

**NOVATION AGREEMENT BETWEEN
THE IMPERIAL COUNTY OFFICE OF EDUCATION,
and
EI DORADO COUNTY LIBRARY
FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as "Novation," is entered into as of May 29, 2024 by and between the Imperial County Office of Education, hereinafter referred to as "ICOE," and El Dorado County Library, hereinafter referred to as "Library." ICOE and the Library are sometimes referred to in this Novation 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.

WHEREAS, California State Library appointed Columbia Telecommunications Corporation d/b/a CTC Telecommunications and Energy ("CTC") as the Statewide Broadband Aggregator for the California State Library Broadband Services Project; and

WHEREAS, CTC provided notice of its intention to terminate its appointment and end its responsibilities under the agreement as Statewide Broadband Aggregator on behalf of the California State Library, effective as of December 31, 2023.

WHEREAS, as of January 1, 2024, the California State Library has appointed ICOE 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, CTC has ceased to perform those functions.

Now, Therefore, The Parties execute this Agreement to novate the assumption of the duties under the Original Agreement from CTC to ICOE: The Parties acknowledge and agree that CTC, on behalf of the California State Library, has transferred and assigned its duties and responsibilities of the Statewide Broadband Aggregator to ICOE pursuant to the terms of the grant program administered by the California State Library.

By signing this Amendment, the Library and ICOE agree that,

1. The Original Agreement is hereby amended to replace the reference to "CTC" with a new reference to "ICOE." A copy of the Original Agreement between CTC and the El Dorado County Library is attached hereto and incorporated herein by this reference.
2. The Original Agreement remains in full force and effect as between the Library and ICOE from the date of this Agreement, and that ICOE, on behalf of the California State Library, will assume all rights and responsibilities of CTC under the Original Agreement.
3. ICOE will perform the functions agreed to by CTC 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. The Library agrees to indemnify, defend and save harmless ICOE, its officers, agents, and employees from any and all claims, losses, and liabilities accruing or resulting to ICOE 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 the 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 the Library, its officers, agents, or employees. ICOE agrees to indemnify, defend, and save harmless the Library, its trustees, officers, agents, and employees from any and all liabilities accruing or resulting to the 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 ICOE 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 ICOE, its officers, agents, or employees.

5. This Agreement serves as written notice to the 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.
6. **TERM OF THIS AGREEMENT.** This Agreement shall be effective from May 29, 2024 , through June 30, 2024. This Agreement will automatically renew unless one party notifies the other at least 60 days in advance of June 30, 2024.
7. **Insurance**
ICOE shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that ICOE maintains insurance that meets the following requirements:
 - (a) Full Worker's Compensation and Employer's Liability Insurance covering all employees of ICOE as required by law in the State of California.
 - (b) Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
 - (c) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by ICOE in the performance of the Agreement.
 - (d) ICOE shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
 - (e) The insurance will be issued by an insurance company acceptable to Risk Management or be provided through partial or total self-insurance

(f) The certificate of insurance must include the following provisions stating that:

1. The County of El Dorado, its officers, officials, and employees are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
8. Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is Bryce Lovell, Director of Library Services, or successor.

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

For El Dorado County Library

Laura Schwartz
Laura Schwartz (May 29, 2024 20:42 PDT)
Signature *mw*

Laura Schwartz
Name

Assistant CAO/Purchasing Agent
Title

05/29/2024
Date

For ICOE

Luis Wong
Luis Wong (May 30, 2024 08:50 PDT)
Signature

Luis Wong
Name

Chief Executive Officer - Network Initiatives
Title

05/30/24
Date

El Dorado County Library-ICOE Novation

Final Audit Report

2024-05-30

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