

**AGREEMENT BETWEEN EL DORADO COUNTY LIBRARY AND
SOUTHERN CALIFORNIA LIBRARY COOPERATIVE
FOR THE ACQUISITION OF CISCO NETWORKING EQUIPMENT
AGREEMENT # 468-F1611**

This Agreement, hereinafter referred to as "Agreement", is entered into as of May 1, 2016, by and between Southern California Library Cooperative, hereinafter referred to as "SCLC" and El Dorado County Library hereinafter referred to as "Library". SCLC 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 parties.

SCLC	El Dorado County Library
Diane R. Satchwell	Jeanne Amos
Executive Director	Library Director
248 E. Foothill Blvd., Suite 101	345 Fair Lane
Monrovia, CA 91016	Placerville, CA 95667

WITNESS THAT

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

WHEREAS, Library desires to obtain via SCLC Cisco networking equipment to assist the library in use of CENIC CalREN network or for other library purpose; and

WHEREAS, SCLC and Califa have together made arrangements via which California Public Libraries can purchase Cisco equipment at 65.25% off of list price; and

WHEREAS, Library understands that by requesting that SCLC buy the equipment specified in this agreement at a price of 65.25% off of list price, it is committing to purchase of such equipment. Furthermore, library is responsible for determining correctness of equipment.

Neither SCLC nor Califa are providing any technical assistance in determining library needs.

NOW THEREFORE, Library and SCLC enter into this Agreement:

1. Relationship between the Parties

Each of the entities is an independent entity.

2. Services to be Provided

SCLC will provide a quote for equipment desired by library, as specified below, and other California public libraries. Once quote is obtained, SCLC will get approval from the library to submit a request for purchase.

3. Miscellaneous

- (a) **CONDITIONS OF USE.** Library agrees equipment will only be used for library purposes.
- (b) **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.
- (c) **GOVERNING LAW.** The laws of the State of California shall govern this Agreement.
- (d) **PRICING.** SCLC will provide equipment at 65.25% discount.
- (e) **PAYMENT.** Library agrees to pay SCLC within 30 days of receipt of invoice for equipment that exceeds the grant award amount.
- (f) **SCLC assumes no responsibility for the correctness of the equipment ordered for the use desired.**

4. 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.

5. Equipment Order

Desired equipment is to be submitted by SCLC.

6. Purchaser Information Required

Contact Information:

- 1. As stated on grant application.

The County Officer or employee with responsibility for administering this Agreement is Jeanne Amos, Library Director, or successor.

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

For Library

For SCLC

Signature

Signature

Name

Diane R. Satchwell
Name

Title

Executive Director
Title

Date

Date