

AMENDMENT 4 TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA AND CALIFA FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES, dated March 3, 2015

This amendment is entered into as of April 9, 2019:

1. Appendix #1 of the agreement, as amended by amendment 3, is hereby replaced with the attached Appendix #1, effective July 1, 2019. The purpose of the attached Appendix #1 is to reflect the addition of a new circuit for the Museum of Ventura County Research Library.
2. Section 3(a) is hereby replaced with the following: TERM OF THIS AGREEMENT. This Agreement shall be in effect from March 3, 2015, through June 30, 2016. This Agreement will automatically renew for up to eight additional one year periods unless one party notifies the other at least 60 days in advance of June 30, 2016, and each June 30 thereafter.
3. The last sentence of section 4 of The Agreement is hereby replaced with the following sentence: The contract not to exceed amount for FY 2019-2020 and future years shall be \$230,000.

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



Signature

Steve Bennett

Chair of the  
County of Ventura Board of Supervisors

4/9/19  
Date



Signature

Paula MacKinnon

Executive Director  
Califa Group

3.28.19  
Date

ATTEST: MICHAEL POWERS  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: Michael Powers  
Deputy Clerk of the Board



**Appendix #1, effective July 1, 2019, for  
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.

<b>Ventura County Library</b>					
<b>5 year term</b>					
		<b>1G to CalREN, 10G Collector, 1G to branches</b>			
<b>Summary Totals</b>		Pre Discount Costs (not including Taxes & Surcharges)		Estimated Net Costs, after discounts applied (not including Taxes & Surcharges)	
		NRC*	Monthly	NRC*	Monthly
		\$ -	\$ 16,775.70	\$ -	\$ 3,281.97
Note 1: Circuits from the Branch Libraries are to go to Ventura County Library		<b>1G to CalREN</b>			
<b>Connection to HUB</b>	Disc %	Pre Discount Costs		Estimated Net Costs, after discounts applied	
E-rate Discount for Ventura County Library**:	0.6				
CTF Discount***:	0.5				
<b>Connection to CalREN Hub at Ventura County Library</b>		NRC*	Monthly	NRC*	Monthly
Link 1: 1G to CalREN Hub		\$ -	\$ 1450.00	\$ -	\$ 290.00
Taxes & Surcharges on links		<i>Varies</i>			

Library Equipment		Ventura County Library is responsible to provide a router with at least one LAN interface. This router should support BGP and NAT. An upgraded Firewall appliance may also be needed to support the data streams.			
		<b>10G Collector, 1G circuits to branches</b>			
<b>Itemized - Main to Branches</b>		Pre Discount Costs		Estimated Net Costs, after discounts applied	
<b>Circuits to Ventura County Library</b>		NRC*	Monthly	NRC*	Monthly
Link2: Avenue Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link3: Ojai Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link4: Soliz (El Rio) Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link5: Fillmore Branch Library to Ventura County Library	1G	\$ -	\$ 1,450.00	\$ -	\$ 290.00
Link6: E.P. Foster Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link7: Meiners Oaks Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link8: Oak Park Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link9: Oak View Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link10: Piru Branch Library to Ventura County Library	1G	\$ -	\$ 1,450.00	\$ -	\$ 290.00
Link11: Port Hueneme Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link12: Saticoy Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link13: Ventura County Government Center Library to Ventura County Library	1G	\$ -	\$ 616.00	\$ -	\$ 123.20
Link14: Collector Circuit Branch Library to Ventura County Library	10G	\$ -	\$ 3,841.00	\$ -	\$ 768.20
Link15: Hill Road Branch Library to Ventura County Library	1G	\$ -	\$ 712.00	\$ -	\$ 142.40

Link 16: Museum of Ventura County Research Library	1G	\$ -	\$ 731.70	\$ -	\$ 73.17
Taxes & Surcharges on links		<i>Varies</i>			
Library Equipment		Main Library will need a router or switch with at least one LAN interface. This router should support BGP and NAT. An upgraded Firewall appliance may be necessary. Each branch will also need a router or switch with at least one LAN interface.			

