



# Highline Public Schools Board Action Report

Supports the Strategic Plan

DATE: September 3, 2020

FROM: Dr. Susan Enfield, Superintendent

LEAD STAFF: Mark Finstrom, Chief Technology Officer

For Introduction: 9/9/2020 For Action: 9/9/2020

**I. TITLE** Interlocal Agreement with City of Burien - CARES Act Program

**II. WHY BOARD ACTION IS NECESSARY** Purchase exceeds policy limitation without board announcement

### III. BACKGROUND INFORMATION

This item is necessary for District to partner with City of Burien to provide Internet Essentials Program for up to 1500 Burien families attending Highline schools for 12 months, with a possible two additional months free. Intro and action at this time allows us the necessary time to meet the final billing to City of Burien by October 16, 2020 for reimbursement.

This item is necessary and routine for approval at this time; this item is necessary because interlocal agreements must be approved by the school Board as the governing body of the district; and routine because the School Board regularly approves interlocal agreements..

### IV. RECOMMENDED MOTION

I move that the Highline School Board approve the partnership to align with Digital & Media Literacy Strategic Goal.

### V. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be (amount and source including fund Example - \$522,000 from general fund Title 1 revenue).

District cost - \$200,000 (cost per account \$9.95/month plus tax) reimbursable by City of Burien in October 2020

The revenue source for this motion is CARES Act budget.

Expenditure:  One-time  Annual

### VI. APPLICABLE POLICY(S)

This action is in compliance with the following:

### VII. ALTERNATIVES

No board action would result in failure to equitably serve students that could not otherwise afford Internet service.

### VIII. COMMUNITY ENGAGEMENT

Community Engagement Required:  Yes  No

If yes, list community engagement conducted for this issue

### IX. POLICY MONITORING PLAN

This  new or  revised policy will be monitored by the School Board:

Quarterly  Semi-Annually  Annually  Not Applicable

The metrics that will be used to monitor this policy include: \_\_\_\_\_

**X. ATTACHMENTS**

Interlocal Agreement between City of Burien and Highline School District

TMobile USA Quote for Service

AT&T Quote for Service

Verizon Quote for Service

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BURIEN AND HIGHLINE SCHOOL DISTRICT  
For Internet Essentials Program (CARES Act funds)**

THIS INTERLOCAL AGREEMENT (“Agreement” or “ILA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”) by and between Highline School District (“District”) and the City of Burien, Washington, a noncharter optional municipal code city (“Burien”), and collectively referred to as “Parties.”

**RECITALS**

WHEREAS, RCW Chapter 39.34 (Interlocal Cooperation Act) permits government units to use their powers by enabling them to cooperate with other government entities based on mutual advantage and to provide services and facilities for the effective and efficient benefit of the government entities’ residents; and

WHEREAS, the Parties are authorized to enter into agreements with one another to maximize available opportunities by cooperating to benefit and improve the health and welfare of their communities; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the spread of the novel coronavirus (COVID-19); and on March 13, 2020 President Trump declared a national emergency due to the COVID-19 outbreak nationwide; and

WHEREAS, in response to the COVID-19 pandemic, the District will be starting with a full distance learning model in the Fall 2020, which necessitates families to have internet access; and

WHEREAS, the City of Burien has received federal Coronavirus Relief Funds (CARES Act) funding from the Washington State Department of Commerce to assist Burien residents with impacts from COVID-19; and

WHEREAS, the Highline School District is working with Comcast to offer internet services at no charge to low income Burien school families through the Internet Essentials program and with other internet access providers to provide wireless ‘hotspots’ in the Burien area; and

WHEREAS, the City of Burien desires to allocate some of its CARES Act funding to the District to pay for the Internet Essentials program for eligible families for the 2020-2021 school year to help provide them some relief from COVID-19 impacts; and

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between Burien and the District as follows:

I. Highline School District Responsibilities

- A. The District shall execute a Sponsored Service Agreement with Comcast for participation in the Internet Essentials Program for a 12 month period. Such agreement makes District a sponsor to pay for approximately 1,500 accounts for eligible families for internet services for 12 months, with the possibility of two additional months free. The cost per account is \$9.95/month plus applicable taxes, which will be paid by the District and reimbursed by Burien. Burien's allocation for this program is \$200,000.
- B. District shall provide advertising and outreach to eligible District families about the Internet Essential Program and assist them with sign-up for the program. Eligible families are those residing in Burien and attending a District school, who participate in the free and reduced lunch program or are part of McKinney Vento program. Families must live in Comcast's service area, and be a new Comcast internet customer or an existing Internet Essentials customer.
- C. District agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analysis, issued by the District describing programs or projects funded in whole or in part with federal funds under this agreement, shall contain the following statements:
  - "This project was supported by a grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."
- D. District shall provide a list of eligible families who have applied for the program to Comcast, who provides a promotional code to the District, who in turn provides it to the family. Such promotional code sets up an account that provides access to the internet for the 12 month period, with the possibility of two additional months free. In addition, Comcast will mail required equipment directly to the family for set-up at no additional charge.
- E. District pays Comcast in advance for the full 12 month period for the estimated number of accounts for the program.

- F. District shall invoice Burien, and Burien will only reimburse, for committed accounts with promotional codes issued prior to October 15, 2020. Final invoice shall be submitted to Burien by October 16, 2020.
- G. District shall not invoice Burien for services performed under this Agreement, if District is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- H. If a family moves out of the District during the 12 month period, their remaining Comcast Internet Essentials account period may be transferred to another eligible District family.
- I. Due to time constraints and limited staff resources, if not enough families sign up to meet the deadlines above, any remaining City allocated funding may be used to reimburse the District for wireless 'hotspots' they have set up in the Burien area for District families with Comcast and/or other internet access providers.
- J. District will provide a final report to Burien by October 30, 2020 on the number of families served by this Internet Essentials program, number and location of 'hotspots' reimbursed, and any other pertinent information.

II. City of Burien Responsibilities

- A. Burien will assist in providing advertising and outreach to eligible District families about the Internet Essential Program.
- B. Burien has allocated up to \$200,000 in their CARES Act funding from the Washington State Department of Commerce for this program.
- C. Burien will reimburse District for committed accounts with issued promotional codes obtained prior to October 15, 2020, and potentially 'hotspots' provided for use by Burien families, up to an amount of \$200,000. The final District invoice is due to Burien by October 16, 2020.

III. Funding

Funding for this Agreement is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency concerning the Coronavirus Disease 2019 (COVID-19). The funds are from the US Department of the Treasury and are being passed through the Washington State Department of Commerce to Burien. The CFDA number for these funds is 21.999. Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. Are necessary expenditures incurred due to the COVID-19 public health emergency; and
2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. Are expenditures incurred during the period March 1, 2020 to October 16, 2020.

IV. Requirement to report potentially duplicative funding

If the District currently has other active awards of funds from or through Burien, or if the District receives another award during this award's period of performance, the District must determine promptly whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the District must promptly notify Burien in writing of the potential duplication, and, if Burien requests must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding.

V. Indemnify and Hold Harmless

Each Party agrees to defend, indemnify and hold the other Party, its agents, counsel, directors, employees, officers, officials (appointed or elected), representatives, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, court costs, and expenses, arising out of or resulting from user's negligent or intentional acts, errors, or omissions in the performance of this Agreement. In the event of such claims, injuries, damages, losses or suits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

The State of Washington Department of Commerce and the State of Washington are not liable for claims or damages arising from the Parties' performance of this ILA.

VI. Debarment

- A. The District certifies by signing this Agreement that to the best of its knowledge and belief that it:

1. Is not debarred, proposed for debarment, declared ineligible, suspended, or voluntarily excluded from covered transactions by any federal department or agency.
  2. Has not within the three years preceding this Agreement, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Has not been indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  4. Has not within the three years preceding the signing of this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the District (of any tier) is unable to certify to any of the statements in this Agreement, the District shall attach an explanation to this Agreement.
- C. By signing this agreement the District agrees that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, declared ineligible, suspended or voluntarily excluded from participation in this covered transaction.
- D. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction.

#### LOWER TIER COVERED TRANSACTIONS

1. By signing this agreement, the lower-tier District certifies that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, suspended, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. If the lower-tier District is unable to certify to any of the statements in this Agreement, such contractor shall attach an explanation to this Agreement.

#### VII. Termination of Agreement

Either party to this Agreement may terminate this Agreement at any time by giving the other party at least thirty (30) calendar days written notice of the party's intention to terminate

the ILA provided, however, that this ILA may be amended by mutual written consent.

VIII. Revisions to Agreement

Revisions to the ILA are valid with the Parties' prior mutual written consent.

IX. Term

This Agreement shall commence on the Effective Date noted above and end on October 30, 2020.

X. Interagency Team

According to RCW 39.34.030(4)(a), each party must appoint an Agreement Administrator to the Interagency Team to administering this ILA. The District designates *Mark Finstrom, Chief Technology Officer*, and Burien designates *Eric Christensen, Finance Director*, to serve as their respective Agreement Administrators. This ILA does not create a separate legal or administrative entity, and consequently is being administered consistent with RCW 39.34.030(4).

XI. Dispute Resolution

In the event of a dispute between the Parties arising under this ILA, the Burien Finance Director and the District Chief Technology Officer shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) calendar days from notice, the Burien City Manager and the District Superintendent shall meet to attempt to resolve the dispute within sixty (60) calendar days from notice. If they are unable to resolve the dispute within ninety (90) calendar days from notice, the Parties shall submit the dispute to a mutually agreed-upon private arbitrator for a binding resolution. If the Parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the King County Superior Court, with costs of arbitration borne equally. Each party will be responsible for its attorneys' fees and costs related to said arbitration.

