



Agenda Item No. 7B  
December 14, 2021

TO: Honorable Mayor and City Council Members  
Attention: Aaron M. Busch, City Manager

FROM: GeorgeAnne MeggerSmith, Deputy City Manager  
(Staff contact: Keith McDonald, IT Division Manager (707) 449-5495)

**SUBJECT: AUTHORIZATION FOR THE DEPUTY CITY MANAGER TO EXECUTE AN AGREEMENT FOR A BROADBAND MASTER PLAN WITH MAGELLAN ADVISORS**

**ACTION FOR CONSIDERATION:**

The City Council is asked to consider entering into a contract with Magellan Advisors to develop a comprehensive Broadband Master Plan.

**RECOMMENDATION:**

By simple motion, authorize the Deputy City Manager to execute a contract with Magellan Advisors in the amount of \$145,730 to develop a comprehensive Broadband Master Plan.

**BACKGROUND:**

Broadband is a term commonly used to describe high-speed internet access that is always on.

Always on broadband access is an important factor to many cities because of its ability to:

- Lower business costs
- Improve productivity
- Attract businesses
- Retain highly skilled residents
- Create sustainable jobs
- Opportunities for virtual classroom learning

These factors are especially vital to economies fueled by entrepreneurship, innovation, and creativity. Broadband access relates to the critical functions of City government, quality of life, and even economic and social justice.

On May 19<sup>th</sup>, 2021 the City of Vacaville was awarded the Department of Commerce's Economic Development Administration (EDA) grant for \$187,500 to fund the City of Vacaville Broadband Master Plan.

The development of a Broadband Master Plan will provide data on existing public and private infrastructure, increase coordination among City departments and external stakeholders. The plan will also include a transparent process to identify and prioritize opportunities to expand broadband access and position the City to maximize the community benefits of future public private partnerships.

## **DISCUSSION:**

City staff issued a Request for Proposals (RFP) on August 26, 2021, for a consultant to develop a Broadband Master Plan that the City of Vacaville will be able to follow and execute. Four firms submitted proposals and after much deliberation with internal staff and reference checks, we chose Magellan to create the master plan. Magellan Advisors are the leading turnkey broadband development firm for municipalities, regional councils of government, and utilities. Magellan has over 16 years of experience in developing broadband master plans.

The development of the Broadband Master Plan will focus on the following objectives:

1. Address the 'digital divide' by increasing high-speed internet access for low-income and Disadvantaged residents.
2. Improve fiber access in key commercial areas to maintain Vacaville's economic competitiveness, retain, and attract job-creating businesses, entrepreneurs, and other technology-reliant innovators.
3. Expand fiber access for public facilities and infrastructure to ensure continuous connectivity and service resilience for public safety, emergency response, and other essential City functions.
4. To gain a clear picture of the current broadband environment, leverage existing assets, define governance and business models and find innovative ways in improving competition, reliability, and resiliency for the City.

To achieve the stated objectives above Magellan will be tasked to:

- Conduct a Needs Assessment
  - Conducting internal department staff workshops
  - Community outreach thru workshops and surveys
  - Local Business workshops and surveys
- Inventory and Assessment of city-owned broadband assets
- Assessment of Privately and non-city owned broadband assets
- Review of City Policy
- Gap Analysis indication the need for additional resources and policies in order to meet the city's broadband goals.

The Broadband Master Plan is scheduled to be completed in September 2022. Once completed final recommendations, executive summary, and implementation roadmap will be presented to staff and council.

## **ENVIRONMENTAL IMPACT:**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline Section 15378.

**FISCAL IMPACT:**

Amount Requested: There are no additional funds requested with this item. The City is required to provide \$62,500 in matching funds for the EDA grant and this amount has already been budgeted.

Funding Source: General Fund (Grant Match), EDA Grant

Budget Distribution: CIP Project 810345 (Fiberoptic Master Plan)

**ALTERNATIVES:**

The City Council can vote not to approve entering into the contract.

**STRATEGIC PLAN GOAL/INITIATIVE:**

Goal #2 – Strengthen the Local Economy

Goal #4 – Maintain Effective and Efficient Services

**ATTACHMENTS:**

Attachment 1: Contract for Services

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE CITY OF VACAVILLE AND  
MAGELLAN ADVISORS, LLC  
FOR  
BROADBAND MASTER PLAN**

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and MAGELLAN ADVISORS, LLC, a Florida limited liability company, (hereinafter "CONSULTANT").

**RECITALS**

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.**

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be from *(check one)*:

the date of this AGREEMENT last written below to September 15, 2022, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

to \_\_\_\_\_, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

**SECTION 3. SCHEDULE OF PERFORMANCE.**

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

**SECTION 4. COMPENSATION.**

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed one hundred forty-five thousand seven hundred thirty dollars (\$145,730). The rate and schedule of payment are set out in EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.**

Each month, CONSULTANT shall furnish to CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures permitted hereunder.

**SECTION 6. INDEPENDENT CONTRACTOR.**

It is understood and agreed that CONSULTANT (including CONSULTANT's employees), in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and, as an independent contractor, neither CONSULTANT nor CONSULTANT's employees shall have any rights to retirement benefits or other benefits that accrue to CITY's employees and CONSULTANT hereby expressly waives any claim it or its employees may have to any such benefits or rights.

**SECTION 7. ASSIGNABILITY.**

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign or transfer this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 8. INDEMNIFICATION AND WAIVER OF SUBROGATION.**

A. INDEMNITY.

To the fullest extent allowed by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by CITY's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not CITY accepted or approved any service or work product performed or provided by CONSULTANT hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In

the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to CITY's negligence or willful misconduct, CITY shall pay the portion of damages which is allocated to CITY's negligence or willful misconduct, provided that CITY shall not be liable for any passive negligence of CITY, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONSULTANT.

**B. OBLIGATION TO DEFEND.**

CONSULTANT shall, upon CITY's request, defend with counsel approved by CITY (which approval shall not be unreasonably withheld), at CONSULTANT's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit.

**C. INSURANCE POLICIES; TERMINATION.**

Acceptance of insurance certificates or endorsements required under EXHIBIT E of this AGREEMENT does not relieve CONSULTANT from liability under this SECTION 8 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of CONSULTANT's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this AGREEMENT for the full period of time allowed by law.

**SECTION 9. INSURANCE REQUIREMENTS.**

The defense and indemnification obligations of this AGREEMENT are undertaken in addition to, and shall not in any way be limited by, the Insurance obligations contained in this AGREEMENT. CONSULTANT agrees to have and maintain the policies of insurance set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by CITY's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by CITY's Risk Management. CONSULTANT agrees to provide CITY project manager with a copy of said policies, endorsements, certificates and/or binders before

work commences under this AGREEMENT. The policies shall include a waiver of subrogation endorsement by which CONSULTANT's insurer agrees to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for CITY.

**SECTION 10. NONDISCRIMINATION.**

CONSULTANT shall not discriminate in any way against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in connection with or related to the performance of this AGREEMENT.

**SECTION 11. TERMINATION.**

A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

C. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, CITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

D. CITY's City Manager or his/her authorized designee is empowered to terminate this AGREEMENT on behalf of CITY.

E. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT and, upon receipt thereof, CITY shall pay CONSULTANT for the reasonable value of services performed to the date of termination.

**SECTION 12. GOVERNING LAW.**

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

**SECTION 13. COMPLIANCE WITH LAWS.**

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 14. CONFIDENTIAL INFORMATION.**

All data, documents, discussions, or other information developed or received by or for CONSULTANT in the performance of this AGREEMENT are confidential and not to be disclosed to any person except with the prior written permission of CITY, or as required by law.

**SECTION 15. OWNERSHIP OF MATERIALS.**

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use by CITY.

**SECTION 16. WAIVER.**

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

**SECTION 17. CONSULTANT'S BOOKS AND RECORDS.**

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at any time during regular business hours upon written request by CITY's City Attorney, City Manager, or a designated representative of either of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.



D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of such records and documents be given to CITY and that such records and documents shall be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.

**SECTION 18. CONFLICT OF INTEREST.**

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT.

