

COUNTY OF HUMBOLDT STANDARD AGREEMENT TERMS & CONDITIONS

This standard agreement terms and conditions ("Agreement") between the County of Humboldt ("COUNTY") and Imperial County Office of Education ("CONTRACTOR") for provision, installation, and maintenance of advanced network (data) services for a period of five (5) years from **July 1, 2025** to **June 30, 2030**.

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

WHEREAS, Humboldt County Library has entered into the Original Agreement with Califa dated July 1, 2020, to obtain one or more data circuits to connect Library to the CENIC high-speed broadband fiber network, CalREN, and, if specified in APPENXIX 1 and subsequent Addenda, attached, to connect Humboldt County Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN. The Humboldt County Library and Califa entered into amendments to the Original Agreement on April 9, 2021; and

WHEREAS, as of March 3, 2022, the California State Library appointed Columbia Telecommunications 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; and

WHEREAS, Humboldt County Library has entered into a Novation Agreement with CTC dated May 4, 2022; and

WHEREAS, CTC provided notice of its intention to terminate its appointment and end its responsibilities under the agreement as Statewide Broadband Aggregator on behalf of the California State Library, effective as of December 31, 2023; and

WHEREAS, as of January 1, 2024, the California State Library has appointed ICOE 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, CTC has ceased to perform those functions.

WHEREAS, The Parties execute this Agreement to novate the assumption of the duties under the Original Agreement to ICOE: The Parties acknowledge and agree that the California State Library has transferred and assigned the duties and responsibilities of the Statewide Broadband Aggregator to ICOE pursuant to the terms of the grant program administered by the California State Library; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the sales services required by COUNTY.

NOW THEREFORE, the parties mutually agree as follows:

1. **SUBJECT OF AGREEMENT:** CONTRACTOR shall provide goods and/or services to COUNTY as set forth in Exhibit A– Monthly Recurring Charges California Technology Fund
2. **TERM:** This Agreement shall be in effect from July 1, 2025, 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 COUNTY pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to COUNTY.
3. **TERMINATION:**
 - A. **Termination for Cause.** COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately provide the goods and/or services required hereunder, fails to comply with the terms or conditions set forth herein or violates any local, state or federal law, regulation or standard applicable to its performance herein.
 - B. **Termination without Cause.** COUNTY may terminate this Agreement without cause upon sixty day (60) written notice which states the effective date of the termination.
 - C. **Termination due to Insufficient Funding.** COUNTY’s obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
 - D. **Compensation upon Termination.** In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated goods and/or services provided pursuant to the terms and conditions set forth herein through, and including, the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.
3. **COMPENSATION and PAYMENT:**
 - A. The maximum amount payable for all goods and/or services provided pursuant to this

Agreement is \$134,235.08 annually over the next five years. CONTRACTOR agrees to provide all remaining goods and/or services required under this Agreement for an amount not to exceed such maximum dollar amount. The specific rates and costs applicable to this Agreement are set forth in APPENDIX 1: EXHIBIT B – Monthly Recurring Charges California Technology Fund, which is attached hereto and incorporated herein by reference.

- B. CONTRACTOR shall submit to COUNTY invoices itemizing all goods and/or services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Payment for approved charges shall be made within thirty (30) days after receipt of approved invoices.

4. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested to the respective addresses set forth on the Signature Page of this Agreement. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

5. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

6. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or

federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

7. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

8. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONTRACTOR hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such

developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

9. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment.** In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws.** CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

10. NUCLEAR-FREE CLAUSE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

11. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification.

CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, Contractor's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

12. INSURANCE:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Humboldt County Risk Manager.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement and any extensions thereof, the following policies of insurance placed with insurers authorized to do business in the State of against injury/death to persons or damage to property which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors.

ICOE, like most California public entities, is permissibly self-insured and may meet this requirement through a combination of insurance and/or self-insurance.

