

AGREEMENT #558-S1310

**MASTER AGREEMENT BETWEEN CENIC AND
The County of El Dorado**

This Master Agreement ("Agreement") is entered into as of _____, 2013 by and between the Corporation for Education Network Initiatives in California ("CENIC") a California public benefit corporation, and the County of El Dorado, a political subdivision of the State of California ("County") on behalf of county libraries. All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

CENIC	County of El Dorado
Louis Fox	Library
President and CEO	Jeanne Amos
16700 Valley View Ave, Suite 400	345 Fair Lane
La Mirada, CA 90638	Placerville, CA 95667
714-220-3440	

1. Relationship between the Parties

CENIC operates advanced network services to support the research and education community in California. County achieves benefit from use of CENIC advanced services to better serve library patrons, to explore prospective enhancements of administrative functions, including new collaborations with other library systems, and to partner with other education segments – K12 and higher education – in California and nationally.

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services by CENIC.

2. Services to be Provided

The primary communications infrastructure developed, owned, and controlled by CENIC is the California Research and Education Network ("CalREN"). Among the services that CENIC shall offer to County are those provided through or related to CalREN.

Specific services and the specifications of those services are as defined in the attached Addenda to this Master Agreement and incorporated fully herein. Each party shall be responsible for providing the other party with accurate information that might be required to install and maintain the service. County will be responsible for complying with CENIC's reasonable installation and maintenance instructions. CENIC shall not 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. Expenses related to County equipment and support of the equipment is the responsibility of County.

3. Quality of the Services Provided

All services provided under this Agreement shall be operated and supported in a professional and reliable manner in accordance with the service specifications developed by CENIC and

implemented after consultation with appropriate CENIC advisory groups. CENIC service specifications are documented on the CENIC Web site, www.cenic.org.

4. Term and Termination of this Agreement

TERMINATION FOR CONVENIENCE. This Master Agreement shall remain in effect until terminated by either Party. County may terminate this Master Agreement upon ninety (90) days advance written notice to CENIC. CENIC cannot issue refunds for CalREN backbone network services or circuits cancelled in the middle of a fiscal year (July 1 through June 30).

Upon termination of this Master Agreement County must return all CENIC equipment to CENIC in the same condition as when it was delivered, normal wear and tear accepted. County shall have ninety (90) days from the date of termination to return equipment to CENIC. If equipment is not returned within ninety (90) days of termination, CENIC may use any lawful means necessary to obtain the equipment.

5. Costs and Payment for the Services

The Addenda to this Master Agreement define the costs for services for the initial service period. The costs for services beyond the initial service period will be set by the CENIC Board of Directors and may be changed from time to time. County shall have ninety (90) days from the date of written notification of any increase of the costs for a service to terminate the specific service without penalty.

Any Payment for services shall be due upon the dates specified in the Addenda or as otherwise agreed to by County and CENIC. County shall pay for services within 30 days of receipt of a CENIC invoice, subject to the payment not being due before the dates specified in the Addenda.

6. Miscellaneous

- a) **CONDITIONS OF USE.** County agrees to comply with the CENIC Acceptable Use Policy 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 to County per an Addendum to this Agreement. The CENIC AUP is available at <http://www.cenic.org/calren/aup.html>.
- 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.
- c) **FORCE MAJEURE.**
Neither party will be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by: fire; flood; lightning; explosion; war; acts of terrorism; strike; labor disputes; government requirements; acts of god; or acts or failure to act by any governmental authority.

7. 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 it is in writing and signed by authorized representatives of both parties.

8. Indemnification

CENIC agrees to defend, indemnify and hold County and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including, but without limitation, attorneys' fees, including but not limited to any claim, loss, damage, or injury any way connected with the performance of this Agreement that is caused by the acts or omissions, willful misconduct or negligent conduct of CENIC or CENIC's agents, employees, or other persons acting on CENIC's behalf. Similarly, County agrees to defend, indemnify and hold CENIC and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including, but without limitation, attorneys' fees, including but not limited to any claim, loss, damage, or injury any way connected with the performance of this Agreement that is caused by the acts or omissions, willful misconduct or negligent conduct of County or County's agents, employees, or other persons acting on County's behalf.

9. Independent Contractor.

It is expressly understood and agreed that, in the performance of the activities contemplated by this Agreement, the parties and their employees and agents will at all times act as independent contractors of one another, and not as employees or agents of one another. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party. In no event will either party be liable for the debts or obligations of the other party, except as specifically provided herein.

10. Amendment/Severability

This Agreement may only be amended through written addendum or amendment signed by authorized representatives of County and CENIC. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.

11. Dispute Resolution.

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS. The venue for the arbitration shall be in the County of El Dorado, California. Should there be any dispute arising out of or in connection to this Agreement, the parties agree to make every effort to resolve such dispute informally, such as through mediation and/or arbitration, prior to the initiation of any legal action in a court of competent jurisdiction. Both parties agree that should either party reasonably retain

an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs of corporate staff counsel.

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

For CENIC

For COUNTY OF EL DORADO

Signature

Signature

Louis Fox
Name

Ron Briggs
Name

President & Chief Executive Officer
Title

Chair, Board of Supervisors
Title

Date

Date

CENIC Communications Services Contract
Addendum 1: CalREN Network Services
For County of El Dorado

This Addendum is incorporated by reference into the Master Agreement between CENIC and the County of El Dorado for Provision, Installation and Maintenance of Data Communications Services ("Agreement"). This Addendum is effective when signed by both parties ("Effective Date"). After the initial service period the on-going services covered by this Addendum shall renew automatically annually on July 1st, unless intention not to renew is delivered by County to CENIC at least ninety (90) days prior to the anniversary date.

1. Scope of Service

The service to be provided to County is transit across the CalREN infrastructure by means of connections to the CalREN core routers and switches ("Service") and access to the global Internet. This Service will enable high capacity Internet data transport between the County and CalREN member institutions connected to that same CalREN infrastructure. Access to higher education institutions nationally is also provided, via peering arrangements or use of other networks such as Internet2 or National LambdaRail.

2. Term of Service

The Initial Service Period covered by this Addendum begins upon implementation of the Service and continues through June 30, 2016, and is subject to the termination provision set forth in the Master Agreement.

3. Description of Service

This Addendum assumes connection at 1Gbps to CalREN via use of CENIC owned or leased fiber or services and CENIC managed equipment.

4. Site Responsibilities

For each County site connecting to CalREN County will provide a contact with whom CENIC will coordinate on provisioning details. At each site identified for connection County will provide appropriate electrical power, racking, and interconnection into the site's local area network. Specifications for CENIC's requirements, as well as specifications for CENIC managed equipment to be located at a County site, will be provided via email as sites are identified for connection. Specifications may vary by site or due to changes in technology that may occur over time. Equipment Location must allow 30" clearance in front and behind each rack and must be a secured location.

5. Maintenance of Service

CENIC shall maintain the service in good working condition in accordance with best common practices and as defined in the CENIC Network Operations Center ("NOC") Policies and Practices on the CENIC web site at <http://noc.cenic.org/policies/index.html>. The CENIC NOC shall be available to respond to service problems seven (7) days a week, and twenty-four (24) hours per day.

6. Costs and Payment for Service

This service will be provided at no cost for the initial term of this Addendum. However, expenses related to County equipment and support of that equipment is the responsibility of County.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date shown below by their respective duly authorized representatives.

For CENIC

For COUNTY OF EL DORADO

Signature

Signature

Louis Fox
Name

Ron Briggs
Name

President and Chief Executive Officer
Title

Chair, Board of Supervisors
Title

Date

Date

558-S1311