

## NINTH EXTENSION TO CONSULTING SERVICES AGREEMENT

The Ninth Extension (“**Extension**”) is by and between the Infinite Connections, Inc. (“**Consultant**” or “**ICF**”) with an office at 1647 West Erie, Ste 1, Chicago, IL 60622 and Board of Education, Lincolnwood District #74 (“**Client**”), with an office at 6950 North East Prairie Road, Lincolnwood, IL 60712. It is effective **February 1, 2023** 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 that certain Consulting Agreement dated February 6, 2014 in which Consultant agreed to render certain services for a term commencing February 6, 2014 and ending on January 31, 2015 which was further amended on June 14, 2014, extended on February 1, 2015; and further amended and extended on February 1, 2016, February 1, 2017 and February 1, 2018 (the original agreement, and its subsequent amendments and extensions and collectively referred to as the “**Agreement**”);

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

### AGREEMENT

**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 commencing from February 1, 2023 through January 31, 2024 (“**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 to support E-rate Funding Years 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 & 26.
3. **Compensation**: During the Extension Period, Consultant will provide the Services on a fixed fee basis. Based on the terms set forth in this Extension, Consultant’s fees for Services as defined herein shall not exceed \$4,400.00, which amount shall include any actual out of pocket expenses related solely to Consultant’s performance of this Agreement, plus any applicable taxes.
4. **Letter of Agency**: The Letter of Agency attached hereto to as Attachment B-2 is incorporated into this Extension by this reference.
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.

**Infinite Connections, Inc.**

By: Jane Kratochvil  
Jane Kratochvil, President

Date: 9/21/2022

**Board of Education, Lincolnwood District #74**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT B-2 – LETTER OF AGENCY

**FUNDING YEARS (2013, 2014, 2015, 2016, 2017, 2018, 2019, 2021, 2022, 2023, 2024 & 2025)**

I, on behalf of the **Lincolnwood School District 74** (“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 ICI to prepare all required FCC forms for services as requested by CLIENT. The relevant time period for this letter of agency is February 1, 2023 through January 31, 2024.

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

- (a) I certify that Client has provided schools operated by CLIENT are eligible for support because they are schools under 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)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) 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 certify and recognize that some of the aforementioned resources are not eligible for support. I certify that CLIENT has secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the CLIENT will pay the non-discount portion of the cost of the goods and services to the Service Provider(s).
- (c) I certify that CLIENT has posted FCC Form 470 and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered by CLIENT and the most cost effective service offering was selected by CLIENT, with price being the primary factor considered, and is the most cost-effective means of meeting CLIENT's educational needs and technology goals.
- (d) If CLIENT has determined that CLIENT has selected an eligible commercially available business-class Internet access service, then I certify CLIENT is exempt from the requirement to post an FCC Form 470.
- (e) If CLIENT has determined CLIENT will use an eligible preferred master contract, then I certify that the services ordered by CLIENT were exempt from the requirement to post an FCC Form 470.
- (f) I certify that the services CLIENT purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the CLIENT has not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

- (g) I certify that CLIENT has complied with all program rules, including recordkeeping requirements, and I acknowledge that CLIENT's failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on any FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I certify that CLIENT has acknowledged that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (h) I acknowledge, and CLIENT is aware, 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.
- (i) I certify that CLIENT will retain required documents for a period of at least ten (10) years (or whatever retention period is required by the rules in effect at the time of this certification), after the last day of service delivered. I certify that CLIENT 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, CLIENT will make such records available to the Administrator. I acknowledge that CLIENT may be audited pursuant to participation in the Schools and Libraries programs.
- (j) I certify that I am authorized to order telecommunications and other supported services for CLIENT. I certify that I am authorized to submit requests, and sign this Letter of Agency on behalf of the CLIENT, that I have examined this Letter of Agency, that all of the information on this Letter of Agency and which I will provide pursuant to this Letter of Agency is true and correct to the best of my knowledge, that the CLIENT that is receiving discounts pursuant to CLIENT's applications have complied with the terms, conditions and purposes of the program, that no kickbacks were paid or will be paid to anyone and that false statements on any 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 civil violations of the False Claims Act.
- (k) I certify that CLIENT has reviewed and complied with all applicable FCC, state and local procurement/competitive bidding requirements and that CLIENT has complied with them
- (l) I acknowledge on behalf of CLIENT 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 certify CLIENT will institute reasonable measures to be informed, and will notify USAC should CLIENT be informed or become aware that CLIENT, or any person associated in any way with CLIENT, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the school and libraries support mechanism.
- (m) I certify that if any Funding Requests are for discounts for products or services that contain both eligible and ineligible components for CLIENT, that I and/or CLIENT will allocate the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.
- (n) I certify that CLIENT acknowledges that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services provided by

CLIENT are and will be net of any rebates or discounts offered by the service provider. I and CLIENT acknowledge that, for the purpose of this rule, 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.

- (o) I certify that I will cooperate with ICI, on behalf of CLIENT, in responding to any inquiry from the SLD/USAC about this certification or any other representation made in this Letter of Agency
- (p) I certify that I am authorized to sign this Letter of Agency on behalf of CLIENT 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:	