

### **COUNCIL ACTION FORM**

**SUBJECT:** IOWA COMMUNICATIONS NETWORK MASTER AGREEMENT FOR SHARED USE PROJECTS

**BACKGROUND:**

The City and the Iowa Communications Network (ICN) could potentially have a need for communications infrastructure (fiber optic cable) in close proximity along the same City right-of-way. This duplication of effort is an inefficient use of public resources.

A Shared Use Projects Agreement will allow for a much more efficient use of resources by providing a process for shared installation, use, and maintenance of communications facilities and services within the city.

The proposed Shared Projects Agreement between the City and ICN makes no financial commitments, but provides a process and framework to identify projects where sharing the costs and operations of communications facilities can be mutually beneficial to both parties. Each project that the parties agree to share will be an addendum to this agreement with terms of the cost sharing included. Specific project approval and funding will be through the normal budgeting process. The term of the agreement is 20 years.

An example of one potential project is a shared installation of fiber optic infrastructure along 13<sup>th</sup> Street from Interstate 35 to the Furman Aquatics Center and down Grand Avenue to City Hall. A project like this could provide communication services to medical facilities, traffic signals, and City facilities along this route, as well as ICN access to medical facilities.

**ALTERNATIVES:**

1. Approve the attached Shared Use Projects Agreement with the Iowa Communications Network.
2. Do not approve the Shared Use Projects Agreement.

**MANAGER'S RECOMMENDED ACTION:**

By approving Shared Use Projects Agreement, the City will be improving coordination and efficiency by sharing the installation and operations communications facilities.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

**AGREEMENT ## - ###**  
**MASTER AGREEMENT FOR SHARED USE PROJECTS**

THIS AGREEMENT is made on by and between the State of Iowa, Iowa Telecommunications and Technology Commission operating the Iowa Communications Network, (collectively the "ICN") and the City of Ames, Iowa ("AMES" or "CITY"). ICN and AMES may also be referred to as the "Parties" or "Party" as the context allows.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

This Agreement sets forth the initial terms and conditions which will apply to the ICN and CITY relating to the shared installation, use, and maintenance of communications facilities and services within the CITY of AMES, Iowa.

**SECTION 1. IDENTITY OF THE PARTIES.**

1.1 The Iowa Telecommunications and Technology Commission operating the Iowa Communications Network is authorized by Iowa Code Chapter 8D to operate a communications network in the State of Iowa. The Iowa Communications Network's address is 400 East 14<sup>th</sup> Street, Grimes State Office Building, Des Moines, Iowa 50319.

1.2 The CITY of AMES is a municipality and political subdivision of the State of Iowa incorporated in accordance with the relevant provisions of Iowa law. The CITY's Administration Offices location is: 515 Clark Ave, Ames Iowa 50010.

**SECTION 2. DEFINITIONS.** The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa.

2.1 "Agreement" means this document and any amendments to this document or any other documents specifically incorporated into this agreement by reference.

2.2 "Cable Locates" or "Locates" means the identification of utilities through the Iowa One Call Center (IOC) pursuant to Iowa Code chapter 480.

2.3 "Dark Fiber" means a number of fibers, normally expressed in number of glass strands unless otherwise stated, between two specified locations that have no optonics or electronics attached to it, thus no light/communications signal being transmitted through the fiber.

2.4 "Designated Fiber" shall mean the Fiber as identified in each Amendment, Appendix and Exhibit.

2.5 "CITY" means the CITY of AMES Iowa.

2.6 "CITY Duct" means a buried conduit or HDPE duct for the purpose of enabling the installation of one or more fiber optic strands installed by, owned by (jointly or individually) or allocated to the CITY, identified on the Exhibit(s) attached hereto.

2.7 "CITY Equipment" means facilities or equipment provided, owned or installed by CITY in, around or on the Designated Fiber.

2.8 "Fiber" means a glass strand or strands which is/are protected by a color-coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

2.9 "Fiber Segment" means the length of similar fiber and fiber count between designated access splice points.

2.10 "ICN" means collectively the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network.

2.11 "ICN Network" means the communications system operated by the ICN, as such systems exist now, and as it is modified from time to time.

