

CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 2025, by and between **BRANDENBURG TELECOM, LLC** (“Brandenburg”) and **HARDIN COUNTY BOARD OF EDUCATION** (“HCBE”).

WHEREAS, the parties to this Contract wish to enter into a long-term contract whereby Brandenburg will provide fiber necessary to allow HCBE to attach the appropriate electronics, that will provide the bandwidth ~~is~~ necessary and required by HCBE (“Dark Fiber Service”). Accordingly, the parties hereby agree as follows:

1. Brandenburg agrees to provide Dark Fiber Service to the following HCBE locations:

- A. Hardin County Board of Education
- B. Bluegrass Middle School
- C. East Hardin Middle School
- D. East Hardin Middle School Annex
- E. West Hardin Middle School
- F. North Middle School
- G. G.C. Burkhead Elementary
- H. Cecilia Valley Elementary
- I. Lincoln Trail Elementary
- J. Lincoln Trail Elementary Annex
- K. Radcliff Elementary
- L. Rineyville Elementary
- M. Vine Grove Elementary
- N. Creekside Elementary
- O. Meadow View Elementary
- P. Woodland Elementary
- Q. Heartland Elementary
- R. North Park Elementary
- S. North Hardin High School
- T. Central Hardin High School
- U. Early College & Career Center
- V. College View Center
- W. HCS Division of Building & Grounds
- X. HCS Transportation

2. HCBE will pay a monthly fee for the Dark Fiber Service of Eighteen Thousand, Seven Hundred Sixty Dollars and Ninety-Four Cents (\$20,466.48). At HCBE's option, if, at any time during the term of this Contract HCBE elects to add an additional location, said additional location will be at a monthly fee commiserate with the same pricing (\$852.77 per location).

3. HCBE is currently reimbursed Eighty Percent (80%) of the monthly fee set forth in Paragraph No. 2 above, by and through the Federal E-RATE Reimbursement Program. The parties agree that should the Federal E-RATE Reimbursement Program be reduced such that less than Fifty Percent (50%) of the monthly contract obligation is reimbursed to HCBE, then and in that event HCBE may immediately terminate this contract with Brandenburg without any further obligation, including fees or penalties of any kind. Likewise, in the event sufficient funds are not appropriated and budgeted by the appropriate governing body or are not otherwise available in any fiscal period for payments under this Contract, HCBE shall immediately notify Brandenburg of such occurrence and provide evidence of such non-appropriation with a written certification from counsel. In the event of such occurrence and appropriate notice, the scheduled payments under this Contract shall terminate on the last day of the fiscal period for which funds are available, without any penalty or extra expense to HCBE.

4. The Hardin County Schools Annex Building shall be the hub for all sites to be connected.

5. The initial term of this contract is for a period of Five (5) years, beginning July 1, 2025 and ending June 30, 2030. Upon the conclusion of the initial Five (5) year term, this contract shall automatically renew for an additional Five (5) year period. Provided, however, HCBE reserves the right to terminate this contract at its sole discretion by providing written notice not to renew the contract, with said notice being provided on or before May 1, 2030. Either party may cancel the agreement at any time for cause, or may cancel without cause on 30 days written notice.

6. If Brandenburg fails to provide Dark Fiber Service to any building specified in Paragraph No. 1 above, HCBE shall give Brandenburg written notice of this deficiency. If Brandenburg fails to remedy this problem within One Hundred Eighty (180) days of receipt of written notice, HCBE may terminate this contract immediately and shall have no further financial obligation to Brandenburg.

7. If HCBE determines in its sole discretion that Brandenburg has failed to provide quality Dark Fiber Service, HCBE shall give written notice of the deficiency to Brandenburg. If the deficiency is not remedied by Brandenburg within Sixty (60) days of receipt of written notice of said deficiency, HCBE shall have the right in its sole discretion to terminate this contract without any further obligation to Brandenburg.

8. HCBE reserves the right to add additional schools or buildings to this contract. In that event, Brandenburg would be entitled to charge reasonable expense of installation charges as to the additional building, with said charges to be estimated and provided to HCBE in advance. Specifically, Brandenburg will be entitled to charge HCBE installation

charges equal to the time and materials required for the Dark Fiber Service build-out, plus the cost of any required equipment.

9. Brandenburg shall use existing poles on HCBE property and follow existing communication routes into the building where possible. Existing conduits will be reviewed before any trenching or burrowing of new routes occurs. If new entries are required into HCBE grounds or buildings, Brandenburg will follow national and state electric codes and gain pre-approval by the HCBE Director of Facilities and Director of Technology/Computer Operations Manager. Brandenburg will be solely responsible for all physical infrastructure changes required by any governmental agency, and will adhere to all local, state and federal laws and regulations.

10. Brandenburg will be solely responsible for any ancillary costs, including application fees, right-of-way acquisition expense, pole rental agreements, pole attachment agreements, permits, or other expense that is a prerequisite to providing the Dark Fiber Service.

11. Brandenburg will be solely responsible for repair and maintenance of the Dark Fiber Service, including Brandenburg's hardware or equipment necessary for same, unless it is determined that HCBE is directly responsible for damage to the Dark Fiber Service.

12. Brandenburg agrees to provide HCBE with a telephone number in the event the Dark Fiber Service is compromised or is unavailable, and Brandenburg agrees that phone number will be monitored on a 24-hour basis. Further, Brandenburg agrees that it shall provide staffing sufficient such that repairs in the event of disruption of Dark Fiber Service will be commenced within Two (2) hours of the outage being reported to Brandenburg.

13. In the event of prolonged loss of service extending over a period of Eight (8) hours at any school or building, with the exception of a loss of service that is a result of natural disaster, Brandenburg will provide HCBE a pro-rated credit based on the length of time of the outage for each school or building that was affected.

14. As far as the specifics of the Dark Fiber Service, Brandenburg shall provide a minimum of Two (2) strands of single mode fiber with LC connectors which will be handed off at each of HCBE's locations. Brandenburg's fiber will be home run from each outlying site to the Hub Site. Brandenburg will provide all necessary termination materials to connect to HCBE's equipment. All Brandenburg's fiber strands will be terminated in a rack or wall mounted FTTP at each location. Brandenburg's single mode fiber will support speeds up to 40 Gbps. HCBE will be responsible for lighting the fiber. Brandenburg's fiber will pass all National Exchange Carrier Association (NECA) and Fiber Optic Association (FOA) fiber optics requirements and will be tested and the results of the test given to HCBE. Brandenburg will only provide Layer 1 connectivity. Brandenburg shall in no way place restrictions on the content, data or data types that may be transmitted across the fiber network. Brandenburg shall not sniff or inspect any data that is transmitted by HCBE without the express written consent for each instance and only for the purposes of troubleshooting networking related issues.

15. In the event either party initiates legal action arising out of a breach or alleged breach of this Contract, the prevailing party in such action shall be entitled to recover its

reasonable attorney fees, expenses, and costs related thereto.

16. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this agreement and its terms. Any suit, action, or other proceeding concerning this Contract shall be filed in Hardin Circuit Court, in Hardin County, Kentucky.

17. Written notice shall be provided by regular and certified mail as follows:

If to HCBE: Superintendent of Schools
65 W. A. Jenkins Road
Elizabethtown, Kentucky 42701

If to Brandenburg Telecom, LLC: _____

The parties agree to be bound by the terms and conditions herein set forth as evidenced by their signatures affixed hereto.

Brandenburg Telecom LLC:

Hardin County Board of Education:

Signature

Signature

Print

Print

Title

Title

Date

Date