

**School District**  
**Epic Communications**  
**Amendment**

**E- Rate Year 19 (2016 - 2017)**

**This Amendment (“Amendment”) is made and entered into as of \_\_\_\_\_, 2015, between Epic Communications, Inc. having its principal place of business at PO Box 39490, Solon, OH 44139 (“Epic”), and the Plum Borough School District (“District”).**

**Recitals**

**WHEREAS**, the Agreement dated **October 25, 2011** is amended so that the Agreement specifically includes E-Rate Year 19 (2016 – 2017).

**WHEREAS**, it is mandatory that the District execute a Letter of Agency (**Schedule A - Letter of Agency (LOA)**); and, and, allow Epic access to the District’s E-Rate Productivity Center (EPC) account as a consultant associated with the account; and,

The ‘WHEREAS’ and ‘NOW THEREFORE’ clauses in this recitals section are part of this Amendment; and,

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

**I. Scope of Work**

A. Epic will perform all work associated with the 19<sup>th</sup> year of E-Rate (2016 – 2017).

**II. Term**

The term of this Amendment shall commence upon the date first set forth above and shall expire when the Universal Service Administrative Company or the Federal Communications Commission concludes Year 19. This amendment is for Year 19 E-Rate only.

### **III. Integration Clause**

The Agreement as amended contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. Epic and the District stipulate that neither has made any representations with respect to the subject matter of the Agreement or any other representations except such representations as are specifically set forth herein. Epic and the District further acknowledge that any representations that may have heretofore been made by either to the other are of no effect and that none of them have relied thereon in connection with their dealings with the other.

### **IV. Other Terms and Conditions**

#### **Document Retention Requirements**

As of funding year 2015 the document retention timeframe is now **ten years** – see the *Modernizing the E-Rate Program for Schools and Libraries* FCC REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING, paragraph 262, adopted July 11, 2014 and released July 23, 2014.

#### **Technology Plan Requirement**

As of funding year 2015 the requirement for technology plans is **eliminated** – see the *Modernizing the E-Rate Program for Schools and Libraries* FCC REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING, paragraph 197, adopted July 11, 2014 and released July 23, 2014.

**All other terms and conditions of the Agreement dated October 25, 2011 including fees, remain the same.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized representatives all as of the date first above written.

**Plum Borough School District**

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

**Epic Communications, Inc.**

By:

\_\_\_\_\_  
Authorized Signature

Rosemary Enos, President

Print Name

**Letter of Agency  
For the Year 2016 – 2017**

I hereby authorize **Epic Communications, Inc.** to submit FCC Form 470, FCC Form 471, and all other E-Rate forms for all E-Rate eligible services to the Schools and Library Division on behalf of the undersigned school district.

I understand that in submitting these forms on our behalf, you are making certifications for our school district. By signing this letter of agency, I make the following certifications:

- (a) I certify that the schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1956, do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.
- (b) I certify that the schools in our district have secured access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services and any additional non-eligible services.
- (c) I certify that the services that our school district purchases using E-Rate discounts (as described in the law 47 U.S.C. Sec. 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.
- (d) I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws and E-Rate program rules regarding procurement of services for which support is being sought and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I also acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (e) 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.
- (f) I certify that I 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 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
- (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 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.
- (j) I certify that I am authorized to sign this letter of agency (LOA) for my District and, to the best of my knowledge, information, and belief, all information provided to Epic Communications, Inc. for E-Rate submission is true.

I understand that persons (including Epic, its employees and agents, and Independent Contractors) that willfully make false statements on E-Rate forms or through this letter of agency can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Sec. 502, and 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

District: Plum Borough School District      Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2015      Title: \_\_\_\_\_