



CONSULTING AGREEMENT No. PUHSD120816

This AGREEMENT is made as of August 16, 2012, by and between **eDimension LLC**, whose address is 40335 Winchester Rd, Suite E522, Temecula, CA 92591, hereinafter referred to as "**eDimension**", and **Perris Union High School District**, whose principal place of business is located at **155 E 4th Street, Perris, CA 92570**, hereinafter referred to as "**District**"

WHEREAS, the District desires to engage the services of eDimension to perform for the District consulting services regarding the Schools and Libraries Program of the Universal Service Fund (USF) administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), commonly known as "E-rate", as an independent contractor and not as an employee; and

WHEREAS, eDimension desires to consult with the Board of Trustees, the officers of the District and the administrative staff, and to undertake for the District professional services regarding the Schools and Libraries Program of the Universal Service Fund, commonly known as "E-rate";

NOW, THEREFORE, it is agreed as follows:

1. **Term.** The term of this agreement shall be in effect through June 30, 2013 and may be terminated by either party by thirty (30) days prior written notice personally delivered or sent by certified mail (return receipt requested) to the other party. This agreement may be extended by the parties in a subsequent, written, mutually-executed agreement.
2. **Services.** eDimension shall provide professional services concerning matters pertaining to E-rate as defined under Scope of Work in Attachment 1. eDimension shall not represent the District, its Board of Trustees, its officers or any other members of the District in any transactions or communications nor shall eDimension make claim to do so unless so authorized by the District through a signed and dated Letter of Agency.
3. **Liability.** With regard to the services to be performed by eDimension pursuant to the terms of this agreement, eDimension shall not be liable to the District, or to anyone who may claim any right due to any relationship with the District, for any acts or omissions in the performance of services on the part of eDimension or on the part of the agents or employees of eDimension, except when said acts or omissions of eDimension are the result of willful misconduct or gross negligence. The District shall hold eDimension free and harmless, and defend eDimension, from all liabilities and all claims, including any obligations, costs, claims, judgments, attorney's fees, and attachments arising from or growing out of the services rendered to the District pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise solely due to the willful misconduct or gross negligence of eDimension and eDimension is adjudged to be guilty of such willful misconduct or gross negligence by a court of competent jurisdiction.
4. **Compensation.** The District shall pay to eDimension for services rendered the amount(s) stated in Attachment 2. Payments are due within thirty (30) days of eDimension's invoice date, and overdue amounts will accrue a carrying charge of 12% interest per annum.

- 5. **Mediation.** The parties agree to formally mediate any dispute or claim arising between them out of or related to this agreement, or any resulting transaction, before resorting to legal action. Unless otherwise agreed in writing by the parties, all mediation must be completed within sixty (60) days of written notice by one party to the other of any dispute or claim arising out of or related to this agreement. Fees of the mediator shall be divided equally between the parties. If a party commences legal action without first attending and participating in a mediation of the dispute or claim, that party shall not be entitled to their attorney's fees or costs, even if they would otherwise be available to that party in any such legal action, or pursuant to this agreement, unless the reason that the party initiating legal action has failed to attend or participate in mediation is due to the action or lack of action by the other party.

- 6. **Construction, Jurisdiction, and Attorney's Fees.** This agreement and all rights and duties hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of California, without respect to choice of law. The parties agree that the exclusive jurisdiction of any legal action arising from or related to this agreement shall be in the courts of the State of California and no legal action shall be commenced elsewhere. The parties agree that the venue of any such legal action shall be Riverside County, California. The parties agree that this Agreement is made in Riverside, Riverside County, California. No action may be filed more than one year after the date of the accrual of the claim or cause of action, regardless of whether on that date any damages were ascertainable or calculable. Except as provided by paragraph 5, the prevailing party in any such action shall be entitled to their reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. If any of the provisions of this agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 7. **Complete Agreement.** This agreement (with Attachments 1 and 2) constitutes the complete and integrated agreement between the parties, superseding all proposals or agreements, oral or written, and all other communications between the parties relating to the subject of this agreement. No change, addition, erasure on any portion of this agreement shall be valid or binding upon either party. There may be no modification of this agreement, except in writing, executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

"District"

Signature

Printed Name

Title

"eDimension"

Signature

John Mollway

Printed Name

President/CEO

Title



Attachment 1

1. **Scope of Work** – Services related to the Schools and Libraries Program to be performed by eDimension include:
 - File all required E-rate forms including, but not limited to 470, 471, 486, 500 and 472 (BEAR).
 - At the request of the District, act as the primary point of contact for all E-rate communications between the District and service providers and USAC.
 - Prepare responses to USAC Program Integrity Assurance (PIA) and Selective Review requests.
 - Review the District Education Technology Plan.
 - Review USAC Eligible Services List and make appropriate recommendations to the District.
 - Attend vendor job walks as needed.
 - Assist the District in the review and evaluation of proposals and vendor selection.
 - Create and maintain web site (<http://PUHSD2013.edimensionconsulting.com>) for all RFP's, addendums, notices, and related E-rate information and communications related to the E-rate application and competitive bidding process.
 - Comply with District, State of California and E-rate competitive bidding requirements.
 - Provide copies of E-rate documentation to the District in a timely manner and retain copies of all E-rate documents as required by USAC.
 - File appeals as directed by the District.
 - Assist District with audits requirements.

2. **Recitals**
 - All eDimension services will be directly related to the Schools and Libraries Program (E-rate).
 - District will request E-rate funding for:
 - Internet Access¹ to/from a single District location.
 - Telecommunications¹ and Telecommunications Services¹ for all eligible District schools and non-instructional facilities including telephone service¹, digital transmission services¹ and telephone service components¹.
 - Internal Connections¹ components required to meet district standards as defined by the Educational Technology Plan.
 - Basic Maintenance of Internal Connections¹.
 - Services include E-rate Funding Year 2013-2014.
 - Services include E-rate Funding Years prior to 2013-2014.
 - All funding requests will be justified and validated in the District approved Educational Technology Plan.

3. **District Requirements**
 - The District will provide all required data/information to eDimension in a timely manner.
 - The District will ensure accuracy of data/information supplied to eDimension.
 - The District will certify all E-rate forms.
 - The District will provide eDimension with the following item prior to the start of services:
 - Fully executed copy of this agreement
 - Purchase Order
 - Letter of Agency
 - The District will provide a single point of contact for project coordination with eDimension.

¹ Eligibility and descriptions of services as defined by the Schools and Libraries Eligible Services List for Funding Year 2013.

Attachment 2

Compensation

E-rate services provided by eDimension pursuant to this agreement will be invoiced monthly, September 1, 2012 through June 1, 2013, to the District according to the following options as indicated by below:

Annual E-rate Professional Service Fees:

\$ 27,600 Priority 1 (Telecommunications and Internet Access) and Priority 2 (Internal Connections and Basic Maintenance) E-rate Service Fee.

\$ 27,600 TOTAL

Upon written agreement of both parties, additional services requested by the District may be performed by eDimension at a rate \$125 per hour.