

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.6
(ID # 15177)

MEETING DATE:
Tuesday, May 11, 2021

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Service Agreement for Provision, Installation, and Maintenance of Advanced Network (Data) Services for the County Free Library System between the County of Riverside and Califa Group from Fiscal Year 21/22 through 25/26. All Districts; [\$991,094 - Federal Funds 90%, County Library Funds 10%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement between the County of Riverside and Califa Group, a California non-profit public benefit corporation, for the Provision, Installation, and Maintenance of Advanced Network (Data) Services from Fiscal Year 21/22 through 25/26, and authorize the Chair of the Board of Supervisors to execute said Agreement on behalf of the County.


ACTION:Policy


Suzanne Holland, Director of EDA 5/4/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 11, 2021
xc: OED

Kecia R. Harper
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$ 0 | \$ 685,402 | \$ 991,094 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Federal Funds 90%, County Library Funds 10% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 21/22 – 25/26 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Federal Communications Commission (FCC) established the E-Rate: Universal Service Program for Schools and Libraries to make telecommunications and information services more affordable for schools and libraries. The E-Rate program provides discounts for telecommunications, internet access, and internal connections to eligible libraries utilizing funding from the Federal Universal Service Fund. In recent years, the FCC refocused E-Rate from legacy telecommunications services to broadband, with a goal to significantly expand Wi-Fi access.

The E-Rate program is coordinated by the Califa Group, a California non-profit public benefit corporation, who is the California State Library's awarded vendor for the Statewide Broadband Aggregator role. The County of Riverside, on behalf of the Riverside County Library System, desires to enter into a Service Agreement for Provision, Installation, and Maintenance of Advanced Network (Data) Services for the County Free Library System with Califa Group.

The Agreement between the Califa Group and the County Free Library System will allow for low-cost broadband services to continue at an approximate 90% discounted service rate. As the State Library's awarded vendor, the Califa Group will be responsible for all E-rate reporting to the State Library, payment to service vendors, E-rate reimbursement coordination, and communications with Corporation for Education Network Initiatives in California (CENIC), the State Library's awarded California Research and Education Network (CalREN) provider and coordinator of final broadband services with wireless providers.

All costs associated with this agreement are pass through costs from Spectrum and Geolinks for broadband carrier fees and applicable state taxes related to circuit development, deployment, and monthly service. All fees charged by the Califa Group and CENIC are reimbursed by the California State Library.

For the first year of this agreement, all expenses will be paid in full. At the time the E-rate is approved by Universal Service Administrative Company (USAC), they will reimburse ninety

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

percent back to the Riverside County Library System (RCLS) through the CENIC and Califa Group aggregators. This reimbursement may take up to 18 months.

Impact on Residents and Businesses

All reimbursements and yearly savings will be placed back into the RCLS for programming and operations. There is no negative financial impact on residents and businesses. This agreement will provide upgraded and faster wireless internet services to all Riverside County library patrons.

This agreement includes the installation of fiber optic wireless services at the remote Lake Tamarisk Library. These services will be new as service providers have been unable to provide services to this location to date.

Additional Fiscal Information

| | |
|------------|-----------|
| FY 2021/22 | \$685,402 |
| FY 2022/23 | \$ 76,423 |
| FY 2023/24 | \$ 76,423 |
| FY 2024/25 | \$ 76,423 |
| FY 2025/26 | \$ 76,423 |
| TOTAL | \$991,094 |

ATTACHMENTS:

- Service Agreement with Califa Group
- California State Library Statewide Broadband Aggregator Awarded Vendor Letter to Califa Group – Exhibit A


Scott Brueckner 5/5/2021

Exhibit A



September 3, 2020

Paula MacKinnon, Executive Director
Califa Group
330 Townsend St. Suite 133
San Francisco, CA 94107

Subject: Statewide Library Broadband Services Project
Title: Statewide Broadband Aggregator (20-01)

Dear Paula:

With this letter, the State Library approves the 2020 fiscal year grant to the Califa Group for the above-named project, for the award period of July 1, 2020 through June 30, 2021.

This award (20-01), continues Califa's work performed for the Statewide Broadband Aggregator role. This award is effective July 1, 2020 through June 30, 2021. The total funding is equal to \$2,899,665.52 in local assistance funds, including \$2,664,665.52 for CENIC and an administrative fee of \$235,000.00 for the Califa Group.

