

**Service Contract
Between
Electric Plant Board
of the City of Russellville
and
Russellville Independent School District**

This contract for service is entered into this ____ day of _____, 2024 between the Electric Plant Board of the City of Russellville, here-in-after referred to as “EPB”, located at 165 East Fourth Street, Russellville, KY and the Russellville Independent School District, here-in-after referred to as “RISD”, located at 355 South Summer Street, Russellville, KY.

Whereas RISD has requested the EPB to provide dark fiber service between RISD’s High School and Middle School located at 1101 West Ninth Street, Russellville, KY, and RISD Board of Education located at 355 South Summer Street, and between RISD’s Stevenson Elementary School located at 1000 North Main Street; Russellville, KY and RISD Board of Education, and between the RISD Technology office located at 210 East Seventh Street, Russellville, Ky, and RISD Board of Education. The EPB hereby agrees to provide the requested service under the following terms and conditions:

1. Service will be provided using two (2) strands of fiber optic cable between each school location and the RISD Board of Education, and two (2) strands of fiber optic cable between the RISD Technology Office and the RISD Board of Education.
2. EPB will be responsible for the maintenance of its fiber optic cable between each location and the RISD Board of Education. In the event service between any of the locations and the RISD Board of Education is interrupted due to damage to the EPB’s fiber, the EPB will make reasonable effort to have service restored as soon as possible after being notified by RISD of an interruption of service.
3. Service is defined as the ability to pass light through the fiber optic cable from each school location to the RISD Board of Education.
4. RISD agrees not to hold the EPB liable for any monetary damages due to the loss or interruption of service that might occur due to acts, whether natural or caused otherwise.

5. RISD and the EPB agree that the point of demarcation shall be the patch panels located at each of RISD's location.
6. RISD agrees that the EPB's responsibility ends at supply side of the respective patch panels and that RISD is responsible for any equipment and all connections made on the receiving side of the respective patch panels that are required to transmit or receive light.
7. RISD agrees to pay EPB \$1100.00 per month for a contract period of sixty (60) months.
8. RISD will have voluntary twelve (12) month extensions at \$1100.00 per month for up to an additional three years following the initial contract period.

The effective date of this agreement shall be the _____ day of _____, 2024. In the event RISD should desire to terminate this agreement prior to the end of the term, RISD shall pay the EPB liquidating damages in the amount of \$550.00 per month for the remaining months of the agreement.

Agreed to by:

Russellville Independent School District

**Electric Plant Board of the
City of Russellville**

Kyle Estes, Superintendent

Dale Vowell, Superintendent

Attest

Attest