

Internet Service Provider Agreement
("Agreement")

Cover Page

Alvord Unified School District (LEA)	Riverside County Superintendent of Schools (RCSS)
Effective Date 07/01/2020	Termination Date 06/30/2023
Agreement Amount \$69,000 Annually	Internet Service Provider Services With No Transport

This Agreement is entered into by and between RCSS and LEA as of the Agreement effective date. RCSS and LEA are also referred to in this Agreement collectively as the "Parties" and individually as a "Party".

1. **Contract Term.** This Agreement shall commence on the Agreement Effective Date and shall continue in full force and effect thereafter until and including the Agreement Termination Date (Agreement Term") unless this Agreement is terminated during the Agreement Term as provided in Article 3 of this Agreement.
2. **Agreement Documents:** This Agreement contains and consists of this Cover page, each Article that is listed below, and Attachments A, B and C:

Article	Title
I	Scope of Services and Responsibilities
II	Payment
III	Termination of Agreement
IV	Indemnity and Defense
V	Dispute Resolution
VI	General Provisions
VII	Notices

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the Parties, intending to be legally bound, agree as set forth in and execute this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of and to commit and bind the Party to this Agreement.

Riverside County Superintendent of Schools

Alvord Unified School District

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Printed Name and Title

Printed Name and Title

Date _____

Date _____

Article 1 Scope of Services and Responsibilities

Section 1.1 Recitals: RCSS provides Internet access and technology services to Local Education Agencies in Riverside County. LEA is a school district in Riverside County and desires to enter into this Agreement with RCSS for RCSS to provide LEA with internet access and support services as set forth in this Agreement.

Section 1.2 Duties and Responsibilities: The Parties duties and responsibilities under this Agreement shall include those set forth below in this Section.

Section 1.2.1 RCSS's Duties:

Section 1.2.1.1 Required Services: RCSS shall provide to LEA the Internet access and technology services (collectively "Services") designated on the Cover page and described in Attachment A. LEA may change to a different tier of Services and/or GBPS listed in Attachment A by communicating the change to RCSS in writing to the address listed on the Cover page or by e-mail to itsupport@rcoe.us. Upon RCSS's receipt of LEA's change request and completion of any upgrades or other services required to implement the requested change, RCSS will notify LEA of the date upon which the requested change will take effect.

Section 1.2.1.2 Additional Services: From time to time during the Agreement term, RCSS may be required to perform services other than those set forth in this Agreement ("Additional Services") at the request of LEA and upon agreement by RCSS, or in order to provide Internet services to LEA due to LEA failure to provide RCSS with timely or accurate information. If RCSS performs any Additional Services, such Additional Services shall be charged to LEA on a "time and material" basis utilizing RCSS's then-existing schedule of charges. Unless agreed in writing otherwise, LEA shall pay RCSS for any Additional Services within 30 days of receipt of RCSS invoice.

Section 1.2.1.3 Limited Liability: In the event that RCSS, as a result of its sole negligence, fails to properly provide Internet services to LEA, RCSS's liability shall be limited to reimbursing to LEA the proportionate cost, on a time basis only, for the Internet services that LEA failed to receive. LEA further understands, covenants and agrees that RCSS's performance under this Agreement is conditioned on LEA's timely and accurate provision of data and information to RCSS. Any error, omission or other failure of performance by RCSS caused, in part or in whole, by LEA shall be LEA's sole and exclusive responsibility.

Section 1.2.2 LEA's Duties:

Section 1.2.2.1 Policies: At all times during the Agreement Term, LEA, including all users of LEA's Internet services, shall comply with all of RCSS' policies, including RCSS' Internet access and acceptable use policies, in effect at the time the LEA makes use of the Internet services.

Section 1.2.2.2 Passwords: LEA shall be responsible for all use, authorized or not, of LEA's Internet service account and LEA's passwords.

