Josephine Community Library District

Board of Directors Regular Meeting
Thursday, March 6, 2019 at 5:15 pm, Grants Pass Branch Library

Agenda

Board members:
Position 1  Beecher Ellison
Position 2  Laurel Samson, President
Position 3  Jennifer Roberts, Vice President
Position 4  Judy Williams
Position 5  John Harelson

<table>
<thead>
<tr>
<th>Agenda Items</th>
<th>Action</th>
<th>Responsible</th>
<th>Time</th>
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<tbody>
<tr>
<td>Call to Order</td>
<td></td>
<td>J. Roberts</td>
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<td>Review of Contracts</td>
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<tr>
<td>1. Executive summary</td>
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<td>Stover/Lasky</td>
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<td>2. Review of Hunter</td>
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<td>Hornecker &amp; Cowling LLP</td>
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<td>3. Review of TIG</td>
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<td>1. Approval of agenda</td>
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<td>J. Roberts</td>
<td>5 min</td>
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<td>2. Public comment</td>
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<td>K. Lasky</td>
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<td>1. Resolution to</td>
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<td>approve Hunter</td>
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<td>Communications</td>
<td>Discussion</td>
<td>J. Roberts</td>
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<td>contract</td>
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<td>K. Lasky</td>
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<td>approve TIG contract</td>
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<td>3. Board recruitment</td>
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<td>J. Roberts</td>
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<td>Announcements</td>
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<td>All</td>
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<td>1. Comments from</td>
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<td>J. Roberts</td>
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<td>board members</td>
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<td>2. Date and agenda</td>
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<td>J. Roberts</td>
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<td>meeting</td>
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<td>J. Roberts</td>
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Upcoming Meetings and Events

<table>
<thead>
<tr>
<th>Date and Time</th>
<th>Upcoming Meetings and Events</th>
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<tbody>
<tr>
<td>March 14, 5:30–6pm</td>
<td>Conversation Project: Sharing our lives with animals, Grants Pass branch</td>
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<tr>
<td>March 21, 5:15–7pm</td>
<td>JCLD regular board meeting, Grants Pass branch</td>
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<tr>
<td>March 23, 2:30–4pm</td>
<td>Cooking with Dee, Grants Pass branch</td>
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<td>Week of April 1</td>
<td>JCLD budget committee meeting in GP</td>
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<td>April 7, 12–3pm</td>
<td>The Great Book Grab, Grants Pass branch, weather permitting</td>
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<tr>
<td>April 10, 7:45–9am</td>
<td>Hosting Chamber of Commerce Greeters, Grants Pass branch</td>
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TO: Josephine Community Library District Board of Directors
FROM: Teresa Stover, Communications Specialist
DATE: March 6, 2019
SUBJECT: Internet Infrastructure Project (E-rate) Contracts Summary

Introduction
The Internet Infrastructure Project seeks to install high-speed Internet at the Illinois Valley and Wolf Creek branches and configure a wide area network across all four branches. This project would be funded 80-90 percent by the FCC “E-rate” program.

JCLD submitted its FCC E-rate application and distributed the requests for proposals (RFPs) in November. In January, three proposals were received for the E-rate Category 1 (high-speed Internet access) and four proposals were received for the E-rate Category 2 (internal network components and connections) aspects of the project.

After a thorough evaluation process, the project team selected Hunter Communications to submit a contract for installing high-speed Internet access, and Technology Integration Group (TIG) to submit a contract for procuring and configuring network components and connections. The team has reviewed the contract documents, and Hornecker Cowling attorney Mark Bartholomew completed his legal review. The team sent the requested changes to the vendors, and the revised contract documents are now ready for board review.

Hunter Communications contract
The Hunter Communications contract documents consist of the Service Order, Master Services Agreement for Data Services, and the Acceptable Use Policy.

In these, Hunter Communications is contracting to install a fiber-optic line to the Wolf Creek and Illinois Valley library branches. After the fiber-optic line is installed, Hunter will configure a wide-area network (WAN), with the hub at the Grants Pass Branch Library with an Internet speed of 500 megabits per second (mbps). The three rural branches will be spokes on this network and realize speeds of 100 mbps. The installation of fiber-optic lines and WAN equipment would start no earlier than July 1, 2019 and finish no later than June 30, 2020.

The one-time cost to JCLD for this part of the project is $160,167.14. Sunny Wolf Charter School (SWCS), next door to the Wolf Creek Branch Library, is a partner in this project, and as such is also paying $160,167.14 toward this installation. These costs are discounted from Hunter’s total construction cost of $600,525.00.

With the fiber-optic line installed and WAN equipment installed and configured, JCLD will pay a monthly recurring cost for Internet service to each branch. The monthly costs are:
• $895/month for the Grants Pass branch, at 500 mbps
• $450/month for the Illinois Valley branch, at 100 mbps
• $450/month for the Williams branch, at 100 mbps
• $450/month for the Wolf Creek, at 100 mbps

Therefore the monthly recurring cost for Internet service to all branches is $2,245/month or $26,940 per year. Per the contract terms, this rate is in effect for three years and is renewable in one-year increments for five years after that.

The E-rate program pays 90 percent of the costs for this part of the project. For the one-time cost of $160,167, JCLD will be responsible for 10 percent, or $16,017. For the recurring costs of $2,245/month or $26,940/year, JCLD will also be responsible for 10 percent, or $223/month or $2,694/year.

Hunter agrees to invoice E-rate for the 90 percent directly and to invoice JCLD for the 10 percent.

**TIG contract**

The TIG contract consists of the Professional Services Agreement and Exhibits. In these, TIG is contracting to procure and configure network components (hardware, software, and licenses) for the internal JCLD network.

TIG’s cost for the network components is $14,706. TIG’s cost for configuring the network is $23,600. The total TIG cost for this project is $38,306.

Of this total project cost, $9,564 is eligible for the 85 percent E-rate discount. JCLD will be responsible for the other 15 percent ($1,435). Furthermore, $5,142 is not eligible for the E-rate discount, so JCLD will be responsible for this full amount.

TIG agrees to invoice E-rate for the 85 percent of eligible costs directly and to invoice JCLD for the 15 percent of eligible costs and 100 percent of ineligible costs.

**Recommendation**

It’s recommended that the board approve both contracts and authorize Library Director Kate Lasky to execute the contracts.
# Service Order (SO)

## Order Details

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>JOS021219D - V.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Manager</td>
<td>Keith Grunberg 971-337-1111 <a href="mailto:kgrunberg@hunterfiber.com">kgrunberg@hunterfiber.com</a></td>
</tr>
<tr>
<td>Field Engineer</td>
<td>Micah Sinclair 541-414-1423 <a href="mailto:msinclair@hunterfiber.com">msinclair@hunterfiber.com</a></td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>Holly Horton 541-414-1449 <a href="mailto:hhorton@hunterfiber.com">hhorton@hunterfiber.com</a></td>
</tr>
</tbody>
</table>

## Customer Billing Information

<table>
<thead>
<tr>
<th>Billing Account # (BAN)</th>
<th>TBD</th>
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</thead>
<tbody>
<tr>
<td>Billing Address</td>
<td>200 NW C St.</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Grants Pass, OR 97526-2038</td>
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<thead>
<tr>
<th>Account Name</th>
<th>Josephine Community Library District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact</td>
<td>Kate Lasky 541-476-0571 <a href="mailto:klasky@joesphinelibrary.org">klasky@joesphinelibrary.org</a></td>
</tr>
<tr>
<td>Technical Contact</td>
<td>Kedron Hay 541-476-0571 <a href="mailto:khay@joesphinelibrary.org">khay@joesphinelibrary.org</a></td>
</tr>
<tr>
<td>Billing Contact</td>
<td>Kedron Hay 541-476-0571 <a href="mailto:khay@joesphinelibrary.org">khay@joesphinelibrary.org</a></td>
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<thead>
<tr>
<th>NRC*</th>
<th>MRC</th>
<th>Term</th>
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<tbody>
<tr>
<td>$160,167.14</td>
<td>$2,245.00</td>
<td>36 Months</td>
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All Circuits quoted subject to available qualified facilities.

MRC: Monthly Recurring Cost; NRC: Non-Recurring Cost

Term shall commence with the installation/activation of all voice and data service(s) provided under this SO. Customer shall be provided, as applicable, a Service Order Completion (SOC) document when data services are active.

*Pending final engineering; any changes will be set forth in a mutually agreed upon change order. Discounted from actual cost of $600,525.00.

**Changes to data service features (i.e. QinQ, static IP's, etc.) may be done via a Change Order form; changes to data service require a new mutually agreed upon SO or change order addendum. Additional required Terms and Conditions originally included in the associated JCLD RFP and agreed to by Hunter by response that are not explicitly noted in the SO, MSA or AUP are hereby incorporated into this SO. “A full list of all such equipment shall be documented in the form of Exhibits to this Agreement, to be finalized within 30 days of service activation to each applicable location.”

## Service Information

<table>
<thead>
<tr>
<th>Product</th>
<th>Bandwidth</th>
<th>DHCP/Static IP</th>
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<tbody>
<tr>
<td>Ethernet Transport Service (x4)</td>
<td>See page 2 for details</td>
<td>See page 2 for details</td>
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<th>ALOC</th>
<th>ZLOC</th>
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<tr>
<td>Site/Branch Name</td>
<td>Site/Branch Name</td>
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<tr>
<td>Service Address</td>
<td>Service Address</td>
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<tr>
<td>City, State, Zip</td>
<td>City, State, Zip</td>
</tr>
<tr>
<td>Residence</td>
<td>Residence</td>
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Customer Initials: Date | Hunter Initials: Date
Description

Customer to receive:

<table>
<thead>
<tr>
<th>Site</th>
<th>Service Details</th>
<th>Billed Entity Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site 1 - Grants Pass Library - 200 NW C St. Grants Pass</td>
<td>Ethernet Transport Service &amp; Direct Internet Access 500Mbps (includes up to 5 static IP's at customer's request)</td>
<td>17015982</td>
</tr>
<tr>
<td>Site 2 - Illinois Valley Library 209 W Palmer St. Cave Junction</td>
<td>Ethernet Transport Service 100Mbps to Grants Pass Library</td>
<td>17015983</td>
</tr>
<tr>
<td>Site 3 - Williams Libary 20695 Williams Hwy Williams</td>
<td>Ethernet Transport Service 100Mbps to Grants Pass Library</td>
<td>17015984</td>
</tr>
<tr>
<td>Site 4 - Wolf Creek Library 102 Ruth Ave. Wolf Creek</td>
<td>Ethernet Transport Service 100Mbps to Grants Pass Library</td>
<td>17075985</td>
</tr>
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Service Notes/Special Terms

The noted 36 month term includes five optional one-year extensions. Service on the initial term will start no earlier than July 1, 2019, and end no later than June 30, 2022. JCLD requires billing using discounted invoices (the Service Provider Invoice, or SPI method). In the event Customer is unable to procure expected E-Rate funding for these services, Customer will be allowed to terminate this SO with no penalty according to the guidelines set forth in the Hunter MSA (see below).