**SECTION 19. SPECIAL PROVISIONS.**

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

**SECTION 20. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

**TO CITY:** Keith McDonald, Project Manager  
City of Vacaville  
650 Merchant Street  
Vacaville, CA 95688  
ATTENTION: Keith McDonald

**TO CONSULTANT:** Magellan Advisors, LLC  
450 Alton Road 1402  
Miami, FL 33139  
ATTENTION: John Honker

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**SECTION 21. CLAIMS AGAINST CITY.**

In the event any claim or cause of action is brought against CITY by CONSULTANT, its officers, employees, subconsultants, subcontractors, or agents in connection with the performance or nonperformance or arising out of or in any way connected to this AGREEMENT or the duties and obligations contemplated herein, CONSULTANT, its officers, employees, subconsultants, subcontractors, or agents must comply with Vacaville Municipal Code (VMC) Chapter 1.10, as may be amended from time to time. Any claims arising out of or in any way connected to this AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein must be presented in writing to CITY no later than six (6) months after the accrual of the cause of action and such claims shall be governed by the provisions of VMC Chapter 1.10, as may be amended from time to time. No lawsuit, complaint, or cause of action arising out of or in any way connected with the AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein may be brought against CITY, or any officer, employee, board, commission, or authority of CITY, until a written claim has been presented to the CITY Council (by and through the CITY Clerk) and has been acted upon or has been deemed to have been rejected by CITY.

**SECTION 22. VENUE.**

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

**SECTION 23. INTERPRETATION.**

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

**SECTION 24. SIGNATOR'S WARRANTY.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

**SECTION 25. COUNTERPART AND ELECTRONIC SIGNATURE.**

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the parties hereby agree to conduct this transaction by electronic means. This AGREEMENT may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signatures appearing on this AGREEMENT are intended by each party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

**SECTION 26. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

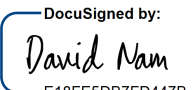
**WITNESS THE EXECUTION HEREOF** on the day and year last written below.

APPROVED AS TO FORM:

"CITY"

Melinda C.H. Stewart, City Attorney

CITY OF VACAVILLE, a municipal corporation


By:   
David Nam, Deputy City Attorney II

By: \_\_\_\_\_  
GeorgeAnne MeggersSmith, Deputy City Manager

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

"CONSULTANT"

MAGELLAN ADVISORS, LLC, a Florida limited liability company

By:   
John Honker, President and Chief Executive Officer

Dated: 12/7/2021  
\_\_\_\_\_

**EXHIBIT A**

**RECITALS**

WHEREAS, CITY desires to obtain contract services to create a Broadband Master Plan; and

WHEREAS, MAGELLAN ADVISORS, LLC has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain MAGELLAN ADVISORS, LLC as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

## **EXHIBIT B**

### **SCOPE OF SERVICES**

CONSULTANT will develop a Broadband Master Plan (“project”) for CITY that will meet the objectives of the project including:

1. Expand fiber access for public facilities and infrastructure to ensure continuous connectivity and service resilience for public safety, emergency response, and other essential CITY functions.
2. Address the ‘digital divide’ by increasing high-speed internet access for low-income and disadvantaged CITY residents.
3. Improve fiber access in key commercial areas to maintain CITY’s economic competitiveness, and to retain and attract job-creating businesses, entrepreneurs and other technology-reliant innovators.

### **PROJECT MANAGEMENT & MEETINGS**

CONSULTANT’s project team will meet on a bi-weekly basis with CITY’s project team to discuss the status of the project, major milestones and deliverables, and ensure alignment on project goals. CONSULTANT will prepare meeting agendas, minutes, and track action items for the project.

*\*Due to the COVID-19 pandemic, CONSULTANT may limit onsite visits in adherence to CDC guidelines.*

*CONSULTANT’s team will work with CITY’s team to conduct meetings remotely and will inform CITY’s team of any updates to this limitation as the COVID situation progresses.*

### **TASK 1. NEEDS ASSESSMENT**

CONSULTANT will begin by conducting a comprehensive Needs Assessment to current and future need for broadband in order to assess resources required to meet those needs. CONSULTANT will engage with a variety of stakeholders to analyze an array of needs and solutions.