Note 2: These numbers do not include early termination fees that might be required from current provider(s), nor equipment the Library may need to purchase to support these circuits, nor Taxes & Surcharges on the circuits.

**Definitions**  
**\*NRC - Non-Recurring Charges**  
**\*\*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.  
**\*\*\*CTF discount:** percent discount of amount after E rate discount is applied. CTF discount is always 50%.  
**Note 3:** E-rate and CTF discounts 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.



**BOARD MINUTES  
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA**

**SUPERVISORS STEVE BENNETT, LINDA PARKS,  
KELLY LONG, PETER C. FOY AND JOHN C. ZARAGOZA  
May 23, 2017 at 8:30 a.m.**

**CONSENT – VENTURA COUNTY LIBRARY – Approval of the Third Amendment to the Agreement for Advanced Network (Data) Services Providing an Additional Circuit to Hill Road Library Changing the Provision of Circuits at the Fillmore and Piru Libraries with Califa Group and Increasing the Annual Not to Exceed Contract Amount from \$208,000 to \$220,000, Effective Fiscal Year 2017-18 and Future Years.**

- (X) All Board members are present, except Supervisor Foy is absent.
  
- (X) The following document is submitted to the Board for consideration:  
(X) Revised Exhibit 1
  
- (X) Upon motion of Supervisor Bennett, seconded by Supervisor Zaragoza, and duly carried, the Board hereby approves the recommendations as stated in the respective Board letters for Consent Items 11, 13-15, 17, 19-24, and 26-33.

I hereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office.

Dated: **MICHAEL POWERS**  
Clerk of the Board of Supervisors  
County of Ventura, State of California

4/1/17

By: *Don' Guins*  
Deputy Clerk of the Board

By: *Brian Palmer*  
Brian Palmer  
Chief Deputy Clerk of the Board



AMENDMENT 3 TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA AND CALIFA FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES, dated March 3, 2015


This amendment is entered into as of May 23, 2017:

1. Appendix #1 of the agreement, as amended by amendment 2, is hereby replaced with the attached Appendix #1, effective July 1, 2017. The purposes of the attached Appendix #1 are to reflect the addition of a new circuit for the Hill Road branch at a pre discount annual cost of \$8,544 (plus additional variable taxes and surcharges) and to reflect a change in the provision of circuits for the Fillmore and Piru branches. The Fillmore and Piru branches previously had a monthly cost of \$725 plus used a "Collector Circuit" at \$725 per month for a total pre discount charge of \$1,450 per month. Under the attached Appendix #1, the two circuits per branch will be replaced with one circuit per branch at the Fillmore and Piru branches at a pre discount charge of \$1450 per month each, for no change in total cost.
2. The last sentence of section 4 of the agreement is hereby replaced with the following sentence: The contract not to exceed amount for fiscal year (FY) 2016-17 shall be \$208,000, and the contract not to exceed amount for FY 2017-18 and future years shall be \$220,000.

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

  
\_\_\_\_\_  
Signature

John C. Zaragosa  
Chair of the  
County of Ventura Board of Supervisors


  
\_\_\_\_\_  
Signature

Paula Mackinnon  
Interim Director  
Califa Group

5-23-17  
Date

5.16.17  
Date

ATTEST: MICHAEL POWERS  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By:   
Deputy Clerk of the Board



**Appendix #1, effective July 1, 2017, for  
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. Further, Library and County understand the two circuits to provide connection to the Government Center at 800 S. Victoria are not eligible for e rate discount for the 2015-16 fiscal year or 2016-17 years. 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.



