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



ITEM: 3.40 (ID # 24574) MEETING DATE: Tuesday, June 25, 2024

FROM: OFFICE OF ECONOMIC DEVELOPMENT

**SUBJECT:** OFFICE OF ECONOMIC DEVELOPMENT: Ratify Approval of the Service Agreement Between the County of Riverside and Imperial County Office of Education for Provision, Installation, and Maintenance of Advanced Network (Data) Services for the County Free Library System from Fiscal Year 23/24 through 25/26. All Districts. [\$229,269 - Federal 80%, County Library 20%].

### **RECOMMENDED MOTION:** That the Board of Supervisors:

 Ratify Approval of the Service Agreement ("Agreement") between the County of Riverside and Imperial County Office of Education to perform the functions of the Statewide Broadband Aggregator for the Provision, Installation, and Maintenance of Advanced Network (Data) Services from Fiscal Year 23/24 through 25/26 and authorize the Chair of the Board of Supervisors to Execute the Agreement on behalf of the County.

**ACTION:Policy** 

Suzanne Holland, Director of Office of Economic Development 6/3/2024

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: June 25, 2024

xc: OED

Clerk of the Board By: Many C

Kimberly A. Rector

# 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	\$ 229,269	\$ 0
NET COUNTY COST	\$0	\$ 0	\$0	\$ 0
SOURCE OF FUNDS	Budget Adjus	Budget Adjustment: No		
			For Fiscal Ye	ar: 23/24 – 25/26

#### C.E.O. RECOMMENDATION:

#### 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.

Effective July 1<sup>st</sup>, 2022, the California State Library, through a procurement process, replaced the E-Rate program aggregator from the Califa Group to Columbia Telecommunications Corporation, a Maryland corporation ("CTC"). On March 7, 2023 (Agenda Item 3-17), the Board of Supervisors approved and authorized the RCLS to enter into a Novation Agreement with 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 for the E-Rate program, for FY22/23 - FY25/26.

Effective January 9<sup>th</sup>, 2024, the California State Library, through a procurement process, replaced the E-Rate program aggregator from CTC, to the Imperial County Office of Education ("ICOE"). To allow RCLS to continue with the E-Rate program, it is necessary for RCLS to replace the previous novation agreement with CTC to an agreement with the newly awarded vendor, ICOE. Accordingly, the County of Riverside, on behalf of RCLS, desires to enter into a Service Agreement ("Agreement") with ICOE to perform the function of the Statewide Broadband Aggregator for provision, installation, and Maintenance of Advanced Network (Data) Services for the County Free Library System.

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

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, ICOE 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 Geolinks for broadband carrier fees and applicable state taxes related to circuit development, deployment, and monthly service. All fees charged by ICOE 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.

# **Additional Fiscal Information**

Annual Agreement costs are as follows:

FY 2023/24	\$76,423		
FY 2024/25	\$76,423		
FY 2025/26	\$76,423		
TOTAL	\$229,269		

#### **ATTACHMENTS:**

- Service Agreement with ICOE
- California State Library Statewide Broadband Aggregator Awarded Vendor to Imperial County Office of Education Press Release – Exhibit A

Scott Bruckner 6/14/2024

Aaron Gettis, Chief of Deput County Counsel 6/12/2024

# AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE IMPERIAL COUNTY OFFICE OF EDUCATION FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES

This Agreement, hereinafter referred to as "Agreement," is entered into as of 05/29/24 and between the Imperial County Office of Education, hereinafter referred to as "ICOE", and the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "Library". ICOE 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	Imperial County Office of Education
Suzanne Holland	Luis Wong
Director of Office of Economic	<b>CEO, Network Initiatives 1398 Sperber</b>
Development	Road
3499 10 <sup>th</sup> Street,	El Centro, CA 92243
Suite 400	admin@californialibraryconnect.org
Riverside, CA 92501	
SHolland@rivco.org	

#### RECITALS

WHEREAS, ICOE is the Statewide Broadband Access Administrator for the California State Library Broadband Services Project ("Project"); and

WHEREAS, ICOE, on behalf of the California State Library, has contracted with the Corporation for Education Network Initiatives in California ("CENIC") and its subsidiaries to provide high-speed networking to libraries in California; and

WHEREAS, the Library desires to enter into an agreement with ICOE to obtain one or more data circuits to connect the Library to the CENIC high-speed broadband fiber network, CalREN, and, if specified in Appendix #1, attached, to connect the Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

**NOW, THEREFORE**, the Library and ICOE enter into this Agreement:

# 1. Purpose

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 the Library under the Project.

## 2. Services to be Provided

Parties understand that the primary communications infrastructure CENIC provides is the California Research and Education Network ("CalREN"). Services that CENIC will provide to Libraries will include the use of CalREN and contracting for and provision of data circuits supplied by network service providers.

ICOE, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in Appendix #1 attached, which may be amended from time to time by mutually signed Addenda ("Services"). ICOE assures Library that CENIC or ICOE will notify Library of installation requirements and necessary maintenance instructions. Neither CENIC nor ICOE shall be responsible for operating or maintaining software, equipment, or cabling that connects equipment or network services not provided by CENIC for the Services unless specifically agreed to in writing by CENIC.

Parties agree to provide notice to the other Party within 10 calendar days of a failure by CENIC or the network service provider to deliver Services or otherwise comply with the terms described in this Agreement, including Appendix #1 and subsequent Addenda. If noticed non-performance is not cured in a timely manner, Parties agree to meet within 10 days of said notice and discuss appropriate remedies, including but not limited to cancellation of related services or service credits as specified in the underlying agreements between CENIC and its network service provider and ICOE and CENIC.

Library is responsible for calculating and paying any early termination penalties that might apply due to the cancellation of existing connections so that it may receive Services under this Agreement.

Library is responsible for completing, signing, and submitting any required Letter of Agency, or related documentation, to confirm its participation in and eligibility for the E-rate Consortia and to authorize CENIC, as the E-rate Consortia lead, to act on its behalf as described under the Letter of Agency for the purpose of securing E-rate discounts.

Library is further responsible for completing, signing, and submitting any responsible Letter of Authorization, or related documentation, to the California Public Utilities Commission to authorize ICOE and CENIC to act on its behalf to submit an application and supporting documentation for the purpose of receiving discounts on eligible network services as part of the California Teleconnect Fund program.

If the Library is currently receiving E-rate funding for its existing services, the Library remains responsible for continuing to apply for that E-rate funding until all CENIC Services are turned up and existing E-rate supported services are canceled.

# 3. Term and Termination of this Agreement

- (a) TERM OF THIS AGREEMENT. This Agreement shall be in effect from 05/29/24 until the termination of all Services, including the circuits ordered under this Agreement (as defined in Appendix #1: CENIC Circuit Quote and any subsequent Addenda under this Agreement), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is "handed off" to Library pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to Library.
- (b) TERMINATION. Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in Library paying any applicable circuit telecommunications carrier termination charges or similar early termination charges that ICOE incurs under its agreement with CENIC resulting from early termination of the Service.
- (c) Notwithstanding the above, upon a sixty (60) days written notice prior to the second and each following June 30 after a circuit is installed, Library may cancel a circuit without penalty if it

verifies to ICOE and CENIC that funding to pay for that circuit is not available and Library agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the canceled circuit.

- (d) Library may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.
- (e) ICOE may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) days written notice to Library in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.

## 4. Payment

ICOE bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of an ICOE invoice reflecting the provision of the services for which the invoice is sent or as otherwise agreed to by the Library and ICOE. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). The Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of the invoice. The Library understands and agrees that ICOE will only make payment to CENIC for services upon receipt of related payments from the Library. If the Library fails to make payments within thirty (30) days after receipt of the invoice, it agrees to pay any reasonable late payment fees incurred by ICOE under its agreement with CENIC.

Unless otherwise agreed to between the Parties, all circuit deployment fees, if any, as set forth in Appendix #1 and subsequent Addenda, are non-cancelable and non-refundable. Upon termination of this Agreement, or any Services provided under this Agreement, any outstanding circuit deployment fees, outstanding recurring charges, non-recurring fees, applicable circuit termination charges, and applicable early termination penalties shall become due and payable immediately upon termination.

#### 5. Miscellaneous

- (a) CONDITIONS OF USE. Library agrees to conform to the CENIC Appropriate Use Policy located at <a href="https://cenic.org/network/policies/acceptable-use-policy">https://cenic.org/network/policies/acceptable-use-policy</a> (revised September 13, 2004) and to any specific conditions of use imposed by network service providers or subcontractors providing communications services to CENIC as may be in force at the time such services are made available, including pursuant to an Addendum to this Agreement. If CENIC, subcontractors, or network service provider conditions of use are modified, Library will be notified and if Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days from the notice of the modification to terminate the affected Service(s) without penalty. Library must provide a 30-day written notice of its termination under this provision to ICOE and CENIC. If Library does not elect to terminate the Service(s), Library must conform to the revised conditions of use. If Library fails to conform to the revised conditions of use, the Services may be subject to termination upon sixty (60) day notice to Library from ICOE or 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 only for the service defined in that Addendum.
- (c) FORCE MAJEURE. Neither Party shall be responsible for the performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving

third parties, acts of third-party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the reasonable control of the Parties.

- (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: Library understands that this agreement covers only library use of CalREN and of circuits provided hereunder and Library agrees that no other uses will be made of the services provided herein.
- (f) Language for Use of Electronic (Digital) 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.

# 6. Entire Agreement

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

## 7. General Provisions

- 7.1 Nondiscrimination: During the performance of this Agreement,
  - (a) ICOE 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 (over 40) or sex.
  - (b) ICOE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 7.2 Severability: It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed

- to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.
- 7.3 Rights and Remedies: The rights and remedies of the Parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 7.4 Prior Agreements: The Library agrees that any prior agreements entered between any entity that previously served as the Broadband Administrator and the Library for the purpose of participating in the CENIC E-Rate Consortium or receiving services pursuant to that program have been terminated.

#### 8. Indemnification

Library agrees to indemnify, defend and save harmless ICOE, its officers, agents, and employees from any and all claims, losses, and liabilities accruing or resulting to ICOE 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.

ICOE 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 ICOE 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 ICOE, its officers, agents, or employees.

#### 9. Insurance

- (a) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with not less than \$1,000,000 per occurrence combined single limit.
- (b) Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.
- (c) The Parties acknowledge that ICOE is permissibly self-insured under California law.
- (d) Library shall be furnished with a properly executed Certificate(s) of Insurance and Endorsements effecting coverage as required herein.
- (e) Library will be named as additional insured.
- (f) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement workers compensation coverage as required by California Law. This requirement may be met with a combination of insurance and/or self-insurance. A waiver of Subrogation will apply with respect to worker's compensation coverage.

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

County of Riverside	Imperial County Office of Education				
Signature Wolf	Luis Wong Luis Wong (May 29, 2024 11:56 PDT)  Signature				
CHUCK WASHINGTON	Luis Wong				
Name	Name				
CHAIR, BOARD OF SUPERVISORS	Chief Executive Officer - Network Initiatives				
Title	Title				
6 125 12024	05/29/24				
Date	Date				
FORM APPROVED COUNTY COUNSEL					

ATTEST: KIMBERLY A. RECTOR, Clerk

# Appendix #1

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

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

# **Items to Consider While Reviewing Quotes**

- •Pricing does NOT include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.
- •If an Out of Band line is required, Associate must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.
- Annual Recurring Costs (ARC) items are invoiced annually.
- •Non-Recurring Costs (NRC) items are one-time costs billed upon execution of contract.
- •Monthly Recurring Costs (MRC) items are billed quarterly, first billing will occurr after handoff.
- oE-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. oActual discount percentage will be identified by USAC at a later point. E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Broadband Access Administrator cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change. E-rate % noted is based on current FY estimate and CTF is a 50% discount of the remaining cost after E-rate has been applied.

oDue to the consortial nature of CENIC's E-rate application, the E-rate discount level may not be finalized until next Spring of the following year (late March or early April).

•E-rate Costs may take up to 18 months to activate due to USAC processing time. Please budget for the full undiscounted costs for the initial period.

# **EXHIBIT A - PAGE 1: CENIC CIRCUIT QUOTE**

# CENIC

Riverside County Library System

**Budget Summary Description:** 

Adding Riverside County Library System

Quote Date:

FY21-22

actio Date,		1121-22	112122				
	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

<sup>\*</sup>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

†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

<sup>\*</sup>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.

<sup>\*</sup>NRC items are one-time costs billed upon execution of contract.

<sup>\*</sup>MRC items are billed quarterly.

# EXHIBIT A – PAGE 2: CENIC CIRCUIT QUOTE

CEIAIC			*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.					ests may vary	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.				
				Carrie	ir Info		Cross Connect		E-rate Discount	80.000	Total Discounted MRC	Total Discounted NRC	
Site Name	Site Name	Service Provider	Requested Sandwidth	Est Contract End Date	Non Recurring Cost	MRC for 5 year term	NRC	MRC	Discounted NRC	Discounted MRC	\$2,736.45	\$49,492.00	
Ubrary Management Offices	CENIC Hubsite	Crown Castle	100Gbes	7/1/2026		\$5,000.00	\$500.00	\$350.00	\$500.00	\$850.00			
Lbrary Management Offices	Collector	Spectrum	40Gbps										
Anza Ubrary	Library Management Offices	Spectrum	1Gbps	7/1/2026			\$0.00	\$0.00					
Cribezon Library	Library Management Offices			7/1/2026	\$460.00	\$1,294.46	\$0.00	\$0.00	\$92.00	\$129.45			
Calimesa Library	Library Management Offices	Spectrum	16bps	7/1/2026	\$0.00	\$400.00	\$0.00	50.00	\$0.00	\$40.00			
Canyon Lake Library		Spectrum	16bps	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	540.00			
eachella Library	Library Management Offices	Spectrum	16bps	7/1/2026			\$0.00	\$0.00					
	Library Management Offices	Spectrum	1Ghps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	540.00			
Desert Hot Springs Library	Library Management Offices	Spectrum	1Gbps	7/1/2026			\$8.00	\$0.00					
mivale library	Ubrary Management Offices	Spectrum	1Gbps		-								
Cerrito Library	<b>Ubrary Management Offices</b>	Spectrum	1Gbps	7/1/2026			\$8,00	\$0.00	10000000	2000000			
lan Avon Library	Ubrary Management Offices	-		7/1/2026	\$0,00	\$400.00	\$8.00	\$0.00	50.00	\$40.00			
race Meliman Community Libra	r Library Management Offices	Spectrum	1Gbps	7/1/2026	50.00	\$400.00	\$0.00	\$0.00	\$0,00	\$40.00			
cherove Library	The second second	Spectrum	16bps	7/1/2026	\$0.00	5400.00	\$8.00	90.00	\$0.00	\$40.00			
ome Gardens Library	Ubrary Management Offices	Spectrum	16bps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	50.00	\$40,00			
Awild Ubrary	Ubrary Management Offices	Spectrum	1Ghps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40,00			
	Ubrary Management Offices	Spectrum	16bps	7/1/2026	\$0.00	5400.00	\$0.00	50.00	0.57270	121,100,000	1		
to Library	Uhrary Management Offices	Spectrum	1Gbps										
Quinta Library	Library Management Offices	Spectrum	16bps	7/1/2026 7/1/2026		\$400,00	\$0.00	\$0.00			1		
e Chinore Library	Ubrary Management Offices	Spectrum			\$0.00	\$400.00	\$0.00	\$0.00	50,00	540.00			
teside Library	Ubrary Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400,00	\$0.00	\$0.00	\$0.00	\$40,00	1		
ed Valley Library			1Gbps	7/1/2026	50.00	5400.00	\$0.00	\$0.00	\$0.00	\$40,00			
eca Library	Ubrary Management Offices	Spectrum	1Gbps	7/1/2026	50,00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00	1		
oriete Public Library	Ubrary Management Offices	Spectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
rto Library	Ubrary Management Offices	Spectrum	1Gbps	7/1/2026	50.00	\$400.00	\$0.00	50.00	50.00	\$40.00	1		
	Library Management Offices	Spectrum	1Gbps	7/1/2026	50.00	\$400.00	50.00	\$0.00	1000000	\$1500000			
new Library	Ubrary Management Offices	Spectrum	1Gbps							-			
m Desert Library	<b>Ubrary Management Offices</b>	Spectrum	1Gbps	7/1/2026 7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	(3) (3) (4)	to a destroy	1		
rna Valley Library	Ubrary Management Offices	Spectrum	1Gbos		\$0.00	\$400.00	\$0.00	\$0.00					
Library	Ubrary Management Offices			7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
oland Library	Ubrary Management Offices	Spectrum	1Gbps	7/1/2026	50.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
lecinto Library		Spectrure	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$40.00			
City Library	Library Management Offices	Spectrum	1Gbps	7/1/2026	50.00	\$400.00	\$0.00	50.00	50.00	540.00			
ecula Public Library	Ubrary Management Offices	Spectrum	1Gbps	7/1/2026	50.00	\$400.00	\$0.00	\$0.00					
	Library Management Offices	Spectrum	1Gbps	7/1/2026	50.00								
send Palms - Art Samson Libr	Ubrary Management Offices	Spectrum	1Ghps	7/1/2026	50.00	\$400.00	\$0.00	50.00	(0.7-0.5)				
Vista Library	Ubrary Management Offices	Spectrum	1,000			\$400.00	\$0.00	\$0.00	\$0.00	\$40.00	9	-	
	Library Management Offices	Spectrum	1Gbps 1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.0					
crest Library	Library Management Offices			7/1/2026	50.00	\$400.00	\$0.00	\$0.0	\$0.00	\$40.00			
	Library Management Offices	Spectrum	1Gbps	7/1/2026	50,00	\$400.00	\$0.00	\$0.0	50.0	\$40.00	0		
		pectrum	1Gbps	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.0	-			-	
	Ubrary Management Offices	Spectrum	16bps	7/1/2026	50.00	\$400.00	50.00	\$0.0					
	Library Management Offices	Geolinks	1Gbps	7/1/2026	\$244,500,001	\$600.00	\$0.00	\$0.0					
III Ubrary	Ubrary Management Offices	Spectrum	16bps				-				-	+	
	Ibrary Management Offices		and and a second	7/1/2026	\$0.00	\$400.00	\$0.00	\$0.0	\$0.0	\$40.00	ni .		

# Riverside County Library - ICOE Agreement

Final Audit Report

2024-05-29

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By:

Angela Jones (ajones@icoe.org)

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# Announcing the new Statewide Library Broadband Access Aggregator Partner

For Immediate Release: January 9, 2024 Contact: Jenna Pontious (279) 399-8990 press@library.ca.gov

[Sacramento, Calif.] – To improve collaboration with public schools and improve digital connectivity, the California State Library has selected the Imperial County Office of Education (ICOE) to serve as Broadband Access Aggregator to help connect more public libraries to high-speed network used by the state's universities, community colleges and public schools.

For over 20 years, the Imperial County Office of Education has been implementing innovative solutions to connect schools, libraries, and other public agencies, receiving both state and national recognition for its efforts. The county office's current role as program manager for K-12 high-speed connectivity provides them with unique knowledge and experience that will improve administration of the comparable program for California libraries.

"This is a great partnership that will help advance one of the Newsom Administration's key goals – expanding access to opportunity for all Californians," said Greg Lucas, California State Librarian. Imperial County Office of Education understands the essential role libraries play as community anchor institutions and how critical this infrastructure is for the communities they serve."

### ICOE Background:

Since 2004, the Imperial County Office of Education has successfully managed the California K-12 High-Speed Network, connecting more than 8,240 of California's roughly 10,000 schools to the statewide highspeed broadband network operated by the Corporation for Education Network Initiatives in California, which is known as CENIC. This is the same network that connects the University of California, California state universities, community colleges and more than 900 of the state's 1,130 local libraries.

For more than 20 years, the Imperial County Office of Education has operated as the network administrator for Imperial Valley Telecommunications Authority, connecting various city and county agencies, schools, and all of Imperial County's public libraries to their regional infrastructure, which also connects to CENIC's statewide network. This extensive experience positions them well to administer the State Library's broadband access efforts and builds upon the county office's existing statewide and regional work.

Because it plays a similar role statewide for the K-12 segment, Imperial County Office of Education is already familiar with the responsibilities of being an aggregator for a large group of disparate entities. The county office's work with K-12 schools include contract management, budgeting, invoicing, inventory, program development, data collection, reporting, outreach, and other functions that closely align with the role of the State Library's aggregator.

Imperial County's office of education also manages K-12's annual legislative appropriations, acts as a fiscal agent, participates in project planning, and is deeply involved in program development, working hand-in-hand with CENIC, K-12 stakeholders, the California Department of Education, the Legislature, and the Department of Finance.

## **Broadband Program Background:**

As a Charter Associate of CENIC, the California State Library offers all public libraries in California the opportunity to connect to CENIC's high-speed network and obtain fast, reliable, low-cost broadband access to their communities via one of the world's premier educational broadband networks.

To better accomplish this, partners with an aggregator which works with California public libraries connected, or seeking to connect, to the CENICnetwork, and when necessary, provides consulting, project planning, implementation, and evaluation services.

Questions can be directed to broadband@library.ca.gov.

### # END RELEASE TEXT #

**About the State Library:** Established in 1850, the California State Library is the central reference and research library for state government and the legislature. The library collection includes more than 4 million titles, 6,000 maps and 250,000 photographs, and includes an extensive collection of documents from and about the state's rich history.

In addition to acting as a steward of California's history, the State Library supports programs and initiatives in California's local libraries through partnerships and services. The Library has partnered with California State Parks to offer free Parks Passes in public libraries for checkout and with the Dolly Parton Imagination Library to bring every California child under the age of 5 books. The Library supports a variety of workforce development and upskilling resources for all Californians through CAreer pathways in their local public libraries, and building a statewide eBook library with diverse titles in 20+ languages.