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**AGREEMENT BETWEEN CITY OF LONG BEACH 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 November 11, 2022 by and between Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, hereinafter referred to as "CTC" and City of Long Beach on behalf of the Long Beach 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.

**Long Beach Public Library
Cathy De Leon
Director of Library Services
200 W. Broadway
Long Beach, CA 90802**

**CTC Technology and Energy
Heather D. Mills
Vice President, Grant & Funding
Strategies
10613 Concord Street
Kensington, MD 20895
hmills@ctenet.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 November 11, 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.

- (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.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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 Novation Agreement to be executed by their respective duly authorized representatives.

For Library

For Columbia Telecommunications Corporation

Linda F. Tatum

Signature

LINDA F. TATUM

Name

ASST CITY MANAGER

Title

1/13/2023

Date

Joanne S. Hovis

Signature

Joanne S. Hovis

Name

President

Title

12/15/2022

Date

Andrew Afflerbach

Signature

Andrew Afflerbach

Name

CEO

Title

12/15/2022

Date

APPROVED AS TO FORM

January 10, 2023
CHARLES PARKIN, City Attorney

By [Signature]
ERIN WEESNER MCKINLEY
DEPUTY CITY ATTORNEY

**MARYLAND NOTARY
CERTIFICATE OF ACKNOWLEDGEMENT**

State of Maryland

County of MONTGOMERY, to wit:

On this 15TH day of DECEMBER, 2022, before me, the undersigned officer(s), personally appeared JOANNE HONS AND ANDREW AFFERT BACH known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Notary Seal]



ARA C. CASEY
Notary Public, State of Maryland
County of Montgomery
My Commission Expires 8/8/25

ARA C. Casey
Signature

ARA C. CASEY
Notary Public

My Commission Expires: 8/8/25

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.



Customer: Long Beach Public Library

Budget Summary Description: 5 Gbps to CENIC Hubsite, 1 Gbps to branches

Line Item	NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost
1 Equipment	\$23,276.00	\$0.00	\$0.00
2 Maintenance	\$0.00	\$0.00	\$2,311.00
3 Installation	\$0.00	\$0.00	\$0.00
4 Circuit	\$750.00	\$11,829.00	-
Total	\$24,026.00	\$11,829.00	\$2,311.00

Annual Cost	\$144,259.00
E-rated Annual Cost	\$16,505.80
Total for Year 1	\$168,285.00
E-rated Total for Year 1	\$39,931.80

- *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

Long Beach Carrier Costs

LOC A**	Site Name	Site Name	Service Provider	Requested Bandwidth	Est Contract End Date	Carrier Info		MRC for 5 Year term	E-rate Discount	Discounted MRC	Total Discounted MRC
						Non Recurring Cost	Disc MRC				
	Long Beach Public Library - Main Library	CENIC HubSite	Spectrum	5 Gbps	7/1/2024	\$750.00	\$1,954.00	\$150.00	\$195.40	\$150.00	\$150.00
	Long Beach Public Library - Main Library - Collector	Long Beach Public Library - Main Library	Frontier	10000 Cbr	7/1/2024	\$0.00	\$3,400.00	\$0.00	\$340.00	\$0.00	\$340.00
	Long Beach Public Library - Alhambra Branch Library	Long Beach Public Library - Main Library	Frontier	1 Gbps	7/1/2024	\$0.00	\$925.00	\$0.00	\$92.50	\$0.00	\$92.50
	Long Beach Public Library - Bay Shore Branch Library	Long Beach Public Library - Main Library	Frontier	1 Gbps	7/1/2024	\$0.00	\$925.00	\$0.00	\$92.50	\$0.00	\$92.50
	Long Beach Public Library - Bret Harte Branch Library	Long Beach Public Library - Main Library	Frontier	1 Gbps	7/1/2024	\$0.00	\$925.00	\$0.00	\$92.50	\$0.00	\$92.50
	Long Beach Public Library - Brewitt Branch Library	Long Beach Public Library - Main Library	Frontier	1 Gbps	7/1/2024	\$0.00	\$925.00	\$0.00	\$92.50	\$0.00	\$92.50
	Long Beach Public Library - Dana Branch Library	Long Beach Public Library - Main Library	Frontier	1 Gbps	7/1/2024	\$0.00	\$925.00	\$0.00	\$92.50	\$0.00	\$92.50
	Long Beach Public Library - El Dorado Branch Library	Long Beach Public Library - Main Library	Frontier	1 Gbps	7/1/2024	\$0.00	\$925.00	\$0.00	\$92.50	\$0.00	\$92.50
	Long Beach Public Library - Los Altos Branch Library	Long Beach Public Library - Main Library	Frontier	1 Gbps	7/1/2024	\$0.00	\$925.00	\$0.00	\$92.50	\$0.00	\$92.50

*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.

