

OCT 4 - 2017

Mark Nadel

Federal Communications Commission  
Office of the Secretary

**From:** Stefanie Brimacombe <sbrimacombe@kamiah.org>  
**Sent:** Wednesday, September 27, 2017 1:08 PM  
**To:** Mark Nadel  
**Subject:** RE: E-rate appeal 171048024  
**Attachments:** Kamiah\_Joint\_School\_District\_304\_MSA for IA.pdf

CC Docket 02-6

Perhaps the Master Services contract would better meet your needs. Since ENA is also our voice and managed WLAN provider, the entire contract includes those services as well. I am sending only the part that would relate to the services agreement for broadband.

If this is not feasible, please reach out by contacting me on my cell phone at 208-413-3783.

On Sep 25, 2017 2:19 PM, "Mark Nadel" <Mark.Nadel@fcc.gov> wrote:

Sorry, Stefanie, but we need something that is more of a contract than what you sent. Could you send me the communication in which you "informed ENA of the speed [you] wanted"? Otherwise, what you sent me is just a price list, not a binding contract. I presume that ENA confirms receipt of your order in some formal way in case there is a dispute over precisely what you ordered and which price list was in effect.

Thanks.

**From:** Stefanie Brimacombe [mailto:sbrimacombe@kamiah.org]  
**Sent:** Monday, September 25, 2017 11:26 AM  
**To:** Mark Nadel <Mark.Nadel@fcc.gov>  
**Subject:** Re: E-rate appeal 171048024

DOCKET FILE COPY ORIGINAL

Hi, Mark. Our 470 was filed for a multi-year contract with scalability built in, and the resulting proposal and subsequent contract is the one I sent you.

Because this is a multi-year contract, we wanted pricing to reflect our options to change our bandwidth during the term of the contract. The pricing is on the second page of the contract I sent and we are free to choose any of the speeds on the list. We informed ENA of the speed we wanted and a separate contract is not needed. We are actually getting a 500 Mbps circuit put in which will be lowered to 400 Mbps service. One other way we signify the speed we select is by filing our 471 with that specific speed.

Please let me know if you have any further questions.

No. of Copies rec'd \_\_\_\_\_  
 List ABCDE

On Fri, Sep 22, 2017 at 9:39 AM, Mark Nadel <Mark.Nadel@fcc.gov> wrote:

# Kamiah Jt. School District No. 304

1102 Hill Street - Kamiah, ID 83536

Phone: (208) 935-2991 Fax: (208) 935-4005



10 May, 2017

ENA Services

Lisa Knox – Account Service Manager

802 West Bannock Street, Ste 405

Boise, ID 83702

RE: E-Rate Managed Broadband Services 470 Number 170080868

Dear Ms. Knox

This letter is to notify you of our decision to purchase ENA Managed Broadband from your company during the next E-rate funding years (07/01/2017 to 06/30/2022) under the terms specified in the RFP and subsequent response for Managed Broadband Services 470 Number 170080868.

We look forward to working with ENA on this project.

Sincerely,

Stefanie Brimacombe

District Technology Coordinator

Kamiah Joint School District 304

1102 Hill Street

Kamiah, ID 83536

208.935.4079

208.413.3783

**ENA UNIFIED MASTER SERVICE AGREEMENT**

<b>Client Name:</b>	Kamiah Joint School District Number 304
<b>Mailing and Notice Address:</b>	1102 Hill Street Kamiah, ID 83536
<b>Contact Name, Phone and E-Mail Address:</b>	Stefanie Brimacombe (208) 935-4067 sbrimacombe@kamiah.org

This MASTER SERVICE AGREEMENT ("Agreement") is by and between ENA Services LLC, a Delaware limited liability company having its principal place of business at 618 Grassmere Park Drive, Suite 12, Nashville, TN 37211 ("ENA"), and the Client identified above ("Client"), as of 5/11/2017 (the "Effective Date").

In consideration for the mutual promises, covenants and agreements contained herein, ENA and Client agree as follows:

**SECTION 1: SERVICES**

**1.1 Services.** Subject to the terms and conditions of this Agreement, ENA shall provide Client with certain Services. ENA's Services and pricing are described in the attached Schedules of Service(s) and/or Statement(s) of Work (the "Schedule(s)"), which may be entered into from time to time. As used herein, the term "Services" includes all services, software, products and deliverables provided by ENA to Client, including but not limited to professional services and online services.

**1.2 Product and Service Changes.** The capabilities and services available through ENA regularly change and expand. In order to improve and adapt the Services to these changing conditions, (i) ENA may add, delete or change the Services, at its sole discretion, by providing thirty (30) days prior written notice to Client, and (ii) additions, deletions or changes to Schedules will be effective as of the date agreed upon by the parties in writing.

**1.3 Non-Exclusive Arrangement.** Client acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude ENA from providing Services, deliverables, or related services to any third party, or from authorizing third parties to make Services available to their customers.

**1.4 Service Availability.** Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. ENA will use commercially reasonable efforts to deliver the most reliable service possible, without interruption. ENA will notify Customer of any scheduled maintenance, but may need to interrupt Services without notice to Customer in the event of an emergency.

**SECTION 2: FEES AND PAYMENT TERMS**

**2.1 Fees.** Client shall pay ENA the fees set forth on each Schedule. Except for fees for Services delivered (as indicated in Schedule(s) attached hereto) and professional services, Client's payment obligations for the Services shall commence on the date on which the applicable Service is first made available for use by Client regardless of whether Client has commenced use of the Services. Client shall pay ENA in U.S. dollars.

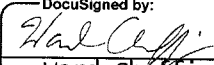
IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

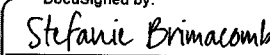
**ENA:**

**CLIENT:**

ENA Services LLC

Kamiah Joint School District Number 304

DocuSigned by:  
By:   
Name: Ward Chaffin  
Title: Director of Finance  
Date: 5/11/2017

DocuSigned by:  
By:   
Name: Stefanie Brimacomb  
Title: District Technology Coordinator  
Date: 5/11/2017

**SCHEDULE OF SERVICES**

No. \_\_\_\_\_

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA and **Kamiah Joint School District Number 304** ("Client") on 5/11/2017 (Date) (the "Agreement"), Client desires to purchase some or all of the Services described in this Schedule of Services (the "Schedule"). Client's Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)			
<input checked="" type="checkbox"/> Broadband	<input type="checkbox"/> Wi-Fi/LAN		
<input type="checkbox"/> Communication	<input type="checkbox"/> Cloud		
Description and Price of Services			
Check one:			
<input type="checkbox"/> Described below	<input checked="" type="checkbox"/> Described in the attached document(s)		
Pricing for services based on the attached cost proposal in response to 470 Number 170081415, RFP KamiahManagedService2017RFP.			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	<input type="text" value="60"/>	months	
Renewal Term(s)	<input type="text" value="2"/>	Number of Renewal Terms <i>enter '0' if none permitted</i>	<input type="text" value="12"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)	<input type="text" value="84"/>	months	
Billing Address and Billing Contact Information			
Attn: Accounts Payable Department 11020 Hill Street Kamiah, ID 83536			

Nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

**ENA:**

DocuSigned by:  
By: Wendy Chaffin  
Name: Wendy Chaffin  
Title: Director of Finance  
Date: 5/11/2017

**CLIENT:****Kamiah Joint School District Number 304**

DocuSigned by:  
By: Stefanie Brimacombe  
Name: Stefanie Brimacombe  
Title: District Technology Coordinator  
Date: 5/11/2017

**Line Item # 1799109563.001****Product and Service Details****Purpose**

Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

**Function**

Fiber

**Type of Connection**

Ethernet

**Bandwidth Speed****Upload Speed**

500.0 Mbps

**Download Speed**

500.0 Mbps

**Connection Information**

Does this include firewall services?

Yes

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")? No

Is this a direct connection to a single school, library or a NIF for Internet access?

Yes

**Cost Calculation for FRN Line Item # 1799109563.001****Monthly Cost**

Monthly Recurring Unit Cost	\$3,800.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$3,800.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$3,800.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$45,600.00

**One-Time Cost**

One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00

**Summary**

Total Eligible Recurring Costs	\$45,600.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discount Extended Eligible Line Item Cost	= \$45,600.00

**Line Item # 1799109563.001****Product and Service Details**

**Purpose** Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

**Function** Fiber

**Type of Connection** Ethernet

**Bandwidth Speed**

**Upload Speed** 500.0 Mbps **Download Speed** 500.0 Mbps

**Connection Information**

**Does this include firewall services?** Yes **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?** No

**Is this a direct connection to a single school, library or a NIF for Internet access?** Yes

**Cost Calculation for FRN Line Item # 1799109563.001**

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Total Monthly Eligible Recurring Costs	= \$3,800.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$45,600.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$45,600.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discount Extended Eligible Line Item Cost	= \$45,600.00