Order Acceptance

On behalf of Hunter Communications ("Hunter"), the undersigned authorized Hunter representative hereby submits the above services proposal to Customer. The offer becomes effective when accepted, signed, and returned to the undersigned by Customer. The undersigned hereby binds Hunter Communications to the terms and conditions herein and in the cross referenced MSA and AUP but shall not be held personally liable for any terms or conditions presented. The term of this Agreement will begin upon service activation unless otherwise indicated herein. This Service Order is valid for 180 days from the date of issue ("Expiration Date") and if it is not accepted and made effective by Customer prior to Expiration Date, all pricing, dates, and terms are subject to change.

Name: Hunter Communications
Title: 
Date: 
Signature:

I, the undersigned Customer, have read, understand, accept, and agree to the terms of this Service Order. This Service Order is subject to the Hunter Master Services Agreements (MSA's) and the Hunter Acceptable Use Policy (AUP), available upon request and posted to the Hunter web site (www.hunterfiber.com). Additionally, I understand that all changes to this Service Order must be in writing. Any changes to this Service Order may result in a revised installation date and additional charges may be imposed. The above rates do not include any taxes, fees, or surcharges applicable to the service.

Hunter Master Service Agreements (MSA's)

Hunter Acceptable Use Policy (AUP)

Name: 
Title: 
Date: 
Signature:
The terms herein apply to Data Service Orders or Agreements ("agreement(s)," "service order(s)," or "contract(s)"") between Hunter Communications ("Hunter", "Contractor" or "Provider") and Customers ("Customer") utilizing Hunter's Fiber Optic Network (the "network" or "system").

1. Services. Customer shall purchase and Hunter Communications (Hunter) shall provide to Customer:

1.1 Data Services. Data services permit access by Customer to Hunter's telecommunications system to receive service(s) indicated on a service order or agreement (hereafter "Agreement") at the point of delivery located at the service location(s) as indicated therein. The point of delivery is the location where the network and Customer's system are interconnected. The data services provided shall meet all service standards set forth in Section 4 of this Agreement.

1.3 Installation Services. Installation services consist of coordinating with Customer the necessary engineering, site survey, system configuration and other services necessary to provide Customer Data Services. These services shall be provided up to the date that the service testing is completed based on Hunter's customary testing procedures and the service is available to the Customer ("the service acceptance date").

In addition, Hunter will provide the equipment (collectively referred to as "Hunter facilities") necessary to connect Customer's facilities to the network.

2. Terms. Agreements will be effective upon the date executed by Hunter and shall continue for the amount of time as set forth in the service order from the service start-up date, unless sooner terminated as provided therein. Potential options for renewal terms will be set forth in the service order. In the event written notice is not given by either party to terminate an Agreement at least 30 days prior to the termination date, and all potential renewal terms have been expended, said Agreement shall automatically continue on a month-to-month service basis on the same terms and conditions except for the rate specified in said Agreement. The rate for each extension period shall be the rate then in effect, as published by Hunter, at least 25 days prior to termination date.

3. Charges. Customer agrees to provide data services for which Customer agrees to provide consideration as outlined in a service order or Agreement.

3.1. Data Services Rate. From the service start-up date, Customer shall pay the rate specified in Customer's Agreement for each month of service. If the service does not begin on the first day of a billing cycle, then payments for the first month shall be prorated on a daily basis. All accounts will be invoiced monthly, and all sums shall be paid by the first day of the following month (the "due date"); please see invoice or contact accounting@hunterfiber.com for details

3.2. Installation Services Charge. Customer shall pay the installation charge ("Non-recurring Charge" or "NRC") specified in Customer's Agreement for the installation services provided by Hunter. Unless otherwise specified, a Materials Deposit will be required on projects prior to commencement. Materials deposits shall be calculated as follows:

On any given Service Order, any NRC associated with voice services equal to or less than $1,000, plus any NRC associated with data services equal to or less than $1,000. If the NRC associated with data services or voice services is greater than $1,000 then 50% of the NRC shall be invoiced prior to project commencement.

The remaining NRC shall be due and payable upon onsite installation of the fiber terminating hardware and therefore establishing the due date of the installation charges and any prorated data services for the start-up period.

On projects that are fully or partially funded by the Federal Government, the applicant's (Customer's) portion of any applicable "special construction" costs, as defined by USAC or other official regulatory body, shall not be billed by Hunter until services are installed.

3.2.1. Uninterruptible Power Supply. Customer shall provide a form of uninterruptible power for the fiber termination hardware and any Hunter facilities or equipment at the Customers location. If the Customer does not provide an uninterruptible power source, Hunter may choose to install one, at Hunter’s discretion, and reserves the right to invoice customer for costs.

3.3. Late Payment, Deposit, Electronic Billing. Payments received after the due date may be subjected to a charge of 1.5% per month on the unpaid balance. Hunter may require Customer to pay a deposit in advance of the provision of any service. Hunter shall hold any such deposit in a non-interest-bearing account and used to satisfy (in whole or in part) any obligation of Customer under an Agreement. Customers can sign up for account management online at www.hunterfiber.com. Online bill-pay, auto bill-pay and e-billing options are available. Hunter will accept payments via check, ACH or credit card (Visa/MC only). All invoices will be sent via email unless Customer requests mailed invoices. There will be a $75.00 returned check fee on all returned checks. Billing disputes must be submitted in writing to accounting@hunterfiber.com. Hunter shall look into the dispute and produce findings to customer within 30 days. Unless Hunter agrees otherwise in writing, any disputed amounts must be paid when due and will be credited back to customer if Hunter is found to be in error.

3.4. Taxes, Fees, Government Charges. Customer agrees to pay any applicable taxes, franchise fees or other governmental charges imposed upon Hunter Communications by governing body with jurisdictional authority over this service or for use of public right of ways and/or easements, so long as said taxes, fees and/or government charges were set forth in the original pricing information/estimates submitted to Customer.

3.5 E-RATE Funding Contingency. This Service Order under the Agreement will, collectively, serve as a binding contract between Hunter and Customer and, in the event Customer seeks federal E-rate subsidy for Services, Customer may submit this Service Order and the Agreement for submission to either (a) the Schools and Libraries Division of the Universal Service Administration Company, the entity appointed by the Federal Communications Commission ("FCC") to administer the Universal Service Program with respect to E-Rate funding under 47 C.F.R. § 54.504 or (b) some other entity appointed in the future by the FCC or otherwise designated under applicable law to perform such function. The requirement of performance of respective obligations hereunder by the parties, however, shall be contingent upon notification of (i) acceptance/approval of this Service Order and Agreement by the Schools and Libraries Division and (ii) an award of E-rate funding
therefore by the Schools and Libraries Division as specifically provided below.

In the event of rejection of an application for award or an award which is less than the Customer requested E-rate funding, the Customer shall have the option of either (A) terminating this Service Order, in which case the Customer must negotiate in good faith with Hunter the terms of a new Service Order under which services might be procured/provided or (B) paying Hunter directly for any shortfall in amounts necessary to pay for any services already rendered and all Services going forward including the Installation Fee, Monthly Service Fees, any other amounts required hereunder. Customer must provide Hunter with written notice of its election ((A) or (B)) hereunder within twenty (20) days of receiving notification from the Schools and Libraries Division regarding the award or rejection of an application for award of E-rate funding. In the event Customer’s election notice is not received by Hunter within twenty (20) days of the date of the award or rejection notification by the Schools and Libraries Division, option (B) above shall be deemed to have been chosen by the Customer and the Customer shall remain responsible for fulfillment of the obligations set forth in this Service Order under the Agreement thereafter. If Customer voluntarily withdraws or is involuntarily removed from the E-rate program regarding Services under this Service Order, Customer’s obligations under this Service Order and the Agreement shall remain in full force and effect and the options related to E-rate above become null and void.

4. Service Levels. Hunter will exercise reasonable efforts to provide Internet service on a 24-hour-a-day, 7-day-per-week basis. Customer understands and acknowledges that Hunter does not warrant that its Internet service will be provided without interruption. Customer also understands that the rates and speed for this service is based on the utilization of burstable data transmission methodology where the full bandwidth contracted for is to be utilized in bursts only and not continuously, unless otherwise indicated in Customer’s Agreement. Hunter may monitor Customers’ bandwidth utilization in order to ensure that Customer’s transmissions are within burstable utilization rate guidelines. These guidelines are subject to change at any time by Hunter acting in its sole discretion, and all such changes shall be binding upon Customer upon written notice to Customer by Hunter.

In the event of a data service outage deemed to be at the Hunter service level, Hunter will have a technician investigating the issue within 4 hours after receiving notification of the outage from the Customer to the assigned service number provided to Customer. With respect to a failure of continuous interruption which is not excused as provided in this section or otherwise, which exceeds 24 consecutive hours in duration, and of which Hunter receives written notice within 48 hours of such failure or interruption, Hunter shall credit Customer’s account with respect to the affected service by an amount equal to one-thirtieth of the recurring monthly charge for the service for each 24-hour period during which the failure or interruption continues. This credit shall be the sole and exclusive remedy of Customer with respect to any interruption or failure of the service. Applicable credits provided to Customer will be applied to pre-discount costs of service, ensuring that any funding entities eligible to receive service credits do so according to these guidelines.

No such credit shall be due, however, if the interruption is caused by reasons beyond the reasonable control of Hunter or for reasons related to scheduled network maintenance.

5. Hunter Facilities and Equipment. Any Hunter facilities and/or equipment installed on Customer’s premises shall be and remain the property of Hunter and may be repaired or replaced at any time and removed at the termination of service and may be used to supply other customers of Hunter whether or not on the same premises. No rent or other charge shall be made by Customer on Hunter for placing or maintaining its facilities or equipment upon Customer’s premises. Hunter shall be entitled, at any time, to affix to Hunter facilities or equipment a label indicating the interest of Hunter. After at least 48 hours’ notice, Customer will grant Hunter Communications or cooperate with Hunter Communications in obtaining reasonable access to its premises for the installation, operation, removal, repair and/or maintenance of the facilities and equipment for the services hereunder. In the event that Customer does not provide Hunter with the necessary access to remove said equipment and/or facilities after the termination of service upon receiving notification as indicated above, Hunter may assess a fee to Customer equal to the value of said equipment and/or facilities at the time of termination.

5.1. Removal. Customer will use reasonable efforts to ensure that Hunter facilities and/or equipment are not removed or caused to be removed by any person, other than Hunter or without Hunter’s prior written consent.

5.2. Proper Environment. Customer shall use reasonable efforts to keep the location of Hunter’s facilities and/or equipment in the proper environment as specified by Hunter.

