

NAPA COUNTY AGREEMENT NO. 240310B
AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN
THE NAPA COUNTY LIBRARY
AND
THE IMPERIAL COUNTY OFFICE OF EDUCATION
FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED
NETWORK (DATA) SERVICES.

This Amendment is entered into effectively as of the date on which it is executed by both parties.

This Amendment replaces Appendix 1, "*Provision, Installation, and Maintenance of Advanced Network (Data) Services: Reimbursement of Circuit Costs*," to the Agreement between the Napa County Library and the Imperial County Office of Education (Agreement No. 240310B) executed on March 12, 2024, with the attached Appendix 1 effective July 1, 2025. The purpose of this revision is to upgrade the current CalREN connection at the Napa County Library to 10 Gbps, as detailed in Appendix 1.

1. Paragraph 3, "**Term and Termination of this Agreement**" is amended to read in full as follows:
 - a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from March 12, 2024, to July 1, 2030, unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is "handed off" to Library pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to Library.
 - b) **TERMINATION.** Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in Library paying any applicable circuit telecommunications carrier termination charges or similar early termination charges that ICOE incurs under its agreement with CENIC resulting from early termination of the Service.
 - c) Notwithstanding the above, upon sixty (60) days written notice prior to the second and each following June 30 after a circuit is installed, Library may cancel a circuit without penalty if it verifies to ICOE and CENIC that funding to pay for that circuit is not available and Library agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the canceled circuit.
 - d) Library may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.
 - e) ICOE may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) days written notice to Library in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.
2. Paragraph 4 "**Payment**" is amended to read in full as follows:

ICOE bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of an ICOE invoice reflecting the provision of the services for which the invoice is sent or as otherwise agreed to by the Library and ICOE. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). The Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of the invoice. The Library understands and agrees that ICOE will only make payment to CENIC for services upon receipt of related payments from the Library. If the Library fails to make payments within thirty (30) days after receipt of the invoice, it agrees to pay any reasonable late payment fees incurred by ICOE under its agreement with CENIC. The maximum payments under this Agreement shall not exceed a total of

Two Hundred, Fifty Thousand Dollars (\$250,000) in total; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

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

3. All other terms and conditions of the original Agreement remain in place and unchanged

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

Imperial County Office of Education

Luis Wong

By: Luis Wong (May 16, 2025 10:12 PDT)

Luis Wong

CEO, Network Initiatives

“CONTRACTOR”

By: _____

ANNE COTTRELL,

Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Susan B. Altman, Deputy</u></p> <p>Date: May 15, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: (Board Meeting Date)</p> <p>Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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APPENDIX #1

PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES: Reimbursement of Circuit Costs

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

Libraries Budget Estimation

Print Date: 5/1/2025

Library System:

Library Jurisdiction:

Napa County Library
Napa County Library
FY 25-26
80%
12%
Check



Library Name:

Fiscal Year:

Estimated E-rate Subsidy:

Estimated Taxes and Surcharges:

Reimbursement Type:

* Suprady eligible costs (Suprady 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
 -HCOE recommends allowing for 12% tax on the non-discounted MRC
 ** HCOE recommends encumbering the gross cost for the first year

Summary of Costs No Taxes

Description	MRC - 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 E-Rate discount ^{**}	Estimated Library Annual Cost for MRC after Discounts ^{**}
CSL Grant Equipment	\$ 9,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
Equipment and Annual Maintenance	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities (NRC)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cross Connects	\$ 6,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Circuit Deployment Fee (CDF)	\$ -	\$ -	\$ -	\$ 6,333.33	\$ -	\$ -	\$ -	\$ -
Circuit(s) - A location *	\$ -	\$ -	\$ -	\$ -	\$ 35,628.40	\$ 26,662.72	\$ 3,582.84	\$ 3,582.84
Circuit(s) - Z location (Collector) *	\$ -	\$ -	\$ 2,985.70	\$ -	\$ -	\$ -	\$ -	\$ -
OOB Phone Line	\$ -	\$ -	\$ 80.00	\$ -	\$ 720.00	\$ -	\$ -	\$ 720.00
Subtotals	\$ 16,333.33	\$ 2,000.00	\$ 3,045.70	\$ 8,333.33	\$ 36,548.40	\$ 26,662.72	\$ 3,582.84	\$ 4,302.84

