

Appendix L: Sample Inter-Agency Agreements

Sample Agreements for Fiber Optic Cable Use

- 1) Inter-agency Agreement for Communications Asset Utilization
- 2) Communications Asset Allocation Information Sheet
- 3) Fiber Allocation Information Sheet

Inter-agency Agreement for Communications Asset Utilization

Inter-agency Agreement Ref # _____
Associated FAIS or CAAIS Ref # _____

This is an AGREEMENT made and entered into this _____ day of _____, 20____, by and between the Grantor, hereinafter called the "GRANTOR" and the Grantee, hereinafter called the GRANTEE. Whereby the GRANTEE will contract for specified communications assets identified in the Fiber/Communications Asset Allocation Information Sheet (include FAIS or CAAIS Ref. #) from the GRANTOR.

WHEREAS, the GRANTOR owns certain communications infrastructure, and

WHEREAS, the GRANTEE would like to have control of specific Communications Assets (identified in the Fiber/Communications Asset Allocation Information Sheet include FAIS/CAAIS Ref #); and

WHEREAS, it would be to the mutual benefit of the GRANTEE and GRANTOR to establish, in writing, the GRANTEE's responsibility toward the operation of the identified communications assets, and

NOW THEREFORE, THE GRANTEE AND GRANTOR agree as follows:

SECTION 1 – GENERAL

The purpose of this Agreement is to define the assets and services to be provided and the terms and conditions under which they will be provided to the GRANTEE by the GRANTOR for the communications infrastructure identified in Fiber/Communications Asset Allocation Information Sheet (include FAIS/CAAIS Ref #). This agreement also identifies the maintenance and operations responsibilities between the GRANTEE and the GRANTOR for the same.

SECTION 2 – TERM OF AGREEMENT

The term of AGREEMENT shall be for _____, beginning on the date first entered above, and ending on _____. ~~ENTER LENGTH AND TIME OF DURATION INFORMATION FROM FAIS.~~ Either the GRANTEE or GRANTOR can terminate this AGREEMENT for any reason with written notice to the other party at the end of sixty (60) calendar days following receipt of notice.

SECTION 3 – LEGAL RELATIONS

The GRANTEE shall indemnify and hold harmless the GRANTOR, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind of nature, arising out of, or in connection with, or incident to, the execution of the AGREEMENT and/or the GRANTEE performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the GRANTEE and (b) the GRANTOR, its officials, employees and agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE, and provided further, that nothing herein shall require the GRANTEE to hold harmless or defend the GRANTOR, its officials, employees and agents from any claims arising from the sole negligence of the GRANTOR, its officials, employees and agents.

In the event of litigation between the parties to enforce rights under this section, reasonable attorney's fees and cost shall be allowed to the prevailing party.

SECTION 4 – ASSIGNMENT/SUBCONTRACTING

Neither the GRANTEE nor the GRANTOR shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this AGREEMENT without prior written consent of the other.

SECTION 5 – NOTICE

Ant notices to be given under the AGREEMENT shall at a minimum be delivered, postage prepaid and addressed to:

INSERT GRANTEE ADDRESS

INSERT GRANTOR ADDRESS

Either the GRANTEE or GRANTOR giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

Section 6 – Maintenance and Operations Responsibilities

GRANTOR shall perform all necessary maintenance and repairs on the aforementioned communications infrastructure as required, including emergency repairs.

If maintenance or repair is required solely on the fiber or other communications infrastructure being utilized by the GRANTEE, then GRANTEE shall be responsible for the cost of the maintenance and repair.

If maintenance or repair is required on the entire fiber segment or other communications infrastructure, then GRANTEE shall be responsible for the cost of the maintenance and repairs to the aforementioned fibers or communications infrastructure at a prorated basis, based on the percentage of the fibers (or other communications infrastructure) utilized by GRANTEE.

GRANTEE shall coordinate all splicing, termination and maintenance activities on their strands through GRANTOR. GRANTOR shall coordinate these activities with GRANTEE in a timely fashion, and permission to perform these activities not to be unreasonably withheld.

GRANTOR will inform GRANTEE at least 7 days in advance of any maintenance, repairs or other scheduled outages, (including any maintenance communications assets, which may not result in an outage), per the notification list as attached (Attachment A).

The parties agree that in all ways practical, they shall exchange data, technical support and other goods, as related exclusively to the facilities and services described in this agreement. This exchange shall be on a quid pro quo basis and neither party shall be compensated therefore. Any request for significant levels of data, technical support, or other goods and services not specifically covered under this Agreement, shall be identified prior to performing the work and shall be compensated by direct invoice of the actual cost in providing said data support or other goods and services.

Example Special Conditions Access:

GRANTOR shall provide to GRANTEE 24-hour per day, seven day per week access or escorted access to _____ facility or _____ field communications hub for testing and installation/service of termination and network equipment. To access the _____ facility, GRANTEE shall first call the appropriate official at GRANTOR (see Attachment A) and arrange a time and access for the necessary work. After normal business hours, GRANTEE shall call GRANTOR special help desk (see Attachment A). GRANTEE shall provide contact names and phone numbers for both on and off-hour notification of an emergency outage (see Attachment B.)

Special Conditions for Maintenance of High Priority Traffic:

GRANTEE pays the difference in the maintenance cost for premium service or additional equipment rental cost, etc...

