

**33801**

**AGREEMENT BETWEEN LONG BEACH PUBLIC LIBRARY AND  
CALIFA  
FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF  
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as "Agreement", is entered into as of March, 24, 2015, by and between Califa Group, a California public benefit corporation, hereinafter referred to as "Califa" and the Long Beach Public Library hereinafter referred to as "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.

Long Beach Public Library  
Glenda Williams  
Director of Library Services  
101 Pacific Ave  
Long Beach, CA 90822

Califa  
Susan H. Hildreth  
Executive Director  
32 West 25<sup>th</sup> Avenue, Suite 201  
San Mateo, CA 94403

**WITNESS THAT**

**WHEREAS**, Califa, on behalf of the California State Library, has contracted with CENIC to provide high speed networking to libraries in California; and

**WHEREAS**, Library desires to contract with Califa 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, attached, to connect libraries to other sites as identified in said appendix for the purpose of connecting to CalREN.

**NOW THEREFORE**, Library and Califa enter into this Agreement:

**1. Relationship between the Parties**

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 Library.

**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 Library, 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 Library 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.

### **3. Term and Termination of this Agreement**

- (a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from July 1, 2015 through June 30, 2018 Library may renew contract for 2 additional one year periods upon at least 60 days notice to Califa prior to termination of the then current term. Library understands that failure to notify Califa of renewal by the deadline will result in circuit termination, in which case there is no guarantee that circuit may be reinstalled at the same costs as included in Appendix I.
- (b) **TERMINATION.** Termination prior to the end date stated above shall result in Library having to pay any termination charges of \$5K.

### **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 Library and Califa. Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice.

### **5. Miscellaneous**

- (a) **CONDITIONS OF USE.** Library agrees to conform to the CENIC Appropriate Use Policy located at <http://www.cenic.org/p=2081/> 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 and Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days to terminate the affected service without penalty. If Library does not elect to terminate the service, Library 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.

### **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 shall be binding unless in writing and signed by authorized representatives of both parties.

## **7. General Provisions**

### **7.1 Nondiscrimination:**

- (a) During the performance of this Contract, Califa and its subcontractors shall not deny the Contract'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. Califa shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- 7.2** 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 Library provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 8. Indemnification.** Library 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 Library its officers, agents, or employees.

Califa shall indemnify Library, 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.

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

**For Library**

 Assistant City Manager

Signature

Patrick H. West  
Name

City Manager  
Title

3-25-15  
Date

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

**For Califa**



Signature

Susan H. Hildreth  
Name

Executive Director  
Title

3/19/15  
Date

APPROVED AS TO FORM

3-25, 2015  
CHARLES PARKIN, City Attorney

By   
AMY R. WEBBER  
DEPUTY CITY ATTORNEY

**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 Califa and the Library for connecting CENIC's fiber optic backbone to Library and for 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 Library, 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 credits and such credits will be passed from CENIC to Califa and from Califa to the Library. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate consortium application is approved. Therefore, a range of circuit costs is shown below, with the understanding that the actual discounted costs will fall within the range and until the actual discounted costs are realized, the Library is liable for the highest cost shown. 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.

The circuit being provided by the network service provider is a switched "cloud" circuit, with two billed elements, or links.

**1 Gbps to CalREN, 1Gbps to branches**

<b>Summary Totals for Long Beach Public Library</b>	Pre Discount Costs (not including Taxes & Surcharges)		Estimated Net Costs, after discounts applied (not including Taxes & Surcharges)	
	NRC	Monthly	NRC	Monthly
	\$	\$	\$	\$
	8,000.00	17,350.00	1,600.00	1,735.00

**1 Gbps AT&T ASE Circuit to CalREN**

Itemized CalREN Connectivity	Pre Discount Costs		Estimated Net Costs, after discounts applied	
	NRC	Monthly	NRC	Monthly
<b>Connection to CalREN Hub at Equinix Los Angeles</b>				
Link 1: AT&T ASE 1G ckt to Long Beach Public Library	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Link 2: AT&T ASE 1G ckt to CalREN Hub	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Taxes & Surcharges on links	<i>Varies</i>			

**1G circuits to branches (7 Verizon, 3 AT&T)**

Itemized	Pre Discount Costs		Estimated Net Costs, after discounts applied	
	NRC	Monthly	NRC	Monthly
<b>Circuits to Long Beach Public Library</b>				
Link A: Collector ckt(s) at Main only for the AT&T branch ckts (1G AT&T ASE or 3x1G AT&T ASE)	\$ 3,000.00	\$ 2,175.00	\$ 600.00	\$ 217.50
Link B: to Bayshore (100M Verizon or 1G Verizon)	\$ -	\$ 1,650.00	\$ -	\$ 165.00
Link C: to Dana (100M Verizon or 1G Verizon)	\$ -	\$ 1,650.00	\$ -	\$ 165.00
Link D: to Los Altos (100M Verizon or 1G Verizon)	\$ -	\$ 1,650.00	\$ -	\$ 165.00
Link E: to Alamitos (100M Verizon or 1G Verizon)	\$ -	\$ 1,650.00	\$ -	\$ 165.00
Link F: to Brewitt (100M Verizon or 1G Verizon)	\$ -	\$ 1,650.00	\$ -	\$ 165.00
Link G: to North Branch (100M Verizon or 1G Verizon)	\$ -	\$ 1,650.00	\$ -	\$ 165.00
Link H: to El Dorado (100M Verizon or 1G Verizon)	\$ -	\$ 1,650.00	\$ -	\$ 165.00
Link I: to Ruth Bach (100M AT&T ASE or 1G AT&T ASE)	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Link J: to Burnett (100M AT&T ASE or 1G AT&T ASE)	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Link K: to Bret Harte (100M Verizon or 1G AT&T ASE)	\$ 1,000.00	\$ 725.00	\$ 200.00	\$ 72.50
Taxes & Surcharges on links	<i>Varies</i>			