

1 **Contract for Services**

2 This is a legally binding contract between Freshly Cut Media LLC and Southern Plains  
3 Education Cooperative.

4 **OVERVIEW**

5 Freshly Cut Media LLC agrees to provide Southern Plains Education Cooperative with  
6 approximately 8.0 (eight) hours of technical computer support per week, and will be provided  
7 and billed on a retainer basis. In times of emergency needs, this amount may be higher as  
8 requested by Southern Plains Education Cooperative, and Freshly Cut Media LLC agrees to  
9 make a reasonable effort to provide additional services beyond the contracted 8.0 (eight) hours  
10 per week, so long as the additional services rendered do not impact the ability for Freshly Cut  
11 Media LLC to provide technical computer support and services to other contractual or non-  
12 contractual entities that enlist its business. If the total number of hours exceeds 500.0 hours  
13 during one fiscal year (July 1 to June 30), written authorization shall be obtained from the  
14 Director of Southern Plains Education Cooperative for any additional work/hours.

15 **RETAINER SERVICES AND GENERAL FEES**

16 Southern Plains Education Cooperative agrees to pay Freshly Cut Media LLC a minimum of 8.0  
17 (eight) retainer-based hours of technical computer support per week, for a total of 416.0 hours  
18 per year (34.67 hours per month). The total amount of this minimum retainer is \$29,952.00. This  
19 is calculated using the following equation:

20 *Calculation:*

21 *(Retainer Hours per Week × 52 Weeks = Total Retainer Hours per Year).*

22 *The rate of retainer hours shall be \$72.00 per hour.*

23 *Total yearly minimum retainer cost is Total Retainer Hours per Year × Retainer Hourly Rate*

24 *Calculation for Southern Plains Education Cooperative:*

25 *8.0 Retainer Hours per Week × 52 Weeks = 416.0 Total Retainer Hours per Year.*

26 *The rate of retainer hours shall be \$72.00 per Hour.*

27 *Total Yearly Minimum Retainer Cost is 416.0 × \$72.00 per Hour = \$29,952.00*

28 For any day within the billing cycle that services are provided or performed, the minimum billing  
29 time increment will 1.0 hours for the first 0.0 – 1.0 hours of services provided; the billing time  
30 increment after the first 1.0 hours of any one day shall then be 0.25 hours.

31 All contracted retainer hours will be charged for the billing cycle, regardless of if they are all  
32 utilized during the billing cycle. The number of retainer hours per month shall be distributed  
33 evenly throughout all months in the service contract for a total of 34.67 hours per month. The  
34 retainer fee will be billed evenly throughout the year, with each month's retainer charges to be  
35 \$2,496.00.

36 Additional charges apply for roundtrip mileage expenses for each service call or location visit,  
37 and those expenses shall be billed at the current IRS mileage rate for the calendar year of the

38 billing cycle. Roundtrip mileage is calculated from Freshly Cut Media LLC's primary location at  
39 120 South Main Street, Suite E, Blue Earth, MN 56013.

40 Five (5) service calls or location visits to Southern Plains Education Cooperative's primary  
41 locations (Winnebago, MN or Fairmont, MN) are included per month at no charge. Each  
42 additional service call or location visit beyond this included amount per month shall be billed at  
43 \$30.00 per service call. Mileage expenses still apply to any and all service calls.

44 All other travel expenses shall be pre-approved by the Director of Southern Plains Education  
45 Cooperative prior to any travel or accommodations.

#### 46 **BILLING**

47 Contracted retainer hours are spread out evenly for each calendar month of the service contract  
48 and reset on the first day of each new calendar month; no overage charges will be billed so long  
49 as the monthly contracted retainer hours are not exceeded.