- 2.12 “IRU” or “Indefeasible Right to Use” means the exclusive, unrestrictive and indefeasible right to use the relevant capacity (including equipment, fibers or capacity) for any legal purpose.
- 2.13 “Lit Fiber” means fiber-optic cable which is actively carrying a signal.
- 2.14 “Link Segment” means a specified length of fiber optic cable connecting two points. It may be a specified portion of a larger fiber optic cable network or it may be the entire network.
- 2.15 “OTDR” means Optical Time Domain Reflectometer which is the optical-fiber test instrument capable of measuring loss characteristics and displaying faults, splices, and other fiber events in single mode and multi-mode optical fibers.
- 2.16 “Other Fiber Owners or Lessees” means all others, either now or in the future, that obtain ownership of or lease rights to Dark Fiber strands or sheath.
- 2.17 “Proportional Share” shall mean the number of Fibers, for each the ICN and CITY, within the sheath.
- 2.18 “Re-locate” shall mean when it is necessary to Re-locate a current fiber facility to a different location.
- 2.19 “Restoration” shall refer to restoring fiber optic cable to service after damage or cut incident.
- 2.20 “Route Maintenance” related to cable and the route/right of way (ROW) shall refer to repair of areas of exposed cable or degraded ROW, for example due to erosion or poor initial installation.
- 2.21 “State” means the State of Iowa and all of its agencies, boards, and commissions, including the ICN.
- 2.22 “SUP” shall mean Shared Use Project as identified and described in each Amendment added to the Agreement.

### SECTION 3. SCOPE OF WORK.

3.1 Scope of Services. Each SUP performed under this agreement must be set forth, in writing, in a Scope of Services document, that will be incorporated into this agreement via an Amendment to this agreement, which shall be signed by both Parties.

3.1.1 Each SUP Scope of Services document shall at a minimum identify and address the following:

- CITY Project Number
- Location of the project
- Description of the project
  - Specific end points
  - Length of segment
  - Line drawings
- Duration of the term for the project.
- Fiber Route, fiber count, Fiber allocation and shall identify additional parties involved
- Fiber map
- Responsibilities of each Party
- Ownership of the fiber
- Fiber maintenance responsibility
  - If the ICN or the CITY are not providing maintenance and restoration, the amendment shall identify the service provider and the service levels for advance notice of maintenance activity and restoration times, in the event of a cable cut.
- Fiber repairs and restoration
- Telecommunication Services related to the SUP
- Project financials (costs and obligations)
- Which Party bears cost for future locates
- Which Party bears cost for future relocates

3.2 Amendments to Scope of Services and Specifications. The parties agree that a Scope of Services document referenced in sections 3.1 and 3.1.1 and the specifications contained therein may be revised, replaced,

amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards only upon the mutual written consent of the parties.

3.3 Industry Standards. All splicing services rendered pursuant to this agreement shall comply with the Standards set forth on Exhibit A attached ("Splicing, Testing and Acceptance Standards for single mode fiber") which is incorporated into this agreement by reference. All other services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Agreement and with generally acceptable industry standards of performance for similar tasks and projects. Any services performed in violation of these standards will be corrected at no cost to the affected Party, such that the services are rendered in the above-specified manner.

3.3.1 As a general practice, the Designated Fiber optic cable shall be buried versus aerial, unless determined by mutual agreement of the parties, to be more economically feasible for short sections; i.e. rock area.

3.4 ICN and CITY Contact procedures are listed in Exhibit B, Maintenance and Support Contacts and On Call Procedures, which are attached and incorporated into this agreement by reference. Upon the addition of each SUP Scope of Services document to the Agreement pursuant to sections 3.1 and 3.1.1, the Parties shall review the information contained in Exhibit B and update the information if necessary.

3.5 Non-Exclusive Rights. This Agreement is not exclusive. The ICN and CITY reserve the right to select other Vendors to provide services similar or identical to the services referenced in this Agreement or set forth in the Scope of Services documents referenced in sections 3.1 and 3.1.1 of this Agreement during the term of this Agreement.

3.6 ICN PROPERTY. Except as provided in a specific project attachment, the CITY shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any ICN property without the written consent of the ICN. The Parties agree that no party other than the ICN or a contractor under the direct supervision of the ICN shall be permitted to perform maintenance or splicing on the Fiber.

