



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: June 11, 2024

SUBJECT: Agenda Item 7G: Adoption of a Resolution Authorizing the General Manager to Execute an Internet Exchange Agreement with Sierra Nevada Communication

RECOMMENDED ACTION:

I move to adopt Resolution 14-2024 authorizing the General Manager to execute an Internet Exchange Agreement with Sierra Nevada Communication.

BACKGROUND:

This item is before the Board today at the request of the District's IT Manager, Steve Rogers. Steve contacted several internet providers to evaluate the feasibility of providing internet access to all of the District's external locations including all lift stations, pump stations and water tanks. Sierra Nevada Communications provided the most efficient local area network services that will provide a combination of Fiber Internet and LAN connectivity for improved remote communication, control and monitoring of all 25 external sites and will provide one gigabit of symmetrical fiber internet service for the District office to replace the current AT&T fiber internet.

With execution of this Exchange Agreement Sierra Nevada Communications will provide the District with the following:

- 25 MBP downloads with 5 Mbps upload to each remote site to improve GCS D control, camera monitoring and reliability at each site.
- One Gigabit Fiber Internet with Wireless Failover for GCS D Office with no data caps.
- Unlimited Bandwidth

Steve Rogers will be in attendance for further explanation and for the Board to ask any questions regarding this Exchange Agreement.

FISCAL IMPACT:

1. Increase Capital Outlay fund share for Internet Exchange & Upgrade Project in the amount of \$30,000

ATTACHMENTS:

1. Exchange Agreement
2. Resolution 14-2024



Internet Exchange Agreement

This Internet Exchange Agreement (Agreement) is entered into on _____ between **Sierra Nevada Communications, LLC (SNC)** and **Groveland Community Services District (GCSD)**.

The purpose of this Agreement is for SNC to provide Internet and Local Area Network (LAN) services to 25 GCSD remote sites including a One Gigabit Symmetrical Fiber Internet Service to the GCSD Main Office, as provided herein. This Agreement leverages a unique synergy of services to enhance both utilities in serving the Groveland Community. It improves bandwidth, control, monitoring, and reliability for GCSD while providing reliable and resilient power for SNC communication services.

Services Provided:

1. **Internet with Local Area Network Service (I-LAN) for GCSD Remote Sites.** SNC shall provide a combination of Internet and LAN connectivity, referred to herein as the **“I-LAN Services,”** to **25 GCSD remote sites** for improved remote communication, control, and monitoring. SNC shall install a Cable Modem for sites connecting to SNC Hybrid Fiber Coax (HFC) or an Optical Network Terminal (ONT) for sites connecting to SNC fiber. Some remote sites will be connected to the I-LAN via a wireless receiver/transmitter mounted at the remote site. In addition, SNC shall provide a wireless access point at each site for mounting on the outside of the GCSD control box to provide local wireless access to the I-LAN for GCSD.
2. **One Gigabit Symmetrical Fiber Internet Service with Wireless Failover for GCSD Main Office.** To improve bandwidth and reliability for the GCSD Main Office, SNC shall install a One Gigabit Symmetrical Fiber Internet Service with Wireless Failover, referred to herein as the **“Fiber Service.”** This Fiber Service connects to fiber backhaul increasing bandwidth to the GCSD Main Office with the added benefit of wireless failover in the event of backhaul interruption. Bandwidth for GCSD during wireless failover shall be prioritized over standard bandwidth needs of the Groveland Community.
3. **Unlimited Bandwidth.** SNC shall provide a minimum of **25 Mbps download** with **5 Mbps upload to each remote site** to improve GCSD control, camera monitoring and reliability at each site. I-LAN Services to the remote sites and the Fiber Services to the GCSD Main Office shall have **no data caps**. SNC internet services are provided according to its Terms of Service and Acceptable Use Policy (available on the SNC website), except for the following changes applicable to this custom Agreement: (1) references to bandwidth are overridden by the bandwidth references in this Agreement; (2) the bandwidth provided herein is not subject to any caps on data usage.
4. **Installation.**
 - a. *Accelerated Installation.* Within **45 days of this Agreement being effective**, SNC shall complete **installation of its I-LAN Services to 11 GCSD remote sites** and shall complete installation of the **Fiber Service to the GCSD Main Office**.
 - b. *Remaining Installation.* The remaining 14 GCSD remote sites shall be connected with SNC I-LAN Services within 24 months (weather permitting). SNC will work with GCSD on the priority of the remaining 14 sites to be connected to the I-LAN and schedule each I-LAN installation according to GCSD need. SNC shall work to complete I-LAN installations at the

remaining remote sites as soon as possible and shall not take longer than 24 months to complete them.

- c. The GCSD remote sites are specified in the “Specified Site List” attached and incorporated hereto.
- d. SNC shall connect to GCSD power according to its own schedule over the Agreement Term (as defined herein), but not before SNC connects the site to I-LAN Services.