<b>Ventura County Library</b>					
5 year term					
		<b>1G to CalREN, 10G Collector, 1G to branches</b>			
<b>Summary Totals</b>		Pre Discount Costs (not including Taxes & Surcharges)		Estimated Net Costs, after discounts applied (not including Taxes & Surcharges)	
		NRC*	Monthly	NRC*	Monthly
		\$ -	\$ 16,044.00	\$ -	\$ 3,208.80
Note 1: Circuits from the Branch Libraries are to go to Ventura County Library					
		<b>1G to CalREN</b>			
<b>Connection to HUB</b>	Disc %	Pre Discount Costs		Estimated Net Costs, after discounts applied	
E-rate Discount for Ventura County Library**:	0.6				
CTF Discount***:	0.5				
<b>Connection to CalREN Hub at Ventura County Library</b>		NRC*	Monthly	NRC*	Monthly
Link 1: 1G to CalREN Hub		\$ -	\$ 1,450.00	\$ -	\$ 290.00

Taxes & Surcharges on links		Varies			
Library Equipment		Ventura County Library is responsible to provide a router with at least one LAN interface. This router should support BGP and NAT. An upgraded Firewall appliance may also be needed to support the data streams.			
		10G Collector, 1G circuits to branches			
Itemized - Main to Branches		Pre Discount Costs		Estimated Net Costs, after discounts applied	
Circuits to Ventura County Library		NRC*	Monthly	NRC*	Monthly
Link2: Avenue Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link3: Ojai Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link4: Soliz (El Rio) Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link5: Fillmore Branch Library to Ventura County Library	1G	\$ -	\$ 1,450.00	\$ -	\$ 290.00
Link6: E.P. Foster Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link7: Meiners Oaks Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link8: Oak Park Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link9: Oak View Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link10: Piru Branch Library to Ventura County Library	1G	\$ -	\$ 1,450.00	\$ -	\$ 290.00
Link11: Port Hueneme Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link12: Saticoy Branch Library to Ventura County Library	1G	\$ -	\$ 725.00	\$ -	\$ 145.00
Link13: Ventura County Government Center Library to Ventura County Library	1G	\$ -	\$ 616.00	\$ -	\$ 123.20
Link14: Collector Circuit Branch Library to Ventura County Library	10G	\$ -	\$ 3,841.00	\$ -	\$ 768.20

Link15: Hill Road Branch Library to Ventura County Library	1G	\$ -	\$ 712.00	\$ -	\$ 142.40
Taxes & Surcharges on links		<i>Varies</i>			
Library Equipment		Main Library will need a router or switch with at least one LAN interface. This router should support BGP and NAT. An upgraded Firewall appliance may be necessary. Each branch will also need a router or switch with at least one LAN interface.			

Note 2: These numbers do not include early termination fees that might be required from current provider(s), nor equipment the Library may need to purchase to support these circuits, nor Taxes & Surcharges on the circuits.

**Definitions**  
**\*NRC - Non-Recurring Charges**  
**\*\*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.  
**\*\*\*CTF discount:** percent discount of amount after E rate discount is applied. CTF discount is always 50%.  
**Note 3:** E-rate and CTF discounts 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.



**BOARD MINUTES  
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA**

**SUPERVISORS STEVE BENNETT, LINDA PARKS,  
KATHY I. LONG, PETER C. FOY AND JOHN C. ZARAGOZA  
July 19, 2016 at 8:30 a.m.**

**CONSENT – VENTURA COUNTY LIBRARY – Approval of the Second Amendment to the Agreement for Provision, Installation and Maintenance of Advanced Network (Data) Services with Califa Group Decreasing the Total Amount from \$242,400 to \$242,000 for the First Year, and from \$210,400 to \$208,000, Effective July 1, 2016 through June 30, 2017 and for Each Year Thereafter.**

- (X) All Board members are present.
- (X) Upon motion of Supervisor Bennett, seconded by Supervisor Foy, and duly carried, the Board hereby approves the staff recommendations as stated in the respective Board letters for Consent Items 11 – 33, with a revised Ventura by Contract document for item No. 17, and a Board Letter and Exhibit 1 for item Nos. 20 and 21.

