

SERVICE AGREEMENT BETWEEN
SOUTHWEST MINNESOTA STATE UNIVERSITY And
MARSHALL COMMUNITY SERVICES / CITY OF MARSHALL

THIS SERVICE AGREEMENT is entered into by and between Southwest Minnesota State University hereinafter referred to as UNIVERSITY and the City of Marshall, hereinafter referred to as CITY, witnesseth that:

WHEREAS, the CITY has need of network facilities for purposes of obtaining Internet access for its Studio One service housed at the UNIVERSITY, and

WHEREAS, the UNIVERSITY is willing to provide network facilities as set forth herein,

WHEREAS, the UNIVERSITY and the CITY have split the costs of necessary network facilities installations costs in 2016,

NOW THEREFORE, it is therefore agreed by and between these parties that:

I. The UNIVERSITY shall:

- A. Provide network facilities to CITY for its Studio One service located at the UNIVERSITY. These facilities will include two active data ports, phone service and phone.
- B Southwest Minnesota State University will invoice CITY on a quarterly basis for a sum of **\$250.00** at the end of each quarter for services rendered; for a total not to exceed **\$1,000.00 for the period July 1, 2019 to June 30, 2020.**

II. CITY shall:

- A. Provide all equipment necessary to utilize the network facilities described above.
- B. Compensate the UNIVERSITY at the rate of **\$250.00** each quarter during the AGREEMENT timeline, beginning **July 1, 2019.**

III. TERM OF AGREEMENT:

This agreement shall be effective from **July 1, 2019 through June 30, 2020.** This agreement may be renewed upon mutual written agreement. Terms and conditions of subsequent annual agreements will be determined between the UNIVERSITY and CITY by June 1 of the current agreement year.

IV. AUTHORIZED AGENT:

The UNIVERSITY's authorized agent for the administration of this agreement shall be its Chief Information Officer.

V. AMENDMENTS:

Any amendments to this agreement shall be in writing and executed by the authorized signatories for each party.

VI. LIABILITY AND INSURANCE:

CITY and UNIVERSITY will be responsible for their own acts and behavior and the results thereof. The University's liability is governed by the Minnesota Tort Claims Act, Minn.Stat. 3.736.

VII. ASSIGNMENT:

CITY shall neither assign nor transfer any rights or obligations under this contract without prior written consent of the UNIVERSITY.

VIII. CANCELLATION:

This contract may be cancelled by the UNIVERSITY or CITY at any time, with or without cause upon thirty (30) days written notice to the other party.

This contract shall be interpreted pursuant to the Laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby:

**SOUTHWEST MINNESOTA
STATE UNIVERSITY**

CITY OF MARSHALL

By: _____

By: _____

Title: V.P. for Finance & Administration

Title: _____

Date: _____

Date: _____