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FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE SISKIYOU COUNTY LIBRARY (LIBRARY) AND THE IMPERIAL COUNTY OFFICE OF EDUCATION (ICOE) FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES.

This First Amendment is entered into effectively as of the date on which it is executed by both parties.

This First Amendment replaces Appendix 1, *"Provision, Installation, and Maintenance of Advanced Network (Data) Services: Reimbursement of Circuit Costs,"* to the Original Agreement entered into by Siskiyou County and Columbia Telecommunications Corporation d/b/a CTC Technology and Energy on July 1, 2022, as subsequently novated to the Imperial County Office of Education (ICEO) and amended through the Novation Agreement entered into between the Siskiyou County Library and ICEO on March 22, 2024. Appendix 1 of the Agreement is hereby deleted and replaced with the Appendix 1 attached to this First Amendment. The changes indicated in this Amendment will be effective as of July 1, 2026. The purpose of this revision is to renew the Library circuits as detailed in the new Appendix 1.

All other terms and conditions of the original Agreement remain in place and unchanged.

(Signatures follow on the next page)

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IN WITNESS WHEREOF, County and Imperial County Office of Education (ICOE) have executed this first addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date:_____ _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR : IMPERIAL COUNTY OFFICE OF EDUCATION (ICOE)

Date: 9/24/2026 _____

DocuSigned by:
Luis Wong
500215F0EBDB4C1...

Luis Wong, Chief Executive Officer

Date: 9/24/2026 _____

DocuSigned by:
Angela Jones
17843770F5A7F4F1...

Angela Jones, Program Specialist

License No.:_____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	602010	712000	
1001	602010	712200	
1001	602010	712000-174	

Encumbrance number (if applicable): E2600383

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

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Fiscal Year	Fund	Organization	Account	Activity Code	Cost
FY 26/27	1001	602010	712000	N/A	NTE $115,336
FY 26/27	1001	602010	712000	174	NTE $5,000

Funds associated with ACTV 174 are included in case the 8% surcharge estimate (based on the surcharges and fees found in the current contract) is an underestimate. This safeguard would allow the contract to be paid without affecting the General Fund and not over-encumbering the General Fund.

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APPENDIX 1

PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES: Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of ICOE and the Library for connecting CENIC's fiber optic backbone to the Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g., direct connections between libraries (defined as "Services" in the Agreement). The Library understands that CENIC will bill ICOE, and ICOE will bill the Library for the costs of circuits charged by network service providers, including any taxes, surcharges, and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits. Such credits will be passed from CENIC to ICOE and from ICOE to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed, and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the service and circuit costs will depend on coordination among CENIC, the Library, and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to the library upon receipt of the invoice from the network service provider to CENIC.

Items to Consider While Reviewing Quotes

- Pricing does NOT include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's *actual* cost.

- If an Out of Band line is required, Associate must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.

- Annual Recurring Costs (ARC) items are invoiced annually.

- Non-Recurring Costs (NRC) items are one-time costs billed upon execution of contract.

- Monthly Recurring Costs (MRC) items are billed quarterly, first billing will occurr after handoff.
  - E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated.
  - Actual discount percentage will be identified by USAC at a later point. E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Broadband Access Administrator cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change. E-rate % noted is based on current FY estimate and CTF is a 50% discount of the remaining cost after E-rate has been applied.
  - Due to the consortial nature of CENIC's E-rate application, the E-rate discount level may not be finalized until next Spring of the following year (late March or early April).

- E-rate Costs may take up to 18 months to activate due to USAC processing time. Please budget for the full undiscounted costs for the initial period.

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CENIC

Associate: Siskiyou County Public Library

Budget Summary Description: Y12 FY 26-27 Renewals

Quote Date: 2/17/2026

Quote Expiration: 5/18/2026

Contract Number:

		Line Item	NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost	Term Length
	1	Equipment				
	2	Equipment Maintenance			$2,000.00	
	3	Facilities				
		Membership				
[1]	4	Circuit deployment Fee				
	5	Circuit		$9,444.60		
		Total	$0.00	$9,444.60	$2,000.00	

Annual Cost	$115,335.20
Discounted Annual Cost	$16,573.52
Total for Year 1	$115,335.20
Discounted Annual Cost Year 1	$16,573.52

Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices based on CENIC's cost as the time of purchase. Due to the current uncertainty regarding the timing and differing tariff levels that may be applied, all equipment costs are subject to change and will be invoiced based on CENIC's cost at the time of purchase.