The administrative fees of outlined in this letter are anticipated based on final billing from CENIC. Califa has until June 30, 2021 to expend this state budget allotment of funds.

A summary of current funding is as follows:

| | | |
|-------------|-----------------------|--------------------------------|
| CENIC | \$2,664,665.52 | |
| Admin Fee | \$ 235,000.00 | (July 1, 2020 – June 30, 2021) |
| CENIC TOTAL | <u>\$2,899,665.52</u> | |

As the Aggregator, Califa is the administrative and fiscal agent for state funds appropriated for the continuation of California's Statewide Library Broadband Services initiative. The primary State Library monitor on this project is Laura Sasaki at (916) 653-4730, laura.sasaki@library.ca.gov.

These grants are governed by the representations made in Califa's application dated November 14, 2018 and updated November 28, 2018. Other conditions of these grants include Califa's assurances to the State Library that it will *provide any and all necessary data to satisfy any State Library reporting requirements, that Califa is prepared to hire additional staff to meet its grant obligations, and that it undertakes to represent the State Library's interests in all dealings with vendors, partners, and grantees.*

Reporting

The State Library expects that the Califa Group will provide the following related to reporting requirements:

- Monthly written reports produced in a searchable format detailing the status of connections for all member libraries; reports should detail timelines for future connections and reasons for delays or special circumstances and should be in a structure to be agreed upon by the State Library and Califa;

- Monthly written reports produced in a searchable format -- in a structure to be agreed upon by the State Library and Califa -- detailing the expected speeds for each library location in the process of being connected to CENIC;
- Monthly written reports produced in a searchable format -- in a structure to be agreed upon by the State Library and Califa -- detailing the actual speeds each member library location receives;
- Monthly detail of E-rate reimbursements to libraries produced in a searchable format -- in a structure to be agreed upon by the State Library and Califa;
- Quarterly narratives -- due the last day of the month following the end of the fiscal quarter -- detailing how funds were expended, and a summary of the progress made in fulfilling grant requirements in a structure to be agreed upon by the State Library and Califa;
- Quarterly auditable financial reporting -- due the last day of the month following the end of the fiscal quarter, showing state funds which have been spent or encumbered for these grants. Also, in a structure to be agreed upon by the State Library and Califa.

Funds allowed for the grants may include salaries and benefits, materials, operating expenses, equipment and indirect costs. Please sign and return the enclosed claim and certification forms. Until notified by the State Library, please keep the content of this letter confidential to allow the State Librarian time to reach out to other applicants.

As noted above, Califa Group's quarterly reports for the Aggregator grant must be submitted by July 31, 2021. Send your reports to the California State Library, Fiscal Office, P.O. Box 942837, Sacramento, CA 94237-0001.

Respectfully yours,

Greg Lucas
Digitally signed by Greg
Lucas
Date: 2020.09.03
18:40:22 -07'00'

Greg Lucas

California State Librarian

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

This Agreement, hereinafter referred to as "Agreement", is entered into as of May 11, , 2021 by and between Califa Group, a California non-profit public benefit corporation, hereinafter referred to as "Califa," and County of Riverside, a political subdivision of the State of California, on behalf of Riverside County Library System, hereinafter referred to as "County" or "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.

**Riverside County Library System
Suzanne Holland
Director of Office of Economic
Development
3499 10th Street,
Suite 400
Riverside, CA 92501**

**Califa Group
Paula MacKinnon
Executive Director
330 Townsend St. Suite 133
San Francisco, CA 94107**

RECITALS

WHEREAS, the federal E-Rate program provides discounts to assist eligible schools and libraries to obtain affordable internet access and telecommunications services; and

WHEREAS, the California State Library went out to bid and contracted with CENIC Broadband Initiatives, LLC, a California limited liability company ("CENIC"), to provide high speed networking to libraries in California; and

WHEREAS, part of CENIC's services are to bid for the most cost effective solution, and to manage the E-rate filings; and

WHEREAS, the California State Library also bid and contracted with Califa to be the fiscal agent for its High-Speed Broadband Program ; and

WHEREAS, Califa will contract with CENIC, who has/shall contract with various providers, to provide the "last-mile" connections from the CalREN hub to the County's library locations; and

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

WHEREAS, Califa represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the County relies upon this representation, and Califa shall perform to the satisfaction of the County and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

NOW THEREFORE, County and Califa enter into this Agreement:

1. Relationship between the Parties

County has contracted with Califa, who has contracted with CENIC, the State's fiber optics vendor, who has contracted with various providers to provide last-mile service. 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 County.

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 County, 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 County 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.

County is responsible for analyzing the cost of any early termination penalties that might apply to its existing connections.

If County is currently getting E-rate funding for its existing services, County remains responsible for continuing to apply for those until all CENIC services are turned up and all legacy services are canceled.

3. Term and Termination of this Agreement

- (a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from May 11, 2021 until the end date for termination of all circuits ordered under this Agreement (as defined in Exhibit A: CENIC Circuit Quote), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific circuit terms shall depend on the specific date such circuit is "handed off" to County.
- (b) **TERMINATION.** Termination prior to the end date of any given circuit shall result in Library having to pay any circuit telecommunications carrier termination charges resulting from early termination of the Service. Notwithstanding the above, upon a 60 day written notice prior to the second and each following June 30 after a circuit is installed, County may cancel a circuit without penalty if funding to pay for that circuit is not available and County does not for at least 12 months after said notice order or otherwise obtain a replacement

- circuit in place of the cancelled circuit.
- (c) County may, upon five (5) days written notice terminate this Agreement for Califa's default, if Califa refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County. After termination, County shall make payment only for Califa's performance up to the date of termination in accordance with this Agreement. Califa's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by Califa; or in the event of Califa's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, Califa shall not be entitled to any further compensation under this Agreement.
 - (d) County may terminate this agreement if non-recurring, one-time costs for all circuits included in Appendix 1 are increased by the telecommunications carrier from the amount shown in Appendix 1. See footnote for non-recurring charges in Appendix 1 for more information.

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 County and Califa. Except for non-recurring costs, if any, costs in Appendix 1 shall only begin upon installation of circuit(s). County will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice. Unless otherwise agreed to between the Parties, all circuit deployment fees are non-cancelable and nonrefundable, and any outstanding circuit deployment fees shall become due and payable immediately upon termination. The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

Maximum payments by County to Califa under this Agreement shall not exceed \$685,402 for the first year, including all expenses, as stated in Exhibit A attached to this Agreement. The County is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise agreed to between the Parties, County shall not be responsible for payment of any of Califa's expenses related to this Agreement.

5. Notice

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

Riverside County Library System
Suzanne Holland
Director of Office of Economic
Development
3403 10th Street, Suite 400
Riverside, CA 92501

Califa Group
Paula MacKinnon
Executive Director
330 Townsend St. Suite 133
San Francisco, CA 94107

6. Disputes

The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement, which is not resolved by the Parties, shall be decided by the County's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The Califa shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

7. Miscellaneous

- (a) **CONDITIONS OF USE.** County agrees to conform to the CENIC Appropriate Use Policy located at <https://cenic.org/network/policies/acceptable-use-policy> 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 County will be notified and if County believes it can no longer conform to their requirements, County shall have one hundred eighty (180) days to terminate the affected service without penalty. If County does not elect to terminate the service, County 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. Any legal action related to the performance or interpretation of this Agreement shall be filed only

in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- (e) **NON LIBRARY USES:** County understands that this agreement covers only library use of CalREN and of circuits provided hereunder and County agrees that no other uses will be made of the services provided herein.

8. 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.

9. General Provisions

- (a) **Nondiscrimination:** During the performance of this Agreement, Califa and its subcontractors shall not deny the Agreement'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, or sex. Califa shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) **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.**
- (c) **Rights and Remedies:** The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For

purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

11. Indemnification.

County 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 County its officers, agents, or employees.

Califa shall indemnify County, 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.

