

## CONTRACT FOR E-RATE APPLICATION ASSISTANCE SERVICES

THIS CONTRACT ("Agreement") is made between \_\_\_\_\_, a local education agency ("LEA"), and Educational Service Unit No. 8 ("ESU 8").

WHEREAS, WHEREAS, the E-rate telecommunications discount program was included by Congress under Universal Service provisions of the Telecommunications Act of 1996; and

WHEREAS, the FCC Universal Service funds ("E-rate") provides discounted costs for ongoing telecommunications connectivity and related Internet services and for internal connections for qualifying libraries and schools; and

WHEREAS, the LEA desires assistance in preparing and managing its Applications for the E-rate discounts;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

**1. Term of Agreement.** This Agreement shall be in effect for a period of one year to begin on or around August 1, 2019 and end on or about July 31, 2020 unless terminated as provided herein.

**2. Services Provided.** ESU 8 agrees to provide the LEA with practical, technical and other assistance in preparing FCC Forms 470, 479, 471, 472, 486, 500 and any other forms under the E-rate program.

**3. LEA Source of Data.** ESU 8 will rely solely on the information provided to it by the LEA and ESU 8 will not audit or otherwise verify the accuracy of the LEA's information.

**4. Consideration/Payment.** In consideration for the E-Rate application assistance services to be provided, the LEA shall pay ESU 8 as follows: \$60 per hour, not to exceed \$500.

**5. Access to and Retention of Records.** ESU 8 agrees to provide the LEA, its auditor, the FCC or their authorized agents with access to any records necessary to determine contract compliance. ESU 8 agrees to create and retain records supporting the E-Rate application assistance services for a period of five years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the LEA or a third party.

**6. Availability of Funds.** The size of the E-rate fund is determined by the Federal Communications Commission and is allocated to K-12 schools and libraries throughout the United States. The availability of funding for the services identified in each application will depend on several factors, including but not limited to, the date on which the FCC Form 471(s) are filed, the amount of funding requested by other eligible entities, the level of poverty within the LEA's geographic area and new federal legislation.

**7. No Third-Party Rights.** This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

**8. Indemnification.** To the fullest extent permitted by law, the LEA shall indemnify and hold harmless ESU 8 and its employees from and against any and all claims, damages, losses and expenses, including but not limited to professional fees, arising out of or resulting from its performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused in whole or in part by any act or omission of ESU 8, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the LEA.

**9. Unemployment Compensation.** ESU 8 shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Agreement as required by Neb. Rev. Stat. § 48-657.

**10. E-Verify.** All parties to this Agreement shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska.

**11. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the following addresses:

ESU 8: Educational Service Unit No. 8  
Attn: Administrator  
P.O. Box 89  
Neligh, NE 68756

LEA: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Any written notice hereunder shall be effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address listed above or such other address as may hereafter be specified by notice in writing.

**12. Termination of Agreement.** If either party fails to fulfill its obligations under this Agreement in a timely and proper manner or if either party violates any material term of this Agreement, the other party shall have the right to terminate this contract upon 60 days written notice.

**13. Entirety of Agreement and Amendments.** The parties certify that they have read this Agreement, fully understand its terms and conditions, and agree that this Agreement constitutes the entire Agreement between ESU 8 and the LEA and that no representations, promises, agreements, or undertakings, written or oral, not herein contained shall be of any force and effect. This Agreement shall be subject to modification only by written instrument signed by a duly authorized representative of each party.

**14. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.

\_\_\_\_\_  
Signature LEA

\_\_\_\_\_  
Signature ESU 8 Administrator

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date