

**AMENDMENT TO THE AGREEMENT BETWEEN
THE MENDOCINO COUNTY LIBRARY (LIBRARY)
AND
THE IMPERIAL COUNTY OFFICE OF EDUCATION (ICOE)
FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES.**

This Amendment is entered into effectively as of the date on which it is executed by both parties.

This Amendment replaces Appendix 1, *"Provision, Installation, and Maintenance of Advanced Network (Data) Services: Reimbursement of Circuit Costs,"* to the Agreement between the Library and ICOE executed on March 26, 2024, with the attached Appendix 1. The changes indicated in this Amendment will be effective as of July 1, 2025. The purpose of this revision is to renew the Library circuits as detailed in Appendix 1.

All other terms and conditions of the original Agreement remain in place and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives.

For the Mendocino County Library

Signature

Name

Title

Date

**For Imperial County Office of
Education (ICOE)**

Luis Wong

Luis Wong (Jun 16, 2025 09:06 PDT)

Signature
Luis Wong

Name

CEO Network Initiatives

Title

06/16/2025

Date

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 6/6/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862060

Org/Object Code: LB/LBALL

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: [Signature]
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 06/06/2025

CONTRACTOR/COMPANY NAME

By: Luis Wong
SIGNATURE

Date: 06/16/2025

NAME AND ADDRESS OF CONTRACTOR:

Imperial County Office of Education (ICOE)

1398 Sperber Rd.

El Centro, CA 92243

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 06/06/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/06/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐ _____
Exempt Pursuant to MCC Section: _____

APPENDIX 1

PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES: Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of ICOE and the Library for connecting CENIC's fiber optic backbone to the Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g., direct connections between libraries (defined as "Services" in the Agreement). The Library understands that CENIC will bill ICOE, and ICOE will bill the Library for the costs of circuits charged by network service providers, including any taxes, surcharges, and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits. Such credits will be passed from CENIC to ICOE and from ICOE to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed, and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the service and circuit costs will depend on coordination among CENIC, the Library, and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to the library upon receipt of the invoice from the network service provider to CENIC.

Items to Consider While Reviewing Quotes

- Pricing does **NOT** include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's *actual* cost.
- If an Out of Band line is required, Associate must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.
- Annual Recurring Costs (ARC) items are invoiced annually.
- Non-Recurring Costs (NRC) items are one-time costs billed upon execution of contract.
- Monthly Recurring Costs (MRC) items are billed quarterly, first billing will occur after handoff.
 - oE-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated.
 - oActual discount percentage will be identified by USAC at a later point. E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Broadband Access Administrator cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change. E-rate % noted is based on current FY estimate and CTF is a 50% discount of the remaining cost after E-rate has been applied.
 - oDue to the consortial nature of CENIC's E-rate application, the E-rate discount level may not be finalized until next Spring of the following year (late March or early April).
- E-rate Costs may take up to 18 months to activate due to USAC processing time. Please budget for the full undiscounted costs for the initial period.

Literature Budget Estimation

Print Date: 3/21/2025
 Library System: Hennepin County Library
 Library Jurisdiction: Minneapolis County Library - County
 Library Name: Hennepin County Library - County
 Fiscal Year: FY25-26
 Estimated E-rate Subsidy: 90%
 Estimated Taxes and Surcharges: 12%
 Reimbursement Type: Other



* Subsidy eligible costs (library amounts, expenditures and associated accounting to convert rates determined by USAC). Subsidy is not received in advance and library may not use a credit for amounts received for 12-18 months. Subsidy is received from the federal government and is subject to the federal government's rules regarding the grant for the library.

Summary of Costs No Taxes

Description	MRC - Non-Recurring Costs (A)	MRC - Annual Recurring Costs (B)	MRC - Monthly Recurring Costs (C)	Adjustment Grant	Gross Annual MRC (C x 12)	Estimated Annual E-Rate Discount	Estimated Annual Cost after E-Rate discount	Estimated Library Annual Cost for MRC after Discounts *
CDL Grant Equipment	\$ -	\$ 4,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities (MRC)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Connects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Deployment Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Circuit(s) - Allocation *	\$ -	\$ -	\$ 3,708.00	\$ -	\$ 44,504.00	\$ 40,057.20	\$ 4,446.80	\$ 2,223.40
Circuit(s) - Location (Collects) *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DSL Phone Line	\$ -	\$ -	\$ 66.00	\$ -	\$ 792.00	\$ -	\$ -	\$ 792.00
Subtotals	\$ -	\$ 4,080.00	\$ 3,774.00	\$ -	\$ 45,296.00	\$ 40,057.20	\$ 5,238.80	\$ 3,025.40

Description	Estimated Annual Cost	Estimated Annual Cost after E-Rate discount	Estimated Library Annual Cost for MRC after Discounts *
Year 1 Costs (A+B+C+D+E)	\$ 45,296.00	\$ 40,057.20	\$ 3,025.40
Year 2 Costs (B+C+D+E)	\$ 45,296.00	\$ 40,057.20	\$ 3,025.40
Year 3 Costs (B+C+D+E)	\$ 45,296.00	\$ 40,057.20	\$ 3,025.40
Year 4 Costs (B+C+D+E)	\$ 45,296.00	\$ 40,057.20	\$ 3,025.40
Year 5 Costs (B+C+D+E)	\$ 45,296.00	\$ 40,057.20	\$ 3,025.40
5-Year Totals	\$ 226,480.00	\$ 200,286.80	\$ 15,127.20






Mendocino Library Amendment

Final Audit Report

2025-06-16

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Mendocino Library Amendment - signed

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