims against Zayo with respect thereto. Please note that while Zayo reserves the right to block International long distance calling for certain countries, Zayo has no obligation to block international calling or take any other actions. Zayo's election to block or not block calling on any selected routes shall not impose any liability on Zayo or absolve the Customer of any liability for toll fraud caused for any reason. You can find more information about Zayo's Toll Fraud Policy at: <https://support.allstream.com/knowledge-base/toll-fraud-policy/>

Customer

Ryan Ovenell

Print Name

Authorized Signature

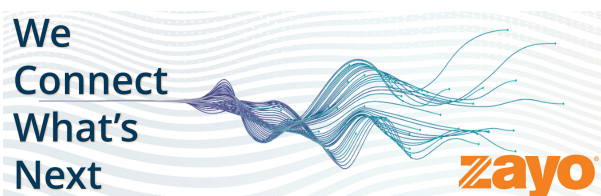
Date

Zayo

Print Name

Signature

Date





911 EMERGENCY SERVICE ADVISORY FOR VOICE OVER INTERNET PROTOCOL (VoIP) SERVICES IN THE USA

The Federal Communications Commission ("FCC") requires Voice over Internet Protocol ("VoIP") service providers to advise customers of the potential limitations of 911 service when access is attempted over a VoIP connection or VoIP Customer Premise Equipment ("CPE").

The FCC also requires VoIP providers to obtain and keep a record of affirmative acknowledgement by every customer using VoIP services and/or IP-compatible CPE, confirming that the customer has received and understood this Advisory. Failure of the Customer to sign and return this acknowledgement to Zayo may result in delay of service installation or suspension of service until the signed acknowledgement is received by Zayo.

For purposes of this Advisory, "Customer" means the entity signing the Customer Order and "End User" means the Customer's members, end users, customers, or any other third parties who use or access the VoIP services or CPE, or the Zayo network via the services or CPE.

VoIP SERVICES, WHICH CAN INCLUDE FIXED OR NOMADIC SOLUTIONS THAT RELY ON END USER LOCATION CHANGES FOR ACCESS TO EMERGENCY SERVICES, MAY NOT ALLOW YOU TO REACH EMERGENCY SERVICES IN CERTAIN SITUATIONS; DEATH OR SERIOUS INJURY MAY OCCUR IF CUSTOMER DOES NOT HAVE AN ALTERNATIVE MEANS OF REACHING 911 EMERGENCY SERVICES.

Customer acknowledges the following regarding potential limitations of 911 Access through VoIP service or CPE:

RELOCATION OF END-USER'S IP-COMPATIBLE CPE: If Customer or Customer's End User moves nomadic, non-fixed telephones and/or IP-compatible CPE to a new location other than the Registered Location ("Registered Location" means the current address (and other location information if applicable) provided by Customer or Customer's End User to Zayo and/or submitted via a Customer and End User portal), the 911 emergency response address associated with the CPE telephone numbers may be incorrect. For 911 dialing to work properly, the 911 emergency response or service address within the 911 database must correspond to the physical location of the calling party. Customer or End User may also need to reset or reconfigure network equipment to restore 911 service.

SERVICE OUTAGE AND/OR BROADBAND CONNECTION FAILURE: 911 service may not be available during a service outage or broadband connection failure, including situations beyond Zayo's reasonable control and ability to predict, such as fiber cuts, weather/storm outages, or equipment malfunctions.

LOSS OF ELECTRICAL POWER: In the event of an electrical power failure or disruption, 911 service may not be available until power is restored. Customer may also need to reset or reconfigure network equipment to restore 911 service.

CUSTOMER'S INCORRECT LOCATION REGISTRATION OR FAILURE TO UPDATE ITS EMERGENCY RESPONSE SERVICE LOCATION OR ADDRESS INFORMATION WITHIN THE 911 DATABASE: Current address information must be provided to Zayo or updated via the applicable Customer and End User portal when the CPE location changes. If the service is used at a location other than the Registered Location, or if CPE is moved within the Registered Location and not reconfigured, Customer is responsible for any use of VoIP service at the non-Registered location. Zayo shall not be liable for such use, as failure by the Customer or End User to update the CPE location will prevent calls for emergency response services from routing correctly.

911 PROVISIONING INTERVALS: UPDATES TO THE REGISTERED LOCATION DO NOT OCCUR IMMEDIATELY due to time required to update 911 databases. Following service activation and/or subsequent location updates by Customer or End User, there may be a delay in updating the 911 database and 911 service will not be available. ZAYO RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF REACHING 911 EMERGENCY RESPONSE SERVICES.

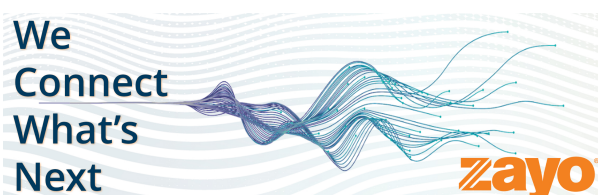
END USER AWARENESS: Customer will notify all End Users of the limitations to access emergency response services as described in this Advisory. Customer should provide End Users with a copy of this Advisory or place a copy near all VoIP CPE. End Users must immediately tell the emergency response agency their phone number and specific location of the emergency to ensure emergency responders can reach the End User.

Customer acknowledges that it has been advised of the limitations associated with VoIP service and further acknowledges it has read, understands and agrees to the foregoing:

Customer Name & Title: Ryan Ovenell

Date:

Signature:





ADDENDUM TO CUSTOMER ORDER
Incentive Credit

This is an Addendum between Zayo and **STANWOOD CAMANO SCHOOL DISTRICT 401 (“Customer”)** to supplement the Customer Order dated October 10, 2024. Capitalized terms not defined herein shall have the meaning as defined in the Customer Order and the Master Customer Agreement (“MCA”).

WHEREAS, the Parties have entered into a Customer Order for the provision of Offerings as described in the Customer Order, together with the MCA that sets out the terms and conditions for the delivery of the Offerings described in the Customer Order, and;

WHEREAS, the Parties seek to supplement the terms of Customer Order and the MCA to address the unique needs of Customer and the unique circumstances of the Offerings as more specifically set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Customer Order and the MCA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

- 1. A credit is hereby is granted to Customer subject to the conditions of Section 2 below, and shall be applied to Customer’s account on the second (2nd) month of the Service Term. The Credit applies only the invoiced MRC charges, and the Credit does not apply to charges for taxes and other charges and fees that relate to the full amount of the invoiced MRC. As a result, those taxes, charges and fees will be charged to Customer’s invoice and must be paid monthly in full.
- 2. Should the Offering(s) or the Customer Agreement terminate prior to the end of the Order Term (except as permitted without early termination charges under the Agreement), Customer shall be liable to repay the Credit that has been applied, in addition to any early termination charges that apply, and shall not be eligible for any further unpaid portion of the Credit.
- 3. Except as specifically set forth in this Addendum, the terms and conditions of Customer Order and the MCA shall remain unmodified and in full force and effect.

ZAYO
Signature: _____
Name: _____
Title: _____
Date: _____

STANWOOD CAMANO SCHOOL DISTRICT 401
Signature: _____
Name: **Ryan Ovenell**
Title: _____
Date: _____

