

SUPPLEMENTAL PACKET

9.C.5

Ron Moore

From: ward3
Sent: Tuesday, March 15, 2016 1:25 PM
To: Ron Moore
Subject: CTL Final Agreement

Ron, my notes from today's meeting with CTL:

- 1) Final price is \$269,100 for the CTL / Afton portion of the project.
- 2) Afton will pay 50% of the final cost not to exceed \$125,000.
- 3) CTL will pay for any cost overruns.
- 4) The Afton / CTL portion of the project includes installation of 6 DSLAMs.
- 5) CAF's portion of the project includes 9 DSLAMs.
- 6) Assuming the City Council approves the attached agreement then the agreement will be executed by mid-April.
- 7) Project schedule: design phase – mid April through May, construction phase June through August, system on line in September.
- 8) CTL will notice all Afton homes once the system is up and running.
- 9) Any homes not connected by wire to CTL will need to contact CTL to arrange for the wired connection to be installed.
- 10) Project includes moving all voice lines over to fiber to the DSLAMs then wire to the homes to improve reliability of the connection to the home.
- 11) CTL will invoice Afton upon completion of the entire project. Estimated invoice date is late 3rd quarter or early 4th quarter.
- 12) This project puts in place the infrastructure for future fiber to the home.

Stan

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City of Afton
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City of Afton – CenturyLink High Speed Internet Access Service Expansion Agreement

This agreement is made and entered into between the City Of Afton (“Afton” or “City”) and CenturyLink.

WHEREAS, Afton desires to contract for the expansion of high speed internet access in Afton; and

WHEREAS, CenturyLink desires to expand high speed internet access infrastructure and services in Afton in exchange for payments as indicated below.

NOW, THEREFORE, CenturyLink and Afton agree as follows:

- I. Relationship of Parties: The parties to this Agreement are not joint venturers, partners, agents nor representatives of each other, and have no legal relationship other than as contracting parties. CenturyLink shall not act or represent or hold itself out as having authority to act as an agent or partner of Afton or in any way bind or commit Afton to any obligations, without the prior written consent of Afton.
- II. CenturyLink responsibilities:
 - A. CenturyLink shall plan, direct and implement all aspects of the expansion of high speed internet infrastructure and service to provide the entire area of the City with internet service with the minimum speed of 1 MB up and 10 MB down, with the exception of those areas currently provided with this level of service by another hardwire provider.
 - B. CenturyLink is to provide a proposal on March 15, 2016 to accomplish the expansion described in II.A. above.
 - C. The high speed internet expansion project will be completed in phases that directly relate to the installation of DSLAM’s and necessary related infrastructure improvements.
 - D. At the completion of the high speed internet expansion project, CenturyLink shall provide documentation sufficient to the City to demonstrate the completion of each phase of infrastructure expansion and the ability to provide at least the minimum

required level of service speed (as indicated in II. A. above) to the area necessary to enable the overall project to provide the minimum required speed throughout the entire City (as indicated in II. A. above).

- E. Upon documentation of infrastructure expansion and the required service level at the completion of all of the six (6) DSLAM installations as listed in the final CTL proposal provided on March 15, 2016, CenturyLink shall provide the City with an invoice not to exceed 50% of the cost indicated in the proposal. If the overall project cost, based on the proposal provided by CenturyLink on March 15, 2016, exceeds \$250,000, CenturyLink will pay all costs beyond the \$250,000 amount.

III. Afton's responsibilities:

- F. Upon receipt of sufficient documentation of the completion of the infrastructure expansion and the ability to provide the minimum required level of service, and the receipt of an invoice for the City's 50% share of the cost as indicated in the proposal provided on March 15, 2016, the City will pay to CenturyLink, within 45 days, the City's share of the cost, subject to not exceeding an overall maximum cost to the City of \$125,000 for the entire project.

For Afton

For CenturyLink

Richard Bend, Mayor

Richard Gacke

Ronald J. Moorse, City Administrator