

SERVICES AGREEMENT FOR NETWORKING SUPPORT SERVICES
BETWEEN
CENTRAL RIVERS AREA EDUCATION AGENCY
AND
South Tama CSD
2024–2025

This Agreement is entered into by and between the **Central Rivers Education Agency** (“*CRAEA*”) and the South Tama CSD (the “*District*”) effective as of July 1, 2024 (the “*Effective Date*”).

Central Rivers AEA and the District agree as follows:

1. **Scope of Work.** Central Rivers AEA will provide to the District the services as set forth in **Schedule A** (the “*Services*”), which shall be attached hereto and is by this reference incorporated as part of this Agreement.
2. **Payment and Costs.** The District agrees to make payments to Central Rivers AEA according to the fee schedule set forth in **Schedule B**, which shall be attached hereto and is by this reference incorporated as part of this Agreement. The District further agrees to compensate Central Rivers AEA for all services and expenses incurred in connection with providing the Services as set forth in **Schedule B** and elsewhere in this Agreement.
3. **Term and Termination.** Central Rivers AEA shall provide the Services beginning on the Effective Date and shall continue providing the Services until June 30, 2025. However, this Agreement shall terminate prior to June 30, 2025 upon the occurrence of any of the following:
 - a. The District breaches any of its obligations under this Agreement. In the event of such breach of performance, Central Rivers AEA shall provide written notice to the District specifying the breach and the District shall have thirty (30) days to cure such breach. If the District fails to cure its breach within the thirty (30) day period, this Agreement shall immediately terminate.
 - i. Notwithstanding Section 3.a, if the District’s breach of this Agreement is a failure to timely make a payment pursuant to **Schedule B**, the District shall have sixty (60) days to cure such breach.
 - b. Central Rivers AEA breaches any of its obligations under this Agreement. In the event of such breach of performance, the District shall provide written notice to Central Rivers AEA specifying the breach and Central Rivers AEA shall have thirty (30) days to cure such breach. If Central Rivers AEA fails to cure its breach within the thirty (30) day period, this Agreement shall immediately terminate.

- c. Either the District or Central Rivers AEA provides written notice of termination to the other party. Such notice of termination shall become effective, and this agreement shall terminate, thirty (30) days after delivery of such notice.
- d. Notwithstanding any other provision contained in this Agreement, this Agreement shall immediately terminate and neither party shall be liable for any failures to perform if such failure is caused by acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, shortages, actions of any kind by a governmental authority (other than a governmental authority who is a party to this Agreement) whether such act is valid or invalid, or any other casualty.

In the event this Agreement terminates prior to June 30, 2025, all rights and obligations of the parties hereunder shall cease as of the date of such termination, except that Central Rivers AEA will provide services in connection with migrating the District to a new service provider, and Central Rivers AEA shall charge the District at its normal hourly rate for such migration services.

- 4. **Representations and Warranties.** Central Rivers AEA represents and warrants that the Services will be provided in a professional manner, by qualified personnel, consistent with this Agreement. Central Rivers AEA shall use commercially reasonable efforts to perform the Services to the District's satisfaction. The District represents and warrants that it will discuss with Central Rivers AEA any major purchases of technology hardware and software, as well as equipment and peripherals, such that Central Rivers AEA may advise the District as to the compatibility of such hardware, software, equipment, or peripherals. The District represents and warrants that Central Rivers AEA will be the sole provider of the Services unless alternate arrangements are made between the parties. Both parties represent and warrant that, if any disputes arise regarding this Agreement, the parties shall negotiate in good faith to resolve any disputes or differences. Central Rivers AEA **MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS AGREEMENT. GWAEA EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 5. **Limitation of Liability.** Notwithstanding anything else contained in this agreement, Central Rivers AEA shall under no circumstances be liable for any failure to perform this Agreement due to delay or failure of contractors, suppliers, or any other third parties for any reason, including without limitation delay or failure of material, equipment, hardware, software, computer systems or carriers, or transportation, and Central Rivers AEA shall further not be liable for any failure to perform this Agreement if such failure was not caused by Central Rivers AEA; and Central Rivers AEA shall under no circumstances be liable for any loss of information or data supplied by the District resulting from the malfunction or shutdown of its computers whether caused by human error, machine breakdown, malfunction, natural disasters, or for any other reason whatsoever.
- 6. **Limitation on Remedies.** Neither party will be liable to the other for any consequential, incidental,

