

Red Oak Community School District

2011 North 8th Street

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting

Meeting Location: Sue Wagaman Board Room
Red Oak CSD Administrative Center
The Technology Building – Red Oak High School Campus

Monday, September 14, 2015 – 6:00 pm

- Agenda -

- 1.0 Call to Order – Board of Directors President Lee Fellers
- 2.0 Roll Call – Board of Directors Secretary Shirley Maxwell
- 3.0 Approval of the Agenda – President Lee Fellers
- 4.0 Communications *Page 1*
 - 4.1 Good News from Red Oak Schools
 - 4.2 Visitors and Presentations
 - 4.3 Affirmations and Commendations
 - 4.4 Correspondence
- 5.0 Consent Agenda *Page 1*
 - 5.1 Review and Approval of Minutes from August 24, 2015
 - 5.2 Review and Approval of Monthly Business Reports
 - 5.3 Open Enrollment Requests Consideration – as needed
 - 5.4 Review and Approval of Education Service Agreement – Woodward –
Granger Community School District
- 6.0 General Business for the Board of Directors
 - 6.1 Old Business - None

6.2 New Business

6.2.1 Review and Approval of School Board Election Results 9.8.2015 *Page 1*

6.2.2 Review and Approval of Certified Annual Report, Special Education Supplemental, and Transportation Report – presented by School Business Manager Shirley Maxwell *Page 2*

6.2.3 Board Member Resignation *Page 2*

7.0 Retiring Board Adjourns

**- Agenda for the New Board of Directors, FY 16 –
Monday, September 14, 2015 – Estimated Begin at 7 pm.**

1.0 Call to Order – Board Secretary Shirley Maxwell (will preside until a new president is elected)

2.0 Oath of Office for Newly Elected Directors: Bryce Johnson, Mark Johnson–
Oath Administered by Board Secretary Shirley Maxwell

"Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the state of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the office of Director of the Red Oak Community School District as now or hereafter required by law?"

3.0 Roll Call – Board of Directors Secretary Shirley Maxwell

4.0 Election of Officers – Board Secretary Shirley Maxwell

4.1 Election of a president of the board. The Board Secretary calls for nominations; nominations need not be seconded. The board will then vote on the nominations.

Board Secretary Shirley Maxwell will administer the oath:

"Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the office of President in the Red Oak Community School District as now and hereafter required by law?"

4.2 Election of a vice-president of the board. The New President calls for nominations; nominations need not be seconded. The board will then vote on the nominations.

Red Oak Community School District Board of Directors Regular Meeting Agenda
9.14.15

Board Secretary Shirley Maxwell will administer the oath:

"Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the office of President in the Red Oak Community School District as now and hereafter required by law?"

4.3 Appoint Board Secretary and Board Treasurer *Page 2*

5.0 Ordering and Approval of the Agenda – New Board President Elect

6.0 Consent Agenda – None

7.0 General Business for the Board of Directors

7.1 Old Business – None

7.2 New Business

7.2.1 Organizational Items FY 16 *Page 3-5*

7.2.2 Personnel Considerations *Page 5*

Recommendations to hire

7th Grade Volleyball Coach

Volunteer Volleyball Coach

Recommendation to accept resignation

Middle School yearbook sponsor

7.2.3 Review and Approval of Mid-America Energy request for easement *Page 5*

7.2.4 Review and Approval of Y.E.S. Mentoring Agreement *Page 5*

7.2.5 Discussion and Approval of Vacant Board Seat Selection Process *Page 6*

7.2.6 Review and Approval of ICN Dark Fiber Lease Agreement for ROHS *Page 6*

8.0 Reports – None

9.0 Next Board of Directors Meeting:

Regular Meeting:

Monday, September 28, 2015 – 6 pm

Sue Wagaman Board Room

Red Oak CSD Administrative Center

10.0 Adjournment

Item 4.0 Communications

4.1 Good News From Red Oak Schools

Background: Preliminary numbers are in on district enrollment. It appears we are not losing students from last year to this year. The numbers have been right on target to where we were last year. It is possible we will be up a few from where we were.

4.2 Visitors and Presentations

Background:

4.3 Affirmations and Commendations

Background:

4.4 Correspondence

None at this time

Item 5.0 Consent Agenda

Background: Enclosed are reference pages for:

- Minutes from August 24, 2015 1-3
- Monthly Business Reports 4-8
- Open Enrollment Requests
- Education Service Agreement – Woodward-Granger Community School District 9

Recommendation: Approve the consent agenda as presented.

Item 6.0 General Business for the Board of Directors

6.1 Old Business

NONE

6.2 New Business

6.2.1 Review and Approval of School Board Election Results – 9.8.2015

Background: Election was held on 9.8.2015. The results of the election were that Bryce Johnson and Mark Johnson were the two individuals with the most votes from that election.

Recommendation: Approve the election results – 9.8.2015.

6.2.2 Review and Approval of Certified Annual Report, Special Education Supplemental, and Transportation Reports – Presented by School Business Manager Shirley Maxwell

Background: Shirley Maxwell will have a presentation on these items to go through with the Board. If there are any questions over her reports she will take the time to answer them.

Recommendation: Approve the FY 15 Certified Annual Report, Special Education Supplement and Annual Transportation Reports.

6.2.3 Board Member Resignation 10

Background: The letter of resignation from Board Member Dr. Warren Hayes is included in the packet. Dr. Hayes has been a valuable member of the Red Oak School Board. His service is to be commended and his dedication appreciated. We thank Dr. Hayes for everything he has done to promote education in the community of Red Oak.

Item 7.0 Retiring Board Adjourns

**Agenda for the New Board of Directors FY 16
Monday, September 14, 2015 – Estimated Begin at 7pm.**

Item 4.3 Appoint Board Secretary and Board Treasurer

Background: The board has the responsibility each year to appoint the Board Secretary and Board Treasurer.

Recommendation: I recommend you appoint School Business Manager Shirley Maxwell to the role of Board Secretary and Board Treasurer.

Item 6.0 Consent Agenda

NONE

Item 7.0 General Business for the Board of Directors

7.1 Old Business

NONE

7.2 New Business

7.2.1 Organizational Items FY 16

Background Information: Several annual organizational items are listed below. Tom will briefly review each and then request the Directors to take official action to approve all with one motion at the end. We will not be appointing board committees at this meeting. For this organizational item, we will wait until the fifth and final board seat is filled.

Recommendation: Approve the organizational items as presented.

Multi-Cultural / Gender Fair Compliance Officer and Equity Officer

Recommendation: Appoint Tom Messinger, Superintendent as the MCGFC Officer and Equity Officer with Assistant Officers Gayle Allensworth, Barb Sims, Nate Perrien, and Jeff Spotts.

District Homeless Liaison Officer

Recommendation: Appoint the High School Guidance Counselor, John Brabec, with assistance from support staff Karla Wood and Crystal Berkey to the position of Homeless Liaison Officer for the 2015-2016 school year.

District Truancy Officers

Recommendation: Appoint building principals as truancy officers for the 2015-2016 school year with assistance from Student Support Coordinator Theo Fundermann.

Level I and Level II Investigators

Recommendation: Appoint Red Oak Assistant Police Chief as the level I investigator and the Red Oak Police Chief as the level II investigator

District Asbestos Coordinator

Recommendation: Appoint Maintenance Director Carlos Guerra as the District Asbestos Coordinator

District Registrar

Recommendation: Appoint Administrative Center Assistant Karla Wood as the District Registrar

Financial Depositories

Recommendation: Approve the following financial institutions as depositories and deposit maximum amounts for FY 16:

Bank Iowa	1805 N Broadway, Red Oak, IA	\$5,000,000
Houghton State Bank	116 Coolbaugh St, Red Oak, IA	\$15,000,000
Great Western Bank	2100 Commerce Dr, Red Oak, IA	\$5,000,000
U.S. Bank	323 Reed St, Red Oak, IA	\$5,000,000

Official School District Newspaper

Recommendation: Appoint the *Red Oak Express* as the District's official newspaper for the 2015-2016 school year.

Board of Directors and Red Oak Community School District Legal Counsel

Recommendation: Appoint the Swanson Law Firm of Red Oak, IA and Rick Engel of Des Moines, IA as the legal counsel for the 2015-2016 school year.

Board of Directors Meeting Dates for FY 16

All meetings would begin at 6 pm unless otherwise noted.

September 28, 2015	Regular Meeting
October 12, 2015	Regular Meeting
October 26, 2015	Regular Meeting
November 9, 2015	Regular Meeting
November 23, 2015	(annual school finance workshop 5-7 pm, time considered tentative)
December 14, 2015	Regular Meeting
January 11, 2016	Regular Meeting
January 25, 2016	Regular Meeting
February 8, 2016	Regular Meeting
February 22, 2016	Regular Meeting
March 14, 2016	Regular Meeting
March 28, 2016	Regular Meeting (if needed, spring break is 3.21 to 3.25)
April 11, 2016	Regular Meeting
April 25, 2016	Regular Meeting
May 9, 2016	Regular Meeting

May 23, 2016	Regular Meeting
June 13, 2016	Regular Meeting
June 27, 2016	Regular Meeting
July 11, 2016	Regular Meeting
July 25, 2016	Regular Meeting (if needed)
August 8, 2016	Regular Meeting
August 22, 2016	Regular Meeting

Recommendation: Approve the recommendations for the organizational items FY16 as presented.

7.2.2 Personnel Considerations

Background: The items are listed below for consideration by the board.

Recommendations to hire 11-12

7th Grade Volleyball Coach – Makayla Magneson

Volunteer Volleyball Coach – Dana Ramirez

Recommendation to accept resignation 13

Middle School Yearbook Sponsor – Janelle Erickson

Recommendation: Approve the hires and the resignation as presented. *The background checks have been done on both of the recommendations to hire.*

7.2.3 Review and Approval of Mid-American Energy request for easement 14-17

Background: There is a letter from MAE in the packet which outlines the details. They are requesting an easement to replace a portion of their gas main.

Recommendation: Approve the request for easement.

7.2.4 Review and Approval of Y.E.S. Mentoring agreement 18-19

Background: This is an agreement with the non-profit organization to provide mentoring to students through community supports. The agreement is included in the board packet.

Recommendation: Approve the agreement.

7.2.5 Discussion and Approval of Vacant Board Seat Selection Process

Background: Shirley Maxwell and I have visited with IASB and with school legal counsel to make sure we have the options correct. At this time, the Board can make the decision to appoint a person to fill the vacancy or can call for a special election.

Recommendation: The Board should discuss the options and determine the course desired to fill the seat vacated by the resignation of Dr. Warren Hayes.

7.2.6 Review and Approval of ICN Dark Fiber Lease Agreement for ROHS 20-43

Background: The agreement is included in the board packet. This agreement would replace the prior agreement which has expired. It is the same agreement provided to all schools operating an ICN.

Recommendation: Approve the agreement.

Item 8.0 Reports

Superintendent

Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center
Red Oak Technology Center, Red Oak High School Campus
August 24, 2015

This regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Lee Fellers at 6:00 p.m.

