

Teaming Agreement for Services

Between

OARnet

And

The City of Gahanna

This Teaming Agreement (the "Agreement") is made and entered into as of the _____ day of December, 2012, (the "Effective Date") by and between The Ohio State University on behalf of the Ohio Academic Resources Network (OARnet), with offices located at 1224 Kinnear Road, Columbus, Ohio 43212 (herein after called "OARnet") and The City of Gahanna, with offices located at 200 South Hamilton Rd., Gahanna, OH 43230 (herein after called "The City of Gahanna"). OARnet and The City of Gahanna are each referred to in this Agreement as a "Party," and collectively as the "Parties".

Whereas, OARnet is the provider of the State of Ohio's backbone network, which supports education, research, healthcare and economic development initiatives throughout the state.

Whereas, The City of Gahanna is a branch of local government within the State of Ohio, and is interested in receiving connectivity and services from the OARnet network.

Whereas, OARnet and The City of Gahanna will work together under this teaming agreement to ensure the delivery of services as identified in the following Scope of Work.

1. SCOPE OF THE WORK

OARnet agrees to provide:

- Connection for The City of Gahanna from OCLC Westerville to the OARnet Neilston POP located at 251 Neilston St., Columbus, OH 43215
- One (1) Juniper 3200 switch installed at The City of Gahanna (200 South Hamilton Rd., Gahanna, OH 43230)
- Internet bandwidth (10 Mbps)
- One (1) Class C IP address space
- Management and technical support of the Ethernet Port Connections
- NOC support 7x24x365

The City of Gahanna agrees to provide:

- Payment for their invoices within 30 days based on fee schedule below
- Management for their IP space, as well as management and maintenance of their respectively owned equipment
- Application for its own AS# (Autonomous System Number)
- Point of contact to work with OARnet on the installation and support of the network services.

EXHIBIT A

2. FEE SCHEDULE.

OARnet:

<u>Type of Cost</u>	<u>Description</u>	<u>Price</u>
One-Time	Installation Fee	\$ 1,500.00
Monthly	Internet Service (10 MB at \$24 per megabit)	\$ 240.00
N/A	Juniper 3200 Switch	\$ 0.00

3. SHARED COSTS.

Each Party shall share in appropriate costs related to the network connections between The City of Gahanna and OARnet. All such costs must be approved by both parties in writing before work is performed or costs are incurred

4. REPORTING.

The City of Gahanna and OARnet shall meet at least quarterly initially to review the progress and activities undertaken due to any addenda effective that year, and to consider any needed modifications or amendments to this Agreement.

5. TERM AND TERMINATION.

5.1 The initial term of this Agreement between OARnet and The City of Gahanna shall begin upon the date that the Parties have executed this Agreement, as set forth above, and shall extend for 36 months.

5.2 This Agreement shall automatically renew for yearly terms unless one Party sends notice of non-renewal to the other not later than January 1 of the then current term.

5.3 The City of Gahanna may terminate by providing a thirty (30) day written notification if there are unresolved service or quality issues.

5.4 Either Party may terminate this Agreement if:

5.4.1 The other Party commits a material breach, and

5.4.2 The non-defaulting Party sends notice of such breach describing the breach with reasonable specificity, and

5.4.3 During the thirty (30) day period following notice thereof, the defaulting Party either:

5.4.3.1 Fails to cure the breach, or

5.4.3.2 Fails to present an acceptable plan for curing the breach.

5.4.2 The Party provides a ninety (90) day written notification to the other Party prior to the requested date of termination.

5.5 Either Party shall have the right to terminate this Agreement immediately, in whole or in part, upon written notice to the other if the other Party:

- 5.5.1 ceases to do business as a going concern;
- 5.5.2 makes an assignment of its assets for the benefit of its creditors;
- 5.5.3 is unable or admits in writing its inability to pay its debts as they become due;
- 5.5.4 becomes insolvent, suspends or abandons its business;
- 5.5.5 authorizes, applies for, or consents to the appointment of a trustee or receiver of all or a substantial portion of its assets;
- 5.5.6 files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization provisions of the laws of the United States;
- 5.5.7 court assumes jurisdiction over the assets of that Party;
- 5.5.8 loses its tax-exempt, non-profit status.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

The parties mutually understand and agree that they are at all times acting and performing as independent contractors under this Agreement. Each Party's employees shall not represent to third parties that they are employees or agents of the other Parties or is party to any form of partnership or joint venture with the other Parties.

7. CONFIDENTIAL INFORMATION.

If either party provides confidential information to the other or, if in the course of performing under this Agreement or negotiating this Agreement a party learns confidential information of the other, the receiving party shall, to the extent permitted by Ohio law, including without limitation, Ohio Revised Code Section 149.43 (a) protect the confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any case with at least reasonable care and (b) refrain from using such confidential information except in performing under this Agreement.

