



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

D-8

For the meeting of: March 24, 2015

Date: February 26, 2015
To: Board of Supervisors
From: Victor Zazueta, Director of Library Services
Subject: Approve and authorize the Director of Library Services to sign an agreement between the Califa Group for provision, installation and maintenance of advanced network data services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached agreement between the Califa Group and the Humboldt County Library (HCL) for the provision, installation and maintenance of advanced data network services;
2. Authorize the County Library Director to execute agreement between the Humboldt County Library and Califa; and
3. Direct the Clerk of the Board to return an executed copy to the Califa Group.

SOURCE OF FUNDING:

Library Fund

Prepared by VZazueta CAO Approval Chyl Dillingham
REVIEW: Auditor County Counsel gs Personnel Risk Manager Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-6

Meeting of: 10-28-14

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Lavelle Seconded by Supervisor Bass
Ayes Sindberg, Lavelle, Fennell, Bohn, Bass
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated March 24, 2015
By: Kathy Hayes
Kathy Hayes, Clerk of the Board

DISCUSSION:

Califa Group is a non-profit membership-based service agency group launched in 2003 to provide group pricing and master contracts for services sold to public libraries in California. Members of Califa get access to the delivery of products and services at prices that have been brokered and negotiated by Califa. Califa is a 501c3 non-profit public corporation under the laws of California.

In 2015 Califa contracted with CENIC on behalf of the California State Library to provide high speed broadband data services to public libraries in the state. This is a new project that was initiated by the California State Library with CENIC to allow public libraries access to an existing broadband network currently providing high-speed networked data services to public schools, colleges and universities in the state.

By signing the attached agreement with Califa, the County Library system has an opportunity to participate in a state wide consortium established to reduce individual telecommunications costs by working together with other public libraries that use telecommunications discounts through the federal E-Rate program in a new partnership with CENIC. In addition, working with CENIC the County Library will in the future be able to provide a 1 Gigabyte connection to the Eureka Main Library, the Arcata branch and the Fortuna branch libraries. In addition, under CENIC's proposal to the HCL the Trinidad branch site will be provided with a 250 megabyte connection and the branch library sites serving the communities of Blue Lake, McKinleyville and Rio Dell will each be provided with a 100 megabyte connections.

The communities served by the Kim Yerton branch in Hoopa, the Ferndale branch in Ferndale, and the Willow Creek branch will remain at their current data connections which were upgraded in 2013. However, the cost to connect these sites to CENIC were considered too costly at this time.

FINANCIAL IMPACT:

The full costs of contracting with Califa to work with CENIC in the first year will be borne by the Library Fund and it is anticipated that the Library would use an estimated \$132,000 from its Library Fund until the costs and benefits are fully realized through the federal telecommunications discount system in the following Fiscal Year 2016-2017. The first year costs will be paid by the Library Fund until these costs are reimbursed through the discounts. The Library Fund is able to absorb this cost due to salary savings and available fund balance.

Nonetheless, with this partnership with Califa and CENIC the HCL will benefit for a substantial upgrade in its connectivity and this investment in the Library's future reflects one of the core roles of the Humboldt County Board of Supervisors' strategic framework of managing County resources to ensure sustainability of services.

OTHER AGENCY INVOLVEMENT:

California State Library

Califa

Corporation for Education Network Initiatives in California (CENIC)

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board's discretion

ATTACHMENTS:

- 1) CALIFA agreement

- 2) Public Libraries ERate Consortium FAQ 2014
- 3) Signed Letter of Agency Cover Letter

**AGREEMENT BETWEEN HUMBOLDT COUNTY LIBRARY AND
CALIFA
FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as "Agreement", is entered into as of February 26th, 2015, by and between Califa Group, a California public benefit corporation, hereinafter referred to as "Califa" and the Humboldt County Library hereinafter referred to as "Library". Califa and Library are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties". All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

Humboldt County Library
Victor Zazueta
Director
1313 Third Street
Eureka, CA 95501

Califa
Linda Crowe
Executive Director
32 West 25th Avenue, Suite 201
San Mateo, CA 94403

WITNESS THAT

WHEREAS, Califa, on behalf of the California State Library, has contracted with CENIC to provide high speed networking to libraries in California; and

WHEREAS, Library desires to contract with Califa to obtain one or more data circuits to connect Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in appendix #1, attached, to connect libraries to other sites as identified in said appendix for the purpose of connecting to CalREN.

NOW THEREFORE, Library and Califa enter into this Agreement:

1. Relationship between the Parties

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services to Library.

2. Services to be Provided

The primary communications infrastructure provided by CENIC is the California Research and Education Network ("CalREN"). Among the services that CENIC will provide to Libraries are use of CalREN and contracting for and provision of data circuits supplied by network service providers.

Califa, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in the appendix attached. Califa will assure that CENIC notifies the Library of installation requirements and necessary maintenance instructions. Neither CENIC nor Califa shall be responsible for operating or maintaining software, equipment or cabling that connects equipment not provided by CENIC for the services unless specifically agreed to in writing by CENIC.

3. Term and Termination of this Agreement

- (a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from December 1, 2014 through June 30, 2016. This agreement will automatically renew unless one party notifies the other at least 60 days in advance of June 30, 2016 and each June 30 of each renewal period.
- (b) **TERMINATION.** Termination prior to the end date stated above shall result in Library having to pay any circuit telecommunications carrier termination charges resulting from early termination of the Service.

4. Payment

Payment for services shall be due within thirty (30) days of receipt of a Califa invoice reflecting provision of the services for which the invoice is sent; or as otherwise agreed to by Library and Califa. Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice.

5. Miscellaneous

- (a) **CONDITIONS OF USE.** Library agrees to conform to the CENIC Appropriate Use Policy located at <http://www.cenic.org/p=2081/> and to any specific conditions of use imposed by subcontractors providing communications services to CENIC as may be in force at the time such services are made available per an Addendum to this Agreement. If such conditions of use are modified and Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days to terminate the affected service without penalty. If Library does not elect to terminate the service, Library must conform to the revised conditions of use or be subject to termination of the service by CENIC.
- (b) **CONFLICTING CLAUSES.** If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence but only for the service defined in that Addendum.
- (c) **FORCE MAJEURE.** Neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, riots, embargoes, strikes involving third parties, acts of Local Access Providers or of its vendors, or suppliers, acts of unrelated third parties, accidents, cable cuts, act(s) of God or any other event beyond its reasonable control.
- (d) **GOVERNING LAW.** The laws of the State of California shall govern this Agreement.

6. Entire Agreement

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification shall be binding unless in writing and signed by authorized representatives of both parties.

7. General Provisions

7.1 Nondiscrimination:

- (a) During the performance of this Contract, Califa and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Califa shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- 7.2** It is expressly agreed and understood by the parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

- 7.3** Rights and Remedies: The rights and remedies of Library provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 8. Indemnification.** Library shall indemnify Califa, its trustees, officers, agents and employees harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Library its officers, agents, or employees.

Califa shall indemnify Library, its trustees, officers, agents and employees harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Califa, its officers, agents, or employees.

9. *Dispute Resolution.* *All disputes between the parties hereto with respect to their rights and duties hereunder, excepting only indemnity claims, shall be resolved through binding arbitration pursuant to Code of Civil Procedure Section 1280, with the non-prevailing party responsible for the arbitrators' fee but in all other respects with each side bearing its own costs and attorneys fees.*

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

For Library

Signature

Name

Title

Date

For Califa

Signature

Linda Crowe

Name

Executive Director

Title

Date

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 Califa and the Library for connecting CENIC's fiber optic backbone to Library and for connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries. Library understands that CENIC will bill Califa, and Califa will bill Library, for actual costs of circuits charged by network service providers, including taxes and surcharges and without markup. Prior to approval of CENIC's Library consortium E-rate application by the FCC's E-rate contractor, 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 and such credits will be passed from CENIC to Califa and from Califa to the Library. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate consortium application is approved. Therefore, a range of circuit costs is shown below, with the understanding that the actual discounted costs will fall within the range and until the actual discounted costs are realized, the Library is liable for the highest cost shown. The actual start date of the service, and therefore of circuit costs, will be dependent on coordination among CENIC, the Library and the network service provider.

The circuit being provided by the network service provider is a switched "cloud" circuit, with two billed elements, or links.

