



INFINITY COMMUNICATIONS & CONSULTING, INC.  
AGREEMENT FOR PROFESSIONAL SERVICES

Client No: 0481

This Agreement for Professional Services ("Agreement") is entered into as of this day, February 24, 2016, between Infinity Communications & Consulting, Inc. hereinafter referred to as "Infinity," and Colusa Unified School District hereinafter referred to as the "Client." The parties agree as follows:

1. SERVICES

Infinity agrees to perform Consulting and Professional Services ("Services") on behalf of the Client for the term of this Agreement. Infinity's responsibilities and determination of reimbursable costs for said Services are set forth in the following attachments, which are made a part of this Agreement:

- a) Attachment "A" titled "*Scope of Work*"
- b) Attachment "B" titled "*Compensation and Reimbursable Expenses Schedule*"

2. BASIS OF COMPENSATION

Infinity shall bill Client's services as the rate(s) set forth in Attachment B titled "*Compensation and Reimbursable Expenses Schedule*". The Client will render payment to Infinity upon receipt of invoice(s).

3. SCOPE OF WORK

The scope of Infinity's responsibilities for this agreement are defined in the *Attachment A titled Scope of Work*.

4. TERM AND TERMINATION OF SERVICE

Infinity services are provided on a term commitment basis as specified in Attachment B titled "*Compensation and Reimbursable Expenses Schedule*". The term commences on the contract executed date.

The Client and/or Infinity may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.

In the event that the Client terminates this Agreement without cause, the Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

In the event that the Agreement is terminated; Infinity shall deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days.

5. CLIENT'S RESPONSIBILITY

The Client agrees to comply with the responsibilities as specified in Attachment A to ensure the successful completion of services covered in this Agreement.

6. RECORDS

Infinity will maintain full and accurate records in connection with this Agreement and will make them available to the Client for inspection during normal business hours, Monday to Friday, 8am to 5pm.

7. STATUS OF INFINITY

The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Infinity shall be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus or similar benefits the Client provides for its employees.

8. COPYRIGHTS AND LICENSES

The Client and Infinity agree that in transmitting "Instruments of Services", or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for the use of this project.

Infinity and/or its Consultants shall be deemed the authors and owners of their respective "Instruments of Service", including, but not limited to Infinity's, Erate Template Forms, Bid Documents, Drawings and Specifications, and Infinity shall retain all common law, statutory and other reserved rights, including copy rights. The Submission or distribution of these "Instruments of Service" to meet the requirement of this Agreement shall not be construed as a publication in derogation of the reserved rights of Infinity and/or its consultants.



Upon execution of this Agreement, Infinity grants the Client a nonexclusive limited license to use Infinity's "Instrument of Service" solely and exclusively for the purposes of constructing, using, maintaining, altering and adding to the projects associated to this Agreement, provided that the Client substantially performs its obligation, including prompt payment of all fees due to Infinity, under this Agreement. If Infinity rightfully terminates this Agreement for cause the license granted to the Client shall terminate.

In the event that the Client uses the "Instruments of Service" without obtaining Infinity's written consent, the Client releases Infinity from all liability, claims and causes of action arising from such use.

9. HOLD HARMLESS & LIMITATION OF LIABILITY

Infinity and Client agree to hold the other party, its officers, agents, and 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 Infinity is found in breach of this Agreement and/or negligent, the parties agree that the maximum amount of damages the Client may receive from Infinity shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement during the particular year of the breach and/or negligence.

10. COMPLIANCE WITH LAWS

Infinity shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

11. MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES

This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved/acknowledge by both parties under a writing Addendum. If any action is brought concerning this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

12. INSURANCE

General Liability Coverage

Infinity maintains general liability insurance in the amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general liability insurance form or other form with a general aggregate limit is used, limit shall be at least twice the required occurrence limit.

Automobile Liability Coverage

Infinity maintains automobile liability insurance covering bodily and property damage for all activities arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

  
Signature

February 24, 2016  
Date

Cherese Grell  
Name

Gen. Manager  
Title

P.O. Box 999, Bakersfield, Ca. 93302  
Address/City/Sate/Zip

82-0573429  
Federal Tax ID#

Colusa Unified School District

  
Signature

3/7/16  
Date

Wayne Newman  
Name  
Superintendent  
Title

745 10<sup>th</sup> St. Colusa, CA 95932  
Address/City/Sate/Zip



## ATTACHMENT "A" – SCOPE OF WORK

Agreement No: 0481-15C

### SERVICES: CATEGORY TWO E-RATE APPLICATION MANAGEMENT SERVICES

#### INFINITY'S RESPONSIBILITIES:

Infinity shall perform the following tasks for our Category Two E-rate Application Management Services:

#### E-rate Application Management, including:

1. Consult with the Client to determine the filing strategy that best suits their needs.
2. Prepare and submit to the Client, for their certification, the following program forms: Form 470, Form 471, and Form 486.
3. Monitor and inform the Client of their Application and Funding Commitment status.
4. Coordinate with the Client and Service Provider to respond to Program Integrity Assurance (PIA) questions.
5. Assist the Client, if requested, in the preparation of program auditor's requested documentation.
6. Provide the Client with one (1) Electronic and one (1) Hardcopy copy of all pre-Form 471 "Bidding Documents", bid evaluations, and contracts, as required for Document Retention per the E-rate program.

