

AGREEMENT FOR ETHERNET SERVICES
18-053 ()

THIS AGREEMENT is made by and between the State of Iowa, Iowa Telecommunications and Technology Commission operating the Iowa Communications Network, (collectively the "ICN") and (Customer) Hamburg Community School District. ICN and Customer may also be referred to as the "Parties" or "Party" as the context allows.

SECTION 1: PURPOSE. The ICN shall provide the Customer with Data Service, per this Agreement.

SECTION 2: IDENTITY OF THE PARTIES.

2.1 The Iowa Telecommunications and Technology Commission operating the Iowa Communications Network is authorized by Iowa Code Chapter 8D to operate a communications network in the State of Iowa. The Iowa Communications Network's address is 400 East 14th Street, Grimes State Office Building, Des Moines, Iowa 50319.

2.2 Customer is a political subdivision of the State of Iowa incorporated in accordance with the relevant provisions of Iowa law. CUSTOMER's Administration Office location is: 309 S Street, Hamburg, IA 51640

SECTION 3: COMPENSATION. For the term of the Agreement, upon receipt of a Customer's order and where provisioning is available, the ICN agrees to provide the Customer with Internet Service at the following rates:

<u>Bandwidth</u>	<u>Service Description</u>	<u>Installation Charges</u>	<u>Monthly Charges</u>
300 Meg (Upgrade existing PVC 80266 to 300 Meg Internet Direct Service)	Direct Internet Service	\$ 200.00	\$ 1057.50
Term Selected: Term: 36 month		Total	\$ 200.00 \$ 1057.50

3.1 Payment Terms. As applicable, ICN shall identify services rendered and submit itemized invoices for amounts owed on a monthly basis. Customer will pay all approved invoices in arrears and in conformance with Iowa Code. Customer may vary the terms of this provision by paying the invoice in less than 60 days as provided in Iowa Code. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code. Any sums owed to ICN by Customer shall be itemized and added to Customer's invoice prior to submission. If Customer disputes the amount of any invoice, Customer will notify the ICN of the dispute within 30 days of receipt of the invoice. Failure to give such notice shall be deemed a waiver of any dispute as to the amount of that invoice.

SECTION 4: TERM. This Agreement shall be effective July 1, 2018 and shall continue for the Term selected in Section 3. This Agreement may be extended for up to six (6) additional months at the Rate(s) listed above upon ICN receipt of Customer's written request prior to the end of the Term, or unless terminated, the service shall be provided on a month to month basis, at the current ICN rates.

SECTION 5: ADMINISTRATIVE ISSUES.

5.1 Upgrades. During the term of the Agreement customer may upgrade the service level as long as the revenue commitment is equal to or greater than the commitment for the balance of the initial term ordered.

5.2 Termination Liability. Customer shall provide ICN 30 day notification of their termination request for any reason.

5.2.1 Should customer terminate service due to lack of appropriated funds, customer shall be responsible for the cost of the service until the service disconnect is complete.

5.2.2 Should customer terminate service within the initial 12 months all waived installation charges, any one time fees incurred by ICN shall be invoiced to the customer. Customer shall receive final invoice at the month to month rate for the term of service actually used, minus any charges already paid by customer.

5.2.3 If the service is terminated after the initial 12 months, but prior to the end of the agreed upon term, Customer shall receive final invoice at the correct monthly rate for the term of service actually used, minus any charges already paid by customer.

5.2.4 In all situations 100% of all third party termination fees will be passed through to customer, without additional ICN markup.

SECTION 6: AMENDMENTS. This Agreement may be amended in writing by mutual consent of the Parties. All amendments to this Agreement incorporated by reference herein must be fully executed by the Parties.

SECTION 7: POINTS OF CONTACT. The Parties agree to provide points of contact for purposes of efficient management of this Agreement, in accordance with the following.

7.1 The ICN's primary point of contact for the Customer's service is the ICN Service Desk: Phone 1-800-572-3940 or E-mail: ICNServicedesk@iowa.gov

7.2. Customer Contacts are: Mike Wells Email: mwells@hamburgcsd.org Phone 712-382-2017

SECTION 8: SERVICE LOCATION. (Endpoint address & REQ# & RITM) _____

SECTION 9: EXECUTION. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**IOWA TELECOMMUNICATIONS AND TECHNOLOGY
COMMISSION Operating the IOWA COMMUNICATIONS NETWORK**

By: _____

Printed Name: Cory Carpenter

Title: Relation Manager

Date: 3-30-18

HAMBURG COMMUNITY SCHOOL DISTRICT

By: Mike Wells

Printed Name: Mike Wells

Title: Superintendent

Date: March 30, 2018