

E-RATE AND EMERGENCY CONNECTIVITY FUND CONSULTING SERVICE AGREEMENT

This Agreement for Service (“this Agreement”) dated this 15th day of February 2023, between Santa Rosa City Schools of 211 Ridgway Avenue, Santa Rosa, California, 95401 (“District”) and Richard Tunheim, dba Arrestad-Gjervik Consulting of 4763 Saddle Club Lane, Santa Rosa, California, 95409 (“Consultant”).

Background:

- A. District is of the opinion that the Consultant has the necessary qualifications, experience and ability to provide services to District.
- B. The Consultant is agreeable to providing such services to District on the terms and conditions set forth in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Scope of Services (“Services”)

District E-Rate Application (E-Rate)

This includes:

- Review District’s prior years application to meeting with District personnel.
- Meeting with personnel to determine scope for funding year 2023-2024.
- Provide recap of meeting with any timelines and deliverables required to initiate E-Rate application process.
- Issuance of E-Rate forms identifying services for which District is seeking discounts.
- Develop and distribute Requests for Proposals (RFPs) in support of District’s E-Rate application, as necessary.
- Review RFP responses with District staff and assist in selection of service provider, as requested, to be identified in District’s E-Rate application.
- Submit s E-Rate application(s) and provide District with status reports as application(s) work through the E-Rate process.
- Respond to SLD during E-Rate audit process.
- Upon approval of District ’s application(s), submit E-Rate and any vendor forms to allow District to receive discounted billing and/or reimbursement for approved services.

District Emergency Connectivity Funs Application (ECF)

This includes:

- Identify information necessary for submission of the ECF application to be provided by the District.
- Provide District with overview of proposed filing and timeline for submission.
- Prepare and submit ECF application.
- Respond to any requests for additional information to support District’s application during application review.
- Advise District of ECF funding decision
- Prepare and submit ECF reimbursement requests.

Term of Agreement

1. The term of this agreement will begin on upon signing by both parties and will remain in full force and until completion of the Services, subject to earlier termination as provided in this Agreement, with the said term being capable of being extended by mutual agreement of both parties for three additional years.
 - a. Completion of services shall be defined as completion of the Scope of Services, confirmed issuance of USAC Funding Decision Commitment Letter and District receipt of approved discounts/reimbursements.
 - b. The SLD may, at any time up to five 5 years after the completion of Services, audit District's E-Rate application(s). Audit assistance of work defined Services is provided for 5 years from completion of the E-Rate application and funding process is included in the total charge for Services.

Performance

2. The parties agree to everything necessary to ensure that the terms of this Agreement take effect.

Compensation

3. Universal Service Administrative Corporation (USAC) administers Schools and Libraries E-Rate and Emergency Connectivity Fund programs.

Schools and Libraries E-Rate funds in two categories; Category One Telecommunications and Internet Services and Category Two Internal Connections and Basic Maintenance.

E-Rate Category One Telecommunications and Internet Services: The District will pay to the Consultant compensation on the following basis: Total annual charge for the service will be \$7,000.00, for submission of District's E-Rate application for Category One, Telecommunications and Internet Services application. This work will be billed in two equal stages; upon submission the of District's E-Rate application (Form 471) for the funding year and upon receipt of E-Rate Funding Commitment Decision Letter.

E-Rate Category Two Internal Connections and Basic Maintenance applications are filed separately from Category One application and are District specific. Upon the request of the District, an E-Rate application requesting discounts for eligible Category Two equipment and services will be filed. For submission of an E-Rate Category Two application, the District will pay to the Consultant compensation on the following basis: \$1,000 or 3% of the Internal Connections/Basic Maintenance discount approved by the Schools and Libraries Division, whichever is greater. Total cost for Category Two application shall not exceed \$7,500.00. This will be billed upon receipt of E-Rate Funding Commitment Decision Letter approving discount funding.

Emergency Connectivity Fund applications filed at the District's direction request reimbursement for eligible equipment and services for Fiscal Years 2021-2022 (approved) and 2022-2023 (pending). For submission of an ECF application(s), the District will pay the Consultant compensation on the following basis: \$1,000.00 or 1% of the amount of ECF funding approved for reimbursement, whichever is greater, not to exceed \$5,000.00 per application. This will be billed following receipt of approved reimbursement(s).

Provision of Extras

4. District agrees to provide, for the use of the Consultant in providing the services, the following extras: District to provide access to previous E-Rate filings, communications billing records, any communications service contracts and State of California Department of Education CALPADS 1.17 report for 2021-2022 Academic Year.

Confidentiality

5. The Consultant agrees that he will not disclose, divulge, reveal, report or use, for any purposes, any confidential information with respect to the business of District, which the Consultant has obtained, except as may be necessary or desirable to further be business interests of District.

Non-Solicitation

6. The Consultant agrees that during the term of this Agreement and for a period of 5 years after the termination of this Agreement, the Consultant will not in any way directly or indirectly:
 - A. Induce or attempt to induce any employee of other service provider of to quit employment or retainer with District;
 - B. Otherwise interfere with or disrupt District's relationship with its employees or other service providers;
 - C. Discuss employment opportunities or provide information about competitive employment to any of District's employees or other service providers;
 - D. Solicit, entice, or hire away any employee or other service provider of District.

Ownership of Materials

- 8 All materials developed, produced, or in the process of being so under this Agreement, will be the property of District. The use of the mentioned materials by District will not be restricted in any manner.

Return of Property

- 9 Upon expiration or termination of this Agreement, the Consultant will return to District any property, documentation, records, or confidential information which is the property of District.

Assignment

- 10 The Consultant will not voluntarily or by operation of law assign or otherwise transfer it obligations under this Agreement without the prior written consent of District.

Capacity/Independent Contractor

- 11 It is expressly agreed that the Consultant is acting as an independent contractor and not an employee in providing the Services under this Agreement. The Consultant and District acknowledge that this Agreement does not create a partnership or joint venture between District and Consultant and is exclusively a contract for service.

Modification of Agreement

- 12 Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

- 13 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - A. Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, California 95401
Attn: Adrian Bica, Executive Director Technology
E-mail: abica@srcs.k12.ca.us

B. Aarrestad-Gjervik Consulting
4763 Saddle Club Lane
Santa Rosa, California 95409
Attn: Rich Tunheim
E-mail: rich@aagjconsulting.com

Or to such other addresses to which any Party from time to time notify the other.

Costs and Legal Expenses

14 In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Entire Agreement

15 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

15 It is understood and agreed that the Consultant will maintain liability insurance limited to \$1,000,000.00 for any loss (whether direct, indirect or consequential) to the District or any other party which may arise from the provision of the Services. Proof of Insurance available upon request.

Indemnification

16 The Consultant will indemnify and hold District harmless from any claims against District by any other party, arising directly or indirectly out of the provision of the Services by the Consultant.

Governing Law

17 It is the intention of the parties to this Agreement that this Agreement and performance under this Agreement, and all suits and special proceedings under this agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Termination

18 District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of the termination, stating the reason for the termination. Consultant shall receive payment for all services satisfactorily rendered to such date.

Severability

19 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

20 The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown by their respective duly authorized representatives

SANTA ROSA CITY SCHOOLS

AARRESTAD-GJERVIK CONSULTING

Rich Tunheim

By: _____

By: Rich Tunheim

Title: _____

Title: Consultant

Date: _____

Date: 2/15/2023