



Agreement

To Prepare And Submit E-Rate Application For Funding Year 2017–
2018

Presented to: Sandy Maynard
Technology Director
San Rafael City Schools

Presented by: Greg Lowry & Kitty Waters
Schooley Mitchell
415.692.0708

August 9, 2016

PROJECT OBJECTIVE

Whereas San Rafael City Schools ("Client") is located in San Rafael, California and has requested that Hudson & Wells Telecom and E-Rate Consultants, LLC ("Consultant", a California LLC and independent licensee of Schooley Mitchell) prepare and submit the E-Rate application forms on Client's behalf for funding year 2017–2018. The parties hereby agree as follows (the "Agreement"):

I. SERVICES

Consultant will perform the following services as part of this Agreement (the "Services").

1. Review telecommunications services (including invoices for the most recent three months and contracts with service providers) and document services and determine eligibility for E-Rate (if during the course of review Consultant notes any opportunities for cost savings through optimization, Consultant will inform Client and any services will require a separate service agreement).
2. Work with Client contact to establish a portal account on the E-Rate Productivity Center (EPC). This is an application management portal for schools, libraries, consultants, and service providers that is required by USAC.
3. Assist with discount percentage determination (low-income student count).
4. Prepare and submit Form 470 – Description of Services Requested.
5. Track and compare any bids submitted by service providers and provide Client with comparison information for Category One and Category Two services.
6. Prepare and submit Form 471 – Services Ordered. Including the information previously required in the Item 21 Attachment.
7. Prepare and submit Form 486 – Receipt of Service Confirmation Form.
8. Work with service providers to collect E-Rate reimbursements for Client.
 - a. Service providers will file Form 474 SPI (Service Provider Invoice) when the service provider issues credits on invoices; or
 - b. Consultant will file Form 472 BEAR (Billed Entity Applicant Reimbursement) to request reimbursement checks from service providers at the end of each funding year.
9. Meet all of the filing deadlines and application requirements as set forth in the Schools and Libraries Program guidelines.
10. Compare the E-Rate funding commitment amounts with the E-Rate Quarterly Disbursements Authorization Reports and with the Schools and Libraries Program online database, to verify that payments are released by the Schools and Libraries Program.
11. Prepare and submit any necessary changes and/or corrections such as: SPIN (Service Provider Identification Number) changes, service substitutions and appeal letters.
12. Communicate with the Schools and Libraries Program which includes completing requests from the Program Integrity Assurance (PIA) Review.
13. Provide application status updates to the Client contact by sending copies of all forms and correspondence with the Schools and Libraries Program.
14. If Client is located in the State of California, Consultant will review Client's telecommunications invoices to verify that Client is registered with the California Teleconnect Fund (CTF) and is receiving discounts from all eligible service providers. If participation in the program and/or the discounts cannot be confirmed, Consultant will request a copy of the Approval Letter from Client or from CTF and will submit the Approval Letter to all eligible service providers. Furthermore, if Client is not registered in the CTF program, Consultant will assist Client in registering with the program and will submit the Approval Letter to all eligible service providers.
15. Coordinate with, Sandy Maynard, the Client contact for this project.

II. FEES

The services fee for the first year of a Category One application is \$17,000 and will be invoiced upon the filing of the Form 470 (the first form in the E-Rate application process).

The services fee for a Category Two application (applying for Category Two funding is optional) is twenty percent (20%) of the Category Two, Post Discount Budget, (actual savings amount). This fee will be adjusted downward if only a portion of the Category Two funding is applied for or funded. The fee will be invoiced upon receipt of the Funding Commitment Decision Letter (FCDL).

Fees will be billed annually for each funding year in which an application is submitted. Fees are subject to change from year to year and will be confirmed in writing by Consultant.

Client understands that the E-Rate program has strict application deadlines with no option for extensions. The deadline dates are announced late fall each year by Universal Service Administrative Company (USAC). Consultant will inform Client as to the deadline dates set by USAC as soon as is reasonable after the dates are announced. Consultant will request the information required to complete Form 470 and Form 471 from Client well in advance of the application deadline dates. Client must provide all required information, including approval to submit the applications via email, no later than two weeks before the final deadline dates. If such two-week advance deadline dates are not met by Client, a \$250 expedite fee will be assessed for each deadline missed. The combined expedite fee will not exceed \$500.

III. TERMS

1. Client must comply with the following to participate in the E-Rate program:
 - a. Client must meet the statutory definition of an elementary or a secondary school found in the No Child Left Behind Act of 2001 (20 U.S.C. Section 7801 (18) and (38)), and/or is eligible based on the Eligibility Table for Non-Traditional K-12 Students and Facilities as found on the Schools and Libraries Division (SLD), Universal Service Administrative Company (USAC) web site.
 - b. Client must be a not-for-profit organization.
 - c. Client must not have an endowment exceeding \$50 million.
 - d. Client must have Internet content filtering and an Internet usage policy and shall be solely responsible for compliance with the Children's Internet Protection Act (CIPA) as detailed by the USAC program requirements and described at:
<http://www.usac.org/sl/applicants/step05/cipa.aspx>.
 - e. Client shall be responsible for compliance with the Open and Fair Competitive Bidding Process including, but not limited to, the vendor selection process which includes selection of all service providers as detailed by the USAC program requirements and also described at <http://www.usac.org/sl/applicants/step01/competitive-bidding.aspx>.
2. Any uncommon expenses such as unusual travel or courier costs, etc. will be billed back directly to Client. Expenses of this nature are not expected.
3. Client will provide Consultant with equipment records, telecommunications invoices, account numbers, contracts, proposals and other related information during the term of this Agreement as required by Consultant.
4. Client will make payment to Consultant within 30 days of receipt of a detailed invoice for services completed. All invoices will be electronic invoices unless paper invoices are requested by Client.
5. Client agrees to forward to Consultant copies of any correspondence with USAC.

