

FOURTH EXTENSION AND AMENDMENT NO. 1

This Fourth Extension and Amendment No. 1 ("Extension") is by and between Infinite Connections, Inc. (hereinafter "**Consultant**" or "**ICI**") and McLean County School District Unit 5 (hereinafter "**Client**"). This Fourth Extension is effective **July 1, 2020** and has been entered into as of the later of the dates appearing after the signatures of the parties or their duly authorized representatives, which are set forth below.

RECITALS

A. The Consultant and Client entered into a Consulting Services Agreement (Attached at Exhibit 1, hereinafter "**Agreement**") dated January 1, 2017, and which may be extended from time to time by the agreement of the parties; and

B. The parties hereto desire to extend and amend the Agreement as set forth herein.

AGREEMENT AMENDMENTS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. **Term**: The parties agree to extend the term of the Agreement for a one--year period commencing on July 1, 2020 through June 30, 2021 ("Extension Period").
2. **Scope of Services**: During the Extension Period, Consultant shall provide the Services and Deliverables as described in Attachment A to the Agreement in support of E-rate Funding Years 16, 17, 18, 19, 20, 21 and 22, which amendments as follows:
3. **Compensation**: Attachment A, Section IV, Invoicing and Compensation of the Agreement, is amended as follows:
 - a. The parties agree to delete section IV titled "Invoicing and Compensation" in Attachment A in its entirety and replace with the following:

"Consultant will provide the Services on a fixed fee basis and invoice on a quarterly basis based on the following fee schedule for the term of the agreement:

Contract Term	Annual Contract Amount
7/1/2020– 6/30/2021	\$5,100.00

4. **Letter of Agency**: The Letter of Agency attached hereto as Attachment B-2 is incorporated into this Extension by this reference. Client will be required to sign a letter of agency for each E-Rate funding year.
5. **Original Agreement**: Except as specifically provided in this Extension, all terms and conditions of the **Agreement** shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed by their duly authorized representatives as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have signed this Extension as of the date first written above.

Infinite Connections, Inc.

McLean County School District Unit

By: _____
Jane Kratochvil, President

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B-2 – LETTER OF AGENCY

Letter of Agency

FUNDING YEARS (2013, 2014, 2015, 2016, 2017, 2018, 2019, 2021 and 2022)

I, on behalf of **McLean County School District Unit** (“CLIENT”), hereby authorize Infinite Connections, Inc. (“ICI”) to assist the CLIENT in its E-rate application process on behalf of the CLIENT. I also hereby authorize Infinite Connections, Inc. to respond on CLIENT’S behalf to requests by the Federal Communication Commission (“Commission” or “FCC”), School and Libraries Division of the Universal Service Administrative Company (“SLD/USAC”), Program Integrity Assurance Reviews (“PIA”) or any other person or entity acting on their behalf, relating to any and all E-rate related matters. I authorize to ICI to prepare all required FCC forms for services CLIENT as requested by CLIENT. The relevant time period for this letter of agency is from July 1, 2020 through June 30, 2021.

By signing this Letter of Agency, I make the following certifications to ICI on behalf of the CLIENT:

- (a) I certify that schools operated by CLIENT meets the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38). In addition, I certify that CLIENT does not operate as for-profit business nor has endowments exceeding \$50 million.
- (b) I certify that CLIENT has complied will all applicable state and local laws regarding procurement of services for which support is being sought.
- (c) I certify that CLIENT has 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 will cooperate with ICI in responding to any inquiry from the SLD/USAC about this certification or another other representation made in this Letter of Agency.
- (d) I certify that the services CLIENT purchases at discounts provided by 47 U.S.C.§ 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the FCC at 47 C.F.R.§ 54.500(et seq.).
- (e) I certify that CLIENT has complied with all E-rate 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 E-rate program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) 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, received an appropriate share of benefits from those services.
- (g) I certify that I will retain required documents for a period of at least ten (10) years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules 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 Commission. I acknowledge that I may be audited pursuant to participation in the schools and libraries programs.

- (h) I understand that persons willfully making false statements on the E-rate forms or through this Letter of Agency 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 can be held civilly liable under the False Claims Act.
- (i) 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 SLD/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 school and libraries support mechanism.
- (j) 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.
- (k) 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 ICI for E-rate submission is true and correct.

ON BEHALF OF CLIENT (AS DEFINED ABOVE)	
<i>Signature:</i>	<i>Date:</i>
Name/Title:	