

**E-Rate Consultant Contract
Fiscal Year 2019 – 2020**

Taylor's Crossing Public Charter School agrees to pay ETECHCO, INC. a total of \$500 for Category One and/or Category Two E-rate services which will include:

- Providing guidance to the school/library regarding all matters concerning the schools E-Rate application for the year on this agreement and any previous years under contract
- Share technical advice on equipment and services to be requested
- Provide a scoring method for all bids received if needed
- Assist the district in filing the following E-Rate forms, Form 470, Form 471, Form 486, Form 472 (BEAR) and any necessary extension letters, and/or appeals
- Guide the school through any related PIA or selective review process that results from forms filed
- Advise on methods of getting the maximum E-Rate discount within the limitations of all governing rules and regulations

A single payment will be invoiced in July. All payments will be mailed to Richard Van Sickle at 1122 E. Alameda St., Santa Fe, NM 87501.

A new contract for standard services is sent each year prior to the beginning of a new funding year. Additional services can be purchased on an hourly basis.

Consulting Company

ETECHCO, INC.

Authorized Signature



Printed Name

Richard Van Sickle

Title:

President

Date:

May 3, 2019

Applicant

Taylor's Crossing Public Charter School

Authorized Signature



Printed Name

Matthew Rice

Title:

Board Chair

Date:

5-29-19

**E-Rate Consultant Letter of Agency
Fiscal Year 2019-2020**

To Whom It May Concern:

Taylor's Crossing Public Charter School (hereinafter, *Applicant*) hereby authorizes ETECHCO, INC. and its authorized representatives (hereinafter, *Consultant*) to discuss, prepare, and submit all appropriate E-rate forms and to interact with the Schools and Libraries Division of the Universal Service Administrative Company on its behalf. This agreement is valid for any E-Rate related task that occurs while this agreement is in force, regardless of E-Rate funding cycle. This letter of agency shall remain effective through 6/30/2020 unless superseded or terminated sooner, with thirty days written notice, by either party.

This letter of agency authorizes Consultant to interact with the Schools and Libraries Division of the Universal Service Administrative Company, as well as eligible service providers, on behalf of Applicant. It authorizes all necessary and appropriate E-Rate application activities (such as Solicitation of bids from prospective service providers) for the Funding Year described above, as well as follow-up actions, as needed, relating to all prior Funding Years. It authorizes preparation and submission of all appropriate forms (470, 471, 486, 472, 500, Letters of Appeal, and so on), and correspondence with Program Integrity Assurance (PIA) and SLD audit personnel. It applies to all categories of service (Telecommunications, Internet Access, Internal Connections, and Basic Maintenance of Internal Connections) that are eligible for the E-Rate discount program.

In preparing application materials and other responses on behalf of Applicant, it is understood that Consultant shall necessarily rely on the accuracy of all relevant information provided by Applicant (including the Applicant's employees, contractors, service providers, and other authorized representatives) including, but not limited to: enrollment data, free reduced lunch eligibility, service provider agreements, compliance with the Child Internet Protection Act (CIPA) and local competitive bidding regulations and practices. Consultant agrees to exercise reasonable diligence in documenting and verifying such information. It is further understood that the responsibility for E-Rate document certifications and for the veracity of certification statements remains with Applicant, regardless of the method used to certify such statements (such as paper signatures versus electronic submission using a PIN).

Applicant understands that, in submitting E-Rate forms on its behalf, Consultant is being authorized and directed to make certain material certifications on behalf of Applicant.

In executing this Letter of Agency, the authorized signer for Applicant, whose name and title appear below, hereby makes the following certifications:

(a) I certify that Applicant's school(s) is/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); that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million dollars.

(b) I certify that Applicant's schools has/have 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 services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Applicant is passing through the non-discounted charges for the E-Rate services requested in conjunction with this Letter of Agency, that the entities represented by Applicant have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

(c) I certify that the services the school, library or district 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.).

(d) I certify that our school(s) had/have complied with, and will continue to comply 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 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 benefits from those services.

(f) I certify that I will retain required documents for a period of at least five 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 services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I acknowledge that the Consultant's good faith efforts to maintain electronic archival backup copies of such records shall not in any way reduce the Applicant's obligation to maintain its own records.

(g) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) 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 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, 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 more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. 54.506Cc).

(j) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible 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.

(k) I certify that Consultant is authorized to perform electronic certification of forms on behalf of Applicant, upon being provided with Applicant's PIN number, and that I understand that such authorized electronic certification shall be interpreted as legally equivalent to my own hand-written signature on a paper form.

(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 Consultant for E-rate submission is true.

Consultant ETECHCO, INC.
Authorized Signature Richard Van Sickle
Printed Name Richard Van Sickle
Title: President
Date: May 3, 2019

Applicant Taylor's Crossing Public Charter School
Authorized Signature Matthew Rice
Printed Name Matthew Rice
Title: Board Chairman
Date: 5-29-19