3.7 CITY EQUIPMENT. The CITY shall have sole responsibility for installation, testing and operation of CITY Equipment. The ICN shall not be responsible for the operation or maintenance of any CITY Equipment. The ICN shall not be responsible for the transmission or reception of communications or signals by CITY Equipment or for the quality of, or defects in, such transmission or reception.

#### SECTION 4: COMPENSATION.

4.1 Payment Terms. Upon completion of the services, duties and responsibilities that a party is required to provide under a SUP Scope of Services document referenced in sections 3.1 and 3.1.1, each party shall submit itemized invoices to the other party that identify the services provided in connection with the Scope of Services document and the amount claimed for the services provided. All approved invoices will be paid in arrears and in conformance with Iowa Code. Either party may vary the terms of this provision by paying the invoice in less than 60 days as provided in Iowa Code. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code. Any sums owed by the other Party shall be itemized and added to the invoice prior to submission. If either Party disputes the amount of any invoice, the Party will notify the other party of the dispute within 30 days of receipt of the invoice. Payment of the disputed amount may be withheld until the dispute is resolved.

4.2 The Compensation section of each Scope of Services document incorporated into this agreement via Amendment under section 3.1 and 3.1.1 above, attached to Master Agreement 15-109, shall be reviewed thereafter every 36 months from the initial date of execution.

4.2.1 When reviewing the Compensation section of each Amendment the value of services (e.g., locate services, internet bandwidth) and infrastructure (e.g., fiber optic cable, conduit) provided by ICN and CITY, both one-time and ongoing, shall be considered.

SECTION 5: TERM. This Agreement is effective upon signature of all parties and will continue for 20 years or until either Party provides notice as detailed in Section 10.

SECTION 6. COLLOCATION. To the extent that CITY wishes to collocate equipment in any ICN facility, the Parties shall enter into a separate collocation agreement for each site.

SECTION 7. EXCLUSION OF WARRANTIES. THE ICN MAKES NO WARRANTY TO THE CITY OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DESIGNATED FIBER, ANY FIBERS, OR THE SYSTEM, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

#### SECTION 8. INDEMNIFICATION.

8.1 The ICN and the CITY shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapters 669 and 670, indemnify and hold each other harmless from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the ICN and the CITY, respectively, while acting within the scope of the employee's office of employment in connection with the performance of this Agreement.

8.2 Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including indirect, special or consequential damages, based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Designated Fiber or the ICN Network; provided, however, that each party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other party to pursue any such action against such third party.

SECTION 9. LIMITATION OF LIABILITY. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability all claims for which damages are hereby specifically waived.

#### SECTION 10. TERMINATION.

10.1 Termination for Cause. In the event a breach of this agreement occurs, the non-breaching party may give written notice, pursuant to section 11.8, to the party that committed the breach, which notice shall advise that party of the specific facts and circumstances that constitute a breach of the agreement and further advise the party that it has 30 days to cure or correct the breach. If the breach is not cured or corrected at the end of this 30 day period, the non-breaching party shall have the right to terminate this agreement at the end of a 180 day period, which period shall start upon written notice, delivered to the party in breach pursuant to section 11.8, of the party's intention to terminate the agreement in 180 days.

10.2 Termination for Change in Law. Either party, ICN or CITY, shall have the right to terminate this Agreement without penalty by giving 180 days' written notice to the other party if one of the following events occurs: (a) Adequate funds are not appropriated or granted to allow the party to operate as required to fulfill its obligations under this Agreement; (b) Funds are de-appropriated or not allocated or if funds needed by the party, at the party's sole discretion, are insufficient for any reason; (c) The ICN's authorization to operate is withdrawn or there is a material change in the programs administered by the ICN; or (d) The ICN's duties are substantially modified.

10.3 Non-Availability of Funds. Notwithstanding any other provisions of this Agreement, if funds anticipated for the fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government or of the State of Iowa to appropriate funds or through discontinuance or material alteration of the program under which funds were provided, then CITY shall have the right to terminate this Agreement without penalty.