I hereby certify that the enclosed document is a true and correct copy of the document which is on file in this office.

Dated: MICHAEL POWERS  
7/25/16 Clerk of the Board of Supervisors  
County of Ventura, State of California

By: Lou Jarvis  
Deputy Clerk of the Board

By: Brian Palmer  
Chief Deputy Clerk of the Board



**AMENDMENT 2 TO THE AGREEMENT BETWEEN THE COUNTY OF  
VENTURA AND CALIFA GROUP FOR THE PROVISION, INSTALLATION  
AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES,  
dated March 3, 2015**



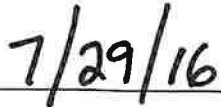
This amendment is entered into as of July 1, 2016:

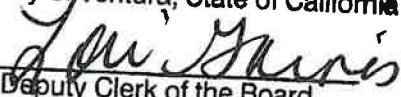
1. Paragraph 4, Payment, is replaced in its entirety with the following:

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. Califa will only bill Library, except for non recurring costs, for circuits listed in Appendix #1, revised, from the date each circuit is installed. The contract not to exceed amount for the period of July 1, 2015 through June 30, 2016 shall be \$242,000. The contract not to exceed amount for the period of July 1, 2016 through June 30, 2017 shall be \$208,000 and a contract not to exceed amount of \$208,000 shall apply for each additional year that the contract is automatically renewed.

2. Appendix I is replaced in its entirety with Appendix I, Amendment 2, revised July 1, 2016, attached.

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

 _____ Signature Chair of the County Of Ventura Board of Supervisors	 _____ Signature Paula MacKinnon Interim Executive Director
 _____ Date	 _____ Date

ATTEST: MICHAEL POWERS  
Clerk of the Board of Supervisors  
County of Ventura, State of California  
By:   
Deputy Clerk of the Board



**Appendix #1, Amendment #2  
amended as of 7/1/2016  
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. Further, Library and County understand the two circuits to provide connection to 800 S. Victoria are not eligible for e rate discount for the 2015-16 fiscal year. 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 intra-library service being provided by the network service provider consists of switched "cloud" circuits, with two billed elements, or links per circuit.

**1G to each library, 1G to CalREN**

<b>Summary Totals for Ventura County Library Year 1 (15-16)</b>	<b>Pre Discount Costs (not including Taxes &amp; Surcharges)</b>		<b>Estimated Net Costs, after discounts applied where available (not including Taxes &amp; Surcharges)</b>	
	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
17,000.00	15,441.00	8,000.00	4248.20	

**1G Verizon (toward CalREN Hub)**

Itemized CalREN Connectivity to Los Angeles, Year 1	Pre Discount Costs		Estimated Net Costs, after discounts applied	
	NRC	Monthly	NRC	Monthly
Connection to CalREN Hub at Equinix Los Angeles				
Link 1: to Admin branch	\$ 2000	\$1,450.00	\$ 800	\$290.00
Taxes & Surcharges on links	<i>Varies</i>			

Itemized Inter-Library Connectivity	1G to each library, 10G + 1G Collectors at Admin Branch			
	Pre Discount Costs		Estimated Net Costs, after discounts applied	
Connections to Admin branch library	NRC	Monthly	NRC	Monthly
Collector 1(AT&T 10G ASE ckt): Admin branch	\$ 1,000.00	\$ 3,841.00	\$ 400.00	\$ 768.20
Collector 2(AT&T 1G ASE ckt): Admin branch	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Collector 3 (AT&T 1 G ASE ckt): Admin branch	\$ 1,000.00	\$ 725.00	\$ 1000.00	\$ 725.00
Link A (AT&T): Avenue Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link B (AT&T): Ojai Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link C (AT&T): Soliz (El Rio) Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link D (AT&T): Fillmore Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link E (AT&T): E. P. Foster Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link F (AT&T): Meiners Oaks Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link G (AT&T): Oak Park Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link H: Oak View Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link I (AT&T): Piru Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link J (AT&T): Port Hueneme Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00

