**Office of the Chief Information Officer**

**E-rate Letter of Agency for Library Entities**

The following ( **Library / Library System / Library Consortium** ) [ circle or underline one ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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. § 86-520.01, in the submission of FCC Form 470, FCC Form 471, and other E-rate forms pursuant to Neb. Rev. Stat. § 86-520(11), 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:

1. I certify that the library, libraries or library consortium in the Participant’s control 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).
2. I certify that the library, libraries, or library consortium in the Participant’s control 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.
3. I certify that the library, libraries, or library consortium in the Participant’s control 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.
4. I certify that the library, libraries, or library consortium in the Participant’s control 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).
5. I certify that the library, libraries, or library consortium in the Participant’s control 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.
6. 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 used 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.
7. 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.
8. I certify that the entities eligible for support that I am representing have 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.
9. 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.
10. I certify that no kickbacks were paid to anyone and understand that false statements on this form may be punishable 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.
11. 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 CIOfor E-rate submission or contained in this Letter is true and correct.

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

* Program Year 2016 (July 1, 2016 – June 30, 2017);
* Program Year 2017 (July 1, 2017 – June 30, 2018); and
* Program Year 2018 (July 1, 2018 – June 30, 2019)

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.

The 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.

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

This Letter of Agreement operates independent of any other agreement between the CIO and Participant.

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| **Billed Entity Name:** |  |
| **\*Entity Number:** |  |
| **\*\*Authorized Signature:** |  |
|  **Printed Name:** |  |
| **Title:** |  |
| **Date:** |  |

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

*\*\*Signature shall be that of the Library Director, Administrator, or Librarian or designee.*

Ed Toner

Chief Information Officer

State of Nebraska

***Deadline*: Friday, October 23, 2015**

1. **Please keep a copy for yourself in your E-rate files.**
2. **Please also mail the original to ATTN: Karen Sarnecki**

**Office of the CIO**

 **P.O. Box 95045**

 **Lincoln, NE 68509-5045**

 Or e-mail a scanned pdf copy to karen.sarnecki@nebraska.gov