Present:

Directors: Lee Fellers, Bill Drey, Paul Griffen, Kathy Walker, Warren Hayes
Shirley Maxwell, Board Secretary, Tom Messinger, Superintendent

Approval of Agenda

Motion by Director Drey, second by Director Griffen to approve the agenda as presented with the order of agenda items at the discretion of the board president. Motion carried unanimously.

Consent Agenda

Motion by Director Griffen, second by Director Drey to approve the consent agenda as presented. Motion carried unanimously.

Items comprised in the consent agenda:

- * Approval of minutes from August 6, 2015
- * Approval of monthly business reports
- * Approval of open enrollment requests presented
- * Approval of snow removal bid from The Green Tree Co LLC for the 2015-2016 year

Teacher Leadership Committee

Gayle Allensworth and John Gambs gave the directors an overview of the Teacher Leadership Compensation Grant. Their goals are as follows:

- o To increase student engagement
- o To increase student achievement
- o To attract and increase retention of effective teachers
- o To create more opportunities for teachers to learn and lead through differentiated roles and fitting compensation
- o To improve systematization and integration of district-wide work through increased collaboration

Approval Concerning the Fencing Surrounding the High School Baseball Field at Legion Park

Motion by Director Drey, second by Director Walker to approve the low bid from Red Oak Do It Center to construct the fence around the High School Baseball Field at Legion Park with the price not to exceed \$22,479. Motion carried unanimously.

Presentation of Community Member Jedd Sherman

Jedd Sherman requested to address the board with concerns regarding the budget and the cuts made to the budget for the 2014-2015 school year along with the upcoming school year.

Recess of Board

Motion by Director Griffen, second by Director Drey to take a short recess at 6:36 p.m. Motion carried unanimously. The board came back into session at 6:45 p.m.

Design Development of Tiger Vision Phase I

Architect Randy west of BLDD presented a video showing how the new high school addition and surrounding areas will look after the project.

Construction Timeline for the Tiger Vision Phase I

Construction Manager Mark Pfister, dba Boyd Jones Construction, presented an updated Construction Timeline for Tiger Vision Phase I.

Adoption of Resolution Fixing the Date of Sale of Approximately \$10,000,000

Consensus of the group was to wait to approve the date of sale of the bonds.

John Baylor Test Prep online service agreement

Motion by Director Drey, second by Director Griffen to approve the John Baylor Test Prep Online Service agreement with Green Hills AEA for the 2015-2016 school year at a cost of \$5,280. Motion carried unanimously.

Request for Modified Allowable Growth and Supplemental Aid

Motion by Director Drey, second by Director Hayes to approve authorizing School Business Manager Shirley Maxwell to "Request for Modified Allowable Growth and Supplemental Aid" for the 2014-2015 special education deficit. Motion carried unanimously.

Transfer of High School Custodian to Lead Custodian at the Middle School

Motion by Director Drey, second by Director Hayes to approve the transfer of Steve Murcek from High School Custodian to Lead Custodian at the Middle school. Motion carried unanimously. His rate of pay will be \$11.61 per hour.

Employment Contract to Kerry Hohbach for an ROMS position

Motion by Director Griffen, second by Director Drey to approve a contract to Kerry Hohbach for a Middle School position at a rate of pay of \$200.00 per day. The only benefits with this contract will be IPERS and FICA. She must present a certificate of licensure for this position. This contract can be terminated by a notice from either party. Motion carried unanimously.

Fresh Fruit and Vegetable Grant

Motion by Director Drey, second by Director Walker to approve the Fresh Fruit and Vegetable Agreement with the Iowa State Department of Education for the Inman Primary School.
Motion carried unanimously

Boost 4 Families Preschool agreement

Motion by Director Drey, second by Director Griffen to approve the Boost 4 Families Preschool agreement effective September 1, 2015 to May 30, 2016. Motion carried unanimously.

Adjournment:

Motion by Director Griffen, second by Director Drey to adjourn the meeting at 8:44 p.m.
Motion carried unanimously. The date of the next regular meeting will be determined, place will be in the Sue Wagaman Board Room, Red Oak CSD Administrative Center.

Lee Fellers, President

Shirley Maxwell, Board Secretary

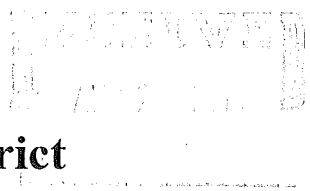
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Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND	
BURNISON, JANET	09032015	50.00	
10 1902 2222 000 0000 618	BOOK FINE MONEY		50.00
Vendor Name BURNISON, JANET			<u>50.00</u>
CASEY'S	09312015	118.92	
10 0020 2700 000 0000 626	GAS PURCHASES		118.92
Vendor Name CASEY'S			<u>118.92</u>
CENTURY LINK	08252015	371.49	
10 0010 2410 000 0000 532	DISTRICT WIDE FIRE ALARM LINES		371.49
CENTURY LINK	09012015	132.00	
10 0020 2490 000 0000 530	TRANSMITTER LINE		132.00
Vendor Name CENTURY LINK			<u>503.49</u>
CONTINUUM RETAIL ENERGY SERVICES, LLC	150-1507-9935	1,943.17	
10 1901 2600 000 0000 621	THERMS 315		226.74
10 1902 2600 000 0000 621	THERMS 37		64.76
10 2020 2600 000 0000 621	THERMS 54		113.13
10 3230 2600 000 0000 621	THERMS 3329		1,538.54
Vendor Name CONTINUUM RETAIL ENERGY SERVICES, LLC			<u>1,943.17</u>
FIRST BANKCARD	08082015-1	51.38	
10 1901 1920 100 1920 618	Best - Buy Magnetic Letters by Lakeshore		51.38
FIRST BANKCARD	08142015	1,347.20	
10 0010 2600 000 0000 618	FIRE RESISTANT BLINDS		1,347.20
FIRST BANKCARD	08192015	614.00	
10 0010 2321 000 0000 611	STORAGE CABINET/FILE		614.00
FIRST BANKCARD	08212015	3,815.33	
10 0010 2600 000 0000 618	SURV. CAMERA SUPPLIES		3,815.33
FIRST BANKCARD	08262015-1	5.49	
10 3230 1000 100 0000 612	MATH CONNECTIONS		5.49
FIRST BANKCARD	08262015-2	5.14	
10 3230 1000 100 0000 612	MATH CONNECTIONS		5.14
FIRST BANKCARD	08272015	90.74	
10 3230 1000 100 0000 612	MATH CONNECTIONS		90.74
FIRST BANKCARD	08272015-1	55.93	
10 3230 1000 100 0000 612	MATH CONNECTIONS		55.93
FIRST BANKCARD	08272015-3	10.28	
10 3230 1000 100 0000 612	MATH CONNECTIONS		10.28
FIRST BANKCARD	08272015-4	7.98	
10 3230 1000 100 0000 612	MATH CONNECTIONS		7.98
FIRST BANKCARD	08282015	6.96	
10 3230 1000 100 0000 612	MATH CONNECTIONS		6.96
FIRST BANKCARD	08282015-1	5.14	
10 3230 1000 100 0000 612	MATH CONNECTIONS		5.14
FIRST BANKCARD	08282015-3	100.84	
10 0010 2600 000 0000 618	Motor for Washington with free shipping		100.84
FIRST BANKCARD	08282015-5	6.32	
10 3230 1000 100 0000 612	MATH CONNECTS		6.32
FIRST BANKCARD	08312015	100.84	