Section 1.2.2.3 Access: LEA understands and agrees that RCSS has the right, but not the obligation, to disable access to anyone accessing or using LEA's Internet services and/or suspend LEA's Internet services, including but not limited to LEA's storage of a website when, in RCSS's sole opinion, such action is necessary to (i) conform to any applicable laws, rules, or regulations or comply with legal process, (ii) protect and defend the rights or property of RCSS, (iii) protect the personal safety of any person, (iv) respond to a complaint that material has been posted or transmitted via LEA's Internet services in violation of copyright laws, or (v) ensure conformity with any of RCSS's applicable policies, regulations, and procedures. However, LEA remains solely responsible for the use of its Internet services and the content of any websites maintained for LEA sites and LEA agrees that RCSS is not liable for any action RCSS takes or fails to take concerning material posted or transmitted via LEA's Internet service.

Article 2 Payment

Section 2.1 Payment: As full consideration and compensation for RCSS's performance of the Services, LEA shall pay to RCSS for each "Fiscal Year"(July 1 to June 30 of the succeeding calendar year) an amount ("Semi Annual Payment Amount") based on the service specified on the Cover page and detailed on Attachment A, Schedule of Services and Rates, and as may be changed or modified pursuant to this Agreement. Attachment A is attached to and incorporated as part of this Agreement. RCSS will invoice LEA on or after December 1 and June 1 of each Fiscal Year for the Semi Annual Payment Amount, which invoice shall be paid by LEA within 60 days.

Article 3 Termination of Agreement

Section 3.1 Grounds for Termination: This Agreement shall terminate upon expiration of the Agreement Term. During the Agreement Term, each Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of the Agreement and after the non-breaching Party has provided the breaching Party with at least 30 days written notice before the effective termination date.

Section 3.2 Rights and Obligations Upon Termination: If this Agreement is terminated due to RCSS's material breach of one or more provisions of this Agreement, RCSS, upon such termination of this Agreement, shall be entitled to payment for all Services that RCSS provided before the effective date of termination of this Agreement. If this Agreement is terminated due to LEA's material breach of one or more provisions of this Agreement, RCSS, upon such a termination of this Agreement, shall be entitled to payment of the full Agreement amount within 30 days of the effective date of termination of this Agreement. If this Agreement is terminated due to RCSS's and LEA's material breach of one or more provisions of this Agreement, RCSS, upon such termination of this Agreement, shall be entitled to payment for all Services that RCSS provided before the effective date of termination of this Agreement.

Section 3.3 Force Majeure: The provisions in this section shall apply if either Party is delayed or prevented from performing this Agreement by a force majeure event, as that term is defined below. Neither Party shall be liable for any failure or delay in performing this Agreement if a force majeure event caused the failure or delay, and such failure or delay is beyond the Party's control and which by the Party's exercise of due diligence could not reasonably have avoided the force majeure event and such force majeure event was not avoided. A "force majeure event" shall mean events or circumstances beyond a Party's reasonable control and occurring without any fault or negligence of the Party, and which by the exercise of due diligence by the Party could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lighting, earthquakes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts of order, including sanction, embargo, and import or export regulation. A force majeure event shall not include events or circumstances that are within a Party's reasonable control or that occurs as a result of or arises from a Party's act or omission, which events or circumstances include, but are not limited to, failure by a Party and/or its subcontractors, suppliers, or agents to meet their legal or contractual obligations where no force majeure event has occurred; disruption in services to a Party caused by one or more of the following; disputes with subcontractors, suppliers, or other agents or parties, or disputes between Party and its employees.

Section 3.4. Renewal of Agreement: While this Agreement terminates by expiration of the Agreement Term, LEA has the option of renewal in 12 month increments up to 2 times.

Article 4 Indemnity and Defense

Section 4.1 Indemnity Obligations of LEA: To the fullest extent permitted by law, LEA shall defend, indemnify and hold harmless RCSS and Riverside County Board of Education, and their officers, employees, volunteers, students, and agents (collectively "RCSS and RCSS Personnel") from and against any claims, lawsuits, actions, and/or liability, whether actual or alleged, arising out of or relating to this Agreement, including but not limited to:

Section 4.1.1 Use of the Internet/World Wide Web by LEA or anyone accessing the Internet via LEA's Internet Connection.