50 Billing terms will be Net-15. The billing cycle will be from first day of the calendar month to the  
51 last day of the calendar month. Statements will be sent electronically or physically by the tenth  
52 (10<sup>th</sup>) day of the following month, and receipt of payment will be required fifteen (15) calendar  
53 days after the statement date. Freshly Cut Media LLC invoices shall be accompanied by a log of  
54 hours worked and brief description of duties completed.

#### 55 **SERVICES BEYOND CONTRACTED RETAINER**

56 Technical computer support services that are performed beyond the contracted retainer amount  
57 allotted for the monthly billing cycle shall be billed at \$82.00 per additional hour of services  
58 performed. All other fees outlined above still apply (e.g. mileage expenses and/or service call  
59 allotments and overages).

60 For any day within the billing cycle that services are provided or performed beyond the monthly  
61 allotment of retainer hours, the minimum billing time increment will 1.0 hours for the first 0.0 –  
62 1.0 hours of additional services provided; the billing time increment after the first 1.0 hours of  
63 any one day shall then be 0.25 hours. Once a yearly total of 500.0 hours (retainer + overage) is  
64 reached, all additional overage charges should be pre-approved via written or digital  
65 communication (physical letter, phone call, email, or text message) by an authorized Southern  
66 Plains Education Cooperative employee: Sarah Mittelstadt or Stephanie Schmitz.

#### 67 **FIXED RATES FOR CONTRACT DURATION**

68 Freshly Cut Media LLC guarantees the following hourly rates for the stated contract duration:  
69 \$72.00 per hour within monthly retainer allotment;  
70 \$82.00 per hour for work beyond monthly retainer allotment.

#### 71 **ADDITIONAL TERMS**

72 Additional charges apply for any products purchased from Freshly Cut Media LLC by Southern  
73 Plains Education Cooperative during the business relationship. Freshly Cut Media LLC will  
74 obtain prior written authorization (via requisition form or Purchase Order) from the Director of  
75 Southern Plains Education Cooperative prior to any purchases.

76 An advance notice by either party may temporarily suspend these commitments herein, and will  
77 be handled on a case-by-case basis; any temporary suspension (less than thirty (30) consecutive  
78 calendar days in length) of services must be electronically communicated (via cellular text or  
79 email) and agreed upon by both parties. Any suspension in services extending beyond third (30)  
80 consecutive calendar days must be stated by written notice and agreed upon, and signed, by both  
81 parties.

82 Termination of services (initiated by either party) must be done so with a thirty (30) calendar day  
83 written notice prior to the end date for services rendered. During this thirty (30) day time period  
84 leading up to the date of termination of services, normal retainer and overage charges will apply.

85 This contract shall be enacted on, or after, July 1, 2019 and will continue until terminated or  
86 suspended as defined within the terms of this agreement.

87 This contract will automatically renew for one (1) calendar year on July 1, 2020 unless written  
88 notice of contract termination is given at least thirty (30) calendar days prior to the automatic  
89 renewal date, or if this contract is replaced by a new service contract.

90 This contract will continue to renew for additional years unless cancelled by either party with at  
91 least thirty (30) calendar days of written notice, or until it is replaced by a new service contract.

92 If the contract automatically renews, but Southern Plains Education Cooperative wishes to end  
93 the contract, the termination of services must be initiated with a thirty (30) calendar day written  
94 notice, during which time, normal retainer and overage charges will apply.

95 **FINALIZATION OF CONTRACT**

96 Freshly Cut Media LLC and Southern Plains Education Cooperative agree to all items herein,  
97 and have legally signed this contract below.

98 **Signed:**\_\_\_\_\_

**Signed:**\_\_\_\_\_

99 Zachariah Huntley  
100 *on behalf of*  
101 **Freshly Cut Media LLC**  
102 120 S Main St, Ste E  
103 Blue Earth, MN 56013

Sarah Mittelstadt, Director  
*on behalf of*  
**Southern Plains Education Cooperative**  
201 E 3<sup>rd</sup> St  
Fairmont, MN 56031

104 **Date:**\_\_\_\_\_

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