5.3. Damage. Customer agrees to exercise due care and caution to protect Hunter’s facilities and equipment from the weather, vandalism and other potential problems. Customer shall be liable for any loss or damage to Hunter’s facilities and/or equipment at any location arising from Customer’s negligence, intentional act, unauthorized maintenance or other cause within the reasonable control of Customer, its employees or agents. In the event of any loss or damage to Hunter’s facilities or equipment for which Customer is liable, Customer shall reimburse Hunter for the lesser of the reasonable cost of repair or the actual cost of replacement.

6. Rights and Obligations of Customer.

6.1. Installation. Customer shall at its expense undertake all necessary preparations required to comply with Hunter’s installation and maintenance instructions in regard to Customer premises. Such preparations include obtaining all necessary consents for the installation and use of Hunter facilities and/or equipment in the building, including consents for necessary alterations to buildings; providing suitable accommodations, foundations and an environment to meet the environmental specifications for Hunter equipment and facilities; providing suitable electric power needed by Hunter to install, test and maintain Hunter’s facilities and equipment; providing a suitable and safe working environment for Hunter’s personnel, including an environment safe from environmental hazards. Customer will provide Hunter with permission to access all existing conduits, raceways and etc. to be used in cable pathway. By accepting an Agreement Customer implicitly provides Hunter with permission to use any available conduits into the building or within the interior of the building in said pathway.

Hunter is not responsible for the condition or fill rate of any Customer provided or existing conduits, raceways and etc. to be used in cable pathway; Customer guarantees that said pathway meets all required fill rate capacities and that all components of said pathway comply with NEC (National Electric Code) recommended “bend ratios.” If, during the course of installation, Customer requests modifications to the scope of installation that result in Hunter incurring additional expenses, such modifications will require prior authorization by both parties in the form of a signed “Change Order.”

All required changes will be described as ‘additional work’ and be billed accordingly only after written approval has been reviewed and signed by both parties describing material, labor and compensation requirements.

Contractor shall, after notice from Customer, commence work. At such time, Contractor may designate resources and continue diligently in the
performance of such work. Contractor shall employ sufficient crew, work sufficient hours and/or shifts so as to complete the requirements within the time frames noted in an agreement; if no time frames for completion are provided, Contractor shall complete all service activation requirements within a reasonable period of time not to exceed 90-days after the estimated start date. Estimated start date: (5) five days or sooner, after notice to proceed has been given by Customer, materials have been received and all preparatory and preliminary requirements of this proposal have been satisfied, including the receipt of all necessary technical information from the Customer and any work or construction permits associated with the project.

For the purpose of additional work requested by Customer outside of the scope of standard installation, the following rates are to be used unless otherwise agreed in writing: standard hourly labor rate per employee will be billed at $85.00 per hour. This hourly rate does not provide for any materials.

6.2. Premises Access. Customer shall provide Hunter or other persons authorized by Hunter with access (on both a routine and emergency basis) for the implementation of all service acceptance dates; Customer will provide Hunter reasonable access to the Customer premises where any Hunter facilities or equipment are installed. Hunter shall not be responsible for any faults on the network or any failure to perform the provisions of an Agreement to the extent that Hunter, in good faith, requires access, and any such faults or failures or the continuation thereof are a result of the failure of Customer to provide access to the place at each location where Hunter facilities and/or equipment are installed supporting the failing service or connection.

(a) During implementation, Hunter will normally carry out work required to install and/or repair Hunter’s facilities and equipment during its normal working hours but may, on reasonable notice, require access at other times. At Customer’s request, Hunter will carry out work to install Hunter’s facilities and equipment outside Hunter’s regular working hours, in which event Customer agrees to pay overtime and any other appropriate charges agreed between the parties.

(b) Any out-of-pocket costs, reasonably incurred by Hunter, as a consequence of the denial of access by Customer (or building owner) to any location shall be paid by Customer. Hunter shall advise Customer of any such costs on a case-by-case basis.

6.3. Acceptable Use Policies (AUP). Hunter’s Acceptable Use Policy (AUP) is posted to our web site (www.hunterfiber.com) and is to be acknowledged and known by the Customer at all reasonable times. Customer shall comply with Hunter’s acceptable use policies. The acceptable use policies are subject to change at any time by Hunter acting in its sole discretion, and all such changes shall be binding upon Customer upon written notice to Customer by Hunter.

(a) Customer shall be responsible for the use and compatibility of equipment or software not provided by Hunter. In the event that Customer uses equipment or software not provided by Hunter which impairs Customer’s Data Services or the network, Customer shall nonetheless be liable for payment for all service, including without limitation any software provided by Hunter. Upon notice from Hunter that any equipment or software not provided by Hunter is causing or is likely to cause an hazard, interference, or service obstruction, Customer shall immediately eliminate the likelihood or hazard, interference, or service obstruction and if Customer fails to do so, Hunter may take such action as it deems required to eliminate such hazard, interference or service obstruction.

(b) Customer will only connect to the network using industry standard equipment, which complies and is compatible with the service specifications set forth in applicable technical publications.

Notwithstanding the undertaking of Customer in the prior sentence, if, in Hunter’s reasonable opinion, the technical integrity of the network or the service being provided over the network to Customer or any other third party is being jeopardized or is likely to be jeopardized as a result of the connection of any Customer premises equipment to the network by Customer or by any other activity for which Customer is responsible, Hunter may suspend the provision of the services to any connection so affected. Following remedial action by Customer satisfactory Hunter, Hunter will reinstate the service provided through that connection as soon as possible.

(c) Hunter reserves the right to allow or refuse to allow any make, model or software revision of customer-provided equipment to be used as a gateway to any network access in the event said equipment is negatively impacting Hunter’s ability to provide service. Customer will cooperate with Hunter in setting the initial configuration for its equipment’s interface with the network.

(d) Hunter may from time to time issue technical instructions on the use of the network to ensure the proper functioning of the services or the protection of the network from damage or deterioration. Customer will observe technical instructions.

6.4. System Integrity. Customer to cure any violation (other than failure to pay) of the provisions of an Agreement within 30 days after receiving written notification from Hunter.

6.5. Hunter Equipment Movement. Customer is obligated to obtain written approval from Hunter prior to moving any of Hunter’s equipment. Moving of equipment without authorization may cause damages and/or an outage. A customer-caused outage, due to the moving of equipment without written authorization, will be the sole responsibility of the Customer. Costs for repairs performed by Hunter technicians as a result of damages due to movement of Hunter equipment shall be borne by the Customer. No deductions to billing will be made for Customer-caused outages.

7. Termination. Either party may terminate an Agreement for cause, provided written notice is given the other party specifying the cause for termination and requesting correction within 10 days for failure to pay a sum due, or within 30 days for any other cause, and such cause is not corrected within the applicable period. Cause is any material breach of the terms of an Agreement, including the failure to pay any amount when due; the filing of a petition in bankruptcy by or against Customer or Customer’s inability to meet obligations when due; or failure of Hunter to provide services as detailed in the Agreement. In the event of a failure to pay a sum due, Hunter may choose to temporarily deactivate service in lieu of terminating said Agreement. For service deactivation(s), Hunter must follow all notification guidelines relating to Agreement termination set forth herein. In the event of a service deactivation, Customer may have service reactivated by paying all sums due. Hunter will provide additional information upon request.

7.1. Cessation of Service. Hunter may deny Customer access to the network and cease to provide all or part of any services described in Customer’s Agreement without notice if Customer:

(a) violates any provision of applicable acceptable use policies;

(b) engages in any conduct or activity that Hunter, in its sole discretion, reasonably believes causes a risk that Hunter may be subjected to civil or criminal litigation, charges, or damages; or;

(c) would cause Hunter to be denied access or to lose services by Hunter’s internet provider.
7.2. Cessation of Access. If Hunter ceases to provide or denies Customer access to the network pursuant to this section, neither Customer nor any of its customers shall have any right:
(a) to access through Hunter any materials stored on the internet,
(b) to obtain any credits otherwise due to Customer, and such credits shall be forfeited, or;
(c) to access third party services, merchandise or information on the internet through Hunter. Hunter shall have no responsibility to notify any third-party providers of services, merchandise or information of any discontinuance of any services pursuant to this section, nor any responsibility for any consequences resulting from lack of such notification.

7.3. Termination Fee. Either party may terminate an Agreement upon 30 days written notice to the other party (e-mail notification is allowed; Hunter will receive such notifications at contracts@hunterfiber.com). Upon early termination for any reason, other than material breach by Hunter Communications, or if Hunter terminates the Agreement for cause, any and all installation waivers, all rates and charges actually incurred up to the date of termination, as well as the full amount otherwise due to Hunter Communications over the full term of the Agreement, will become immediately due and payable by Customer to Hunter Communications, unless otherwise indicated.

8. No Warranties. To the extent permitted by applicable law, Hunter is providing the services and the system (including but not limited to the Hunter facilities and/or equipment and any access to the network) as is and with all faults, and hereby disclaims all other warranties, if any, either express, implied, statutory or otherwise with respect to any of the system and services provided or to be provided under an Agreement, including but not limited to warranties of merchantability, fitness for a particular purpose, of lack of viruses, lack of negligence or lack of workmanlike effort.

Hunter makes no warranty:
(a) of title, quiet enjoyment or lack of infringement with respect to the system or services;
(b) that the operation of the system or service will be uninterrupted or error free.

9. Exclusion Of Certain Damages; Limitation Of Liability And Remedy; Exclusive Remedy. To the maximum extent permitted by applicable law, in no event will Hunter be liable under any contract, negligence, strict liability or other theory for any special, indirect, incidental or consequential damages (including but not limited to damages for loss of profits for confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary of other loss whatsoever) arising out of or in any way related to any breach by Hunter of this Agreement, to the provision or use of or inability to use the system or services or otherwise with respect to any subject matter of this Agreement, even if Hunter has been advised of the possibility of such damages.

Hunter’s total liability to Customer under this Agreement and the transactions contemplated hereby, including without limitation any liability of Hunter for any damages of any nature whatsoever, including without limitation direct or actual damages, shall be limited to the direct damages incurred by Customer in actual and reasonable reliance on the system or services.

Except for the provision of credits to Customer’s account as specifically provided in section 4, the rights and remedies granted to Customer under this section 9 constitute Customer’s sole and exclusive remedy against Hunter, its agents, officials and employees for any and all claims arising under statutory or common law or otherwise.

There are no third-party beneficiaries of any Agreement. Customer agrees that Hunter shall have no liability for the negligence, products, services or websites of Customer; of affiliates; of developers or consultants identified of referred to Customer by Hunter; or of any other third party, including but not limited to liability for the content, quality and accuracy of the foregoing which are accessible by use of the system or services of Hunter. Notwithstanding the foregoing, Customer shall indemnify, defend, and hold harmless Hunter and its officers, directors, and employees in the event of any suit, claim, or demand for personal injury or property damage alleged to have been caused by Customer or its agents in the course of performing its duties under this Agreement. Additionally, and notwithstanding the foregoing, Hunter shall indemnify, defend, and hold harmless Customer and its officers, directors, and employees in the event of any suit, claim, or demand for personal injury or property damage alleged to have been caused by Hunter or its agents in the course of performing its duties under this Agreement.