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0010 2600 000 0000 618	Motor for IPS with free shipping	100.84
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10 0010 2600 000 0000 618	Motor for IPS with free shipping	201.68
FIRST BANKCARD	08312015-2	100.84
10 0010 2600 000 0000 618	Motor for IPS with free shipping	100.84
FIRST BANKCARD	09012015	22.90
10 2020 1000 100 0000 612	GYMBOSS A CLASSIC TIME	19.95
10 2020 1000 100 0000 612	SHIPPING & HANDLING (STANDARD)	2.95
FIRST BANKCARD	09012015-1	49.97
10 0010 1200 219 0000 612	EPS COMPATIBLE XEROX PHASER 6500 HIGH YE	49.97
FIRST BANKCARD	09032015	37.30
10 3230 1200 420 8008 612	SPANISH BOOKS	37.30
FIRST BANKCARD	09042015	133.23
10 1902 1000 100 0000 612	REPLACEMENT BULBS FOR HITACHI PROJECTOR	78.86
10 1902 1000 100 0000 612	REPLACEMENT BULB FOR HITACHI PROJECTOR C	38.71
10 1902 1000 100 0000 612	SHIPPING	15.66
FIRST BANKCARD	09042015-1	15.54
10 3230 1200 420 8008 612	SPANISH BOOKS	15.54
Vendor Name FIRST BANKCARD		<u>6,785.03</u>
GAUNT, JESSIE	09082015	50.00
10 0010 1942 000 0000	REIMBURSEMENT	50.00
Vendor Name GAUNT, JESSIE		<u>50.00</u>
IA ASSOC OF SCH BUSINESS OFF	200001582	178.00
10 0010 2510 000 0000 340	REG FEE	178.00
Vendor Name IA ASSOC OF SCH BUSINESS OFF		<u>178.00</u>
IOWA TALENTED AND GIFTED ASSOCIATION	09272015	585.00
10 0010 1000 470 1118 320	REG FEES	585.00
Vendor Name IOWA TALENTED AND GIFTED ASSOCIATION		<u>585.00</u>
ISEA	12700	250.00
10 0010 1000 130 3387 320	REG FEE	250.00
Vendor Name ISEA		<u>250.00</u>
ISEA	7231-287	82.50
10 0010 1000 131 3202 613	MENTORING BOOKS	82.50
Vendor Name ISEA		<u>82.50</u>
MAIL FINANCE	H5493906	349.38
10 0010 2410 000 0000 531	POSTAGE METER LEASE PYMT	349.38
Vendor Name MAIL FINANCE		<u>349.38</u>
NOLTE, CORNMAN & JOHNSON P.C.	09012015	3,800.00
10 0010 2310 000 0000 320	40% AUDIT FEES PER CONTRACT	3,800.00
Vendor Name NOLTE, CORNMAN & JOHNSON P.C.		<u>3,800.00</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
ORSCHELN	028937	98.45
10 0010 2600 000 0000 618	SUPPLIES	98.45
Vendor Name ORSCHELN		<u>98.45</u>
RED OAK COMM SCH ACTIVITY FUND	09082015	10,900.00
10 0010 1942 000 0000	ACTIVITY TICKETS PURCHASED DURING REG	10,900.00
Vendor Name RED OAK COMM SCH ACTIVITY FUND		<u>10,900.00</u>
RED OAK SCHOOLS HOT LUNCH	09082015	15,426.80
10 0010 1942 000 0000	MEAL MONEY PURCHASED DURING REG	15,426.80
Vendor Name RED OAK SCHOOLS HOT LUNCH		<u>15,426.80</u>
SOCS/FES	INV006586	405.00
10 0010 2236 000 0000 536	WEB SITE HOSTING	405.00
Vendor Name SOCS/FES		<u>405.00</u>
UNITED PARCEL SERVICE	0000537022345	90.40
10 1901 2410 000 0000 531	UPS CHARGES	22.60
10 1902 2410 000 0000 531	UPS CHARGES	22.60
10 2020 2410 000 0000 531	UPS CHARGES	22.60
10 3230 2410 000 0000 531	UPS CHARGES	22.60
Vendor Name UNITED PARCEL SERVICE		<u>90.40</u>
Fund Number 10		<u>41,616.14</u>
Checking Account ID 1		<u>41,616.14</u>
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
CLEAR, CARMEN	09082015	52.50
61 483 000 0000 000	REIMBURSEMENT	52.50
Vendor Name CLEAR, CARMEN		<u>52.50</u>
MATHISEN, AMY	09082015	30.55
61 483 000 0000 000	REIMBURSEMENT	30.55
Vendor Name MATHISEN, AMY		<u>30.55</u>
MOTT, MICHAEL	09082015	14.50
61 483 000 0000 000	REIMBURSEMENT	14.50
Vendor Name MOTT, MICHAEL		<u>14.50</u>
NOONAN, SUSAN	09082015	5.60
61 483 000 0000 000	REIMBURSEMENT	5.60
Vendor Name NOONAN, SUSAN		<u>5.60</u>
RED OAK COMMUNITY SCHOOL DIST	09082015	27.00
61 483 000 0000 000	REIMBURSEMENT OLD ACCT TO NURSE ACT	27.00
Vendor Name RED OAK COMMUNITY SCHOOL DIST		<u>27.00</u>
Fund Number 61		<u>130.15</u>
Checking Account ID 2		<u>130.15</u>
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ATLANTIC COMMUNITY SCHOOLS	09022015	70.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0010 1400 920 6815 340	VB CLINIC ENTRY FEE	70.00
ATLANTIC COMMUNITY SCHOOLS	09042015	70.00
21 0010 1400 920 6815 340	TROJAN JV VB TOURNEY	70.00
Vendor Name ATLANTIC COMMUNITY SCHOOLS		<u>140.00</u>
CLARINDA COMMUNITY SCHOOLS	09042015	55.00
21 0010 1400 920 6815 340	9TH VB TOURNEY ENTRY FEE	55.00
Vendor Name CLARINDA COMMUNITY SCHOOLS		<u>55.00</u>
IGCA	09022015	95.00
21 0010 1400 920 6600 320	MEMBERSHIP RENEWAL FEE	95.00
Vendor Name IGCA		<u>95.00</u>
IHSADA	09022015	70.00
21 0010 1400 920 6600 320	AD MEMBERSHIP FEE	70.00
Vendor Name IHSADA		<u>70.00</u>
IOWA HIGH SCHOOL ATHLETIC ASSO	09022015	150.00
21 0010 1400 920 6600 618	HUMIDITY & LIGHTENING DETECTORS	150.00
Vendor Name IOWA HIGH SCHOOL ATHLETIC ASSO		<u>150.00</u>
KRUSE, DANA	08282015	140.00
21 0010 1400 920 6720 320	OFFICIAL	140.00
Vendor Name KRUSE, DANA		<u>140.00</u>
MANZ, KYLE	08282015	140.00
21 0010 1400 920 6720 320	OFFICIAL	140.00
Vendor Name MANZ, KYLE		<u>140.00</u>
PEAK INTERESTS	29752	119.25
21 2020 1400 950 7421 618	LARGE PIZZAS FOR PBIS ON 2-6-2015.	117.00
21 2020 1400 950 7421 618	DELIVERY FEE ON 2-6-2015.	2.25
PEAK INTERESTS	29754	14.09
21 2020 1400 950 7421 618	LARGE PIZZA FOR PBIS ON 4-29-2015.	11.84
21 2020 1400 950 7421 618	DELIVERY FEE ON 4-29-15.	2.25
Vendor Name PEAK INTERESTS		<u>133.34</u>
PETERSEN, SHAWN	08282015	140.00
21 0010 1400 920 6720 320	OFFICIAL	140.00
Vendor Name PETERSEN, SHAWN		<u>140.00</u>
RAMIREZ, DANA	09082015	60.00
21 0010 1710 920 6910	REIMBURSEMENT	60.00
Vendor Name RAMIREZ, DANA		<u>60.00</u>
RSCHOOLTODAY	23757	400.00
21 0010 1400 920 6600 320	ACTIVITY SCHEDULER RENEWAL FEE	400.00
Vendor Name RSCHOOLTODAY		<u>400.00</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
SCHUMACHER, BRENT	08282015	140.00
21 0010 1400 920 6720 320	OFFICIAL	140.00
Vendor Name SCHUMACHER, BRENT		<u>140.00</u>
SHENANDOAH COMMUNITY SCHOOLS	09042015	85.00
21 0010 1400 920 6815 340	FILLIES JV VB TOURNEY	85.00
Vendor Name SHENANDOAH COMMUNITY SCHOOLS		<u>85.00</u>
TRUE, TOM	08282015	140.00
21 0010 1400 920 6720 320	OFFICIAL	140.00
Vendor Name TRUE, TOM		<u>140.00</u>
Fund Number 21		<u>1,888.34</u>
Checking Account ID 3		<u>1,888.34</u>



Woodward-Granger Community School District

Serving the Communities of Woodward and Granger

Bradley Anderson
Superintendent
1904 State Street
Granger, Iowa 50109
515-999-8022 Ext. 101
Fax 515-999-8025

Robb Boley
High School Principal
306 West Third Street
Woodward, Iowa 50276
515-438-2115 Ext. 246
Fax 515-438-2497

Bret Miller
MS Principal
306 West Third Street
Woodward, Iowa 50276
515-438-4263 Ext. 208
Fax 515-438-2497

Matt Brummond
Pk-5 Elem. Principal
2200 State Street
Granger, Iowa 50109
515-999-2357 Ext. 137
Fax 515-999-9299

Rebekka Maass
Grandwood Principal
1251 334 th Street
Woodward, Iowa 50276
515-438-3240
Fax 515-438-3414

Building Futures, One Student at a Time

INTER-AGENCY AGREEMENT FOR SPECIAL EDUCATION INSTRUCTIONAL PROGRAM 2015-2016

This agreement is entered in Red Oak CSD and the WOODWARD-GRANGER COMMUNITY SCHOOL DISTRICT.

We, the undersigned agencies, for each special education student being provided services or programs by other than the student's agency of residence, do hereby consent and agree to the following conditions:

CONDITION I

The receiving agency shall provide instructional services and programs for the students referred for special education classes in accordance with the State of Iowa Department of Education Rules and Regulations and in accordance with the state laws governing such services and the delivery thereof (Chapters 273, 281 and 442). The receiving agency shall retain the right to limit enrollment.

CONDITION II

The cost of the above services shall be paid by the sending agency to the receiving agency and shall be actual costs incurred in providing these services and programs. Payment of these actual costs will be determined in the following manner:

- A. The receiving agency shall provide the sending agency with SEMIANNUAL INVOICES for the actual costs of services and programs of the current school year. The first invoice will include an estimate of the costs and the final invoice will include the actual costs for the entire year including administrative costs minus previously paid amounts. Cost will be prorated to the days of service if the service is for less than one year.
- B. For Special education services provided by the Woodward Youth Academy, located within the Woodward-Granger School District, tuition invoices shall be forwarded to the sending agency when Woodward Academy makes costs known to the W-G Business Office.
- C. The receiving district shall provide the sending agency with an itemized final statement of the actual costs of services and itemize any payments received toward the cost.

Signed _____
Superintendent or Authorized Agent Designee of Sending District

Date _____

Signed 
Superintendent or Authorized Agent Designee, W-G Community School

Date: 08/21/2015

Contract Services provided for:

Student Name.

Start Date: 8/24/15

Special Ed Weighting Level:

Academy Special Education Program

Return one signed copy to:

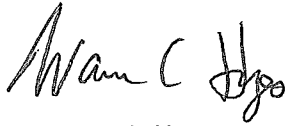
Attention: Woodward-Granger Schools Attn: Missy Lantz, 1904 State Granger, IA 50109.

8-30-15
(wd)

Red Oak School Superintendent Mr. Tom Messinger:

With increasing time demands at the workplace, I am finding it harder to devote the time necessary to the School Board that it deserves. After much contemplative thought, I wish to resign my position on the Red Oak Community School Board effective at the conclusion of the scheduled Board Meeting of September 14, 2015, with the current existing Board. This should allow ample time to determine how best to fill the vacancy. I appreciate the opportunity to have served the community in this position.

Sincerely,



Warren C. Hayes

Red Oak Community School District
Staff Selection Recommendation

Date: 9-3-15

Building: Admin HS MS WIS IPS ECC Trans
(Please Circle All That Apply)

Position: 7th Grade MS Volleyball Coach.

Name: Maryla Magnuson

Certified: _____

Lane: _____

Step: _____

Salary: _____

Supplemental Pay

= 7.5% of

\$30,275

\$2,270.⁶³

Classified:

Hourly Rate: _____

Hours Per Day: _____

Folder No.

1023864



Principal/Director

Please send form to Superintendent for Board Approval

Red Oak Community School District
Staff Selection Recommendation

Date: 8-17-15

Building: Admin HS MS WIS IPS ECC Trans
(Please Circle All That Apply)

Position: Volunteer VB Coach

Name: Dana Ramirez

Certified:

Lane: —
Step: —
Salary: —
} Volunteer

Classified:

Hourly Rate: —
Hours Per Day: —
} Volunteer


Principal/Director

Please send form to Superintendent for Board Approval

Janelle Erickson
2105 Woodfield Dr.
Red Oak, IA 51566
(712) 621-6262
ericksonj@roschools.com

May 27, 2015

Mr. Nathan Perrien
Red Oak Middle School Principal
Red Oak Community School District
308 E Corning St.
Red Oak, IA 51566

Dear Mr. Perrien,

I am writing to you to notify you of my resignation from the position of Red Oak Middle School Yearbook Sponsor. It has been a wonderful experience serving as our Yearbook Sponsor for the past four years.

Sincerely,

Janelle Erickson



August 26, 2015

Red Oak Community School District
Attn: Shirley Maxwell
2011 N 8th Street
Red Oak, IA 51566

RE: Gas Easement

Dear Mrs. Maxwell:

MidAmerican Energy Company is in the process of replacing a portion of its gas main along North Broadway Street in Red Oak and we are looking at obtaining an easement over a portion of a parcel owned by the School District. Enclosed is a gas easement document allowing for this relocation work to be completed. Please have the appropriate parties sign the easement document where indicated in the presence of a notary public and return to me in the enclosed postage paid envelope.

If you have any questions or require any additional information, don't hesitate to call me at 1-800-432-4413, or email me at kwmaxfield@midamerican.com. Again, we truly appreciate your cooperation with this project!

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Maxfield", written in a cursive style.