Link K (AT&T): Saticoy Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link L (AT&T): 800 S. Victoria	\$ 1,000.00	\$ 725.00	\$ 1000.00	\$ 725.00
Taxes & Surcharges on links	<i>Varies</i>			
<b>Library Service Startup</b>				
Library Switches (if needed)	<i>Each branch will need a router that has a 1G interface and at least one LAN interface. Admin branch will need a router with a 10G interface, a 1G interface and a LAN interface.</i>			

**1G to each library, 1G to CalREN**

<b>Summary Totals for Ventura County Library Year 2 (16-17) and future years</b>	Pre Discount Costs (not including Taxes & Surcharges)		Estimated Net Costs, after discounts applied (not including Taxes & Surcharges)	
	NRC	Monthly	NRC	Monthly
	\$	\$15,441.00	\$	\$3088.20

**1G Verizon (to CalREN Hub)**

<b>Itemized CalREN Connectivity to Los Angeles, Year 2 and future years</b>	Pre Discount Costs		Estimated Net Costs, after discounts applied	
<b>Connection to CalREN Hub at Equinix Los Angeles</b>	NRC	Monthly	NRC	Monthly
Link 1: to Admin branch	\$ -	\$1450.00	\$ -	\$290 .00
Taxes & Surcharges on links	<i>Varies</i>			



	<b>1G to each library, 10G + 1G Collectors at Admin Branch</b>			
<b>Itemized Inter-Library Connectivity</b>	<b>Pre Discount Costs</b>		<b>Estimated Net Costs, after discounts applied</b>	
<b>Connections to Admin branch library</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>
Collector 1(AT&T 10G ASE ckt): Admin branch	\$	\$3,841.00	\$	\$768.20
Collector 2(AT&T 1G ASE ckt): Admin branch	\$	\$725.00	\$	\$145.00
Collector 3 (AT&T 1G ASE ckt): Admin branch	\$	\$725.00	\$	\$145.00
Link A (AT&T): Avenue Library	\$	\$725.00	\$	\$145.00
Link B (AT&T): Ojai Library	\$	\$725.00	\$	\$145.00
Link C (AT&T): Soliz (El Rio) Library	\$	\$725.00	\$	\$145.00
Link D (AT&T): Fillmore Library	\$	\$725.00	\$	\$145.00
Link E (AT&T): E. P. Foster Library	\$	\$725.00	\$	\$145.00
Link F (AT&T): Meiners Oaks Library	\$	\$725.00	\$	\$145.00
Link G (AT&T): Oak Park Library	\$	\$725.00	\$	\$145.00
Link H: Oak View Library	\$	\$725.00	\$	\$145.00
Link I (AT&T): Piru Library	\$	\$725.00	\$	\$145.00
Link J (AT&T): Port Hueneme Library	\$	\$725.00	\$	\$145.00
Link K (AT&T): Saticoy Library	\$	\$725.00	\$	\$145.00
Link L (AT&T): 800 S. Victoria	\$	\$725.00	\$	\$145.00
Taxes & Surcharges on links	<i>Varies</i>			
<b>Library Service Startup</b>				
Library Switches (if needed)	<i>Each branch will need a router that has a 1G interface and at least one LAN interface. Admin branch will need a router with a 10G interface, a 1G interface and a LAN interface.</i>			

**AMENDMENT 1 TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA AND CALIFA FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES, dated March 3, 2015**

This amendment entered into as of July 10, 2015:

Replaces paragraph 4, Payment, in its entirety with:

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. Califa will only bill Library, except for non recurring costs, for circuits listed in Appendix #1, revised, from the date each circuit is installed. The contract not to exceed amount for the period of March 3, 2015, through June 20, 2016, shall be \$242,400 and a contract not to exceed amount of \$210,400 shall apply for each additional year that the contract is automatically renewed.

AND

Replaces Appendix I with Appendix I, revised, attached.