10. Uncontrollable Conditions. Neither party shall be deemed in violation of any Agreement if it is prevented from performing any of the obligations under said Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative; judicial; executive or administrative authorities; or any other circumstances which are not within its reasonable control.

11. Severability. In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that any Agreement or a provision of said Agreement is unlawful, the Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of an Agreement is terminated but the parties can legally, commercially and practically continue without the terminated provision, the remainder of that Agreement shall continue in effect.

12. General Provisions. Failure or delay by either party to exercise any right or privilege under an Agreement and/or the terms herein will not operate as a waiver of such right or privilege. Customer may assign an Agreement only with the consent of Hunter. An Agreement constitutes the entire understanding between Customer and Hunter with respect to Service provided therein and supersedes any prior Agreements or understandings.

13. Attorney Fees. The prevailing party in any legal proceeding brought under or with respect to this Customer’s services and this Agreement shall recover from the non-prevailing party all costs of such proceeding as well as reasonable attorney fees.

Hunter Communications Acceptable Use Policy (the "Policy") for Hunter IP Products and Services is designed to help protect Hunter, Hunter’s customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by Hunter Communications. Hunter Communications reserves the right to modify the Policy at any time.


1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e.g., "e-mail spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. It also includes posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). Hunter accounts or services may not be used to collect replies to messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Unauthorized use, use, or forging, of mail header information (e.g., "spoofing").
4. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
5. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
6. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Hunter customers or end-users by any means or device.
7. Knowingly engage in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any Hunter customers or end-users whether on the Hunter network or on another provider’s network.
8. Using Hunter’s Products and Services to interfere with the use of the Hunter network by other customers or authorized users.
9. Any open wireless network provided by Customer will be operated and maintained by Customer directly; all use of said network will be under Customer’s sole responsibility.

Each Hunter IP customer is responsible for the activities of its customer base/representatives or end-users and, by accepting service from Hunter, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of Hunter IP Customer will be forwarded to the Hunter IP customer’s postmaster for action. If violations of the Hunter Communications Acceptable Use Policy or Acceptable Use Policy for Hunter IP Products and Services occur, Hunter reserves the right to take action to stop the offending customer from violating Hunter’s AUP as Hunter deems appropriate, without notice.

14.2 Terms of Service. To ensure that all Hunter Network users experience reliable service, Hunter requires users to adhere to the following terms and conditions. If you have any questions or concerns regarding Hunter service, call the appropriate contact listed on your monthly billing statement. Cable Modem customers need to contact their respective ISP.

14.3 High Speed Direct Fiber Connection.

- No reselling of bandwidth services.
- Bandwidth use will be monitored at the Hunter Head end.

Should a Business Service site exceed the maximum sustained bandwidth contracted, you will receive a notification requiring your service level to be upgraded to match the needs of your business usage.

Web Hosting services are permissible uses, such as a marketing firm hosting pages for their customers. Other services not yet implemented may be allowed by written consent of Hunter Network Administration.

14.4 Internet Protocol Addresses. Customer may request provision of Internet Protocol (IP) Addresses by Hunter, and Hunter may provide IP Addresses to Customer in its sole discretion. Hunter provided IP Address Ownership at all times will remain solely with Hunter, and Customer shall have no right to use any Hunter provided IP addresses except as permitted by Hunter during the term of Customer’s Agreement. Hunter, in its sole and absolute discretion, may also need to change or remove any and all such IP Numbers and Addresses, and will do so with a minimum notice of (30) days to Customer.

Hunter’s allocation of IP Addresses is limited by policies and protocols set forth by the American Registry for Internet Numbers (ARIN). Hunter will periodically review IP Address usage, and if it is determined that Customer is not using Hunter provided IP Addresses in accordance with ARIN’s policies, Hunter will revoke authorization to use said IP Addresses. All IP Addresses provided to Customer by Hunter must be utilized within 72 hours of allocation. If allocated IP Addresses are not utilized within this time frame Hunter reserves the right to retract any and all unused IP Addresses without notifying the client.

15. Signature. We, the undersigned, have carefully reviewed this Agreement and agree to and accept the terms and conditions.

- Hunter Communications

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- President & CEO

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Hunter Communications Acceptable Use Policy for Hunter Internet/Intranet Products and Services

Hunter Communications Acceptable Use Policy ("AUP" or the "Policy") for Hunter Internet/Intranet Products and Services is designed to help protect Hunter, Hunter’s Customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by Hunter Communications. Hunter Communications reserves the right to modify the Policy at any time.

Prohibited Uses of Hunter’s Systems, Products and Services.

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Hunter agrees that AUP violations by Customer’s patrons may result in remedying action by Hunter, but will not lead to termination of the Customer’s services or agreements provided by Hunter.

2. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e.g., "e-mail spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. It also includes posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). Hunter accounts or services may not be used to collect replies to messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

3. Unauthorized use, or forging, of mail header information (e.g., "spoofing").

4. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").

5. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

6. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Hunter Customers or end-users by any means or device.

7. Knowingly engage in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any Hunter Customers or end-users whether on the Hunter network or on another provider's network.

8. Using Hunter’s Products and Services to interfere with the use of the Hunter network by other Customers or authorized users.

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BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT

In the Matter of Authorizing the  
Hunter Communications Contract for  
Josephine Community Library District  
Resolution No. 2019-006

WHEREAS, Josephine Community Library District has determined the need for the Internet Infrastructure Project to bring high-speed Internet to the Wolf Creek and Illinois Valley branches and to configure a wide-area network among the four branches, and

WHEREAS, JCLD qualifies for a 90 percent discount for Internet access services through the FCC E-rate program, and

WHEREAS, E-Rate competitive bids were received and evaluated for the Josephine Community Internet Consortium RFP #2018-03 E-Rate project, and

WHEREAS, all bids received were evaluated based on both quantitative and qualitative proposal content, services, experience, timeline, and pricing (with the price of E-rate eligible goods and services being the primary factor), and

WHEREAS, Hunter Communications was the selected bidder for the Category 1 providing the most cost-effective proposal for the fiber network build-out portion of the E-Rate project, and

WHEREAS, Hunter Communications submitted a Service Order and Master Services Agreement to design and install a fiber network at all four library branches in the one-time amount of $160,167 with recurring monthly costs of $2,245, and which has been reviewed by library staff, E-Rate consultant, and library attorney; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves

1. Library Director Kate Lasky is authorized to sign the Service Order and Master Services Agreement — Data Services with Hunter Communications, a copy of which is attached to this resolution and incorporated herein; and

2. Library Director Kate Lasky or her staff designee will direct and support the efforts of Hunter Communications to assist the district with its E-rate project, contingent upon the receipt of E-rate funding.

DONE AND DATED this 6th day of March, 2019.

____________________________  _________________________
Jennifer Roberts, Board Member  Judy Williams, Board Member

____________________________  _________________________
John Harelson, Board Member  Beecher Ellison, Board Member

Laurel Samson, Board Member
Professional Services Agreement

This Professional Services Agreement ("Agreement") effective as of the ____ day of __________, 2019, ("Effective Date") is entered into by and between PC Specialists, Inc., dba Technology Integration Group, a California corporation having its principal place of business at 10240 Flanders Court, San Diego, CA 92121 ("TIG") and Josephine Community Library District, located at 200 NW C Street, Grants Pass, Oregon 97526 ("Customer").

Recitals

TIG is in the business of providing various products and associated professional services in the nature of computer consulting, information systems configuration, integration, and administration. Customer hereby desires TIG to provide products and perform such services according to the terms and conditions of the Statement of Work attached hereto as Exhibit A.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions

1.1 "Disclosing Party" means the Party disclosing or otherwise revealing Confidential Information under the terms of this Agreement.

1.2 "Receiving Party" means the Party receiving Confidential Information under the terms of this Agreement.

1.3 "TIG" means the employees, officers and directors, shareholders, partners, agents, consultants or independent contractors of PC Specialists, Inc., dba Technology Integration Group, or any subsidiary or other affiliate of PC Specialists, Inc., including their employees, officers and directors, shareholders, partners, agents, consultants or independent contractors.

1.4 "Customer" means the employees, officers and directors, shareholders, partners, agents, consultants or independent contractors Josephine Community Library District.

1.5 "TIG’s Intellectual Property" means: (1) all logos, pictorial or graphical representations of brands, advertisements, graphics, designs, text, design elements, development tools, software, inventions, developments and any and all other information, materials, know-how, skills, techniques and underlying intellectual property that is created by TIG as of the date of this Agreement; (2) all development tools and any other information, software, inventions, developments, know-how, skills, techniques or materials and underlying intellectual property that is developed by TIG during the term of this Agreement which is: (a) generic, (b) not related to the business of Customer or the technology of Customer, (c) not developed for the use of Customer, (d) not developed based on the order or specifications of Customer or based on Customer’s Intellectual Property, and (e) generally consists of or comprises a tool of the software, hardware, networking or other computer development trade.

1.6 "Parties" means both Customer and TIG, and each of them.

1.7 "Party" means either Customer or TIG, as specified in the context of the sentence.

1.8 "Pre-Existing Work" shall mean the materials and any other products that have been produced by TIG or originate from third (3rd) parties prior to the rendering of the Services...
described in the subject Statement of Work and are supplied by TIG for the execution of the
Services included in this Agreement.

1.9 “Work Product” means all files, codes, programs, program tools, program listings, reports,
documentation, inventions, innovations, improvements, developments, methods, designs,
analyses, network programming and configuration, other programming and configuration,
technology, hardware, hardware design and layout, hardware configuration, software code
(both object and source code) drawings, reports, schematics, and all similar or related
information (whether or not patentable or copyrightable) and all associated intellectual
property rights, including trade secrets, copyrights, patents or patentable information, mask
works and other intellectual property developed, designed, made or reduced to practice for
Customer by TIG under this Agreement, that relate to Customer's actual or anticipated
business, research and development or existing or future products or services and, which
are conceived, developed, designed, made, or reduced by TIG during the term of this
Agreement and all derivations, adaptations, modifications, or compilations thereto.

1.10 “Product” means any hardware, networking, or other item provided to Customer under the
terms of this Agreement.

1.11 “Project” means the Product(s) and/or Services that TIG provides to Customer hereunder,
including any changes or modifications thereto agreed upon by the Parties.

1.12 “Services” means any services provided by TIG to Customer under the terms of this
Agreement.

2. Purpose of Engagement

As of the Effective Date of this Agreement, Customer hereby engages TIG, and TIG hereby accepts
this engagement to provide Products and/or Services to Customer according to the terms and
conditions of this Agreement and the attached Statement of Work (as defined below).

