

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/24/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 06/15/2015**

ISSUE:

18. Request for Approval of Agreement – Qwest Metro Optical Ethernet Services for City Hall and Most Satellite Offices; Qwest Corporation d/b/a CenturyLink QC and Approval of Budget Increase in the Amount of \$48,852. (Yodel Catanach)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

FUNDING SOURCE: 12029.514100 AND 3213.514100

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/15/2015

City of Santa Fe, New Mexico

memo

DATE: May 27, 2015
TO: Finance Committee/City Council
VIA: Oscar Rodriguez, Finance Department Director
Robert Rodarte, Purchasing Officer *RR*
Renée Martínez, ITT Department Director *RM*
FROM: Yodel M. Catanach, Telecommunication Specialist *ymc*

SUMMARY: Century Link Metro Ethernet Service

The ITT Department is requesting approval to establish an agreement with CenturyLink, previously known as Qwest Services, to provide Qwest Metro Optical Ethernet (QMOE) services to City Hall and most satellite offices. The four (4) year term agreement is attached along with the current invoice and cost-service comparison spreadsheet. CenturyLink is extending their fiber optic network and placing conduit at no cost to the City, an investment of approximately \$500,000, to support 12 new city locations listed below.

City Office Location (New Sites)	Bandwidth (New)
500 Market St, Santa Fe NM	40 Mbps
2511 Camino Entrada	20 Mbps
601 Alta Vista, Santa Fe NM	10 Mbps
410 S Guadalupe St, Santa Fe NM	10 Mbps
216 W San Francisco, Santa Fe NM	10 Mbps
3221 Rodeo Rd, Santa Fe NM	10 Mbps
100 Caja Del Rio, Santa Fe NM	10 Mbps
205 Caja Del Rio, Santa Fe NM	10 Mbps
1130 Arroyo Chamiso, Santa Fe NM	10 Mbps
73 Paseo Real, Santa Fe NM	10 Mbps
6601 Valentine Way, Santa Fe, NM 87507	10 Mbps
121 Sandoval Street	10 Mbps

ACTION:

Please approve the QMOE Contract to add new locations and increase bandwidth to current locations. ITT Department pays for QMOE out of 12029.514100 and 32138.514100. A Budget Request Adjustment is attached to cover the shortfall for this FY 14/15 in the amount of \$ 48,853. Thank you for your assistance on this matter.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Century Link

Procurement Title: Century Link Metro Ethernet Service

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other 18.7.B

Department Requesting/Staff Member ITT Department Renee Martinez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Yodel M Catanach – Telecom Specialist

Department Rep Printed Name and Title

Yodel M Catanach

Department Rep Signature attesting that all information included

[Signature] 6/5/15

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

*

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Yodel M Catanach - Telecom Specialist
Department Rep Printed Name and Title

Yodel M Catanach
Department Rep Signature attesting that all information included

18. EXEMPTIONS

18.1 All procurement shall be achieved by competitive sealed bids or formal proposals, except as follows:

1. Section 6, SMALL PURCHASES: PURCHASES OF TANGIBLE PERSONAL PROPERTY UNDER \$50,000.
2. Section 11, COOPERATIVE PROCUREMENT.
3. Section 12, PROCUREMENT BY THE CITY ON BEHALF OF OTHER GOVERNMENTAL ENTITIES.
4. Section 16, SOLE SOURCE PROCUREMENTS.
5. Section 17, EMERGENCY PROCUREMENTS.
6. Section 24, PROCUREMENT OF PROFESSIONAL SERVICES UNDER \$50,000.
7. Procurements exempted from competitive procurement are as follows:
 - a. printing and duplicating contracts required in connection with court proceedings;
 - b. purchases of publicly provided utilities such as: gas, electricity, water, telephone, cable TV;