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

Signature

Kathy I. Long



Chair of the  
County of Ventura Board of Supervisors

Date

8-11-15

Signature

Susan H. Hildreth



Executive Director

Date

8/28/15

**ATTEST: MICHAEL POWERS**  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By:   
Deputy Clerk of the Board



## **Appendix #1, Amendment #1**

**amended as of 07/10/15**

### **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. Further, Library and County understand the two circuits to provide connection to 800 S. Victoria are not eligible for e rate discount for the 2015-16 fiscal year. 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 intra-library service being provided by the network service provider consists of switched "cloud" circuits, with two billed elements, or links per circuit.

**1G to each library, 1G to CalREN**

<b>Summary Totals for Ventura County Library Year 1 (15-16)</b>	Pre Discount Costs (not including Taxes & Surcharges)		Estimated Net Costs, after discounts applied (not including Taxes & Surcharges)	
	NRC	Monthly	NRC	Monthly
	\$ 15,000.00	\$ 15,641.00	\$ 7,200.00	\$ 4,288.20

**1G Verizon (toward CalREN Hub)**

<b>Itemized CalREN Connectivity to Los Angeles, Year 1</b>	Pre Discount Costs		Estimated Net Costs, after discounts applied	
<b>Connection to CalREN Hub at Equinix Los Angeles</b>	NRC	Monthly	NRC	Monthly
Link 1: to Admin branch	\$ -	\$1,650.00	\$ -	\$330.00
Taxes & Surcharges on links	<i>Varies</i>			

	<b>1G to each library, 10G + 1G Collectors at Admin Branch</b>			
<b>Itemized Inter-Library Connectivity</b>	Pre Discount Costs		Estimated Net Costs, after discounts applied	
<b>Connections to Admin branch library</b>	NRC	Monthly	NRC	Monthly
Collector 1(AT&T 10G ASE ckt): Admin branch	\$ 1,000.00	\$ 3,841.00	\$ 400.00	\$ 768.20
Collector 2(AT&T 1G ASE ckt): Admin branch	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Collector 3 (AT&T 1 G ASE ckt): Admin branch	1,000.00	725.00	1000.00	725.00
Link A (AT&T): Avenue Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link B (AT&T): Ojai Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link C (AT&T): Soliz (El Rio) Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link D (AT&T): Fillmore Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link E (AT&T): E. P. Foster Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link F (AT&T): Meiners Oaks Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link G (AT&T): Oak Park Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link H: Oak View Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link I (AT&T): Piru Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00

Link J (AT&T): Port Hueneme Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link K (AT&T): Saticoy Library	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
Link L (AT&T): 800 S. Victoria	\$ 1,000.00	\$ 725.00	\$ 1000.00	\$ 725.00
Taxes & Surcharges on links	<i>Varies</i>			
<b>Library Service Startup</b>				
Library Switches (if needed)	<i>Each branch will need a router that has a 1G interface and at least one LAN interface. Admin branch will need a router with a 10G interface, a 1G interface and a LAN interface.</i>			

**1G to each library, 1G to CalREN**

<b>Summary Totals for Ventura County Library Year 2 (16-17) and future years</b>	Pre Discount Costs (not including Taxes & Surcharges)		Estimated Net Costs, after discounts applied (not including Taxes & Surcharges)	
	NRC	Monthly	NRC	Monthly
	\$	\$ 15,641.00	\$	\$ 3128.20

**1G Verizon (to CalREN Hub)**

<b>Itemized CalREN Connectivity to Los Angeles, Year 2 and future years</b>	Pre Discount Costs		Estimated Net Costs, after discounts applied	
<b>Connection to CalREN Hub at Equinix Los Angeles</b>	NRC	Monthly	NRC	Monthly
Link 1: to Admin branch	\$ -	\$1,650.00	\$ -	\$330.00
Taxes & Surcharges on links	<i>Varies</i>			

