



E-rate Management Services Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, in the County of Butte, State of California, by **Intrinsic Admin Corp, dba E-rate Advisors**, hereinafter called "the Company", and **Gridley Unified School District**, hereinafter called the Local Education Agency ("LEA").

WITNESSETH:

NOW, THEREFORE, the Parties agree as follows:

Article 1: Contract with the Company: The LEA hereby contracts with the Company to perform the necessary E-rate application services as hereinafter set forth.

Article 2. The Company's Services:

The Company hereby agrees to perform the following E-rate application services set forth to the satisfaction of the LEA, and described in Attachment A, which includes assuming responsibility for open issues from prior years.

Article 3. The Company's Fee:

Article 3.1: Category 1 services, Fund Year 2022/23. The LEA agrees to pay the Company a total of **\$3,500.00**, which will be billed by the Company to the LEA on a quarterly basis, beginning August 2021. Payment shall be made within thirty (30) days of the date of the invoice.

Article 3.2: Category 2 services, Fund Year 2022/23. LEA agrees to pay the Company a total fee of **6% of the committed Category 2 funds, not to exceed \$4,000.00**. LEA shall pay the Company according to the following terms and conditions:

Article 3.2.1: Payment shall be made within thirty (30) days of the date of the invoice. Payment for the Services shall be made based upon specific milestones. The schedule of deliverable Services to be produced is as follows:

3.2.2 Invoice 1 40% at completion of FCC Form 471, based on funds requested.

3.2.3 Invoice 2 Balance due June 30th after the date the form 471 is submitted, unless the LEA chooses to cancel the funds. See 3.2.4

3.2.4 Exceptions Should the LEA elect to cancel all, or a portion of, Category 2 requests prior to the issuance of Invoice 2, Invoice 2 will be reduced accordingly.

Fees for fully cancelled requests will be reduced to 15% of the remaining un-invoiced fees associated with the cancelled request, as described in Article 3.2, to reflect payment for work performed. The LEA must notify the Company, in writing, on or before June 30th following the date the Form 471 was submitted if the LEA wishes to cancel the funding request.

Fees for any remaining Category 2 requests will be due net of previously invoiced portions as described in Article 3.2.3.

Multi-year option: Services for Fund Years 2023/24 and 2024/25 will be billed each year according to the terms in Article 3.

(Initial here to accept the multi-year option _____)

Article 4. Time of performance and Term of Agreement: The services called for under this agreement shall be provided by the Company upon the signing of the contract, and ending upon completion of all work associated with the E-rate Fund Years cited in Article 3.

Article 5. Employee Benefits, Hold Harmless: The Company is an independent contractor to the LEA, therefore employee Benefits are not an element of this agreement. The Company agrees to indemnify and to hold free and harmless the LEA, its officers, agents, and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise or be asserted against the LEA, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Confidentiality and Use of Information: The Company shall hold in trust for the LEA, and shall not disclose to any person, any confidential information. The LEA shall keep confidential information that is related to the Company's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation. The Company shall advise LEA of any and all material used, or recommended for use by the Company to achieve the project goals, that are subject to any copyright restrictions or requirements.

Article 7. Administrator of Agreement: This Agreement shall be administered on behalf of the LEA. Any notice to be sent to a party hereunder shall be addressed to:

<u>For LEA</u>	Attn: Michael Pilakowski Special Projects - Curriculum Coordinator 429 Magnolia St Gridley, CA 95948	<u>For the Company</u>	Attn: Lara Allen President 2093 Victor Ave, Sp 21 Redding CA 96002
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Article 8. Ownership of Work-Product: All products of work performed pursuant to this Agreement will be the sole property of the LEA, except the Company's proprietary information and products.

Article 9. Information provided by LEA to the Company: The LEA is solely responsible for the information provided to the Company, and in turn, to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). Any suits or legal action by the SLD or other parties as a result of information provided by the LEA is the responsibility of the LEA. An example of this, but not limited to, may be fraudulent information related to a procurement. The Company will endeavor to ascertain appropriate information, but will not be held liable if information is inaccurate or falsified by LEA.

Article 10. Termination of Agreement: The LEA or the Company may terminate this Agreement at any time and for any reason by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the LEA as provided in this section, the Company shall be entitled to receive compensation for any satisfactory work, as determined by the LEA, completed up to the receipt by the Company of notice of termination and the effective date of termination pursuant to specific request by the LEA for the performance of such work.

Article 11. Independent Contractor: The Company, in the performance of this Agreement, shall be and act as an independent contractor. The Company understands and agrees that it and all of its employees shall not be considered officers, employees, co-agents, partner, or joint venture of the LEA, and are not entitled to benefits of any kind or nature normally provided employees of the LEA and/or to which LEA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Company shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Company's employees. In the performance of the work herein contemplated, the Company is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the LEA being interested only in the results obtained.

Article 12. Arbitration Fees and Hold Harmless: Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees. Both parties agree to hold the other party, its officers, agents or employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents or employees under this agreement. In the event the Company is found in

breach of this agreement and/or negligent, the parties agree that the Company's financial and other liability will be limited to the compensation given to it by the LEA for the agreement year in question. The Company will not be liable for any other compensation to the LEA.