#### **Internal Municipal Needs**

CONSULTANT will interview CITY’s internal departments to identify current and future projects and Smart City/IoT applications that require robust broadband. CONSULTANT will conduct an assessment around connecting CITY facilities including parks, community centers, aquatics, gymnastics, and sports facilities, to determine CITY’s capacity for advanced high speed network operations, and examine considerations for wholesale access to high-capacity bandwidth. CONSULTANT’s analysis will inform and advise CITY in broadband infrastructure for an array of applications which may include:

### **Public WiFi**

- Location Aware Launch Pages
- Session Management
- Income from Advertising
- Business Promotion
- Secure Municipal Networks

### **Smart Parking**

- Wireless Meters
- Real-time Parking Availability
- Pay-on-Foot Devices
- Smart Mobile Parking Apps
- Parking Navigation
- Directional Signs
- Real-time Signs
- Credit Card Transactions

### **Emerging Technologies**

- Drones
- Advanced Robotics
- Mobile Hotspots
- Video Streaming
- Point of Sale Applications

### **Smart Transportation**

- Traffic Signal Synch
- Transit Priority
- HD Traffic Cameras
- Transportation Management Center
- Smart Bike Lanes
- Wayfinding

### **Smart Public Safety**

- 4G, 5G, & WiFi Data
- Mobile Streaming Video
- HD Public Safety CCTV Cameras

### **Smart Resources**

- Sanitation
- Water Monitoring
- Rubbish Disposal

### **Outreach to Community Stakeholders**

CONSULTANT will hold interviews with key community partner organizations to gain an understanding of their current and future broadband and technology needs to ensure the needs of the community are known and met. CONSULTANT find the most effective format for these interviews to be in group settings where participants are encouraged to share open, honest feedback with CONSULTANT's team. Community partners to be included in this process will include:

- Local small and medium sized businesses
- Chambers of Commerce and Business Improvement Districts
- Large employers
- Healthcare facilities
- Schools & libraries
- Public safety agencies
- Railways and airports
- Water districts and other utilities providers
- Non-profit organizations
- Community groups
- Residential and commercial property developers

CONSULTANT will be available for a total of up to fifteen (15) interviews or workshops, each of which would be approximately 1-1.5 hours long, based upon CITY's needs for engaging businesses, anchors, and other stakeholders.

CONSULTANT will also conduct an online broadband survey, providing important information to inventory current services, test speeds across the community, and identify willingness to support another offering. The survey instrument will include an embedded speed test since actual performance is often lower than what is documented by the FCC and other sources. CONSULTANT will build the survey based on its experience of what questions work best to build an understanding of current and future broadband needs. CONSULTANT has found that shorter, concise surveys typically receive more responses and will work with CITY's team to narrow down questions that will have the most impact to the study. CONSULTANT's team will also guide CITY in effectively marketing of the survey to receive a strong response rate, including the use of social media, partnering with local business groups, and posting the survey on CITY's website.

### **Trends and Demand Analysis**

Based on the information collected during this process, CONSULTANT will assess the need for wired and wireless infrastructure to support future CITY and community needs. CONSULTANT will identify trends and develop projections of broadband service demand, including identifying and mapping potential government, business, community anchor, and other locations that have a need for additional broadband.

### **TASK 2. INVENTORY AND ASSESSMENT OF CITY-OWNED BROADBAND ASSETS**

CONSULTANT will conduct a comprehensive asset inventory of the current CITY-owned broadband assets including conduit, fiber, antennas, poles, towers, abandoned facilities, active facilities, and other infrastructure to determine their usefulness for expanding broadband within CITY. This effort will provide a realistic assessment of assets available for support Smart City applications and expanding broadband connectivity.

CONSULTANT will analyze the following components:

- Underground conduit, innerduct, empty and available conduit
- Fiber cables, strand counts, splice points, terminations and utilized strands
- Vault and handhole locations
- Available and reserved capacity throughout the network
- Construction and placement method policies
- Current as-builts and documentation
- Terminating locations and public facilities
- GIS maps including publicly-owned property, right of way, easements
- Location of capital improvement projects and economic development zones
- Current and planned locations of public safety cameras and traffic signal interconnect



CONSULTANT will request GIS files, capital projects, planning and development data from CITY to develop a broadband asset map. Using this data, CONSULTANT will first build a geo-correct layer of conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information. A second layer will incorporate poles, traffic signal cabinets and other assets to be used for expanding broadband.