Kirk Maxfield
Right-of-Way Agent

Enclosures



Prepared by and return to: Kirk Maxfield 712-277-7580
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. Box 778 Sioux City, IA 51102

**MIDAMERICAN ENERGY COMPANY
GAS EASEMENT**

Folder No.	<u>2015-150</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2015-2237405</u>	County of	<u>Montgomery</u>
Project No.	<u>A5621</u>	Section	<u>29</u>
		Township	<u>72</u> North
		Range	<u>38</u> West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **RED OAK COMMUNITY SCHOOL DISTRICT, AN IOWA SCHOOL DISTRICT**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, attach, reconstruct, operate, maintain, replace or remove line(s) and facilities for the transportation of natural gas, including but not limited to, meters, valves, support brackets, piping, line markers and other reasonably necessary equipment incident thereto (collectively "Facilities") under, upon and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Sub Lot 6, of Sub Lot 2, of Sub Lot 2, of Sub Lot 1, of Lot 1 of the NE1/4 SE1/4 Section 29, Township 72 North, Range 38 West of the 5th P.M., City of Red Oak, Montgomery County, Iowa.

EASEMENT AREA:

An underground gas easement described as follows: The East 10.00 feet of the above described parcel.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the Easement Area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Grantor and Grantee each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

6. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any dispute arising under this easement, it is agreed between the parties that the law of the State of Iowa will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof. To the fullest extent permitted by law, Grantor and Grantee each hereto waive any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Grantor and Grantee each further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

7. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

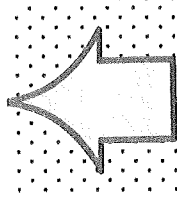
8. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

Dated this _____ day of _____, 20____

Red Oak Community School District

By: _____, Board President

By: _____, Board Secretary



**SIGN
HERE**

(State of Iowa)

(County of Montgomery)

On this _____ day of _____, A.D., 20____, before me, a Notary Public in and for said state, personally appeared _____, and _____, to me personally known, who being by me duly sworn did say that they are the Board President and the Board Secretary respectively, and were authorized to execute the foregoing instrument to which this acknowledgement is attached by vote of the Board of Education and acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of the Red Oak Community School District.

(SEAL)

Signature of Notary Public

CAPP Sub-Grant Agreement between
Planned Parenthood of the Heartland and
Y.E.S. MENTORING

In order to carry out its responsibilities as a grantee under a CAPP- Adams, Mills, Montgomery, Page, Taylor and Union Counties Prevention Program to Prevent Teen Pregnancy grant (CFDA# 93.558) received by Planned Parenthood of the Heartland ("PP Heartland"), PP Heartland hereby approves and enters into this sub-grant agreement with Y.E.S. MENTORING as under the following conditions.

1. Parties. PP Heartland is a charitable non-profit corporation as defined under section 501(c)(3) of the Internal Revenue Code. Y.E.S. MENTORING is not-for-profit organization in Red Oak, Iowa providing an opportunity to create a community to support the potential of children, youth, and families through educational success, healthy living, and community engagement. Each party is a citizen or resident of, or is otherwise licensed to do business in the State of Iowa and is subject to the jurisdiction of that state for the purposes of performance under this agreement.

2. Term. Services shall be provided by Y.E.S. MENTORING pursuant to this grant shall have commenced on July 1, 2015 and all service obligations of Y.E.S. MENTORING pursuant to this agreement shall end on June 30, 2016

3. Grant by PP Heartland. PP Heartland hereby approves a sub-grant to Y.E.S. MENTORING in the amount of \$3,405 , which Y.E.S. MENTORING will utilize to provide one (1) facilitator for the approved curriculum as outlined by the FY16 CAPP Grant Application, incorporated herein by reference, in Adams, Mills, Montgomery, Page, Taylor and Union Counties, Iowa. This amount includes pay and mileage reimbursement for the facilitators.

4. Representations of Y.E.S. MENTORING. In accepting this grant, Y.E.S. MENTORING represents that all work reimbursed under this agreement would be permissible under relevant statutory provisions and regulations if undertaken directly by an organization organized under 26 U.S.C. 501(c)(3). Y.E.S. MENTORING further represents that all work reimbursed under this agreement is done in accordance with the laws, standards and practices governing the CAPP Grant program in Iowa.

5. Program Facilitation. Y.E.S. MENTORING shall provide one (1) facilitator for the approved curriculum as outlined by the FY16 CAPP Grant Application.

A. Reporting Requirements. Y.E.S. MENTORING shall provide monthly GAX forms, explanation of expenses, and description of activities correlated with the grant requirements, including but not limited to the number of youth reached, on or before the 20th of each month. Y.E.S. MENTORING shall provide quarterly reports to designated PP Heartland staff on or before the following: October 10, 2015, January 10, 2016, April 10, 2016, and July 10, 2016. Failure to adhere to any of the reporting requirements may result in non-payment to Young Women's Resource Center.

B. Eyes Open Iowa. Y.E.S. MENTORING staff may be required to attend the mandatory Eyes Open Iowa CAPP grantee meeting in the Spring of 2016, if others in the coalition are unable to attend.

6. Equal Opportunity. Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this agreement. Neither party will discriminate against any group, corporation, association or

individual on the basis of race, creed, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin, income or political affiliation except where a characteristic is a bona fide occupational qualification.

7. Confidentiality The parties acknowledge that during the engagement the parties may gain access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the other party and/or used by the other party in connection with the operation of its business including, but not limited to, the other party's business and product processes, methods, client information, accounts and procedures. The parties agree not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as permitted in the course of performing under this Agreement or as required by law. Nothing in this paragraph shall be construed to prohibit either party or students in the Program from using any of the aforesaid information pursuant to the bona fide educational and professional purposes of the Program.

8. Choice of Law. The laws of the State of Iowa shall govern the validity of this sub-grant, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

9. Modification or Amendment. No amendment, change or modification of this Grant shall be valid unless in writing signed by both PP Heartland and Y.E.S. MENTORING

10. Entire Understanding. This document constitutes the entire understanding and agreement of the parties with respect to the transaction outlined herein.

IN WITNESS WHEREOF this Grant is hereby approved for the term first written above, under the conditions outlined herein.

Planned Parenthood of the Heartland

By: Stephanie Pearl, Chief Leadership, Education & HR Officer

Signature: _____

Date: 8/28/15

Y.E.S. MENTORING

By: _____ [Name/Title]

Signature: _____

Date: _____

Lease Agreement

Dark Fiber Leased Telecommunications Service
15-019 Merged Area 14 - Site 11 - ATM Ring 5

This Agreement for Dark Fiber Leased Telecommunications Service and between the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network (collectively "ICN"), G4S Secure Integration LLC and Red Oak Community School District. The parties agree as follows:

SECTION 1. TERM. This agreement is effective July 1, 2015, and will continue through June 30, 2021.

SECTION 2. DOCUMENTS INCORPORATED BY REFERENCE. Invitation To Bid 15-019 for Lease Telecommunications Service at Selected Locations Throughout the State of Iowa and the Vendor's Bid Proposal in response to the ITB, together with any clarifications, attachments, appendices, amendments or other writings of the ICN or the Vendor (collectively Bid Proposal) are incorporated into this Agreement by this reference as if fully set forth in this Agreement. However, Vendor objections in its Bid Proposal to ICN's model language shall not be considered as a part of the Agreement unless those objections are explicitly accepted in writing by ICN

2.1 Contractual Obligations of Vendor. The terms and conditions of the Bid Proposal and of the ITB are made contractual obligations of the Vendor.

2.2 Contents of Agreement. The parties acknowledge that this Agreement consists of this document as well as the ITB (except for Section 3.4.1.15) and the Bid Proposal and that the parties are obligated to perform as set forth in the ITB (except for Section 3.4.1.15) and the Bid Proposal to the same extent that they are obligated to perform the specific duties set forth in this document.

2.3 Order of Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the ITB or the Bid Proposal, any inconsistency or conflict shall be resolved as follows:

2.3.1 First by giving preference to the specific provisions of the Agreement.

2.3.2 Second, by giving preference to the specific provisions of the Bid Proposal.

2.4.3 Third, by giving preference to the specific provisions of the ITB except for Section 3.4.1.15, which shall not be applicable.

2.4 Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this document, are intended to change, supplement or clarify the obligations as stated in the ITB and the Bid Proposal. The failure of the parties to make reference to the terms of the ITB or Bid Proposal in this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the ITB and the Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the ITB, shall not be construed as creating an inconsistency or conflict with the ITB or this document. The contractual obligations of the ICN cannot be implied from the Bid Proposal.

SECTION 3. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa, and words of gender shall be held to include the other gender as the context requires. For the purposes of this Agreement, the following terms and all other terms defined in this Agreement shall have the meanings so defined unless the context clearly indicates otherwise.

3.1 "State" shall mean the State of Iowa and all of its departments, agencies, boards, and commissions including the ICN.

3.2 "ICN" shall mean the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network.

3.3 "Vendor" shall mean G4S Secure Integration LLC.

3.4 "Part III End Point" shall mean Red Oak High School.

3.5 "Site Administrator" shall mean Red Oak Community School District.

3.6 "Single Mode Dark Fiber Service" or "Dark Fiber Service" shall mean two (2) continuous single mode fiber strands from the Part III End Point location to the ICN CPOP location.

SECTION 4. SCOPE OF WORK.

4.1 Scope of Services.

4.1.1 The services to be performed pursuant to and as a result of this Agreement by the Vendor are described on Schedule A attached hereto and made a part hereof by this reference.

4.2 Amendments to Scope of Services and Specifications. The parties agree that Schedule A, Scope of Services, and the specifications, may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards upon the mutual written consent of the parties.

4.3 Industry Standards. Services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Agreement and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard. As long as the ICN notifies Vendor promptly of any services performed in violation of this standard, Vendor will re-perform the services, at no cost to ICN, such that the services are rendered in the above-specified manner.

4.4 Non-Exclusive Rights. This Agreement is not exclusive. The ICN reserves the right to select other Vendors to provide services similar or identical to the Scope of Services described in this Agreement during the term of this Agreement.

4.5 Additional Capacity. ICN reserves the right to add capacity, at its sole cost and expense including replacing of the Dark Fiber Service if necessary to achieve additional capacity, during the term of the Agreement. The additional capacity shall not extend the length of the term of the Lease Agreement.

4.6 Performance Standards. The parties agree to the performance standards and related payment, monitoring and review provisions as set forth in Section 5. Dark Fiber Service must operate in accordance with the terms of the Lease Agreement 100% of the time, 24 hours daily, seven days per week, except for scheduled downtime for system maintenance. Planned system maintenance is to be scheduled in accordance with ICN Control Standards.

SECTION 5. COMPENSATION.

