



**SERVICES AGREEMENT FOR MANAGED SERVICES
BETWEEN
Green Hills AEA
AND
CLARINDA CSD**

This Agreement is entered into by and between the Green Hills AEA (“GHAEA”) and CLARINDA CSD (the “District”) effective as of July 1, 2023 (the “Effective Date”).

GHAEA and the District agree as follows:

1. **Scope of Work.** GHAEA will provide to the District the services as set forth in Schedule A (the “Services”), which shall be attached hereto and is by this reference incorporated as part of this Agreement. Multiple Schedule A documents may be included.
2. **Service Contracts.** The District agrees to make payments to GHAEA according to the fee schedule set forth in Schedule B, which shall be attached hereto and is by this reference incorporated as part of this Agreement. The District further agrees to compensate GHAEA for all services and expenses incurred in connection with providing the Services as set forth in Schedule B and elsewhere in this Agreement. Multiple Schedule B documents may be included.
3. **Term(s) and Termination.** GHAEA shall provide the Services beginning on the Effective Date and shall continue providing the Services until terminated by either party. This Agreement shall terminate upon the occurrence of any of the following:
 - a. The District breaches any of its obligations under this Agreement. In the event of such breach of performance, GHAEA shall provide written notice to the District specifying the breach and the District shall have sixty (60) days to cure such breach. If the District fails to cure its breach within the sixty (60) day period, this Agreement shall immediately terminate.
 - i. Notwithstanding Section 3.a, if the District’s breach of this Agreement is a failure to timely make a payment pursuant to Schedule B, the District shall have sixty (60) days to cure such breach.

b. GHAEA breaches any of its obligations under this Agreement. In the event of such breach of performance, the District shall provide written notice to GHAEA specifying the breach and GHAEA shall have sixty (60) days to cure such breach. If GHAEA fails to cure its breach within the sixty (60) day period, this Agreement shall immediately terminate.

c. Either the District or GHAEA provides written notice of termination to the other party. Such notice of termination shall become effective, and this agreement shall terminate, sixty (60) days after delivery of such notice.

d. Notwithstanding any other provision contained in this Agreement, this Agreement shall immediately terminate and neither party shall be liable for any failures to perform if such failure is caused by acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, shortages, actions of any kind by a governmental authority (other than a governmental authority who is a party to this Agreement) whether such act is valid or invalid, or any other casualty.

In the event this Agreement terminates, , all rights and obligations of the parties hereunder shall cease as of the date of such termination, except that GHAEA will provide services in connection with migrating the District to a new service provider, and GHAEA shall charge the District at its normal hourly rate based upon the per diem rate set out in Schedule B for such migration services. Migration includes coordination of responsibilities, turnover, documentation, and response to questions from the new provider.

4. **Representations and Warranties.** GHAEA represents and warrants that the Services will be provided in a professional manner, by qualified personnel, consistent with this Agreement. GHAEA shall use commercially reasonable efforts to perform the Services to the District's satisfaction. The District represents and warrants that it will discuss with GHAEA any major purchases of technology hardware and software, as well as equipment and peripherals, such that GHAEA may advise the District as to the compatibility of such hardware, software, equipment, or peripherals. The District represents and warrants that GHAEA will be the sole provider of the Services unless alternate arrangements are made between the parties. Both parties represent and warrant that, if any disputes arise regarding this Agreement, the parties shall negotiate in good faith to resolve any disputes or differences. **GHAEA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS AGREEMENT. GHAEA EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE.**

5. **Limitation of Liability.** GHAEA shall indemnify and hold the District harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney fees, court costs, and costs of appeal) that the District may incur or sustain as a result of any breach by GHAEA of this Agreement or negligent or other wrongful conduct by GHAEA in the performance of its services and obligations under this Agreement.
6. **Limitation on Remedies.** The District shall indemnify and hold GHAEA harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney fees, court costs, and costs of appeal) that GHAEA may incur or sustain as a result of any breach by the District of this Agreement or negligent or other wrongful conduct by the District in the performance of its services and obligations under this Agreement.
7. **Assignment.** The District may not assign or delegate any or all of its rights or its duties under this Agreement without the prior written consent of GHAEA.
8. **Complete Agreement.** This Agreement (together with all attachments hereto) is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written proposals or agreements with respect to the subject matter of this Agreement. This Agreement may not be modified except in a writing executed by both parties.
9. **Conflict.** In the event that any term of this Agreement conflicts with any term provided for in the Schedules attached to this Agreement and incorporated herein, the terms of this Agreement shall control and the terms of the Schedules shall be subordinate.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Green Hills AEA

By: Christine M. Blum

Board President

Date: Apr 25 2023

(approved 4/25/23 Bd. Mtg.)

CLARINDA CSD

By: _____

Board President

Date: _____

SCHEDULE A

E-RATE MANAGED SERVICE

GHAEA'S RESPONSIBILITIES

GHAEA shall perform the following tasks for our E-rate Consulting Services:

Access - GHAEA will be available to the District by phone, email, or in person to address District related E-rate funding issues. District will provide the GHAEA with a minimum of 72 hours' notice of a request for onsite service.

Program Updates - GHAEA will periodically update the District on changes in E-rate process & rules to ensure the District takes full advantage of newly eligible products and services.

Program Compliance - GHAEA will assist the District to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, in regards to Bid Evaluations, Procurement, Technology Plans, CIPA compliance, Technology Budget, and Document Retention.

E-rate Application Management

Needs Assessment and Strategic Planning - GHAEA will meet with the District to determine a filing strategy that best meets the District's needs to maximize the District's E-rate funding opportunities.