(CITY may seek CONSULTANT's assistance with conducting a physical inventory of assets including rodding and roping of CITY-owned conduit as well as an inventory and capacity estimate of broadband-relevant CITY owned real estate, including but not limited to existing and potential wireless sites and wireline node locations and CITY-owned vertical assets outside of the public right of way (e.g., buildings, stadium lights) in the future. If CITY opts to seek CONSULTANT's assistance with the physical inventory, CITY shall issue a separate request to CONSULTANT, and CONSULTANT will provide CITY with a separate proposal for any and all onsite fielding, assessments, or inspection work to be performed in coordination with CONSULTANT's local subcontractors. The terms and conditions of such physical inventory shall be agreed to by CITY and CONSULTANT through an amendment to this AGREEMENT.)

CONSULTANT will also review General, Economic Development, T1 infrastructure Bond, Paving, Transportation and Capital Projects Plans to identify strategic and cost-effective methods of deploying and expanding broadband in a planned, organized, and phased approach. CONSULTANT will work closely with CITY to assess planned projects that may create opportunities to install additional conduit and fiber through long-term capital projects schedules, public rights-of-way encroachments and development agreements, and will build a map that identifies the projects where broadband infrastructure could be installed over a 10-year period. At the conclusion of the project, CONSULTANT will provide comprehensive GIS files of these maps to CITY, along with a written assessment of findings including estimation of the market value of these assets.

### **TASK 3. ASSESSMENT OF PRIVATELY AND NON-CITY OWNED BROADBAND ASSETS**

CONSULTANT will document and assess all publicly- and privately-owned networks in CITY that are not owned by CITY including:

- Conduit and fiber routes
- Aerial assets including access to and condition of poles
- Existing wireless telecommunications sites, including publicly available WiFi access points, cellular towers and other antenna placement locations, fixed wireless installations and technologies under development, including but not limited to narrow band systems
- Privately and publicly (non-CITY) owned data centers, Internet exchange facilities and intercity fiber route access points.

This information will come from a variety of sources, including CONSULTANT's comprehensive broadband database, third-party research, and information obtained from the providers and infrastructure owners themselves. This analysis will assess the usefulness of these non-CITY owned assets for CITY including identifying available capacity, condition of the assets, cost and policies to access them. CONSULTANT's deliverable for this task will be an assessment of the suitability, capacity, and accessibility of these assets including whether they meet the goals of CITY's broadband program as established in Task 1.

#### **TASK 4. ASSESSMENT OF CITY POLICY**

CONSULTANT's policy experts will conduct a comprehensive review of CITY's existing policies and ordinances as they relate to Smart City and broadband to summarize existing documents, identify gaps, and make recommendations for new policies and best practices that have been successful in other cities. CONSULTANT will review and assess the following documents with the goal of increasing broadband quality and access in CITY:

- Mission Statements
- General plan, master plans, and other land use policies
- Broadband-specific plans, policies and ordinances, including Dig once/open trench/shadowconduit/excavation policies, aesthetics policy, GIS logging and digital plan submission, and broadband infrastructure construction standards, including but not limited to conduit specifications, broadband building standards, smart building requirements, and specifications for public facilities, new construction, and major remodeling projects
- Fiduciary requirements, constraints, and procedures, including those related to CITY network operations and ownership, and the private use of municipal assets, including but not limited to master leases; regulatory policy, including but not limited to CITY's currently established role; franchise compliance, enforcement liaison with other agencies, and competitive access to multiple occupancy buildings; and government operations, including but not limited to online access to CITY services, online permitting, open data, and public housing facilities
- Wireless Facilities permitting including Wireless Ordinance that incorporates the current legislative environment at the state and federal levels
- Master License Agreement (MLA) reflective of a best practice small cell attachment lease rate and process for approval
- Wireless Facilities Design Standards & Guidelines that include considerations for aesthetics, placement, and other common concerns related to small cell and other wireless facilities.
- CONSULTANT will provide a summary and evaluation of current policies and identification of policy areas that may require additional development. CONSULTANT's recommendations is intended to help

CITY generate business processes and workflows that will improve internal and external partnerships for streamlining the ongoing expansion of broadband deployment.