[1] The California State Library requested, and received funding through the Budget Act of 2021, AB 128, Chapter 21, 2021 Statute, to pay for Circuit Deployment Fees (CDF) on behalf of public libraries connecting to CalREN. The full text can be found here: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB128

Version 2.1

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CENIC

*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.

E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point

LOC A	LOC Z	Carrier Info							CENIC - Cross Connect		E-rate Discount	80.00%	Total Discounted MRC (CTF & E-rate)*	Total Discounted NRC*
Site Name	Site Name	Service Provider	Service Type	Requested Bandwidth (1)	Est Contract End Date	Non Recurring Cost*	MRC for 5 year term*	Add'l MRC (e.g. Collector Circuit)	NRC	MRC	Discounted NRC*	Discounted MRC*	$1,214.46	$0.00
Siskiyou County Free Library - Dorris	Siskiyou County Free Library	Cal-Ore		100 Mbps	7/1/31	$0.00	$300.00				$0.00	$30.00		Renewal
Siskiyou County Free Library - ETNA	Siskiyou County Free Library	Cal-Ore		100 Mbps	7/1/31	$0.00	$1,000.00				$0.00	$100.00		Renewal
Siskiyou County Free Library - Ft. Jones	Siskiyou County Free Library	Cal-Ore		100 Mbps	7/1/31	$0.00	$1,000.00				$0.00	$100.00		Renewal
Siskiyou County Free Library - Happy Camp	Siskiyou County Free Library	Cal-Ore		100 Mbps	7/1/31	$0.00	$1,000.00				$0.00	$100.00		Renewal
Siskiyou County Free Library - McCloud	Siskiyou County Free Library	Northland/Vyve		100 Mbps	7/1/31	$0.00	$750.00				$0.00	$75.00		Renewal
Siskiyou County Free Library - Scott Bar	Siskiyou County Free Library	Cal-Ore		100 Mbps	7/1/31	$0.00	$1,000.00				$0.00	$100.00		Renewal
Siskiyou County Free Library - Tulelake	Siskiyou County Free Library	Cal-Ore		100 Mbps	7/1/31	$0.00	$300.00				$0.00	$30.00		Renewal
Siskiyou County Free Library	CalREN	AT&T		1 Gbps	6/30/30	$0.00	$801.90		$0.00	$300.00	$0.00	$380.19		Existing
Siskiyou County Free Library - Dunsmuir	Siskiyou County Free Library	Cal-Ore		100 Mbps	6/30/26	$0.00	$800.00				$0.00	$80.00		Existing
Siskiyou County Free Library - Montague	Siskiyou County Free Library	AT&T		100 Mbps	6/30/30	$0.00	$592.70				$0.00	$59.27		Existing
Siskiyou County Free Library - Mt. Shasta	Siskiyou County Free Library	Cal-Ore		100 Mbps	6/30/26	$0.00	$800.00				$0.00	$80.00		Existing, M2M services for FY 26-27
Siskiyou County Free Library - Weed2	Siskiyou County Free Library	Cal-Ore		100 Mbps	6/30/26	$0.00	$800.00				$0.00	$80.00		Existing, M2M services for FY 26-27

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[1] 100Mbps, 250Mbps, 500Mbps, 1Gbps, 10Gbps, 100Gbps,

Libraries Budget Estimation
Print Date: 7/24/2026
Library System: Siskiyou County Free Library
Library Jurisdiction: Siskiyou County Free Library
Library Name: Siskiyou County Free Library

Fiscal Year: FY26-27
Estimated E-rate Subsidy: 80%
Estimated Taxes and Surcharges: 12%
Reimbursement Type: Check



- Subsidy eligible costs (subsidy amounts are estimates only, as stated on multiple occasions, determined by USAC)
- Subsidies are received after a multi-step review process and can take over a year to be disbursed
- *C2B is currently showing flat $/mo on the quote instead of MRC
- **C2B recommends considering this process for the 3rd year