SECTION 7 – AMENDMENT

The provisions of this AGREEMENT may be amended with the mutual consent of the parties. No additions to, alterations of, the terms of this AGREEMENT shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

GRANTEE

BY: _____

TITLE: _____

DATE: _____

GRANTOR

BY: _____

TITLE: _____

DATE: _____

Communications Asset Allocation Information Sheet (CAAIS)

CAAIS Reference # _____

Associated Inter-agency Agreement Reference # _____

SECTION 1 – DEFINITION OF TERMS

Grantor – Agency that owns the physical assets being addressed by this CAAIS and associated Inter-agency Agreement. The Grantor is the maintainer of the physical assets, which reside on their properties (or ROW). The Grantor is responsible for repair, replacement, operation and management of their physical assets. The Grantor determines the use of the communication assets described herein. The Grantor has the authority to commit or deny the use of their communication assets.

Grantee – Agency that is requesting use of a Communications asset to utilize for a service, from Grantee.

Communications Path/Route – The physical communications segments that defines a Grantee's service path.

Physical Assets – All route elements. These elements may include conduit, street poles, patch panels, fiber optic cable, inner-duct, duct banks, pull boxes, communication cables, wireless equipment, antenna, towers, etc.

SECTION 2 – COMMUNICATIONS PATH / ROUTE INFORMATION

Project Name:

Service period for this allocation from: _____ **to:** _____

Path/Route Name:

Segments included in this route (Acquire segment numbers from the Grantor/CIC Asset Management System; attach associated detail drawings or other information as appropriate)

SECTION 3 – ASSET DESCRIPTION

Brief Description of the Communications Type, Connection Interface Hardware, Other Assets Required, and Service Being Turned Up:

SECTION 4 – PATH/ROUTE MAP

Depicted on drawing _____ dated _____
(See attachment _____), and referenced by segment number(s) noted in Section 2 – Communications Path/Route Information.

SECTION 5 – MAINTENANCE AND OPERATIONAL REQUIREMENTS

Operational Requirements and roles of the participating agencies are discussed in the Interagency Agreement document _____ (Interagency Agreement Ref. #).

SECTION 6 – CIRCUIT PRIORITY

GRANTEE considers this circuit a **High** **Medium** **Low** priority circuit based on the type of communications that will utilize this path, as well as available redundancy options. GRANTOR and GRANTEE agree to all maintenance and operational requirements and compensation as discussed in the Interagency Agreement document _____ (Interagency Agreement Ref. #).

THE UNDERSIGNED COMMUNICATIONS INFRASTRUCTURE COMMITTEE MEMBERS HEREBY EXECUTE THIS COMMUNICATION ASSET ALLOCATION INFORMATION SHEET

GRANTOR Agency Name: _____

GRANTEE Agency Name: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Fiber Allocation Information Sheet (FAIS)

FAIS Reference # _____

Associated Inter-agency Agreement Reference # _____

SECTION 1 – DEFINITION OF TERMS

Grantor – Agency that owns physical assets on the fiber optic route(s). The Grantor is the maintainer of the physical assets, which reside on their properties (or ROW). The Grantor is responsible for repair, replacement, operation and management of their physical assets. The grantor determines the use of the fiber assets on this route. They have the authority to commit or deny the use of their fiber assets.

Grantee – Agency that is requesting use of a fiber asset to utilize for a service, from one or more owners.

Fiber Optic Route – A series of contiguous fiber segments that defines a Grantee's service path.

Fiber Optic Segment – A section of the overall fiber route. Section termination points are defined by any patch or tributary splice location.

Physical Assets – All route elements. These elements include conduit, street poles, patch panels, fiber optic cable, inner-duct, duct banks, pull boxes, communication cables, etc.

SECTION 2 – FIBER OPTIC ROUTE INFORMATION

Project Name:

Service period for this allocation from: _____ **to:** _____

Route Name:

Segments included in this route (Acquire segment numbers from the Grantor/CIC Asset Management System; attach a Fiber Route Patch Sheet for segment details)

SECTION 3 – ASSET DESCRIPTION

Brief Description of the Fiber Type, Count, Connection Interface Hardware, Other Assets Required, and Service Being Turned Up:

SECTION 4 – ROUTE MAP

Depicted on drawing _____ dated _____
(See attachment _____), and referenced by segment number(s) noted in Section 2 – Fiber
Optic Route Information.

SECTION 5 – MAINTENANCE AND OPERATIONAL REQUIREMENTS

Operational Requirements and roles of the participating agencies are discussed in the
Interagency Agreement document _____ (Interagency Agreement Ref. #).

SECTION 6 – CIRCUIT PRIORITY

GRANTEE considers this circuit a **High** **Medium** **Low** priority circuit based on the type
of communications that will utilize this path, as well as available redundancy options.
GRANTOR and GRANTEE agree to all maintenance and operational requirements and
compensation as discussed in the Interagency Agreement document
_____ (Interagency Agreement Ref. #).

THE UNDERSIGNED COMMUNICATIONS INFRASTRUCTURE COMMITTEE MEMBERS HEREBY
EXECUTE THIS FIBER ALLOCATION INFORMATION SHEET

GRANTOR Agency Name: _____

GRANTEE Agency Name: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____