Cost:

1. **One-Time Installation Cost.** SNC’s one-time installation cost for the accelerated installation described in Section 4(a) above shall be paid with a **\$15,000 downpayment to initiate the project**, with a balance of **\$15,000 due upon completion** of SNC installing I-LAN Services to the remaining 14 GCSD sites described in Section 4(b). The installation costs are further described in the “Cost Breakdown” attached and incorporated hereto.
2. **Monthly Cost for I-LAN Services at Remotes Sites.** SNC shall provide the above I-LAN Services to the specified **25 GCSD remote sites at no monthly cost** in exchange for the right of SNC to connect to GCSD power with generator backup at all 25 remote sites.
3. **Monthly Cost for Fiber Service to GCSD Main Office.** The monthly cost for the **Fiber Service to the GCSD Main Office shall be \$350/month** before taxes and fees. Currently, taxes and fees include a 5% Franchise Fee of \$17.50 plus \$1.19 for CPUC Fees and a \$0.77 FCC User Fee. Accordingly, the total monthly cost with taxes and fees for the Fiber Service to the GCSD Main Office **shall total \$369.46/month**. Price and SNC provision of this Fiber Service to the GCSD Main Office shall be subject to review every 5 years. Any change to the monthly cost during the Agreement Term shall be subject to mutual agreement between the parties hereto.

Performance, Equipment, and Use of GCSD Sites:

1. With execution of this Agreement, GCSD agrees to provide SNC with access and use of the GCSD remote sites, as necessary for SNC to perform the services under this Agreement. SNC shall have access at all times to each installed site for maintenance and service. For any GCSD remote sites that are secured, SNC shall provide notice to GCSD prior to entering the secured site. Operating under a State Franchise Agreement, SNC may have inherent permission for access where appropriate. SNC shall obtain an encroachment permit for each remote site, as may be required by GCSD. In the event of termination of this Agreement, all SNC access and use rights of GCSD property and sites shall be deemed terminated.
2. SNC shall be responsible for maintaining, replacing and reconfiguring equipment at each site such that SNC meets GCSD functional requirements and there is sufficient bandwidth at each site to accommodate GCSD needs, as they may change throughout the Agreement Term.
3. SNC will maintain all equipment and infrastructure it installs and immediately respond within 24 hours to any GCSD service requests for the I-LAN.
4. GCSD shall provide a 20 amp 120 -240 circuit with breaker and a suitable location at each site for SNC installation of control box enclosures for SNC equipment and locks.
5. SNC power load at each remote site is governed by the number of network amplifiers the site will support. SNC estimates its average power load per site to be about 360 watts. However, this power load may vary. Based on budget and project planning, SNC will begin connecting to power at sites gradually after the initial 45 days of I-LAN installation. Over the Agreement Term, it is likely that SNC may connect to power at the 11 I-LAN sites first (according to SNC priority in the Specified Site List). SNC is gradually upgrading its network to fiber which does not require power for amplifiers. As SNC progresses its fiber upgrade, the need for amplifier power from the remote sites will diminish over time.

6. At the GCSD control box at each site, through cooperation with and guidance from GCSD, SNC shall install a Cable Modem for sites connecting to HFC coax or an Optical Network Terminal (ONT) for sites connecting to SNC fiber. Some remote sites will be connected to the I-LAN via a wireless receiver mounted at the remote site. In addition, SNC shall provide a wireless access point for mounting on the outside of the GCSD control box to provide local wireless access to the I-LAN for GCSD. GCSD shall be responsible for maintaining secure access to the I-LAN.
7. Each party shall inform the other of any failure to meet the specifications herein or any need for service. The servicing party shall respond immediately but no later than 24 hours and have up to 7 days to provide the requested service/remedy or inform the requesting party of a mutually acceptable time frame to do so.
8. Agreement Term: This Agreement shall have a 5-year term, with the mutual option to renew every 5 years (Agreement Term). This Agreement shall be automatically extended for another 5-year term if either party fails to provide written notice of termination.

Liability and Insurance:

1. Each party shall be responsible for and liable for the operation of their own equipment and work.
2. Each party shall carry their own insurance policies to protect against and minimize potential losses or damages caused by performance of this Agreement.
3. Each party shall indemnify and hold the other harmless for any consequence arising from the operation of their own equipment.
4. SNC agrees to exercise due care on the sites owned or controlled by GCSD. SNC shall be responsible for any damage it causes to GCSD real or personal property during the performance of this Agreement.

Representatives and Contacts:

The parties below shall be responsible for the administration of this Agreement. All notices and communications shall be directed to the individuals below. Emails shall be deemed received on the date shown on the sent email. The parties shall update the individuals and contact information as necessary to carry out the terms of this Agreement.