System	Jurisdiction	A Loc Site Name	Esc Name	Action	Old MRC	Old NRC	Requested Bandwidth	Provider	Estimated Service Provider Contract End Date	Discount	Cross Connect NRC	Cross Connect MRC	Equipment MRC	Facilities MRC	Closure Disconnect Fee	Equipment Maint MRC
	Siskiyou County Free Library	Siskiyou County Free Library - Davis	Siskiyou County Free Library	Renewal	$ 300.00		100 Mbps	Cal-Ore	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library - Etna	Siskiyou County Free Library	Renewal	$ 1,000.00		100 Mbps	Cal-Ore	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library - Ft. Jones	Siskiyou County Free Library	Renewal	$ 1,000.00		100 Mbps	Cal-Ore	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library - Happy Camp	Siskiyou County Free Library	Renewal	$ 1,000.00		100 Mbps	Cal-Ore	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library - McCloud	Siskiyou County Free Library	Renewal	$ 750.00		100 Mbps	Northland/Vyve	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library - Scott Bar	Siskiyou County Free Library	Renewal	$ 1,000.00		100 Mbps	Cal-Ore	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library - Tulelake	Siskiyou County Free Library	Renewal	$ 300.00		100 Mbps	Cal-Ore	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library - Mt. Shasta	Siskiyou County Free Library	Existing (Moving to Permit)	$ 800.00		100 Mbps	Cal-Ore	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library - Weed	Siskiyou County Free Library	Existing (Moving to Permit)	$ 800.00		100 Mbps	Cal-Ore	7/1/2031							
	Siskiyou County Free Library	Siskiyou County Free Library	Colton Connection	Existing	$ 861.50		1 Gbps	AT&T	6/30/2030			$ 300.00				$ 2,000.00
	Siskiyou County Free Library	Siskiyou County Free Library - Dunsmuir	Siskiyou County Free Library	Existing	$ 800.00		100 Mbps	Cal-Ore	6/30/2026							
	Siskiyou County Free Library	Siskiyou County Free Library - Montague	Siskiyou County Free Library	Existing	$ 592.70		100 Mbps	AT&T	6/30/2030							

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Libraries Budget Estimation	
Print Date:	7/28/2026
Library System:	Siskiyou County Free Library
Library Jurisdiction:	Siskiyou County Free Library
Library Name:	Siskiyou County Free Library
Fiscal Year:	FY 26-27
Estimated E-rate Subsidy:	80%
Estimated Taxes and Surcharges:	12%
Reimbursement Type:	Check



* Subsidy eligible costs (Subsidy amounts are estimates and calculated according to current rates determined by USAC)
* Subsidies are received in arrears and library may not see a credit or reimbursement for 12-18 months
-ICOE recommends allowing for 12% tax on the non discounted MRC
**ICOE recommends encumbering the gross cost for the first year

Summary of Costs No Taxes

Description	NRC - Non-Recurring Costs (A)	ARC - Annual Recurring Costs (B)	MRC - Monthly Recurring Costs (C)	Adjustment Grant	Gross Annual MRC (Cx12)	Estimated Annual E-Rate Discount	Estimated Annual CTF (50% of cost after E-Rate discount) ^	Estimated Library Annual Cost for MRC after Discounts ^
CSL Grant Equipment & Annual Maintenance	$ -	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ -
Equipment and Annual Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Facilities (NRC)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cross Connects	$ -	$ -	$ 300.00	$ -	$ 3,600.00	$ -	$ -	$ 3,600.00
Circuit Deployment Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Circuit(s) - A location	$ -	$ -	$ 9,144.60	$ -	$ 109,735.20	$ 87,788.16	$ 10,973.52	$ 10,973.52
Circuit(s) - Z location (Collector) *	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CIOD Phone Line	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotals	$ -	$ 2,000.00	$ 9,444.60	$ 2,000.00	$ 113,335.20	$ 87,788.16	$ 10,973.52	$ 14,573.52