[Signature Provisions On The Following Page]

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

COUNTY:
COUNTY OF RIVERSIDE:
A political subdivision of the State of California

CALIFA:
CALIFA GROUP:
A California nonprofit public benefit corporation

By: Karen S. Spiegel
KAREN SPIEGEL, Chair
Board of Supervisors

By: Paula Mackinnon
PAULA MACKINNON
Executive Director

ATTEST:
KECIA HARPER
Clerk of the Board

By: Priscilla Russo
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: Ryan Yabko
Ryan Yabko
Deputy County Counsel

Appendix #1
Provision, Installation and Maintenance
Of Advanced Network (Data) Services:
Reimbursement of Circuit Costs

Exhibit A to this appendix lists the circuits contracted for by CENIC on behalf of Califa and the County for connecting CENIC's fiber optic backbone to County and for library 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 County, for the costs of circuits charged by network service providers, including any taxes and surcharges, and any one-time installation fees from CENIC. Prior to approval of CENIC's County 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 County. 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. County further understands that the exact discounted cost of circuits will not be known until after the E-rate consortium application is approved. The actual start date of the service, and therefore of circuit costs, will be dependent on coordination among CENIC, the County 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 County upon receipt of invoice to CENIC from carrier.

EXHIBIT A – PAGE 1: CENIC CIRCUIT QUOTE

CENIC

Customer: Riverside County Library System
 Budget Summary Description: Adding Riverside County Library System
 Quote Date: FY21-22

| Line Item | NRC Non-Recurring Cost | MRC Monthly Recurring Cost | ARC Annual Recurring Cost |
|--|---------------------------|-------------------------------|------------------------------|
| 1 Equipment | \$0.00 | \$0.00 | \$0.00 |
| 2 Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 3 Installation | \$0.00 | \$0.00 | \$0.00 |
| 4 Circuit | \$245,460.00 | \$24,214.46 | - |
| 5 Circuit Deployment Fee | \$105,783.00 | \$0.00 | \$0.00 |
| Total | \$351,243.00 | \$24,214.46 | \$0.00 |

| | |
|---|---------------------|
| Annual Cost | \$290,573.52 |
| Discounted Annual Cost† | \$32,837.35 |
| Total First Year Cost | \$641,816.52 |
| Discounted Total First Year Cost | \$188,112.35 |

*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, customer 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.

*NRC items are one-time costs billed upon execution of contract.

*MRC items are billed quarterly.

†E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point

†E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Califa cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change.

