

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 5.0 (five) hours of technical computer support per week, and will be provided and
7 billed on a retainer basis. In times of emergency needs, this amount may be higher as requested
8 by Southern Plains Education Cooperative, and Freshly Cut Media LLC agrees to make a
9 reasonable effort to provide additional services beyond the contracted 5.0 (five) hours per week,
10 so long as the additional services rendered do not impact the ability for Freshly Cut Media LLC
11 to provide technical computer support and services to other contractual or non-contractual
12 entities that enlist its business. If the total number of hours exceeds 260.0 hours during one fiscal
13 year (July 1 to June 30), written authorization will be obtained from the Director of Southern
14 Plains Education Cooperative.

15 **RETAINER SERVICES AND GENERAL FEES**

16 Southern Plains Education Cooperative agrees to pay Freshly Cut Media LLC a minimum of 5.0
17 (five) retainer-based hours of technical computer support per week, for a total of 260.0 hours per
18 year. The total amount of this minimum retainer \$18,720.00. This is calculated using the
19 following equation:

20 *Calculation:*

21 *(Retainer Hours per Week × 52 Weeks = Total Retainer Hours per Year). The rate of retainer*
22 *hours shall be \$72.00 per hour. Total yearly minimum retainer cost is Total Retainer Hours per*
23 *Year × Retainer Hourly Rate*

24 Calculation for Southern Plains Education Cooperative:

25 5.0 Retainer Hours per Week × 52 Weeks = 260.0 Total Retainer Hours per Year. The rate of
26 retainer hours shall be \$72.00 per Hour. Total Yearly Minimum Retainer Cost is 260.0 × \$72.00
27 per hour = \$18,720.00

28 For any day within the billing cycle that services are provided or performed, the minimum billing
29 time increment will 0.5 hours for the first 0.0 - 0.5 hours of services provided; the billing time
30 increment after the first 0.5 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. Please see the attached "Payment Schedule" for these minimum
33 costs.

34 Additional charges apply for roundtrip mileage expenses for each service call or location visit,
35 and those expenses shall be billed at the current IRS mileage rate for the calendar year of the
36 billing cycle. Roundtrip mileage is calculated from Freshly Cut Media LLC's primary location at
37 120 South Main Street, Suite E, Blue Earth, MN 56013.

38 Two (2) service calls or location visits to Southern Plains Education Cooperative’s primary
39 location (Winnebago, MN) are included per month at no charge, for every four (4) hours of
40 weekly retainer hours contracted. Therefore, Southern Plains Education Cooperative will be
41 allotted two (2) service calls per month at no charge. Each additional service call or location visit
42 beyond this allotted amount per month shall be billed at \$30.00 per service call. Mileage
43 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 **RETAINER CALCULATIONS AND BILLING**

47 The total number of retainer hours allotted and charged per billing cycle will be calculated based
48 on the number of days in the month for the current billing cycle. They will be calculated using
49 the following equation:

50 *Calculation:*
51 $((Total\ Retainer\ Hours\ for\ Year \div 365\ Days) \times Days\ in\ Billing\ Cycle\ Month) \times Hourly\ Retainer$
52 $Rate = Monthly\ Retainer\ Charge$

53 Calculation for Southern Plains Education Cooperative:
54 $((260.0\ Retainer\ Hours\ for\ Year \div 365\ Days) \times Days\ in\ Billing\ Cycle\ Month) \times Hourly\ Retainer$
55 $Rate\ of\ \$72.00\ per\ Hour = Monthly\ Retainer\ Charge$

56 A schedule of these rounded monthly billing estimates for retainer-based services is provided on
57 the payment schedule that is attached to this contract (see “Payment Schedule”). Contracted
58 retainer hours are pooled for each calendar month of the service contract and reset on the first
59 day of each new calendar month; no overage charges will be billed so long as the monthly
60 contracted retainer hours are not exceeded according to the attached “Payment Schedule”
61 outlining the number contracted retainer hours for each calendar month (based upon the length in
62 days of each calendar month).

63 Billing terms will be Net-15. The billing cycle will be from first day of the calendar month to the
64 last day of the calendar month. Statements will be sent electronically or physically by the tenth
65 (10th) day of the following month, and receipt of payment will be required fifteen (15) calendar
66 days after the statement date. Freshly Cut Media LLC invoices shall be accompanied by a log of
67 hours worked and brief description of duties completed.

68 **SERVICES BEYOND CONTRACTED RETAINER**

69 Technical computer support services that are performed beyond the contracted retainer amount
70 allotted for the monthly billing cycle shall be billed at \$88.00 per additional hour of services
71 performed. All other fees outlined above still apply (e.g. mileage expenses and/or service call
72 allotments and overages).

73 For any day within the billing cycle that services are provided or performed beyond the monthly
74 allotment of retainer hours, the minimum billing time increment will 0.5 hours for the first 0.0 -
75 0.5 hours of additional services provided; the billing time increment after the first 0.5 hours of

76 any one day shall then be 0.25 hours. All overage charges will be pre-approved via written or
77 digital communication (physical letter, phone call, email, or text message) by an authorized
78 Southern Plains Education Cooperative employee: Sarah Mittelstadt or Stephanie Schmitz.

79 **FIXED RATES FOR CONTRACT DURATION**

80 Freshly Cut Media LLC guarantees the following hourly rates for the stated contract duration:
81 \$72.00 per hour within monthly retainer allotment;
82 \$88.00 per hour for work beyond monthly retainer allotment.

83 **ADDITIONAL TERMS**

84 Additional charges apply for any products purchased from Freshly Cut Media LLC by Southern
85 Plains Education Cooperative during the business relationship. Freshly Cut Media LLC will
86 obtain prior written authorization from the Director of Southern Plains Education Cooperative
87 prior to any purchases.

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

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

97 This contract shall be enacted on, or after, July 1, 2018 and will continue until terminated or
98 suspended as defined within the terms of this agreement.

99 This contract will automatically renew for one (1) calendar year on July 1, 2019 unless written
100 notice of contract termination is given at least thirty (30) calendar days prior to the automatic
101 renewal date. This contract will continue to renew for additional years unless cancelled by either
102 party with at least thirty (30) calendar days of written notice.

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

106 ***Attachments (2): Payment Schedule, Overview of Charges***

107 **FINALIZATION OF CONTRACT**

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

110 **Signed:**_____

Signed:_____

111 Zachariah Huntley
112 *on behalf of*
113 **Freshly Cut Media LLC**
114 120 S Main St, Ste E
115 Blue Earth, MN 56013

Sarah Mittelstadt, Director
on behalf of
Southern Plains Education Cooperative
201 E 3rd St
Fairmont, MN 56031

116 **Date:**_____

Date:_____