*

Site	Location	Band-width Profile	Band-width MRC per each	last contract	Mbps last contract	month to month	Sites increased Mpbs
Century Link	400 Tijeras	1000 Mbps	\$3,808.00	\$1,323.59	200 Mbps	\$1,323.59	1000 Mbps
City Hall	200 Lincoln	1000 Mbps	\$3,808.00	\$1,323.59	200 Mbps	\$1,323.59	1000 Mbps
Police Sub-station	**1030 Alameda	10 Mbps	\$352.00	\$379.00	5 Mbps	\$462.00	10 Mbps
Senior Center	**1121 Alto	10 Mbps	\$504.00	\$379.00	5 Mbps	\$462.00	10 Mbps
Siler Complex	1142 Siler	20 Mbps	\$542.00	\$576.00		\$967.00	
La Farge Library	1730 llano	10 Mbps	\$504.00	\$379.00		\$462.00	
Fire Station 3	1751 Cerrillos	10 Mbps	\$504.00	\$536.17	5 Mbps	\$462.00	10 Mbps
Fire Station 1	200 Murales	10 Mbps	\$504.00	\$536.17		\$757.00	
Fire Sattion 7	2391 Richards	10 Mbps	\$504.00	\$536.17		\$757.00	
Police HDQ	2515 Camino Entrada	30 Mbps	\$579.00	\$615.96		\$757.00	
Siringo Complex	2651 Siringo Rd	30 Mbps	\$579.00	\$615.96		\$1,034.00	
Transit	2931 Rufina	10 Mbps	\$504.00	\$536.17		\$1,034.00	
Radio Shop	301 Montezuma	10 Mbps		\$1,101.00	40 Mbps	\$1,101.00	leave m2m & lower to 10 Mbps
RECC	35 Camino Justicia	10 Mbps	\$504.00	\$536.17		\$1,101.00	AS/400 only
Fort Marcy	490 Bishops Lodge	10 Mbps	\$504.00	\$379.00	5 Mbps	\$757.00	10 Mbps
Southside Library	6599 Jaguar	10 Mbps	\$504.00	\$536.17		\$462.00	
Fire Station 8	6796 Jaguar	10 Mbps	\$504.00	\$379.00	5 Mbps	\$757.00	10 Mbps
Monica Roybal	737 Agua Fria	10 Mbps	\$504.00	\$379.00	5 Mbps	\$462.00	10 Mbps
Water Division	801 San Mateo	20 Mbps	\$542.00	\$576.00		\$462.00	
Market Station	500 Market St	40 Mbps	\$617.00			\$967.00	
Municipal Court	2511 Camino Entrada	20 Mbps	\$542.00				
Seniors	601 Alta Vista	10 Mbps	\$504.00				
Santa Fe Depot	410 S Guadalupe St	10 Mbps	\$504.00				
Sandoval Garage	216 W San Franciaco	10 Mbps	\$504.00				
GCCC	3221 Rodeo Rd	10 Mbps	\$504.00				
Animal Control	100 Caja Del Rio	10 Mbps	\$504.00				
MRC Golf	205 Caja Del Rio	10 Mbps	\$504.00				
Fire Station 4	1130 Arroyo Chamiso	10 Mbps	\$504.00				
WWM	73 Paseo Real	10 Mbps	\$504.00				
Rape Crisis Center	6601 Valentine Way	10 Mbps	\$504.00				
			\$21,449.00	\$11,623.12		\$15,870.18	

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FIXED PERIOD PRICING PLAN
Intrastate**

Agreement Number: _____

This CenturyLink Metro Ethernet Service Agreement ("Agreement") between City of Santa Fe ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") is effective on the date of execution by CenturyLink and Customer, whichever occurs last ("Effective Date").

This Fixed Period Pricing Plan is being offered on an individual case basis ("ICB"). CenturyLink may be required to submit this Agreement and any subsequent addenda to certain regulatory agencies for approval of the discounts in Exhibit 1 and additional terms and conditions ("ICB Terms"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements, if any, for that jurisdiction are fulfilled. The Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Changes Section under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval.