10.4 Disposition of Fiber Optic Cable. If CITY and ICN are the only Parties within the fiber sheath and in the event that a Party elects to permanently terminate the use of its Designated Fiber referenced in any document that has been attached to this agreement or incorporated into this agreement by reference, the cable sheath and associated components, splicing hardware and any installed underground conduit, all items previously described will be considered to be abandoned and ownership shall be offered to the other Party at no cost. If either Party

abandons the Fiber, the receiving Party shall be responsible for all costs associated with maintenance and operation of the cable, including all costs associated with any subsequent cable abandonment by the receiving Party.

## SECTION 11. CONTRACT ADMINISTRATION.

11.1 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All Amendments to this Agreement must be in writing and signed by both the ICN and CITY.

11.2 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the ICN and CITY.

11.3 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the ICN, the CITY, or the State of Iowa.

11.4 Integration. This Agreement, any scope of Services document, Schedule, Addendum, Amendment, Rider or Exhibit attached to this agreement or incorporated into this agreement by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.

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

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

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

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

If to the ICN: ICN – Contracting  
400 East 14<sup>th</sup> Street  
Grimes State Office Building  
Des Moines, Iowa 50319

If to CITY: CITY of AMES – City Clerk,  
515 Clark Avenue  
Ames, Iowa, 50010

Each such notice shall be deemed to have been provided at the earliest of the following: (a) at the time it is actually received; or (b) in the case of overnight hand delivery courier or services such as Federal Express with guaranteed next day delivery, within one day; or (c) in the case of registered U.S. Mail, within five (5) days; or when verified by automated receipt or electronic logs if sent by facsimile or email. Copies of such notice to each party shall be provided separately. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

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

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

11.11 Obligations beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement.

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

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

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

11.15 Taxes: State and Local. The parties are tax-exempt entities and no payment will be made for any taxes for any purpose.

11.16 Assignment and Delegation. Neither party to this Agreement shall assign, transfer or convey this agreement in whole or in part without the prior written consent of the other party.

11.17 Disposition of Duct and/or Fiber Asset. In the event that either party elects to permanently terminate the use of the Duct and/or Fiber Asset, the identified asset and associated components will be considered abandoned and ownership shall be offered to the other party at no cost. If either party enters bankruptcy or is sold, the terminating party will ensure that the new owner of the Duct and or Fiber Asset recognizes the rights of the remaining party. The remaining party will be offered the option to negotiate an agreement with the new owner or terminate this Agreement. In the event of any assignment or change in ownership, neither party shall be required to provide services to unauthorized or approved users, nor does one party have the ability to obligate the other party to responsibilities without their written approval.

SECTION 12. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**IOWA COMMUNICATIONS NETWORK**

*By:* \_\_\_\_\_

*Printed name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**CITY OF AMES**

*By:* \_\_\_\_\_

*Printed name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Date:* \_\_\_\_\_



## EXHIBIT A

### SPLICING, TESTING AND ACCEPTANCE STANDARDS for Single Mode Fiber

1. All splices will be performed with an industry-accepted fusion splicing machine as per ICN splicing specifications.
2. Splices will be qualified during the initial construction by the core alignment system on the fusion splicer.
3. After end-to-end (site-to-site) connectivity on the fibers, the installing contractor will complete bi-directional span testing. These measurements will be made after all cable installation activities are complete for each span. Connectors will be cleaned as necessary to ensure accurate measurements are taken.
  - Installed loss measurements at 1550nm will be recorded using an industry accepted laser source and power meter. Continuity testing (checking for “frogging”) will be done on all fibers concurrently.
  - OTDR traces will be taken at 1550nm and splice loss measurements will be analyzed. Bell Core format will be used on all traces, unless both parties agree to another OTDR format.
  - All testing, power levels and OTDR traces will be conducted at 1550nm.
  - Installing Agency will pay for the testing at the 1550 level.
  - OTDR traces shall be saved in a standard file naming convention.One set of OTDR traces will be provided to each the CITY and the ICN via electronic format.
4. The splicing standards are as follows:
  - The objective loss value of the connector and its associated splice will be 0.50 dB or less.
  - The objective for each Fiber within a span shall be an average bi-directional loss of 0.15 dB or less for each splice. For example, if a given span has 10 splices, each Fiber shall have a total bi-directional loss (due to the 10 splices) of 1.5 dB or less. Individual bi-directional loss values for each splice will be reviewed for high losses.
  - The aforementioned standards are objectives, not the basis for acceptance. The acceptance standard for each Fiber per span shall be calculated as follows:  
Span Loss = a (span distance in kilometers) + b (0.15 dB/splice) + c (0.50 db/connector)  
Where:
    - a = maximum fiber loss in dB per kilometer for the specific fiber type/manufacturer at 1550nm
    - b = number of splice locations for the span
    - c = number of connectors for the span
5. All connector splices will be protected with heat shrinks. Buffer tubes/ribbons will not be split across more than one splice tray. An industry accepted splice enclosure will be used on all splices.

### FIBER STANDARDS

**NOTE:** Single mode fiber shall meet the SMF-28 standard. If the fiber to be used is existing fiber, previously installed prior to 1996, the ICN will require the manufacture date of the fiber to ensure compatibility with the balance of the associated fiber and installation equipment.

**NOTE:** Multimode fiber shall meet the ISO 11801 standard .The ICN will need to know what classification of MM fiber it is, OM1 (62.5/125), OM2 (50/125), or OM3 (Laser-Optimized 50/125).

**NOTE:** As stated in 3.3.1 As a general practice, the Designated Fiber optic cable shall be buried versus aerial, unless determined by mutual agreement of the parties, to be more economically feasible for short sections; i.e. rock area.

EXHIBIT B  
Maintenance and Support Contacts  
and  
On Call Procedures

1. Points of Contact. The Parties agree to provide points of contact for purposes of efficient management of this Agreement, in accordance with the following.

1.1 The ICN's primary point of contact for the CITY is the ICN Service Desk: Phone 1-800-572-3940.  
The ICN NOC is staffed 24x7x365 days a year.

1.2. CITY Contacts:

Primary contact to CITY (Public Works Department)

Monday – Friday 8:00PM to 5:00PM Public Works Desk (515-239-5160)  
After Hours 5:00PM to 8:00AM Traffic Supervisor (515-203-0133)  
Escalation personnel:

Name: Damion Pregitzer  
Title: Traffic Engineer  
Email: dpregitzer@city.ames.ia.us  
Phone: 515-509-5189

1.3 The Parties shall provide notice of any change in the respective point(s) of contact within 15 working days by notification via written media.

1.4 Requests for service and information sent by CITY employees who are not specified point(s) of contact and/or received by ICN employees who are not specified point(s) of contact in Section 1.2 will be verified by the proper contacts of both parties before action is taken.

2. Trouble Reporting and Resolution. The ICN shall provide for the following trouble reporting and resolution procedures:

2.1 The ICN network is monitored 24 hours per day, 7 days per week, utilizing a centralized control center for real-time status and alarm conditions. The ICN network operations and maintenance are applicable to all services delivered by the ICN. The ICN Service Desk is the point of contact for trouble reporting. Call locally 725-4400 or toll free 1-800-572-3940. Phones are answered 24 hours per day. Following are service standards relative to operations and management of the network

2.1.1 Network Surveillance. The ICN shall observe, monitor, analyze and report on all operations of the ICN Network. The ICN will identify network failures, troubles or degradation of service on the ICN fiber. The ICN will monitor the fiber path, but not CITY traffic. The ICN will notify the CITY point(s) of contact of ICN network failures, troubles or degradation of service. Locate and dispatch technicians when the ICN network experiences failures, troubles, or equipment degradation. Troubles and adverse network conditions are reported to the ICN Maintenance Supervisor for escalation or assistance in trouble shooting the problem that has been identified.

2.1.1.1 Trouble Ticketing and Escalation Follow-up. Trouble tickets are opened within 10 minutes of any trouble reported by CITY, staff, or vendors. Troubles generated by network surveillance are opened within 20 minutes on major alarms or daily thresholds.

2.1.1.2 All network outages (i.e. fiber cuts) and platform outages (i.e. video platform, internet and firewall) will follow current ICN Standard Procedures for escalation and resolution.