SNC: Tim Holden, 209-588-9601, holden@gosnc.com

GCSD: Steve Rogers (IT Systems Manager), 530-368-9578, srogers@gcsd.org
Pete Kampa (General Manager), 209-962-7161 (ext. 1024), pkampa@gcsd.org

General Provisions:

1. This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements.
2. Any modifications or amendments to this Agreement must be made in writing and signed by both parties.
3. This Agreement shall be governed by the laws of California. Venue shall be in Tuolumne County.
4. This Agreement may be executed simultaneously or in several counterparts, each of which together shall constitute the same instrument.

This Agreement shall be deemed effective as of the dates set forth below.

Signed:

On behalf of
Sierra Nevada Communications, LLC

On behalf of
Groveland Community Services District

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Specified Site List

Site			I-LAN Sites within*		Sites for Power**
#	Name	Address	45 days	24 months	
-	GCSD Main Office Fiber Service	18966 Ferretti Rd.	1		
1	Tank 1	Tank #1 Behind Tenaya School	1		
2	Tank 2	Tank #2 top of Jones Hill Court 19040		X	9
3	Tank 3	Tank #3 12091 Alcan Court		X	10
4	Tank 4	Tank #4 at Airport		X	**
5	Tank 5	Tank #5 18790 Vernal Drive	4		**
6	Butler Bypass Pump St.	19730 Butler Way		X	**
7	Dunn Crt Pump House	Cabin by lake at Dunn Ct. Park	5		8
8	AWS	12740 Par Court. Maintenance Yard		X	
9	Highlands Pump St.	Bairds Road		X	7
10	LS 1	20188 Lower Skyridge Dr	11		**
11	LS 2	20036 Lower Skyridge Dr	10		**
12	LS 3	12485 Cassaretto Ct		X	11
13	LS 4	12494 Cassaretto Ct	7		**
14	LS 5	19560 Grizzly Cir		X	12
15	LS 6	19354 Pine Mountain Dr	2		2
16	LS 7	12475 Tannahill Dr	3		1
17	LS 8	19745 Pleasant View Dr	8		**
18	LS 9	19980 Pleasant View Dr		X	6
19	LS 10	13145 Jackson Mill Dr		X	3
20	LS 11	13360 Yorkshire Rd		X	5
21	LS 12	12792 Cresthaven Dr		X	4
22	LS 13	20444 Rock Canyon Way	6		**
23	LS 14	20913 Big Foot Cir	9		13
24	LS 15	20104 Pine Mountain Dr		X	**
25	LS 16	17401 Hwy 120		X	14

* Installation of SNC Fiber Service to the GCSD Main Office and I-LAN Services for the 11 GCSD sites listed above are to be completed within 45 days. The 11 accelerated sites listed above are numbered according to SNC anticipated priority. The remaining 14 sites are to be completed with I-LAN Services within 24 months and scheduled according to GCSD need and priority.

**SNC shall have the option to connect to GCSD power at all 25 sites. SNC anticipates connecting to the above sites for power according to the above priority and its discretion over the Agreement Term. SNC may choose to connect to the non-numbered sites later in the Agreement Term.

Breakdown of Project Cost

SNC COST to INSTALL I-LAN at 25 SITES	\$/UNIT	Qty	TOTAL
CPE Routers	\$120	25	\$3,000
CPE MODEMS	\$50	6	\$300
CPE FIBER	\$50	9	\$450
WIRELESS AP	\$100	6	\$600
WIRELESS STATIONS	\$65	7	\$455
WIFI ACCESS POINTS	\$99	25	\$2,475
WIRE & ACCESSORIES			\$2000
SUB- TOTAL EQUIPMENT			\$9,280
TAXES & SHIPPING			\$900
TOTAL EQUIPMENT			\$10,180
LABOR HOURS	\$80	200	\$16,000
GIG FIBER INSTALL for GCSD MAIN OFFICE	\$5,000		\$5,000
COST ABSORBED BY SNC			(\$1,180)
TOTAL SNC COST for I-LAN INSTALLATION			\$30,000

Resolution No. 14-2024

**A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS AUTHORIZING THE GENERAL MANAGER TO EXECUTE
AN INTERNET EXCHANGE AGREEMENT WITH SIERRA NEVADA
COMMUNICATION**

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District initiated requested for reliable Internet Services from three different local providers, and

WHEREAS, the district received an Internet Exchange Agreement on May 28, 2024 to provide Internet to twenty five (25) external locations and the District Office, and

WHEREAS, on review of the Agreement staff recommends the approval of the District to enter into an Exchange Agreement with Sierra Nevada Communications for Internet Services.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approve Resolution 14-2024 authorizing the General Manager to Execute an Internet Exchange Agreement with Sierra Nevada Communication.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on June 11, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on June 11, 2024.

DATED: _____