5.1 Payment Terms. The Vendor shall submit an invoice on a monthly basis at a fixed rate of **\$ 63.45 per month**. All invoices submitted by Vendor shall contain appropriate documentation as

necessary to support the fees or charges included on the invoice and shall comply with all applicable rules concerning payment of such fees, charges or other claims and shall contain all information reasonably requested by ICN. ICN shall pay all approved invoices in arrears and in conformance with the Iowa Code. ICN may in less than 60 days as provided in the Iowa Code; however, an election to pay in less than sixty (60) days shall not act as an implied waiver of the Iowa Code. Any sums owed to ICN by the Vendor shall be itemized and deducted from the Vendor's invoice prior to submission. Notwithstanding anything herein to the contrary, ICN shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if ICN believes the invoice is inaccurate or incorrect in any way. Invoices shall be submitted to ICN Finance – Accounts Payable, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

5.2 Payment Tied to Performance. If service to the ICN and the Part III End Point is interrupted for any reason, including, but not limited to, equipment malfunction or failure, repairs or maintenance to the Dark Fiber Service or negligence of the Vendor, its subcontractors, agents or employees, for a period of time which exceeds 6 hours from the date and time of service interruption, ICN will deem Vendor to be out of compliance with the performance standards described in Section 5 and Schedule A; and the ICN shall withhold one thirtieth (1/30th) of the monthly lease amount. For each twenty-four hour period in which service is interrupted as stated above, the ICN will withhold an additional one thirtieth (1/30th) of the monthly lease amount. Additionally, if a service interruption(s) at a single location is deemed to be chronic, which is defined as more than 3 incidents of service interruption of any duration in a single twenty-four hour period, ICN will deem Vendor to be out of compliance with the performance standards described in Section 5 and Schedule A; and the ICN shall withhold one thirtieth (1/30th) of the monthly lease amount. For the purpose of this Section, "service interruption" shall not include a failure or malfunction of equipment at the ICN access point or the Part III End Point which was not installed or maintained by the Vendor or an affiliate, vandalism by third parties (except that severed cable shall be included in this Section for purpose of deducting monthly lease amounts as a service interruption), Scheduled routine and preventative maintenance which is performed in accordance with Section 5 and Schedule A shall not be included in calculating withholdings for service interruptions. The Vendor shall not be considered in default of any provision of this Agreement nor shall any liquidated damages be assessed if performance by Vendor is delayed or made impossible by the negligent or wrongful acts of: the ICN, any political subdivision of the State of Iowa, or the Part III End Point.

5.3 Monitoring and Review. The ICN will monitor the Vendor's compliance with the performance standards using methods of periodic inspection and keeping track of complaints received at the ICN's Network Operation Center. The ICN will review the Vendor's compliance with the performance standards at the end of each month and will subtract the appropriate amount from the Vendor's monthly fee in accordance with the disincentive schedule provided in Section 5 if the Vendor failed to meet any of the performance standards during the month.

5.4 Reimbursable Expenses. Except as provided herein, there shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of Vendor.

5.5 Set Off. In the event that the Vendor owes ICN or the State of Iowa any sum under the terms of this Agreement, any other agreement, pursuant to any judgment, or pursuant to any law; ICN may set off the sum owed to ICN or the State against any sum billed to ICN by the Vendor in ICN's sole discretion unless otherwise required by law. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

5.6 The Vendor shall audit the invoices presented to the ICN to ensure that they are proper, current and correct. The Vendor has 30 days from the date of invoice to present and resolve any

discrepancies with the ICN. The Vendor shall notify the ICN of any and all discrepancies that the audit(s) reveals.

5.7 Delay of Payment Due To Vendor's Failure. If the ICN in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Agreement, the Vendor shall not be entitled to any compensation under this Agreement until such service or product is completed or delivered. In the event of partial performance, the ICN may withhold that portion of the Vendor's compensation, which represents payment for the unsatisfactory services.

5.8 ICN shall not be liable for any cost related to locates of the Dark Fiber Service or any cost related to maintenance, repair or replacement of the Dark Fiber Service whatever the source except those caused by ICN, the Part III End Point, or agents of the ICN and Part III site. Vendor shall be solely liable for all costs related to locates of the Dark Fiber Service and all costs related to maintenance, repair, or replacement of the Dark Fiber Service whatever the source except those caused by ICN, the Part III End Point, or agents of the ICN or Part III site. For purposes of illustration, and not for purposes of limitation, under this Section 5.8 and the other terms of this Agreement, Vendor shall be solely liable for all costs related to (1) repairs, maintenance, or replacement to the Dark Fiber Service due to any part of the Dark Fiber Service becoming exposed from or protruding from the ground or surface; (2) repairs, maintenance or replacement to the Dark Fiber Service or any part of the Dark Fiber Service due to shifting or moving from its original location; and (3) repairs, maintenance, or replacement of the Dark Fiber Service due to flooding.

5.9. The ICN is a tax-exempt entity and it is anticipated that the services provided for under this agreement are tax exempt. The ICN and Vendor agree that the Vendor has provided a cost for these services based upon the tax-exempt status of the ICN. For purposes of this agreement only, the cost of the services provided shall be adjusted for any cost increase incurred as a result of a determination that the ICN's tax-exempt status does not apply and that such cost would have been included in the Vendor's original cost estimate if the Vendor would have been aware of that determination at the time of bidding on this contract. This paragraph shall only apply to any non-exempt state and/or local taxes assessed against the Dark Fiber Service, in whole or in part, incurred by Vendor in connection with carrying out its obligations under this Agreement and located within the End Point segment, and that have been finally determined by the Iowa Department of Revenue or other taxing authority to be non-tax-exempt.

SECTION 6. DUTIES OF PART III END POINT.

6.1 The Part III End Point shall provide the Vendor and the ICN with an adequate and reasonable amount of appropriately enclosed floor space which may be secured by lock and key in which to install and maintain its equipment for the Dark Fiber Service. Further, the Part III End Point shall, at its sole expense, provide the Vendor and the ICN with heating, air conditioning, commercial electric power and solid waste removal associated with the operation of the Dark Fiber Service. Heating and air conditioning as well as the minimum amount of floor space provided shall comply with rules adopted by the Iowa Telecommunications and Technology Commission.

6.1.1 Basic Services Requirement (Single Occupant)

6.1.1.1 Room dimension of 10' X 10' (acceptable deviation of 8' X 12').

6.1.1.2 Full 8' ceiling with no obstructions.

6.1.1.3 A/C wall mounted indoor unit with 12,500 BTU capacity (location to be determined by the ICN during construction).

- 6.1.1.4 100-amp electrical service panel (location to be determined by the ICN during construction).
- 6.1.1.5 Isolated ground to ICN provided 200 amp MGB, gauge of wire to be determined by local codes and distance from grounding rod and MGB.
- 6.1.1.6 4' X 8' wall mounted 3/4" plywood (location to be determined by the ICN during construction).
- 6.1.1.7 Two (2) 115 Vac outlets on each wall (total of eight per FOTS room).
- 6.1.1.8 Adequate florescent lighting for room size (location of fixtures to be determined by the ICN during construction).
- 6.1.1.9 Secure fire rated steel door with "Best" core locking mechanism, or equivalent (the door is to be installed so it will swing open to the outside of the FOTS room).
- 6.1.1.10 Only occupant of space, with sole ownership to be the ICN.
- 6.1.1.11 Site is to be environmentally sound and with no water problems from piping, condensation or seepage.
- 6.1.1.12 Only Vendor equipment should be in this room; Part III administrators should refrain from using the FOTS room as storage room and rooms should be safe from fire hazards.
- 6.1.1.13 Must assure there is a 3-foot access area completely around the rack for technician's access to maintain the equipment.

6.2 The Part III End Point shall provide the ICN and the Vendor with reasonable access to the Dark Fiber Service, and shall permit access to the Dark Fiber Service during all emergencies, during periods in which the Dark Fiber Service is in use, during periods in which the Dark Fiber Service is undergoing repair or maintenance and during all periods in which service is interrupted for any reason.

6.3 The Part III End Point shall permit the Vendor and the ICN access to property over which the Part III End Point exercises control or ownership for the purpose of installing the Dark Fiber Service to the Part III End Point, and shall further permit the Vendor and the ICN access to the property for the purpose of maintaining, repairing or replacing the Dark Fiber Service.

6.4 In consideration of the ICN incurring the costs of the Agreement with the Vendor to provide the Part III End Point with access to the ICN, the Part III End Point shall not have or maintain an independent or pendant cause of action, claim for relief or for damages against the Vendor or the ICN under this Agreement for breach of this Agreement except as otherwise provided herein, nor may the Part III End Point declare the Vendor or the ICN to be in breach of its obligations nor declare the Vendor or the ICN in default under this Agreement, nor may the Part III End Point impose liquidated damages upon the Vendor or the ICN, or terminate the Agreement with the Vendor.

6.5 FOTS/Fiber Relocation: In the event that the Part III End Point elects to close or cease to use the FOTS/fiber facility, or relocate the room containing the existing endpoint and desires to continue ICN service at a new facility/building location or room, the End Point User must provide the same facilities and services as were provided in the old location. The ICN will move and re-install the FOTS room equipment at actual cost to the End Point User. There will be fiber

installation costs assessed to the End Point User if the new location does not have fiber connected to the ICN fiber backbone. Any merger, consolidation, alteration, abandonment, relocation, or other change or move under Section 12.4 of this Agreement shall not be considered a relocation under this Section.

SECTION 7. CONFIDENTIAL INFORMATION.

7.1 During the course of this Agreement each party may disclose, to the other either directly or indirectly, certain data which is proprietary which shall be referred to as "Confidential Information" of the disclosing party and which must remain confidential. Confidential Information may include without limitation, among other things, such items as security information, user information, data, knowledge, trade secrets and other proprietary information, methodologies, developments, software, software documentation, inventions, processes, and other nonpublic information in oral, graphic, written, electronic or machine readable form.

7.2 The parties acknowledge that information and material in the hands of the ICN is generally public information unless it is specifically allowed by law to be maintained as Confidential Information.

7.3 The parties acknowledge that some information in the hands of the ICN is strictly confidential and is not subject to release as a matter of law. The Vendor shall abide by all such statutory provisions when handling sensitive ICN information identified as confidential.

7.4 All written or electronic Confidential Information shall be clearly marked as Confidential Information by the party providing the Confidential Information at the time of disclosure to the other party.

7.5 If the Confidential Information is disclosed orally, and reduced to writing, the receiving party must treat the information as Confidential Information.

7.6 The Vendor shall limit such identification to information it reasonably believes it is entitled to confidential treatment pursuant to Iowa Code Chapter 22 or other applicable law.

7.7 In the event a public records request is made to the ICN pursuant to Iowa Code Chapter 22, regarding the Confidential Information of the Vendor, the ICN shall immediately notify the Vendor of the request by telephone and fax. The ICN will respond to the request for information within 15 days thereafter with a release of the information unless the Vendor has obtained an injunction preventing release of the requested information.

7.8 The obligations of this Agreement do not apply to Confidential Information which:

7.8.1 Was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the Confidential Information to receiving party;

7.8.2 Was known to the receiving party prior to the disclosure of the Confidential Information from the disclosing party;

7.8.3 Was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the Confidential Information;

7.8.4 Becomes public knowledge, other than through an act or failure to act of the disclosing party;

7.8.5 Is publicly available or in the public domain when provided;

7.8.6 Is independently developed by the disclosing party; or

7.8.7 Is disclosed pursuant to law, subpoena or the order of a court or government authority.

7.9 The parties shall have the following duties relating to the Confidential Information:

7.9.1 The Vendor shall designate one individual who shall remain the responsible authority in charge of all data collected, used or disseminated by the Vendor in connection with the performance of the Agreement. The Vendor shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the terms of this Agreement. The private and confidential data shall remain the property of the ICN at all times.