2.2 Scheduled Maintenance Activities. Unless expressly stated elsewhere in this Agreement, all Parties whose network traffic may be impaired or affected during the scheduled maintenance will be notified 3 business days before a routine scheduled maintenance window will take place. In the event that an "Emergency Maintenance Window" is required, the ICN will give CITY as much advanced notice as possible. An emergency maintenance window is defined as repair work that is required to restore service that is not performing to engineered standards. If the scheduled maintenance day or time needs to be altered for CITY, every effort will be made to accommodate the request. The ICN will provide notification (via the ICN MaintList e-mail server system) of scheduled maintenance activities to CITY points of contact as maintenance windows are scheduled. CITY must provide the ICN with valid contact names and telephone numbers for daytime and after-hours contact. CITY must also submit their point of contact information for the ICN to add to the MaintList e-mail distribution system. Routine maintenance is scheduled to be worked between the hours of midnight and 6:00 AM and is not restricted to any one day of the week or weekend. The ICN will make every effort to assure that the least amount of disruption of service to our customers as the result of maintenance work being performed. The ICN also reserves the right to perform network maintenance as required for the common good of all users of the ICN network. Any maintenance activity that affects only one ICN customer will be scheduled and approved jointly with the affected customer. All other maintenance work will be performed by the ICN within its own discretion, within the timeframes stated within this section and within the notification guidelines also stated in this section, including the guidelines related to emergency maintenance.

2.3 Cable Locates. When any contractor or citizen of Iowa begins any type of excavating, they are required to inform the Iowa One Call Center (IOC). IOC will determine the location and call all utilities that may be affected. Based on the IOC notification, the IOC will dispatch from the locate desk maintenance personnel to the affected site. Such maintenance personnel will verbally clear the situation, physically mark the location, and/or stand by the construction site during digging. Measures to be used are determined by the proximity of the proposed digging to ICN/ CITY cable.

2.4 Notification of Service Impairments. If service disruptions or degradation of service of any type is detected through network surveillance, the ICN Service Desk will notify CITY point of contact or CITY Help Desk via phone or via written media, including electronic mail, on the disruption as soon as identified and affected customers are determined. The ICN Service Desk will give updates on reported or detected service disruptions or degradation as follows:

2.4.1 Customer updates will be given as requested for Network Outages (including fiber cuts) and Platform Outages (i.e. Internet) during the standard business hours of 8:00 AM until 5:00 PM Monday thru Friday. The customer can request continued updates for after hours if a contact name and telephone number is provided.

2.4.2 CITY is required to notify the ICN Service Desk at 515-725-4400 or 800-572-3940, of any planned outages that will impact the ICN and its ability to provide service to CITY or other authorized users. This notification must be provided at least 5 business days before the work is to be done unless it is an emergency.

2.4.3 24x7 access to CITY buildings, building demarcation points, communication closets, equipment rooms, and other locations where ICN delivers either ICN or LEC services is required to be provided by CITY to ICN technicians to insure service guarantees and response times to repair. Access may be arranged via the CITY Service Desk. Advance notice will be required for escorted access. If 24 x 7 access is not available to ICN technicians, ICN service guarantees and response times to repair will not be honored. Escorted Access will be provided to the ICN on a 24 x 7 basis. If ICN access to CITY facilities is necessary due to a CITY request or requirement, the ICN shall not be charged an escort fee.

2.5 Due to the urgent nature, trouble calls shall be made to the ICN Service Desk via telephone:

2.5.1 Local (within Des Moines calling region) at 515-725-4400.

2.5.2 Outside Des Moines calling region at 1-800-572-3940.

## 2.6 Customer Requested Escalations:

2.6.1 Other ICN inquiries, including but not limited to billing, account history, status of service installation, and existing services in production, are to be addressed to ICN Customer Service and Support (CSS) Phone 1-877-426-4692.

2.6.2 The ICN shall provide for trouble and inquiry resolution as follows: The ICN shall respond within 1 business day of an CITY escalation request with updates, plans and/or resolutions followed by written or electronic confirmation of the updates, plans and/or resolutions within 3 business days.

2.6.3 Other inquiries, as noted in 2.6.1 above, within 3 business days after receipt of the inquiry by the ICN, the ICN and CITY shall mutually agree to a upon the path to the inquiry resolution.

2.7 CITY and the ICN will conduct periodic review of problems and develop procedures for outage and problem discussion and service improvement efforts. Examples include but are not limited to: chronic and recurring problems and major outages.