

**NOVATION AGREEMENT BETWEEN
THE IMPERIAL COUNTY OFFICE OF EDUCATION
COLUMBIA TELECOMMUNICATIONS CORPORATION
and
LOS GATOS LIBRARY
FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as “Novation,” is entered into as of March 31, 2024, by and between the Imperial County Office of Education, hereinafter referred to as “ICOE,” the Los Gatos Library, hereinafter referred to as “Library,” and Columbia Telecommunications Corporation, hereinafter referred to as “CTC.” ICOE, CENIC, and 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, 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 entered into the Original Agreement with Califa, dated June 10, 2020, to obtain one or more data circuits to connect the Library to the CENIC high-speed broadband fiber network, CalREN, and, if specified in Appendix #1 and subsequent Addenda, attached, to connect the Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

WHEREAS, as of May 1, 2022, the California State Library appointed Columbia Telecommunications Corporation (“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.

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 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 CTC pursuant to the terms of the grant program administered by the California State Library.

ATTACHMENT 2

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

1. The Original Agreement is hereby amended to replace the reference to "CTC" with a new reference to "ICOE."
2. The Original Agreement remains in full force and effect as between the Library and ICOE from the date of this Agreement, and 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 the Library to comply with the terms and conditions of the Original Agreement.
6. **TERM OF THIS AGREEMENT.** This Agreement shall be effective from March 31, 2024, through June 30, 2024. This Agreement will automatically renew unless one party notifies the other at least 60 days before June 30, 2024.

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 ICOE

Signature

Name

Title

Date