Section 4.1.2 The placement or transmission by LEA (or LEA's employees or students or anyone on LEA's behalf or accessing the Internet through LEA's Internet connection) of any message, information, software, or other materials on LEA's email system or on the Internet/World Wide Web or on websites authorized by LEA, including but not limited to, messages, information, software, or other materials which contain:

Section 4.1.1.1 Material which is or is likely to be unlawful, threatening, abusive, unethical, libelous, defamatory, pornographic, obscene or sexually explicit, or which contains illegal solicitations or tends to injure, intimidate, interfere with, oppress or threaten any person in the free exercise or enjoyment of any right or privilege granted under federal or state law because of the person's race, color, religion, ancestry, national origin, disability, gender, sexual orientation or perceived sexual orientation;

Section 4.1.1.2 Information constituting or encouraging conduct which would be considered a criminal offense, give rise to civil liability, or otherwise violate local, state, or federal law;

Section 4.1.1.3 A virus, cancelbot, Trojan horse, worm or another harmful component;

Section 4.1.1.4 Any Universal Resource Locator (URL) address or link to such an address which displays or transmits information described in this section;

Section 4.1.1.5 The submission or transmission of information which is protected by copyright or other proprietary rights without obtaining permission of the copyright owner or right holder; or

Section 4.1.1.6 The failure to display any required copyright, trademark, or other proprietary notices of acknowledgements.

Section 4.1.3 All claims or actions for damages or other loss or liabilities due to RCSS's failure to properly provide Internet services to LEA.

Section 4.1.4 All claims or actions relating to any documents, graphics, data, materials, text, and/or other items that LEA and/or its officers, employees, students, or agents use in connection with Internet services and connection provided to LEA under this Agreement or on LEA's website or LEA-sponsored websites.

Section 4.2 No Limitation by Insurance and Survival of Obligations: Neither the existence of any insurance coverage carried by LEA nor the minimum coverage limits with respect to any such coverage, shall be deemed to limit or restrict in any way LEA's obligation or liability under this Article. LEA shall be obligated under this Article and liable to RCSS as provided under this Agreement to the fullest extent permitted by law without regard to whether LEA's insurance provides coverage for the obligation or liability. The obligations set forth in this Article shall survive the termination of this Agreement.

Article 5 Dispute Resolution

Section 5.1 Dispute Resolution: The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement. During a dispute regarding payment under this Agreement, LEA shall pay RCSS the amount that is undisputed and due to RCSS; if a disputed amount is finally determined to be due to RCSS, LEA shall pay such amount to RCSS within 30 days of the final determination. Except for an action to preserve the status quo and/or prevent irreparable harm, neither Party shall commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after complying with this Article. The provisions of this Article shall survive the termination of this Agreement.

Article 6 General Provisions

Section 6.1 Entire Agreement, Conflicts, Execution, Amendment, and Waiver: This Agreement is a complete and exclusive statement of the Parties' Agreement under Code of Civil Procedure section 1856. This Agreement consists of all documents listed on the Cover page. Any conflicts or inconsistencies in this Agreement shall be resolved by giving precedence as follows: the Cover page, these General Terms and Conditions, Required Documents marked as required on the Cover page, any exhibit or attachment that is stated on the Cover page, and any amendment entered into by the Parties in accordance with this Section. The Parties may execute this Agreement and any amendments hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement with the Parties' signatures, whether original or transmitted by electronic means shall be deemed a fully executed Agreement. The Parties may amend or waive any covenant, term, or condition of this Agreement only by a written duly approved modification executed by both Parties.

Section 6.2 Interpretation, Applicable Laws and Time Zone, Venue, Severability, and Survival of Termination:

This Agreement is to be interpreted according to its fair meaning and not strictly for or against any Party based on who drafted some or all of the Agreement, and under California laws without giving any effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of,

resulting from, or relating to this Agreement shall be adjudicated in state of federal court in Riverside County, California, provided that RCSS does not hereby waive any immunity to suit, If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

Section 6.3 Independent Contractor, Assignment, and Transfer: Each Party is an independent contractor, and it and its officers, employees and agents are not and shall not represent themselves as officers, employees or agents of the other Party. This Agreement does not and shall not be construed to create an agency relationship, partnership, or joint venture between the Parties. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not be read or construed to prohibit RCSS from contracting with one or more third parties to provide all or part of the Services.