1G to each library, 1G to CalREN

Summary Totals for Humboldt County Library	Pre Discount Costs (not including Taxes & Surcharges)		Estimated Net Costs, after discounts applied (not including Taxes & Surcharges)	
	NRC	Monthly	NRC	Monthly
	\$ 18,333.00	\$ 6,890.00	\$ 3,666.60	\$ 689.00

1G AT&T (toward CalREN Hub)

Itemized CalREN Connectivity to Sunnyvale	Pre Discount Costs		Estimated Net Costs, after discounts applied	
Connection to CalREN Hub at Level3 Sunnyvale	NRC	Monthly	NRC	Monthly
Link 1: to Eureka main library	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Link 2: to CalREN Hub	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Taxes & Surcharges on links	Varies			

**1G to two libraries, 100M to three, three 1G
Collectors at Eureka Main Library**

Itemized Inter-Library Connectivity	Pre Discount Costs		Estimated Net Costs, after discounts applied	
	NRC	Monthly	NRC	Monthly
Connections to Eureka main library				
Link Collector (AT&T): Eureka Main Library	\$ 3,000.00	\$ 2,175.00	\$ 600.00	\$ 217.50
Link A (AT&T): Arcata (1G)	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Link B (AT&T): Blue Lake (100M)	\$ 1,000.00	\$ 430.00	\$ 200.00	\$ 43.00
Link D (AT&T): Fortuna (1G)	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Link F (AT&T): Mckinleyville (100M)	\$ 1,000.00	\$ 430.00	\$ 200.00	\$ 43.00
Link G (AT&T): Rio Dell (100M)	\$ 1,000.00	\$ 430.00	\$ 200.00	\$ 43.00
Link H (AT&T): Trinidad (250M)	\$ 8,333.00	\$ 525.00	\$ 1,666.60	\$ 52.50
Taxes & Surcharges on links	Varies			

Frequently Asked Questions for Public Libraries About CENIC's Statewide E-Rate Consortium

E-Rate is a federal program established by the Telecommunications Act of 1996 to promote Universal Service for schools and libraries by providing billions of dollars annually in discounts or subsidies for telecommunications services.

This program rebates a portion of the cost of certain telecommunication services, related equipment and related technical services. The federal government makes this program available to ensure that students in every school and patrons in every library, in particular those in communities with high rates of poverty, have high-speed broadband access to the Internet and to education technology.

The Corporation for Education Network Initiatives in California (CENIC) will be administering the statewide consortium for public libraries in California.

Letter of Agency: A Letter of Agency is a legal document in which one agency gives authority for another agency to act on its behalf. In the case of the CENIC E-Rate Consortium for public libraries, a library jurisdiction or branch would sign a Letter of Agency to join the consortium. The letter authorizes CENIC to seek and obtain E-Rate discounts on the cost of circuits to connect libraries to the California Research and Education Network (CalREN), the statewide broadband network operated by CENIC.

FAQs:

- Q1: What and who are CalREN and CENIC?
- Q2: Why is there a request for a Letter of Agency?
- Q3: What liability does the library jurisdiction or system incur by signing the Letter of Agency?
- Q4: Why should I send CENIC a Letter of Agency before the State Library and CENIC have worked out all the contractual details?
- Q5: What are the advantages for a jurisdiction or library system if we join the consortium by signing the Letter of Agency?
- Q6: Will this interfere with our own E-Rate or California Teleconnect Fund applications?
- Q7: Are there any libraries that should not sign the Letter of Agency?
- Q8: What about the Children's Internet Protection Act (CIPA) compliance? We don't filter.
- Q9: What is a "Federal Registration Number"; how do I find out if I have one; and how do I get one if I don't?
- Q10: What is a "USAC/E-Rate Entity #"; how do I find out if I have one; and how do I get one if I don't?
- Q11: What if my library is under contract for services already?
- Q12: Whom can I contact if these FAQs still don't answer my questions?

Q1: What and who are CalREN and CENIC?

A1: CalREN is the California Research and Education Network, a statewide network operated by CENIC to serve educational institutions across the state. It currently is in the process of linking K-12 schools, school district offices, county offices of education, colleges, and universities to one another and to the Internet.