3. Undertaking of Project

3.1 Statement of Work: The Statement of Work set forth in Exhibit A to this Agreement shall
specify all terms and conditions applicable to the Goods and Services to be provided for the
Project, all costs and fees involved, all timelines and deadlines, and all other relevant
information pertaining to the requirements of the Parties. The Statement of Work is an integral
part of this Agreement, and, except as otherwise specifically provided therein, is subject to
the terms and conditions of this Agreement.

3.2 Amendments to the Project Documentation: Either Party may subsequently propose in
writing a change to such Statement of Work, indicating at a minimum: (1) the change
requested; (2) the impact (if any) on any associated timelines or deadline; and (3) any
additional cost or savings that will result from the change (if known); (4) the Party to be
responsible for bearing any additional cost, if any; and (5) any impact on E-Rate requirements
or eligibility. The other Party shall reasonably and in good faith consider the proposed change
and, within five (5) business days, approve or disapprove in writing the proposed change. If
the reviewing Party fails to accept or reject in writing the proposed change within five (5)
business days, the proposed change will be deemed disapproved. If such change proposed
by Customer would result in added expense or delay, prior to TIG implementing or otherwise
agreeing to make such change, Customer shall expressly agree in writing to pay for all
reasonable added costs associated with the change. Customer shall also expressly agree in
writing to any needed extension of time to the required dates for shipment of the Products or
completion of any Services to be performed by TIG.
3.3 **Project Coordinators:** Customer and TIG shall each designate in the Statement of Work one (1) employee and a back-up employee to act in his or her absence, who will be the primary points of contact for administration of the Project ("Project Coordinators"). The Project Coordinators will work together in good faith to resolve any issues that may arise during the fulfillment of the Project or otherwise during the term of this Agreement, including any modification or changes to a Project. Customer and TIG may substitute alternate Project Coordinators for the Project upon advance written notice to each other.

4. **Independent Contractor**

The Parties agree that in rendering all Products and Services hereunder, TIG and any person employed or otherwise engaged by TIG shall act (and be considered for all purposes) as a contractor independent of Customer, and not as an employee or agent of Customer. This Agreement does not create any authority of either Party to make any representation or commitment binding on the other Party.

5. **Term and Termination**

5.1 **Term:** This Agreement shall be effective upon Customer’s receipt funding approval in the Funding Commitment Decision Letter from USAC (anticipated between May and September 2019), and shall remain in effect through June 30, 2020 unless otherwise terminated by either Party according to the provisions of this Agreement. The confidentiality provisions contained herein shall remain in full force and effect during the period of this Agreement (the "Term"), and thereafter: (a) indefinitely for all trade secrets identified by either Party during the Term of this Agreement, and (b) for a period of three (3) years for all other Confidential Information.

5.2 **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach of the other Party’s obligations as defined in this Agreement.

5.3 **Termination for Convenience:** Either Party may terminate this Agreement for convenience upon thirty (30) days written notice to the other Party without any penalties.

5.4 **Effect of Termination:** In the event Customer terminates this Agreement for convenience or cause, or TIG terminates this agreement for cause, Customer shall reimburse TIG for all reasonable costs and fees incurred by TIG to date. Both Parties shall be under a duty to mitigate their damages upon receipt of any notice of termination hereunder. Furthermore, upon termination or expiration of this Agreement, the Parties shall promptly return all Confidential Information owned by the other Party and shall return all other information, documents, manuals and other materials belonging exclusively to the other Party, and cease use of the other Party’s intellectual property except as may be otherwise provided in this Agreement or in surviving agreements entered into contemporaneously with this Agreement. Each Party shall provide written certification from an executive officer to the other Party stating that all such material has been returned or destroyed.

5.5 Should TIG fail to perform the work set forth in the Statement of Work or meet the agreed upon performance and quality standards for such work, payment for such work may be reduced or withheld to the extent of such failure. Customer shall have a royalty-free license for materials for which it has paid. TIG may be required to perform, at TIG’s expense, additional work necessary to correct such failure and any reduced or delayed payment shall be restored and paid in full by Customer. In the event TIG does not correct such failure after receipt of notice by Customer, Customer may terminate the Agreement for Cause and seek damages and other relief available under the terms of the Agreement or applicable law.
5.6 **Survival:** Upon termination or expiration of this Agreement, the following provisions shall survive in full force and effect: 1, 5, 6.1, 6.2, and 7 through 14 (inclusive).

6. **Ownership of Intellectual Property**

6.1 TIG shall retain all rights, title and interest, including all rights now or hereafter existing under the patent, copyright, trademark or trade secret laws of any jurisdiction in TIG’s Intellectual Property, the Pre-Existing Work, and the Work Product. Provided that Customer fulfills all obligations to TIG under this Agreement, TIG shall grant to Customer a non-royalty bearing, worldwide, non-exclusive, transferable, non-assignable, non-sub-licensable license to use or execute the Work Product, including the right to reproduce such Work Product for backup purposes. All copyright notices and/or other legends of ownership must be reproduced under the licenses granted in this section. No other rights or licenses, including but not limited to patent licenses, are granted under this Agreement. Customer shall not, under any circumstances, reverse engineer, decompile, modify, disassemble, segregate or otherwise attempt to extract TIG’s Intellectual Property, the Pre-Existing Work, or the Work Product for any purpose.

6.2 If ownership of all right, title, and interest of the intellectual property rights of the Work Product shall not vest exclusively in TIG, Customer agrees to irrevocably assign without further consideration, and upon TIG’s creation thereof automatically assign, without further consideration, all rights, title, and interest in any Work Product and other intellectual property rights therein, including moral rights, to TIG, its successors, and assigns. Customer agrees to perform, upon the reasonable request of TIG, and upon reimbursement for out-of-pocket costs, during or after termination of this Agreement, such further acts as may be necessary or desirable to enable TIG to assign, transfer, perfect, and defend its ownership of intellectual property rights as set forth herein.

7. **Payment**

Customer has opted to do the SPI method of payment through USAC. TIG will invoice USAC for the E-rate eligible charges and invoice Customer for the non-E-rate eligible charges and E-rate discount. Each invoice shall reference the Statement of Work. Payments shall be made within thirty (30) days from the date of each invoice. Payments of all charges are overdue if not paid within thirty (30) days from the receipt of invoice and interest shall accrue at the maximum interest rate permissible under law. Failure of Customer to or USAC to pay charges when due shall constitute a material breach by Customer of this Agreement.

8. **Warranties**

8.1 **TIG Warranties:** TIG has the rights and the ability necessary to perform its obligations under this Agreement and to grant Customer the rights set forth herein. TIG does not have and will not have during the Term of this Agreement any agreements or commitments that conflict with the provisions of this Agreement or that restrict TIG from performing its obligations under this Agreement. TIG will use commercially reasonable efforts to perform the Services in a timely and professional manner according to the highest industry standards.

8.2 **Customer Warranties:** Customer has the rights and ability necessary to perform its obligations under this Agreement and to grant TIG the rights set forth herein. Customer does not have and will not have during the Term of this Agreement any agreements or commitments that conflict with the provisions of this Agreement or that restrict Customer from performing its obligations under this Agreement.
8.3 DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES PROVIDED HEREUNDER OR THE INTEGRATION OF THOSE PRODUCTS INTO A COMPUTER SYSTEM, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY OR MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. TIG SHALL NOT BE LIABLE FOR ANY PROBLEMS ATTRIBUTABLE TO ALTERATIONS OR ATTACHMENTS; NEGLIGENCE, ABUSE OR MISUSE; INCLUDING FAILURE TO OPERATE THE PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS; IMPROPER HANDLING BY CUSTOMER; FAILURE OF EQUIPMENT NOT MAINTAINED BY TIG; IMPROPER USE OF SUPPLIES, FIRE, WATER, ACTS OF GOD OR OTHER CATASTROPHIC EVENTS.

8.4 NO WARRANTIES TO THIRD (3RD) PARTIES: CUSTOMER SHALL NOT PROVIDE ANY WARRANTIES TO ITS CUSTOMERS WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED BY TIG TO CUSTOMER OR ITS CUSTOMERS. CUSTOMER SHALL BE SOLELY AND EXCLUSIVELY LIABLE TO ANY THIRD (3RD) PARTY FOR ANY WARRANTY GRANTED OR SUPPLIED BY CUSTOMER TO ANY SUCH THIRD PARTY.

9. Indemnity

9.1 Duty of TIG: TIG shall defend, indemnify and hold Customer and its officers, directors, employees, agents and Customers (each an “Indemnified Party”) harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) arising from or related to (i) any breach or alleged breach of the representations and warranties made by TIG in this Agreement, (ii) the negligence, recklessness or intentional misconduct of TIG or any of its employees or agents in performing services (at Customer’s facilities or elsewhere) under this Agreement, or (iii) any claim of infringement of intellectual property rights related to the Agreement or any materials provided by TIG but only to the extent caused in whole or in part by an act or omission of TIG, or anyone directly or indirectly employed by TIG or for whose acts they are responsible. If any third (3rd) party asserts a claim or initiates an action against an Indemnified Party for which TIG is responsible under this section, when Customer becomes aware of such claim or action it shall promptly notify TIG, however Customer’s failure to provide prompt notice to TIG shall not relieve TIG from any obligations owed hereunder, except to the extent that TIG has been prejudiced by Customer’s failure or delay in giving notice. Customer shall have the right to participate at its own expense in the defense of such claim or action, including any related settlement negotiations. No such claim or action to which Customer has been made a party in a lawsuit may be settled or compromised without Customer’s express written consent, which may be conditioned upon the execution of a release of all claims against the Indemnified Parties by the Party bringing such claim or action.

9.2 Duty of Customer: Customer shall defend, indemnify and hold TIG and its officers, directors, employees, agents and Customers (each an “Indemnified Party”) harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys’ fees) arising from or related to (i) any breach or alleged breach of the representations and warranties made by Customer in this Agreement, (ii) the negligence, recklessness or intentional misconduct of Customer or any of its employees or agents in performing obligations (at Customer’s facilities or elsewhere) under this Agreement. If any third (3rd) party
asserts a claim or initiates an action against an Indemnified Party for which Customer is responsible under this section, when TIG becomes aware of such claim or action it shall promptly notify Customer, however TIG’s failure to provide prompt notice to Customer shall not relieve Customer from any obligations owed hereunder, except to the extent that Customer has been prejudiced by TIG’s failure or delay in giving notice. TIG shall have the right to participate at its own expense in the defense of such claim or action, including any related settlement negotiations. No such claim or action to which TIG has been made a party in a lawsuit may be settled or compromised without TIG’s express written consent, which may be conditioned upon the execution of a release of all claims against the Indemnified Parties by the Party bringing such claim or action.

9.3 Limitation: Notwithstanding any provisions to the contrary, under no circumstances shall either Party be liable for any special, incidental, indirect or consequential damages.

10. NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, ITS CUSTOMER OR THEIR RELATED PARTIES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST DATA), WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, EITHER PARTY’S TOTAL LIABILITY TO THE OTHER PARTY FOR A CLAIM OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO MONETARY DAMAGES AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS SHALL IN NO EVENT EXCEED THE AMOUNT OF MONEY PAID BY CUSTOMER TO TIG DURING THE PREVIOUS TWELVE (12) MONTHS. EACH PARTY ACKNOWLEDGES THAT THE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT FAIRLY ALLOCATE RISKS BETWEEN THEM.

11. Insurance

TIG shall maintain during the term of this Agreement: (i) Workers’ Compensation insurance as prescribed by the law of the state or nation in which the Work is performed; (ii) employer’s liability insurance with limits of at least one-million ($1,000,000) for each occurrence; (iii) automobile liability insurance if the use of motor vehicles is required, with limits of at least one-million ($1,000,000) combined single limit for bodily injury and property damage per occurrence; (iv) Commercial General Liability (“CGL”) insurance with limits of at least one-million ($1,000,000) combined single limit for bodily injury and property damage per occurrence.

12. Confidentiality

12.1 Definition of Confidential Information: For the purposes of this Agreement, “Confidential Information” shall include, but not be limited to, the terms and conditions of this Agreement, all business or technical information and material relating directly or indirectly to the Disclosing Party’s past, present, or future research, development, or business activities or its methodologies, strategies, or operation information, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts owned, licensed, or controlled by the Disclosing Party that the Disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished or discovered
pursuant to this Agreement. The following shall not be considered Confidential Information, information that: (1) enters the public domain by acts other than those of the Receiving Party or its agents or representatives; (2) is disclosed with the prior written approval of the other Party; (3) was independently developed by the Receiving Party without breach of this Agreement or relevant trade secret laws, or (4) has been received lawfully and in good faith by the Receiving Party from a third (3rd) party who did not derive it from the Disclosing Party or in breach of any of the third (3rd) party’s confidentiality obligations.

12.2 Restrictions: The Receiving Party shall hold in complete confidence and not disclose, produce, publish, permit access to, or reveal the Confidential Information disclosed hereunder to contractors or any other third (3rd) party without the express prior written consent of the Disclosing Party. The Receiving Party will keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all Confidential Information which is received from the other under this Agreement. The Receiving Party shall not copy, photograph, photocopy, alter, modify, disassemble, reverse engineer, decompile, or in any manner reproduce any materials containing or constituting Confidential Information without the express written consent of the Disclosing Party. Any Confidential Information provided by one Party to the other shall be used only in furtherance of the purposes described in this Agreement, and shall be, upon request at any time, returned to the Disclosing Party. Each Party shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information received. The placement of copyright notices on the Confidential Information will not constitute publication or otherwise impair its confidential nature.

12.3 Customer may release Confidential Information if requested pursuant to a lawful public records request. In such case, prior to the release of such information, Customer will confer with TIG to determine if the Confidential Information is exempt from disclosure under Oregon law.

13. Choice of Law and Dispute Resolution

13.1 Governing Law: This Agreement shall be governed and construed, and all arbitrations hereunder shall be determined in accordance with the laws of the State of Oregon without regard to its conflicts of laws rules.

13.2 Dispute Resolution: Except as otherwise provided below, any controversy or claim arising out of or relating to this Agreement shall be submitted to final and binding arbitration before, and in accordance with, the Oregon Rules of Civil Procedure. All arbitrators shall have expertise in the subject matter of the dispute, and shall make all findings and determinations according to applicable rules of law and equity based on evidence properly admitted based on applicable rules of evidence. The arbitration shall be conducted in the county of Josephine County, Oregon. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. This provision is self-executing, and in the event that either Party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such Party notwithstanding said failure to appear. This clause shall survive the termination of this Agreement. All testimony, documents, findings, and the arbitrator’s written opinion shall be “Confidential Information.” The arbitrators shall award appropriate attorney’s fees and costs (including costs associated with the arbitration proceeds itself and any costs of collection) to the prevailing Party in any arbitration as more specifically set forth in Section 14.14 below.

13.3 Injunctive Relief: The Parties acknowledge that any breach of any obligations regarding confidentiality or non-infringement may result in irreparable and continuing damage to the injured Party for which there will be no adequate remedy at law. Each Party agrees that in
the event of such breach, the injured Party shall be entitled to injunctive relief and other equitable remedies in addition to all other remedies available at law.

14. **Miscellaneous**

14.1 **Assignment**: No Party shall assign, sublicense or otherwise transfer any rights under this Agreement except as elsewhere expressly provided in this Agreement without the prior written consent of the other Parties (which consent will not be unreasonably withheld). Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.

14.2 **Severability**: If any provision in this Agreement is held to be invalid or unenforceable, the provision shall be severed from this Agreement, and the remaining provisions shall be enforced according to their terms.

14.3 **Amendments and Waiver**: No term of this Agreement may be amended, or otherwise modified without the express written approval of the Parties. If a Party should waive, in whole or part, any breach of any provision of this Agreement or any Exhibit or Statement of Work, such Party shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

14.4 **Notices**: Unless otherwise provided, any notice required or permitted under this Agreement shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt or, if earlier: (i) three (3) days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail via airmail, postage prepaid; (ii) upon delivery, if delivered by hand; (iii) two (2) business days after the day of deposit with Federal Express or similar overnight courier, freight prepaid, if delivered by overnight courier; or (iv) two (2) business days after the day of facsimile transmission, if delivered by facsimile transmission with copy by first class mail, postage prepaid, to the following:

To TIG: **Technology Integration Group**  
10240 Flanders Court  
San Diego, CA 92121  
Attn: Response Center

To Customer **Josephine Community Library District**  
200 NW C Street  
Grants Pass, Oregon 97526  
Attn: Kate Lasky, Library Director

or to such other address or addresses as may hereafter be specified by notice given by any of the above to others.

14.5 **Headings; Construction**: The headings of the paragraphs are for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

14.6 **Counterparts**: This Agreement may be executed in two (2) or more counterparts, either by original signature or facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.7 **Facsimile Signatures**: Any signature page delivered electronically or by a fax machine or telexcopy machine shall be binding to the same extent as an original signature page, with
regard to any agreement subject to the terms hereof or any amendment thereto. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party that so request.

14.8 **Authorization:** Each Party’s execution and delivery of, and performance of its obligations under, this Agreement: (i) are within the power and authority of each Party; and (ii) have been duly authorized by all requisite corporate proceedings on the part of the Party (if any).

14.9 **No Third (3rd) Party Beneficiaries:** Nothing in this Agreement, expressed or implied gives any third (3rd) person any right, remedy, claim under, or by reason of, this Agreement. Any covenants, stipulations, promises or agreements in this Agreement shall be for the sole and exclusive benefit of the Parties.

14.10 **Interpretation:** The rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. This document is composed in the English language and all interpretations shall be done exclusively in English in accordance with their plain English translation. Any arbitration or litigation shall be conducted in English.

14.11 **Non-Solicitation/Hiring of Employees:** Neither Party shall, without the prior written consent of the other, solicit the employment of any personnel who performed work by reason of this Agreement or the work described hereunder, during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. The hiring of an employee of the other party who responds to a general advertisement for employment is not a violation of this provision.

14.12 **Force Majeure:** Neither Party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employee’s demands are reasonable and within the Party’s power to satisfy), acts of any governmental body, failure or delay of third (3rd) parties or governmental bodies from whom a Party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, equipment, or transportation, network outages, or power outages or blackouts (collectively referred to as a “Force Majeure Event”). Each Party shall use commercially reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure Event and shall immediately give written notice to the other Party of the existence of such event, the estimated time needed before such event is resolved, and all other pertinent information.

14.13 ** Entire Agreement:** This Agreement, considered together with the Statement of Work and any other Exhibits or Schedules attached hereto, and any agreements entered into concurrent herewith, constitutes the complete and exclusive statement of the agreement between the Parties, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

PC Specialists, Inc., dba Josephine Community Library District
<table>
<thead>
<tr>
<th><strong>Technology Integration Group</strong></th>
</tr>
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<tbody>
<tr>
<td><strong>Signature</strong></td>
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<tr>
<td><strong>Signature</strong></td>
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<tr>
<td><strong>Printed Name and Title</strong></td>
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<tr>
<td><strong>Printed Name and Title</strong></td>
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<tr>
<td><strong>Date</strong></td>
</tr>
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<td><strong>Date</strong></td>
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</tbody>
</table>
EXHIBIT A

STATEMENT OF WORK
Network Implementation

Statement of Work

Prepared for:
Josephine Community Library District
TIG Reference ID: #28815

Prepared by:
Chuck Dinsfriend, Sr. Account Executive
Phone: (503) 575 – 3425 x2433
Email: Chuck.Dinsfriend@tig.com
Fax: (541) 484 – 0135

Shawn Cismar, Sr. Network Engineer
Phone: (541) 242 – 1000 x2436
Email: Shawn.Cismar@tig.com
Table of Contents

I. ENGAGEMENT SUMMARY .......................................................................................................................... 1
   Project Overview and History ...................................................................................................................... 1

II. SCOPE OF WORK ...................................................................................................................................... 1
   Project Management ................................................................................................................................ 1
   Phase 1 – Design ..................................................................................................................................... 2
   Phase 2 – Configuration ............................................................................................................................ 2
   Phase 3 – Implementation .......................................................................................................................... 3
   Phase 4 – Testing and Validation .............................................................................................................. 3

III. ASSUMPTIONS ....................................................................................................................................... 4
   General Assumptions ................................................................................................................................. 4
   Out of Scope ............................................................................................................................................. 6

IV. CHANGE MANAGEMENT PROCESS ...................................................................................................... 6

V. PROJECT DELIVERABLES .......................................................................................................................... 6

VI. TERMS AND CONDITIONS ..................................................................................................................... 7

VII. PURCHASE PRICE AND ENGAGEMENT AGREEMENT ................................................................................. 9
   Purchase Price ......................................................................................................................................... 9
   Engagement Agreement ............................................................................................................................ 9

VIII. NEXT STEPS AND TIG TEAM ................................................................................................................ 10
    TIG Account Executive ............................................................................................................................ 10
    TIG Technical Resource .......................................................................................................................... 10
    Executive Management .......................................................................................................................... 10

Important Confidentiality Notice

The use of the information contained in this document is subject to the following conditions and restrictions:

- This document contains proprietary information belonging to Technology Integration Group and the Customer. Such information is supplied solely to the purpose of assisting explicitly and properly authorized readers in the proposed Customer solution.
- No part of its contents may be used for any other purpose, disclosed to any person or firm or reproduced by any means, electronic or mechanical, without the express prior written permission of Technology Integration Group and the Customer.
- The text and graphics are for the purpose of illustration and reference only. The specifications on which they are based are subject to change without notice.
I. ENGAGEMENT SUMMARY

Project Overview and History

Josephine Community Library District (“CUSTOMER”), has engaged Technology Integration Group (“TIG”) to configure new network hardware at each of their four (4) locations. The Main Branch will consist of a SonicWALL NSA2650 firewall which will connect to the Customer’s ISP, and all branch Internet traffic will route through it. All locations will consist of a SonicWALL SonicPoint ACe wireless access point (AP), and an Aruba 1950S layer 2 (L2) PoE switch, with the Main Branch having two (2) switches. The locations are;

<table>
<thead>
<tr>
<th>Branch</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grants Pass</td>
<td>200 NW C Street, Grants Pass, Oregon</td>
</tr>
<tr>
<td>Illinois Valley</td>
<td>209 West Palmer, Cave Junction, Oregon</td>
</tr>
<tr>
<td>Williams</td>
<td>20695 Williams Highway, Williams, Oregon</td>
</tr>
<tr>
<td>Wolf Creek</td>
<td>102 Ruth Avenue, Wolf Creek, Oregon</td>
</tr>
</tbody>
</table>

TIG’s Sr. Network Engineer will conduct a design session with JCLD to identify all configuration parameters, and configure the hardware to match the design parameters. The Sr. Network Engineer will configure the equipment remotely and be onsite to perform the implementation and cutover JCLD.