XII. Miscellaneous

- A. Entire Agreement. This ILA is the entire agreement between the Parties and no other agreements, oral or otherwise, regarding the subject matter of this ILA, shall be deemed to exist or bind either of the Parties. Either party may request changes to the ILA. Proposed changes that the Parties mutually agree upon shall be incorporated by written amendments to this ILA.
- B. The Parties do not provide and disclaim any and all expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.



C. Record Keeping and Reporting

- i. The Parties shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by Parties to ensure the performance of this Agreement.
- ii. These records shall be maintained for at least seven (7) years after termination of this Agreement unless permission to destroy them is granted by the office of the archivist under RCW Chapter 40.14 and by both Parties.
- iii. This Agreement incorporates by reference the audit requirements of 2 CFR Part 200, Subpart F. The Parties agree to meet their burdens under these requirements.

D. Discrimination Prohibited. The Parties shall not discriminate against any employee, an applicant for employment, or any person seeking the services of the Parties to be provided under this Agreement based on age, color, creed, gender, gender expression, gender identity, gender preference, marital status, military or veteran status, national origin, families with children, race, religious beliefs, sexual orientation, sexual preference, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business.

E. Applicable Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.

F. Nothing herein shall be interpreted to create any right or liability for any person or entity not a signatory to this Agreement.

G. The Parties are independent entities and nothing in this Agreement creates any agency or employer-employee relationship between the Parties or any member of the party's staff.

H. Any notice given by the Parties to the other under the provisions of, or for, this ILA shall be in writing, delivered in-person or by certified mail to the following addresses:

Highline School District  
ATTN: Mark Finstrom, Chief Technology Officer  
15675 Ambaum Blvd. SW  
Burien, WA 98166  
E-mail: Mark.Finstrom@highlineschools.org  
Phone:

City of Burien  
ATTN: Eric Christensen, Finance Director  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166  
E-mail: [EricC@burienwa.gov](mailto:EricC@burienwa.gov)  
Phone: 206-439-3150

or such other address(es) as each Party hereto may notify the other in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date set forth above.

CITY OF BURIEN, WASHINGTON

HIGHLINE SCHOOL DISTRICT

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

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

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

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

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

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

# Sponsored Service

## ABOUT INTERNET ESSENTIALS

Internet Essentials from Comcast is the nation's largest, most comprehensive, and most successful broadband adoption program for low-income Americans in the country. The program is uniquely designed to address the three major barriers to broadband adoption—digital literacy training and relevance, equipment, and cost—and relies on a network of tens of thousands of community partners to help families cross the digital divide.

## SPONSORED SERVICE & HOW IT WORKS

Partners, such as schools, healthcare providers, and other community-based organizations, have the ability to sponsor, or pay for, Internet Essentials service for their eligible members/families at a cost of \$9.95 + tax per month per household. The minimum requirements to establish a sponsored service agreement are at least a six-month sponsorship for at least 25 eligible applicants that are new to the program.

Following a formal agreement, Comcast will send sponsors promotional codes to distribute to eligible families. These codes will ensure the billing for an approved applicant will flow up to the sponsor's account. Sponsors will receive one bill each month and are only charged for applicants that are approved and connected to the Internet Essentials program.

## ELIGIBILITY

Sponsored Service customers must be eligible for the Internet Essentials program. Individuals may qualify if they:

- A** **Are eligible for public assistance programs** such as the National School Lunch Program, Housing Assistance, Medicaid, SNAP, SSI, and others. For a full list of accepted documents, **[please click](#)** here or visit [InternetEssentials.com](#).
- B** **Live in an area where Comcast Internet service is available.**
- C** **Are not an existing Xfinity Internet customer and have not subscribed to Comcast Internet within the last 90 days.**
- D** **Have no outstanding debt to Comcast that is less than one year old.** Households with outstanding debt that is more than one year old may still be eligible.\*

*\*Due to the Coronavirus emergency, households with outstanding debt that is less than one year old may be eligible for Internet Essentials. We are waiving this qualification if you apply and are approved by 6/30/20. After 6/30/20, standard eligibility rules apply.*

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## PROCESS FOR SPONSORS

Partners interested in Sponsored Service should connect with their local Comcast representative or email [Internet\\_Essentials\\_Partners@comcast.com](mailto:Internet_Essentials_Partners@comcast.com) with their information and sponsorship details to begin the process listed below.

### 1 Provide Sponsorship Details

- Number of sponsored accounts (25 or more are required)
- Term of sponsorship (6-month term or longer is required)
- Zip codes of all desired households being sponsored
- Main point of contact (name, phone number, email)

### 2 Accept Sponsored Service Terms and Conditions

- Comcast will send a draft agreement as a Microsoft Word document for sponsors to review and revise (if necessary) using the Track Changes feature
- Revised drafts will be reviewed by Comcast legal—once finalized, the Sponsor needs to send a signed PDF to Comcast

### 3 Distribute Promotional Codes to Eligible Applicants

- Comcast will issue unique, one-time use, promotional codes to sponsors to distribute to eligible people or families

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## PROCESS FOR SPONSORED APPLICANTS

Applying for Internet Essentials is easy and fast from a mobile device. Sponsored applicants can visit [InternetEssentials.com](http://InternetEssentials.com) to be guided through the online process. Applicants will need to enter the promotional code provided by their sponsor in order to receive the sponsorship and free service. If the Sponsor is a school, applicants also need to select that they have a child attending school and type in the school's name when prompted under the National School Lunch Program.

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## FAQS

### How long does the process take?

The length of time to launch a Sponsored Service partnership can vary depending on the time to finalize the agreement and partnership details. Please work closely with your local Comcast representative to move your proposal through the process as quickly as possible.

### Are there discounts for more than 25 sponsorships?

There are no additional discounts for sponsoring a larger number of accounts.

### Can discounted computers get bundled into a Sponsored Service agreement?

Bulk computer orders are unrelated to Sponsored Service. Please work with your local Comcast representative if you also want to order computers. Individual customers can order a discounted computer at any time by visiting [InternetEssentials.com/low-cost-computer](http://InternetEssentials.com/low-cost-computer).

Do you have a child or children attending school, or being homeschooled, in your household? \*

Yes  No

Did you hear about Internet Essentials from a neighborhood organization? \*

Yes  No

For example, a foodbank, church, library, senior or community center

If you have a promo code, please enter it here:

Optional

No credit check will be performed with your information.

**Next**

**Save**

**Back**

Additional Details:  
**Application Process**

# Application Process

## Let's Get Started

In this section we will determine if you live within a Comcast service area and we ask for contact information

1. Enter your complete street address.
2. After you click “Check Availability,” the system checks:
  - Is your address in the Comcast service area?
  - Have you already started an application with the phone number and/or address provided?
  - Are you an existing customer? If so, the “Just a little more information needed” screen will be displayed.
3. If Comcast is available at your address, enter your first and last name, email address, and phone number.

internet essentials  
FROM COMCAST

Language ?

Already a customer (Moving? Add a Service?)

Resume Application

### Let's Get Started

Enter your home address to check availability in your area

Just start typing.  
We'll help find your address.

Check Availability

©2019 Comcast Terms & Conditions  
Privacy Statement Visitor Agreement XFINITY.com

internet essentials  
FROM COMCAST

We're available in your area!  
Let's get you signed up.

First Name

Last Name

Email

I do not have an email address

Phone number

I consent to receive SMS messages regarding my Internet Essentials application.

Back Next

# Application Process

## Identity & Eligibility

Next, we will verify your identity and determine your eligibility.

1. Enter your date of birth. The system limits all date of births to ensure the applicant is at least 18 years old. For example, 2001 or before.
2. You have the **option** to enter your Social Security number (SSN), which is the fastest way to qualify. **If you don't have an SSN, or don't wish to share it, check the box for Alternate ID Verification and you will be asked to verify your identity later in the application. *We ask for an SSN to protect our customers against fraud; however it is not a requirement.***
3. Do you have a promo code? **No code is needed for the COVID-19 offer. If participating in a Sponsored Service Agreement, please enter the unique code in this field.**
4. Did you hear about Internet Essentials from a neighborhood organization? On social media?

The screenshot shows the 'Looking good' step of the application process. At the top, the 'internet essentials FROM COMCAST' logo is on the left, and 'Save and Exit' with a question mark icon is on the right. The main heading is 'Looking good'. Below it, a message states: 'Next, we need to verify your identity using your birthday and your Social Security number or an alternate ID. We won't share it, and we won't perform a credit check.' There are three input fields: 'Date of Birth' with a calendar icon, 'Social Security number' with a 'Show' link, and an unchecked checkbox for 'Alternate ID Verification'. A paragraph explains that if the user doesn't have an SSN or isn't comfortable sharing it, more than 30 alternate IDs are accepted, including international documents, with a link to a full list. At the bottom, there are 'Back' and 'Next' buttons.

The screenshot shows the 'Tell us a little more' step. At the top, the 'internet essentials FROM COMCAST' logo is on the left, and 'Save and Exit' is on the right. The main heading is 'Tell us a little more'. Below it, a message asks: 'If you have a promo code, please enter it here'. There is a 'Promo code' input field. Below that, there are two questions with 'No' radio buttons: 'Did you hear about Internet Essentials from a neighborhood program?' and 'Did you hear about Internet Essentials on social media?'. At the bottom, there are 'Back' and 'Next' buttons.

