

MASTER AGREEMENT BETWEEN CENIC AND MONTEREY COUNTY FREE LIBRARIES

This Master Agreement ("Agreement") is entered into as of _____, 2015 by and between the Corporation for Education Network Initiatives in California ("CENIC") a California public benefit corporation, and the County of Monterey, by and through its Monterey County Free Libraries, jointly referred to as "MCFL" All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

CENIC
Louis Fox
President and CEO
16700 Valley View Ave, Suite 400
La Mirada, CA 90638
714-220-3440

Monterey County Free Libraries
Jayanti Addleman
Library Director
188 Seaside Circle
Monterey, CA 93933

1. Relationship between the Parties

CENIC operates advanced network services to support the research and education community in California. CENIC has contracted to provide advanced services networking and Internet services to libraries throughout the state on behalf of the California State Library. MCFL 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 MCFL 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. MCFL 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 MCFL equipment and support of the equipment is the responsibility of MCFL.

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. Either party may terminate this Master Agreement upon sixty (60) days advance written notice to the other party.

Upon termination of this Master Agreement, if MCFL is in possession of any CENIC equipment, MCFL must return all CENIC equipment to CENIC in the same condition as when it was delivered, normal wear and tear excepted. MCFL shall have thirty (30) days from the date of termination to return equipment to CENIC. If equipment is not returned within thirty (30) days of termination, CENIC may use any lawful means necessary to obtain the equipment. If equipment is not returned with sixty (60) days of termination, CENIC will invoice MCFL, and MCFL will reimburse CENIC the cost to replace 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. MCFL shall have sixty (60) 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 MCFL and CENIC. MCFL 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.** MCFL agrees to comply with the CENIC Acceptable Use Policy as may be in force at the time such services are made available to MCFL per an Addendum to this Agreement. The CENIC AUP is available at <http://cenic.org/network/acceptable-use-policy>.
- 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 MCFL 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, MCFL 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 MCFL or MCFL's agents, employees, or other persons acting on MCFL'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 MCFL 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.

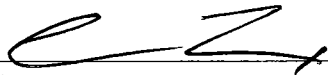
11. Dispute Resolution.

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 non-binding arbitration, prior to the initiation of any legal action in a court of competent jurisdiction.

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

For CENIC

For MONTEREY COUNTY FREE LIBRARIES


Signature


Signature

Louis Fox
Name

FOX Jayanti Addleman
Name

President & Chief Executive Officer
Title

Library Director
Title

9/9/2015
Date

9-16-2015
Date


Signature

Bill Paik
Name

Chief Financial Officer
Title

9/9/15
Date

Date

CENIC Communications Services Contract
Addendum 1: CalREN Network Services
For MCFL

This Addendum is incorporated by reference into the Master Agreement between CENIC and Monterey County/MCFL 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 for a period of 5 years, on July 1st, unless intention not to renew is delivered by either party to the other party at least sixty (60) days prior to the anniversary date

1. Scope of Service

The service to be provided to MCFL 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 MCFL 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.

The connections provided are for MCFL and MCFL patrons and employees use only. The County of Monterey Internet connection will serve as a backup connection to MCFL in the event of any local CalREN service or connection failures. MCFL's CalREN connection will serve as a backup connection to the County of Monterey in the event of any County of Monterey Internet service or connection failures. Any use of these connections by any entity other than MCFL and the County of Monterey for any reason other than those stated herein shall be considered a breach of this agreement and, as such, shall cause the connections to be subject to immediate termination by CENIC.

The Service is contingent upon MCFL either maintaining colocation of MCFL network equipment with CENIC's equipment in the same facility or purchasing connectivity between the two locations should either or both parties move to different facilities.

2. Term of Service

This Agreement shall be in effect from the last date of signature ("Effective Date") through June 30, 2016. This agreement will automatically renew unless one party notifies the other of intent not to renew at least sixty (60) days in advance of June 30, 2016 and of each June 30 of each renewal period for a period of 5 years, through June 30, 2020.

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. 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://cenic.org/network/policies>. The CENIC NOC shall be available to respond to service problems seven (7) days a week, and twenty-four (24) hours per day.


5. Costs and Payment for Service

Total Non-Recurring Costs (NRC) of One thousand (\$1,000.00) dollars to be invoiced upon installation of the cross connect. MCFL will have thirty (30) days from receipt of invoice to provide payment.

Any expenses related to MCFL circuits, equipment, and support of that equipment are the responsibility of MCFL.

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



Signature

Louis Fox

Name


President & Chief Executive Officer

Title

9/9/2015

Date

For MONTEREY COUNTY FREE LIBRARIES



Signature

For
Jayanti Addleman

Name

Library Director

Title

09-16-15

Date



Signature

Bill Paik

Name

Chief Financial Officer

Title

9/9/15

Date