



REPLY TO:  
12850 Hwy 9  
Suite 600 PMB-306  
Alpharetta, Ga. 30004  
(678) 595-3085  
FAX (678) 528-4162

August 31, 2006

Mark Heller  
Director of GURA  
Golden Urban Renewal Authority  
922 Washington Avenue  
Suite 100 Golden,  
Colorado 80401

Dear Mr. Heller;

This letter is to confirm and specify the terms of an engagement with the City of Golden ("the City") and clarify the nature and extent of the services Civitium, LLC ("Civitium") will provide.

Civitium will deliver consulting services to assist the City in the development of a Request for Proposal (RFP) for the Colorado Wireless Communities ("CWC") to deploy a community wireless broadband network to promote digital inclusion, stimulate economic development and improve the efficiency of government service delivery. Civitium will provide the following services:

- With the assistance of agency staff, perform an inventory of the City's assets that may be used for the deployment of a wireless broadband network, including but not limited to, optical fiber, street light and utility poles, building rooftops, communications towers and water tanks.
- Provide a radio frequency (RF) analysis of the CWC communities, including the City. Perform spectral scans of the 2.4-2.5 and 5.0-6.0 GHz unlicensed bands at a number of sampled locations and performing a real-time, driving site survey to identify existing signal noise levels, sources of interference and degree of "annoyance".
- Facilitate the development of a Marketing and Communications Strategy for the CWC to define, communicate and gain community support for its vision with internal and external stakeholders.
- Develop a detailed set of requirements for the Network according to the findings and recommendations from the feasibility phase of the project.

- Develop a Request for Proposal (RFP) for the CWC to solicit expressions of interest and proposals for the financing, ownership, design, installation, maintenance and upgrade of a citywide wireless broadband network (“Network”). The RFP will incorporate the requirements defined above. In addition to developing the RFP according to the CWC and member communities’ procurement and administrative policies, Civitium will facilitate its peer-review and approval by key stakeholders in the CWC.
- Develop a detailed evaluation framework for how responses received in connection with the issuance of the RFP will be weighted and scored.
- Support the CWC during the RFP process by attending the pre-proposal conference, oral interviews and answering oral and written questions from vendors.
- Perform a detailed analysis on all responses received in connection with the issuance of the RFP. After performing this analysis, Civitium will prepare a detailed report on all aspects of the agreed-upon evaluation framework.
- Provide the CWC with a recommended vendor following the detailed evaluation analysis.
- Develop the required support materials and assist the CWC and in facilitating forum(s) for community input, which may include but not be limited to town hall meetings and public hearings. Following the community input forum(s), Civitium will correlate and report on the feedback received from the community.

The proposed services are estimated to begin on September 1, 2006 and end January 31, 2006 (20 weeks).

Civitium proposes to provide the services described above for a fixed fee of \$13,800, which includes all reasonable travel expenses.

Payment terms are net 10 days from receipt of invoice. Milestone payments are according to the following schedule:

- Payment Milestone #1 - 1/3 of the fixed fee (\$4,600) payable Net 10 days from execution of a signed agreement
- Payment Milestone #2 - 1/3 of the fixed fee (\$4,600) payable Net 10 days from delivery of a final draft RFP for the CWC’s review and approval

- Payment Milestone #3 - 1/3 of the fixed fee (\$4,600) payable Net 10 days from the CWC's acceptance of Civitium's analysis of vendor responses and recommendations.

Neither of the parties will disclose any confidential information received in connection with this engagement letter without the prior written consent of the other party.

Services will be performed in a professional manner by Civitium's employees or subcontractors using reasonable care and having a level of skill commensurate with the requirements of this engagement letter.

Civitium shall have the right to publicly disclose involvement in this engagement with the Township. This may include a statement in Civitium's newsletter, a press release, verbal disclosures to prospective clients and/or the City's name or logo referenced on Civitium's website. The language and/or text of any disclosure shall be pre-approved by the City.

Each party will indemnify the other party for any third party claims for bodily injury, death or damage to tangible property made as a result of performance of the engagement letter, as a court may award. Neither party will be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, regardless of legal theory, relating in any way to this engagement letter or its performance, including, but not limited to, loss of anticipated profits or benefits, even if that party has been advised of the possibility of such damages. Civitium's maximum liability under this engagement letter will not exceed the greater of (i) \$13,800 or (ii) amounts paid by the City to Civitium during the time immediately prior to the date the basis for the claim arose for the services involved.

This engagement letter will be governed by and construed in accordance with the laws of the State of Colorado, without reference to its choice or conflict of laws provisions.

Neither Civitium nor the City is a party to any agreement that would prohibit or restrict its right or ability to enter into this engagement letter, or perform its obligations under this letter.

If the terms of this engagement letter are acceptable, please sign and return a copy to me. We look forward to working with you.

Sincerely,

Patrick McCamley  
Sr. Partner

Civitium, LLC

ACKNOWLEDGED:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_