7.9.2 The Confidential Information of either party shall be held in strict confidence by the receiving party and shall not be disclosed or used by the receiving party without the prior written consent of the disclosing party, except as provided in this Agreement or as may be required by law pursuant to available confidentiality restrictions.

7.9.3 The parties shall use their best efforts to protect the Confidential Information in its possession.

7.9.4 The parties shall restrict disclosure of the Confidential Information solely to those of its employees, agents, consultants and attorneys with a need to know in order to accomplish the purpose of this Agreement.

7.9.5 The parties shall protect the Confidential Information from disclosure to or access by unauthorized persons.

7.9.6 The parties shall use the Confidential Information solely for the purpose of this Agreement and for no other purpose.

7.9.7 The parties shall not duplicate the Confidential Information in any form, except as may be necessary to accomplish the purpose of this Agreement.

7.9.8 The parties shall advise each of its employees, agents, consultants and attorneys who receive the Confidential Information of the obligations of confidentiality and restrictions on the use set forth herein

7.9.9 The parties shall immediately return the Confidential Information and all copies thereof, to each other upon the earlier of the expiration of the need therefore in order to accomplish the purpose.

7.10 The provisions of this Agreement shall apply to all Confidential Information disclosed by the parties to each other over the course of this Agreement. The parties' obligations under this provision shall survive termination of this Agreement and shall be perpetual.

7.11 The Vendor shall indemnify the ICN for a violation of this Section. The Vendor shall notify the ICN prior to the destruction of these materials and shall provide the ICN with the opportunity for proper destruction of these materials.

7.12 No Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

SECTION 8. VENDOR WARRANTIES.

8.1 Construction of Warranties Expressed in this Agreement with Warranties Implied by Law. All warranties made by the Vendor in all provisions of this Agreement and the Bid Proposal by the Vendor, whether or not this Agreement specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the ICN, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.

8.2 The Vendor warrants that the all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Vendor or the ICN will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Vendor or others. Any intellectual property provided to the ICN pursuant to the terms of this Agreement, shall be wholly original with the Vendor or the Vendor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

8.3 The Vendor represents and warrants that the concepts, materials and the ICN's use of same and the exercise by the ICN of the rights granted by this Agreement shall not infringe upon any other work, other than material provided by the ICN to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

8.4 The Vendor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

8.5 The Vendor warrants that the deliverables under this Agreement will operate in conformance with the terms and conditions of this Agreement.

8.6 The Vendor warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity which might derogate, encumber, or interfere with the rights granted to the ICN.

8.7 The Vendor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Agreement are or will be fully satisfied by the Vendor so that the ICN will not have any obligations with respect thereto.

8.8 The Vendor warrants that it is the owner of or otherwise has the right to use and distribute the materials owned by the Vendor and any other materials, and methodologies used in connection with providing the services contemplated by this Agreement.

8.9 The Vendor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

8.10 The Vendor unconditionally warrants that the Dark Fiber Service supplied and installed for the purpose of fulfilling its obligations under the Lease Agreement is fit for the purpose intended, that it complies with industry standards and that it is compatible with the ICN's existing equipment.

8.11 The Vendor warrants that the Dark Fiber Service's capacity will be available to comply with the requirements of this Agreement, and further the Vendor warrants that during the term of the Lease Agreement and any extension thereof, that the capacity will not be diminished or impaired except as permitted for routine or preventive maintenance as outlined in Schedule A, Scope of Services.

8.12 The Vendor warrants that upon notification by the ICN or the Part III End Point, it will respond promptly to correct any failure of performance of the Dark Fiber Service as required in Schedule A, Scope of Services. In the event that the Vendor is unwilling or unable to correct the failure within the time allowed, the ICN may make or cause to have made any repair necessary for the continued operation of the Dark Fiber Service and shall charge the Vendor for such repair or replacement. The charges made to the Vendor by the ICN may be offset from lease payments due or to become due to the Vendor.

SECTION 9. INDEMNIFICATION BY VENDOR. The Vendor agrees to defend, indemnify and hold the ICN, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the ICN or the State of Iowa related to or arising from:

9.1 Any violation or breach of this Agreement including without limitation any of the Vendor's representations or warranties; or

9.2 Any acts or omissions, including without limitation, negligent acts or omissions or willful misconduct of Vendor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Vendor in the performance of this Agreement, or any other reason in connection with the goods and services provided under this Agreement; or

9.3 Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Agreement; or

9.4 The Vendor's performance or attempted performance of this Agreement; or

9.5 Any failure by the Vendor to comply with all local, State and Federal laws and regulations; or

9.6 Any failure by the Vendor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa.

9.7 The Vendor's duty to indemnify as set forth in this Section shall survive the expiration or termination of this Agreement and shall apply to all acts taken in the performance of this Agreement regardless of the date any potential claim is made or discovered by the ICN.

SECTION 10. INDEMNIFICATION BY ICN

10.1 The ICN shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Vendor from and against any and all costs, expenses, losses, claims, damages and liabilities arising directly out of negligence or wrongful acts or omissions of any employee of the ICN while acting within the scope of the employee's office of employment in connection with the performance of this Agreement.

10.2 At the option of the ICN, the Vendor shall be represented by the Attorney General of the State or special counsel retained by the ICN or the Attorney General of the State with respect to any litigation brought by or against the Authority or such persons with respect to any claims, damages, judgements, liabilities or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

10.3 Indemnification under this Section shall survive the termination of this Agreement and shall include reasonable fees and expenses of counsel and expenses of litigation. If the ICN shall have made any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter shall collect any of such amounts from others, such person shall promptly repay such amounts to the ICN, without interest.

10.4 The Vendor, ICN, and the Part III End Point shall not be liable to any other party to this Agreement for indirect, special, punitive, or consequential damages, including, but not limited to any claim(s) for loss of services, arising under this Agreement or from any breach of the provisions of this Agreement or arising out of any act or omission of any party to this contract, its employees, servants, or agents, or arising under theories of strict liability or tort. Notwithstanding anything in this Agreement to the contrary, the disclaimers, limitations, and exclusions of damages and liability specified in this Agreement shall not apply with respect to any losses, damages, expenses, costs, settlement amounts, judgments, suits, actions, claims, or any other liability arising out of or relating to: (i) the intentional or willful misconduct, unlawful acts, bad faith, or fraud of Vendor or any of its employees, officers, directors, or agents; (ii) death or personal injury (iii) or any breach by Vendor of the following sections of this Agreement: Sections 8.1-8.12 (warranty) or Sections 9.1-9.7 (indemnification);. Further, the disclaimers, limitations and exclusions of damages and liability specified in this Agreement shall not apply to limit in any way the ICN's rights to receive either liquidated damages or setoff under the provisions of this Agreement. In addition, the disclaimers, limitations and exclusions of damages and liability specified in this Agreement shall not apply to any losses, damages, expenses, costs, settlement amounts, judgments, suits, actions, claims, or any other liability or other amounts may be or are capable of being covered, in whole or in part, by insurance policies, bonds or other coverages held or maintained by Vendor or under which Vendor is insured, including any policies, bonds or other coverages held or maintained by any parent or affiliate of Vendor.

10.5 Notwithstanding anything to the contrary in this Agreement, the Part III End Point shall indemnify and hold harmless the ICN and the Vendor from and against any and all liability, losses, damages, claims, or causes of action and expenses, including reasonable attorney fees and expert witness fees connected therewith, asserted by third parties by reason of any outage or interruption in service, including failure to transmit signals accurately, or in electric power transmission, even if such outage, interruption or failure was occasioned in whole or in part by the acts or omissions of the ICN or the Vendor, their agents, employees, servants, representatives or subcontractors; provided, however, that such indemnity shall not extend to willful misconduct or gross negligence. The Part III End Point shall make a reasonable effort to include in any agreement with third parties relating to the use of the Dark Fiber Service a waiver by such third party of any claim for indirect, special, punitive, and consequential damages, including but not limited to any claim from a client, customer or authorized user for loss of services, arising out of or as a result of, any act or omission by any party to this Agreement, its employees, servants, agents, representatives, or subcontractors.

SECTION 11. The indemnification obligations in Sections 9 and 10 shall survive the termination of this Agreement, including any extensions thereto, with respect to any occurrences within the terms of the Agreement.

SECTION 12. TERMINATION.

12.1 Termination for Lack of Authority or Funding. Notwithstanding anything in this Agreement to the contrary and subject to the limitations, conditions, and procedures set forth below, the ICN

shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

12.1.1 If the ICN's, or any responsible State agency's or department's authorization to conduct its business is withdrawn or there is a material alteration in the programs or any other program the ICN administers; or

12.1.2 If the ICN's duties are substantially modified.

12.1.3 Written Notice of Cancellation. The ICN shall provide Vendor with written notice of cancellation pursuant to this Section.

12.2 Termination for Cause. The ICN may terminate this Agreement upon written notice for the substantial breach by Vendor of any material term if such breach is not cured by Vendor within thirty (30) days of Vendor's receipt of the notice of breach or any subsequent notice or correspondence delivered by the ICN to Vendor. If a cure is not feasible within such thirty (30) day period, Vendor will be granted a reasonable period of time to cure ("extended cure period"). Following expiration of the cure period or extended cure period, ICN may seek any legal or equitable remedy authorized by this Agreement or by law. Substantial breach events include but are not limited to the following:

12.2.1 Vendor fails to perform as required by this Agreement.

12.2.2 Vendor fails to make substantial and timely progress toward performance or fails to meet any of the material specifications and requirements stated in this Agreement, including without limitation the warranties provided in this Agreement.

12.2.3 Vendor fails to conform to the specifications as required by this Agreement.

12.2.4 Vendor fails to provide or install any of the equipment necessary for the operation of the Dark Fiber Service as required by this Agreement.

12.2.5 There are four (4) or more "significant interruptions" in service in any thirty (30) day period during the initial term of the Lease or any extension thereof.

12.2.6 There are two (2) or more service interruptions of twenty-four (24) or more consecutive hours in any thirty (30) day period during the initial term of this Lease or any extension thereof.

12.3 Termination for Convenience. Following 30 days written notice, the ICN may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the Vendor. Following 120 days written notice, Vendor may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation. Termination for Convenience can be for any reason or no reason at all if it is in the best interests of either Party.

12.4 Termination Caused by Calamity, Merger, Consolidation

12.4.1 The ICN declares and the Vendor acknowledges that Part III End Points may be merged, consolidated or the location of the site altered or permanently abandoned by the ICN. In the event that a Part III End Point merges with or is consolidated into another Part III End Point, or the location of the site is altered or permanently abandoned, the ICN may terminate the Lease Agreement with the Vendor without penalty upon thirty (30) days written notice to the Vendor. The ICN, in its sole discretion, may elect to negotiate with the Vendor for the provision of other facilities if the location of the Part III End Point is altered.