The sponsorship promo code is entered here

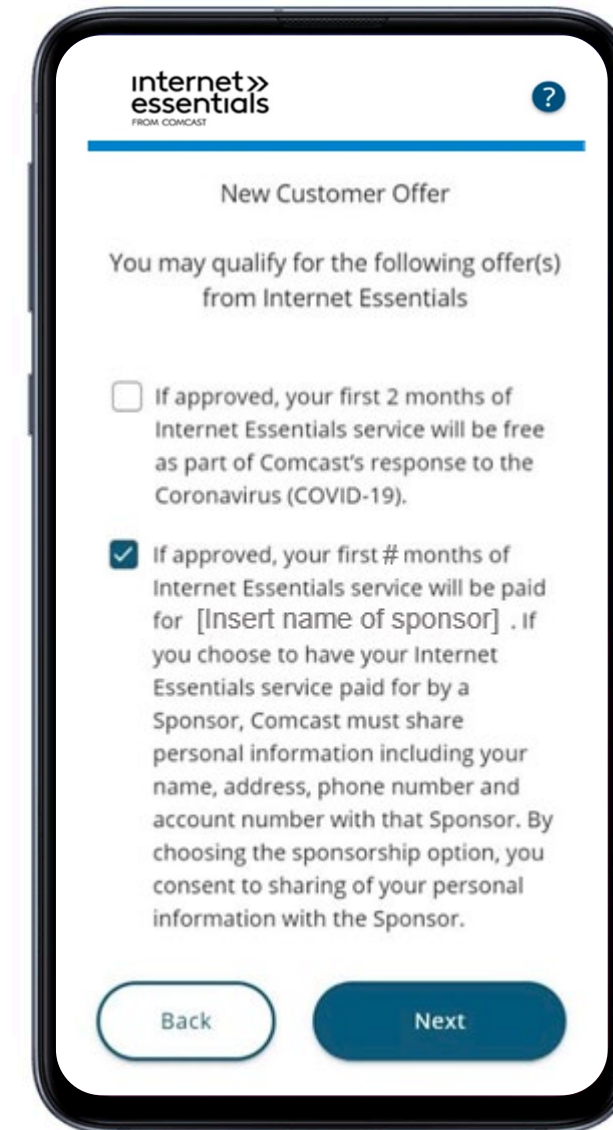
# Application Process

## Sponsored Service Offer

This is where the customer would select the applicable Sponsored Service offer.

When they enter the promo code they will see two offers appear – as indicated on the screenshot to the right.

The customer should select the offer that is their applicable Sponsored Service offer.

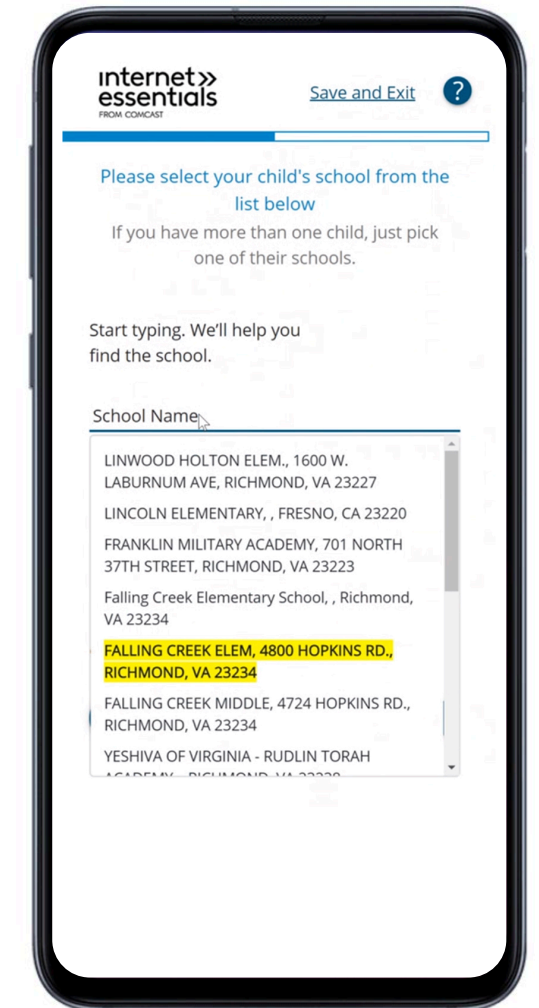
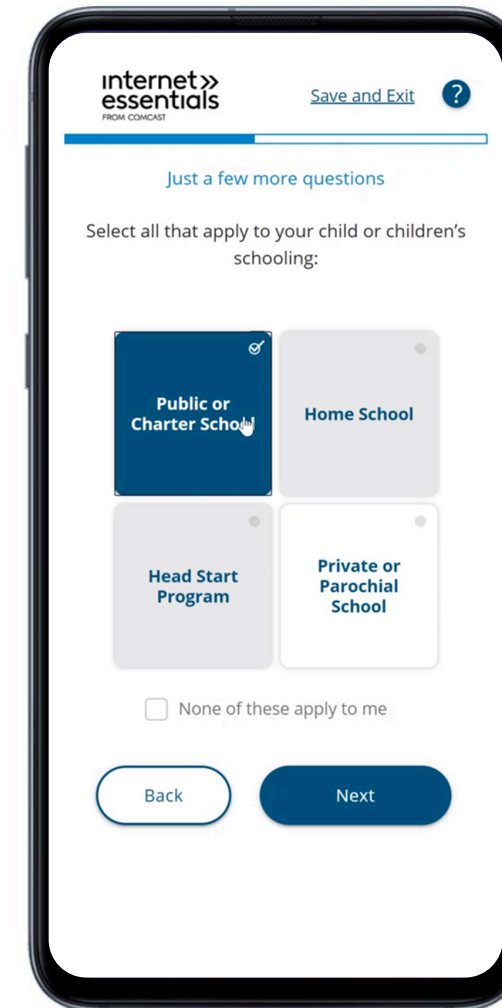
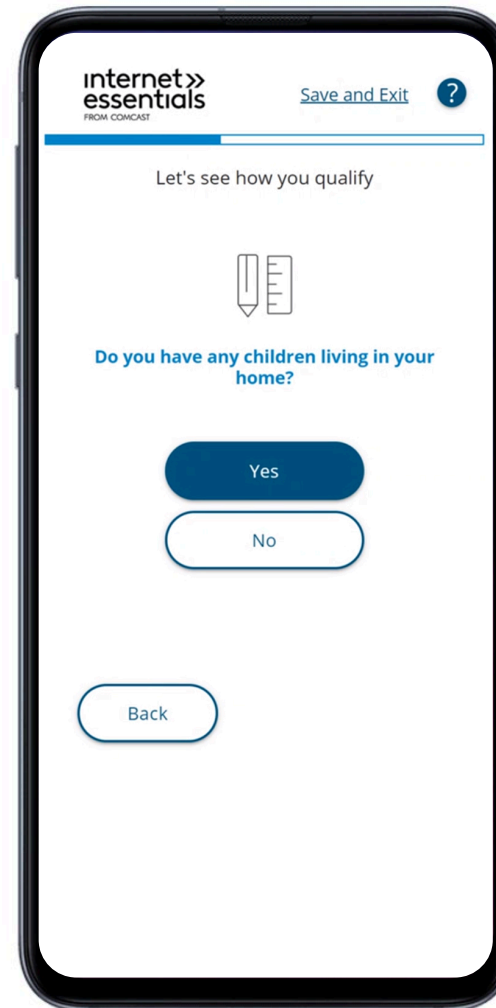




# Application Process

## School Information

1. If you answer “Yes” to the question “Do you have any children living in your home?” then you will be asked to select your child or children’s school.
2. Start typing the name of the school and all schools within a 30-mile radius will pop up for you to select.

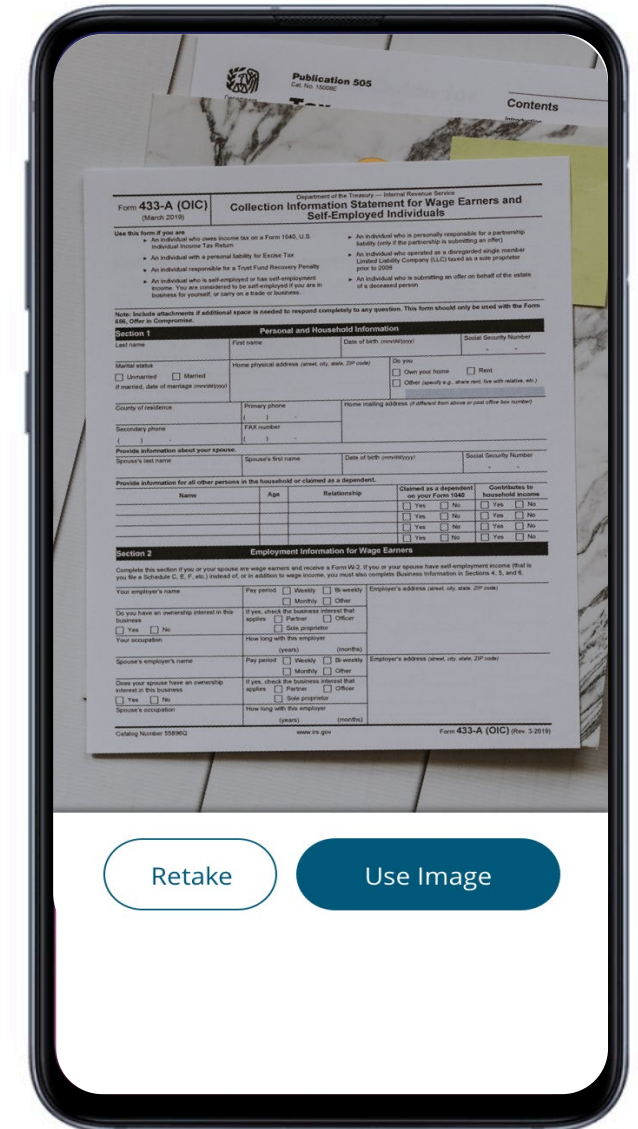
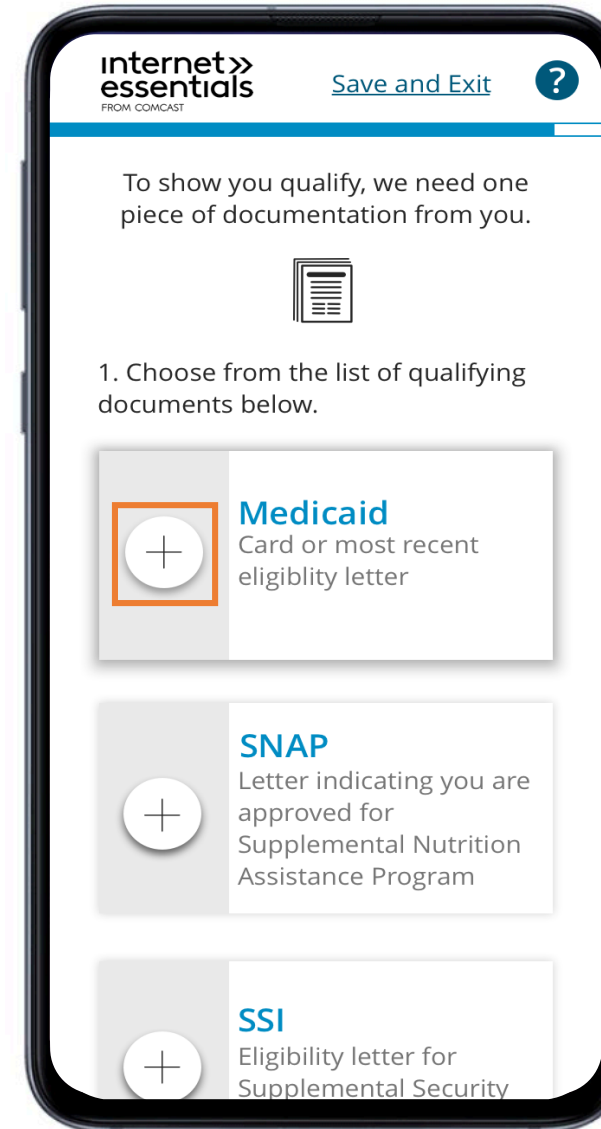


# Application Process

## Document Upload

You may be asked to provide a document to determine your eligibility:

1. Select the public assistance program in which you are participating. You only need one document to prove your eligibility.
2. Click on the "plus" sign to add your document.
3. Using your phone's camera, snap a picture of your document and click on "Use Image" button. You can also upload a picture from your phone and submit using a computer.



# Application Process

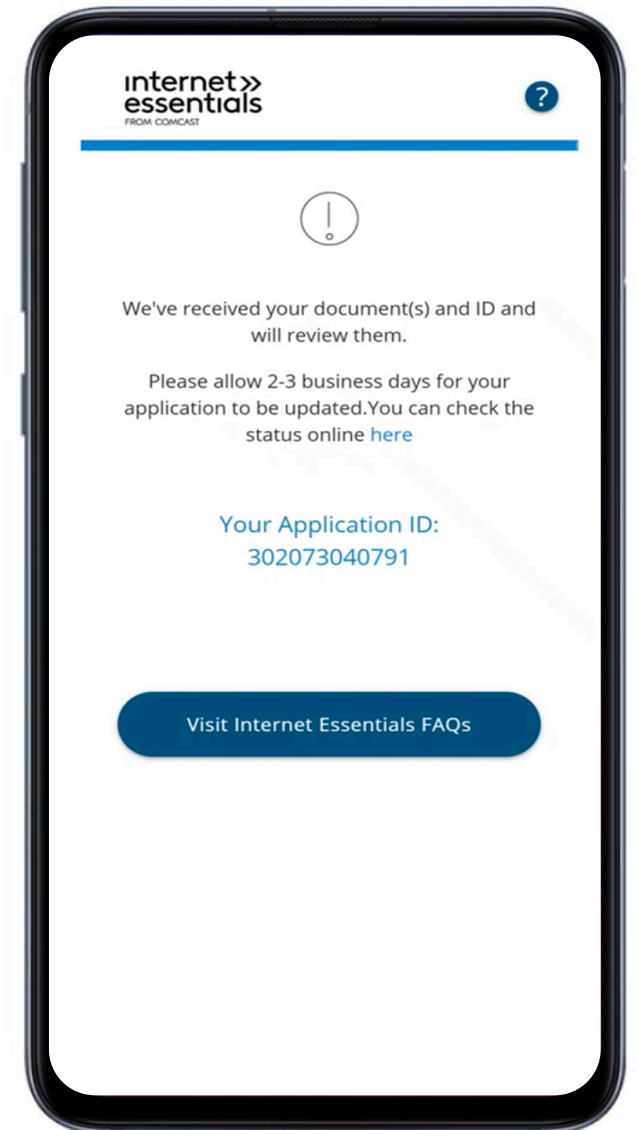
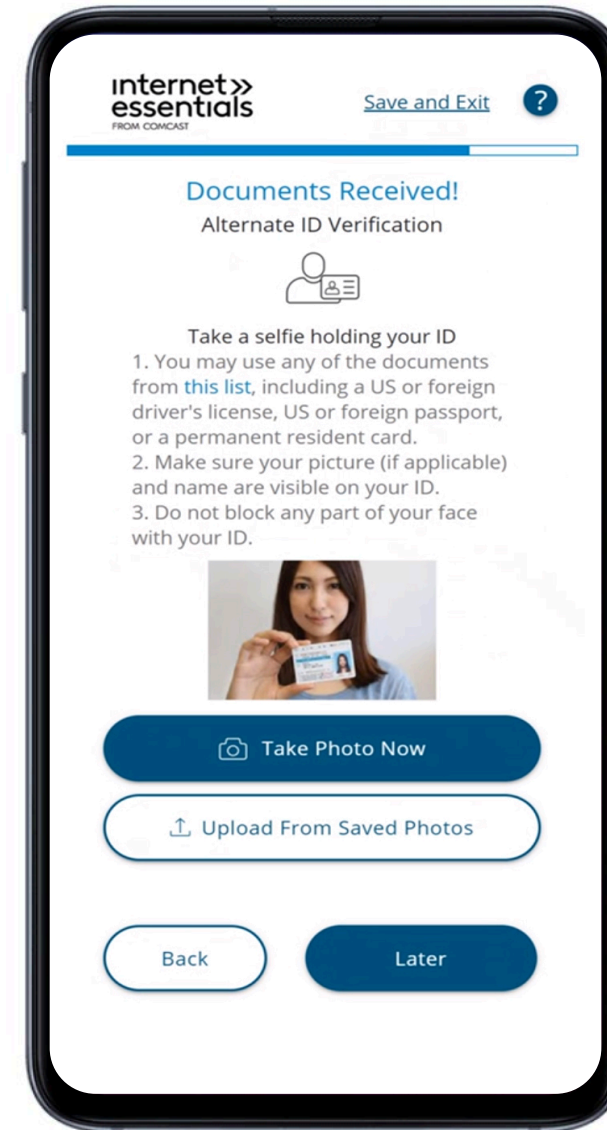
## Alternate ID Process

If you checked the box for Alternate ID Verification, you will be asked to verify your identity in another way, using one of two methods:

1. **Take a photo with your ID and upload online.** You can hold your phone at arm's length and take a "selfie," or you can have someone else take the photo with your phone.
2. **Bring your identification to an Xfinity store.** While we have temporarily closed many Xfinity Stores due to the COVID-19 pandemic, others remain open with reduced hours to provide essential support to keep you connected. Visit [www.xfinity.com/prepare](http://www.xfinity.com/prepare) for more information.

For more information on Alternate ID visit:

