

Broken Arrow School District (140044)

RE: E-Rate Consulting Services – Multi Year Renewal Option
E-Rate FY2022-23

This letter is to confirm that **Broken Arrow School District 3** will exercise the renewal option as stated on the May 2019 Master Services Agreement, “Term of this agreement shall be effective from date of execution of this agreement through June 30, 2020 with up to two (2) subsequent twelve-month renewals subject to mutual ratification in writing by both parties. Execution of the annual fee schedule shall be considered mutual ratification.”

2nd Auto renewal, FUNDING YEAR: 2022-2023

Fees for requests for Category One (C1) funding are for the amount shown below. Fees for Self-provisioned projects are an additional 3% of funding commitment amount due and payable upon issuance by USAC of the Funding Commitment Decision Letter(s) related to FY2022 self-provisioned project.

Fees for requests for Category Two (C2) funding and requests for Emergency Connectivity Funding (ECF) shall be the **greater of** the Base Filing Fee **OR** Three Percent (3%) of the total commitment amount issued by the Universal Service Administrative Company (“USAC”) on each of the applicant’s Category Two FY2022 or Emergency Connectivity Fund Funding Commitment Decision Letter(s). The Filing Fee for both C2 and ECF shall be due and payable upon issuance by USAC of the Funding Commitment Decision Letter(s) related to FY2022 C2 Services or ECF funding.

FEES FOR E-RATE FUNDING YEAR 2022 (7/1/2022-6/30/2023) and Emergency Connectivity Fund

Category of Service	Description	Amount	Billing Date
<u>Category 1 (C1)</u> Telecommunications & Broadband Services	Pre and Post Funding for C1 Services	\$10,435.00	January 2022
	Self-Provisioned Projects	3% of funding commitment amount	Due Upon Funding
<u>Category 2 (C2)</u> Internal Broadband Connections, MIBS, & Maintenance	Pre and Post Funding for C2 Services	Greater of \$2,000.00 (Base Filing Fee) or 3% of funding commitment amount	Due Upon Funding
<u>ECF</u> Emergency Connectivity Fund	Educational Connections and Devices for off-site connectivity during the pandemic	Greater of \$750.00 (Base Filing Fee) or 3% of funding commitment amount	Due Upon Funding

FEES FOR OUSF COMPLIANCE SERVICES FOR THE PERIOD JULY 1, 2021 – JUNE 30, 2022

OUSF Document & Compliance services. Includes preparation and submission of applicant affidavit(s) and assistance with document requests.	Annual cost \$1,425.00 – billed January 2022 OUSF consulting fee includes up to 15 hours consulting time directly related to OUSF.
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Payment terms are net 45 days, unless otherwise noted.

Fees for additional Form 470 filings. After K&S has filed the Form 470 and RFP for the Applicant for 2022-23, the applicant may choose to request additional services or make cardinal changes to the services requested. K&S fees are as follows:

- (a) Additional Form 470 requested more than 45 days prior to close of the filing window: \$750
- (b) Additional Form 470 requested less than 45 days prior to close of the filing window: \$1,500

Documentation. K&S will provide E-Rate Documentation on the applicant's Kellogg & Sovereign E-Rate Sharepoint folder for online access. E-Rate applicants also have access to their E-Rate documentation on the USAC E-Rate Productivity Center (EPC).

Payment. Payments should be remitted to Sigma Technology Fund LLC dba Kellogg & Sovereign Consulting, P.O. Box 222113, Dallas, TX 75222-2113.

If fees or expenses are not paid within 90 days, K&S may elect to terminate the contractual agreement as detailed in the MSA in whole or in part.

Should we encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation including any added cost. You will have the opportunity to agree to any additional expenses prior to additional expenses being incurred. Any and all additional charges other than the standard fees outlined above, detailed in the MSA, or listed in the Scope of Services shall be agreed to in writing by both parties.

FOR:
Broken Arrow School District 3
701 S Main Street
Broken Arrow, OK 74012

FOR:
Kellogg & Sovereign® Consulting
1101 Stadium Drive
Ada, OK 74820

Signature

Signature



Printed Name

Jason D. Ramey
Printed Name

Title

CEO
Title

Date

April 23, 2021
Date



E-RATE LETTER OF AGENCY

APPLICANT: Broken Arrow School District 3 (140044)

Funding Years Authorized: 2022-23

("Applicant") hereby authorizes Kellogg & Sovereign® Consulting, Consultant Registration Number 16024809, or its designated agents or employees ("K&S") to act on our behalf during the term of this authorization.

Although not exclusive, K&S is specifically authorized to conduct the following actions on behalf of the Applicant:

- ♦ Prepare and submit Federal Communications Commission ("FCC") Forms 470, 471, 486, 500, 472 and other forms requested by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC")
- ♦ Prepare and submit documentation to USAC or the FCC in compliance with E-Rate program rules and regulations.
- ♦ Act as our agent in working with representatives of the FCC or USAC to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.
- ♦ Prepare Requests for Proposal ("RFPs") to be posted online.
- ♦ Provide information to service providers as needed to clarify information in RFPs and Forms 470.
- ♦ Solicit and receive proposals from service providers for requested services.
- ♦ Prepare comparisons of proposals from service providers.
- ♦ Complete contracts for eligible E-Rate services as specifically directed by the Applicant's authorized representative.

I also understand that in submitting these forms on our behalf, K&S will be making certifications for our school district. By signing this Letter of Agency, I make the following certifications as required by the E-Rate Program ¹:

- a) I certify that the schools I represent are all schools under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. § 54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) I certify that the schools I represent has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services and products from funds to which access has been secured in the current funding year.
- c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration

¹ <https://www.usac.org/e-rate/applicant-process/competitive-bidding/letter-of-agency-loa/>

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for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.513.

- d) I certify that the schools I represent has/have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- f) I certify that I will retain required documents for a period of at least ten (10) years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statutory or regulatory requirements regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the E-Rate Program.
- g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the E-Rate program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information and belief, all information provided to K&S for E-Rate submission is true. If any of the statements made above are incorrect, fraudulent or misleading, the undersigned and their institution agrees to indemnify, as allowed by state law, K&S, its members, employees and agents of any and all liability, legal fees or actions that may arise from the incorrect, fraudulent or misleading statement(s).

Applicant Name: Broken Arrow School District 3

Mailing Address, City, ST, Zip: 701 S Main Street, Broken Arrow, OK 74012

Signature of Authorized Person: _____ Date: _____

Printed Name of Authorized Person: _____ Title: _____