The Corporation for Education Network Initiatives in California (CENIC) is a 501(c)(3) non-profit organization founded by the California State University system, Caltech, Stanford, the University of California and the University of Southern California. CENIC is governed by its members, which include the above institutions, the California Community Colleges and the state's K-12 educational institutions. As soon as contracts are in place, the California State Library will join CENIC's governing board.

CENIC procures the telecommunications services that support connection to CalREN, and therefore serves as the lead applicant for California's statewide E-Rate consortium for public libraries, just as it does for K-12 schools and districts.

Q2: Why is there a request for a Letter of Agency?

A2: Under E-Rate regulations, CENIC, as the consortium lead, must have a signed Letter of Agency from each of the participating library jurisdictions, systems or branches that CENIC lists on its E-Rate application, FCC Form 471. Submitting a Letter of Agency before October 31st allows data from all consortium members to be processed for the anticipated March 2015 deadline to file the Form 471 for the statewide consortium.

Q3: What liability does the library jurisdiction or system incur by signing the Letter of Agency?

A3: For any library that already applies for E-Rate, there is no additional liability incurred by signing the Letter of Agency. The Letter of Agency is the mechanism for a library jurisdiction, system or branch to re-certify to CENIC that the library entity is "E-Rate compliant."

At a specific point in the E-Rate process, CENIC will receive bids from providers on the circuit costs. Then a jurisdiction or library can decide that the cost is too high even after anticipated E-Rate and California Teleconnect Fund discounts, and may drop out of the process.

Libraries that remain in the process will be obligated to pay the full cost of the circuits until the E-Rate and California Teleconnect Fund discounts are applied. Different carriers handle this transaction differently so it's hard to say exactly how long it will take for discounts to be applied but a full fiscal year is not uncommon for a large statewide consortium. After they've been received by CENIC, the discounts will be returned to the libraries, reducing the net cost of circuits.

Q4: Why should I send CENIC a Letter of Agency before the State Library and CENIC have worked out all the contractual details?

A4: The process of applying for E-Rate funding takes pre-planning and activities that span almost an entire year. The E-Rate application process begun in the fall of 2014 is to qualify for funding for circuits to be installed in the fiscal year that begins July 1, 2015. If this funding cycle is missed, a potential year of E-Rate discounts is lost. Formal contracts will be between CENIC and the new Partner for Statewide Broadband Aggregator that will be chosen competitively in late October/early November. For more information, please contact Jarrid Keller, Chief Information Officer, California State Library, 900 N Street, Sacramento, CA 95814. 916-653-4023 or jarrid.keller@library.ca.gov.

Q5: What are the advantages for a jurisdiction or library system if we join the consortium by signing the Letter of Agency?

A5: Carriers typically provide lower costs to entities that purchase large numbers of circuits, so a consortium can secure lower costs for its members than the members might negotiate on their own.

As the consortium receives discounts on network circuit costs during fiscal years 2015-16, 2016-17 and 2017-18, those savings will be returned to the libraries to reduce the net cost of circuits. By signing the Letter of Agency and joining the consortium, libraries in California can obtain E-Rate discounts while enjoying broadband connectivity to CalREN. Joining the consortium may also reduce the amount of paperwork required of your library jurisdiction or branch, to take advantage of E-Rate and California Teleconnect Fund (CTF) discounts.

Q6: Will this interfere with our own E-Rate or California Teleconnect Fund applications?

A6: It depends. CENIC is *only* applying for discounts on telecommunications circuits, so you may still apply for discounts on equipment or other categories of goods or services for which E-Rate and CTF are available. In E-Rate terms, CENIC is the "Billed Entity" and the consortium lead for discounts on network telecommunications costs that are serving public libraries. A library, as a consortium member, is the beneficiary of the discount savings realized by CENIC.

Since the consortium is not applying for discounts on Internet Access or Category Two Internal Connections, certification of compliance with the Children's Internet Protection Act is not required for participation in the consortium.

Q7: Are there any libraries that should not sign the Letter of Agency?