	<b>1G to each library, 10G + 1G Collectors at Admin Branch</b>			
<b>Itemized Inter-Library Connectivity</b>	Pre Discount Costs		Estimated Net Costs, after discounts applied	
<b>Connections to Admin branch library</b>	NRC	Monthly	NRC	Monthly
Collector 1(AT&T 10G ASE ckt): Admin branch	\$	\$	\$	\$

		3,841.00		768.20
Collector 2(AT&T 1G ASE ckt): Admin branch		\$ 725.00	\$	\$ 145.00
Collector 3 (AT&T 1G ASE ckt): Admin branch		\$ 725.00	\$	\$ 145.00
Link A (AT&T): Avenue Library	\$	\$ 725.00	\$	\$ 145.00
Link B (AT&T): Ojai Library	\$	\$ 725.00	\$	\$ 145.00
Link C (AT&T): Soliz (El Rio) Library	\$	\$ 725.00	\$	\$ 145.00
Link D (AT&T): Fillmore Library	\$	\$ 725.00	\$	\$ 145.00
Link E (AT&T): E. P. Foster Library		\$ 725.00	\$	\$ 145.00
Link F (AT&T): Meiners Oaks Library		\$ 725.00	\$	\$ 145.00
Link G (AT&T): Oak Park Library		\$ 725.00	\$	\$ 145.00
Link H: Oak View Library	\$	\$ 725.00	\$	\$ 145.00
Link I (AT&T): Piru Library	\$	\$ 725.00	\$	\$ 145.00
Link J (AT&T): Port Hueneme Library	\$	\$ 725.00	\$	\$ 145.00
Link K (AT&T): Saticoy Library		\$ 725.00	\$	\$ 145.00
Link L (AT&T): 800 S. Victoria		\$ 725.00	\$	\$145.00
Taxes & Surcharges on links	<i>Varies</i>			



Library Service Startup	
Library Switches (if needed)	<i>Each branch will need a router that has a 1G interface and at least one LAN interface. Admin branch will need a router with a 10G interface, a 1G interface and a LAN interface.</i>



**BOARD MINUTES  
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA**

**SUPERVISORS STEVE BENNETT, LINDA PARKS,  
KATHY I. LONG, PETER C. FOY AND JOHN ZARAGOZA  
March 3, 2015 at 10:30 a.m.**

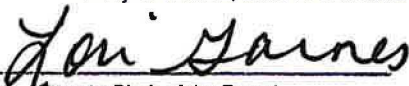
**Approval of an Agreement for the Provision, Installation and Maintenance of Data Services with Califa Group, a California Public Benefit Corporation, in a Not to Exceed Amount of \$223,000 for the Initial Term and \$193,000 Annually Thereafter for an Initial Term of March 3, 2015 through June 30, 2016; Authorization for the Library Services (Library) Director to Submit a Grant Application to the California State Library for Network Equipment, Building Modifications, and/or Consultant Costs; Authorization for the Library Director to Accept a Grant in the Amount of up to \$30,000 from California State Library; and Authorization for the Library Director to Sign a Related Grant Agreement Subject to County Executive Office and County Counsel Approval. (Library Services Agency)**

- (X) All Board members are present, except Supervisor Foy is absent.
- (X) The following persons are heard: Jackie Griffin, Mark Lager, and Mike Pettit.
- (X) Upon motion of Supervisor Bennett, seconded by Supervisor Zaragoza, and duly carried, the Board hereby approves staff recommendations as stated in the Revised Board letter.

By:   
Brian Palmer  
Chief Deputy Clerk of the Board

I hereby certify that the annexed instrument is a true and correct copy of the document which is on file in this office.