#### **TASK5. GAP ANALYSIS**

Based on the findings of Tasks 1-4, CONSULTANT's team will conduct a gap analysis indicating the need for additional resources and policies in order to meet CITY's broadband goals. The gap analysis will include comparison of CITY's existing broadband resources and policies with what will be required to meet the broadband infrastructure goals of the plan including:

- Identification of existing resources and policies that are sufficient for meeting current and long-term goals
- Identification of resource and policy gaps that constrain or inhibit attainment of those goals
- Identification of existing resources and policies that are currently sufficient for the purpose of attaining those goals but could be better configured, managed or otherwise optimized or improved.
- Recommendations on routes and locations of fiber and/or wireless infrastructure, equipment and points of connection and identification of infrastructure and technical requirements for any recommended network build.

CONSULTANT will provide CITY with a SWOT matrix of these factors with supporting information including assessment of the means currently available to CITY and the need for additional measures to be taken to achieve CITY's broadband goals.

#### **TASK 6. BROADBAND INFRASTRUCTURE MASTER PLAN**

The culmination of the project will be a Broadband Master Plan that lays out strategies for CITY to develop municipal and community broadband initiatives. The Plan will detail findings of all tasks and recommendations for CITY to bring next-generation broadband to its communities by leveraging existing infrastructure and key partnerships. CONSULTANT will provide a report that details actionable steps for CITY to expand broadband access. This will include:

1. A strategic vision statement describing CITY's broadband development goals, CITY's role in achieving these goals and the general types of initiatives that CITY should consider to meet those goals.
2. Analysis of CITY and third party-owned broadband assets and their role in meeting CITY's broadband goals including steps to coordinate the use of these assets.

3. Strategy including implementation of recommendations for meeting the current and future broadband needs of CITY including near-term and long-term initiatives.

4. Recommendations for developing a public broadband access initiative including key locations such as the downtown area, parks, community centers, sports facilities, and other key areas where WiFi, public kiosks, and other technologies can be made available to expand access to broadband.

5. A cost-benefit analysis for CITY being a service provider for underserved communities including pros and cons of wholesale versus retail municipal broadband models.

6. Options and recommendations for improving policies to support the Broadband Master Plan's goals and vision.

7. An overview of financial resources for supporting the initiative including grant funding, tax increment options, and other business models that have been successful in comparable cities. The plan will provide next steps for implementing the Broadband Master Plan including high-level estimates of the cost of each implementation phase and a conceptual roadmap for long-term implementation of all recommendations.

#### **TASK 7. DELIVERABLES**

CONSULTANT will provide a final report and all deliverables including:

1. An Executive Summary not to exceed three (3) pages
2. Appendices (which may be compiled in a separate document) that contain the complete work product from all Tasks
3. Final technical memoranda from each previous task
4. Final Recommendations and Implementation Roadmap
5. GIS compatible maps and specific location data

CONSULTANT will also prepare a PowerPoint presentation and conduct presentations of CONSULTANT's findings and recommendations to the City Council and Committees or Commissions in support of the document's approval. CONSULTANT's team will attend meetings or teleconferences with CITY employees and officials to refine and clarify components of the Broadband Master Plan as requested.

**EXHIBIT C**

**SCHEDULE OF PERFORMANCE**

Work shall commence immediately upon execution of this AGREEMENT and shall be performed in accordance with the schedule set forth below. The time for completion is September 15, 2022.

