



AGREEMENT BETWEEN THE LAKE COUNTY LIBRARY AND THE IMPERIAL COUNTY OFFICE OF EDUCATION FOR THE IMPLEMENTATION OF THE CALIFORNIA COLLABORATIVE CONNECTIVITY GRANT

This Agreement, hereinafter referred to as “Agreement,” establishes an Agreement between the Imperial County Office of Education (“ICOE”) and the Lake County Library (“Agency”) in support of broadband connectivity improvements under the California Collaborative Connectivity (CCC) Grant administered by the California Library Connect program managed by ICOE.

This Agreement is entered into as of September 1, 2025. All written communications between the parties shall be addressed as follows, unless and until amended in writing by the respective party.

ICOE:

Luis Wong
Chief Executive Officer
1398 Sperber Road
El Centro, CA 92243
Phone: (760) 312-6158
Email: luis.wong@icoe.org

Agency:

Shane French
Information Technology Director
255 North Forbes Street
Lakeport, CA 95453
Phone: 707-263-2845
Email: shane.french@lakecountyca.gov

1. Background.

The California Collaborative Connectivity (CCC) Grant, administered by the California Library Connect program and funded by the California State Library, is a funding opportunity designed to strengthen broadband infrastructure in public libraries across California. With support from remaining funds under AB 128 in the amount of \$750,000, this program prioritizes underserved and hardship-impacted communities by providing up to \$100,000 per project for connectivity improvements, \$50,000 for internal network infrastructure, and \$10,000 for staff training.

The Agency applied to the CCC grant and was awarded pursuant to the Grant Guidelines (<https://drive.google.com/file/d/1seIS8R2UEj67q1m8miEjUdZMkfuOP-kJ/view?usp=sharing>) during the summer of 2025.

2. Effective Date and Term.

- a. The Effective Date of the Agreement shall be the date the last party to this Agreement signs the Agreement.
- b. The Term of the Agreement shall be from the Effective Date of this agreement through June 30, 2027.

3. Definitions and Key Descriptors.

- a. “Parties” refers to the Imperial County Office of Education (ICOE) serving as the lead and fiscal agent for the California Library Connect program (CLC) and the subsequent California Collaborative Connectivity Grant (CCC), and the Lake County Library (Agency).
- b. “Party” refers to either ICOE or the Agency.
- c. “CLC” refers to the California Library Connect program sponsored by the California State Library, with the mission to enable California library patrons and staff across the state to access a reliable high-speed network.
- d. “CCC” refers to the California Collaborative Connectivity Grant funded under the California State Library Building Forward Funds (AB128).
- e. Grantees are California Public Library Jurisdictions or their representatives that applied for funding during the application period of June 1, 2025, through July 31, 2025, and were awarded based on a multi-reviewer scoring of all received applications.

4. ICOE Responsibilities. Imperial County Office of Education, as the administrator of the CCC Grant, will have the following responsibilities:

- a. Disburse grant funds on a reimbursement basis, contingent on submission of paid invoices, receipts, and proof of payment (e.g., cleared checks or bank statements), and compliance with the CCC Grant’s eligible cost categories, project scope, and reporting requirements.
- b. Review and process reimbursement requests in a timely manner.
- c. Provide ongoing assistance and programmatic guidance.
- d. Notify the Agency of any changes to disbursement procedures or grant policy updates.

5. AGENCY Responsibilities. In order to receive services through this Agreement, Agency agrees to:

- a. Comply with all grant program requirements, eligibility conditions, and deadlines.
- b. Provide documentation of all expenditures and local match contributions, if applicable.
- c. Ensure project completion by June 30, 2026.
- d. Submit progress reports and a final impact survey.
- e. Maintain complete financial and project records for audit purposes for 5 years.
- f. Use funds only for approved, eligible purposes.
- g. Report any potential issues or problems that may prevent the Agency from meeting its obligations under this agreement.

