



Anoka County
COUNTY ADMINISTRATION

Information Technology



December 18, 2019

Dan Buchholtz
City of Spring Lake Park
1301 81st Ave NE
Spring Lake Park, MN 55432

Re: Connectivity Services Agreement with Community Anchor Institution(s) for Broadband Services at Co-Location Site(s) (CSA)

Dear Mr. Buchholtz:

As you may recall, the City of Spring Lake Park has executed an Agreement with the County of Anoka to participate in the Connect Anoka County (CAC) Network. (Anoka County Contract # 2011-0178/C0000615 and Amendments 1 & 2.) The current term of this Agreement expires on August 16, 2020 with two remaining 5-year renewal terms upon written notice from both parties. The formal written notice needs to be made no less than 180 days prior to expiration (February 17, 2020). The Agreement does not specify the form of the notification, but the County prefers a letter of intent followed by a formal amendment. While the signed formal amendment is not required until February 17, 2020, the County would appreciate receiving the signed documents in the enclosed addressed envelope by February 1, 2020.

The County has received informal communications that the City of Spring Lake Park wishes to continue participating in the CAC network, but with changes to the location of Equipment placement and service levels. An updated Attachment A is attached to this letter. Please confirm the service level and Equipment location changes. Any location that is spliced out of the network will become permanently discontinued. In anticipation of renewal, the County has drafted a contract Amendment to be executed if the City of Spring Lake Park concurs with renewing the Agreement. The draft Amendment is attached.

If you have any questions, please do not hesitate to contact me at 763-324-5389.

Sincerely,

Kathryn M. Timm
Assistant Anoka County Attorney
Kathryn.Timm@co.anoka.mn.us

KMT:gla

Attachments

cc: Scott Schulte, Chair, Anoka County Board of Commissioners
Rhonda Sivarajah, Anoka County Administrator
Susan Vreeland, Chief Information Officer
Dan Lekatz, Deputy Director

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Affirmative Action / Equal Opportunity Employee

AMENDMENT NO. 3
TO
Connectivity Services Agreement
With Community Anchor Institution(s)
For Broadband Services
At Co-Location Service Site(s)

THIS AMENDMENT is made this 17th day of August, 2020, the date of the signature of the parties notwithstanding, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County," and the City of Spring Lake Park, 1301 81st Ave NE , Spring Lake Park, MN 55432, hereinafter referred to as the "Entity."

WITNESSETH:

WHEREAS, the County wishes to amend its Agreement with the Entity for Connectivity Services on the Connect Anoka County Network which was effective upon the completion of build and go live of the ZAYO System in 2013; and

WHEREAS, the Agreement was previously amended on August 16, 2015 to provide for continued services until August 16, 2020; and

WHEREAS, the Agreement provides for two additional renewal amendments; and

WHEREAS, Paragraph XII. MODIFICATIONS of said Agreement provides that any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated or contained in the Agreement, the parties do hereby agree as follows:

1. The parties agree to change Paragraph VI. TERM, as follows:

A. This Agreement will be for a period commencing on the date of signing by both parties, and continuing until August 16, 2015 (Initial Term), with up to a total of three (3) renewal periods of additional five (5) years terms (Renewal Terms) upon written amendment. Both parties shall provide written notice of intent to renew this agreement not less than one hundred eighty days (180) before the end of the Initial Term or Renewal Term. For purposes of this agreement, written notices shall be sent to the addresses of each of the Parties as indicated above. Upon the termination or expiration of this Agreement, Anoka County shall have no further obligation to provide Services and no further liability to Entity. Upon termination or expiration of this agreement, ZAYO shall be provided a reasonable opportunity to retrieve its equipment from the co-location service site(s). At the request of the entity, ZAYO will remove equipment from individual

terminated co-location sites within a mutually agreed time not to exceed 180 days. Upon termination of Entity's connectivity service from a co-location site, without terminating this entire agreement, ZAYO, at the request of the entity, shall remove its equipment from said co-location site within a mutually agreed time not to exceed 180 days and any underlying rights for that co-location site shall terminate with the removal without further action or notice by any party. Any underlying rights granted by the Entity under this Agreement shall terminate or expire with the Agreement without need for further action or notice by any party.

B. *Pursuant to the above paragraph, both parties have sent written notice to each other one hundred eighty (180) days or more in advance of August 16, 2015 indicating the desire to renew the agreement for the next five (5) years. The commencement date of the new term is August 17, 2015 and the new expiration date is August 16, 2020.¹ The Agreement may be renewed under these same terms, conditions and procedures for an additional two (2) terms.*

C. Pursuant to paragraph A., both parties have sent written notice to each other more than one hundred eighty (180) days in advance of August 20, 2020 indicating the desire to renew the agreement for the next five (5) years. The commencement date of the new term is August 17, 2020 and the new expiration date is August 16, 2025. The Agreement may be renewed under these same terms, conditions and procedures for one (1) additional term.

D. If there have been any changes in service levels at the time of this Amendment, the parties will execute and attach updated Attachment A.

2. This Amendment is hereby made a part of and shall be amended to the Agreement of the parties.
3. All other terms and conditions of the original Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

¹ This language will become obsolete after August 16, 2020.

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates written below.

COUNTY OF ANOKA

ENTITY

By: _____
Scott Schulte, Chair
Anoka County Board of Commissioners

By: _____
Its: Mayor

Dated: _____

Dated: _____

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Its: Administrator, Clerk/Treasurer

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Kathryn Timm
Assistant County Attorney

Dated: _____

ATTACHMENT A

Capacity and Costs for Co-location Sites

1. Entity Name: City of Spring Lake Park, MINNESOTA

2. Entity Contact Information:

Principal Contact:

Name: Daniel R. Buchholtz

Position: Administrator, Clerk/Treasurer

Office Phone: 763-784-6491

Cell Phone: 763-807-8859

Mail Address: 1301 81st Avenue NE, Spring Lake Park, MN 55432

Email: dbuchholtz@slpmn.org

3. Following are the site locations included for equipment co-location:

Site #	Location	Address	City	Service Capacity	Monthly Costs
138	Spring Lake Park City Hall / Police	1301 81st Ave NE	Spring Lake Park	100M	\$75.00

TOTAL

\$75.00



Entity Contact Information Form

Site 138 - Spring Lake Park City Hall / Police

Billing Contact:

Name: Daniel Buchholtz
 Position: Administrator, Clerk/Treasurer
 Company Name: City of Spring Lake Park
 Mailing Address: 1301 81st Avenue NE
Spring Lake Park, MN 55432
 Office Phone: 763-784-6491
 Email: dbuchholtz@slpmn.org

Technical Contact:

Name: Computer Integrated Technologies
 Position: _____
 Office Phone: 651-255-5977
 Cell Phone: _____
 Email: support@cit-net.com
 cc: dbuchholtz@slpmn.org

Building Access Contacts - Entity shall provide 24-hour, 7-day a week access for the purposes of maintenance, service, and upgrades of the equipment and system.

List contacts in the order you would wish them to be called.

Business Hours - Contact #1:

Name: Wanda Brown
 Position: Recycling/Special Projects Coordinator
 Office Phone: 763-792-7219
 Cell Phone: _____
 Email: wbrown@slpmn.org

Business Hours - Contact #2:

Name: Terry Randall
 Position: Public Works Director
 Office Phone: 763-792-7227
 Cell Phone: 763-360-4973
 Email: trandall@slpmn.org

Non-Business Hour Contacts – These contacts should be available after hours and have building access to the equipment location. They may be called in case of such emergencies as equipment failures, fiber hits, storm damage, emergency locates, etc.

List contacts in the order you would wish them to be called.

After Hours - Contact #1:

Name: Contact Anoka County Dispatch
 Position: (763-427-1212) and call for a Police
 Cell Phone: Officer to be dispatched to
Spring Lake Park City Hall
 Home Phone: _____
 Email: _____

After Hours - Contact #2:

Name: Terry Randall
 Position: Public Works Director
 Cell Phone: 763-360-4973
 Home Phone: _____
 Email: trandall@slpmn.org