All hardware will be purchased as part of a separate quote, and is not included as part of this statement of work (SOW). The hardware purchase has been included as Exhibit B.

This engagement will be delivered in the following phases listed below:

Phase 1 – Design
Phase 2 – Configuration
Phase 3 – Implementation
Phase 4 – Testing and Validation

This Statement of Work (“SOW”) is subject to the terms and conditions and sets forth the specific business details regarding the services to be provided to Customer for this SOW. This SOW supersedes all prior communications between the parties concerning the specific details of the services, whether oral, written, electronic, or otherwise and is the binding contract between TIG and Customer (together the “Parties”).

II. SCOPE OF WORK

Project Management

TIG’s Project Management Office (PMO) will manage and implement the deployment of the services described in this SOW. Project Management will be provided for the duration of the Service, including a Project Manager (PM) who will have the primary responsibilities to conduct the project kick-off meeting, develop a project plan, schedule resources, and provide change management. TIG and Customer will each assign a project manager who will coordinate the activities to be performed under this SOW. The Project Manager for each party will serve as
the point-of-contact for all communications and any modification to the scope, requirements, or responsibilities under this SOW.

**Phase 1 – Design**
In this phase, TIG will perform the following tasks:
- Identify/validate all existing network configurations
- Identify and document network topology to include
  - VLANs
  - Subnets
  - IP Addresses and hostnames
  - DHCP
  - Wireless SSIDs (up to 3)
    - Security
    - VLAN
    - Captive Portal
  - Routing
  - VPN requirements
  - Port configuration requirements
  - Application and URL filtering requirements
- Create a network design document to include
  - High level network topology diagram
  - Network port mapping document
  - Network IP addressing document
- Validate physical hardware locations

**Phase 2 – Configuration**
In this phase, TIG will perform the following tasks:
- Initial hardware configuration
  - Enter initial IP settings (IP address, subnet mask, and default gateway)
  - Set passwords (enable secret and telnet [telnet will be disabled later])
  - Validate hardware boots successfully and without error
  - Upgrade IOS to recommended release
- Configure hardware per design
  - Switches
    - Configure VLANS
    - Configure management interface
    - Configure interfaces
    - Configure per VLAN spanning-tree protocol (MST)
    - Configure trunk interfaces (including VLAN pruning)
    - Configure LLDP
    - Configure local user database
    - Configure VTY interfaces for SSH only
    - Disable HTTP
    - Configure static, dynamic, and default routes
    - Configure message of the day (MOD)
    - Configure SNMP
  - SonicWALL:
- Configure security zones
- Configure VLANs
- Configure Subnets
- Create wireless VAPs
  - SSID
  - PSK
  - Bands
- Configure inter-zone communication policies
- Enable IPS
- Enable DPI
- Enable Malware protection

Phase 3 – Implementation
In this phase, TIG will perform the following tasks:
- Install firewall and switches in identified locations
- JCLD to install APs in identified locations
- Assist customer with cross connecting devices
- Power on all hardware and validate error free boot up

Phase 4 – Testing and Validation
In this phase, TIG will perform the following tasks:
- Validate connectivity to firewalls and switches management IPs
- Validate inter-switch communication
- Validate inter-VLAN routing
- Validate system interconnectivity
- Validate client connectivity
- Validate clients can connect to wireless
- Validate routing
III. ASSUMPTIONS

General Assumptions
The services specified in this statement of work are based on a close teaming arrangement between the Customer and TIG. In order to ensure that the project can be executed efficiently and in accordance with the scope presented in this Statement of Work, the scope is subject to the following assumptions listed below. If the assumptions used to develop the Statement of Work are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the Statement of Work, Service Levels and/or Purchase Price, as appropriate.

Customer Responsibilities
Customer agrees to complete all scope responsibilities identified in this section below:

- Customer will assign a main point of contact (Project Manager) to facilitate all project management for this SOW. Project Manager will be responsible for managing all activities on Customer’s part including:
  - Providing the TIG PM with a list of designated Customer personnel roles and responsibilities under this service engagement. Such personnel may include but is not limited to: architecture design and planning engineers, and network engineers.
  - Participate in scheduled project review meetings or conference calls, if required;
  - Providing access to facilities, systems and personnel required as required by this SOW;
  - Responding to all information requests, and providing all other information required by TIG for the completion of the Project.
  - Coordinate with any external third parties, such as in country Carrier/Telco activities, deliverables, and schedules.
  - Ensuring that TIG’s request for information or documentation needed for the project is provided within three (3) business days of TIG’s request, unless the parties agree to another period for response.

- Customer will provide administrator or super-user logons to host systems, or (alternatively) assign system administrator(s) to perform those logon activities on behalf of TIG technical personnel.

- Customer will provide TIG employees access to relevant systems and facilities as necessary to perform the Services, subject to Customer’s operational, legal, and security restrictions.

- Customer is responsible to have setup redundant power and will have adequate cooling in the current environment to accommodate the new systems to be installed.

- Customer will verify that all servers and/or workstations included in the scope of this activity are fully functional before TIG personnel begin installation and/or integration activities. Fully functional includes: operating system(s), database(s), application(s) and network(s) provided or supplied by Customer in connection with this project.

- Customer will ensure Local and Wide Area Network connectivity and correct address-to-name (and name-to-address) resolution are configured and operating properly before TIG personnel begin installation and/or integration activities.

- Customer will be responsible for all data and have a working, reliable, and recent backup available as a precautionary measure for any systems involved for this deployment should any data need to be restored.
TIG Responsibilities:

- TIG will assign a Project Manager for this SOW and the TIG Project Manager will be responsible for managing all TIG service activities and will serve as the central point of contact for Customer including:
  - Developing a high-level project plan using the timelines discussed in the project kickoff call;
  - Work with Customer and TIG project personnel to prioritize and plan the activities for the duration of this engagement;
  - Serve as the central point of contact for Customer;
  - Use both Customer and TIG resources, where applicable, to accomplish all tasks;
  - Report on project progress, tasks and risks from TIG team’s perspective;
  - Organize and conduct regular status meetings with appropriate stakeholders.
- If Customer requires additional skills outside of the skill set employed by the current TIG resource, TIG will apply a reasonable best effort to providing additional skill sets.
- If TIG is requested to take on additional responsibilities resulting in management ownership, or deliverables, TIG requires an addendum to this Statement of Work in the form of a change order.
- Unless otherwise stated in the Agreement all travel associated with this project will adhere to TIG’s travel policies. Reimbursable expenses for required travel, plus out-of-pocket expenses in support of this Statement of Work will be billed separately as actual expense incurred.
- All travel requires at least 10 business days to book. If project deadlines require travel in less time additional charges may apply.

Project Specific Assumptions

- Upon the completion of the Professional Services, Customer shall sign the Professional Services Project/Milestone Completion form. This signed form indicates that Customer acknowledges and accepts satisfactory completion of the services described herein. If Customer does not respond within seven (7) business days, the consulting services for the milestone or project will be considered accepted.
- Services do not include any additional applications not mentioned in Service Description. Assumes Customer’s LAN/WAN meets or exceeds manufacturer published specifications for architecture solution. Assumes Customer’s Virtual Infrastructure meets or exceeds manufacturer published specifications to accommodate any new applications described in this scope-of-work.
- All support cases due to OEM issues or bugs are considered out of scope and will be handled by the Customer. TIG can provide support, however any additional time will be invoiced in addition to the project price provided in this SOW.
- Customer responsible of all power and backup power
- Customer is responsible for meeting the minimum environmental requirements of the manufacturer
- Customer is responsible for all structured cabling
- Customer is responsible for all patch cables not identified in this statement of work
- Customer is responsible for mapping and labeling all cables
- Customer is responsible for reconnecting all patch cables during installation
- Customer is responsible for filing USAC Application Form 486 upon project kickoff
Out of Scope

All items not specifically defined in the scope above are considered out of scope for this Statement of Work. Any additional work requested must be requested in writing and will require the execution of a Change Order to be provided to Customer in writing. Change Order may result in additional cost. Any changes to cost will be clearly identified in the Change Order.

IV. CHANGE MANAGEMENT PROCESS

Any changes and/or modification to this Statement of Work must be done in writing and approved by both TIG and Customer. Some changes may result in a change to the project fees associated with this SOW and shall describe the requested modifications in detail including but not limited to scope and assumption changes, resource or schedule changes. Should the changes result in additional time or materials, TIG will provide to Customer in writing an estimated cost for approval before such costs are incurred. Approval from both a TIG Professional Services representative and a Customer representative is required in order for the change to take effect.

V. PROJECT DELIVERABLES

The following deliverables below will be created by TIG and provided to the Customer as part of this project.

<table>
<thead>
<tr>
<th>Deliverable(s)</th>
<th>Description(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>As-Built</td>
<td>As-built diagram showing device interconnectivity and system design parameters</td>
</tr>
<tr>
<td>Configuration Back Ups</td>
<td>Back up of running configurations of installed hardware</td>
</tr>
</tbody>
</table>
VI. TERMS AND CONDITIONS

This Professional Services Agreement is entered into by and between Technology Integration Group, Inc., a California corporation ("TIG") and Josephine Community Library District ("Customer") as of March 5, 2019: TIG shall provide those services (the "Services") described in any Statement of Work referencing this Agreement which is executed by Customer and accepted by TIG. Acceptance by TIG will be evidenced by return of a signed copy of the Statement of Work to Customer. The Statement of Work will incorporate, and be subject to, the terms and conditions of this Agreement. No changes to a Statement of Work shall be made except in writing and executed by authorized representatives of both parties.