Yearly Breakdown No Taxes	Total Cost - No subsidy (Gross) **	Estimated E-rate Subsidy NRC*	Estimated E-rate Subsidy MRC*	Estimated CTF Subsidy MRC*	Total Estimated Subsidy**	Grant CDFs, Equipment and Annual Maint Cost	Total Estimated Cost Annually After Discounts*	Fiscal Year
Year 1 Costs (A+B+Cx12)	\$ 54,881.73	\$ -	\$ 28,662.72	\$ 3,582.84	\$ (32,245.56)	\$ (8,333.33)	\$ 14,302.84	FY 25-26
Year 2 Costs (B+Cx12)	\$ 38,548.40	\$ -	\$ 28,662.72	\$ 3,582.84	\$ (32,245.56)	\$ (2,000.00)	\$ 4,302.84	FY 26-27
Year 3 Costs (B+Cx12)	\$ 38,548.40	\$ -	\$ 28,662.72	\$ 3,582.84	\$ (32,245.56)	\$ (2,000.00)	\$ 4,302.84	FY 27-28
Year 4 Costs (B+Cx12)	\$ 38,548.40	\$ -	\$ 28,662.72	\$ 3,582.84	\$ (32,245.56)	\$ (2,000.00)	\$ 4,302.84	FY 28-29
Year 5 Costs (B+Cx12)	\$ 38,548.40	\$ -	\$ 28,662.72	\$ 3,582.84	\$ (32,245.56)	\$ -	\$ 6,302.84	FY 29-30
5-Year Totals	\$ 209,076.33	\$ -	\$ 143,313.60	\$ 17,814.20	\$ (161,227.60)	\$ (14,333.33)	\$ 33,514.20	

Libraries Budget Estimation

Print Date:

5/1/2025

Library System:

N/A

Library Jurisdiction:

Napa County Library

Library Name:

Napa County Library

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+D)x12)	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	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Maintenance (NRC)	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities (NRC)	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cross Connects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Circuit Deployment Fee (CDF)	\$ 6,333.33	\$ -	\$ -	\$ 6,333.33	\$ -	\$ -	\$ -	\$ -	\$ -
Circuit(s) - A location *	\$ -	\$ -	\$ 2,985.70	\$ -	\$ 358.28	\$ 40,127.81	\$ 32,102.25	\$ 3,582.84	\$ 4,442.72
Circuit(s) - Z location (Collector) *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OOB Phone Line	\$ -	\$ -	\$ 60.00	\$ -	\$ 7.20	\$ 806.40	\$ -	\$ -	\$ 806.40
Subtotals	\$ 16,333.33	\$ 2,000.00	\$ 3,045.70	\$ 6,333.33	\$ 365.48	\$ 40,934.21	\$ 32,102.25	\$ 3,582.84	\$ 5,249.12

Yearly Breakdown with Taxes	Total Cost - No subsidy (Gross) **	Estimated E-rate Subsidy NRC^	Estimated E-rate Subsidy MRC^	Estimated CTF Subsidy^	Total Estimated Subsidy^	Grant (CDFs, Equipment and Annual Maint Cost)	Total Estimated Cost Annually After Discounts^	Fiscal Year
Year 1 Costs (A+B+((C+D)x12))	\$ 59,267.54	\$ -	\$ 32,102.25	\$ 3,582.84	\$ (35,685.09)	\$ (8,333.33)	\$ 15,249.12	FY 25-26
Year 2 Costs (B+((C+D)x12))	\$ 42,934.21	\$ -	\$ 32,102.25	\$ 3,582.84	\$ (35,685.09)	\$ (2,000.00)	\$ 5,249.12	FY 26-27
Year 3 Costs (B+((C+D)x12))	\$ 42,934.21	\$ -	\$ 32,102.25	\$ 3,582.84	\$ (35,685.09)	\$ (2,000.00)	\$ 5,249.12	FY 27-28
Year 4 Costs (B+((C+D)x12))	\$ 42,934.21	\$ -	\$ 32,102.25	\$ 3,582.84	\$ (35,685.09)	\$ (2,000.00)	\$ 5,249.12	FY 28-29
Year 5 Costs (B+((C+D)x12))	\$ 42,934.21	\$ -	\$ 32,102.25	\$ 3,582.84	\$ (35,685.09)	\$ -	\$ 7,249.12	FY 29-30
6-Year Totals	\$ 231,004.37	\$ -	\$ 160,511.25	\$ 17,914.20	\$ (176,425.43)	\$ (14,333.33)	\$ 38,245.61	

Napa County 240310B ICOE Amendment 1 AATF

Final Audit Report

2025-05-16

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