

INTERNET SERVICE AGREEMENT

This Internet Service Agreement (“Agreement”) is entered into on this _____ day of _____ 2020, by and between the Northwest Tri-County Intermediate Unit No. 5, 252 Waterford Street, Edinboro, PA 16412 (hereinafter “IU-5”), and **Warren County School District**, (hereinafter “School District”).

1. Purpose. The IU-5 and School District require the use of affordable broadband services. As such, the IU-5 has contracted with a service provider for the provision of affordable broadband services for each of the school districts it serves. This Agreement sets forth the terms and conditions that govern the provision of said broadband services to School District.

2. Term and Termination.

- a. This Agreement shall become effective on **7/1/2020** and terminate on **6/30/2023**.
- b. As rates for services are dependent upon the number of participating school districts and amount of bandwidth needed, the IU-5 and School District shall not terminate this Agreement in the middle of a school year. Further, School District may not terminate their participation in this Agreement for convenience.

3. E-rate Program and Discount. Funding for broadband services may be provided to eligible schools/school districts through the E-rates program. E-rate discounts applied to broadband services depend on the level of need of each school/school district. The E-rate discounts range from twenty (20) percent to ninety (90) percent of the costs of eligible services. E-rate program funding is based on demand up to an annual Commission-established cap. Therefore, funding cannot be guaranteed. However, if funding is awarded, the Universal Service Administrative Company, under the direction of the Federal Communications Commission, shall be responsible for reimbursing the service providers and eligible schools/school districts for the discounted services.

The IU-5 shall apply for E-rate funding for the benefit of all school districts it serves, including School District, as part of a consortium. The cost to School District to have the IU-5 file all necessary E-rates forms shall be **\$22.93** per month. See **Article 5** for applicable payment terms.

4. Services. Zito Business will provide (1) transport services and (2) internet bandwidth to the IU-5 and School District, collectively referred to as “broadband services.”

A total of **two thousand megabits (2000)** of bandwidth shall be purchased by the IU-5 for the school district for the 2020-2021 school year.

Bandwidth may be upgraded during the school year if necessary. However, bandwidth purchased outside the timeframe provided for E-rate application filing will be billed at full price for the remainder of the E-rate funding year.

5. Price and Payment Terms.

- a. Transport services will be provided at a cost of **\$526.25** per month.
- b. Internet bandwidth shall not exceed **\$1.25** per megabit per month. However, the cost per megabit may be reduced depending on the total bandwidth purchased by the consortium. Reduction to bandwidth size will be reflected by a corresponding reduction on the monthly invoice received by the School District.
- c. These prices set forth in Sections 5.a and 5.b do not reflect any E-rate discount. E-rate discounts, if awarded, will be reflected on **Addendum A**, attached hereto.
- d. The School District shall submit all payments required under this Agreement directly to the IU-5 within thirty (30) days of the date on the invoice. A late fee of five (5%) percent shall be applied to all payments not received within sixty (60) days of the invoice date. Payments will be deemed received on the date actually received by the IU-5.

6. Limitation of Liability. The IU-5's liability under this Agreement shall be limited to any fees paid by School District to the IU-5 for the purpose of filing E-rate applications on behalf of School District.

The IU-5 shall not be liable for the failure to secure funding or discounts through E-rate. Further, School District is not released from its obligations under this Agreement in the event that the IU-5 is unable to secure E-rate funding or discounts. The IU shall not be liable for any errors, defects, limitations, or other malfunctions with, or caused by, the broadband services provided by Velocity Network.

7. Indemnification. School District agrees to indemnify and defend the IU-5 from and against all claims, causes of action, losses, damages, and expenses (including reasonable attorney's fees), of any third party that arise from, or relate to, in whole or in part, School District's use of the services provided pursuant to this Agreement.

8. Notice. All notices and payments required under this Agreement shall be hand delivered or mailed to the address listed above for each party. Mailed notices shall be deemed received three (3) days after the date on which it was mailed.

9. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. The courts of the Commonwealth of Pennsylvania, situated in Erie County, shall have jurisdiction to hear any claims arising out of this Agreement.

10. Integration and Modification. The parties' understanding shall be limited to that which is contained in this Agreement, and any documents specifically referenced herein. Any and all changes, amendments, additions, or modifications to this Agreement, made in full or in part to any section, provision, sentence, or word shall be null and void if not in writing and signed by the parties hereto.

11. Severability. If any of the provisions of this Agreement are found to be void or unenforceable by a court of competent jurisdiction, all of the remaining provisions shall remain in full force and effect as if the void or unenforceable provision had never been included.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound, have executed the within Agreement:

NORTHWEST TRI-COUNTY
INTERMEDIATE UNIT 5

Warren County School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Addendum A

Warren County School District

Breakdown of costs:

1. Transport	10 gigabit	\$526.25
2. Internet	two thousand megabits (2000) @ 1.25	\$2,500.00
3. E-Rate Filing		<u>\$22.93</u>
Total Monthly		\$3,049.18
Expected E-Rate Eligible Amount		\$3,026.25
Expected E-Rate Percentage		80