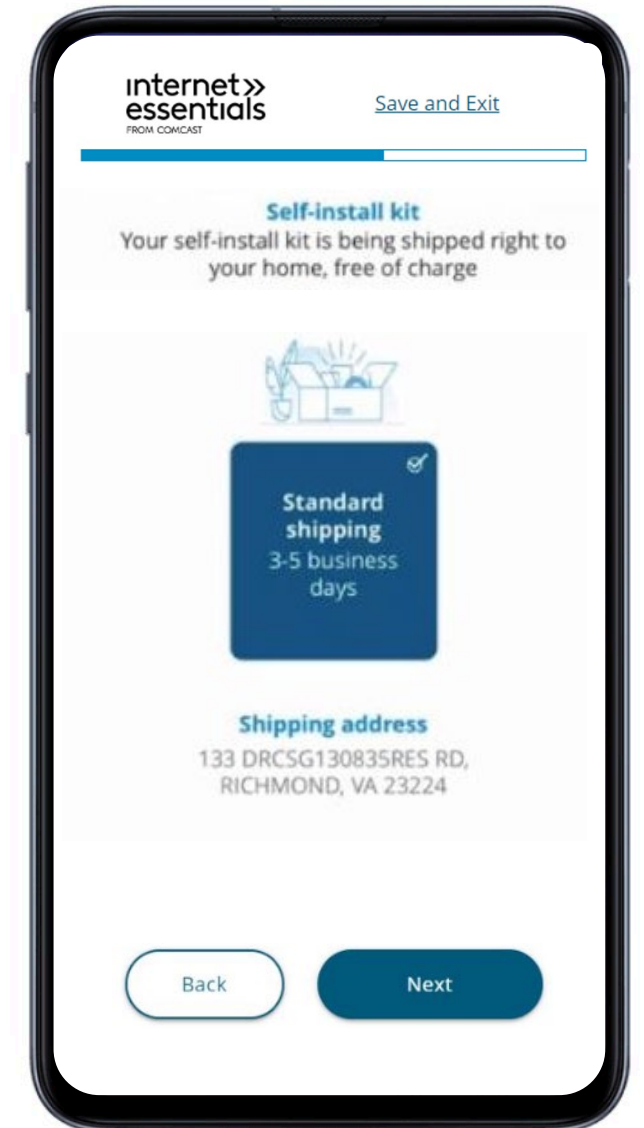
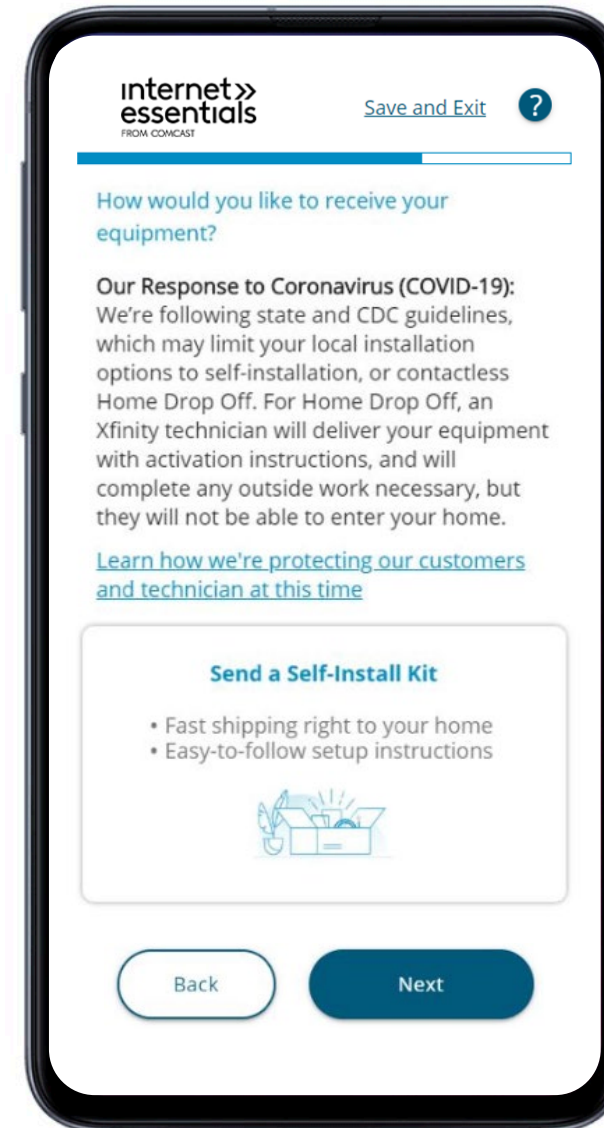
<https://internetessentials.com/get-help#application&AcceptedformsOfIdentification>



# Application Process

## Installation

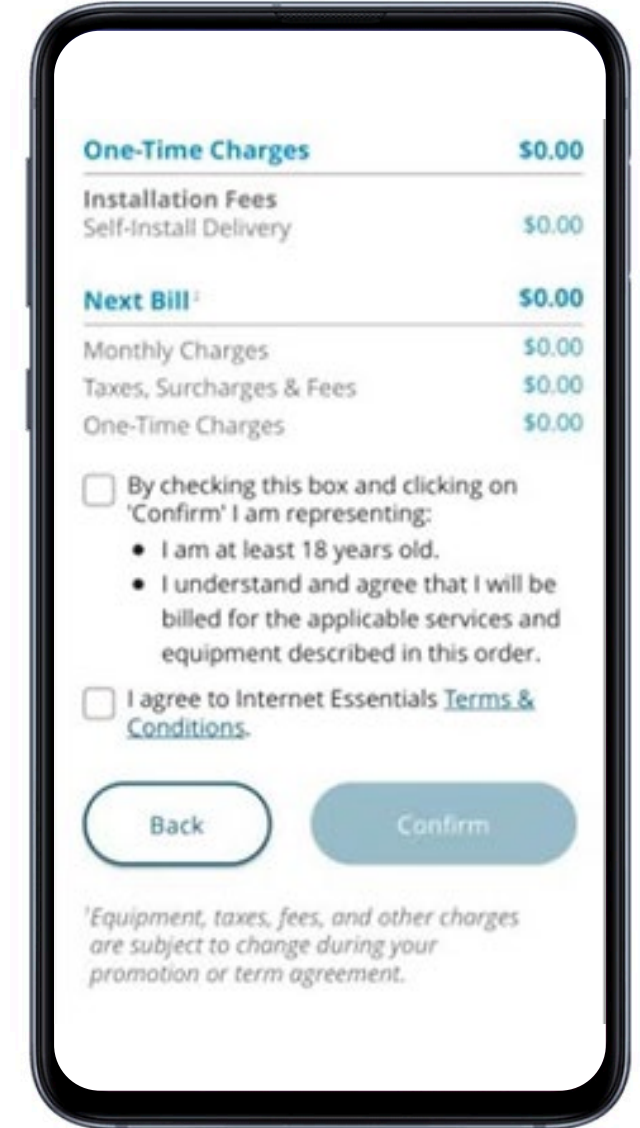
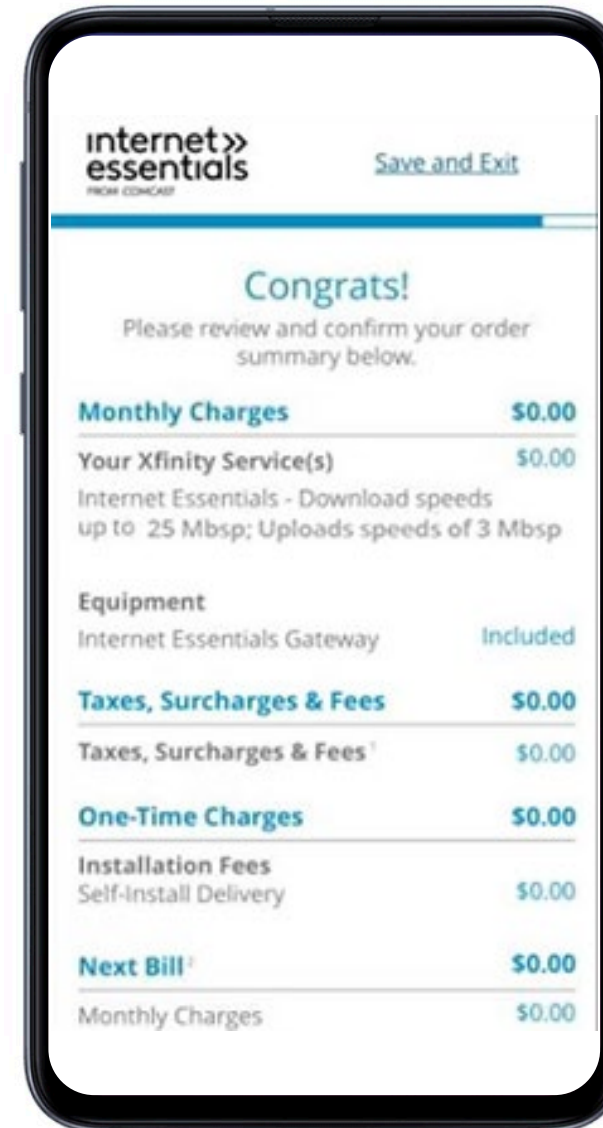
At this step you will confirm your installation. If prompted, select the date and time and confirm that someone will be home who is 18 years or older during that time. **If you need help with your installation, just call us at 1-800-XFINITY.**



# Application Process

## Review & Confirm

- This page confirms your selections before submitting your application.
- You are required to agree to the Terms & Conditions before submitting your application.



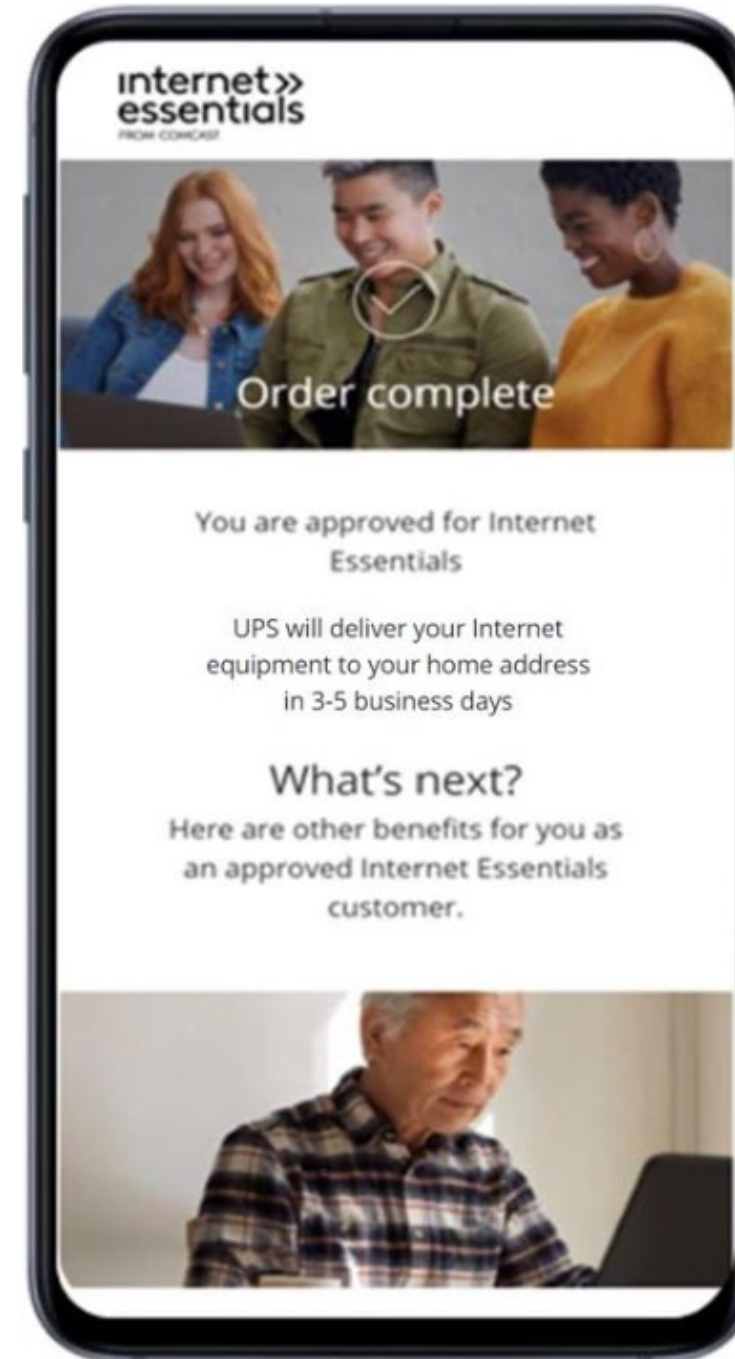


# Application Process

## Order Complete

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- If you are approved, the Order Complete page is shown to indicate the successful completion of the application along with your application ID and other customer details.
- The page also shows your installation.



