



## **INFORMATIONAL MEMORANDUM**

**TO: Finance Committee**

**FROM: Joseph Todd, TIS Director**

**BY: Mike Marcum, Supervisor of Technical Operations**

**CC: Mayor Ekberg**

**DATE: 8/26/20**

**SUBJECT: Zayo- Contract for Internet Services**

### **ISSUE**

Technology and Innovation Services is seeking approval to renew and upgrade the Zayo contract for fiber-optic internet services, while discontinuing the 1G Express Route connection.

### **BACKGROUND**

Tukwila has two fiber-optic services:

- 1G Fiber Express Route, \$1500/mo
- 2G DIA, Tukwila's primary internet connectivity, \$3250/mo

### **DISCUSSION**

Benefits to the City:

- Immediate monthly cost-savings with reduction of 1G line
- Internet service speeds will increase in speed from 2G to 5G
- Increased internet speeds are a necessity as we migrate fully to a cloud-computing environment.

### **FINANCIAL IMPACT**

- Tukwila will maintain the same monthly charge of \$3,250/mo
- Contract renewal is for 5 years, a total cost of \$195,000
- Discontinuing the Express Route service will save \$1500/mo

### **RECOMMENDATION**

TIS is seeking the consideration of the Zayo contract from the Finance Committee, and to forward to the September 14, 2020 Committee of the Whole Meeting and subsequent Special Meeting Consent Agenda, for final approval

### **ATTACHMENTS**

Zayo Contract for Internet Services





Order Form

Order Information

<b>Contracting Entity</b>	City Of Tukwila, WA	<b>Billing Account</b>	City Of Tukwila	<b>Account Number</b>	4760
<b>Contact</b>	Joseph Todd	<b>Phone</b>	(206) 552-1280	<b>Email</b>	joseph.todd@tukwilawa.gov
<b>Representative</b>	Richard Adair	<b>Phone</b>		<b>Email</b>	richard.adair@zayo.com

Renewal Order - 1726621

Order Details

Order Details	Product Details	Protection and Feature Details
Order ID: 1726621	Product Category: DIA	Burstable IP Service: No
Order Type: Renewal	Bandwidth: 5G	Core-Network Fiber Path Diversity: No
Order Term: 60 months	Bandwidth Type: Standard	Core-Network Protection: No
Product: DIA	Max Burst Speed: 10G	Special Routing Required: No
Service: 400747	Price Per Mb for Burst Usage: USD 1.50	
	Circuit Options: Cat 5 - FE	
	Circuit Id: UA/KGED/866725//INTG	
	Legacy Circuit ID: UAKGED866725INTG	

Order Component(s)

SOC Type	Term	Address	Port Handoff Sp	Bandwidth	Lateral A	Handoff	Loc Fib Path Div	Local Network Protection	Rate Limit	Rate Limit to	Initials
Renewal	60	6200 Southcenter Blvd/FI-1/Rm-police dept. data closet Seattle, WA	10GigE	5G		Copper (RJ-45 Electrical)			5G		USOFT

Order Component(s)

Address	In-Building Charges	Conduit	Riser Cable	Cross Connect	Customer LOC Space & Power	New Customer Loc Device	CFA Provided by	Initials
6200 Southcenter Blvd/FI-1/Rm-police dept. data closet Seattle, WA	Customer Responsibility	Customer Responsibility	Customer Responsibility	Customer Responsibility			Zayo	USOFT

Pricing

Product	Service Item Desc	Component	Component Address	Type	Status	Quantity	Amount	Items Total
DIA	Interface Port Charge - MRC	SOC-0004193136	6200 Southcenter Blvd/FI-1/Rm-police dept. data closet Seattle WA	MRC	Active	1	USD 1,625.00	USD 1,625.00
DIA	Interface Port Charge - MRC	SOC-0004193136	6200 Southcenter Blvd/FI-1/Rm-police dept. data closet Seattle WA	MRC	Active	1	USD 1,625.00	USD 1,625.00
DIA	Block of IP Addresses	SOC-0004193136	6200 Southcenter Blvd/FI-1/Rm-police dept. data closet Seattle WA	MRC	Active	1	USD 0.00	USD 0.00
DIA	Network Monitoring/NCC	SOC-0004193136	6200 Southcenter Blvd/FI-1/Rm-police dept. data closet Seattle WA	MRC	Active	1	USD 0.00	USD 0.00
Monthly Recurring Charges Total:								USD 3,250.00

