



December 18, 2019

Michelle Wolfe  
City of Blaine  
10801 Town Square Dr. NE  
Blaine, MN 55449

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

Dear Ms. Wolfe:

As you may recall, the City of Blaine has executed an Agreement with the County of Anoka to participate in the Connect Anoka County (CAC) Network. (Anoka County Contract # 2011-0105/ C0000559 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 Blaine 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 Blaine 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](mailto: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 Blaine, 10801 Town Square Dr. NE, Blaine, MN 55449, 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.<sup>1</sup> 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~~ <sup>August 16, 2020</sup> 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**

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<sup>1</sup> 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: City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Kathryn Timm  
Assistant County Attorney

Dated: \_\_\_\_\_