Yearly Breakdown No Taxes	Total Cost - No subsidy (Gross) **	Estimate E-rate Subsidy NRC*	CSL Grant Covers Equipment Costs including Annual Maintenance through FY 2028-29	Cost After Grants Applied	Estimated E-rate Subsidy MRC*	Estimated CTF Subsidy MRC*	Total Estimated Cost Annually After Discounts*	Fiscal Year
Year 1 Costs (A+B+(C+x12)	$ 115,335.20	$ -	$ (2,000.00)	$ 113,335.20	$ (87,788.16)	$ (10,973.52)	$ 14,573.52	FY 26-27
Year 2 Costs (B+(Cx12))	$ 115,335.20		$ (2,000.00)	$ 113,335.20	$ (87,788.16)	$ (10,973.52)	$ 14,573.52	FY 27-28
Year 3 Costs (B+(Cx12))	$ 115,335.20		$ (2,000.00)	$ 113,335.20	$ (87,788.16)	$ (10,973.52)	$ 14,573.52	FY 28-29
Year 4 Costs (B+(Cx12))	$ 115,335.20		$ -	$ 115,335.20	$ (87,788.16)	$ (10,973.52)	$ 16,573.52	FY 29-30
Year 5 Costs (B+(Cx12))	$ 115,335.20		$ -	$ 115,335.20	$ (87,788.16)	$ (10,973.52)	$ 16,573.52	FY 30-31
5-Year Totals	$ 576,676.00	$ -	$ 10,000.00	$ 570,676.00	$ (438,940.80)	$ (54,867.60)	$ 76,867.60	

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Libraries Budget Estimation

Print Date: 7/28/2026

Library System: Bayou County Free Library

Library Jurisdiction: Bayou County Free Library

Library Name: Bayou County Free Library

Fiscal Year: FY 26-27

Estimated E-rate Subsidy: 80%

Estimated Taxes and Surcharges: 12%

Reimbursement Type: Check



* Subsidy eligible costs (Subsidy amounts are estimates and calculated according to current rates determined by USAC)
* Subsidies are received in arrears and library may not see a credit or reimbursement for 12-18 months
~ICOE recommends allowing for 12% tax on the non discounted MRC
**ICOE recommends encumbering the gross cost for the first year

Summary of Costs with Taxes

Description	NRC - Non-Recurring Costs (A)	ARC - Annual Recurring Costs (B)	MRC - Monthly Recurring Costs (C)	Adjustment Grant	Estimated Monthly Taxes (D)	Gross Annual MRC with Tax (C+Dx12)	Estimated Annual E-Rate Discount	Estimated Annual CTF (50% of cost after E-Rate discount) ^	Estimated Library Annual Cost for MRC after Discounts *
CSL Grant Equipment & Annual Maintenance	$ -	2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ -
Equipment Maintenance (NRC)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Facilities (NRC)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ 300.00	$ -	$ 36.00	$ 4,032.00	$ 28.80	$ -	$ 4,003.20
Cross Connects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Circuit Deployment Fee (CDF)	$ -	$ -	$ 9,144.60	$ -	$ 1,097.35	$ 122,903.42	$ 98,322.74	$ 10,973.52	$ 13,607.16
Circuit(s) - A location	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Circuit(s) - Z location (Collector) *	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ODE Phone Line	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotals	$ -	$ 2,000.00	$ 9,444.60	$ 2,000.00	$ 1,133.35	$ 126,935.42	$ 98,351.54	$ 10,973.52	$ 17,610.36

Yearly Breakdown with Taxes	Total Cost - No subsidy (Gross) **	Estimate E-rate Subsidy NRC*	CSL Grant Covers Equipment Costs Including Annual Maintenance through FY 2028-29	Cost After Grants Applied	Estimated Erate Subsidy MRC*	Estimated CTF Subsidy*	Total Estimated Cost Annually After Discounts*	Fiscal Year
Year 1 Costs (A+B+(C+D)x12))	$ 128,935.42	$ -	$ (2,000.00)	$ 126,935.42	$ (98,322.74)	$ (10,973.52)	$ 17,639.16	FY 26-27
Year 2 Costs (B+((C+D)x12))	$ 128,935.42		$ (2,000.00)	$ 126,935.42	$ (98,322.74)	$ (10,973.52)	$ 17,639.16	FY 27-28
Year 3 Costs (B+((C+D)x12))	$ 128,935.42		$ -	$ 126,935.42	$ (98,322.74)	$ (10,973.52)	$ 17,639.16	FY 28-29
Year 4 Costs (B+((C+D)x12))	$ 128,935.42		$ -	$ 126,935.42	$ (98,322.74)	$ (10,973.52)	$ 17,639.16	FY 29-30
Year 5 Costs (B+((C+D)x12))	$ 128,935.42		$ -	$ 126,935.42	$ (98,322.74)	$ (10,973.52)	$ 17,639.16	FY 30-31
5-Year Totals	$ 644,677.12	$ -	$ (4,000.00)	$ 634,677.12	$ (491,613.70)	$ (54,867.60)	$ 88,195.80	