†E-rate Costs may take up to 18 months to activate due to USAC processing time

Version: 2.0

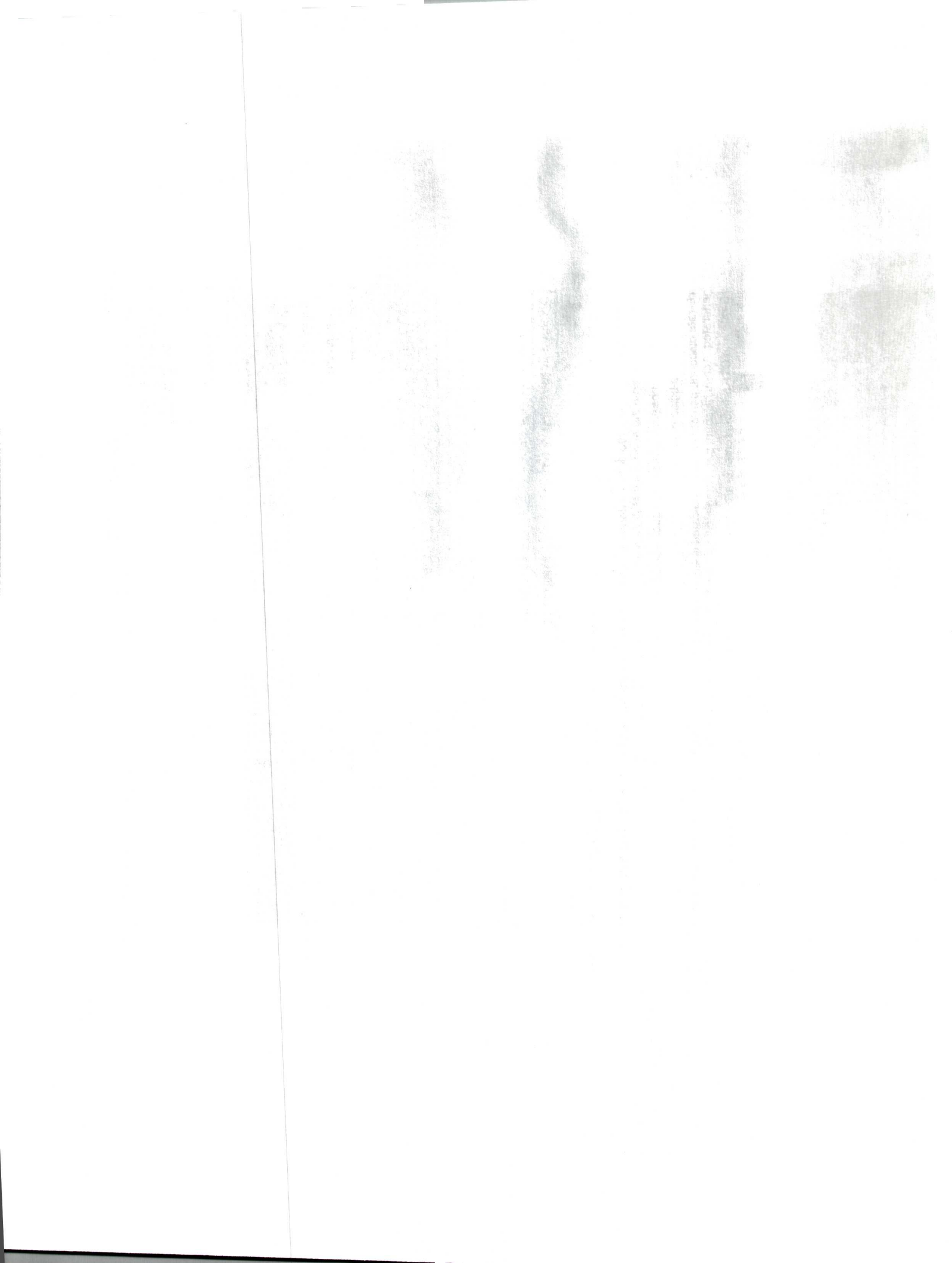


EXHIBIT A - PAGE 2: CENIC CIRCUIT QUOTE

CENIC LOC A**
 *Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.
 E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point.

| Site Name | Site Name | Service Provider | Requested Bandwidth | Requested Bandwidth | Est Contract End Date | Non Recurring Cost | MRC for 5 Year term | MRC | MRC | Discounted MRC | Discounted MRC | 80.00% | Total Discounted MRC | Total Discounted MRC | Total Discounted MRC |
|----------------------------------|----------------------------|------------------|---------------------|---------------------|-----------------------|--------------------|---------------------|----------|----------|----------------|----------------|--------|----------------------|----------------------|----------------------|
| Library Management Offices | Library Management Offices | Crown Castle | 100Gbps | 100Gbps | 7/1/2026 | \$0.00 | \$5,000.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | | \$500.00 | \$500.00 | \$500.00 |
| Arza Library | Library Management Offices | Spectrum | 40Gbps | 100Gbps | 7/1/2026 | \$460.00 | \$2,170.00 | \$0.00 | \$0.00 | \$2,170.00 | \$219.45 | | \$217.00 | \$217.00 | \$219.45 |
| Cabrera Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Calimesa Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Canon Lake Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Cathedral City Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Coachella Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Desert Hot Springs Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Eastvale Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| El Cerrito Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Glenn Avon Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Grace Millman Community Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Hightrove Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Home Gardens Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Idyllwild Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| India Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| La Quinta Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Lake Elsinore Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Lakeside Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Meed Valley Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Mesa Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Murietta Public Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Horco Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Norco Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Norview Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Palmdale Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Paloma Valley Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Perris Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Romoland Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| San Jacinto Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Sun City Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Temecula Public Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Thousand Palms - Art Samson Libr | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Valle Vista Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Widomarr Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Woodcrest Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Desert Hot Springs Library 2 | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| French Valley | Library Management Offices | Geolinks | 1Gbps | 1Gbps | 7/1/2026 | \$244,500.00 | \$600.00 | \$0.00 | \$0.00 | \$600.00 | \$48,900.00 | | \$600.00 | \$600.00 | \$600.00 |
| Lake Tamarisk | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Menifee | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |
| Robidoux Library | Library Management Offices | Spectrum | 1Gbps | 1Gbps | 7/1/2026 | \$0.00 | \$400.00 | \$0.00 | \$0.00 | \$400.00 | \$0.00 | | \$400.00 | \$400.00 | \$400.00 |