**E. Project Schedule**

- ◆ Ongoing Task
- Final Deliverable



	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
<b>Needs Assessment</b>	◆	◆	◆						
<b>Inventory and Assessment of City-Owned Assets</b>	◆	◆	◆	◆					
<b>Assessment of Non-City-Owned Assets</b>		◆	◆	◆	◆				
<b>Assessment of City Policy</b>				◆	◆	◆			
<b>Gap Analysis</b>					◆	◆	◆		
<b>Broadband Infrastructure Master Plan</b>							◆	◆	◆
<b>Final Deliverables</b>								◆	□
<b>Project Management &amp; Meetings</b>	◆	◆	◆	◆	◆	◆	◆	◆	◆

**EXHIBIT D**

**COMPENSATION**

CITY agrees to compensate CONSULTANT one hundred forty-five thousand seven hundred thirty dollars (\$145,730) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

CONSULTANT will invoice CITY in nine (9) equal monthly payments of sixteen thousand one hundred ninety-two dollars and twenty-two cents (\$16,192.22). CONSULTANT will provide an invoice on the first day of the month for the current month's services. Invoices are payable on net 30 terms from the date of invoice.

(Physical inventory including rodding and roping of assets are not included in the compensation amount set forth above. Upon CITY's request to CONSULTANT for the physical inventory work, CONSULTANT will provide a separate cost estimate once CONSULTANT has a better understanding of the effort needed for such work. Any compensation for any physical inventory work shall be set forth separately in an amendment to this AGREEMENT.)

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed one hundred forty-five thousand seven hundred thirty dollars (\$145,730). CONSULTANT shall not be entitled to any additional compensation unless CITY, after receiving written notice from CONSULTANT, approves in writing such additional compensation.

Reimbursable expenses shall include the reasonable cost of: N/A.

**EXHIBIT E****INSURANCE**

In all instances where CONSULTANT or its representatives will provide consulting services to CITY, it shall be a requirement under this AGREEMENT that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY as Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this AGREEMENT; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT under this AGREEMENT.

CONSULTANT shall procure and maintain insurance against claims for injuries to persons, damage to property or economic losses which may arise from or in connection with the performance of the work hereunder and the results of that work by CONSULTANT, its agents, representatives, employees or subcontractors.

CONSULTANT agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONSULTANT shall look solely to its insurance for recovery. CONSULTANT hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONSULTANT or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation, which any such insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance.

Original signed certificates and separate policy endorsements naming the City of Vacaville as Additional Insured for general liability, and a waiver of subrogation for Workers' Compensation shall be received and approved by CITY before any work may begin. However, failure to do so shall not operate as waiver of these insurance requirements.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG0001).
2. Original and separate Additional Insured Endorsement for General Liability On-Going Operations (ISO Form CG 20 10).
3. Original and separate endorsement for Primary and Non-Contributory insurance coverage (ISO Form CG 20 01).
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
5. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
6. Original and separate Waiver of Subrogation for Workers' Compensation Insurance.
7. Professional Liability or Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession.

Required Coverage	Minimum Limits
General Liability <i>(primary and excess limits combined)</i>	<p><b>Minimum coverage \$1,000,000 per occurrence and \$2,000,000 aggregate.</b></p> <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit.</b></p> <p>Policy shall be endorsed to name the City of Vacaville as Additional Insured per the conditions detailed below.</p>
Automobile Liability	<p><b>\$1,000,000</b> per occurrence for bodily injury and property damage.</p>
Workers' Compensation and Employers' Liability	<p>Statutory limits as required by the State of California including \$1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. If CONSULTANT is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.</p>
Professional Liability or Errors and Omissions Liability	<p>Minimum coverage \$1,000,000 per claim and \$1,000,000 aggregate (on a claims made basis).</p>
Required Policy Conditions	
Additional Insured Endorsement - On-Going Operations	<p>Applicable to General Liability.</p> <p>The City of Vacaville, its officers, officials, employees, agents and volunteers are to be named as Additional Insured for all liability arising out of, or in any way caused, in whole or in part, actively or passively, by the named insured in the performance of this AGREEMENT. All coverage available to the named insured shall also be available and applicable to the CITY as Additional Insured.</p> <p><b>Additional Insured On-Going Operations Coverage shall be at least as broad as ISO Form CG 20 10 04 13.</b></p>
Primary and Noncontributory Endorsement	<p>The Additional Insured coverage under the CONSULTANT's policy shall be Primary and Noncontributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as <b>ISO Form CG 20 01 04 13.</b></p>
A. M. Best Rating	<p>A-:VII or better. If the A.M. Best Rating falls below the required rating, CONSULTANT must replace coverage immediately and provide prompt notice to CITY.</p>
Waiver of Subrogation Endorsement	<p>CONSULTANT's insurer will provide a Waiver of Subrogation endorsement in favor of CITY for Workers Compensation coverage during the life of this AGREEMENT.</p>



