

Iowa State University

EQUIPMENT PLACEMENT AGREEMENT

(ARA Research Project)

This Equipment Placement Agreement (“Agreement”) is entered into on _____, 2024, by the City Ames, Iowa (“**Ames**”), a municipal corporation organized and existing pursuant to the laws of the state of Iowa whose address for the purpose of this agreement is 515 Clark Ave. Ames, Iowa 50010, and Iowa State University of Science and Technology (“**ISU**”), whose address for the purpose of this Agreement is 1350 Beardshear Hall, Ames, Iowa 50011.

BACKGROUND

- A. Ames and ISU have an interest in exploring ways to improve rural broadband access by driving research, education, and innovation in rural broadband.
- B. ISU has a desire to install, operate, and observe User Equipment (“**UE**”) installed at various sites located on Ames owned property. Ames is willing to permit ISU to install, operate and observe the UE in accordance with the terms and conditions below.

TERMS AND CONDITIONS

1. **TERM.** This Agreement shall commence on _____, 2024, and expire on May 31, 2026, unless sooner terminated as described in this Agreement. Ames and ISU may mutually agree to extend the term of this Agreement in writing.
2. **PROPERTY DESCRIPTION; USE OF PROPERTY BY ISU.** During the term of this Agreement, Ames grants to ISU access to the property and designated areas within described in Attachment A (“**Property**”) for the purpose of installing, operating, and observing a UE as further described in Attachment A (“**Equipment**”) on the Ames Property UE Locations. Ames warrants that Ames owns the Property or has the rights necessary to grant use to ISU as provided herein.
3. **LIAISONS.** Each party shall designate in Attachment A a person to serve as a liaison with the other party.
4. **EQUIPMENT INSTALLATION AND USE.** ISU shall be responsible for procuring the Equipment. ISU and/or its contractor will install the Equipment on the Property, subject to receiving prior approval by Ames of the equipment and contractor selected to perform the work.. The specific location of the Equipment on the Property and the date and time of install shall be mutually agreed upon by the parties. ISU DOES NOT MAKE ANY WARRANTIES REGARDING THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Ames will allow the installed Equipment to be connected to the electrical services available within the Property and Ames will not bill ISU for electricity used, provided, however, that ISU shall pay the costs of any modifications to Ames’ Property that are necessary to allow the Equipment to be connected to electricity Ames shall not remove the Equipment from the Property or alter the Equipment in any way without the prior written consent of ISU.
5. **FEE.** ISU may use the Property for the purposes set forth in this Agreement at no charge.
6. **ACCESS.** Ames will allow ISU and/or its contractors to enter the Property, with prior approval from Ames staff, as necessary to access designated areas where the Equipment is located for the purposes of installing, operating, maintaining, repairing, and removing the Equipment. Ames and ISU shall mutually agree on date(s) and time(s) of ISU access to Property.
7. **MAINTENANCE OF THE EQUIPMENT AND PROPERTY.** ISU shall, at its expense, maintain and keep in good repair the Equipment during the term of the Agreement. ISU shall make no structural alterations

or improvements to the Property other than those stated in this Agreement. Ames shall be responsible for maintaining the Property that the parties agree may be utilized by ISU to install and access the Equipment.

8. REMOVAL OF EQUIPMENT. Unless the parties agree otherwise, upon termination or expiration of this Agreement, ISU and/or its contractor will remove the Equipment from the Property. ISU and/or its contractor shall be responsible for repairing any damage to the Property caused by such removal. If ISU or its contractor fails to remove the Equipment from the Property within 60 days following the termination or expiration of this agreement and if this agreement is not renewed, ISU agrees that Ames may remove the Equipment and shall bill ISU the actual costs of removal and restoration of the Property

9. DATA. ISU may access and monitor data generated by the Equipment remotely during the term of this Agreement, provided that the access or monitoring of data does not cause interference with Ames' equipment or operations. In the event interference with Ames' equipment or operations occurs, ISU shall make attempts to analyze the cause and cure such interference. If interference persists following 30 days of ISU receiving notice to cure, Ames may terminate this Agreement. Ames grants ISU permission to use data generated by the Equipment placed on Ames' Property during the term of this Agreement provided the data is anonymized and used for solely for the purposes of teaching, research, or education.

10.INSURANCE. Ames and ISU shall each keep its respective property interests in the Property and the Equipment and their liability with respect to them reasonably insured against hazards and casualties. Both parties recognize that ISU, as any agency of the State of Iowa, is self-insured. Each party hereby releases the other from claims for recovery for any loss or damage to any property owned by either party that is insured under valid and collective insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that the waiver shall apply only when permitted by the applicable policy of insurance or state law.

11. LIABILITY

(a) Ames assumes responsibility and shall pay for all property losses or damage or personal injuries arising out of Ames' breach of this Agreement or the negligent or wrongful act or omission of Ames or its/their employees or agents to the extent permitted by law.

(b) ISU assumes responsibility and shall pay for all property losses or damages or personal injuries arising out of ISU's breach of this Agreement or the negligent or wrongful act or omission of ISU or its employees or agents to the extent permitted by law.

12.TERMINATION OF THE AGREEMENT. This Agreement shall terminate upon expiration of the term unless earlier terminated. ISU may terminate this Agreement by giving Ames at least 60 days prior written notice. Either party may terminate this Agreement if the other party fails to cure a material breach within 30 days of receiving written notice of such breach from the non-breaching party.

13.FORCE MAJEURE. If a party's ability to perform an obligation of the Agreement is delayed for a reason beyond the reasonable control of the party ("**Force Majeure Event**"), then the time for performance as specified in this Agreement shall be appropriately extended by the time of the delay actually caused by such circumstances. The party claiming a Force Majeure Event shall promptly notify the other party in writing of the Force Majeure Event causing such delay.

14.NOTICE. Notices as provided for in this Agreement shall be given to the respective parties at the respective addresses designated on page one of this Agreement unless either party notifies the other, in writing, of a different address. Such notice shall be considered given under the terms of this Agreement when sent, addressed as above designated, by personal delivery or by U.S. Mail, Federal Express, United Parcel Service or similar reputable carrier.

15. MISCELLANEOUS. This Agreement (including Attachment A) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, whether written, oral, or implied. This Agreement shall not be modified without the written mutual consent of the parties. The failure of either party to require performance of any term or condition

of this Agreement by the other party shall not constitute a waiver to subsequently enforce such term or condition. The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Agreement that, by their nature, would continue beyond the termination of this Agreement shall survive such termination. ISU and Ames are independent contractors, and nothing in this Agreement creates any partnership or joint venture. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be construed in accordance with the laws of the State of Iowa, without giving effect to its conflicts of law provisions, and any litigation or actions commenced in connection with this Agreement shall be instituted in a court of competent jurisdiction in the State of Iowa.

16. AUTHORITY; COUNTERPARTS. Each of the individuals executing this Agreement on behalf of Ames or ISU represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement. This Agreement may be executed in any number of counterparts and delivered by electronic transmission in portable document format (PDF). The parties also consent (if applicable) to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (e.g., DocuSign, Adobe Sign).

**Iowa State University of Science
and Technology**

For the City of Ames, Iowa

By:

By:

Heather Paris,
Interim Vice President for Operations and Finance

John A. Haila,
Mayor

By:

Dr. Hongwei Zhang,
Professor, Electrical and Computer Engineering

**ATTACHMENT A
DESCRIPTION OF EQUIPMENT AND LOCATION ON PROPERTY; LIAISONS**

Description of Equipment:

For purposes of this Agreement, User Equipment (UE) means electronic devices such as radios, antennas, switches, and/or computers etc. placed by ISU on the Property that are or may be continuously or intermittently connected to the ARA Base Stations (BSes) administered by ISU.

Ames Property UE Locations:

Currently installed and proposed:

- SAM Water Tower Pump Station
- CyRide Bus (2)
- Ames Fire Department Fire Commander Vehicle

ISU may propose, via addenda to this agreement, additional sites to be considered for approval by Ames.

Liasions:

For ISU:

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