#### Excluded from Infinity's Service Offering:

- System design, project engineering, drafting, and/or technical spec writing services.
- On-site services, including but not limited Job-Walks, Site Assessments, etc.
- E-rate Service Substitutions, Invoice and Deadline Extension requests.

Additional Services requested by the Client of Infinity to perform, other than those listed above and/or in the quantity listed above, will be billed to the Client at an Hourly rate plus actual and necessary expenses, per the attached *Attachment "B" Compensation and Reimbursable Expenses Schedule*.

#### CLIENT'S RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our Category Two E-rate Application Management Services, shall include:


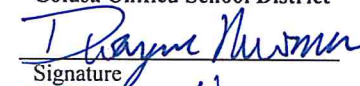
1. Appoint and identify a representative to act on their behalf whom has the authority to render decisions.
2. Respond to requests from Infinity, no later than three (3) business days upon receipt of written request from Infinity, as not to cause unreasonable delay in the progress of Infinity's services.
3. Furnish all legal, insurance and accounting services, that may be reasonably necessary, that meet the Client's own needs and interests.
4. Provide reasonable access to the site and Client's personnel to allow Infinity to perform the work detailed in this agreement.
5. Provide Infinity with all "Design Documents" required for the successful completion of the agreed service, including, but not limited to; a scope of work for the requested services, equipment and/or performance specifications, project drawings and/or system single-line diagrams.
  - a. The Client accepts the sole responsibility and liability for the quality and accuracy of the "Design Documents" provided to Infinity.
6. Grant Infinity permission and license to distribute the provided "Design Documents" to perform the work described in this agreement.
7. Provide Infinity with all E-rate "Supporting Documents" required for the successful completion of the agreed service, including, but not limited to; Approved Free & Reduced Lunch numbers, Approved Technology Plan, Budget Information, Copy of CIPA Compliance, Evaluation of Bid Responses, Board Meeting Minutes, Copy of Executed Agreements, etc.
8. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file E-rate forms and respond to the USAC's request for information.
9. Sign and certify the E-rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-rate Program's time sensitive deadlines.



**CLIENT'S RESPONSIBILITIES CONTINUED**

10. Comply with all of the Schools and Libraries Division's (SLD) E-rate program rules and requirements, including but not limited to:
- a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal bidding laws.
  - b. Wait a minimum of 28 days after the posting of the Form 470 or the release of the RFP, whichever comes later, before selecting a Service Provider or executing a Contract.
  - c. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, with the cost of E-rate eligible goods and services as the highest weighted factor.
  - d. Award a contract the successful Bidder prior to submitting a request for funding (Form 471).
  - e. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-rate Program). The Client will provided Infinity a copy of the EAR for compliance with the "Inventory" section of E-rate's "Document Retention Policy".
  - f. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

<b>Infinity Communications &amp; Consulting, Inc.</b>		<b>Colusa Unified School District</b>	
	February 24, 2016		3/7/16
Signature	Date	Signature	Date
Chereese Grell	Gen. Manager	Dwayne Newman	Superintendent
Name	Title	Name	Title
P.O. Box 999, Bakersfield, Ca. 93302		745 10 <sup>th</sup> Street	Colusa CA 95932
Address/City/Sate/Zip		Address/City/Sate/Zip	
82-0573429			
Federal Tax ID#			



**ATTACHMENT "B" – COMPENSATION AND REIMBURSABLE EXPENSES SCHEDULE**

Agreement No: 0481-15C

**TERM OF CONTRACT:**

This Agreement is for a term of 1 year, with an expiration date of February 24, 2017.

**BASIS OF COMPENSATION: CATEGORY TWO E-RATE APPLICATION MANAGEMENT SERVICES**

Infinity's fee will be a one-time flat rate fee of \$3,500.00. Infinity's Services Fee includes our Category Two E-rate Application Management Services for the Client's desired Category Two project.

**Standard Hourly Rates Schedule**

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$58.00/hour
Sr. Construction Manager	\$125.00/hour
Construction Manager	\$95.00/hour
Contracts Administrator	\$61.00/hour
Erate Consultant	\$140.00/hour
Erate Specialist, III	\$90.00/hour
Erate Specialist, II	\$72.00/hour
Erate Specialist, I	\$51.00/hour
Support Staff	\$48.00/hour

# INFINITY

COMMUNICATIONS AND CONSULTING


**Reimbursable Expenses Schedule**

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.54/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

**Infinity Communications & Consulting, Inc.**

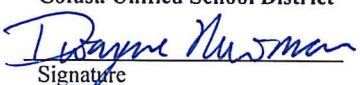
  
 Signature \_\_\_\_\_  
 February 24, 2016  
 Date \_\_\_\_\_

Cherese Grell  
 Name \_\_\_\_\_  
 Gen. Manager  
 Title \_\_\_\_\_

P.O. Box 999, Bakersfield, Ca. 93302  
 Address/City/Sate/Zip \_\_\_\_\_

82-0573429  
 Federal Tax ID# \_\_\_\_\_

**Colusa Unified School District**

  
 Signature \_\_\_\_\_  
 3/7/16  
 Date \_\_\_\_\_

Wayne Newman  
 Name \_\_\_\_\_  
 Superintendent  
 Title \_\_\_\_\_

745 10<sup>th</sup> St. Colusa CA 95932  
 Address/City/Sate/Zip \_\_\_\_\_