A7: Yes. Here are some examples:

1. A library that has Internet access and does not intend to connect to CENIC's CalREN network.
2. A library that doesn't intend to connect to the Internet.
3. A library that could be described in E-Rate Form 471 terms as having insufficient or nonexistent "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 discounted eligible services" in fiscal years 2015-2016, 2016-2017 and 2017-2018.

Q8: What about Children's Internet Protection Act (CIPA) compliance?

A8: There is no CIPA compliance obligation created by being a participant in this consortium. Under E-Rate, the CENIC application to the E-Rate discount program is for telecommunications only, which has no CIPA compliance requirements. A jurisdiction or library may choose to comply with CIPA but there's no requirement to do so as a result of signing the Letter of Agency or applying for E-Rate discounts through the consortium process CENIC follows.

Q9: What is a "Federal Registration Number?" How do I find out if I have one and how do I get one if I don't?

A9: A "billed entity" -- such as a library jurisdiction -- is defined as an entity that pays for services on behalf of its branches or locations. Such an entity must have an FCC Registration Number (FRN). You may search for an existing FRN or request a new one at the following FCC website:

<https://apps.fcc.gov/coresWeb/publicHome.do>

Q10: What is a "USAC/E-Rate Entity Number?" How do I find out if I have one and how do I get one if I don't?

A10: This number is also often called a "Billing Entity Number" or BEN. If you have already been assigned an entity number, you may look it up on USAC's website at:

http://www.sl.universalservice.org/Utilities/BilledEntitySearch_Public.asp

Before contacting USAC to request a new entity number, it's wise to research what's involved. If you need to request a new entity number, here are the USAC instructions:

<http://www.usac.org/sl/applicants/beforeyoubegin/entity-number.aspx>

You can also submit questions at:

http://www.slforms.universalservice.org/EmailResponse/Email_Intro.aspx

And, you can call USAC at (888) 203-8100 to obtain entity numbers.

Q11: What if my library is under contract for services already?

A11: The Letter of Agency in no way commits you to terminating your existing contracts. However, if you are interested in connecting to CalREN, please complete a Letter of Agency and include the following information:

1. The date your contract ends.
2. Information about any early termination fees under the contract.
3. The name of the service provider.

Q12: Whom can I contact if these FAQs still don't answer my questions?

A12: Name: Jarrid Keller, CIO California State Library
Telephone: 916-653-4023
Email: Jarrid.Keller@library.ca.gov

Letter of Agency

Please complete and return this Letter of Agency (LOA) by October 31, 2014, to:

California State Library
P.O. Box 942837
Sacramento, CA 94237-0001
Attention: Jarrod Keller

From:	Name of Library Jurisdiction/Library Organization	County
	HUMBOLDT COUNTY LIBRARY	HUMBOLDT COUNTY

This Letter of Agency (LOA) is to confirm participation in the Corporation for Education Network Initiatives in California (CENIC) E-Rate Consortium as an eligible member entity for E-Rate discounts in 2015–16, 2016–17 and 2017-18 E-Rate application years. I authorize CENIC (E-Rate Entity No. 225495) to act on my behalf in matters related to the federal E-Rate discount program for the purposes of securing those discounts on eligible telecommunications services for eligible library locations. I understand that in submitting E-Rate forms, which include us in the consortium, CENIC is making certifications for our library or library system. By signing this LOA, I make the following certifications on behalf of our entity:

1. I certify that our library or library system is eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996, Pub. L. No. 104-208, § 211 et seq., 110 Stat. 3009 (1996) that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary, secondary schools, colleges, or universities).
2. I certify that our library or library system 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 acquired by CENIC on our behalf. 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 from funds to which access has been secured in the current funding year.
3. I certify that the services the library or library system purchases at discounts provided by 47 U.S.C. § 254 will be used primarily 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.).
4. I certify that our library or library system 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 result in civil or criminal prosecution by the appropriate law enforcement authorities.

5. 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.
6. 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.
7. 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.
8. 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.
9. I certify that, to the best of my knowledge, the service provider will not pay the non-discount portion of the costs for eligible services. 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.
10. 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 CENIC for E-Rate submission is true and correct.
11. I understand that because CENIC must prepare its statewide application in advance, CENIC may use older National School Lunch Program (NSLP) (enrollment and free/reduced lunch eligibility) data that varies from the NSLP data we may use in our own E-Rate applications. We therefore agree in advance that whatever NSLP data CENIC uses and can verify to the satisfaction of Universal Service Administrative Company/ Schools and Libraries Division (USAC/SLD) shall be the correct NSLP data for CENIC's consortium application for our entity.