Contract Details

Details

**Order Notes**

**Expiration Date** Pricing on this Order Form expires if Order is not signed prior to September 18, 2020

**Additional Terms and Conditions** ETL Waiver. The Parties agree that upon Customer's execution of this Service Order, Customer may request that Zayo disconnect the Service on Circuit ID ETYX/154833/ZYO ("Disconnected Services") without penalty to Customer by providing Zayo with 30 days' written notice. Customer shall remain liable for payment for Services rendered through the date of termination for the Disconnected Services. The Parties agree that any early termination penalty that would have been due to Zayo for Customer's early termination of the Disconnected Services will be waived upon Customer's satisfaction of the terms and conditions under this Service Order. In the event that Customer does not satisfy the terms and conditions under this Service Order, or if Customer fails to accept Service under this Service Order, Customer will be liable for all applicable early termination penalties associated with Disconnected Services.

**Order ID(s): 1726621**

**Grand Total Costs**

Service Item Desc	Items Total
Monthly Recurring Charges Total:	USD 3,250.00
Taxes and impositions As Invoiced <sup>2</sup>	

**Signatures**

Zayo Group LLC	City Of Tukwila, WA
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
Title:	Title:

**Terms and Conditions**

1. Customer acknowledges that Customer is ordering the access and service(s) described above ("Offering") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Customer Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the "Agreement"). If Customer has not executed an Agreement and/or no Agreement is referenced in this Customer Order, then this Customer Order shall be governed by the terms and conditions of Zayo's Master Customer Agreement and applicable Customer Schedule in effect as of the date of this Customer Order, incorporated herein by this reference and available upon request. This Customer Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. 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. By signing this Customer Order, Customer further acknowledges that it has read and understands the terms and conditions of this Customer Order and Customer's signatory represents that he/she is authorized to sign this Customer Order on Customer's behalf.

2. All charges for the Offering in this Customer Order are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Offerings. ("Other Fees and Surcharges") If applicable to the Offerings being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Offering billed by Zayo to Customer following Zayo's receipt of such exemption certificate. Customer shall indemnify, defend and hold Zayo harmless from payment and reporting of all such Taxes and Other Fees and Surcharges, including costs, expenses, and penalties incurred by Zayo in settling, defending or appealing any claims or actions brought against Zayo related to, or arising from, the non-payment of such Taxes and/or Other Fees and Surcharges.

3. In support of Zayo meeting the FOC Date, Customer specifically acknowledges that Customer is responsible for all connectivity (and related costs) to Zayo's Components (i.e. cross-connections between (i) the Zayo demarcation point and Zayo's Components and (ii) Zayo's Components and Customer Components). In addition, Customer shall be responsible for securing all rights and paying the related costs to connect to Zayo's Components, for securing all rights and paying the related costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, lateral fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel and Zayo's Components). All of the rights above, collectively, shall be referred to as "Customer Requirements" and the related costs and fees, collectively, shall be referred to as "In-Building Charges". Unless this Customer Order indicates that Zayo is responsible for In-Building Charges, Customer shall reimburse Zayo in the event that a third party bills Zayo for any In-Building Charges. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow Zayo to complete work at any location on or before the FOC Date, then Zayo may continue with the acceptance procedures to the extent possible and deem the Offering delivered and accepted.

4. If Customer is discontinuing Offering (s) of any type for any reason, Customer must submit the disconnection request through the form located at <https://www.zayo.com/disconnectservice/>.

Proprietary and Confidential