Dated: MICHAEL POWERS  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By:   
Deputy Clerk of the Board



**AGREEMENT BETWEEN THE COUNTY OF VENTURA which includes among  
its component parts the Ventura County 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 3, 2015, by and between Califa Group, a California public benefit corporation, hereinafter referred to as "Califa," and the County of Ventura which includes among its component parts the Ventura County 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

Ventura County Library  
Jackie Y. Griffin  
Director  
5600 Everglades  
Ventura, CA 93003

Califa  
Linda Crowe  
Executive Director  
32 West 25<sup>th</sup> Avenue, Suite 201  
San Mateo, CA 94403

**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 March 3, 2015, through June 30, 2016. This Agreement will automatically renew for up to four additional one year periods unless one party notifies the other at least 60 days in advance of June 30, 2016, and each June 30 thereafter.
- (b) **TERMINATION.** Termination prior to the end date stated above shall result in Library having to pay any circuit telecommunications carrier termination charges resulting from early termination of the Service.

**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. Califa will only bill Library under Appendix # 1 from the date that circuit installation is completed. The contract not to exceed amount for period of March 3, 2015, through June 30, 2016, shall be \$223,000, and a contract not to exceed amount of \$193,000 shall apply for each additional year that the contract is automatically renewed.

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

**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:** during the performance of this Agreement, Califa and its subcontractors shall not deny the Agreement's benefits to any person, nor shall they discriminate unlawfully against any employee or applicant for employment, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

**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 sole negligent or intentional acts or omissions of Library its officers, agents, or employees.

Califa shall indemnify Library, its officers, agents and employees, and the Ventura County Board of Supervisors 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 sole negligent or intentional acts or omissions of Califa, its officers, agents, or employees.

***9. Dispute Resolution. All disputes between the parties hereto with respect to their rights and duties hereunder, excepting only indemnity claims, shall be resolved through binding arbitration pursuant to Code of Civil Procedure Section 1280, with the non-prevailing party responsible for the arbitrators' fee but in all other respects with each side bearing its own costs and attorneys' fees.***

///

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

For Library

Kathy I. Long  
Signature

Kathy I. Long

Chair of the  
County of Ventura Board of Supervisors

March 3, 2015  
Date

ATTEST: MICHAEL POWERS  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: Lou Gaines  
Deputy Clerk of the Board

For Califa

Linda Crowe  
Signature

Linda Crowe

Executive Director

3-16-15  
Date



**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.

**1G to each library, 1G to CalREN**

<b>Summary Totals for Ventura County Library</b>	<b>Pre Discount Costs (not including Taxes &amp; Surcharges)</b>		<b>Estimated Net Costs, after discounts applied (not including Taxes &amp; Surcharges)</b>	
	NRC	Monthly	NRC	Monthly
	\$	\$	\$	\$
	13,000.00	14,191.00	5,200.00	2,838.20

**1G Verizon (toward CalREN Hub)**

<b>Itemized CalREN Connectivity to Los Angeles</b>	<b>Pre Discount Costs</b>		<b>Estimated Net Costs, after discounts applied</b>	
	NRC	Monthly	NRC	Monthly
<b>Connection to CalREN Hub at Equinix Los Angeles</b>				
Link 1: to Admin branch	\$ -	\$1,650.00	\$ -	\$330.00
Taxes & Surcharges on links	<i>Varies</i>			

	<b>1G to each library, 10G + 1G Collectors at Admin Branch</b>			
<b>Itemized Inter-Library Connectivity</b>	<b>Pre Discount Costs</b>		<b>Estimated Net Costs, after discounts applied</b>	
<b>Connections to Admin branch library</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>
Collector 1(AT&T 10G ASE ckt): Admin branch	\$ 1,000.00	\$ 3,841.00	\$ 400.00	\$ 768.20
Collector 2(AT&T 1G ASE ckt): Admin branch	\$ 1,000.00	\$ 725.00	\$ 400.00	\$ 145.00
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<b>Taxes &amp; Surcharges on links</b>	<i>Varies</i>			
<b>Library Service Startup</b>				
Library Switches (if needed)	<i>Each branch will need a router that has a 1G interface and at least one LAN interface. Admin branch will need a router with a 10G interface, a 1G interface and a LAN interface.</i>			