AGREEMENT NUMBER: 50153

2020-2021
INTERNET ACCESS AGREEMENT
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

This Internet Access Agreement is hereby entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Newport-Mesa Unified School District, 2985-A Bear Street, Costa Mesa, California 92626, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide Internet access for up to 10 GB and support to DISTRICT at no cost in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2020, and ending on June 30, 2021, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and support pursuant to Section 1.0 of this AGREEMENT at no cost to the DISTRICT. SUPERINTENDENT receives Internet access at no charge from the California K-12 High Speed Network. DISTRICT shall be notified in writing if SUPERINTENDENT no longer receives Internet access at no charge at which time, SUPERINTENDENT will provide DISTRICT an itemized invoice. DISTRICT will have the option to pay the invoice or terminate this AGREEMENT at DISTRCIT'S discretion.

4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance for Internet access between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be DISTRICT'S employees.

6.0 HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand and every liability loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers

of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from every claim or demand and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

8.0 APPLICABLE LAW. The services completed herein must meet the approval of the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

9.0 ASSIGNMENT. Neither party shall subcontract or assign this AGREEMENT or the performance of any of the services set forth in this AGREEMENT without prior written approval of the non-assigning party.

10.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of sixty (60) days prior written notice to the other party.

11.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

12.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Newport-Mesa Unified School District
2985-A Bear Street
Costa Mesa, California 92626
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P. O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

13.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless

continue in full force and effect and shall not be affected, impaired or invalidated in any way.

14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: NEWPORT-MESA UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Administrator
DATE: _____	DATE: April 7, 2020

Newport-Mesa Unified SD -Internet (50153) 2021
Zip9