



## CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Warren County School District**, a local education agency ("District") and CSM Consulting, Inc. ("Consultant").

### **RECITALS**

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

### **I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE**

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
  - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
  - Assist and coordinate the preparation and filing of:
    - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
    - Implementation Deadline Extension Request (ImDER)
    - Invoice Deadline Extension Request (IDER)
    - Review draft RFPs, bid evaluations and draft contracts for E-Rate compliance
    - Service Provider Identification Number (SPIN) Change Requests
    - Service Substitution Requests
    - Service Certifications
    - Program Integrity Assurance (PIA)
    - Payment Quality Assurance (PQA) requests
2. Act as District's main point of contact with the SLD.
3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.
4. Please indicate if Consultant has the authority to certify the following forms on behalf of the District by placing a checkmark next to the applicable E-Rate form.

Form 470 ☐ Form 471 ☐ Form 472 ☐ Form 486 ☐ Form 500 ☐

### **II. DISTRICT RESPONSIBILITIES**

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.

3. Take such official action, such as review of Consultant's drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf for any form not selected in Section I.4 (authorizing Consultant to certify specified forms).

### **III. COST**

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:
  1. Category 1 (Broadband and Internet Access services) - **\$5,000** plus;
  2. Category 2 (Internal Connections) - \$3,000 plus 3.5% of requested amount. Should the District choose not to apply for Category funding, there would be no fee. Should the District proceed with the procurement but then not apply for E-Rate funding, or cancel the pending E-Rate funding request, the cost would be \$3,000.
2. **Invoice Terms.** Invoices will be issued immediately following the submission of the Form 471 application(s).

### **IV. MISCELLANEOUS**

1. **Term.** The term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2024, or upon execution (whichever is later), through June 30, 2025.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties and approved by the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act..
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
5. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
6. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
7. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.

8. **Insurance.** Consultant shall maintain error and omission insurance with policy limits of at least \$1,000,000. Consultant shall provide the District with a certificate of insurance evidencing compliance with this requirement prior to the execution of this Agreement.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Warren County School District  
6820 Market Street  
Russell, PA 16345

CSM Consulting, Inc.  
P.O. Box 4408  
El Dorado Hills, CA 95762-0018

10. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of Pennsylvania.
11. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
12. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in \_\_\_\_\_, \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 2024.



\_\_\_\_\_, Vice President  
David T. Cichella

\_\_\_\_\_, Title \_\_\_\_\_

\_\_\_\_\_  
Warren County School District

### **AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)**

This ATC/LOA (Agreement) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, (“Consultant”) and **Warren County School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until June 30, 2025. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

#### **Warren County School District**

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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