Article 13. Alterations or Variance: No alterations to this Agreement or variance from the provisions herein shall be valid unless made in writing and executed by both of the parties hereto.

Article 14. A.B. 1610: If the Company personnel are in contact with students on a more than limited or occasional basis as determined by the LEA, the Company agrees to provide the LEA with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked and that none of these employees have been convicted of a serious or violent felony. This contract may, at the LEA's discretion, be immediately terminated in the event the Company fails to comply with this law.

Article 15. Performance of Services

15.1. Standard of Care: The Company represents that it has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the LEA. The Company's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to school agencies. The Company shall carefully study and compare all documents, findings, and other instructions and shall report to the LEA, in writing, any error, inconsistency, or omission that the Company or its employees may discover. The Company shall have responsibility for discovery of errors, inconsistencies, or omissions.

15.2 Meetings: The Company and the LEA agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of the Company's performance of Services. Meetings will be conducted via telephone or web conferencing. Face to face meetings are available upon request for an additional fee.

Article 16. Audit: The Company shall establish and maintain records, and systems of accounting, in accordance with E-rate rules and regulations, regarding all E-Rate forms transacted under this Agreement. The Company shall provide these records and systems of accounting during the Term of this Agreement to the LEA at the completion of each E-rate Fund Year. The records should be sufficient, based on current program rules, to pass any audit performed by the Schools and Libraries Program. LEA shall retain the documentation for a minimum of ten (10) years after the end of the Fund Year. The Company shall support LEA with up to fifteen (15) hours of services in the event of a Beneficiary and Contributor Audit Program (BCAP) audit conducted by the Federal Communications Commission (FCC), or its agents. Services provided by the Company in excess of fifteen (15) hours will be billed at the rate of \$75.00 per hour, accrued in fifteen (15) minute increments. On-site presence during such audits is available upon request and at an additional fee. *The Modernization*

Orders implemented in 2015 marked a change in the audit procedures which made on-site audits a rare event.

Article 17. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Article 18. California Law: This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the LEA's administrative offices are located.

Article 19. Waiver: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 20. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Article 21. Provisions Required By Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

Article 22. Authority to Bind Parties: Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

Article 23. Captions and Interpretations: Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

Article 24. Calculation of Time: For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

Article 25. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

Article 26. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Article 27. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

Gridley Unified School District, BEN: 200782

LEA Representative:

Representative Signature:

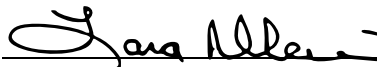
Signature Date:

E-rate Advisors, CRN: 16079893

Company Representative: Lara Allen

Representative Signature:

Signature Date:



May 6, 2021

Attachment “A”: E-rate Application Scope of Work

The following describes the deliverables and the responsibilities of the Company. The LEA may give permission to the Company to certify E-rate forms on behalf of the LEA.

1. **E-rate cycle advanced planning**
 - a. Conduct an assessment and planning meeting with LEA to establish annual timelines and procurement needs as it relates to E-rate eligible goods and services.
 - b. Advise LEA of any adjustments needed to LEA processes in order to maintain E-rate program compliance.
2. **Schools and Libraries Division**
 - a. Act as the main point of contact and liaison with the Schools and Libraries Division (SLD).
3. **Discount Calculation**
 - a. Collect information necessary to establish the discount percent for the LEA and update the E-rate Productivity Center (EPC) applicant profile(s).
4. **Procurement**
 - a. In collaboration with LEA, Establish procurement type, procurement timeline and Evaluation Matrix criteria and points
 - b. Assist with the development of the Request for Proposal (RFP) when needed.
 - c. Provide sample language of Legal Notice for publishing in the newspaper, when needed.
 - d. The Company will prepare and certify, if authority to certify is granted by the LEA, the **FCC Form 470**.
 - i. The Company will ensure all deadlines associated with the FCC Form 470 are met in a timely manner.
 - e. Question and Answer from proposers: LEA may choose to respond to questions from proposers, or LEA may direct the Company to do so.
 - f. Receipt of proposals: The Company will, at minimum, be copied via email on all proposals received. The LEA may opt for the Company to manage receipt of all proposals, which will then be provided in an organized manner to the LEA for review.
 - g. Evaluation matrix: The Company will provide the Evaluation Matrix to the LEA for review, approval and signature.
 - h. Contract signature: The Company will ensure that a contract, proposal, or Letter of Intent is signed by the LEA prior to proceeding with the FCC Form 471.
5. **Request for funds**
 - a. The Company will prepare and certify, if authorized to certify by the LEA, the **FCC Form 471**, based on awarded services.
 - b. The Company will ensure all deadlines associated with the FCC Form 471 are met in a timely manner.
6. **Program Integrity Assurance (PIA)**
 - a. The Company will prepare and respond to all PIA questions in an expeditious manner.