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage.
3. Workers Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY and its agents, officers, officials, employees.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified

herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to "XCU Hazards."
 - c. Does not contain a pro-rata, excess only and/or escape clause.
 - d. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY.
- C. **Insurance Notices.** Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

13. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or worker's compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General legal Requirements.** CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the goods and/or services provided pursuant to the terms and conditions of this Agreement.
- B. Accessibility Requirements.** CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in Section 1194.1 of Title 36 of the Code of Federal Regulations, all as may be amended from time to time.
- C. Conflict of Interest Requirements.** CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- D. Licensure Requirements.** CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to the goods and/or services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable provisions of Sections 7000, *et seq.* of the California Business and Professions Code. CONTRACTOR hereby warrants that it has obtained, and shall maintain throughout the term of this Agreement, any and all local, state and/or federal permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement.

15. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the

parties agree to amend the pertinent section to make such insertion or correction.

16. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

17. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

18. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

20. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

21. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

22. AMENDMENTS:

This Agreement may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, any term of this Agreement shall be valid unless made in writing and signed by an authorized representative of each party.

23. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. PUBLIC RECORDS:

It is understood that any and all information, documents and materials concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY and are subject to disclosure under the California Public Records Act, California Government Code Sections 6250, *et seq.*

25. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 and 395.

26. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY prior to subcontracting any portion of the goods and/or services to be provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all goods and/or services provided by third parties under subcontracts, whether approved by COUNTY or not.

27. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

28. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(D) – Compensation upon Termination, Section 8 – Confidential Information and Section 11 – Indemnification shall survive the expiration or termination of this Agreement.

29. CONFLICTING TERMS AND CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority. CONTRACTOR understands and agrees that all CONTRACTOR service agreements are subordinate to this Agreement and that all CONTRACTOR service agreements shall be deemed to incorporate all the terms and conditions of this Agreement. CONTRACTOR service agreements shall not be construed as amendments to this Agreement or as authority for CONTRACTOR to increase the price of any product or service or to modify any term or condition of this Agreement.

30. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

31. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

32. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

33. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

34. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

35. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

****Corporations require two signatures of the officers in the roles name below the Title lines.**

CONTRACTOR:

By: _____ Date: _____

Name: _____ Title: _____
CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT

By: _____ Date: _____

Name: _____ Title: _____
SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Humboldt County Purchasing Agent

APPROVED AS TO FORM: RISK MANAGER (PRE-APPROVED FORM) 1-6-2021

ADDRESSES FOR NOTICES:

**CONTRACTOR: Imperial County Office of Education
California State Libraries Network
1398 Sperber Road
El Centro, CA 92243-9621**

COUNTY: Humboldt County Administrative Office – Purchasing Division
825 Fifth Street, Room 112
Eureka, California 95501

APPENDIX 1

EXHIBIT A: Scope of Work

Exhibit A: Scope of Work

1. Role of the Imperial County Office of Education (ICOE)

ICOE acts solely in an administrative capacity as the Statewide Broadband Access Administrator for the California State Library Broadband Services Project. ICOE's responsibilities are limited to:

- Executing agreements with participating libraries on behalf of the California State Library.
- Serving as the primary point of contact between libraries and the Corporation for Education Network Initiatives in California (CENIC).
- Performing pass-through billing, invoicing libraries for actual circuit and equipment costs, and remitting payments to CENIC once library payments are received.
- Ensuring all applicable federal and state subsidies (E-rate and California Teleconnect Fund) are credited back to participating libraries.

ICOE does not design, engineer, or operate any portion of the broadband network and collects no administrative fees beyond actual circuit costs.

2. Role of the Corporation for Education Network Initiatives in California (CENIC)

CENIC manages the California Research and Education Network (CalREN) statewide backbone. CENIC contracts with commercial internet service providers to procure circuits that connect libraries to CalREN. CENIC procures and manages the main library connections to the CalREN hub site. CENIC procures but does not manage library branch connections. CENIC also administers applications for E-rate (federal) and CTF (state) subsidies on behalf of participating libraries.

3. Role of Participating Libraries

Libraries bear responsibility for:

- Managing all equipment at their local sites necessary to connect to the circuits.
- Managing any internal branch connections between branch facilities and the main library site.
- Paying the full cost of circuits on a pass-through basis as invoiced by ICOE.
- Submitting required Letters of Agency/Authorization to participate in E-rate and CTF programs.

Libraries incur no administrative costs for participating in this program. All charges reflect the actual cost of circuits and associated equipment only.

4. Billing and Payment

Libraries are billed by ICOE on a quarterly, in arrears basis. Invoices reflect:

- Circuit costs.

- Equipment costs, if applicable.
- Carrier taxes, surcharges, and fees at actual cost.

E-rate and CTF subsidies are applied as follows:

- E-rate rebates: Libraries must pay the full cost upfront. Rebates, which can take up to 18 months, are credited back via invoice credits or lump-sum reimbursements.
- CTF discounts: Typically applied in real time as monthly credits against invoices.

Neither ICOE nor CENIC retains any portion of the payments beyond actual costs charged by carriers.

5. Limitations

- Operation or maintenance of library-owned software, cabling, or equipment not provided by CENIC.
- Early termination penalties incurred if a library cancels an existing circuit to transition to this program.

Services under this agreement are limited to library broadband connectivity and may not be used for unrelated purposes.

Libraries are billed by ICOE on a quarterly, in arrears basis. Invoices reflect:

- Circuit costs.
- Equipment costs, if applicable.
- Carrier taxes, surcharges, and fees at actual cost.

E-rate and CTF subsidies are applied as follows:

- E-rate rebates: Libraries must pay the full cost upfront. Rebates, which can take up to 18 months, are credited back via invoice credits or lump-sum reimbursements.
- CTF discounts: Typically applied in real time as monthly credits against invoices.

Neither ICOE nor CENIC retains any portion of the payments beyond actual costs charged by carriers.

APPENDIX 1:
EXHIBIT B
Provision, Installation and Maintenance of Advanced Network (Data) Services:
Reimbursement of Circuit Costs

This Exhibit lists the circuits contracted for by CENIC on behalf of Imperial Office of Education (ICOE) and the Humboldt County Library (HCL) for connecting CENIC's fiber optic backbone to Humboldt County Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries.

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 below, 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. HCL understands that CENIC will bill ICOE, and ICOE will bill HCL, for actual costs of circuits charged by network service providers, including taxes and surcharges and without markup. Prior to approval of CENIC's Library consortium E-rate application by the FCC's E-rate contractor, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate reimbursement, and such reimbursements will be passed from CENIC to ICOE and from ICOE to HCL. Such reimbursements 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, reimbursements 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 application is approved. The actual start date of the service, and therefore of circuit costs, will be dependent on coordination among CENIC, the Library and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to Library upon receipt of invoice to CENIC from carrier.

Libraries Budget Estimation

Print Date:	3/28/2025
Library System:	N/A
Library Jurisdiction:	Humboldt County Library
Library Name:	Humboldt County Library - Garberville
Fiscal Year:	FY 25-26
Estimated E-rate Subsidy:	80%
Estimated Taxes and Surcharges:	12%
Reimbursement Type:	Check



* Subsidy eligible costs (Subsidy amounts are estimates and calculated according to current rates determined by USAC) ^ Subsidies are received in arrears and library may not see a credit or reimbursement for 12-18 months ~ICOE recommends allowing for 12% tax on the non-discounted MRC ^^ICOE recommends encumbering the gross cost for the first year.