# Agreement

**1. Agreement.** This Agreement (the "Agreement") is entered into as of [REDACTED], 2020 (the "Effective Date") and is made by and between Comcast Cable Communications Management, LLC ("Comcast") and [REDACTED] ("Sponsor") and sets forth the terms and conditions under which Comcast, or its operating Affiliate, will provide Service to certain people that (i) provide Comcast with a unique identifier described in Section 3 below ("End User(s)") and (ii) Comcast has verified and approved.

## 2. Definitions:

"**Affiliate**": means an entity that controls, is controlled by, or is under common control with a party.

"**Comcast Equipment**": means any and all facilities, equipment, or devices provided by Comcast or its agents used to deliver the Service, including, but not limited to, cable modems and wiring.

"**End User Application**": means an End User's application (that contains the unique identifier described in Section 3 below) for the Service that has been approved by Comcast, in its sole discretion.

"**Promotional Period**": means that 60-day period, commencing on the Service Commencement Date, for which

"**Sponsor**": will not be charged the monthly service fee for the Service.

"**Service**": means XFINITY® Internet Essentials service with download speeds of up to 25.0 Mbps and upload speeds of up to 3.0 Mbps.

"**Service Commencement Date**": means the date when the End User installs the Comcast Equipment and Comcast makes the Service available for use by each End User(s).

"**Service Location(s)**": means the individual End User(s) residential location(s) to which the Service will be provided by Comcast.

## 3. Delivery of the Service.

**3.1 Service Delivery.** Comcast will provide Sponsor with the number of promotional codes ("Codes") requested by Sponsor and each Code will be unique and one-time use only. End Users who receive a Code from Sponsor should either visit [www.InternetEssentials.com](http://www.InternetEssentials.com) or call 1-855-8 INTERNET to apply for the Service. If an End User provides Comcast with a Code that Comcast provided to Sponsor, is eligible for Internet Essentials, and agrees to the terms and conditions required by Comcast to receive Service, Comcast will work with the End User to get the Service to the Service Location and begin to invoice Sponsor for each End User's Service in accordance with Section 4 below.

**3.2 Prohibited Uses.** Sponsor shall cause all End User(s) to comply with this Agreement, including, but not limited to the then current version of the Acceptable Use Policy ("AUP"), which can be accessed via the following URL: <https://www.xfinity.com/corporate/customers/policies/highspeedinternaup>.

## 4. Billing and Payment.

**4.1 Payment.** Comcast will invoice Sponsor on a monthly basis for all charges and fees arising under this Agreement. Except for the Promotional Period where new End Users who have an End User Application approved by Comcast on or before December 31, 2020 to receive the first two months of Service free, Sponsor shall pay Comcast a monthly recurring charge of \$9.95 per month (plus applicable taxes) for each End User(s) that receives Service commencing on the Service Commencement Date. Sponsor shall be billed each month based upon the actual number of End User(s) for which Comcast has made the Service available, as determined by Comcast prior to the upcoming invoice cycle. Sponsor agrees to pay all undisputed charges and fees within thirty (30) days of the invoice date. Any such undisputed amounts not paid to Comcast within such period will be considered past due.

**4.2 Taxes and Fees.** Except for taxes based on Comcast's net income, and except to the extent Sponsor provides a valid tax exemption certificate prior to the delivery of Service, Sponsor shall be responsible for the payment of any and all applicable federal, state and local taxes, fees or assessments (however designated) levied upon the sale, installation, use or provision of the Service.

**4.3 Disputed Invoices.** In the event Sponsor disputes charges and fees for the Service, Sponsor must pay the undisputed portion of the invoice and submit a claim for the disputed amount. All claims with respect to withheld amounts must be submitted to Comcast by calling Comcast's National Accounts Billing Support at 866-511-6489. Comcast will make commercially reasonable efforts to address the disputed charges and fees within sixty (60) days.

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**5. Term.** This Agreement shall become effective on the Effective Date. The term of this Agreement shall commence on the Effective Date and continue for a period of [6 months][one year] (the "Term"), unless earlier terminated in accordance with the terms set forth herein. Sponsor hereby agrees to pay the Service Fees (as defined in Section 4 hereof) for each End User who receives Service prior to the expiration of the Term for a period of \_\_\_ [months][years] from the Service Commencement Date (each, the "End User Term") and the terms of this Agreement shall extend to the provision of Services to each End User until the expiration of the End User Term. Sponsor may extend the Term of the Agreement for an additional [6 month] [\_\_\_ year] period by providing Comcast with at least 60 days' written notice prior to the expiration of the Term of its extent to extend the Term.

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#### **7. Termination.**

**7.1 Termination of a Service to End User(s) for Cause.** If an End User(s) breaches the AUP, as determined by Comcast, at its sole discretion, Comcast may, at its sole discretion, either suspend or terminate Service to the applicable Service Location(s) upon providing Sponsor with notice of such termination.

**7.2 Regulatory and Legal Changes.** Notwithstanding any contrary provision of this Agreement, if Comcast's authority to provide Service to a Service Location(s) is terminated, cancelled, or expires, Comcast may terminate this Agreement or the affected End Users' Service.

#### **8. Limitation of Liability.**

**8.1** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COMCAST DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET SPONSOR'S REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

**8.2** EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY AS SET FORTH IN SECTION 9.1, OR BREACH OF THE PROVISIONS OF SECTIONS 9.3, 9.4, 9.5 AND 9.6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST REVENUES) ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



# Agreement

## 9. Confidential Information.

**9.1 Disclosure Use and Exceptions.** “Confidential Information” means any non-public information regarding a party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential,” or which should be reasonably known by the receiving party as proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include this Agreement, proposals, price quotes, rate information, discount information and invoices and Comcast Personal Information, as defined below. All Confidential Information and Comcast Personal Information as defined herein disclosed by either party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party’s employees, affiliates, agents and volunteers who agree to keep the Confidential Information confidential and who have a need to know for the purpose of performing this Agreement, installing the Comcast Equipment, using the Services, and rendering the Services (provided that the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than reasonable care. Notwithstanding the foregoing, and except for Comcast Personal Information, each party’s confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a preexisting restriction as to disclosure; (ii) becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party’s Confidential Information; or (v) is required to be disclosed by law or regulation.

**9.2 Remedies.** Notwithstanding anything to the contrary in this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this section, including, but not limited to, preliminary and permanent injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the parties with respect to breaches of the duties imposed by this section.

**9.3 Survival of Confidentiality Obligations.** Except for Sponsor’s obligations with respect to Comcast Personal Information as set forth in Section 9.5 below, which survive termination of this Agreement indefinitely, the obligations set forth in this section shall survive the expiration or termination of this Agreement for a period of two (2) years.

**9.4 End User Privacy.** To enable Sponsor’s payment obligations hereunder, and so that Sponsor is able to verify End Users eligible for Sponsorship, Comcast may disclose Comcast Personal Information of End Users to Sponsor. “Comcast Personal Information” means any information provided by Comcast to Sponsor that relates to or describes an individual or household, including any such data that is linked or linkable to an individual, household, or device. Without limiting the foregoing definition of “Comcast Personal Information,” the Comcast Personal Information includes, but is not limited to, End User name, address, phone number, Service account number and amount of monthly charges shown in an invoice and related to an End User. Sponsor may not (a) Sell Comcast Personal Information; (b) retain, use, or disclose Comcast Personal Information for any purpose other than for the specific purposes set forth in this Agreement. For the purposes of this Agreement “Sell” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Comcast Personal Information by one entity to another for monetary or other valuable consideration.

**9.5 Security.** Sponsor shall employ, with regard to Comcast Personal Information that it receives from Comcast, procedures no less restrictive than the strictest procedures used by Sponsor to protect its own confidential and proprietary information of a like kind, which shall at a minimum be commercially reasonable procedures using Industry Standard information security measures. “Industry Standard” means prescribed for use by the National Institute of Standards and Technology or aligned with the International Organization for Standardization/International Electrotechnical Commission 27000 series of standards. Sponsor must maintain a plan for appropriate security incident management and response that complies with the terms of this Agreement to cover, at a minimum, the following: (i) unauthorized access, acquisition, disposition use of Comcast Personal Information, (ii) other loss or misuse of such information or (iii) discovery malware posing a significant threat to such

information or any operations necessary to perform under this Agreement (each, a “Security Incident”). Sponsor must provide notification via electronic mail to [SecurityFusionCenter@comcast.com](mailto:SecurityFusionCenter@comcast.com) of a Security Incident as soon as practicable after, but not later than, twenty-four (24) hours, following awareness of a Security Incident. For any Security Incident, Sponsor must provide regular updates to [SecurityFusionCenter@comcast.com](mailto:SecurityFusionCenter@comcast.com) or, if direct by Comcast, to a security point of contact specifically designated by Comcast for the Security Incident, and shall cooperate with Comcast or its regulators in its efforts to investigate the same. Comcast shall exclusively control the provision and content of any notices to End Users or applicable entities with respect to any Security Incident involving Comcast Personal Information.