7. **Funding Commitment Decision Letter (FCDL)**
 - a. The Company will review the FCDL for accuracy.
 - i. An appeal will be submitted immediately if errors are discovered.
8. **FCC Form 486 and Post-Commitment activities.**
 - a. The Company will communicate with the LEA to ensure the funding will be utilized in the given funding year.
 - b. The Company will prepare and submit, if authorized by the LEA, the FCC Form 486.
 - c. Promptly file all "post-commitment" forms necessary to remain compliant and ensure receipt of funding to LEA. This includes, but is not limited to, the FCC Form 472, Form 500, Service Substitutions, SPIN splits, Service Provider "grids" or "data collection" forms.
9. **Other services**
 - a. Full service in the event of **Selective Review** or **Payment Quality Assurance Review**.
 - b. **Audit support:** 15 hours of off-site (virtual) support
 - i. On-site audit support is available according to the following fee schedule:
 1. All travel expenses (i.e airfare, lodging, rental car, meals)
 2. \$75 per hour for a minimum of 4 hours per day for a minimum of 3 days, not including travel days.
10. **Audit Documentation**
 - a. All services rendered by the Company will have full guarantee of documentation needed to successfully pass an audit. There is no time limit on how long the Company will maintain such documents.
 - b. Documents that are not available to the Company, such as proof of payment to service providers, will be the responsibility of the LEA.
 - i. LEA will be provided a list of documents that LEA will be responsible for.
11. **Inventory of Category 2 equipment**
 - a. The Company will track equipment purchased with Category 2 funds, beginning with the first year of the contract between LEA and Company.
12. **Education**
 - a. The Company will explain and educate the LEA on E-rate rules and regulations when requested.
13. **Services for open items from prior years**
 - a. The Company will ensure that all funding for the 2020/21 year is managed properly, so that the LEA benefits from the approved funding.
 - i. Service provider forms
 - ii. Invoicing
 - iii. Reconciliation
 - iv. Appeals, if necessary
 - v. Review of all funding and procurement procedures to ensure compliance with E-rate rules and regulations.

The following describes the responsibilities of the LEA.

14. **E-rate cycle advanced planning**
 - a. Communicate with the Company about the technology needs of the LEA
 - b. Ensure local procurement policy aligns with E-rate procurement requirements. The Company will assist with this.
 - c. Determine if the LEA will allow the Company to certify forms on behalf of the LEA.
15. **Schools and Libraries Division**
 - a. Assign full rights within the E-rate Productivity Center (EPC) to individual employees of the Company.
 - b. Allow the Company to communicate with the Schools and Libraries Division (SLD) on the LEA's behalf.
16. **Discount Calculation**
 - a. Provide requested documentation to the Company.
17. **Procurement**
 - a. Work with the Company to establish procurement timelines such as the opening and closing dates of the procurement.
 - b. Provide technical specifications for RFPs when needed.
 - c. Publish the Legal Notice in the newspaper, when needed.
 - d. Determine if the LEA will handle Q and A from proposers or if this will be delegated to the Company.
 - e. Ensure the Evaluation Matrix is filled out and signed prior to signing contracts.
 - f. Ensure contracts are signed in accordance with local policy.
18. **FCC Form 471**
 - a. Respond to requests from the Company regarding contracts, or other documentation necessary to support the Form 471.
19. **Program Integrity Assurance (PIA)**
 - a. Respond to any request for information from the Company within five (5) days of receipt of the request.
20. **Audit Documentation**
 - a. Maintain relevant E-rate documents for a minimum of 10 years beyond the last date of service. This documentation is separate from the documentation maintained by the Company. A full list of required documents will be provided by the Company.
21. **CIPA compliance: Provide evidence of**
 - a. Board agenda showing CIPA discussion
 - b. Board minutes showing CIPA discussion
 - c. Internet filtering mechanism
 - d. Internet Safety Policy
 - e. Cyberbullying education plan
22. **Inventory**
 - a. Maintain inventory information according to E-rate requirements. These requirements will be provided to the LEA by the Company.

Letter of Agency

This agreement is entered into on this _____ day of _____ 2021, by and between **Intrinsic Admin Corp, dba E-rate Advisors**, a California Corporation and **Gridley Unified School District**, a Local Education Agency (LEA) under the laws of the State of California. E-rate Advisors' authority to communicate shall remain in effect during the term of the E-rate Management Services Agreement.

This Letter of Agency (LOA) grants E-rate Advisors the authority to investigate and communicate with E-rate service providers, the Schools and Libraries Division of the Universal Service Administrative Company and any other agency relevant to E-rate and CTF discounts on behalf of the LEA.

The LOA shall remain effective for the E-rate Fund Years prior to and including 2019, not to exceed December 31, 2027.

E-rate Advisors representatives include:

Lara Allen Rachel White Ed White

Gridley Unified School District, BEN: 200782

LEA Representative: _____

Representative Signature: _____

Signature Date: _____

E-rate Advisors, CRN: 16079893

Company Representative: Lara Allen

Representative Signature: _____

Signature Date: _____

May 6, 2021