



# RESOLUTION No. 23-172

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF A CONTRACT BETWEEN COLUMBIA TELECOMMUNICATIONS CORPORATION DBA CTC TECHNOLOGY AND ENERGY AND NEVADA COUNTY LIBRARY FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES AT NEVADA COUNTY LIBRARY BRANCHES SHALL BE IN EFFECT FROM APRIL 25, 2023 UNTIL JUNE 30, 2028**

WHEREAS, the Nevada County Library currently offers public internet access at the Nevada City, Grass Valley, Truckee, Doris Foley, and Penn Valley library branches; and

WHEREAS, Columbia Telecommunications Corporation (CTC) dba CTC technology and Energy, a public benefit corporation serving California libraries, has contracted with the Corporation for Education Network Initiatives in California (CENIC), a nonprofit corporation providing high speed networking services to California libraries, universities, and research institutions, on behalf of the California State Library; and

WHEREAS, the County entered into an agreement with CALIFA in April 2017 through Resolution 17-167 for high speed network provided by CENIC. The California State Library has changed partners for CENIC networking services from CALIFA to CTC; and

WHEREAS, the County Librarian recommends renewing this agreement with CTC to continue to provide library users with faster internet connections, thereby meeting the public's expressed need for access to technology and adding the new Bear River Library location to the agreement; and

WHEREAS, the total contractual obligation for the five-year term is not to exceed \$161,572, not including taxes and surcharges. For year 1 the not to exceed \$34,353, which includes the circuit deployment fee for the new Bear River Library location, and \$31,805 per year for years 2 through 5, not including taxes and surcharges.

NOW, THEREFORE, BE IT RESOLVED be it resolved by the Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors approves, in substantially the form attached hereto, the contract by and between the County of Nevada Library and CTC Technology and Energy for the provision, installation, and maintenance of advanced network (data) services for a total contractual obligation for the five-year contract effective April 25, 2023 through June 30, 2028 in the amount not to exceed \$161,572, not including taxes and surcharges, and authorizes the Chair of the Board to execute the contract.

Funds to be distributed from:  
1165 60201 581 1000 520330  
1165 60201 582 1000 520330  
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1165 60201 586 1000 520330

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25<sup>th</sup> day of April, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,  
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_



4/25/2023 cc:

Library\*  
AC\*(Hold)  
CTC\*



Edward C. Scofield, Chair

5/18/2023 cc:

Library\*  
AC\*(Release)  
CTC\*

**AGREEMENT BETWEEN NEVADACOUNTY LIBRARY 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 April 25, 2023 by and between Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, hereinafter referred to as "CTC" and Nevada County, 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.

**Nevada County Library**  
**Nick Wilczek**  
**County Librarian**  
**980 Helling Way**  
**Nevada City, CA 95959**  
**Nick.wilczek@nevadacountyca.gov**

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

**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.

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 April 25, 2023 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.

- (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.



- (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.

**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.

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

**For Library**

Ed Scofield

Ed Scofield (May 3, 2023 17:07 PDT)

Signature

\_\_\_\_\_  
Name

Chair of the Board

Title

\_\_\_\_\_  
Date

**For Columbia Telecommunications Corporation**

Joanne Hovis

Joanne Hovis (May 3, 2023 12:13 CDT)

Signature

Joanne S. Hovis

Name

President

Title

\_\_\_\_\_  
Date

**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.