**9.6 Retention, Return or Destruction of Personal Information.** Sponsor shall not retain Comcast Personal Information received from Comcast for a period longer than 90 days from receipt unless required to do otherwise by applicable law or legal obligation. Upon expiration or termination of this Agreement, or at Comcast’s request, Sponsor will return all Personal Information to Comcast or, at Comcast’s request, securely destroy all Comcast Personal Information and provide within ten (10) days of Comcast’s request, a written attestation signed by an officer of the Sponsor, attesting that all Comcast Personal Information in all formats, including without limitation, paper, electronic and disk form, have been returned or securely destroyed, provided however, that foregoing obligation shall not extend to backup or archival copies of Personal Information that Sponsor generates in the ordinary course of business. Sponsor shall not process or use backed-up or archived Comcast Personal Information for any purpose other than to store it, and Sponsor will continue to apply security controls consistent with this Agreement to such Comcast Personal Information for the duration of its storage.

**9.7 Sponsor Relationships.** Sponsor must require all of its subcontractors with access to Confidential Information to comply in writing with security obligations substantially similar to this Agreement and shall provide written attestation or other evidence that affirms such compliance to Comcast promptly upon request. Sponsor shall conduct periodic reviews of such subcontractors’ security controls to confirm that such controls are in compliance with this Agreement. In the event Sponsor identifies deficiencies in any such subcontractor’s security controls, Sponsor shall maintain a report of such findings and ensure that such deficiencies are remediated within reasonable timeframes, commensurate with their severity.

**9.8 Audit Rights.** Sponsor shall reasonably cooperate with Comcast’s efforts to verify Sponsor’s compliance with this Section, which efforts may include periodic audits (not to exceed one (1) audit in any twelve (12) month period) of Sponsor’s operations, including onsite validation at a Sponsor facility, by Comcast or a third party at Comcast’s request and on reasonable notice, and Sponsor will remediate any critical security issues discovered by Comcast within thirty (30) days, and provide a commitment to Comcast within thirty (30) days to address any other security issues in a timely manner.

**9.9 Restricted Activities.** Sponsor represents that, during the term of this Agreement, neither Sponsor, nor its employees, agents, or subcontractors, will (i) with the exception of Service account number, access, transmit, collect, process, and/or store (collectively, “handle”) Sensitive Non-Public Information, (ii) access Comcast Systems or (iii) engage or provide any software development, web application development and/or web application hosting services (collectively, “Restricted Activities”). If Sponsor, or any individual or entity acting in any capacity on behalf of or under the direction of Sponsor, becomes aware that it is in engaging in any Restricted Activity, Sponsor will immediately contact Comcast and comply with Comcast’s instructions, which may include, without limitation, destruction or return of Sensitive Non-Public Information. If the Sponsor will need to engage in one or more Restricted Activities, Sponsor shall not proceed unless and until the parties amend this Agreement to include Comcast’s then-current information security requirements applicable to such Restricted Activities. “Sensitive Non-Public Information” means any information for which the loss of confidentiality, integrity, or availability of such information could be expected to have a severe, adverse effect on Comcast’s operations, organizational assets, or individuals and includes, but is not limited to, Proprietary application source code, pre-release financial statements, access and credential data for any Comcast System; and Sensitive Personal Information. “Sensitive Personal Information” means Personal Information that, if subject to unauthorized access or acquisition that compromises the security, confidentiality, or integrity of the personal information, could require notification to a consumer, governmental entity, credit reporting agency, or trigger any other state, federal, or international breach notification

## Agreement

laws, and includes, without limitation, Social Security number(s), driver's license number(s), state identification number(s), passport number(s), or other government issued identification number(s); financial or bank account information, including payment card data; health or medical insurance information; health or medical conditions; Protected Health Information, as defined in Section 164.103 of the Health Insurance Privacy and Portability Act's implementing regulations; information collected by automated license plate recognition systems; set-top box or other device data, network event data, usage data or activity data generated by a Comcast customer's interaction with any content distributed by or on a Comcast System, or made available by Comcast, information about Comcast customer's visit to (or failure to visit) any website or application; biometric information; password(s) or security questions and answers; and the personal information of individuals residing outside the United States. "Comcast Systems" means applications, websites, computing assets, systems, databases, devices, products, or services owned or operated by or for Comcast.

### 10. Miscellaneous Terms.

**10.1 Force Majeure.** Neither party nor its affiliates, subsidiaries, or contractors shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, or other causes beyond the party's reasonable control, except that Sponsor's obligation to pay for Services during a force majeure condition shall not be excused.

**10.2 Assignment or Transfer.** Neither party may assign this Agreement in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other party, except that without such consent (i) either party may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) either party may assign this Agreement to an Affiliate, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform the Services.

**10.3 Publicity.** This Agreement provides no right for Sponsor to use Comcast's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to Comcast in any marketing, promotional, or advertising materials or activities. Sponsor shall not issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Sponsor, except as permitted by this Agreement or otherwise consented to in writing by Comcast.

**10.4 Notices.** All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. If notices are sent to the Sponsor, they shall be sent to

Attn: . If notices are sent to Comcast, they shall be sent to One Comcast Center, Philadelphia, PA 19103 Attn: General Counsel.

**10.5 Entire Understanding.** This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. This Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Service or the parties' rights or obligations relating to the Service.

**10.6 Construction.** In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**10.7 Survival.** The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

**10.8 Governing Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

**10.9 No Third Party Beneficiaries.** This Agreement does not expressly or implicitly provide any third party (including End User(s)) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**10.10 No Waiver; Etc.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

**10.11 Compliance with Laws.** Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**Accepted and agreed to as of the date shown below.**

**Comcast**

**Sponsor**

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:



FOR GOVERNMENT

Highline Public Schools (1Year Agreement)

Date: 8/31/2020

Cellular Monthly Service Cost

	Quantity	Voice Mins	Messaging	LTE Data Per Line (GB)	Cost	Post Discount (15% NASPO)	Total
COVID-19	500	N/A	N/A	Unlimited	\$ 20.00		\$ 10,000.00

Total for Service (Per Month):

\$ 10,000.00

Proposed Equipment

Extended Monthly Price

Equipment	Quantity	MSRP	Down Payment	Monthly Payment	Total
<a href="#">Franklin T9</a>	500	\$ 84.00	\$ 0.00		\$ -
			\$ 0.00	\$ -	\$ -
Total For Devices:			<b>Total Down Payment:</b>	\$ 0.00	\$ -

Total Cost of Service + Devices: (Per Month): \$ 10,000.00  
 Total Cost of Service + Devices: (Annually): \$ 120,000.00

NOTES:

In 2019 our average data speed in Seattle Area were 39.6 mbps

Questions:

Answers:

Is there a cap on data service per month and if so, what is that cap?	NO CAP on DATA
Are there roaming costs? If so, what are those rates and how is that calculated?	NO Domestic Roaming charges apply
What service is used for filtering and is it included in the cost?	TitanHQ is included in the cost
If there is filtering, what level of access does the district have to adjust the categories or services blocked/unblocked?	There is no ability to adjust this standard filtering
What are the terms of service for use? Month-to-month, yearly...	The quote above is annual option and is subject to 1yr agreement
Are you barred from accepting Federal dollars?	No

WSCA/NASPO Contract Terms and Conditions (Link to State of Washington Master Cellular Contract Page Below)

<https://fortress.wa.gov/es/apps/DESContracts/Home/ContractSummary/06012>

No Activation Fees, No Early Termination Fees, No Number Porting Fees, Free Overnight Shipping, No Roaming Fees, Extended Payment Terms

Taxes and Regulatory Fees are not included in the above quote.

Quote Prepared By:

Dustin English

[Dustin.English17@T-Mobile.com](mailto:Dustin.English17@T-Mobile.com)

206-697-3766



September 4, 2020

Mark Finstrom  
Chief Technology Officer  
Highline School District  
[Mark.Finstrom@highlineschools.org](mailto:Mark.Finstrom@highlineschools.org)

Subject: Request for Quote

Hello Mark,

Comcast is deeply committed to serving both business and residential customers in Washington State. Comcast operates Xfinity retail stores throughout Washington, three call centers and several field fulfillment offices with 4,200 employees. Comcast Business connects businesses to the internet to provide their products and services all-over the world.

Please see the requested information below regarding the Internet Essentials program. Note that our service rates do not have discounts for increased units of service.

- The Internet Essentials Partnership Program (IEPP) is a program through which organizations, like nonprofits, schools, or city or state governments, are able to fund and quickly connect large numbers of students and families to broadband access at home. IEPP partners enter into sponsored service agreement with Comcast to pay Internet subscription costs associated with our low-cost Internet Essentials program for low-income households. These agreements can be to fund at least 25 specific households, but also can go up into the tens of thousands too.
- The Xfinity Internet Essentials service offers download speeds up to 25.0 Mbps and upload speeds of up to 3.0 Mbps.
- This service provides the end user with 1.2 TB of data. End users will not be billed the first time of exceeding 1.2 TBs. It is important to note that only a very small percentage of customers use more than 1.2 TB of data in a month. Comcast does provide several options for customers to monitor and restrict data usage on their network including a usage meter.
- Comcast does offer parental controls that can be set by each individual Internet Essentials customer family. Through xFi Internet Essentials customer can set parental controls, see what devices are connected to their home network, and pause WiFi access for any device or profile, and help protect all the devices connected on their home network from malware and other cybersecurity threats, among other features.
- IEPP agreements typically are for six or twelve months but can be extended as needed. Sponsor organizations can extend their agreements at any point. If the sponsor does not wish to extend their agreement, we will communicate with the customers that, if they continue to qualify for Internet Essentials, they will either have to pay \$9.95/month plus tax where applicable directly to continue to keep their service or close their accounts and return their Gateway cable modem.
- Yes, Comcast can receive Federal dollars for services.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carla Carrell".