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NOVATION AGREEMENT BETWEEN THE IMPERIAL COUNTY OFFICE OF EDUCATION, and the SISKIYOU 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 3/22/2024 by and between the Imperial County Office of Education, hereinafter referred to as "ICOE," and Siskiyou County Library, hereinafter referred to as "the 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 Technology 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 Siskiyou County Library is attached hereto as Exhibit "A" 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:

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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 3/22/2024, 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.

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IN WITNESS WHEREOF, County and ICOE have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU for the
SISKIYOU COUNTY LIBRARY

Date: 3/22/2024

DocuSigned by:
[signature]
MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: DocuSigned by: Wendy Winningham
Deputy

CONTRACTOR: IMPERIAL COUNTY
OFFICE OF EDUCATION (ICOE)

Date: 3/22/2024

DocuSigned by: Luis Wong
Luis Wong, Chief Executive Officer

TAXPAYER I.D. _____

ACCOUNTING:

Accounting located on next page.

Encumbrance number (if applicable): E2400100

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

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Fiscal Year	Fund	Organization	Account	Activity Code	Cost
FY 22/23	1001	602010	723000	N/A	NTE $122,906
FY 22/23	1001	602010	723000	174	NTE $5,000
FY 23/24	1001	602010	723000	N/A	NTE $122,906
FY 23/24	1001	602010	723000	174	NTE $5,000

Funds associated with ACTV 174 are included in case the 8% surcharge estimate (based on the surcharges and fees found in the current contract) is an underestimate. This safeguard would allow the contract to be paid without affecting the General Fund and not over-encumbering the General Fund.

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EXHIBIT A

AGREEMENT BETWEEN SISKIYOU COUNTY AND COLUMBIA TELECOMMUNICATIONS CORPORATION FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES

This Agreement, hereinafter referred to as "Agreement", is entered into as of July 1, 2022 by and between Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, hereinafter referred to as "CTC" and Siskiyou County Public Library, hereinafter referred to as "Library". CTC and Library are sometimes referred to in this Agreement 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.

Siskiyou County Library
Michael Perry
County Librarian
719 4th Street
Yreka, CA 96097

CTC Technology and Energy
Heather D. Mills
Vice President, Grant & Funding Strategies
10613 Concord Street
Kensington, MD 20895

WITNESS THAT

WHEREAS, CTC, is the Statewide Broadband Access Administrator for the California State Library Broadband Services Project ("Project"); and

WHEREAS, CTC, on behalf of the California State Library, has contracted with the Corporation for Education Network Initiatives in California ("CENIC") and its subsidiaries to provide high speed networking to libraries in California; and

WHEREAS, Library desires to enter into an agreement with CTC to obtain one or more data circuits to connect Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in Appendix #1, attached, to connect Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

NOW THEREFORE, Library and CTC enter into this Agreement:

1. **Purpose**

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

2. **Services to be Provided**
   Parties understand that the primary communications infrastructure provided by CENIC is the California Research and Education Network ("CalREN"). Services that CENIC will provide to Libraries will include use of CalREN and contracting for and provision of data circuits supplied by network service providers.

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CTC, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in the Appendix #1 attached which may be amended from time to time by mutually signed Addenda ("Services"). CTC assures Library that CENIC or CTC will notify Library of installation requirements and necessary maintenance instructions. Neither CENIC nor CTC shall be responsible for operating or maintaining software, equipment or cabling that connects equipment or network services not provided by CENIC for the Services unless specifically agreed to in writing by CENIC.

Parties agree to provide notice to the other Party within 10 calendar days of a failure by CENIC or the network service provider to deliver Services, or otherwise comply with the terms as described in this Agreement, including Appendix #1 and subsequent Addenda. If noticed non-performance is not cured in a timely manner, Parties agree to meet within 10 days of said notice and discuss appropriate remedies including but not limited to cancellation of related services or service credits as specified in the underlying agreements between CENIC and its network service provider and CTC and CENIC.

Library is responsible for calculating and paying any early termination penalties that might apply due to cancellation of existing connections so that it may receive Services under this Agreement.

Library is responsible for completing, signing, and submitting any required Letter of Agency, or related documentation, to confirm its participation in and eligibility for the E-rate Consortia and to authorize CENIC, as the E-rate Consortia lead, to act on its behalf as described under the Letter of Agency for the purpose of securing E-rate discounts.

Library is further responsible for completing, signing, and submitting any responsible Letter of Authorization, or related documentation, to the California Public Utilities Commission to authorize CTC and CENIC to act on its behalf to submit an application and supporting documentation for the purpose of receiving discounts on eligible network services as part of the California Teleconnect Fund program.

If Library is currently receiving E-rate funding for its existing services, Library remains responsible for continuing to apply for that E-rate funding until all CENIC Services are turned up and existing E-rate supported services are canceled.

3. Term and Termination of this Agreement

(a) TERM OF THIS AGREEMENT. This Agreement shall be in effect from July 1, 2022 until the termination of all Services including the circuits ordered under this Agreement (as defined in Appendix #1: CENIC Circuit Quote and any subsequent Addenda under this Agreement), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is "handed off" to Library pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to Library.

(b) TERMINATION. Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in Library paying any applicable circuit telecommunications carrier termination charges or similar early termination charges that CTC incurs under its agreement with CENIC resulting from early termination of the Service.

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(c) Notwithstanding the above, upon a sixty (60) day written notice prior to the second and each following June 30 after a circuit is installed, Library may cancel a circuit without penalty if it verifies to CTC and CENIC that funding to pay for that circuit is not available and Library agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the cancelled circuit.

(d) Library may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.

(e) CTC may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) day written notice to Library, in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.

4. Payment

CTC bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of a CTC invoice reflecting provision of the services for which the invoice is sent; or as otherwise agreed to by Library and CTC. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice. Library understands and agrees that CTC will only make payment to CENIC for services upon receipt of related payments from Library. If Library fails to make payments within thirty (30) days after receipt of invoice, it agrees to pay any reasonable late payment fees incurred by CTC under its agreement with CENIC.

Unless otherwise agreed to between the Parties, all circuit deployment fees, if any as set forth in Appendix #1 and subsequent Addenda are non-cancelable and nonrefundable. Upon termination of this Agreement, or any Services provided under this Agreement, any outstanding circuit deployment fees, outstanding recurring charges, non-recurring fees, applicable circuit termination charges, and applicable early termination penalties, shall become due and payable immediately upon termination.

5. Miscellaneous

(a) CONDITIONS OF USE. Library agrees to conform to the CENIC Appropriate Use Policy located at https://cenic.org/network/policies/acceptable-use-policy (revised September 13, 2004) and to any specific conditions of use imposed by network service providers or subcontractors providing communications services to CENIC as may be in force at the time such services are made available, including pursuant to an Addendum to this Agreement. If CENIC, subcontractors, or network service provider conditions of use are modified, Library will be notified and if Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days from the notice of the modification to terminate the affected Service(s) without penalty. Library must provide a 30-day written notice of its termination under this provision to CTC and CENIC. If Library does not elect to terminate the Service(s), Library must conform to the revised conditions of use. If Library fails to conform to the revised conditions of use, the Services may be subject to termination upon sixty (60) day notice to Library from CTC or CENIC.

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(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 only for the service defined in that Addendum.

(c) FORCE MAJEURE. Neither Party shall be responsible for performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving third parties, acts of third party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the reasonable control of the Parties.

(d) GOVERNING LAW. The laws of the State of California shall govern this Agreement.

(e) NON-LIBRARY USES: Library understands that this agreement covers only library use of CalREN and of circuits provided hereunder and Library agrees that no other uses will be made of the services provided herein.

6. 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 or amendment shall be binding unless in writing and signed by authorized representatives of both parties.

7. General Provisions

7.1 Nondiscrimination: During the performance of this Agreement,

(a) CTC and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.

(b) CTC shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

7.2 Severability: It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

7.3 Rights and Remedies: The rights and remedies of the Parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

7.4 Prior Agreements: Library agrees that any prior agreements entered into between any entity that previously served as the Broadband Administrator and the Library for the purpose of participating in the CENIC E-Rate Consortium or receiving services pursuant to that program has been terminated.

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8. **Indemnification.** Library agrees to indemnify, defend and save harmless CTC, its, officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC 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 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 Library, its officers, agents, or employees. CTC agrees to indemnify , defend, and save harmless Library, its trustees, officers, agents and employees from any and all liabilities accruing or resulting to 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 CTC 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 CTC, its officers, agents, or employees.

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IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 9/6/2022

DocuSigned by:
Brandon A. Criss
BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: DocuSigned by:
Wendy Winningham
Deputy

CONTRACTOR: CTC Technology and Energy

Date: 8/8/2022

DocuSigned by:
Joanne S. Hovis
Joanne Hovis, President

Date: 8/8/2022

DocuSigned by:
Sandi Yatvin
Sandi Yatvin, CFO and General Counsel

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 52-1442373

ACCOUNTING:
Fund Organization Account Activity Code (if applicable)
Accounting noted on following page

Encumbrance number (if applicable): E2200087 (FY 21/22)

If not to exceed, include amount not to exceed: Encumbrance noted on following page

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

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Fiscal Year	Fund	Organization	Account	Activity Code	Cost
FY 22/23	1001	602010	723000	N/A	NTE $122,906
	1001	602010	723000	174	NTE $5,000
FY 23/24	1001	602010	723000	N/A	NTE $122,906
	1001	602010	723000	174	NTE $5,000
FY 24/25	1001	602010	723000	N/A	NTE $122,906
	1001	602010	723000	174	NTE $5,000
FY 25/26	1001	602010	723000	N/A	NTE $122,906
	1001	602010	723000	174	NTE $5,000

Funds associated with ACTV 174 are included in case the 8% surcharge estimate (based on the surcharges and fees found in the current contract) is an underestimate. This safeguard would allow the contract to be paid without affecting the General Fund and not over-encumbering the General Fund.

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Appendix #1
Provision, Installation and Maintenance Of Advanced Network (Data) Services: Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of CTC and the Library for connecting CENIC's fiber optic backbone to Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries (defined as "Services" in the Agreement). Library understands that CENIC will bill CTC, and CTC will bill Library, for the costs of circuits charged by network service providers, including any taxes and surcharges, and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to CTC and from CTC to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the Service, and therefore of circuit costs, will be dependent on coordination among CENIC, the Library and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to Library upon receipt of invoice to CENIC from the network service provider.

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CENIC

Customer: Siskiyou County Free Library

Budget Summary Description: Renewals of Year 2 Sites & McCloud

Quote Date: FY21-22

	Line Item	NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost
1	Equipment	$0.00	$0.00	$0.00
2	Maintenance	$0.00	$0.00	$0.00
3	Installation	$0.00	$0.00	$0.00
4	Circuit	$0.00	$9,894.60	-
5	Circuit Deployment Fee	$2,550.00	$0.00	$0.00
	Total	$2,550.00	$9,894.60	$0.00

Annual Cost	**$118,735.20**
Discounted Annual Cost†	**$13,493.52**
Total First Year Cost	**$121,285.20**
Discounted Total First Year Cost†	**$16,043.52**

*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.

*If an Out of Band line is required, customer must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.

*NRC items are one-time costs billed upon execution of contract.

*MRC items are billed quarterly.

†E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point

†E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Califa cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change.

†E-rate Costs may take up to 18 months to activate due to USAC processing time

Version: 3.0

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CENIC

*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.

E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point

LOC A**			Carrier Info				Cross Connect		E-rate Discount	[redacted]	Total Discounted MRC	Total Discounted NRC	
Site Name	Site Name	Service Provider	Requested Bandwidth	Est Contract End Date	Non Recurring Cost	MRC for 5 year term	NRC	MRC	Discounted NRC	Discounted MRC	$1,124.46	$0.00	
Siskiyou County Free Library - Yreka	SACR2	AT&T	1 Gbps	7/1/2026	$0.00	$801.90	$0.00	$150.00	$0.00	$230.19	Renewal		
Siskiyou County Free Library - Dorris	Siskiyou County Free Library - Yreka	Cal-Ore	100 Mbps	7/1/2026	$0.00	$800.00	$0.00	$0.00	$0.00	$80.00	Renewal		
Siskiyou County Free Library - Dunsmuir	Siskiyou County Free Library - Yreka	Cal-Ore	100 Mbps	7/1/2023	$0.00	$1,000.00	$0.00	$0.00	$0.00	$100.00			
Siskiyou County Free Library - ETNA	Siskiyou County Free Library - Yreka	Cal-Ore	100 Mbps	7/1/2026	$0.00	$800.00	$0.00	$0.00	$0.00	$80.00	Renewal		
Siskiyou County Free Library - Ft Jones	Siskiyou County Free Library - Yreka	Cal-Ore	100 Mbps	7/1/2026	$0.00	$800.00	$0.00	$0.00	$0.00	$80.00	Renewal		
Siskiyou County Free Library - Happy Camp	Siskiyou County Free Library - Yreka	Cal Ore	100 Mbps	7/1/2026	$0.00	$800.00	$0.00	$0.00	$0.00	$80.00	Renewal		
Siskiyou County Free Library - Montague	Siskiyou County Free Library - Yreka	AT&T	100 Mbps	7/1/2026	$0.00	$592.70	$0.00	$0.00	$0.00	$59.27	Renewal		
Siskiyou County Free Library - Mt Shasta	Siskiyou County Free Library - Yreka	Cal Ore	100 Mbps	7/1/2026	$0.00	$800.00	$0.00	$0.00	$0.00	$80.00	Renewal		
Siskiyou County Free Library - Scott Bar	Siskiyou County Free Library - Yreka	Cal-Ore	100 Mbps	7/1/2026	$0.00	$800.00	$0.00	$0.00	$0.00	$80.00	Renewal		
Siskiyou County Free Library - Tulelake	Siskiyou County Free Library - Yreka	Cal-Ore	100 Mbps	7/1/2026	$0.00	$800.00	$0.00	$0.00	$0.00	$80.00	Renewal		
Siskiyou County Free Library Weed2	Siskiyou County Free Library - Yreka	Cal-Ore	100 Mbps	7/1/2023	$0.00	$1,000.00	$0.00	$0.00	$0.00	$100.00			
Siskiyou County Free Library - McCloud	Siskiyou County Free Library - Yreka	Northland	100 Mbps	7/1/2026	$0.00	$750.00	$0.00	$0.00	$0.00	$75.00	New		

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Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular ☐ **Time Requested:** _____ **Meeting Date:** **October 6, 2026**

OR x consent
Consent

Contact Person/Department: **Teresa Johnson** **Phone:** **530 842-8803**

Address: **719 4th St., Yreka, CA 96097**

Person Appearing/Title: **Teresa Johnson**

Subject/Summary of Issue:

Approval of the First Amendment to the agreement between the Siskiyou County Library (Library) and the Imperial County Office of Education (ICOE) for the provision, installation, and maintenance of advanced network (data) services, with a retroactive effective date of July 1, 2026.

Financial Impact:

NO ☐ *Describe why no financial impact:*

YES x ☐ *Describe impact by indicating amount budgeted and funding source below*

In Process

Amount: $115,336

Fund: 1001 Description: General Fund Org.: 602010 Description: County Library

Account: 712000 Description: Communications

Activity Code: Description:

Local Preference: YES ☐ NO ☐

For Contracts – *Explain how vendor was selected:*

Additional Information:

Recommended Motion:

Respectfully request the Board of Supervisors approve the First Amendment to the agreement between the Siskiyou County Library and the Imperial County Office of Education, with a retroactive date of July 1, 2026, to continue broadband services to our 12 branch libraries and authorize the Chair to sign.

Reviewed as recommended by policy:

County Counsel _____

Auditor _____

Personnel _____

CAO

***Special Requests*:**

Certified Minute Order(s) *Quantity:* _____

Other: _____

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week prior to the Board Meeting. Revised 8/09/2021