

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



ITEM: 3.17
(ID # 19617)

MEETING DATE:

Tuesday, March 07, 2023

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Novation Agreement Between the County of Riverside and Califa Group for Columbia Telecommunications Corporation to Assume the Rights and Responsibilities for the Provision, Installation, and Maintenance of Advanced Network (Data) Services for the County Free Library System from Fiscal Year 22/23 through 25/26. All Districts. [\$305,692 - Federal 80%, County Library 20%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Novation Agreement ("Agreement") between the County of Riverside and Califa Group for Columbia Telecommunications Corporation; to assume the rights and responsibilities and perform the functions of the Statewide Broadband Aggregator for the Provision, Installation, and Maintenance of Advanced Network (Data) Services from Fiscal Year 22/23 through 25/26 and authorize the Chair of the Board of Supervisors to execute said Agreement on behalf of the County.

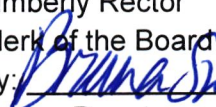
ACTION:Policy


Suzanne Holland, Director of Office of Economic Development 2/23/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 7, 2023
xc: OED

Kimberly Rector
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	\$ 76,423	\$ 76,423	\$ 305,692	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal 80%, County Library 20%			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 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.

On May 11, 2021 (Agenda Item 3-6), the Board of Supervisors approved and authorized the Riverside County Library System (RCLS) to enter into a Service Agreement with Califa Group, a California non-profit public benefit corporation ("Califa Group"), for Provision, Installation, and Maintenance of Advanced Network (Data) Services for the County Free Library System ("Service Agreement"). Califa Group was the California State Library's awarded vendor for Statewide Broadband Aggregator role for the E-Rate program, for FY21/22 - FY25/26.

The California State Library, through a procurement process, has replaced the E-Rate program aggregator from the Califa Group to Columbia Telecommunications Corporation, a Maryland corporation (CTC) as of July 1st, 2022. To allow RCLS to continue with the E-Rate program, it is necessary for RCLS to replace the previous agreement with Califa Group to the newly awarded vendor, CTC. Accordingly, the County of Riverside, on behalf of RCLS, desires to enter into a Novation Agreement ("Agreement") with the Califa Group for CTC to assume the rights and responsibilities in performing the function of the Statewide Broadband Aggregator to continue the provision, installation, and Maintenance of Advanced Network (Data) Services for the County Free Library System.

The Agreement between the parties will allow for low-cost broadband services to continue at an approximate 80-90% discounted service rate. As the State Library's awarded vendor, CTC will be responsible for all E-rate reporting to the State Library, payment to service vendors, E-rate reimbursement coordination, and communications with the 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

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

Geolinks for broadband carrier fees and applicable state taxes related to circuit development, deployment, and monthly service. All fees charged by CTC and CENIC are reimbursed by the California State Library.

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 continued upgrades and faster wireless internet services to all Riverside County library patrons.

The Service 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

Annual Agreement costs are as follows:

FY 2022/23	\$76,423
FY 2023/24	\$76,423
FY 2024/25	\$76,423
FY 2025/26	\$76,423
TOTAL	\$305,692

ATTACHMENTS:

- Novation Agreement Between County of Riverside, CTC, and Califa Group
- Executed Agreement Between the County of Riverside and Califa Group for the Provision, Installation, and Maintenance of Advance Network (Data) Services dated May 11, 2021
- California State Library Statewide Broadband Aggregator Awarded Vendor to Columbia Telecommunications Corporation Press Release – Exhibit A


Scott Bruckner 2/24/2023


Scott Bruckner 3/2/2023


Ryan Yabko 2/23/2023


Aaron Gettis, Deputy County Counsel 2/23/2023

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

NOVATION AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND CALIFA

This Novation Agreement ("Agreement") provides notice and agreement between the Parties that:

WHEREAS, Califa, acting on behalf of the California State Library, is the Statewide Broadband Aggregator for the California State Library Broadband Services Project; and

WHEREAS, Library has entered into the Original Agreement with Califa dated May 11, 2021 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 and subsequent Addenda, attached, to connect Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

WHEREAS, as of March 3, 2022 the California State Library has replaced Califa and appointed Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, a Maryland corporation ("CTC"), to assume the rights and responsibilities and perform the functions of the Statewide Broadband Aggregator on behalf of the California State Library as defined by the terms of the California Broadband Services Project program and that, upon said appointment, Califa will cease to perform those functions.

Now Therefore, the Parties execute this Agreement to novate the assumption of the duties under the Original Agreement to CTC:

The Parties acknowledge and agree that Califa, on behalf of the California State Library, have transferred and assigned its duties and responsibilities of the Statewide Broadband Aggregator to CTC pursuant to the terms of the grant program administered by the California State Library.

By signing this Amendment, Library, Califa, and CTC agree that,

1. The Original Agreement is hereby amended to replace the reference to "Califa" with a new reference to "CTC."
2. Califa is no longer a party to any agreements with Library, as related to the Project.
3. The Original Agreement remains in full force and effect as between Library and CTC from the date of this Agreement and that CTC, on behalf of the California State Library, will assume all rights and responsibilities of Califa under the Original Agreement
4. CTC will perform the functions agreed to by Califa as set forth under the Original Agreement including all addenda, appendices and subsequent amendments.
5. The Indemnification clause in the Original Agreement is amended to state:

Indemnification. Library agrees to indemnify, defend and save harmless CTC, its, officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Library in the performance of this Agreement, but only in proportion to and in 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.

CTC agrees to indemnify, defend, and save harmless Library, its trustees, officers, agents and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CTC in the performance of this Agreement, but only in proportion to and in 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 CTC, its officers, agents, or employees.

6. This Agreement serves as written notice to Library of this change in the Broadband Aggregator duties and of the continued obligation by Library to comply with the terms and conditions of the Original Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY:

COUNTY OF RIVERSIDE

A political subdivision of the State of California

BY: 

KEVIN JEFFRIES, Chair.
Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR

Clerk of the Board

BY: 

Deputy

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: 

Ryan Yabko

Deputy County Counsel

CALIFA:

CALIFA GROUP:

a California non-profit public benefit corporation

BY: _____

PAULA MACKINNON
Executive Director

CTC:

**COLUMBIA TELECOMMUNICATIONS
CORPORATION:**

a Maryland corporation

BY: _____

JOANNE S. HOVIS
President.

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CTC agrees to indemnify, defend, and save harmless Library, its trustees, officers, agents and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CTC in the performance of this Agreement, but only in proportion to and in 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 CTC, its officers, agents, or employees.

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COUNTY:

COUNTY OF RIVERSIDE

A political subdivision of the State of California

BY: 

KEVIN JEFFRIES, Chair.

Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

BY: 

Deputy

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: 

Ryan Yabko

Deputy County Counsel

CALIFA:

CALIFA GROUP:

a California non-profit public benefit corporation

BY: 

PAULA MACKINNON

Executive Director

CTC:

COLUMBIA TELECOMMUNICATIONS CORPORATION:

a Maryland corporation

BY: 

JOANNE S. HOVIS

President.

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 <u>Circuit Deployment Fee</u>	\$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		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					
LOC A**			Carrier Info				Cross Connect		E-rate Discount	ED 00%	Total Discounted MRC	Total Discounted NRC
Site Name	Site Name	Service Provider	Requested Bandwidth	Est Contract End Date	Non Recurring Cost	MRC for 5 year term	NRC	MRC	Discounted NRC	Discounted MRC	\$2,736.45	\$49,492.00
Library Management Offices	CENIC HubSite	Crown Castle	100Gbps	7/1/2026	\$0.00	\$5,000.00	\$500.00	\$350.00	\$500.00	\$850.00		
Library Management Offices	Collector	Spectrum	40Gbps	7/1/2026	\$0.00	\$2,170.00	\$0.00	\$0.00	\$0.00	\$217.00		
Anza Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$460.00	\$1,294.46	\$0.00	\$0.00	\$92.00	\$129.45		
Cabazon Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Calimesa Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Canyon Lake Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Cathedral City Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Coechella Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Desert Hot Springs Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Eastvale Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
El Cerrito Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Glen Avon Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Grace Mellman Community Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Highgrove Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Home Gardens Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Hyland Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Indio Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
La Quinta Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Lake Elmore Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Lakeside Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Mead Valley Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Mecca Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Murrieta Public Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Norco Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Riverview Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Palm Desert Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Paloma Valley Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Perris Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Romoland Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
San Jacinto Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Sun City Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Temecula Public Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Thousand Palms - Art Samson Lib	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Valle Vista Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Wildomar Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Woodcrest Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Desert Hot Springs Library 2	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
French Valley	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Lake Tamarisk	Library Management Offices	Geolinks	1Gbps	7/1/2026	\$244,500.00	\$600.00	\$0.00	\$0.00	\$48,900.00	\$60.00		
Menifee	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		
Robidoux Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00		