Carla Carrell  
Director, Comcast Washington

CAC  
Enclosure

# Agreement

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**6. Default by Sponsor.** If Sponsor is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of a second written notice, Comcast may, at its sole discretion, terminate this Agreement, terminate or suspend Service to End User(s), and/or require a deposit, advance payment, or other satisfactory assurances as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Sponsor's nonpayment of a charge subject to a timely dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. This Agreement may be immediately terminated by either Party, upon written notice, if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

**7. Termination.**

**7.1 Termination of a Service to End User(s) for Cause.** If an End User(s) breaches then current version of the Acceptable Use Policy ("AUP") or the Comcast Agreement for Residential Services, which can be located at <https://www.xfinity.com/policies>, as determined by Comcast, at its sole discretion, Comcast may, at its sole discretion, either suspend or terminate Service to the applicable Service Location(s) upon providing Sponsor with notice of such termination.

**7.2 Regulatory and Legal Changes.** Notwithstanding any contrary provision of this Agreement, if Comcast's authority to provide Service to a Service Location(s) is terminated, cancelled, or expires, Comcast may terminate this Agreement or the affected End Users' Service.

**8. Limitation of Liability.**

**8.1** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COMCAST DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET SPONSOR'S REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

**8.2** EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY AS SET FORTH IN SECTION 9.1, OR BREACH OF THE PROVISIONS OF SECTIONS 9.3, 9.4, 9.5 AND 9.6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST REVENUES) ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



# Agreement

## 9. Confidential Information.

**9.1 Disclosure Use and Exceptions.** “Confidential Information” means any non-public information regarding a party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential,” or which should be reasonably known by the receiving party as proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include this Agreement, proposals, price quotes, rate information, discount information and invoices and Personal Information, as defined below. All Confidential Information and Personal Information as defined herein disclosed by either party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party’s employees, affiliates, agents and volunteers who agree to keep the Confidential Information confidential and who have a need to know for the purpose of performing this Agreement, installing the Comcast Equipment, using the Services, and rendering the Services (provided that the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than reasonable care. Notwithstanding the foregoing, and except for Personal Information, each party’s confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a preexisting restriction as to disclosure; (ii) becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party’s Confidential Information; or (v) is required to be disclosed by law or regulation.

**9.2 Remedies.** Notwithstanding anything to the contrary in this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this section, including, but not limited to, preliminary and permanent injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the parties with respect to breaches of the duties imposed by this section.

**9.3 Survival of Confidentiality Obligations.** Except for the party’s obligations with respect to Personal Information as set forth in Section 9.5 below, which survive termination of this Agreement indefinitely, the obligations set forth in this section shall survive the expiration or termination of this Agreement for a period of two (2) years.

**9.4 End User Privacy.** To enable Sponsor’s payment obligations hereunder, and so that Sponsor is able to verify End Users eligible for Sponsorship, the party’s may disclose Personal Information of End Users to each other. “Personal Information” means any information provided by one party hereunder to another that relates to or describes an individual or household, including any such data that is linked or linkable to an individual, household, or device. Without limiting the foregoing definition of “Personal Information,” the Personal Information includes, but is not limited to, End User name, address, phone number, Service account number and amount of monthly charges shown in an invoice and related to an End User. Neither party may (a) Sell Personal Information; (b) retain, use, or disclose Personal Information for any purpose other than for the specific purposes set forth in this Agreement. For the purposes of this Agreement “Sell” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information by one entity to another for monetary or other valuable consideration.

**9.5 Retention, Return or Destruction of Personal Information.** Sponsor shall not retain Personal Information received from Comcast for a period longer than 90 days from receipt unless required to do otherwise by applicable law or legal obligation. Upon expiration or termination of this Agreement, or at Comcast’s request, Sponsor will return all Personal Information sent to Sponsor by Comcast to Comcast or, at Comcast’s request, securely destroy all Personal Information and provide within ten (10) days of Comcast’s request, a written attestation signed by an officer of the Sponsor, attesting that all Personal Information sent by Comcast to Sponsor in all formats, including without limitation, paper, electronic and disk form, have been returned or securely destroyed, provided however,

that foregoing obligation shall not extend to backup or archival copies of Personal Information that Sponsor generates in the ordinary course of business. Sponsor shall not process or use backed-up or archived Personal Information sent by Comcast to Sponsor for any purpose other than to store it, and Sponsor will continue to apply security controls consistent with this Agreement to such Personal Information for the duration of its storage.

**9.6 Sponsor Relationships.** Sponsor must require all of its subcontractors with access to Confidential Information to comply in writing with security obligations substantially similar to this Agreement and shall provide written attestation or other evidence that affirms such compliance to Comcast promptly upon request. Sponsor shall conduct periodic reviews of such subcontractors' security controls to confirm that such controls are in compliance with this Agreement. In the event Sponsor identifies deficiencies in any such subcontractor's security controls, Sponsor shall maintain a report of such findings and ensure that such deficiencies are remediated within reasonable timeframes, commensurate with their severity.

**9.7 Restricted Activities.** Sponsor represents that, during the term of this Agreement, neither Sponsor, nor its employees, agents, or subcontractors, will (i) with the exception of Service account number, access, transmit, collect, process, and/or store (collectively, "handle") Sensitive Non-Public Information or (ii) access Comcast Systems (collectively, "Restricted Activities"). If Sponsor, or any individual or entity acting in any capacity on behalf of or under the direction of Sponsor, becomes aware that it is in engaging in any Restricted Activity, Sponsor will immediately contact Comcast and comply with Comcast's instructions, which may include, without limitation, destruction or return of Sensitive Non-Public Information. If the Sponsor will need to engage in one or more Restricted Activities, Sponsor shall not proceed unless and until the parties amend this Agreement to include Comcast's then-current information security requirements applicable to such Restricted Activities. "Sensitive Non-Public Information" means any information for which the loss of confidentiality, integrity, or availability of such information could be expected to have a severe, adverse effect on Comcast's operations, organizational assets, or individuals and includes, but is not limited to, Proprietary application source code, pre-release financial statements, access and credential data for any Comcast System; and Sensitive Personal Information. "Sensitive Personal Information" means Personal Information that, if subject to unauthorized access or acquisition that compromises the security, confidentiality, or integrity of the personal information, could require notification to a consumer, governmental entity, credit reporting agency, or trigger any other state, federal, or international breach notification laws, and includes, without limitation, Social Security number(s), driver's license number(s), state identification number(s), passport number(s), or other government issued identification number(s); financial or bank account information, including payment card data; health or medical insurance information; health or medical conditions; Protected Health Information, as defined in Section 164.103 of the Health Insurance Privacy and Portability Act's implementing regulations; information collected by automated license plate recognition systems; set-top box or other device data, network event data, usage data or activity data generated by a Comcast customer's interaction with any content distributed by or on a Comcast System, or made available by Comcast, information about Comcast customer's visit to (or failure to visit) any website or application; biometric information; password(s) or security questions and answers; and the personal information of individuals residing outside the United States. "Comcast Systems" means applications, websites, computing assets, systems, databases, devices, products, or services owned or operated by or for Comcast.

If the provisions set forth in this Section 9 conflict with the Public Records Act, Chapter 42.56 RCW (the "Public Records Act"), the terms and conditions set forth in the Public Records Act shall control and govern.

## **10. Miscellaneous Terms.**

**10.1 Force Majeure.** Neither party nor its affiliates, subsidiaries, or contractors shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, or other causes beyond the party's reasonable control, except that Sponsor's obligation to pay for Services during a force majeure condition shall not be excused.

**10.2 Assignment or Transfer.** Neither party may assign this Agreement in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other party, except that without such consent

## Agreement

(i) either party may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) either party may assign this Agreement to an Affiliate, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform the Services.

**10.3 No Authority Created.** Nothing in this Agreement shall constitute or be deemed to constitute any party as the associate, agent, partner or legal representative of the other for any purposes whatsoever, and neither party shall have any express or implied right or authority to assume or to create any obligation or liability on behalf of or in the name of the other party.

**10.4 Publicity.** This Agreement provides no right to use any party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Sponsor, except as permitted by this Agreement or otherwise consented to in writing by the other party.

**10.5 Notices.** All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. If notices are sent to the Sponsor, they shall be sent to

Attn: . If notices are sent to Comcast, they shall be sent to One Comcast Center, Philadelphia, PA 19103 Attn: General Counsel.

**10.6 Entire Understanding.** This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. This Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Service or the parties' rights or obligations relating to the Service.

**10.7 Construction.** In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**10.8 Survival.** The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

**10.9 Governing Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington without regard to its conflict of laws principles.

**10.10 No Third Party Beneficiaries.** This Agreement does not expressly or implicitly provide any third party (including End User(s)) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**10.11 No Waiver; Etc.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

**10.12 Compliance with Laws.** Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement, including without limitation, the CAN SPAM Act, Telephone Consumer Protection Act, Telemarketing Sales Rule, and the implementing rules and orders of the Federal Communications Commission.

**Accepted and agreed to as of the date shown below.**

**Comcast**

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Name:

Title:

Date:

**Sponsor**

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Name:

Title:

Date: