

E-RATE CATEGORY 2 CONSORTIUM LETTER OF AGENCY
SLD Entity Name: WELLSBORO AREA School District SLD Entity #: 125648

RE: E-rate Letter of Agency for Funding Year 2018 (July 1, 2018 – June 30, 2019)

This is to confirm our participation in Intermediate Unit 17's E-Rate Category 2 Consortium for the procurement eligible Category 2 technology equipment and/or services. I hereby authorize Intermediate Unit 17 to file the FCC Form 470 and to submit FCC Form 471 and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the WELLSBORO AREA SCHOOL DISTRICT (hereinafter referred to as "This Entity"). I understand that, in submitting these forms on our behalf, you are making certifications for the This Entity. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that all of the schools in our Local Education Agency (LEA) meet 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 This Entity 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 equipment and/or services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the equipment and/or services requested under this Letter of Agency, that the entities I represent have or will have secured access to all of the resources to pay the non-discounted charges for eligible equipment and/or services.
- (c) I certify that the equipment and/or services This Entity 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 Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.). Additionally, I certify This Entity 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.
- (d) I certify that, to the best of my knowledge, This Entity has complied with all 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 program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (e) I acknowledge that the discount level for This Entity may vary from year-to-year, and Intermediate Unit 17 makes no guarantee of the discount level or funding commitment to be achieved on behalf of This Entity through the E-Rate process.

Attachment X-1B

- (f) I certify that This Entity will retain required documents for a period of at least ten 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 equipment and/or services receiving schools and libraries discounts, and that if audited, This Entity will make such records available to the Administrator. I acknowledge that This Entity may be audited pursuant to participation in the schools and libraries program.
- (g) I certify that I am authorized to order telecommunications and other supported equipment and/or services for This Entity. I certify that I am authorized to make this request on behalf of the eligible entities covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted equipment and/or services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form 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.
- (h) 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 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 schools and libraries support mechanism.
- (i) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, and any other Category 2 equipment and/or services applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support in excess of \$150/student for any school building.
- (j) I acknowledge that entities receiving support for Internet access services must comply with the provisions of the Children's Internet Protection Act (CIPA). I certify that This Entity has and will comply with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l) for the entire duration of this service period.
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible equipment and/or 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.
- (l) I acknowledge that administrative fees, if any, charged by Intermediate Unit 17 are not eligible for E-Rate Category 2 support.

- (m) I agree that, prior to placing any order on behalf of This Entity, Intermediate Unit 17 will provide detail specifying the equipment and/or services to be received by This Entity and the costs that This Entity will be responsible for bearing. I agree that I, or another authorized representative of This Entity, will respond to Intermediate Unit 17 within thirty (30) days of receiving such information to either authorize Intermediate Unit 17 to purchase equipment and/or services on behalf of This Entity or to withdraw orders for the current program year.
- (n) **I agree that, by signing this letter, I am authorizing Intermediate Unit 17 to utilize some or all of This Entity's E-Rate Category 2 allocation for the current five-year funding cycle. Upon the purchase of equipment and/or services by Intermediate Unit 17 on behalf of This Entity, Intermediate Unit 17 will pursue reimbursement through the E-Rate program for the maximum allowable amount. Intermediate Unit 17 will then invoice This Entity for the remaining balance not covered by E-Rate funding, and I agree to pay Intermediate Unit 17 the invoiced amount within thirty days of receiving such invoice.**
- (l) 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 Intermediate Unit 17 for E-rate submission is true.

Signature of Authorized Person		Entity	<u>SCHOOL DISTRICT</u>
Printed Name of Authorized Person		Date	
Title of Authorized Person			