**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: Deputy
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 <u>Circuit Deployment Fee</u>	\$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					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					
LOC A**				Carrier Info			Cross Connect		E-rate Discount		80-90%	Total Discounted MRC	Total Discounted NRC
Site Name	Site Name	Service Provider	Requested Bandwidth	Est Contract End Date	Non Recurring Cost	MRC for 5 year term	NRC	MRC	Discounted NRC	Discounted MRC		\$2,736.45	\$49,492.00
Library Management Offices	CENIC Hubsite	Crown Castle	100Gbps	7/1/2026	\$0.00	\$5,000.00	\$500.00	\$350.00	\$500.00	\$850.00			
Library Management Offices	Collector	Spectrum	40Gbps	7/1/2026	\$0.00	\$2,170.00	\$0.00	\$0.00	\$0.00	\$217.00			
Anza Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$460.00	\$1,294.46	\$0.00	\$0.00	\$92.00	\$129.45			
Cabezon Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Calimesa Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Canyon Lake Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Cathedral City Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Cochella Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Desert Hot Springs Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Eastvale Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
El Cerrito Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Glen Avon Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Grace Melman Community Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Highgrove Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Home Gardens Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Idyllwild Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Indio Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
La Quinta Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Lake Elsinore Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Lakeside Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Mead Valley Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Mecca Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Murrieta Public Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Norco Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
NuView Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Palm Desert Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Paloma Valley Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Perris Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Romoland Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
San Jacinto Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Sun City Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Tenecula Public Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Thousand Palms - Art Samson Lib	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Valle Vista Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Widomar Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Woodcrest Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Desert Hot Springs Library 2	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
French Valley	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Lake Tamarisk	Library Management Offices	Geolinks	1Gbps	7/1/2026	\$244,500.00	\$600.00	\$0.00	\$0.00	\$48,900.00	\$60.00			
Menifee	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
Robidoux Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			



California State Library Announces New High-Speed Broadband Access Program Partner

CTC Technology & Energy Selected as State Library's Partner for Successful High-Speed Broadband Program

For Immediate Release: March 3, 2022

Contact: Alex Vassar

(916) 603-7177

press@library.ca.gov

[Sacramento, Calif.] – The California State Library announced today that CTC Technology & Energy, an experienced and recognized expert in complicated technology projects, has been selected as its partner for the [High-Speed Broadband in California State Libraries Program](#).

In this role, CTC Technology & Energy will help coordinate the library's highspeed broadband initiatives for local libraries, which has connected 950 of Californian's 1,130 local libraries to the same highspeed broadband network as the University of California, the state university system, community colleges and public schools.

"CTC's more than 30 years of experience solving challenging problems throughout the country is a tremendous benefit to the libraries of California and the communities they serve in getting the connectivity they need as quickly and as painlessly as possible," said Greg Lucas, California State Librarian.

CTC delivers independent financial, strategic, and technical, guidance to public and non-profit entities, including state and local governments, non-profit consortia, universities, and cooperative and municipal utilities including the states of Connecticut, Kansas, New Mexico, Ohio, and Texas, the One Maryland Broadband Network, the Massachusetts Broadband Institute, the U.S. Department of Homeland Security and the National League of Cities.

"CTC is excited to join the California State Library in this important work as the State continues to identify areas for improvements in broadband access for its libraries," said Heather Mills, Vice President for Grant & Funding Strategies at CTC Technology & Energy. "We look forward to being a part of this collaborative effort and continuing our strategic support of the State Library. As we enter this new phase of the program, we will continue to expound on the virtues set forth in this program."

On February Tuesday, March 29 from 11:00 am to 12:30 pm, a webinar "California State Library Broadband Program - Service Updates" will be hosted by the California State Library to review transition details and answer questions about the transition and current broadband access opportunities for the state's eligible library locations.

END RELEASE TEXT

About the State Library: Founded in 1850, the California State Library has an extensive collection of art, books, diaries, maps, newspapers, periodicals, photographs, and posters from throughout California's rich history. The State Library is also California state government's information hub and holds federal and state publications, is home to the Bernard E. Witkin State Law Library and the Braille and Talking Book Library, and serves as the lead state agency for library-related services throughout California. [State Library website](#)