6. Client will retain all documentation it submits to or receives from the Schools and Libraries Program for a minimum of ten years.
7. This engagement does not include a needs analysis, development of a request for proposal (RFP), detailed review and analysis of proposals, planning, development, preparation or review of a technology plan, or selective review or audit by the Schools and Libraries Program. If desired, these services may be agreed separately on an hourly basis.
8. Consultant does not guarantee any discounts or the amount of such discounts that will be approved by the Schools and Libraries Program (E-Rate).
9. Consultant cannot confirm receipt of credits on invoices, or checks that are issued by service providers and mailed directly to Client. It is the responsibility of Client to ensure that credits and reimbursement checks are received.
10. Client agrees to file a Form 498 (Service Provider and Billed Entity Identification Number and General Contact Information Form) in the E-Rate Portal to receive BEAR reimbursements. The purpose of the Form 498 is to collect payment information from E-Rate applicants who select to receive BEAR payments directly from the E-Rate program.
11. Client agrees to maintain and update a "Service Provider Reimbursement Reconciliation (SPRR) spreadsheet. The SPRR will include by FRN, the total amount of funds associated with each reimbursement and/or the total amount of the discounts (in the form of discounted bills, checks or credits) received from the service provider. Client will provide Consultant a copy of the SPRR for compliance with the "Invoicing" section of the E-Rate "Document Retention Policy."
12. Client agrees to maintain and update an "Asset Register/Inventory List." Per the E-Rate policy: "Schools, libraries and consortia shall maintain asset and inventory records of equipment purchased as components of supported Category Two services sufficient to verify the actual location of such equipment for a period of 10 years after purchase." The Asset Register/Inventory List shall include the make, model, serial number and location of all equipment purchased with the support of the E-Rate Program. Consultant will provide Client with a spreadsheet template.
13. Client agrees to provide Consultant access to The E-Rate Portal (EPC) in order for Consultant to act as agent for Client including but, not limited to, the review, submittal and certification of all E-Rate forms and records.
14. Client will complete a Letter of Agency ("LOA") for service providers, (Service Provider LOA), giving Consultant access to all telecommunications records.
15. All recommendations, actions and suggestions made by Consultant are subject to Client approval. No action shall be undertaken without the prior consent of Client, and Client retains all responsibility for any actions taken on its behalf.
16. Client agrees to review and approve all application materials prior to their online submission and certification by Consultant. Client also understands that making false statements on any information submitted to the Schools and Libraries Program can result in fine, forfeiture or imprisonment.
17. Consultant shall hold all records and information submitted for review by Client in the strictest confidence.
18. All recommendations, actions and suggestions submitted by Consultant for Client's consideration shall be held in the strictest confidence by Client.
19. This Agreement will remain in effect until terminated by either party with 60 days' written notice to the other party, provided that all Services have been completed, all payments have been received by Client from the service providers listed in Form 486(s), and all fees have been paid to Consultant.
20. Client represents and warrants it will provide truthful information to Consultant and that Consultant may rely on the accuracy of all information provided in filing for E-Rate on Client's behalf.

21. Additional consultation is available upon request by Client for special projects. For example these include, new telephone systems, LANs or WANs, facility moves, consolidations, etc. and would require a separate Agreement.
22. Consultant may use Client's name and logo in connection with any marketing initiatives it undertakes. Client may revoke this permission at any time.
23. No amendment to this Agreement will be effective unless it is in writing signed by both parties. The maximum aggregate liability of either party under this Agreement to the other party, whether such claim is in contract, tort, or otherwise, shall in no event exceed the fees paid by Client to Consultant in the 12 months prior to the act incurring such liability. This Agreement shall be construed in accordance with the laws of the State of California without regard to its principles of conflict of laws, and any suits by one party against the other shall exclusively be brought in the courts located in San Francisco, California. This Agreement is binding on and inures to the benefit of the parties and their successors and assigns. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[Signature Page Follows]

The parties hereto have executed this Agreement as of the date first written above. The following individuals are valid and authorized agents for each party and their signatures represent a binding agreement to perform the duties identified. This Agreement may be executed in counterparts, which together shall be deemed one and the same instrument.

San Rafael City Schools ("Client")

Hudson & Wells Telecom And E-Rate
Consultants, LLC ("Consultant")

Name: District Representative

Title:

Date:

Name: Greg Lowry

Title: President

Date: