

**NOVATION AGREEMENT BETWEEN THE CITY OF RIVERSIDE, A CALIFORNIA CHARTER CITY AND MUNICIPAL CORPORATION, THROUGH ITS LIBRARY DEPARTMENT ("LIBRARY") AND CALIFA**

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

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

**WHEREAS**, Library has entered into the Original Agreement with Califa dated February 1, 2016, to obtain one or more data circuits to connect Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in Appendix #1 and subsequent Addenda, attached, to connect Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

**WHEREAS**, as of July 1, 2022, the California State Library has appointed Columbia Telecommunications Corporation d/b/a CTC Technology and Energy ("CTC"), to assume the rights and responsibilities and perform the functions of the Statewide Broadband Aggregator on behalf of the California State Library as defined by the terms of the California Broadband Services Project program and that, upon said appointment, Califa will cease to perform those functions.

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

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

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

1. The Original Agreement is hereby amended to replace the reference to "Califa" with a new reference to "CTC."
2. The Original Agreement remains in full force and effect as between Library and CTC from the date of this Agreement and that CTC, on behalf of the California State Library, will assume all rights and responsibilities of Califa under the Original Agreement
3. CTC will perform the functions agreed to by Califa as set forth under the Original Agreement including all addenda, appendices and subsequent amendments.
4. The Indemnification clause in the Original Agreement is amended to state:

**Indemnification.** Library agrees to indemnify, defend and save harmless CTC, its, officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Library in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Library, its officers, agents, or employees. CTC agrees to indemnify, defend, and save harmless Library, its trustees,

officers, agents and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CTC in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTC, its officers, agents, or employees.

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

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

**For Library**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For Columbia Telecommunications Corporation**

Joanne S. Hovis  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

August 1, 2022  
Date

**For Califa**

Paula MacKinnon  
Signature

\_\_\_\_\_  
Name

Executive Director  
Title

8-18-22  
Date

**APPROVED AS TO FORM:**

BY: Susan Nelson  
ASSISTANT CITY ATTORNEY

## Items to Consider While Reviewing Quotes

- Pricing does NOT include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's *actual* cost.
- If an Out of Band line is required, customer must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.
- Annual Recurring Costs (ARC) items are invoiced annually.
- Non-Recurring Costs (NRC) items are one-time costs billed upon execution of contract.
- Monthly Recurring Costs (MRC) items are billed quarterly, first billing will occur after handoff.
  - o E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated.
  - o Actual discount percentage will be identified by USAC at a later point. E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Broadband Access Administrator cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change. E-rate % noted is based on current FY estimate and CTF is a 50% discount of the remaining cost after E-rate has been applied.
  - o Due to the consortial nature of CENIC's E-rate application, the E-rate discount level may not be finalized until next Spring of the following year (late March or early April).
- E-rate Costs may take up to 18 months to activate due to USAC processing time. Please budget for the full undiscounted costs for the initial period.



Associate: Riverside Public Library  
Budget Summary Description: FY 22-23 - Renewal  
Quote Date: 2/22/2022  
Quote Expiration: 5/23/2022  
Contract Number:

Line Item		NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost	Term Length
[1]	1 Equipment				
	2 Equipment Maintenance				
	3 Facilities				
[2]	4 Circuit deployment Fee				
	5 Circuit		\$4,779.13		
	Total	\$0.00	\$4,779.13	\$0.00	
	Annual Cost	\$57,349.56			
	Discounted Annual Cost	\$5,734.96			
	Total for Year 1	\$57,349.56			
	Discounted Annual Cost Year 1	\$5,734.96			

- [1] CENIC pays for equipment, maintenance and installation of initial CalREN connection.
- [2] The California State Library requested, and received funding through the Budget Act of 2021, AB 128, Chapter 21, 2021 Statute, to pay for Circuit Deployment Fees (CDF) on behalf of public libraries connecting to CalREN. The full text can be found here: [https://leginfo.ca.gov/faces/billTextClient.xhtml?bill\\_id=20212020AB128](https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=20212020AB128)



\*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.

E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point

LOC A		LOC Z		Carrier Info					CENIC - Cross Connect		E-rate Discount		80.00%	Total Discounted MRC (CTF & E-rate)*	Total Discounted NRC*
Site Name	Site Name	Site Name	Site Name	Service Provider	Service Type	Requested Bandwidth	Est Contract End Date	Non Recurring Cost*	MRC for 5 year term*	Add'l MRC (e.g. Collector Circuit)	NRC	MRC	Discounted MRC*		
Riverside Public Library - City Hall	CAIREN (TUST1)	AT&T - ADE	Lit Circuit	10 Gbps	7/1/2027		\$780.00						\$0.00	\$78.00	Renewal
Riverside Public Library - Collector		AT&T - ASE	Lit Circuit	10 Gbps	7/1/2027		\$791.53						\$0.00	\$79.15	Renewal
Riverside Public Library - Arlanza	Riverside Public Library - City Hall	AT&T - ASE	Lit Circuit	1 Gbps	7/1/2027		\$400.95						\$0.00	\$40.10	Renewal
Riverside Public Library - Arlington	Riverside Public Library - City Hall	AT&T - ASE	Lit Circuit	1 Gbps	7/1/2027		\$400.95						\$0.00	\$40.10	Renewal
Riverside Public Library - Casa Blanca	Riverside Public Library - City Hall	AT&T - ASE	Lit Circuit	1 Gbps	7/1/2027		\$400.95						\$0.00	\$40.10	Renewal
Riverside Public Library - Eastside	Riverside Public Library - City Hall	AT&T - ASE	Lit Circuit	1 Gbps	7/1/2027		\$400.95						\$0.00	\$40.10	Renewal
Riverside Public Library - La Sierra	Riverside Public Library - City Hall	AT&T - ASE	Lit Circuit	1 Gbps	7/1/2027		\$400.95						\$0.00	\$40.10	Renewal
Riverside Public Library - Main	Riverside Public Library - City Hall	AT&T - ASE	Lit Circuit	1 Gbps	7/1/2027		\$400.95						\$0.00	\$40.10	Renewal
Riverside Public Library - Marcy	Riverside Public Library - City Hall	AT&T - ASE	Lit Circuit	1 Gbps	7/1/2027		\$400.95						\$0.00	\$40.10	Renewal
Riverside Public Library - Orange Terrace	Riverside Public Library - City Hall	AT&T - ASE	Lit Circuit	1 Gbps	7/1/2027		\$400.95						\$0.00	\$40.10	Renewal