I understand that persons willfully making false statements on the E-Rate forms or through this LOA can be punished by fine or forfeiture, under 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.

HUMBOLDT COUNTY LIBRARY

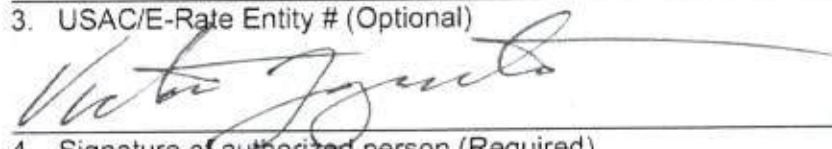
1. Printed Name of Library/Library System or Jurisdiction – should match how it appears in USAC's system (Required)

0020556346

2. Library/Library System FCC Registration Number (Optional)

144495

3. USAC/E-Rate Entity # (Optional)



4. Signature of authorized person (Required)

10/28/14
Date Signed

VICTOR ZAZUETA

5. Printed name of authorized person (Required)

DIRECTOR OF LIBRARY SERVICES

6. Title or position of authorized person (Required)

707-269-1929

7. Phone for Library/Library System (Required)

8. Printed name of contact person, if different from No. 6 above (Required)

9. Phone for contact person (Required)

707-269-1929

10. Printed e-mail for contact person (Optional)

vzazueta@co.humboldt.ca.us

Letter of Agency
Appendix A

If you are signing this LOA on behalf of branches in your jurisdiction or system, please list the names and addresses of the branch locations you serve, and if available, the USAC Entity Numbers for these locations. Attach additional forms if necessary.

Branch Name	Address	City & Zip Code	USAC Entity Number (Optional)
HUMBOLDT COUNTY LIBRARY	1313 THRID STREET	EUREKA 95501	144495
EUREKA MAIN LIBRARY	1313 THIRD STREET	EUREKA, 95501	111078
ARCATA BRANCH	500 7 TH STREET	ARCATA 95521	111121
BLUE LAKE BRANCH	111 GREENWOOD AVE.	BLUE LAKE 95525	111127
FERNDALE BRANCH	807 MAIN STREET	FERNDALE 95536	111152
FORTUNA BRANCH	753 14 TH STREET	FORTUNA 95540	111156
GARBERVILLE BRANCH	715 CEDAR	GARBERVILLE 95542	111167
HOOPA BRANCH	LOOP ROAD	HOOPA 95546	111170
MCKINLEYVILLE BRANCH	1606 PICKETT ROAD	MCKINLEYVILLE	111106
RIO DELL BRANCH	715 WILDWOOD AVE	RIO DELL 95562	111193
TRINIDAD BRANCH	380 JANIS COURT	TRINIDAD 95570	111199
WILLOW CREEK BRANCH	INTERSECTION HWYS 299 AND 96	WILLOW CREEK 95573	111203

If any existing circuits are under contract with a service provider, please list that information below if known:

Branch Name	Service Provider	Contract End Date	Early Termination Fees?
HUMBOLDT COUNTY LIBRARY	ATT	6/30/18	50% of any unpaid remaining recurring charges, if termination occurs before the end of an applicable Minimum Retention Period, any access facilities cancellation charges or third-party charges incurred by ATT due to the termination.
EUREKA MAIN LIBRARY	ATT	6/30/18	
ARCATA BRANCH	ATT	6/30/18	
BLUE LAKE BRANCH	ATT	6/30/18	
FERNDALE BRANCH	FRONTIER COMMUNICATIONS		
FORTUNA BRANCH	ATT	6/30/18	
GARBerville BRANCH	ATT	6/30/18	
HOOPA BRANCH	ATT	6/30/18	
MCKINLEYVILLE BRANCH	ATT	6/30/18	
RIO DELL BRANCH	ATT	6/30/18	
TRINIDAD BRANCH	ATT	6/30/18	
WILLOW CREEK BRANCH	ATT	6/30/18	

10/28/2014