

Attachment(s):

- Wireless Access Point Agreement
- Information sheet from MTA

Summary statement: Susan Brown, Senior Network Account Executive for the Matanuska Telephone Association (MTA) contacted the City on October 16, 2013 with an offer to install a wireless internet access point at the MTA Events Center as a courtesy to the City and the community. MTA would provide and install, at its own expense, the equipment necessary to set up and operate the Wi-Fi system.

The City would be responsible to safeguard the equipment, provide power to the equipment, and to report any problems to MTA. Lockable space in either the existing Mechanical Room or the Lobby Store Room is available for secure installation of the Wi-Fi equipment. The decision on which area would work best is dependent on testing of Wi-Fi signal strength from each location.

MTA estimates the value of the donated equipment and service at \$700 to \$800 for the DSL modem and \$250 per month for the Wi-Fi service. MTA will also provide a banner for inside the building to let the public know that Wi-Fi is available.

The proposed initial term for the Wireless Access Point Agreement is for twelve months commencing on the date the equipment is installed. At the end of the initial term, the Agreement would continue on a month to month basis.

Administration recommendation: Approve action memorandum 13-083.



DEPARTMENT OF COMMUNITY DEVELOPMENT

Sandra Garley
Director

David Meneses
Building Inspector

Beth Skow
Library & Arena Director

MEMORANDUM

TO: Doug Griffin
FROM: Sandra Garley
DATE: October 31, 2013
SUBJECT: Issues identified by Mr. Gatti regarding AM 13-083

Issues identified by Mr. Gatti regarding AM 13-083 the Wireless Access Point Agreement with MTA to Provide Wi-Fi Access at the MTA Events Center:

1. Is there a Bond Conflict (Private Activity Bar)?
 - While this should be answered by someone with experience with bond limits, we do have the following information:
 - a. MTA estimates the value of the donated Wi-Fi service \$250 to be per month (\$3,000 per year).
 - b. MTA will also provide a banner for inside the building to let the public know that Wi-Fi is available. The annual fee charged by the City for a banner inside the MTA Events Center is \$1,300 per year.
 - c. Therefore, City could perhaps lose \$1,300 per year in revenue by not selling banner space to another business or organization, however, this is offset by \$3,000 per year in Wi-Fi services donated to the public using the facility.
2. Is there a conflict with the Brand License Agreement with MTA signed January 14, 2011 and Amended January 30, 2012?
 - After reviewing the Brand License Agreement, there is no conflict with the terms of the agreement.
3. What is the extent of City's liability for damages to equipment?
 - According to Susan Brown, Senior Network Account Executive for the Matanuska Telephone Association the City would be responsible to safeguard \$700 to \$800 DSL modem equipment, The MTA Events Center has two lockable spaces, either the existing Mechanical Room or the Lobby Store Room, that is available for secure installation of the Wi-Fi equipment.



WIRELESS ACCESS POINT AGREEMENT

THIS WIRELESS ACCESS POINT AGREEMENT ("Agreement") is made and entered as of November 1 2013 ("Effective Date") by and between MTA Communications, LLC, ("MTA") with a place of business at 1740 S. Chugach Street, Palmer, Alaska 99645, and City of Palmer, MTA Events Center ("Partner") with a place of business at 1401 Denali Street, Palmer, Alaska

- 1. Services. MTA agrees to set up a wireless internet access point ("MTA Wi-Fi") on Partner's premises for the term of this Agreement. The MTA Wi-Fi provides persons in the vicinity wireless access to the Internet free of charge. Partner shall not charge for the MTA Wi-Fi usage. MTA shall have responsibility for maintaining the equipment.
2. Equipment. MTA shall provide and install, at its expense, the equipment necessary to set up and operate the MTA Wi-Fi. All equipment is and shall remain the property of MTA at all times. Partner shall have responsibility for safeguarding MTA's equipment, providing power and reporting any problems to MTA. In the event MTA's equipment is lost, damaged, or destroyed, through no fault of MTA, Partner shall reimburse MTA for any costs thereof. Upon termination of this Agreement, Partner shall provide MTA reasonable access to remove the equipment from Partner's premises.
3. Term. The initial term of this Agreement shall be twelve (12) months commencing with the Effective Date or the date the equipment is installed, whichever is later. At the end of the initial term, this Agreement shall continue on a month-to-month basis until canceled by either Party with a thirty (30) day written notice to the other Party.
4. Termination. MTA may terminate this Agreement at any time without cause.
5. Independent Contractor. The Parties are independent contractors. This Agreement shall not constitute either Party the employee, legal representative or agent of the other, nor shall either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind on behalf of the other Party.
6. Limitation of Liability. In no event shall MTA be liable, EVEN IF DUE TO MTA'S OWN NEGLIGENCE, for: (i) any errors,

- omissions, interruptions, mistakes, delays, or defects in the MTA Wi-Fi; (ii) any damage or injury caused by the use of the MTA Wi-Fi; (iii) any third party act or omission; (iv) any third party claim against Partner; (v) any damage or injury caused by a suspension or termination of the MTA Wi-Fi; or (vi) any event caused by factors beyond MTA's reasonable control. IN NO EVENT SHALL MTA BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES EVEN IF MTA IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. This section survives the termination of this Agreement.
7. Miscellaneous. Each Party agrees to bind itself, its partners, successors, assigns and legal representatives to the other Party with respect to its obligations under this Agreement. This Agreement may not be assigned by Partner without the prior written consent of MTA. MTA's failure to enforce any provision of this Agreement on one occasion shall not constitute a permanent waiver of such provision, or any other provision. Advertising on the MTA Wi-Fi by Partner shall not be permitted.
8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes any previous agreements or understandings, whether verbal or written, between the Parties with respect to the subject matter herein. This Agreement may not be amended or altered in any way except in a writing executed by an authorized representative of each Party.

Accepted and agreed to by the Parties as of the Effective Date.

PARTNER

(Authorized Partner Signature)

Name (Type or Print)

Title

Date

MTA COMMUNICATIONS, LLC

(Authorized MTA Signature)

Name Susan Brown (Type or Print)

Title Senior Network Account Executive

Date October 9, 2013



Banner inside the Building



How **MTA WiFi** Can Help Your Business

- Customers will use your business site for Internet access, since it is free and open.
- No worries, it is 100% supported by MTA.
- Your location will be listed on MTA's website.
- Your business will benefit from MTA name recognition.

MTA WiFi **SPECS**

- 100% supported and controlled by MTA.
- Any customer device can access it.
- Customers will be directed to a landing page after agreeing to terms and conditions.



WWW.MTASOLUTIONS.COM | CALL MONDAY - FRIDAY 8 TO 5:30

Eagle River (907) 689-2699

Mat-Su (907) 761-2699

Other 1 (800) 478-9699

JULY 2013