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Acceptable Use Policy

Background

The CalREN networks (CalREN) are owned and operated by CENIC, the Corporation for Education Network Initiatives in California. The purpose of CalREN is to engineer, maintain and operate telecommunication facilities for the primary benefit of CENIC Associates. The network provides CENIC Associates with high-performance inter-campus networking resources to support educational, research, and institutional objectives.

Purpose

The purpose of this Policy is to help ensure that use of the CalREN network is consistent with the foregoing purposes and to ensure that the network can be operated reliably and lawfully.

Scope

This Policy applies to all uses of CalREN whether such use originates or terminates with devices directly attached to the network or with devices that are attached to networks that directly or indirectly interconnect with CalREN. It also applies regardless of whether such devices are operated by employees of institutions that own such devices or by other agents or third parties.

The Policy does not address such requirements as the Board of Directors of CENIC may impose from time to time on usage of CalREN to ensure equitable use of CalREN, for example to regulate traffic across CalREN to assure that capacity is fairly apportioned among CENIC Associates or to ensure that other CENIC and CalREN objectives are met.

Use

Use of CalREN is defined to be the transmission of any data or other information across the network infrastructure that constitutes CalREN. Such Use must:

- Originate or terminate with a device directly attached to a network owned and operated by a CENIC Associate or on behalf of a CENIC Associate.
- Be for lawful purposes only.

- Comply with acceptable use and other policies of any network over which such data or information must be routed to reach its final destination.
- Not interfere with the operation of CalREN nor unreasonably interfere with the acceptable use of CalREN by other CENIC Associates.
- Not indirectly violate this Policy by using the services of another network provider to circumvent the intent or meaning of this Policy.

Enforcement

All violations of this Policy will be reviewed for appropriate action(s) that, at the sole discretion of CENIC, may include sanctions up to and including the termination of use and access privileges by the institution housing the originating or terminating device or devices.

Interpretation and enforcement of this Policy is the responsibility of the CENIC Chief Technical Officer (CTO).

An unacceptable use investigation is initiated when a complaint is received or a network problem is discovered and that appears to be caused by Use that violates this Policy. The CTO will investigate the validity of the complaint or event, examine the facts available and obtain additional information as necessary. The CTO will make a determination as to whether the event was caused by a CENIC Associate or through some other agency.

If a CENIC Associate was directly or indirectly causative in the event, the CTO will:

- Notify by electronic mail the administrative contact of that CENIC Associate.
- Require resolution of the violation within two business days or as may otherwise be lawfully required, whichever is sooner.
- Such resolution of a violation requires the CENIC Associate to take appropriate action to ensure that the activity has ceased and is not likely to recur. If the violation is not resolved to the satisfaction of the CTO within the specified period, the CalREN Participant's service may be interrupted until the CENIC Associate has demonstrated that the violation has been resolved.

If further disciplinary action is required, such as in the event of repeated violations by the same CENIC Associate, the CTO will recommend appropriate action to the CENIC Executive Committee. The CENIC Executive Committee will take such action as it deems necessary, possibly including disciplinary action. The decision of the CENIC Executive Committee may be appealed to the CENIC Board of Directors by the affected CENIC Associate.

In urgent situations when failure of a CENIC Associate to take appropriate action in a timely manner to resolve a violation of this Policy may lead to critical problems of network performance, or lead to legal or other serious liability to CENIC, to other CENIC Associates, or to third parties directly or indirectly associated with CENIC, the President (or, in an emergency

If other than a CENIC Associate was directly or indirectly causative in the event, the CTO will take such steps as deemed necessary to resolve the situation including, but not limited to, preventing data or information from transiting CalREN, through whatever means necessary, that originates or terminates with the offending party, regardless of whether such data or information was for the intended use of a CENIC Associate.

Complaints

Complaints regarding violations of this Policy or comments on this Policy may be addressed to abuse@cenic.org, to the Vice President for Infrastructure Strategy and Security at dave@cenic.org, or to the CalREN Network Operations Center at noc@cenic.org.

Revisions

This Policy may be amended from time to time by resolution of the CENIC Board of Directors.

Updates

This Policy was originally written on July 22, 1998. It was revised to the current formulation on September 13, 2004.

Recent news

[CENIC Successfully Validates Coherent Pluggables over CENIC's Production Network](#)

[CENIC and Pacific Northwest Gigapop receive SCinet Spirit of Innovation Award](#)

[State Begins Construction on 10,000-mile Broadband Network to Bring High-Speed Internet Service to All Californians](#)

[APOnet Members will Collaborate for the Exhibition at SC22, Dallas in Texas](#)

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Recent blog posts

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