6. Grant Funds Disbursement. In order to receive services through this Agreement, Agency acknowledges that:

- a. Grant funds will be disbursed on a reimbursement basis contingent upon submission of proper documentation as described herein. Notwithstanding the foregoing, **thirty percent (30%) of the total awarded grant amount will be**

withheld until the Agency has submitted all required final reports, including financial documentation and program impact survey, and ICOE has approved such reports as complete.

- b. Final payment shall be made within thirty (30) days following ICOE's approval of the Agency's final reporting.
7. **Proper Use Of Grant Funds.** In order to receive services through this Agreement, the Agency agrees that:
 - a. Funds awarded under this Agreement may not be used to supplant, replace, or reduce any other grant funding received from the California State Library. Grant funds must be used to supplement existing resources and expand program capacity, not to substitute for funding already awarded or otherwise available through other California State Library grants.
 - b. The Grantee shall not seek reimbursement for any expenses used to meet cost-sharing or matching requirements of any other California State Library-funded program.
8. **Grant Reporting.** In order to receive services through this Agreement, Agency agrees to the following:
 - a. Progress Reports: A first progress report is due no later than January 31, 2026. A second progress report is due no later than July 31, 2026. If the project is completed prior to July 31, 2026, the Agency may forgo submission of the second progress report.
 - b. Final Report and Impact Survey: A final report, including the required impact survey, is due no later than November 30, 2026. If the project is completed earlier, the Agency may submit the final report and impact survey prior to this date.
 - c. Early Completion Option: Should the Agency complete the project before July 31, 2026, it may submit the final report in lieu of the second progress report. Upon ICOE's acceptance of the final report and impact survey, the Agency shall be eligible to receive the withheld thirty percent (30%) of its grant award, notwithstanding the November 30, 2026, deadline.
9. **Project Timelines.** All Parties understand that the timeline **for completing the activities for this project is June 30, 2026.** Time is of the essence, and all Parties agree to use their best efforts to meet the expected timeframe.
10. **Grant Project Description.** In order to receive funding through this Agreement, Agency agrees to use funds according to the applicant's grant submission(s) as detailed in Appendix A.
11. **Funding Amount.** Total amount funded is \$210,000.00 as detailed in Appendix A.

12. Termination.

- a. In the event that any Party fails to perform on a material term of this Agreement, the other Parties have the right to terminate the Agreement upon sixty (60) days' written notice, with all other rights and remedies available to it at law and equity.

13. Indemnification.

- a. Agency agrees to indemnify, defend, and hold harmless ICOE, its officers, agents, and employees against any claim, liability, loss, injury, or damage imposed on ICOE arising out of the Agency's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of ICOE, its officers, agents, and employees. If obligated to indemnify, defend, or hold harmless the Agency under this Agreement, the Agency shall reimburse ICOE for all costs, attorney's fees, expenses, and liabilities associated with any resulting legal action. The Agency shall seek ICOE approval of any settlement that could adversely affect the ICOE, its officers, agents, or employees.
- b. ICOE agrees to indemnify, defend, and hold harmless the Agency, its officers, agents, and employees against any claim, liability, loss, injury, or damage imposed on the Agency arising out of ICOE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of the Agency, its officers, agents, and employees. If obligated to indemnify, defend, or hold harmless ICOE under this Agreement, ICOE shall reimburse the Agency for all costs, attorney's fees, expenses, and liabilities associated with any resulting legal action. ICOE shall seek the Agency's approval of any settlement that could adversely affect the Agency, its officers, agents, or employees.

14. Arbitration. ICOE and Agency agree that should any controversy or claim arise out of or relating to this Agreement, they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by ICOE and Agency and paid for by ICOE and Agency, absent an agreement otherwise. If, after mediation, there is no resolution of the dispute, ICOE and Agency agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

- a. ICOE and Agency shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
- b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The agreement shall be binding and conclusive on ICOE and Agency.
- c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the

arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term “costs and fees” includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney’s fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The arbitrator's decision is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this paragraph.

15. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Proper venue for any dispute regarding this Agreement shall lie in Imperial County, California.
16. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of agreement between the Parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements by the Parties. Neither Party has been induced to enter the Agreement by, nor is either Party relying on, any representation or warranty outside those expressly set forth in the Agreement.
17. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though all Parties prepared it.
18. **Assignment.** Unless authorized in writing by all Parties, no Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Parties.
19. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
20. **No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
21. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of any Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
22. **Amendment.** This Agreement may only be altered, amended, or modified by a written instrument executed by both ICOE and Agency. ICOE and Agency agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
23. **Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed

from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

24. **Execution of Counterparts.** If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as ICOE and Agency preserve undestroyed shall together constitute one and the same Agreement.
25. **Authority.** ICOE and Agency warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
26. **Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
27. **Notice.** Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties. Parties shall promptly update each other when representatives and contact information change.

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The Parties' representatives shall be:

ICOE:

Luis Wong
Chief Executive Officer
1398 Sperber Road
El Centro, CA 92243
Phone: (760) 312-6158
Email: luis.wong@icoe.org

Agency:

Shane French
Information Technology Director
255 North Forbes Street
Lakeport, CA 95453
Phone: 707-263-2845
Email: shane.french@lakecountyca.gov

Communications regarding the administration of this Agreement shall be made to the Parties' representatives. Communications regarding technical matters underlying the Agreement can be made to either the Parties' representatives or the following persons:

ICOE:

Angela Jones
Program Specialist
1398 Sperber Road
El Centro, CA 92243
Phone: (760) 312-6158
Email: ajones@icoe.org

Agency:

Shane French
Information Technology Director
255 North Forbes Street
Lakeport, CA 95453
Phone: 707-263-2845
Email: shane.french@lakecountyca.gov

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date hereof.

For Imperial County Office of Education

Luis Wong
Chief Executive Officer, Network Initiatives

For Lake County Library

Shane French
Information Technology Director

Signature

Signature

Date Signed

Date Signed

Appendix A – Grant Project Details

Project 1

Grant Category: Network Design (internal wiring, network equipment)

Project Title: Network Modernization and Security Improvements

Project Description: This project will upgrade the network backbone and access layers at all library branches to support current and future digital needs. By replacing outdated equipment and enhancing network design, the County of Lake Library will deliver faster, more secure, and more resilient internet access for patrons and staff.

Project Budget:

Total Project Cost	\$50190
CCC Grant Awarded Amount	\$50000
Local Match (if applicable)	\$190

Project 2

Grant Category: Network Design (internal wiring, network equipment)

Project Title: Inside Wiring Modernization for Lakeport Library

Project Description: Modernize the Lakeport Library's internal network wiring to deliver higher network capacity, greater reliability, improved security, and enable enhanced digital services for patrons and staff.

Project Budget:

Total Project Cost	\$50000
CCC Grant Awarded Amount	\$50000
Local Match (if applicable)	\$0

Project 3

Grant Category: Network Design (internal wiring, network equipment)

Project Title: Inside Wiring Modernization for Redbud Library

Project Description: Modernize the Redbud Library's internal network wiring to deliver higher network capacity, greater reliability, improved security, and enable enhanced digital services for patrons and staff.

Project Budget:

Total Project Cost	\$50000
CCC Grant Awarded Amount	\$50000
Local Match (if applicable)	\$0

Project 4

Grant Category: Network Design (internal wiring, network equipment)

Project Title: Inside Wiring Modernization for Upper Lake Library

Project Description: Modernize the Upper Lake Library's internal network wiring to deliver higher network capacity, greater reliability, improved security, and enable enhanced digital services for patrons and staff.

Project Budget:

Total Project Cost	\$50000
CCC Grant Awarded Amount	\$50000
Local Match (if applicable)	\$0

Project 5

Grant Category: Technical Training for Staff

Project Title: Technical Network Training for Library IT support staff-Security

Project Description: Enhance the technical expertise of IT personnel across County of Lake library branches by providing targeted training on Palo Alto Networks firewalls. This initiative will ensure robust deployment and management of new layer 7 firewalls, enabling advanced threat prevention and safeguarding both patron and staff digital activities.

Project Budget:

Total Project Cost	\$10000
CCC Grant Awarded Amount	\$10000
Local Match (if applicable)	\$0