System	Jurisdiction	A Loc Site Name	Zloc Name	Action Type	Bid MRC	Bid NRC	Requested Bandwidth	Provider	POTS NRC	POTS MRC	Cross Connect NRC	Cross Connect MRC	Equipment NRC	Facilities NRC	Circuit Deployment Fee	Equipment Maint ARC
	Humboldt County Library	Humboldt County Library - Garberville	Humboldt County Library	New Add to Collector	\$ 376.89	\$ -	500 Mbps	AT&T								
	Humboldt County Library	Humboldt County Library	CalRen Connection	Existing	\$ 801.90		1 Gbps	AT&T		\$ 60.00						\$ 2,000.00
	Humboldt County Library	Humboldt County Library - Hoopa Library	Humboldt County Library	Existing	\$ 1,110.00		100 Mbps	Hunter Fiber								
	Humboldt County Library	Humboldt County Library - Willow Creek	Humboldt County Library	Existing	\$ 1,110.00		100 Mbps	Hunter Fiber								
	Humboldt County Library	Humboldt County Library	Collector	Existing	\$ 838.41		10 Gbps	AT&T								
	Humboldt County Library	Humboldt County Library - Arcata	Humboldt County Library	Existing	\$ 376.89		500 Mbps	AT&T								
	Humboldt County Library	Humboldt County Library - Blue Lake Library	Humboldt County Library	Existing	\$ 296.36		100 Mbps	AT&T								
	Humboldt County Library	Humboldt County Library - Ferndale Branch Library	Humboldt County Library	Existing	\$ 3,538.00		1 Gbps	Frontier								
	Humboldt County Library	Humboldt County Library - Fortuna	Humboldt County Library	Existing	\$ 376.89		500 Mbps	AT&T								
	Humboldt County Library	Humboldt County Library - Mckinleyville	Humboldt County Library	Existing	\$ 296.36		100 Mbps	AT&T								
	Humboldt County Library	Humboldt County Library - Rio Dell	Humboldt County Library	Existing	\$ 296.36		100 Mbps	AT&T								
	Humboldt County Library	Humboldt County Library - Trinidad	Humboldt County Library	Existing	\$ 360.86		250 Mbps	AT&T								

Libraries Budget Estimation

Print Date:	3/28/2025
Library System:	N/A
Library Jurisdiction:	Humboldt County Library
Library Name:	Humboldt County Library - Garberville
Fiscal Year:	FY 25-26
Estimated E-rate Subsidy:	80%
Estimated Taxes and Surcharges:	12%
Reimbursement Type:	Check



* Subsidy eligible costs (Subsidy amounts are estimates and calculated according to current rates determined by USAC) ^ Subsidies are received in arrears and library may not see a credit or reimbursement for 12-18 months ~ICOE recommends allowing for 12% tax on the non-discounted MRC ^^ICOE recommends encumbering the gross cost for the first year.

Summary of Costs No Taxes

Description	NRC - Non-Recurring Costs (A)		ARC - Annual Recurring Costs (B)		MRC - Monthly Recurring Costs (C)		Adjustment Grant	Gross Annual MRC (Cx12)	Estimated Annual E-Rate Discount	Estimated Annual CTF (50% of cost after E-Rate discount) ^	Estimated Library Annual Cost for MRC after Discounts ^
CSL Grant Equipment		\$		-							
Equipment and Annual Maintenance	\$	-	\$	2,000.00							
Facilities (NRC)	\$	-	\$	-							
Other		\$		-	\$	-		\$ -	\$ -	\$ -	\$ -
Cross Connects	\$	-	\$	-	\$	-		\$ -			
Circuit Deployment Fee	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Circuit(s) - A location *	\$	-	\$	-	\$	9,778.92		\$ 117,347.04	\$ 93,877.63	\$ 11,734.70	\$ 11,734.70
Circuit(s) - Z location (Collector) *			\$	-				\$ -	\$ -	\$ -	\$ -
OOB Phone Line	\$	-	\$	-	\$	60.00		\$ 720.00	\$ -	\$ -	\$ 720.00
Subtotals	\$	-	\$	2,000.00	\$	9,838.92	\$ -	\$ 118,067.04	\$ 93,877.63	\$ 11,734.70	\$ 12,454.70

						Grant (Equipment and Annual Maint Cost)	Total Estimated Cost Annually			Fiscal Year				
							Estimated CTF Subsidy MRC^	Total Estimated Subsidy^	After Discounts^					
Yearly Breakdown No Taxes	Total Cost - No subsidy (Gross) ^^		Estimate E-rate Subsidy NRC^		Estimated Erate Subsidy MRC^									
Year 1 Costs (A+B+(C+x12)	\$	120,067.04	\$	-	\$	93,877.63	\$	11,734.70	\$	105,612.34	\$	14,454.70	FY 25-26	
Year 2 Costs (B+((C+D)x12))	\$	120,067.04			\$	93,877.63	\$	11,734.70	\$	105,612.34	\$	14,454.70	FY 26-27	
Year 3 Costs ((Bx12)+C)	\$	120,067.04			\$	93,877.63	\$	11,734.70	\$	105,612.34	\$	14,454.70	FY 27-28	
Year 4 Costs ((Bx12)+C)	\$	120,067.04			\$	93,877.63	\$	11,734.70	\$	105,612.34	\$	14,454.70	FY 28-29	
Year 5 Costs ((Bx12)+C)	\$	120,067.04			\$	93,877.63	\$	11,734.70	\$	105,612.34	\$	14,454.70	FY 29-30	
5-Year Totals	\$	600,335.20	\$	-	\$	469,388.16	\$	-	\$	58,673.52	\$	528,061.68	\$	72,273.52

Libraries Budget Estimation

Print Date:	3/28/2025
Library System:	N/A
Library Jurisdiction:	Humboldt County Library
Library Name:	Humboldt County Library - Garberville
Fiscal Year:	FY 25-26
Estimated E-rate Subsidy:	80%
Estimated Taxes and Surcharges:	12%
Reimbursement Type:	Check



* Subsidy eligible costs (Subsidy amounts are estimates and calculated according to current rates determined by USAC) ^ Subsidies are received in arrears and library may not see a credit or reimbursement for 12-18 months ~ICOE recommends allowing for 12% tax on the non-discounted MRC ^^ICOE recommends encumbering the gross cost for the first year.

Summary of Costs with Taxes

Description	NRC - Non-Recurring Costs (A)		ARC - Annual Recurring Costs (B)		MRC - Monthly Recurring Costs (C)		Adjustment Grant	Estimated Monthly Taxes (D)	Gross Annual MRC with Tax (C+Dx12)	Estimated Annual E-Rate Discount	Estimated Annual CTF (50% of cost after E-Rate discount) ^	Estimated Library Annual Cost for MRC after Discounts ^
CSL Grant Equipment	\$	-	\$	-								
Equipment Maintenance (NRC)	\$	-	\$	2,000.00								
Facilities (NRC)	\$	-	\$	-								
Other	\$	-	\$	-	\$	-		\$ -	\$ -	\$ -	\$ -	\$ -
Cross Connects	\$	-	\$	-	\$	-		\$ -	\$ -	\$ -	\$ -	\$ -
Circuit Deployment Fee (CDF)	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Circuit(s) - A location *	\$	-	\$	-	\$	9,778.92		\$ 1,173.47	\$ 131,428.68	\$ 105,142.95	\$ 11,734.70	\$ 14,551.03
Circuit(s) - Z location (Collector) *	\$	-	\$	-	\$	-		\$ -	\$ -	\$ -	\$ -	\$ -
OOB Phone Line	\$	-	\$	-	\$	60.00		\$ 7.20	\$ 806.40	\$ -	\$ -	\$ 806.40
Subtotals	\$	-	\$	2,000.00	\$	9,838.92	\$ -	\$ 1,180.67	\$ 132,235.08	\$ 105,142.95	\$ 11,734.70	\$ 15,357.43

									Total Estimated Cost Annually After				
							Grant (Equipment and Annual Maint Cost)	Estimated CTF Subsidy^	Total Estimated Subsidy^	Discounts^			
Yearly Breakdown with Taxes	Total Cost - No subsidy (Gross) ^^		Estimate E-rate Subsidy NRC^		Estimated Erate Subsidy MRC^							Fiscal Year	
Year 1 Costs (A+B+(C+D)x12))	\$	134,235.08	\$	-	\$	105,142.95	\$	-	\$	11,734.70	\$	17,357.43	FY 25-26
Year 2 Costs (B+((C+D)x12))	\$	134,235.08			\$	105,142.95			\$	11,734.70	\$	17,357.43	FY 26-27
Year 3 Costs ((Bx12)+C)	\$	134,235.08			\$	105,142.95			\$	11,734.70	\$	17,357.43	FY 27-28
Year 4 Costs ((Bx12)+C)	\$	134,235.08			\$	105,142.95			\$	11,734.70	\$	17,357.43	FY 28-29
Year 5 Costs ((Bx12)+C)	\$	134,235.08			\$	105,142.95			\$	11,734.70	\$	17,357.43	FY 29-30
5-Year Totals	\$	671,175.42	\$	-	\$	525,714.74	\$	-	\$	58,673.52	\$	86,787.16	