12.4.2 In the event that the Dark Fiber Service is destroyed by fire or other calamity or rendered unavailable for uninterrupted use for any reason, for a period of thirty (30) consecutive days or more, the ICN, in its sole discretion, may terminate the Lease Agreement without penalty upon thirty (30) days written notice to the Vendor. If the ICN does not elect to terminate the Lease Agreement pursuant to this Section, the ICN shall not be responsible for lease payments to the Vendor during a period of repair or replacement. Service interruption occasioned by the provisions of this section shall not extend the initial term of the Lease Agreement or any extension thereof unless the ICN, the Part III End Point and the Vendor agree in writing to such an extension.

12.5 Immediate Termination. The ICN may terminate this Agreement effective immediately without advance notice and without penalty for any of the following reasons:

12.5.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect or incomplete.

12.5.2 Vendor fails to perform, to the ICN's satisfaction, any material requirement of this Agreement or is in violation of any material provision of this Agreement, including, without limitation, the express warranties made by the Vendor.

12.5.3 The ICN determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur.

12.5.4 Vendor becomes subject to any bankruptcy or insolvency proceeding under Federal or State law to the extent allowed by applicable Federal or State law including bankruptcy laws.

12.5.5 Vendor terminates or suspends its business.

12.5.6 The ICN reasonably believes that Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable Federal or State law.

12.5.7 It is alleged that Vendor's processes or materials violate any valid patent, trademark, copyright, other intellectual property right or contract, and the ICN reasonably believes that the allegation may impair Vendor's performance of this Agreement.

12.5.8 Vendor has failed to comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement.

12.5.9 Vendor has engaged in conduct that has or may expose the ICN to liability, as determined in the ICN's sole discretion.

12.5.10 Vendor has a conflict of interest that interferes with fair competition or conflicts with an interest of the ICN as determined in the ICN's sole discretion.

12.6 In the event of termination of this Agreement for any reason by the ICN, the ICN shall pay only the amounts, if any, due and owing to Vendor for services actually rendered up to and including the date of termination of the Agreement and for which the ICN is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. This provision in no way limits the remedies available to the ICN in the event of a termination under this provision. However, the ICN shall not be liable for any of the following costs:

12.6.1 The payment of Unemployment Compensation to Vendor's employees.

12.6.2 The payment of Workers' Compensation claims which occur during the Agreement or extend beyond the date on which the Agreement terminates.

12.6.3 Any costs incurred by Vendor in its performance of the Agreement including but not limited to startup costs, overhead or other costs associated with the performance of the Agreement.

12.6.4 Any taxes that may be owed by Vendor for the performance of this Agreement including but not limited to sales taxes, excise taxes, use taxes, income taxes or property.

12.7 Vendor Obligations upon Termination. Upon expiration or termination of this Agreement, or upon request of the ICN, the Vendor shall:

12.7.1 Immediately cease using and return to the ICN any personal property or material, whether tangible or intangible, provided by the ICN to the Vendor and in its, or any subcontractor's, control or possession.

12.7.2 Upon request from the ICN, destroy any personal property or material, whether tangible or intangible at no additional cost to the ICN, and verify in writing that the designated property or material has been destroyed.

12.7.3 Comply with the ICN's instructions for the timely transfer of active files and work being performed by Vendor under this Agreement to the ICN or the ICN's designee.

12.7.4 Protect and preserve property in the possession of the Vendor in which the ICN has an interest.

12.7.5 Stop work under this Agreement on the date specified in any notice of termination provided by the ICN.

12.7.6 Cooperate in good faith with the ICN, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Vendor.

12.7.7 At the conclusion of the Lease Agreement or any extension thereof, or upon termination of the Lease Agreement, the Vendor may, but is not obligated to, remove its equipment used to provide service to the ICN. If the Vendor elects to remove its equipment from the Part III End Point or the ICN access point, the Vendor shall restore the property to its condition on the date on which the Vendor began installation of its equipment to provide service to the ICN, normal wear and tear excepted.

12.8 Care of Property. The Vendor shall be responsible for the proper custody and care of any the ICN owned tangible personal property furnished for the Vendor's use in connection with the performance of the Agreement, and the Vendor will reimburse the ICN for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

12.9 Reduction of Resources. If, during the Term, the ICN experiences a change in the scope, nature or volume of its business, or if the ICN elects to change the manner or method by which it does (including, but not limited to, an election by Iowa Legislature to effect a sale or other disposition of material assets), which have or may have the effect of causing a decrease in the quantity or quality of the Services that will be needed by ICN, then ICN may request Vendor to reduce the level of Services and the annual Service charges to ICN under this Agreement. However any such reduction must not adversely impact upon Vendor's ability to reasonably perform its obligations under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 Independent Contractor. The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the State. Neither the Vendor nor its employees shall be considered employees of the ICN of Iowa for Federal or State tax purposes. The ICN will not withhold taxes on behalf of the Vendor (unless required by law).

13.2 Compliance with the Law and Regulations.

13.2.1 Compliance with the Law and Regulations. Vendor shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws and laws relating the use of targeted small businesses as subcontractors or suppliers.

13.2.2 The Vendor declares that it has complied with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement, including without limitation, laws governing State of Iowa procurement and contracting.

13.2.3 The Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. The Vendor shall make the provisions of this Section a part of its contracts with any subcontractors providing goods or services related to the fulfillment of this Agreement.

13.2.4 The Vendor shall comply with all of the reporting and compliance standards of the Department of Management regarding equal employment.

13.2.5 The Vendor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC Chapter 4.

13.2.6 The ICN may consider the failure of the Vendor to comply with any law or regulation as a material breach of this Agreement. In addition, the Vendor may be declared ineligible for future State contracts or be subjected to other sanctions for failure to comply with this Section.

13.3 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

13.4 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the ICN, the Site Administrator, and the Vendor.

13.5 Choice of Law and Forum.

13.5.1 The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

13.5.2 In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the ICN of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

13.5.3 This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the ICN or the State of Iowa.

13.6 Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

13.7 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

13.8 Consent to Service. The Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent. The Vendor appoints General Counsel and President at 1200 Landmark Center, Suite 1300, Omaha, NE 68102 as its agent to receive service of process. If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint a new agent and provide the ICN with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the ICN. Nothing in this provision will alter the right of the ICN to serve process in another manner permitted by law.

13.9 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the ICN and the Vendor for the services provided in connection with this Agreement.

13.10 Waiver. Any breach or default by either party shall not be waived or released other than by writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

13.11 Notices.

13.11.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the ICN: Contracting Officer
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319

If to the Vendor: General Counsel and President
G4S Secure Integration LLC

1200 Landmark Center
Suite 1300
Omaha, NE 68102

13.11.2 Each such notice shall be deemed to have been provided:

13.11.2.1 At the time it is actually received; or,

13.11.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day of delivery; or,

13.11.2.3 Within five days after deposited the U.S. Mail in the case of registered U.S. Mail.

13.11.3 Copies of such notice to each party shall be provided separately.

13.11.4 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

13.12 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

13.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

13.14 Express Warranties. The Vendor expressly warrants all aspects of the items and services provided by it or used by the Vendor and the ICN in performance of this Agreement. Except as provided herein and subject to the liquidated damage provisions in this Agreement, the warranties and remedies stated herein shall be the sole and exclusive remedies and warranties of the ICN and the Part III Endpoint. The Vendor makes no other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

13.15 Warranty Regarding Solicitation. The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency except bona fide employees or selling agents maintained for the purpose of securing business.

13.16 Obligations of Joint Entities. If the Vendor is a joint entity consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the Agreement activities.

13.17 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the Parties pursuant to Sections 7, 8, 9, 10, and 11 incurred or existing under this Agreement as of the date of expiration, termination or cancellation shall survive the expiration, termination or cancellation of this Agreement.

13.18 Time is of the Essence. Time is of the essence with respect to the successful performance of the terms of this Agreement. The Vendor shall ensure that all personnel providing services to the ICN are responsive to the ICN's requirements in all respects.

13.19 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

13.20 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

13.21 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

13.22 Additional Provisions. The parties agree that if a Schedule, Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

13.23 Use of Third Parties/Prime Vendor Responsibilities. The ICN acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Agreement. All subcontracts shall be subject to advance written approval by the ICN, which approval shall not be unreasonably withheld. The Vendor may enter into these contracts provided that the Vendor remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the Vendor under this Agreement shall also apply to subcontractors. The ICN shall consider the Vendor to be the sole point of contact with regard to all matters related to this Agreement and is not required to initiate or maintain contact with any subcontractor.

13.24 RESERVED

13.25 Force Majeure. Neither Vendor nor the ICN shall be liable to the other for any delay or failure of performance of this Agreement; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

13.25.1 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance, terrorism and any other similar causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force majeure" does not include: financial difficulties of the Vendor or any parent, subsidiary, affiliated or associated company of Vendor; claims or court orders which restrict Vendor's ability to deliver the goods or services contemplated by this Agreement.

13.25.2 If a "force majeure" delays or prevents Vendor's performance, the Vendor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance.

13.25.3 During any such period, the Vendor shall continue to be responsible for all costs and expenses related to alternative performance.

13.25.4 This Section shall not be construed as relieving the Vendor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here.

13.26 Records Retention and Access. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State or any authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent validation records, financial records, accounting records, books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to or created as a result of the performance of this Agreement. These records shall be made available to the State, its designees, the Auditor, or an authorized representative of the United States government at reasonable times and at no cost to the State during the term of this Agreement and for a period of at least (5) years following the termination, cancellation or expiration of this Agreement.

13.27 RESERVED.

13.28 Further Assurances and Corrective Instruments. The Vendor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

13.29 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in Vendor shall be considered an assignment. If the ICN, in its sole discretion, determines that the Vendor's assignment of the Lease to another person or entity is not in the ICN's best interests, the ICN may elect to terminate the Lease Agreement with the Vendor without penalty upon thirty (30) days written notice to the Vendor.

13.30 Collocation. To the extent that it becomes necessary for the ICN to collocate at the Vendor's Service, the Parties shall enter into a separate collocation agreement for each site requiring collocation.

13.31 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

SECTION 14. UNIVERSAL SERVICE FUND CHARGES.

14.1 The parties agree that the ICN has been recognized by the FCC as a telecommunications carrier and a re-seller of the Services to be provided by Vendor under this Agreement. The ICN incorporates the Services into services offered to its own customers. The ICN contributes directly to the federal Universal Service Fund, as required, based upon revenue from its end-user customers.

14.2 Based on the foregoing representations, the ICN will not be required to pay the Federal Universal Service Fee ("FUSF") of the Vendor or its successor(s).

SECTION 15. BUSINESS DOWNTURN.

15.1 In the event of a business downturn or budget difficulties beyond the control of the ICN, including budget difficulties of other authorized users of the ICN or significant restructuring or reorganization, any of which significantly reduces the volume of Services required by the ICN, with the result that ICN will be unable to meet its revenue or volume commitments under this Agreement, Vendor and the ICN will cooperate in efforts to develop a mutually agreeable alternative.

SECTION 16. REDUCTION OF RESOURCES.