Article 7 Notices

Section 7.1 Notices: Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated in the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail and transmitted by e-mail; and, if to RCSS, a copy thereof to Agreement Administrator at ePurchasing@rcoe.us. A Party may change its contact person and/or contact information stated on the Cover page by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

Attachment A
To Internet Service Provider Agreement
SCHEDULE OF SERVICES AND RATES
Erate Eligible Services

Service: Internet Only – No Transport

Speed: 10 Gbps

Monthly Rate: \$5,750

Annual Rate: \$69,000

Non-Recurring Cost: \$0

Term: 36 Months with an option to extend the term for two (2) additional one-year consecutive terms, upon annual written agreement of both parties.

Pricing Sheet – Form 471 Item 21 Attachment

Service Description	Quantity	Unit Cost	Annual Recurring	One Time Non-Recurring Cost
Internet Service	10 Gbps		\$69,000	\$0
		TOTAL	\$69,000	\$0

Internet service only with no transport to be delivered at one, or multiple of the below locations:

RCOE - Main	3939 Thirteenth Street, Riverside, CA 92501
RCOE - Sky Canyon	38670 Sky Canyon Dr, 1st Floor, Murrieta, CA 92563
RCOE - Calhoun	47-110 Calhoun Boulevard, Indio, CA 92201

RCSS, referred to herein as RCOE, (Erate SPIN 143051569) follows a semiannual billing process for ISP services. If the 486 form has been received and acknowledged at the time of billing, the approved discounts will be applied to the invoice. RCOE will invoice USAC directly for the remainder of the Funding Commitment amount. The entity will be directly billed the full contract amount if the 486 form has not been received and acknowledged at the time of our billing. The entity will then need to seek reimbursement directly from USAC through the BEAR 472 invoice form. LEA also has the option for BEAR invoicing, even if form 486 has been received.

Services Provided

Internet access

Internet and CalREN access at multiple RCOE locations connected through a K12 High Speed Network node site. Total bandwidth may come from a single or multiple locations depending on requirements and availability of bandwidth

Circuit status and utilization monitoring

LEA will have 24/7 access to real time and historical monitoring of circuit status and network availability.

Transmission circuit trouble call management

LEA will have 24/7 access to support options and a clear escalation chain for troubleshooting, incident resolution, and change requests.

InterNIC registered Class C address space

LEA will have access to dedicated public IPv4 space for no smaller than a Class C network. These IP addresses are not transferrable and will remain with RCOE at the end of the contract.

Primary and secondary Domain Name Service

LEA will have access to RCOE hosted public Domain Name Services. Changes to DNS can be requested through the support portal and implemented during agreed change management windows.

Attachment B
To Internet Access Services Agreement
SERVICE LEVEL AGREEMENT

1. Internet Availability

1. RCSS (referred to herein as RCOE) will ensure 99.9% availability of the service, subject to the following terms
 1. Circuit availability – connectivity between the LEA Premises Equipment (CPE) and RCOE Core Point of Presence (PoP).
 2. Internet Availability – Availability and accessibility of the of the CalREN network at the minimum of one of the below sites:
 - 1 – University of California, Riverside
 - 2 – Level 3 Data Center, Tustin
 - 3 – Cal State San Bernardino, Palm Desert
 3. The available throughput to the LEA will never drop below a minimum of 50% of the service connection speed for a continuous period of more than 24 hours.

2. Incident Reporting

1. All incidents, outages, and reports of degradation of services may be reported during standard business days Monday – Friday with the exception of RCOE recognized holidays (12:00pm – 12:00am PST) by either telephone to (951)826-6600 or via email to itsupport@rcoe.us
2. All incidents, outages, and reports of degradation of services outside the above stated hours may be reported via email to itsupport@rcoe.us and can be escalated following the escalation procedures in section 5.