Tariff

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. Service is subject to technical publication 77411 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

1. Scope.

1.1 Metro Ethernet Service ("Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. "Demarcation Point" means the CenturyLink-designated physical interface between the CenturyLink-owned network and Customer's telecommunications equipment. Service is available over three designs: (a) Customer Premises, supporting transmission speeds as low as 1 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps; (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) Ethernet with Extended Transport (DS3 required), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps. "SLA" means the service level agreement specific to the Service, located at <http://www.qwest.centurylink.com/legal/>, which is controlled by the Tariff and Tech Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1.2 Any CenturyLink tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.3 Service provided herein is subject to network infrastructure availability and may require the expenditure of CenturyLink capital funds ("Funding") to provide Service to Customer. If a location requires Funding, CenturyLink will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of CenturyLink. In the event this Agreement is executed and the required Funding is not approved, CenturyLink agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

1.4 Customer understands and agrees that CenturyLink supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service. CenturyLink will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable CenturyLink Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

1.5 "Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink to construct facilities. "Funding" means charges to Customer over the term of a Service contract covering CenturyLink's calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer. CenturyLink may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink

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constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on this Agreement. That approval will be granted at the sole discretion of CenturyLink. In the event contract documents are signed under which Customer is ordering Service for which Funding is not approved, CenturyLink will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink may immediately terminate this Agreement, without penalty, if Funding of the contracted and alternate Service solutions are determined to not be possible.

2. Term.

2.1 This Agreement is effective on the date CenturyLink signs it, following Customer's execution of this Agreement ("Effective Date"), and it expires forty-eight (48) months from the date Service is available to Customer, as evidenced by CenturyLink records ("Initial Term"). The Service shall have a "Minimum Service Period" of 12 months. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. In no way shall this Agreement, including all extensions and renewals, extend beyond four (4) years from the date Service is available to Customer. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

2.2 After the Initial Term, Customer will pay for Service at CenturyLink's then-current rates. CenturyLink will inform Customer of its then-current rates for Service upon written request.

3. Installation/Provisioning of Service.

3.1 CenturyLink will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement.

3.2 CenturyLink will notify Customer of the date Service is available for use. In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and CenturyLink cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

3.3 Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. CenturyLink will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

4. Charges and Billing.

4.1 Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

4.2 The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service are specified on Exhibit 1. CenturyLink will fix the MRCs during the Term so that CenturyLink will not pass through any CenturyLink initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing: Yes No Promotion Expiration Date: _____
Promotion Description, Title, or Code: _____

5. Changes to Service.

5.1 Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

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5.2 A subsequent order to change or add a Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.5 Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

6. Termination. Except as provided in the Appropriations paragraph 14 herein, which allows the City to terminate with no added Termination charges, either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by CenturyLink for Cause or by Customer for no Cause, then Customer will also be liable for and pay CenturyLink the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

7. Confidentiality. The City is required to comply with the New Mexico Inspection of Public Records Act (IPRA). Except as otherwise required by the IPRA, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

8. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

9. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

10.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER.

10.2 Claims Related to Service. For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.

10.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

11. Miscellaneous.

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11.1 General. This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

11.2 Conflicts Provision. If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.

11.3 Independent Contractor. CenturyLink provides Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

11.4 ARRA. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

11.5 HIPAA. CenturyLink Communications, LLC does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

11.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

11.7 Governing Law; Dispute Resolution.

(a) **Governing Law; Forum.** New Mexico state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in New Mexico, Santa Fe, U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(b) **Limitations Period.** Any claim relating to this Agreement must be brought within two years after the claim arises.

11.8 No Resale; Compliance. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

11.9 Amendments; Changes. This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

11.10 Required Notices. Unless provided otherwise in this Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in CenturyLink's records Attn.: General Counsel or other person designated for notices. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

12. INDEMNIFICATION. CenturyLink shall indemnify, hold harmless and defend the Customer from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CenturyLink's negligence or willful misconduct during its performance under this Agreement as well as the

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negligence or willful misconduct of CenturyLink's employees, agents, representatives and subcontractors in their performance under this Agreement.

13. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

14. APPROPRIATIONS. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Customer, this Agreement shall terminate upon written notice being given by the Customer to CenturyLink. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. If Customer is appropriated insufficient funds, Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

15. THIRD PARTY BENEFICIARIES. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and CenturyLink. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. STATUS OF CENTURYLINK; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS.

A. CenturyLink and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. CenturyLink, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement.

B. CenturyLink shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by CenturyLink in the performance of the services under this Agreement.

C. CenturyLink shall comply with Customer's Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

17. CONFLICT OF INTEREST. CenturyLink warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CenturyLink further agrees that in the performance of this Agreement CenturyLink will not knowingly engage any persons having any such interests directly in the performance of services under the Agreement.

18. ASSIGNMENT; SUBCONTRACTING. Except as otherwise permitted under this Agreement, CenturyLink shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the Customer.

19. RELEASE. CenturyLink, upon acceptance of final payment of the amount due under this Agreement and resolution of all outstanding or potential claims, the parties will agree to an appropriate written agreement that, releases the Customer, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CenturyLink agrees not to purport to bind the Customer to any obligation not assumed herein by the Customer unless CenturyLink has express written authority to do so, and then only within the strict limits of that authority.

20. INSURANCE.

A. CenturyLink, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, with an insurance company with minimum AM Best's rating of A-VII, with limits of coverage in the maximum amount which the Customer could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Customer is included as an additional insured. CenturyLink shall furnish the Customer with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. CenturyLink shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for CenturyLink's employees throughout the term of this Agreement. CenturyLink shall provide the Customer with evidence of its compliance with such requirement.

C. CenturyLink shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CenturyLink shall furnish the Customer with proof of insurance of CenturyLink's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. RECORDS AND AUDIT. CenturyLink shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. Copies of these records shall be subject to N50271

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inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payments.

22. NON-DISCRIMINATION. During the term of this Agreement, CenturyLink shall abide by all applicable laws prohibiting discrimination against any employee or applicant for an employment position to be used in the performance of services by CenturyLink hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

23. SEVERABILITY. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

24. Entire Agreement. This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

<p>City of Santa Fe</p> <hr/> <p>Authorized Signature</p> <hr/> <p>Name Typed or Printed</p> <hr/> <p>Title</p> <hr/> <p>Date</p> <hr/> <p>Address for Notices:</p>	<p>Qwest Corporation d/b/a CenturyLink QC</p> <p><i>Mark Hallamore</i></p> <hr/> <p>Authorized Signature</p> <p>MARK HALLAMORE</p> <hr/> <p>Name Typed or Printed</p> <hr/> <p>Offer Management</p> <hr/> <p>Title</p> <hr/> <p>5-21-15</p> <hr/> <p>Date</p> <hr/> <p>15-00032485</p> <hr/> <p>CRS # 01-602313-007</p>
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ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MAA *5/28*

KELLEY A. BRENNAN CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

<p>FOR CQC INTERNAL USE ONLY</p> <p>FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS AND IN SITUATIONS WHERE THE AQCB PROCESS IS NOT NECESSARY)</p> <hr/> <p>AQCB Quote No. N/A (qualified via SLC/QVO)</p> <hr/> <p>Date Concurred:</p>

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Agreement Number: _____

City of Santa Fe

EXHIBIT 1

Location (Address, City, State)	Band-width Profile	Band-width MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Customer Interface MRC	DS3 Total Chan Term & Transport Mileage	
					MRC	NRC		MRC	NRC
400 Tijeras, Santa Fe NM	1000 Mbps	\$3,808.00	1000 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
200 Lincoln, Santa Fe NM	1000 Mbps	\$3,808.00	1000 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*1030 Alameda, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*1121 Alto, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*1142 Siler, Santa Fe NM	20 Mbps	\$542.00	1000 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*1730 Ilano, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
1751 Cerrillos, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*200 Murales, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*2391 Richards, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*2515 Camino Entrada, Santa Fe NM	30 Mbps	\$579.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*2651 Siringo Rd, Santa Fe NM	30 Mbps	\$579.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*2931 Rufina, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
301 Montezuma, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*35 Camino Justica, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*490 Bishops Lodge, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
6599 Jaguar, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
6796 Jaguar, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*737 Agua Fria, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
801 San Mateo, Santa Fe NM	20 Mbps	\$542.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*500 Market St, Santa Fe NM	40 Mbps	\$617.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*1130 Arroyo Chamiso Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*2511 Camino Entrada Santa Fe, NM	20 Mbps	\$542.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*121 Sandoval Street Santa Fe, NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*601 Alta Vista, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*410 S Guadalupe St, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*216 W San Francisco, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*3221 Rodeo Rd, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*100 Caja Del Rio, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A