1. Confidential Information: Customer acknowledges that the Proprietary Information and all information transmitted in connection with the performance of the Services, which is clearly marked as confidential, constitutes Confidential Information. TIG acknowledges that information transmitted by Customer, which is clearly marked as confidential, constitutes Confidential Information. Each party agrees that it will receive and maintain the Confidential Information of the other party in confidence and, except as provided herein, will not use the Confidential Information for its own benefit or disclose it or otherwise make it available to third parties. The parties will take reasonable steps to ensure that their employees, representatives and agents comply with this provision. Confidential Information will not include information which: (i) is or becomes publicly available; (ii) was known to the recipient prior to the time it was disclosed; (iii) is independently developed by its owner without restriction on disclosure; (iv) is independently developed by the recipient without breach of this Agreement; (v) is received from a third party without obligation of confidentiality. At the termination of this Agreement and upon request from the other party, all information marked as confidential shall be returned to the respective owner; (vi) is in the Customer's reasonable judgement required to be disclosed under Oregon public records law.

2. Ownership Rights of TIG: Unless otherwise set forth in the respective Statement of Work, the ideas, concepts, know-how or techniques developed during the course of this Agreement by TIG shall be the sole and exclusive property of TIG, subject to a royalty-free, full paid-up non-exclusive license to Customer, and may be used by TIG in any way it may deem appropriate. Unless otherwise set forth in the respective Statement of Work, all Deliverables, including without limitation any software, specifications, data, documentation, discoveries, improvements and inventions conceived, made or developed in the performance of this Agreement ("Proprietary Information") shall be the sole and exclusive property of Customer. TIG agrees to execute all documents necessary to fully secure and perfect Customer's interest in the Proprietary Information, including the filing of patent and copyright applications. TIG may elect to develop materials, which are competitive with Deliverables, which might be supplied to the Customer hereunder, irrespective of their similarity to such Deliverables.

3. Limited Warranty: TIG warrants that the services furnished hereunder shall be performed in a professional and workmanlike manner. This warranty will be valid for a period of ninety (90) days from performance of the services. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF WORK HERECUNDER, TIG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES SUPPLIED UNDER THIS AGREEMENT. TIG EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THESE SERVICES.

4. Limitation of Liability: IN NO EVENT SHALL TIG BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING ANY LOSS OF PROFIT, REVENUE OR DATA) ARISING OUT OF THE USE, PERFORMANCE OR FURNISHING OF ANY DELIVERABLES OR SERVICES, EVEN IF TIG SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
POTENTIAL LOSS OR DAMAGE, OR FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE CUSTOMER BY ANY THIRD PARTY. TIG's liability to the Customer for damages, from any cause whatsoever and regardless of the form of action, shall be limited to the remedies set out in this Agreement, but in any event shall not exceed the charges paid or payable by Customer under this Agreement for the particular Services or Deliverables from which the liability arises. Customer agrees that TIG will not have any responsibility or liability for hardware, software or other items or services provided by persons other than TIG or its subcontractors. No actions arising out of the performance of Services or the furnishing of Deliverables under this Agreement may be brought by either party more than two (2) years after the cause of action arises, except that an action for non-payment may be brought within two (2) years of the date of the last payment made hereunder.

5. Independent Contractor: Nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship or employment relationship between the Customer and TIG. Neither party has the right or authority to assume or create any obligation on behalf of the other party.

6. Insurance Requirements: TIG represents that it carries sufficient worker's compensation, public liability and property damage insurance to protect against related liability, which may arise in the performance of services specified on any applicable Project hereto.

7. Entire Agreement: The overall project contract, along with this Statement of Work, represents the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements, commitments, representations or communications regarding the subject matter of this Agreement and any Statement of Work. All terms other than references to this Agreement or those business terms necessary to process and complete an order, contained in any purchase order or other type of Order Form you may use will be considered void. Any modification to this Agreement must be in writing and signed by a duly authorized agent of both parties. In the event of a conflict between the provisions of a Statement of Work and the provisions of this Agreement, the provisions of this Agreement shall prevail. The laws of California, USA shall govern this agreement without regard to California conflict of laws provisions.

8. Non-Solicitation: The parties each acknowledge that they are both involved in a highly strategic and competitive business. The parties further acknowledges that the hiring party would gain substantial benefit and that the non-hiring party would be deprived of such benefit, if one party were to directly hire personnel employed by the other. Therefore, except as otherwise provided by law, neither party shall, without the prior written consent of the other, solicit the employment of any personnel who performed work by reason of this Agreement or the work described hereunder, during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. The parties agree that the damages resulting from breach of this provision are uncertain and that it would be impracticable or extremely difficult to ascertain the actual amount of the damages. Therefore, in the event either party violates this provision, the breaching party shall immediately pay to the non-breaching party an amount equal to US $25,000 for non-exempt employees and US $75,000 for exempt employees, as liquidated damages and the non-breaching party shall have the option to terminate this Agreement without further notice or liability. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated by the parties based upon the projected costs the non-breaching party would incur to identify, recruit, hire, and train suitable replacements for such personnel. If any court of competent jurisdiction determines that any part of this provision or Agreement is invalid, the remainder of this provision or Agreement will continue in full force and effect. The offending part will be interpreted to whatever extent possible to give effect to its stated intent.
VII. PURCHASE PRICE AND ENGAGEMENT AGREEMENT

Purchase Price
TIG will provide Professional Services which include the deliverables as described in this document for the price indicated below. It does not include any hardware, software or licenses. Travel related expenses incurred by TIG for this engagement are included in the quoted price. Quoted price below is valid for thirty (30) days from date of Statement of Work and does not include applicable sales taxes.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptance of SOW and Commencement of Project</td>
<td>$23,600.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$23,600.00</strong></td>
</tr>
</tbody>
</table>

Engagement Agreement
The signatures below indicate both parties’ agreement to the deliverables, assumptions, Terms and Conditions, billing estimates, expenses, and terms identified in this Statement of Work. This agreement will not be valid until TIG contacts Customer to validate that the Statement of Work meets the Josephine Community Library District’s needs in terms of scope and deliverables. Start of the Project will commence upon acceptance and signature of this Statement of Work.

Josephine Community Library District
________________________________________
Signature

________________________________________
Title

________________________________________
Date

Technology Integration Group
________________________________________
Signature

________________________________________
SVP of Professional Services

________________________________________
Title

________________________________________
Date

TIG Reference ID: #28815

______________________________
Customer PO Number*
(please provide a copy of the PO)

______________________________
TIG Opportunity Number
VIII. NEXT STEPS AND TIG TEAM

Please review the SOW and sign, date, and email and/or fax the completed document using the contact information below. Please provide a copy of the approved purchase order for this project. In the meantime if we can answer any questions, clarify any issues, or provide assistance of any kind, please do not hesitate to contact us directly:

TIG Account Executive
Chuck Dinsfriend, Sr. Account Executive
Phone: (503) 575 – 3425 x
Email: Chuck.Dinsfriend@tig.com
Fax: (858) 790-0042

TIG Technical Resource
Shawn Cismar, Sr. Network Engineer
Phone: (541) 242 – 1000 x2436
Email: Shawn.Cismar@tig.com

Executive Management
The individuals below will also support this professional services engagement and will meet to review any open issues and will provide Executive Leadership and oversight to the Account and PMO Team. This hands-on approach by our Senior Management will ensure prompt resolution of all issues that might arise, and demonstrates TIG’s total commitment towards the success of this contract.

Christian Rolland, Senior Practice Director, Enterprise Networking
Phone: (949) 753 – 1900 x1720
Email: Christian.Rolland@tig.com

Beth Elliott, Professional Services Delivery Manager
Phone: (800) 858 – 0549 x 4510
Email: Beth.Elliott@tig.com

Vince Lamb, Sr. VP of Professional Services
Phone: (800) 858 – 0549 x 3100
Email: Vince.Lamb@tig.com
## EXHIBIT B

### LIST OF HARDWARE/SOFTWARE/LICENSES

Josephine Community Library District

Model A Equipment List

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>TIG Quoted Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>HPE 1950-48G-2SFP+-2XGT-PoE+(370W) Switch</td>
<td>5</td>
<td>$1,422.92</td>
<td>$7,114.60</td>
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<tr>
<td>SonicWall NSA 2650 Network Security/Firewall Appliance</td>
<td>1</td>
<td>$1,768.43</td>
<td>$1,768.43</td>
</tr>
<tr>
<td>SonicWall Global VPN Client Licenses, 5 Pack</td>
<td>4</td>
<td>$170.23</td>
<td>$680.92</td>
</tr>
<tr>
<td>SonicWall Standard Support, 5 Years</td>
<td>1</td>
<td>$1,059.64</td>
<td>$1,059.64</td>
</tr>
<tr>
<td>SonicWall Gateway Anti-Malware, Intrusion Prevention</td>
<td>1</td>
<td>$2,122.82</td>
<td>$2,122.82</td>
</tr>
<tr>
<td>SonicWall SonicPoint ACe with PoE Injector, 5 yr support</td>
<td>4</td>
<td>$357.23</td>
<td>$1,428.92</td>
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<tr>
<td>HPE Support package for HP switch, 5 yr</td>
<td>5</td>
<td>$106.22</td>
<td>$531.10</td>
</tr>
</tbody>
</table>

**Total:** $14,706.43
BEFORE THE BOARD OF DIRECTORS
OF THE JOSEPHINE COMMUNITY LIBRARY DISTRICT

Resolution No. 2019-007

In the Matter of Authorizing the Technology Integration Group (TIG) Contract for Josephine Community Library District

WHEREAS, Josephine Community Library District has determined the need for the Internet Infrastructure Project to bring high-speed wired and wireless network infrastructure to JCLD’s locations, and

WHEREAS, JCLD qualifies for an 85 percent discount for internal network connections through the FCC E-rate program, and

WHEREAS, E-Rate competitive bids were received and evaluated for the Josephine Community Internet Consortium RFP #2018-04 E-Rate project, and

WHEREAS, all bids received were evaluated based on both quantitative and qualitative proposal content, services, experience, timeline, and pricing (with the price of E-rate eligible goods and services being the primary factor), and

WHEREAS, TIG was the selected bidder for the Category 2 providing the most cost-effective network hardware configuration and implementation portion of the E-Rate project, and

WHEREAS, TIG submitted a Professional Services Agreement to procure network components in the amount of $14,706 and to design, configure, implement, and test network hardware at all four library branches in the amount of $23,600, and which has been reviewed by library staff, E-Rate consultant, and library attorney; now therefore

The JOSEPHINE COMMUNITY LIBRARY DISTRICT BOARD OF DIRECTORS hereby resolves

1. Library Director Kate Lasky is authorized to sign the Professional Services Agreement with TIG, a copy of which is attached to this resolution and incorporated herein; and

2. Library Director Kate Lasky or her staff designee will direct and support the efforts of TIG to assist the district with its E-rate project, contingent upon the receipt of E-rate funding.

DONE AND DATED this 6th day of March, 2019.

______________________________  _________________________
Jennifer Roberts, Board Member     Judy Williams, Board Member

______________________________  _________________________
John Harelson, Board Member        Beecher Ellison, Board Member

______________________________
Laurel Samson, Board Member