

Memorandum of Understanding
Telecommunications WAN Services Agreement



This **Memorandum of Understanding ("MOU")** is between Utah Education and Telehealth Network ("UETN") and **San Juan County Library System** ("Stakeholder"). At Stakeholders request, and in accordance with procurement law, UETN entered into agreements ("Agreement") with vendors represented below on Stakeholder's behalf from July 1, 2025 -June 30, 2030, with an optional 12-month extension at the end of this period, ending no later than June 30th, 2031 unless otherwise indicated, (see Term column below).

E-RATE COMPLIANCE: UETN will apply annually to the Universal Service Administrative Company, (USAC) for E-rate discounts on these services through the Schools and Libraries Universal Service Support (E-rate) Program throughout the term of this agreement.

Stakeholder agrees to provide the following items to UETN, in a timely manner:

- 1) An FCC Form 479, Children's Internet Protection Act (CIPA) form, certifying annual compliance with CIPA requirements, **before July 1 of every year**
- 2) An E-rate Letter of Agency (LOA), upon request
- 3) E-rate information or FCC forms necessary for E-rate compliance, upon request

Failure to provide UETN with required E-rate information or forms by the due date, jeopardizes E-rate compliance and may result in the loss of E-rate funding to Stakeholder for continued service through UETN.

COST REIMBURSEMENT: UETN shall invoice Stakeholder for the after E-rate discount cost of services and support. Stakeholder understands that **E-rate discounts** change yearly as the E-rate discount is based on local school district enrollment and poverty levels, as well as USAC E-rate filing rules. For the E-rate Funding Year July 1, 2025 – June 30, 2026, the estimated E-rate discount is represented in the E-rate Discount Estimate column below.

Stakeholder costs are estimated below in **blue**. Stakeholder agrees to reimburse UETN within 30-days of receipt of an invoice from UETN. UETN will pay costs in **red** below, which includes the on-going monthly costs and one-time equipment costs to connect Stakeholder sites to the UETN network.

EQUIPMENT: Per UETN's agreements, Stakeholder is responsible for hardware and equipment necessary or related to the implementation and performance of these services.

Contract Obligations: The agreements under which UETN makes the services available contain limitations on Stakeholder's use of the Services and associated remedies for use inconsistent with those limitations. Those limitations may include restrictions on the locations at which the Services are provided, limitations on end user activity, or other conditions of use. Stakeholder agrees to use the Services in accordance with all applicable limitations and Stakeholder acknowledges and accepts responsibility for any vendor remedies arising as a result of Stakeholder's use of the Services.

EARLY TERMINATION / UNACCEPTABLE USE: Stakeholder agrees to comply with the terms of this MOU and the terms of each of the service provider agreements under which UETN procured the services that are made available to stakeholder. Stakeholder shall reimburse UETN for any costs, fees or penalties associated with Stakeholder's early termination or cancellation of or withdrawal from UETN agreements. Such costs and fees may apply if Stakeholder relocates during the term of the agreement, although UETN will work with Stakeholder and the relevant service provider in good faith to attempt to minimize any costs associated with such relocation. In the event of unacceptable use of the services or other use by Stakeholder not permitted under a relevant service provider agreement, service providers may impose fees or additional costs (including increasing the monthly recurring charge to a particular location to three times the contract rate), or may suspend or terminate services. Service providers may also revoke benefits such as waived installation costs or pro-rated start-up costs. In the event a service provider invokes any such remedy due to Stakeholder's use of the services, or use by individuals allowed to access the service by Stakeholder, Stakeholder shall be solely responsible for the associated costs or consequences of such remedy.

AMENDMENT: This MOU may only be amended upon written mutual agreement duly executed by UETN and Stakeholder. UETN and Stakeholder have executed this MOU by their duly authorized representatives named below and this MOU becomes effective upon the latest date indicated.

Stakeholder

Signature: _____
Name: Nicole Perkins
Title: Director
Email: nperkins@sanjuancounty.org

Stakeholder Billing Contact

Name: _____
Email: _____
Mailing address: _____
Phone: _____

Utah Education and Telehealth Network

Signature: _____
Name: Spencer Jenkins
Title: CEO and Executive Director
Date: _____

Term - Months	RFP #	Description	Site #	Site/Location Name	USAC ID #	Site Address	Aggregation Address	Bandwidth	Additional Info	Vendor Awarded	MRC	Install	Equipment	Capital Construction	Infrastructure/Aggregation Equipment	Total NIC	Total 60 Month Cost of Contract	E-rate Discount Estimate	Total 60 Month MRC - UETN Pays (after E-rate)	Total NIC - UETN Pays (after E-rate)	1 Month MRC - Stakeholder Pays (after E-rate)	Total 60 Month MRC - Stakeholder Pays (after E-rate)	Total NIC - Stakeholder Pays (after E-rate)
60	UU188462477	San Juan County Library System	25.5.265	San Juan County Library Blanding Branch	96781	25 W 300 S, Blanding, UT 84511	San Juan School District Heritage Language Resource Center, 28 W 200 N, Blanding, UT 84511	1 Gbps	New	Emery	\$ 587.98	\$ -	\$ 1,675.00	\$ -	\$ -	\$ 1,675.00	\$ 36,953.80	90%	\$ 3,527.88	\$ 167.50			
60	UU188462477	San Juan County Library System	25.5.266	San Juan County Library Bluff Branch	17024762	480 Black Locust Ave, Bluff, UT 84512	Utah State University (USU), 639 W 100 S, Blanding, UT 84511	1 Gbps	Expiring	Emery	\$ 587.98	\$ -		\$ -	\$ -	\$ -	\$ 35,278.80	90%	\$ 3,527.88	\$ -			
60	UU188462477	San Juan County Library System	25.5.267	San Juan County Library Montezuma Creek Branch	17022600	5th E St (PKA East Hwy 162), Montezuma Creek, UT 84534	Utah State University (USU), 639 W 100 S, Blanding, UT 84511	1 Gbps	Expiring	Emery	\$ 587.98	\$ -	\$ 1,675.00	\$ -	\$ -	\$ 1,675.00	\$ 36,953.80	90%	\$ 3,527.88	\$ 167.50			
		Count:		3						Total before E-rate:	\$ 1,763.94	\$ -		\$ -	\$ -	\$ 1,675.00	\$ 109,186.40	Total after E-rate:	\$ 10,583.64	\$ 335.00	\$-	\$-	\$-