16.1 If, during the Term, the ICN experiences a change in the scope, nature or volume of its business, or if the ICN elects to change the manner or method by which it does (including, but not limited to, an election by Iowa Legislature to effect a sale or other disposition of material assets), which have or may have the effect of causing a decrease in the quantity or quality of the Services that will be needed by ICN, then ICN may request Vendor to reduce the level of Services and the annual Service charges to ICN under this Agreement. However any such reduction must not adversely impact upon Vendor's ability to reasonably perform its obligations under the Agreement.

16.2 In such event, Vendor shall estimate, in writing and in good faith, the aggregate decreased charges to Vendor from ICN's ceasing to perform such Services and shall provide such written estimate to ICN, no later than 30 days from Vendor's receipt of ICN's notice. ICN, upon receipt of such estimate, may then elect by written notice given to Vendor within 15 days following receipt of Vendor's written estimate to:

16.2.1 Withdraw its request for a cessation of part of the Services;

16.2.2 Implement such partial cessation of Services based upon the estimate of Vendor;
or

16.2.3 Request that Vendor negotiate with ICN regarding the aggregate reduction in the Annual Service Charges due to Vendor from ICN hereunder as a result of the partial cessation of Services. If ICN shall elect to request Vendor to negotiate, the parties shall promptly negotiate in good faith regarding the amount

SECTION 17. 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: 

Date: 7-15-15

Name: Mark Johnson

Title: Chief Operating Officer

RED OAK COMMUNITY SCHOOL DISTRICT

By:

Date: _____

Name:

Title:

G4S SECURE INTEGRATION LLC

By: 

Date: 8/19/15

Name: Daniel L. Grafton

Title: Vice President of Operations

Schedule A Scope of Services

Scope

Vendor will provide leased Single Mode Dark Fiber Telecommunications Service from the Part III End Point Fiber Optic Termination System (FOTS) room located in Red Oak High School, 2011 North 8th Street, Red Oak, IA 51566, to the ICN Connection Point of Presence (CPOP) FOTS room located in Southwestern Community College – Red Oak Campus, 2300 4th Street, Red Oak, IA 51566.

Vendor must be capable of providing service beginning July 1, 2015.

Single Mode Dark Fiber Service Maintenance Requirements

It is the responsibility of the Vendor to perform and pay all cost associated with the installation of the service, all future locates of fiber facilities if applicable, any relocations of the fiber Service if applicable any maintenance and repairs, including lightning damage, of the Single Mode Dark Fiber Telecommunication Service (fiber, antennas, towers and any associated equipment providing the service).

Vendor shall at all times, maintain all parts of the Single Mode Dark Fiber Telecommunication Service in good condition and repair throughout the term of the Lease Agreement and any extension thereof so as to provide service to the ICN and the Part III End Point on an uninterrupted basis. During the term of the Lease Agreement and any extension thereof, the Vendor, at its sole expense, shall maintain, repair or replace the fiber cable necessary to provide service to the ICN.

Vendor is required to follow ICN Change Control Standards prior to performing maintenance of Vendor's Telecommunication Service equipment or cable that is providing the service to the ICN. ICN Change Control Standards will be provided to the Vendor upon contract execution.

Vendor shall limit any interruption of service for the purpose of preventive maintenance, repairs or upgrading the Service to periods of minimum use by the ICN and the Part III End Point. Vendor shall develop and adopt a preventive and routine maintenance schedule for the Telecommunication Service, which is subject to approval by the ICN. Any preventive or routine maintenance shall be performed by Vendor in accordance with the schedule adopted unless Vendor obtains the ICN's prior approval to deviate from the adopted schedule.

Vendor will promptly notify the ICN Service Desk and the Part III End Point of any significant interruption in the operation of the Dark Fiber Service. When the ICN or the Part III End Point notifies the Vendor of an interruption in service, the Vendor will commence repair to the Dark Fiber Service to correct the interruption in service immediately and shall complete repairs necessary to restore the service to operation within six (6) hours from the time of notification by the ICN or the Part III End Point. In the event that the Vendor is unable to restore the service within two (2) hours of notification, it will escalate its internal procedures for restoring the Dark Fiber Service. Vendor at all times will keep and maintain a service interruption log, which will be available for inspection by the ICN.

Except for equipment malfunction or failure, in the event that service to the ICN and the Part III End Point is interrupted for reasons including but not limited to, , repairs or maintenance to the service, or negligence of the Telecommunication Service Vendor, its subcontractors, agents or employees, for a period of time which exceeds six (6) hours from the date and time of service interruption, the ICN shall impose disincentives as described in Section 5 of this Agreement. For

service interruptions due to severed or damaged fiber optic cable, a maximum period of six (6) hours from the time of service interruption to restoration is acceptable prior to imposing the disincentives described in Section 5. In all cases, once the service interruption is resolved, the vendor shall inform the ICN Service Desk that the issue has been resolved and give the solution for resolving the incident.

During the term of the Lease Agreement and any extension thereof, the Telecommunication Service Vendor agrees that it shall not take any action, which would or does impair the operation of the service leased by the ICN. The Vendor further agrees that, during the term of the Lease or any extension thereof, it will not take any action, which would or does impair the capacity or bandwidth of the service leased by the ICN, except for routine and preventive maintenance of the service as described above.

The Single Mode Dark Fiber Service shall be One (1) Pair (2 fibers) of Single Mode Fiber that complies with ITU-T G652 specifications from the Part III end-point to the ICN CPOP.

The End-to-End distance of the fiber, from the Part III End Point location to the ICN CPOP location, must be less than 23.2 miles (37.1 km).

The End-to-End span loss of the fiber, from the Part III End Point Location to the ICN CPOP location, must be less than/equal to .35dbm/km at the 1310nm wavelength and less than/equal to .25dbm/km at the 1550nm wavelength.

Vendor outside plant fiber cable must be terminated in a Telecom Standard Fiber Termination Panel (FTP), Wall Mount Type with FC/PC or SC termination connectors (location of the wall mount FTP in FOTS room to be assigned by ICN). The FC bulkhead connector in the Vendor wall mount FTP will be considered the Demarcation Point of the Single Mode Dark Fiber Service.

Vendor outside plant cable field splices shall be of fusion type, with less than .10db of loss per field splice. No mechanical type field splices are allowed.

Vendor shall provide to the ICN the as-built documentation of the fiber path route and distance (in feet and kilometer), the field splice point locations and the Optical Time Domain Reflectometer (OTDR) fiber traces showing the bi-directional end-to-end span loss for both 1310 and 1550nm wavelengths of the fiber.

Vendor shall be responsible for obtaining all applicable permits and right of way access for any new fiber construction.
Service Vendor shall be responsible for all of the maintenance aspects of the fiber cable including locating the facility.

The Vendor shall exercise its best efforts to prevent damage to property of the ICN, the Part III End Point and others in the course of performing its obligations under this Agreement. The Vendor shall replace or pay actual costs of any property damage by its operations, by Vendor, its officers, employees, agents, contractors, or subcontractors if ICN uses preapproved vendors for repairs necessitated by the damage. The Vendor shall restore damaged property to its condition prior to the damage at the sole expense of the Vendor. Such restoration shall be completed when judged satisfactory to the ICN, in its commercially reasonable opinion.

The Vendor shall take all precautions for the safety of, and shall provide all protection to prevent damage, injury or loss to:

- o All employees on the job site and all other persons who may be affected thereby;
- o The public, including the ICN's staff and employees and the staff, employees, students or others at the site of the Part III End Point;

- o All the work and all materials and equipment to be incorporated herein, whether in storage or on or off the site, under the care, custody or control of the Vendor or any of its subcontractors;
- o Materials, equipment, supplies or construction of other contractors; and
- o Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other improvements and utilities not designated for removal, relocation or replacement in the course of construction.

All materials, equipment and supplies provided to the ICN must comply fully with all safety requirements as set forth by the Iowa Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. When furnishing toxic or hazardous materials as defined in Subpart "Z" of U.S. Occupational Safety and Health Standards, the Vendor shall furnish the appropriate OSHA Form 20, "Materials Safety and Data Sheet," for each such item furnished.

During the course of performing the obligations imposed on the Vendor under this Agreement, the Vendor shall be responsible for public and private protection while work is in process. Warning devices and/or signs shall be predominantly installed and displayed and shall comply with the aforesaid safety regulations.

In the event that the Vendor encounters toxic or hazardous materials in the performance of its obligations under this Agreement which are not caused by the Vendor's fault or through its negligence, any resulting delays shall be considered to be beyond the reasonable control of the Vendor; and, if the toxic or hazardous materials are located on premises controlled by the ICN or the Part III End Point, the toxic or hazardous materials shall be removed or otherwise corrected by the ICN or the Part III End Point, and the Vendor shall have no obligation, responsibility or liability with respect to such materials.

ICN Provided Items at the Part III End Point Location

The ICN will provide a Telecommunications Equipment room with a Master Ground Bar (MGB), for grounding of the cable, and wall space for the mounting of the Vendor provided Fiber Termination Panel (FTP). The Vendor will be provided the site layout and floor plan drawings with logistic assignments for fiber installation purposes.

The ICN will provide the overhead cable ladder and the relay rack for ICN telecommunications equipment. The ICN will assign the floor space for the installation of the Vendor equipment racks.

ICN Provided Items at the CPOP Location

The ICN will provide a Telecommunications Equipment room with a Master Ground Bar (MGB), for grounding of the cable, and wall space for the mounting of the Vendor provided Fiber Termination Panel (FTP). The Vendor will be provided the site layout and floor plan drawings and logistic assignments for the Fiber Based Synchronous/Asynchronous Dark Fiber Service installation.

The ICN will provide the Vendor with access to the ICN Multi-cell duct connecting the Telecommunications Equipment room building to the public right-of-way. The Vendor will be provided the Multi-cell duct as-built drawings and duct assignment for fiber installation purposes if applicable.

The Vendor shall make no substitutions of materials or services specified without the prior written consent of the ICN.

The Vendor shall be responsible for the performance of any subcontractors who are retained by the Vendor in the performance of this Agreement.

Service Credits

- (a) Service Interruptions, repairs or maintenance to the Dark Fiber Service or negligence of the Vendor, its subcontractors, agents or employees, for a period of time which exceeds six (6) hours from the date and time of service interruption, shall result in a Service Credit equal to one (1) day of Dark Fiber Service computed as 1/30 of the Monthly Charge;
- (b) For each twenty-four hour period in which service is interrupted as stated above, the ICN will withhold one thirtieth (1/30th) of the monthly lease amount. However, regardless of whether multiple service interruptions occur during the same twenty-four hour period as measured from the beginning time of the first outage, under no circumstance shall the ICN withhold more than one thirtieth (1/30th) of the monthly lease pursuant to this provision for any one twenty-four hour period.
- (c) Service Credits due to ICN will be applied to the next scheduled monthly invoice issued by Vendor and ICN; however, if the Service Credit is applied to the last month of Dark Fiber Service under this Agreement, Vendor will pay the amount of the Service Credit to ICN within 30 days of the termination of this Agreement.