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*205 Caja Del Rio, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*73 Paseo Real, Santa Fe NM	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A
*6601 Valentine Way, Santa Fe, NM 87507	10 Mbps	\$504.00	10/100 Mbps Port	\$0.00	N/A	N/A	N/A	N/A	N/A

**The Service locations noted with an asterisk ("*") in the above pricing table have been approved by CenturyLink for the Entrance Facilities build based upon the program reviewed by the Account Team.*

BUILDING ENTRY AGREEMENT

This Building Entry Agreement ("Agreement") is made and entered into as of the "Effective Date" (as defined in Section 9) by and between >>City of Santa Fe<< ("Building Owner") and Qwest Corporation d/b/a CenturyLink QC, on behalf of itself and its affiliates (collectively "Licensee") for the purpose of providing telecommunications, broadband other communications services (the "Services") to the Properties (defined below).

BACKGROUND:

A. Building Owner owns those certain real properties which are listed by address on Exhibit A attached to this Agreement ("Properties"), and owns the buildings located on such Properties ("Buildings").

B. Building Owner is willing to grant a license to Licensee pursuant to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Building Owner and Licensee agree as follows:

1. **License.** Building Owner grants Licensee and its contractors and affiliates a license ("License") to construct, maintain, repair, operate and remove, at Licensee's sole option and expense, certain wires, cables, panels, conduit, lock-boxes, building entrance facilities, and other appurtenant fixtures and equipment (collectively, "Equipment") over, under, across and along the Properties, as may be necessary or useful for delivering its Services to tenants and other occupants of the Buildings. Building Owner will provide Licensee access to the Properties during normal business hours (and at all times during emergencies). Any proposed additions or modifications to the Equipment will be submitted to Building Owner for its consent, which will not be unreasonably withheld, conditioned or delayed. Building Owner will make a commercially reasonable effort to approve the plans for such additions or modifications within five business days of submittal. The rights granted to Licensee in this Agreement include the right to install conduit for, or to direct bury, one or more fiber optic lines to connect Licensee's communication facilities located in the public right of way to its Equipment at the demarcation point within the Buildings, to utilize existing risers and pathways located in the Buildings approved by Building Owner, and to bore holes in the Buildings at locations that are mutually agreed upon by Building Owner and Licensee. Licensee will have exclusive use of any conduit it installs on the Properties. Licensee will use the Equipment solely for the purpose of providing Services to tenants and occupants of the Buildings. Nothing contained in this Section 1 will be construed as granting to Licensee: (a) any property or ownership rights in the Properties or Building Owner's other real or personal property, except as may be provided for in this Agreement; (b) title to Building Owner of any right or interest in and to the Equipment; or (c) creating a partnership or joint venture between Building Owner and Licensee.

2. **Construction.** Prior to the commencement of any work in or near the Buildings (including periodic installation of Equipment), Licensee will, at its sole cost and expense, prepare and deliver to Building Owner plans describing all proposed construction and work. Licensee will: (a) perform all work in a safe manner consistent with the highest construction standards; (b) perform all work in such a way as to minimize unreasonable interference with the operation of the Buildings; (c) maintain workers' compensation insurance in accordance with the law of the state where the work is being performed.; and (d) obtain prior to the commencement of any construction and work all federal, state and municipal permits, licenses and approvals required in connection with such construction and work.

3. **Equipment.** Building Owner will not interfere with Licensee's use, operation or maintenance of the Equipment. Building Owner will not be liable for damage to, theft of, misappropriation of or loss of Equipment regardless of the cause, except if the cause is due to the negligence, unlawful activity or willful misconduct of Building Owner, its employees or agents. Upon the expiration or termination of this Agreement, Licensee may elect to abandon some or all of the Equipment and its personal property in place, provided that if Licensee elects to remove any Equipment or personal property from the Buildings and Properties, it will repair all damage caused by such removal, reasonable wear and tear excepted.

4. **Termination.** This Agreement will terminate on the date which is 30 days following Building Owner's notice to Licensee that Licensee is in default under this Agreement (unless Licensee has cured such default within such 30 day period). This Agreement will terminate as to the subject Building or Buildings only on (i) the date of a casualty to all or any portion of the Building if the result of such casualty is, in Licensee's reasonable judgment, to render the continued services by Licensee under this Agreement impractical; or (ii) the date of condemnation or taking of all or any portion of the Building or Property if the result of such condemnation or taking is, in Licensee's reasonable judgment, to render the Services by Licensee under this Agreement impractical, or (iii) the date which is 30 days following the date Licensee provides Building Owner with written notice that Licensee intends to terminate this Agreement as to some or all of the Buildings listed on Exhibit A. Otherwise, this Agreement will have an initial term of ten years ("Initial Term") commencing on the Effective Date. Following the expiration of the Initial Term, this Agreement will continue for two consecutive five year renewal terms (each five-year period a "Renewal Term"). Renewal Terms will be deemed automatically exercised unless Licensee or Building Owner provides notice of its intent not to renew this Agreement at least three months prior to the end of the Initial Term of the first Renewal Term, as the case may be. Each Renewal Term will be on the same

BUILDING ENTRY AGREEMENT

terms and conditions as set forth in this Agreement. Termination of this Agreement will not affect Licensee’s ability to continue to service existing customers in the Buildings until the end of their service terms with Licensee.

5. **Notice.** Whenever any notice, consent, approval, request or authorization and the like (collectively, “Notice”) is required or permitted under this Agreement, Notice must be in writing and sent by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service to the following addresses:

If Notice to Building Owner: City of Santa Fe
 200 Lincoln Avenue
 Santa Fe, NM 87501

If Notice to Licensee: CenturyLink
 100 CenturyLink Drive
 Monroe, LA 71203
 Attention: Construction Services

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection, refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section 5.

6. **Indemnification and Waiver.** Licensee will indemnify, defend and hold Building Owner harmless from and against any and all loss, cost, liability, claims, damage and expense of whatever kind (collectively, “Damages”) arising directly or indirectly from Licensee’s breach of this Agreement, including reasonable attorneys’ fees and court costs. Building Owner will indemnify, defend and hold Licensee harmless from and against any and all Damages arising directly or indirectly from Building Owner’s breach of this Agreement, including reasonable attorneys’ fees and court costs. Notwithstanding the foregoing in this Section 6, such indemnifications will be limited to actual damages incurred. The provisions of this Section will survive termination of this Agreement.

7. **Miscellaneous.** (a) Either party may assign this Agreement without the consent of the other party; (b) Building Owner acknowledges that the consideration received by it in connection with the grant of the License is the enhanced value of the Buildings to current or potential tenants or occupants attributable to the installation of the Equipment, and therefore, at no time will Building Owner charge Licensee any monetary fee or assessment of any kind in connection with the License and this Agreement; (c) Building Owner acknowledges that Licensee may retain third parties to exercise its rights under this Agreement, and Licensee will cause the removal from the Buildings or Properties of any such third party to which Building Owner reasonably objects and for which Building Owner gives notice of objection; (d) Licensee will not, at any time, record or attempt to record in the public records this Agreement, any memorandum of this Agreement, or any other instrument against the real property of Building Owner; (e) This Agreement represents the full understanding of the parties with respect to its subject matter and cannot be modified, amended or waived except in a writing signed by both parties; and (f) the interpretation and enforcement of this Agreement will be governed by the internal laws of the State of Colorado.

8. **Counterparts, Facsimile and Electronic Mail Signatures.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature.

9. **Effective Date.** This Agreement is effective on the date it is last signed by all parties (“Effective Date”).

“Licensee”
Qwest Corporation d/b/a CenturyLink QC on behalf of
itself and its affiliates

“Building Owner”
>>City of Santa Fe<<

By: _____
Name: _____
Title: _____

By: _____
Name: Brian Snyder
Title: City Manager

BUILDING ENTRY AGREEMENT

EXHIBIT A

(List of Properties)

1030 W ALAMEDA ST	SANTA FE	NM	87501
1121 ALTO ST	SANTA FE	NM	87501
1142 SILER RD	SANTA FE	NM	87507
200 MURALES RD	SANTA FE	NM	87501
2391 RICHARDS AVE	SANTA FE	NM	87507
2515 CAMINO ENTRADA	SANTA FE	NM	87507
2651 SIRINGO RD	SANTA FE	NM	87507
2931 RUFINA ST	SANTA FE	NM	87507
490 BISHOPS LODGE RD	SANTA FE	NM	87501
737 AGUA FRIA ST	SANTA FE	NM	87501
500 MARKET ST	SANTA FE	NM	87501
1130 ARROYO CHAMISO	SANTA FE	NM	87505
2511 CAMINO ENTRADA	SANTA FE	NM	87507
601 ALTA VISTA ST	SANTA FE	NM	87505
410 S GUADALUPE ST	SANTA FE	NM	87501
216 W SAN FRANCISCO ST	SANTA FE	NM	87501
3221 RODEO RD	SANTA FE	NM	87507
100 CAJA DEL RIO RD	SANTA FE	NM	87506
205 CAJA DEL RIO RD	SANTA FE	NM	87506
73 PASEO REAL	SANTA FE	NM	87507



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Century Link

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$21,449 monthly x 12 = \$257,388

Termination Date: June 30, 2019

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: QMOE

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: _____

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ [] _____ Date: _____

Sole Source [] _____ Date: _____

Other _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: _____ 12029 BU/Line Item: _____ 514100

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Yodel M. Catanach
Phone # 505-955-5575

10 Certificate of Insurance attached. (if original Contract) [x]

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: _____

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE	
					05-Dec-2014	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE			
INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States			Co. A Greenwich Insurance Company			
			Co. B XL Specialty Insurance Co.			
			Co. C North American Elite Insurance Company			
			Co. D Various			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033302	01-SEP-2014	01-SEP-2015	GENERAL AGGREGATE	\$15,000,000
					PRODUCTS - COMP/OP AGG	\$15,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$10,000
A A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033402 - AOS RAD500033502 - MA	01-SEP-2014 01-SEP-2014	01-SEP-2015 01-SEP-2015	COMBINED SINGLE LIMIT	\$5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	UMB000800502	01-SEP-2014	01-SEP-2015	EACH OCCURENCE	\$10,000,000
					AGGREGATE	\$10,000,000

	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS	RWD500032902	01-SEP-2014	01-SEP-2015		
B	COMPENSATION/	AOS	01-SEP-2014	01-SEP-2015	WORKERS COMPLIMITS	Statutory
B	EMPLOYERS	RWR500033002	01-SEP-2014	01-SEP-2015	EL EACH ACCIDENT	\$1,000,000
B	LIABILITY	WI	01-SEP-2014	01-SEP-2015	EL DISEASE - POLICY LIMIT	\$1,000,000
		RWE500033102 - WA			EL DISEASE - EACH EMPLOYEE	\$1,000,000
		RWE500033202 OH				
D	Technology E&O incl. Cyber/Privacy Liability	W10305140601	01-SEP-2014	01-SEP-2015	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075001	01-MAR-2014	01-MAR-2015	Limits	\$10,000,000
D	Property	Various	15-MAR-2014	15-MAR-2015	Amount of Insurance	\$25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE		DATE 05-Dec-2014
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States	
ADDITIONAL INFORMATION Technology E&O (Including Cyber Privacy Liability)		
Insurer: Syndicate 2623/623 at Lloyd's		
CRIME		

GARAGE LIABILITY					AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS	RWD500032902	01-SEP-2014	01-SEP-2015		
B	COMPENSATION /	AOS	01-SEP-2014	01-SEP-2015	WORKERS COMP LIMITS	Statutory
B	EMPLOYERS	RWR500033002	01-SEP-2014	01-SEP-2015	EL EACH ACCIDENT	\$1,000,000
B	LIABILITY	WI	01-SEP-2014	01-SEP-2015	EL DISEASE - POLICY LIMIT	\$1,000,000
		RWE500033102 - WA			EL DISEASE - EACH EMPLOYEE	\$1,000,000
		RWE500033202 OH				
D	Technology E&O incl. Cyber/Privacy Liability	W10305140601	01-SEP-2014	01-SEP-2015	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075001	01-MAR-2014	01-MAR-2015	Limits	\$10,000,000
D	Property	Various	15-MAR-2014	15-MAR-2015	Amount of Insurance	\$25,000,000

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ADDITIONAL INFORMATION Technology E&O (Including Cyber Privacy Liability) Insurer: Syndicate 2623/623 at Lloyd's CRIME		

Insurer: Westchester Fire Insurance Company

PROPERTY

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

FOREIGN LIABILITY

Policy No. WS11004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2014 to September 1, 2015

Insurer: Westchester Fire Insurance Company

PROPERTY

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

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AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION)

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FOREIGN LIABILITY

Policy No. WS11004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2014 to September 1, 2015

Foreign General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

\$2,000,000 Personal & Advertising Injury Limit

\$2,000,000 Each Occurrence Limit

\$1,000,000 Damage to Premises Rented to You Limit

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Foreign Business Auto Liability

\$2,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

\$2,000,000 Employers Liability Injury by Accident Each Accident

\$2,000,000 Employers Liability Injury, by Disease, policy limit

\$2,000,000 Employers Liability Injury, by Disease, each employee

EXCESS/UMBRELLA

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

CONTRACTOR'S POLLUTION

Policy No. CH13ECP793246QN

Insurer: Navigators Specialty Insurance Company

Policy Period: October 1, 2013 to March 1, 2016

Limits of Liability: \$3,000,000 each pollution condition / \$3,000,000 aggregate

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

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Foreign General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

\$2,000,000 Personal & Advertising Injury Limit

\$2,000,000 Each Occurrence Limit

\$1,000,000 Damage to Premises Rented to You Limit

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Foreign Business Auto Liability

\$2,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

\$2,000,000 Employers Liability Injury by Accident Each Accident

\$2,000,000 Employers Liability Injury, by Disease, policy limit

\$2,000,000 Employers Liability Injury, by Disease, each employee

EXCESS/UMBRELLA

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

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20170687

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE		
ITT Department				06/04/2015		
ITEM DESCRIPTION	BU / LINE ITEM	--(Finance Dept Use Only)--		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Rep & Maint Equipment	32138.520300		DR		48,853	
Communications	32138.514100		DR	48,852		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	48,852	48,853

Century Link Metro Ethernet Optic for FY 14/15 is short \$48,852

<p><i>[Signature]</i> 6/1/15 Prepared By Date</p>	<p align="center">CITY COUNCIL APPROVAL</p> <p>City Council Approval Required <input type="checkbox"/></p>	<p><i>[Signature]</i> 6/8/15 Budget Officer Date</p>
<p>Division Director Date</p>	<p>City Council Approval Date <input type="text"/></p>	<p><i>[Signature]</i> 6-11-2015 Finance Director Date</p>
<p><i>[Signature]</i> 6/1/15 Department Director Date</p>	<p>Agenda Item #: <input type="text"/></p>	<p>City Manager Date</p>