



Letter of Agency

Pinal County Technology Consortium
Pinal County through the Pinal County School Superintendent also known as the Pinal County School Office Education Service Agency
75 Bailey St.
Florence, AZ 85132

RE: Letter of Agency for funding years from July 1, 2024, through June 30, 2035

This Letter of Agency confirms the City of Apache Junction, an Arizona municipal corporation, through the Apache Junction Library (hereinafter referred to as “The “Library”) participation in and representation by the Pinal County Technology Consortium and Pinal County through the Pinal County School Superintendent also known as the Pinal County School Office Education Service Agency (hereinafter referred to as “PCSOESA”) for the procurement of services and products, including affordable telecommunications, Internet access, and related equipment. I hereby authorize PCSOESA to submit applicable Federal Communications Commission (hereinafter “FCC” or “Commission”) Forms 470, 471, 472/474, 486, 498, 500, SPIN Change and Service Substitution Requests, and other applicable forms for E-rate to the Universal Service Administrative Company (USAC) on behalf of The Library.

I understand that, in submitting these forms on The Library’s behalf, PCSOESA is making certifications for The Library. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that The Library is a library eligible for support because it is eligible for assistance from a State Library administrative agency under the Library Services and Technology Act, that it does not operate as for-profit businesses, and whose budgets are completely separate from any schools (including, but not limited to elementary, secondary schools, colleges, or universities).
- (b) I certify that The Library 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 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 services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services and products 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 primarily for educational purposes, see 47 CFR § 500, and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by Commission’s rules at 47 CFR § 54.513.
- (d) I certify that The Library 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 also 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 ten (10) years after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission’s 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 USAC.
- (g) I certify that I am authorized to order the eligible equipment and services, including 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 equipment and/or services under this Letter have complied with the terms, conditions and purposes of the E-Rate program, that no kickbacks were paid to anyone and that false statements 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 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(s). 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.
- (j) 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 PCSOESA for The Library’s participation in the E-Rate program is accurate and true.

The duration term applicable to this Letter of Agency, as agreed upon in the Agreement for Pinal County Technology Consortium Operations and other agreements with PCSOESA, is for 11 years and shall be effective from July 1, 2024, through June 30, 2035.

The Library: City of Apache Junction through the Apache Junction Library

 Mayor Date: _____

ATTEST:

 City Clerk Date: _____