indirect, special, or punitive damages which may arise out of this Agreement, and in no event will either party be liable to the other for amounts in excess of the amount to be paid pursuant to Central Rivers AEA pursuant to Section 2.

7. **Assignment.** The District may not assign or delegate any or all of its rights or its duties under this Agreement without the prior written consent of Central Rivers AEA.
8. **Complete Agreement.** This Agreement (together with all attachments hereto) is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written proposals or agreements with respect to the subject matter of this Agreement. This Agreement may not be modified except in a writing executed by both parties.
9. **Conflict.** In the event that any term of this Agreement conflicts with any term provided for in the Schedules attached to this Agreement and incorporated herein, the terms of this Agreement shall control and the terms of the Schedules shall be subordinate.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

CENTRAL RIVERS AREA EDUCATION AGENCY

By: _____
Board President

Date: _____

SOUTH TAMA CSD

By: _____
Board President

Date: _____

SCHEDULE A

OUTSOURCED TECHNOLOGY SERVICES

Section 1 – Services Provided

Central Rivers AEA will provide technology services on all existing hardware and software owned by the District with the exception of the items noted in **Section 2**. All hardware and software needs to be licensed with vendor support.

Section 2 – Hardware not covered

Wireless, switches, and firewalls must have licenses, support and warranty. While you do not need to purchase new network equipment, as you use your ERate funds to replace infrastructure we require purchase of Fortinet Firewalls and Cisco Meraki switches and wireless. The filtering products we support are: GoGuardian, iBoss, Mosyle and Meraki. We do not support Linux servers, and Windows servers must support and run Windows Server 2022 or newer.

Section 3 – Standard Practice

The District will enter tickets for service either via Central Rivers AEA's ticket system or via phone. Central Rivers AEA will schedule and dispatch techs as available to address issues. Normal tickets will be addressed in 48 hours.

Support will be either by phone, remote access, or onsite. Central Rivers AEA will determine the type of service that is appropriate in the circumstances.

SCHEDULE B

Outsourced Services Package

Central Rivers AEA will provide technology assistance support as described in Schedule A. If Central Rivers AEA's Technology staff is needed for an event, the District will inform Central Rivers AEA of such needs with reasonable advance notice. Normal working hours are Monday through Friday, 8 am until 4 pm. Central Rivers AEA can provide a list of all observed holidays not considered working hours. If support is needed outside of working hours coverage can generally be arranged with reasonable advance notice. Central Rivers AEA will make every effort to meet those after hour obligations.

Specifically the District is contracting for Network Support which includes but is not limited to:

- 1) Management of Firewall, Switches, APs and UPS(s)
- 2) Servers, DHCP, DNS
- 3) Web Filtering

Other hardware and software may fall under this agreement but will need to be mutually agreed up between CRAEA and the District.

BASE COST FOR FISCAL YEAR 2024 - 2025

\$12,000

Billing Schedule with Payment Due Upon Receipt:

July 15, 2024 - \$1,000

August 15, 2024 - \$1,000

September 15, 2024 - \$1,000

October 15, 2024 - \$1,000

November 15, 2024 - \$1,000

December 15, 2024 - \$1,000

January 15, 2025 - \$1,000

February 15, 2025 - \$1,000

March 15, 2025 - \$1,000

April 15, 2025 - \$1,000

May 15, 2025 - \$1,000

June 15, 2025 - \$1,000