8. PUBLICITY.

The Parties may jointly develop and distribute periodic press releases addressing activities and initiatives under the Agreement. Neither Party will issue a press release that deals with the collaborative technology and services, or the relationship or collaborative activities of the Parties under this Agreement, without the prior written consent of the other.

9. NOTICES.

9.1 NOTICES TO OARNET.

- 9.1.1 The City of Gahanna shall provide all routine notices, announcements and other related communications electronically to OARnet, to any electronic mail address specified by OARnet.
- 9.1.2 All written notices required to be given by The City of Gahanna to OARnet under this Agreement shall be sufficient if delivered by one of the following methods: Certified Mail - return receipt requested, Courier Delivery, Hand Delivery, or Facsimile ("Fax") to OARnet at the address set forth or to such other address as OARnet has designated by notice to The City of Gahanna.

OARnet
ATTN: Pankaj Shah, Executive Director
1224 Kinnear Road
Columbus, OH 43212
Fax: 614-292-9390

9.2 NOTICES TO THE CITY OF GAHANNA.

- 9.2.1 OARnet may provide all routine notices or other communications electronically to The City of Gahanna, to the electronic mail address of Michael Andrako or to the address of any other staff member specified by The City of Gahanna to receive particular notices or communications.
- 9.2.2 All written notices required to be given by OARnet to The City of Gahanna under this Agreement shall be sufficient if delivered by one of the following methods: Certified Mail - return receipt requested, Courier Delivery, Hand Delivery, or Facsimile ("Fax") to The City of Gahanna at the address set forth or to such other address as The City of Gahanna has designated by notice to OARnet.

The City of Gahanna
ATTN: Michael Andrako, Deputy Director
200 South Hamilton Rd.
Gahanna, OH 43230
Fax: 614-342-4100
Michael.Andrako@gahanna.gov

All notices shall be effective on receipt.

10. GENERAL PROVISIONS.

- 10.1 CHANGES AND AMENDMENT. This Agreement may not be amended, and none of its provisions waived, except by written amendment executed by duly authorized representatives of all Parties.
- 10.2 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts executed and performed therein.
- 10.3 ENTIRE AGREEMENT. Except as otherwise stated herein, this document is the entire agreement of the Parties and supersedes all prior agreements and understandings with respect to the same subject matter. No other document, unless in writing and signed by an authorized representative of each Party, shall modify or add to the terms agreed to herein of this Agreement.
- 10.4 BINDING EFFECT. This Agreement shall be binding upon the legal representatives, heirs, employees, agents, affiliates, successors and assigns of the respective Parties hereto.
- 10.5 CHANGE IN LAW. By entering into this Agreement, the Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the Parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either Party may terminate this Agreement on thirty (30) days written notice to the other Party.
- 10.6 WAIVER. Any waiver by any Party of any act, failure to act or breach on the part of the other Party shall not constitute a waiver of such waiving Party of any prior or subsequent act, failure to act or breach by such other Party.
- 10.7 CAPTIONS. The captions used in connection with the sections and subsections of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern or limit, or in any manner be used to interpret the scope, meaning or intent of the provisions of this Agreement or any part thereof; nor shall such captions otherwise be given any legal effect.
- 10.8 THIRD PARTIES. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

- 10.9 **SEVERABILITY.** The Parties agree that if any part, term or provision of this Agreement shall be found illegal, invalid or unenforceable by any court of law, the remaining provisions shall be severable, valid and enforceable in accordance with their terms.
- 10.10 **FURTHER ASSURANCES.** Consistent with the terms and conditions hereof, each Party hereto shall execute and deliver all instruments, certificates and other documents and shall perform all other acts which the other Party may reasonably request in order to carry out this Agreement and the transactions contemplated hereby.
- 10.11 **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns; provide however that, no assignment hereof or licensing or assignment of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of each Party hereto.
- 10.12 **VENUE.** This agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.
- 10.13 **SURVIVABILITY.** This Agreement shall remain in effect and supersede any transition of responsibilities of OARnet to a 3rd party.
- 10.14 **SUCCESSORS.** This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- 10.15 **FORCE MAJEURE.** Neither party shall be in violation of this Contract, shall either party be liable to the other for damages, if it is prevented from performing any of the obligations hereunder for any reason beyond its reasonable control, including without limitation, natural disaster, act of God, war, strike, or governmental restrictions and control.

N WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement on the date set forth above.

PARTIES:

OARnet	The City of Gahanna		
By:	_____ By:		
Name:	<u>Pankaj Shah</u>	Name:	<u>Rebecca W. Stinchcomb</u>
Title:	<u>Executive Director</u>	Title:	_____
Date:	_____	Date:	_____

The Ohio State University

By:	_____
Name:	<u>Geoffrey S. Chatas</u>
Title:	<u>Sr. Vice President for Business and Finance & Chief Financial Officer</u>
Date:	_____