Determination of Funding Request Amount – GHAEA will prepare the required E-rate program forms to determine an estimated annual funding request, review the District's current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services.

File Forms - GHAEA will prepare and file all forms required by USAC's School and Library Division to receive E-rate funding.

Administration of PIA Process - GHAEA will assist the District in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests.

Application Status - GHAEA will provide the District with progress status on applications, reviews, and modifications, for the District's open funding requests.

Request For Proposal (RFP) Management Services

Develop RFP Documents – GHAEA will develop a Request for Proposal (RFP) for services in compliance with the District's local/state and the E-rate Program's procurement requirements.

RFP Tracking - GHAEA will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders.

Administration of RFP Process – GHAEA will prepare and distribute project clarification(s) and/or

addenda(s) to address questions from prospective bidders.

Bid Opening – GHAEA will conduct the opening of bid response(s). All bid openings will be held at Green Hills Area Education Agencies offices, unless otherwise agreed upon between the District and GHAEA.

Bid Evaluation - GHAEA will evaluate the bid responses based on the E-rate Program's requirements for the "Evaluation of Bids", and provide the District with recommendations for the award of contract(s).

Contract Administration - GHAEA will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the District for execution.

Audit Assistance

Document Retention - GHAEA will maintain a copy of the documents required for E-rate Program's "Document Retention Policy", including; "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance", for up to 10 years from the last date of service.

Document Assistance – GHAEA will assist the District in the preparation and delivery of the Auditor requested documentation.

Support Services - GHAEA will represent the District during all E-rate Audits involving funding received or requested while under this agreement.

DISTRICT'S RESPONSIBILITIES

The District's responsibilities, for participating in GHAEA's E-rate Consulting Services, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve requests from GHAEA, in a timely manner as not to cause unreasonable delay in the progress of GHAEA's service.
2. Provide GHAEA with reasonable access to the site, if applicable, to allow GHAEA the ability to perform the work detailed in this Agreement.
3. Provide GHAEA all timely, accurate information, required for the successful completion of the agreed service, within 10 days, after the receipt of a request from GHAEA. This includes at a minimum, but not limited to; Copies of Monthly Service Provider Bills, Copies of Service Provider Contracts, Approved Free & Reduced Lunch numbers, Budget Information, Copy of Approved Technology Plan, Copy of CIPA Compliance, and "Authorized Contact" information.
4. Certify the E-rate forms required for the District'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.
5. For New Contracted Services or Month to Month Services, *only*

- A. Cooperate with GHAEA to conduct an “Open and Competitive” bid process, to comply with all applicable Local/State/Federal/E-rate Program procurement requirements, and bidding laws for all “new” requested services and contracts.
- B. Cooperate with GHAEA to conduct a non-bias bid evaluation, per the E-rate Program's “Evaluations of Bid” requirements, for all bid responses received as the result of posting a Form 470 (RFP).
- C. Comply with all Local/State/Federal/E-rate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
- D. Provide GHAEA copies of all documents pertaining to an award of contract for each funding request, to comply with the E-rate Program's “Document Retention Policy”.

6. 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 District will provide GHAEA access to the EAR for compliance with the “Inventory” section of E-rate's "Document Retention Policy”.

7. Cooperate with GHAEA to 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.

SCHEDULE B

Managed Services Package

Green Hills AEA (GHAEA) will provide technology assistance support as described in Schedule A. If GHAEA Technology staff is needed for an event, the District will inform GHAEA of such needs with reasonable advance notice. Normal working hours are Monday through Friday, 8 am until 4 pm. GHAEA will provide a list of all observed holidays not considered working hours. If support is needed outside of working hours, coverage can be arranged with reasonable advance notice. On-site days for this agreement are .8 FTE (i.e. four days out of a five day work week). Specific scheduled days to be determined by GHAEA and the District in cooperation.

When school is not in session due to weather, GHAEA, in consultation with the District, will decide how best to deploy resources. Support may be on call during this time, with the understanding that all projects will be completed on time. When the assigned technician is not able to attend work on a scheduled day, GHAEA will provide support remotely. After seven missed days when school is in session GHAEA will discount the contract for any days missed past seven.

GHAEA and the District understand that the costs provided for herein are the base costs for the Services. Any additional work items as indicated in Schedule A Section 3 will be separately quoted by GHAEA and agreed to by the District.

BASE COST FOR FISCAL YEAR (Selected services that apply)

| | |
|--|---------|
| <input type="checkbox"/> IT MANAGED SERVICE | N/A |
| <input checked="" type="checkbox"/> ERATE MANAGED SERVICE | \$1,625 |
| <input type="checkbox"/> TELEPHONE MANAGED SERVICE | N/A |
| <input type="checkbox"/> APPLICATION HOSTING SERVICE <input type="checkbox"/> Project Lead the Way <input type="checkbox"/> \$500 initial setup fee <input checked="" type="checkbox"/> <i>Billing will be based on the actual cost viewable from the AWS management console.</i> <input type="checkbox"/> Adobe Creative Cloud <input type="checkbox"/> \$500 initial setup fee <input checked="" type="checkbox"/> <i>Billing will be based on the actual cost viewable from the AWS management console.</i> <input type="checkbox"/> “Other” Application Hosting (AWS AppStream) <input type="checkbox"/> \$500 initial setup fee <input checked="" type="checkbox"/> <i>Billing will be based on the actual cost viewable from the AWS</i> | N/A |

| | |
|---|-----|
| <i>management console.</i> | |
| <input type="checkbox"/> vCISO (Virtual Chief Information Security Officer) SERVICE | N/A |

Billing by the GHAEA Business Office will be quarterly. Payment is due 30 days after receipt of the invoice.

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