

## Office of the Chief Information Officer E-Rate Letter of Agency

Pursuant to Neb. Rev. Stat. § 86-520, (*ESU/Consortium/District/School/Library Name*) \_\_\_\_\_, hereafter referred to as "Participant", through its authorized signatory as listed below, authorizes the Office of the Chief Information Officer ("CIO"), State of Nebraska, to act for the limited purpose of serving as a coordinator on its behalf in matters related specifically to any State and Federal discount programs for the purpose of securing E-rate discounts.

The Participant authorizes the CIO to engage on its behalf in the procurement process pursuant to Neb. Rev. Stat. § 79-1233, in the submission of FCC Form 470, FCC Form 471, and other E-rate forms, and in the overall administration of these programs solely for the purpose of facilitating application for those discounts on E-rate eligible services, which shall include, but not be limited to, Telecommunications Services, Internet Access, Internal Connections, and Internal Connections Basic Maintenance and all current and future e-rate eligible services for the life of this agreement.

I, the authorized signatory, understand that the CIO will be making certifications on behalf of the Participant. By signing this letter of agency, I make the following certifications on behalf of Participant:

- (a) I certify that the schools or educational service cooperatives in the Participant's district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.
- (b) I certify that the libraries or library consortia in the Participant's system are eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996, Pub. L. No. 104-208, § 211 et seq., 110 Stat. 3009 (1996), do not operate as for-profit businesses, and have budgets that are completely separate from any school (including, but not limited to, elementary schools, secondary schools, colleges, or universities).
- (c) I certify that the schools, educational service cooperatives, libraries, or library consortia in the Participant's district have secured access to all of the resources, including computers, training, software, maintenance, and electrical capacity, necessary to make effective use of the services purchased as well as to pay the non-discounted charges for eligible services.
- (d) I certify that the schools, educational service cooperatives, libraries, or library consortia in the Participant's district are all covered, or will be covered at the time funded services are provided, by a written technology plan(s) that has been approved by a state or other authorized body or a Schools and Libraries Division (SLD)-certified technology plan approver.
- (e) I certify that the schools, educational service cooperatives, libraries, or library consortia in the Participant's district are compliant, or will be compliant at the time funded services are provided, with the Children's Internet Protection Act, Pub. L. 106-554 (2000).
- (f) I certify that the services the school, educational service cooperative, library, library consortia or district purchases using E-rate 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, as specified in 47 C.F.R. § 54.513.
- (g) I certify that the entities eligible for support that I am representing will retain copies of all documents related to E-Rate applications and funding use for a period of five years from the last date of service covered by this letter of agency. Documents to be retained include, but are not limited to: E-rate forms, technology plans, discount rate support, competitive bids received, bid selection results, inventory records, invoices, and payments.
- (h) I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws regarding procurement of services for which support is being sought.
- (i) I certify that the Participant's district, educational service cooperative, library, or library consortia has complied with all E-rate program rules, and I acknowledge that failure to do so may result in denial of discount funding and cancellation of funding commitments.
- (j) I understand 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 the benefits from those services.
- (k) I certify that no kickbacks were paid to anyone and understand that false statements on this form may be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), may subject me to a fine and imprisonment pursuant to 18 U.S.C. 1001, and may subject me to the civil remedies available under the False Claims Act, 31 U.S.C. §§ 3729 et seq.

E-Rate Letter of Agency  
Program Years 2010, 2011, 2012

(I) I certify that I am authorized to sign this Letter of Agency on behalf of the Participant, that I have examined this letter, and that, to the best of my knowledge, information, and belief, all information provided to the CIO for E-rate submission or contained in this Letter is true and correct.

This certification for the E-Rate Program is effective for:

- Program Year 2010 (July 1, 2010 – June 30, 2011);
- Program Year 2011 (July 1, 2011 – June 30, 2012); and
- Program Year 2012 (July 1, 2012 – June 30, 2013).

This certification in no way limits the abilities of entities of the Participant to file for a discount or refund pursuant to the E-rate program, or any other grants and programs on their own, nor does it abrogate any other rights and responsibilities of the Participant with the E-Rate Program.

This Letter of Agency does not create any relationship between the parties outside of the purposes outlined herein. Participant shall hold the CIO harmless from any and all liability incurred by the actions of Participant related to this Letter of Agency.

CIO or Participant shall have the right to terminate this Letter of Agency upon giving the other one hundred eighty (180) days notice of such request for termination in writing. If both parties wish to terminate this Letter of Agency by mutual written agreement, it may be terminated with thirty (30) days notice or an alternate time interval acceptable to both parties.

CIO and Participant agree that changes or revisions to this Letter of Agency will not be made without written agreement of the parties.

Participant may not assign its interest under this Letter of Agreement to another entity. This Letter of Agreement operates independent of any other agreement between CIO and Participant.

**Billed Entity Name:** \_\_\_\_\_

**\*Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

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

**\*\*Entity Number:** \_\_\_\_\_

*\*Signature shall be that of Superintendent or designee; or Educational Service Unit Administrator or designee; or education consortium director or designee; or Librarian or designee.*

*\*\*Entity number is the number assigned to each district by the Schools & Libraries Division. One may determine a district's entity number at: [www.sl.universalservice.org/Utilities/BilledEntitySearch\\_Public.asp](http://www.sl.universalservice.org/Utilities/BilledEntitySearch_Public.asp).*

**Deadline: Friday, September 25, 2009**

**1. Please fax a copy ASAP to Karen Sarnecki at 402-471-4864 OR e-mail a pdf copy to [karen.sarnecki@nebraska.gov](mailto:karen.sarnecki@nebraska.gov) .**

**2. Please mail or fax a copy to your local ESU E-rate Coordinator and keep a copy for yourself.**

**3. Please also mail the original to: Office of the CIO  
P.O. Box 95045  
Lincoln, NE 68509-5045  
ATTN: Karen Sarnecki**