3. Planned Maintenance

1. Planned Maintenance refers to planned engineering works/network modifications carried out within RCOE’s control.
2. RCOE will provide a minimum of 3 days’ notice of planned maintenance which may impact on the availability or the quality of the service.
3. Notification will be made to the primary contact for the client as advised on the service order or as subsequently updated by the client. Notification will be via email.
4. The above commitment notwithstanding, RCOE will reserve the right to carry out emergency maintenance at any time where it is necessary to maintain the integrity or security of the network. RCOE will endeavor to provide as much notification of such emergency maintenance as possible.
5. RCOE will endeavor to ensure that all planned maintenance is carried out within the preferred hours of 8:00pm - 6:00am and where possible at a weekend

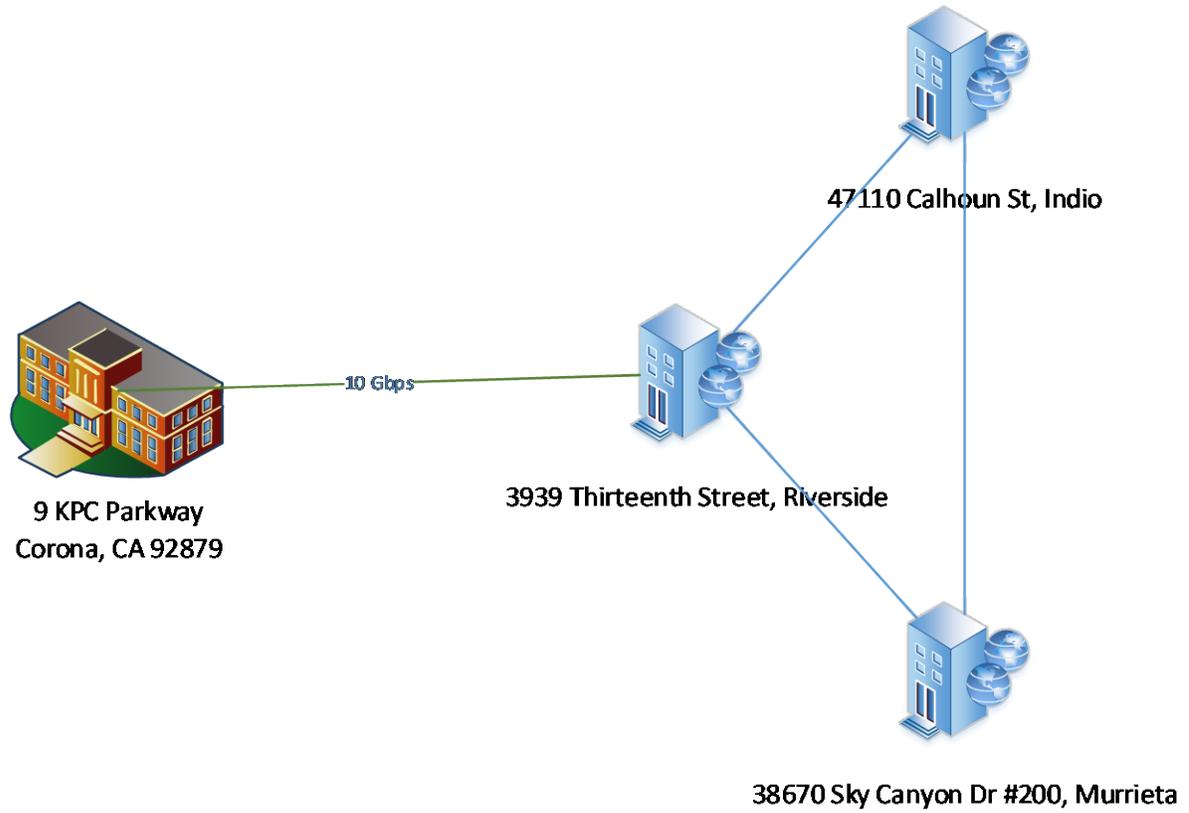
4. Configuration and Change Management

1. All requests for service configuration changes should be made first to the RCOE Help Desk Support at itsupport@rcoe.us
2. Requested changes need to provide a lead-time of 2 business days, and a requested date of implementation needs to be made.

5. **Escalation.** If the client feels that RCOE is not living up to the commitments in this ISP Agreement, the following escalation path should be followed:

Reporting issues and outages	RCOE Help Desk Support	itsupport@rcoe.us
1 st escalation	Network Manager	itsmanager@rcoe.us
2 nd escalation	Technology Services Director	itsdirector@rcoe.us
3 rd escalation	Chief Technology Officer	cto@rcoe.us

Attachment C
To Internet Access Services Agreement
IMPLEMENTATION PLAN AND NETWORK



- For 10Gbps of connectivity, there will need to be 10Gbps of connectivity to the RCOE network data center located in Riverside