Deductibles and Self-Insured Retentions	<ol style="list-style-type: none"> <li>1. All deductibles and self-insured retentions (SIR) greater than \$50,000 must be disclosed to and approved by CITY's Risk Management and shall not reduce the limits of liability.</li> <li>2. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.</li> <li>3. At the option of CITY either the insurer shall reduce or eliminate such deductibles or SIR as respects CITY; or CONSULTANT shall procure a financial guarantee in an amount equal to the deductible or SIR retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</li> </ol>
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### **Umbrella/Excess Liability Policies**

The limits of insurance required in this AGREEMENT may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall be at least as broad as specified for the underlying coverages and cover those insured in the underlying policies. Any umbrella or excess insurance shall also apply on a Primary and Noncontributory basis for the benefit of the CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

### **Claims-Made Policies**

If any insurance policy is written on a claims-made form, the following conditions apply: 1) the retroactive date must be shown and must be before the date of this AGREEMENT, 2) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this AGREEMENT, CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

### **Subcontractors**

CONSULTANT shall include the following language in their agreement with subcontractors: "Subcontractor agrees to be bound to the CONSULTANT and the City of Vacaville in the same manner and to the same extent as the CONSULTANT is bound to City of Vacaville under the Contract Documents. Subcontractor further agrees to include the same indemnity and insurance provisions contained in the City Contract Document, to the extent they apply to the scope of the sub-subcontractor's work. A copy of the CITY Contract Document indemnity and insurance provisions will be furnished to subcontractor upon request."

CONSULTANT is responsible for verifying subcontractors' insurance policies and endorsements. CONSULTANT agrees to furnish to CITY upon request proof of insurance coverage for CONSULTANT's subcontractors.

CONSULTANT agrees to defend and indemnify CITY for any damage resulting from failure of either CONSULTANT or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONSULTANT and/or CONSULTANT's subcontractors, will not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this AGREEMENT. Damages recoverable by CITY from CONSULTANT or any third party will not be limited by the amount of the required insurance coverage.

### Verification of Coverage

All original certificates and endorsements shall be received and approved by CITY *before work may begin*. CITY reserves the right to obtain full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Original insurance certificates and required policy endorsements shall be mailed, or delivered to CITY's Project Manager.** Insurance certificates and endorsements may be emailed or faxed to CITY's Project Manager. However, CONSULTANT must mail the original certificates and endorsements to CITY's Project Manager once emailed or faxed.

CITY's Project Manager

NAME: Keith McDonald

ADDRESS: 650 Merchant St Vacaville, Ca 95688

EMAIL: [Keith.McDonald@cityofvacaville.com](mailto:Keith.McDonald@cityofvacaville.com)

PHONE: 707-449-5495

### Continuous Coverage

CONSULTANT shall maintain the required insurance for a period of at least one hundred and eighty (180) days (except as required under Claims-Made Policies) after final payment has been made by CITY to CONSULTANT pursuant to this AGREEMENT. Should CONSULTANT cease to have insurance as required during this time, all work by CONSULTANT pursuant to this AGREEMENT shall cease until insurance acceptable to CITY is provided.

**Maintenance of proper insurance coverage is a material element of this AGREEMENT. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of this AGREEMENT.** In the event that CONSULTANT fails to comply with CITY's insurance requirements, CITY may take such action as it deems necessary to protect CITY's interests. Such action may include but is not limited to termination of this AGREEMENT, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONSULTANT must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to CITY's Project Manager.**

### Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

**EXHIBIT F**

**SPECIAL PROVISIONS**

*Check one:*

- There are no special provisions.
- The special provisions to this AGREEMENT are as follows: