

ITEM 4.16

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT FUNDING FROM LOCAL AGENCY TECHNICAL ASSISTANCE GRANT AWARD, CREATE CIP GG 24-24 FOR BROADBAND INFRASTRUCTURE, APPROVE RELATED BUDGET AMENDMENT AND RATIFY AN AGREEMENT WITH MAGELLAN FOR THE DEVELOPMENT OF A MASTER PLAN FOR BROADBAND INFRASTRUCTURE**

RECOMMENDATION: **Adopt a Resolution to Accept Funding From Local Agency Technical Assistance Grant Award, Create CIP GG 24-24 for Broadband Infrastructure, Approve Related Budget Amendment and Ratify an Agreement with Magellan for the Development of a Master Plan for Broadband Infrastructure**

SUMMARY:

The Local Agency Technical Assistance (LATA) Grant Program provides funding to assist organizations in California with their efforts to provide high-speed broadband to unserved and underserved residents. The program made fifty-million dollars (\$50,000,000) available to California local agencies for the facilitation of engineering design, needs assessments, broadband strategic plans and business plans to provide local residents with high-speed broadband.

Staff submitted a grant application with a defined project cost of \$497,915 that would aide in the development of a master plan for broadband infrastructure for the City. This proposed broadband masterplan would allow for design/ engineering and deploying broadband service via fiber to underserved areas of the City.

On July 7, 2023, the California Public Utilities Commission (CPUC) announced that the City of Lathrop was awarded \$497,915 pursuant to resolution T-17793. Staff is requesting City Council to accept the funding from the grant award and create Capital Improvement Plan (CIP) GG 24-24 for Broadband Infrastructure, approve related budget amendments and ratify the City Manager's signature approval of an agreement for the development of a master plan with Magellan for Broadband Infrastructure.

BACKGROUND:

The Local Agency Technical Assistance (LATA) Grant Program provides funding to assist organizations in California to provide high-speed broadband to unserved residents. The program made fifty-million dollars (\$50,000,000) available to California local agencies for the facilitation of engineering design, needs

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assessments, broadband strategic plans and business plans to provide local residents with high-speed broadband.

When it comes to broadband access, a large portion of the City of Lathrop is considered underserved as most residents do not have access to high speed broadband connectivity. The majority of residents impacted by broadband infrastructure gaps are either under eighteen (18) years old or over sixty-five (65) and are a priority for high speed internet access.

Students have a vital need for high speed broadband access to the internet for educational instruction. Most schools during the COVID-19 pandemic switched to requiring students to use laptops for homework, a trend that has also continued post pandemic. Students who do not have access to reliable internet are not able to keep up with the rest of their peers who do have access. This potentially creates an area for a learning gap for students without high speed broadband.

Last year, on the Friday after the Thanksgiving holiday the City suffered a tremendous disruption when vandals cut fiber network cables providing internet network access throughout the City. Grocery stores, restaurants, gas stations and retail businesses such as Target were left without internet and unable to process transactions that were not paid with cash. Even with cash payments, most were businesses that were not able to operate or conduct business on one of the largest economic grossing days of the year. This outage lasted for thirty-six (36) hours.

The proposed master plan will include the redundancy necessary to minimize these types of outages and create high speed broadband internet access for subscribing residents. The proposed Capital Improvement Plan (CIP) GG 24-24 Broadband Infrastructure would bridge the gap for underserved residents by allowing the City to implement the infrastructure to offer low rate plans for high speed internet. The grant funding to develop the master plan was secured in large part due to the assistance from Magellan.

Magellan is a team of advisors with a twenty (20) year history of specializing in working with municipalities, Counties and the private sector to assist in developing and executing broadband strategies to enhance connectivity for residents, schools and retail businesses. The state encourages applicants to use this vendor because nationally they have assisted over four hundred and fifty (450) clients in developing over \$1.5 billion in broadband funding and assets. Magellan has a goal of providing practical broadband solutions that local agencies are capable of implementing. This agency facilitates the creation of actionable strategies to leverage existing infrastructure, develop strategic partnerships and successfully implement Smart City innovations. Through outreach to businesses and community anchors assessment is made on key issues impacting our local environment. Magellan

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possess essential knowledge and experience working with municipalities and Counties in the development of Broadband Master Plans.

The proposed project is 100% funded by the state and the rules governing the LATA grant program allow the City to utilize Magellan to perform the proposed services without competitive bidding. Magellan has been selected by other agencies to perform the same LATA scope of work and is competent to complete all requirements of the grant. Recently, this vendor was selected by multiple cities such as City of Ventura, San Buena Ventura, and Gateway Cities Council of Governments to complete the LATA grant program requirements. At staff request, Magellan provided a proposal to develop a master plan for broadband infrastructure to allow for design engineering at an expense of \$497,915. This proposal was submitted as an integral part of the grant and was approved for funding by CPUC. Magellan provided its proposal and assisted with the application process for the LATA grant at no cost to the City. The City manager has approved an agreement for the proposal provided by Magellan before City Council approved due to the short time constraints to apply for additional funding to execute the master plan.

Staff is processing an application for a related grant which will fund the construction related to the master plan however, it requires the master plan for broadband infrastructure as a part of the submission. Due to requirements of the grant, design of the broadband infrastructure master plan must be at least 30% complete by time of submission and therefore due to the short time constraints to apply for the related grant, the City Manager signed approval of the Agreement with Magellan for the development of a master plan for broadband infrastructure in July. Applications for the related grant that will fund construction costs for this master plan are due by September 29, 2023.

Staff is requesting that City Council accept the funding awarded from the LATA grant, to create CIP GG 24-24, approve related budget amendment and ratify City Manager's signature approval of an agreement with Magellan for the development of a master plan for broadband infrastructure.

REASON FOR RECOMMENDATION:

The funds from the LATA grant program would provide the opportunity for the development of a master plan to enhance broadband connectivity to unserved and underserved residents throughout the City. The master plan for broadband infrastructure grants staff the ability to apply for additional grant funding to implement the construction required to deploy fiber throughout the City.

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FISCAL IMPACT:

The Local Agency Technical Assistance (LATA) Grant Program provides funding to assist organizations in California with their efforts to provide high-speed broadband to unserved and underserved residents. Because funding stems from Federal Coronavirus State and Local Fiscal Recovery Funds, projects authorized through this program are subject to Single Audit requirements. The grant acceptance requires no local matching funds and the project GG 24-24 will be 100% funded through the grant awarded by the CPUC.


<u>Increase Revenue</u>		
2150-80-00-333-05-00		\$497,915
<u>Increase Transfer Out</u>		
2150-99-90-990-90-10		\$497,915
<u>Increase Transfer In</u>		
3010-99-00-393-00-00	CIP GG 24-24	\$497,915
<u>Increase Expense</u>		
3010-80-00-420-01-00	CIP GG 24-24	\$497,915

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Accept Funding from Local Agency Technical Assistance Grant Award, Create CIP GG 24-24 for Broadband Infrastructure, Approve Related Budget Amendment and Ratify an Agreement with Magellan for the Development of a Master Plan for Broadband Infrastructure
- B. Professional Services Agreement between the City of Lathrop and Magellan Broadband Master Plan and Digital Infrastructure.
- C. Award letter from California Public Utilities Commission.

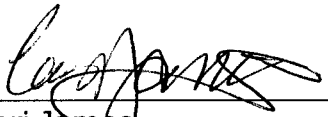
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APPROVALS:



Tony Fernandes
Director of Information Systems

7-27-2023
Date




Cari James
Director of Finance

7/31/2023
Date



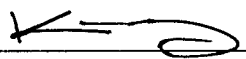
Michael King
Assistant City Manager

7.31.2023
Date



Salvador Navarrete
City Attorney

7.27.2023
Date

 FOR

Stephen J. Salvatore
City Manager

8-7-2023
Date

RESOLUTION NO. 23 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT FUNDING FROM LOCAL AGENCY TECHNICAL ASSISTANCE GRANT AWARD, CREATE CIP GG 24-24 FOR BROADBAND INFRASTRUCTURE, APPROVE RELATED BUDGET AMENDMENT AND RATIFY AN AGREEMENT WITH MAGELLAN FOR THE DEVELOPMENT OF A MASTER PLAN FOR BROADBAND INFRASTRUCTURE

WHEREAS, the Local Agency Technical Assistance (LATA) Grant Program provides funding to assist organizations in California with their efforts to provide high-speed broadband to unserved and underserved residents; and

WHEREAS, staff submitted a LATA grant application with a defined project cost of \$497,915 that would aide in the development of a master plan for broadband infrastructure for the City; and

WHEREAS, on July 7, 2023, the California Public Utilities Commission (CPUC) announced that the City of Lathrop was awarded \$497,915 per resolution T-17793; and

WHEREAS, the state encourages applicants to work with Magellan Advisors because nationally they have assisted over four hundred and fifty (450) clients in developing over \$1.5 billion in broadband funding and assets; and

WHEREAS, the proposed project is 100% funded by the state and the rules governing the LATA grant program allow the City to utilize this vendor to perform the proposed services without competitive bidding; and

WHEREAS, at staff request, Magellan provided a proposal to develop a master plan for broadband infrastructure to allow for design engineering at an expense of \$497,915; and

WHEREAS, due to the short time constraints to apply a related grant, the City Manager approved the Agreement with Magellan for the development of a master plan for broadband infrastructure; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby accept \$497,915 funding from Local Agency Technical Assistance Grant Award; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify Agreement with Magellan for the Development of a Master Plan for Broadband Infrastructure; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of CIP GG 24-24 for Broadband Infrastructure; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop hereby approves the following related budget amendment

Increase Revenue

2150-80-00-333-05-00		\$497,915
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Increase Transfer Out

2150-99-90-990-90-10		\$497,915
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Increase Transfer In

3010-99-00-393-00-00	CIP GG 24-24	\$497,915
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Increase Expense

3010-80-00-420-01-00	CIP GG 24-24	\$497,915
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The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

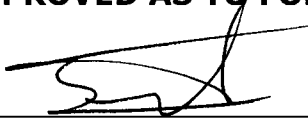
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Exhibit B

Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7220 - fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

July 31, 2023

Magellan Advisors, LLC
Jory Wolf, Project Executive
999 18th Street
Denver, CO 80202

Dear Mr Wolf:

Enclosed please find your original executed agreement to provide the **Development of a Broadband Master Plan and Digital Infrastructure Design**. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**CITY OF LATHROP PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LATHROP AND MAGELLEN BROADBAND
FOR THE DEVELOPMENT OF A BROADBAND MASTER PLAN AND
DIGITAL INFRASTRUCTURE DESIGN**

THIS AGREEMENT, dated for convenience this 31st day of July 2023, is made and entered into by and between Magellan Broadband (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform the development of a Broadband Master Plan and digital infrastructure design as required by this agreement; and

WHEREAS, CONSULTANT provided LATA grant program services to a plethora of municipalities, counties and private sectors; and

WHEREAS, CONSULTANT was selected by CITY pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Services as hereinafter defined, on the following terms and conditions; and

WHEREAS, this Agreement is scheduled to go before City Council for ratification on August 14, 2023;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to provide the development of a broadband master plan and digital infrastructure design services in accordance with the scope of work submitted by the CONSULTANT, attached as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY’S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$497,915** as described in Exhibit “A”.

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CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term.

This agreement shall become effective on the signature date of the City Manager and CONSULTANT has been notified in writing as identified in section (18), and it shall terminate no later than June 30, 2024.

(4) Independent Contractor Status.

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include date, date due, a list of all tasks performed by deliverable, a total amount due, the amounts previously billed, the net amount due on the invoice, and the balance remaining on the agreement and the CONSULTANT'S signature. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for listed services or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting.

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall clarify with the CITY any details of the design that are not specifically understood.

(7) Assignment of Personnel.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to

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do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Jory Wolf**. CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance.

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) **Workers' Compensation.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
 - i. Proof of Worker's Compensation is not required if Consultant provides written verification that they have no employees.

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- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

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- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

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(iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility.

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in

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accordance with all applicable laws and regulations.

(12) Business Licenses.

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination.

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding.

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices.

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

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Copy to: City of Lathrop
Information Systems Department
390 Towne Centre Drive
Lathrop, CA 95330

Phone: (209) 941-7430
FAX: (209) 941-7449

To Consultant: Jory Wolf, Project Executive
Magellan Broadband
999 18th St.
Denver, Colorado, 80202
Phone: (818) 312-7768

(16) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 and Section 2 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

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- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
INFRASTRUCTURE DESIGN

- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(18) Notice to Proceed.

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Limit of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO BUSINESS REPUTATION, EXTENDED OVERHEAD, LOSS OF ANTICIPATED PROFITS, LOSS OF USE OR UTILIZATION OF FACILITIES, OR INEFFICIENCY, INTERRUPTION OR SHUTDOWN OF ANY COMPONENTS, SYSTEMS OR FACILITIES RESULTING FROM THE PARTY'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AND AGGREGATE LIABILITY OF CONSULTANT FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS AND AWARDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WORK ORDERS, OR THE PERFORMANCE OR NON-PERFORMANCE OF ITS SERVICES SHALL BE LIMITED TO THE GREATER OF THE APPLICABLE INSURANCE LIMITS REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT OR \$5,000,000.

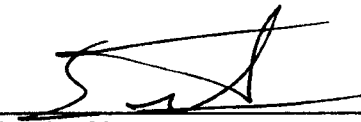
**CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
INFRASTRUCTURE DESIGN**

(20) Signatures.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

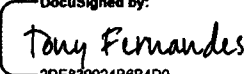
CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
INFRASTRUCTURE DESIGN

Approved as to Form: City of Lathrop



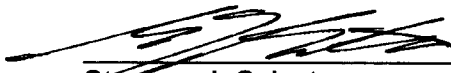
Salvador Navarrete Date
City Attorney 7-24-2023

Recommended for Approval: City of Lathrop

DocuSigned by:


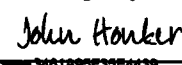
Tony Fernandes Date
Information Systems Director 7/24/2023

Accepted by: City of Lathrop
390 Towne Centre Drive
Resolution: _____ Lathrop, CA 95330



Stephen J. Salvatore Date
City Manager 7-31-23

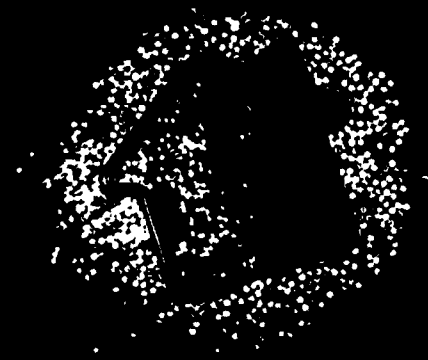
CONSULTANT: Jory Wolf
Magellan Broadband
999 18th Street.
Denver, Colorado, 80202
Fed ID #: 05-1218484
Business License #: 21165

DocuSigned by:


John Honker Date
Signature Principal
John Honker

Jory Wolf Program Executive

CITY OF LATHROP, CA



Broadband Master Plan & Digital Infrastructure Design

Prepared for:
Tony Fernandes
Chief Information Officer
City of Lathrop, CA
tfernandes@ci.lathrop.ca.us

Prepared by:
Jory Wolf
Magellan Advisors
jwolf@magellanbroadband.com
818-312-7768
www.magellanbroadband.com





Letter of Transmittal

November 17, 2022
Tony Fernandes
City of Lathrop, CA

Dear Tony,

Magellan Advisors is pleased to submit this proposal for the development of a Broadband Master Plan and design engineering. Magellan provides professional consulting services to local governments that want to develop effective broadband, IT, and Smart City strategies that are unique to their communities and are based on real-world and demonstrable success. We provide planning and implementation services for local governments and public utilities across the US, assisting over 400 cities, counties and public utilities to develop and execute plans to plan for the future of broadband and IT within their communities.

Our team of advisors has worked with municipalities throughout California to help them develop and execute broadband strategies for their communities. We understand the challenges and opportunities in gaining a competitive edge in terms of economic development and Smart City planning. Magellan assists local governments to create actionable strategies to leverage existing infrastructure, develop strategic partnerships, create successful broadband policies and identify smart investments to enhance municipal operation, businesses, education, healthcare and quality of life for all citizens. Some of our clients in Southern California include:

- South Bay Cities Council of Governments, CA – Broadband Master Plan & Implementation
- Ventura County, CA – Countywide Broadband Plan
- Inglewood, CA – Fiber Master Plan
- Santa Ana, CA – Fiber Master Plan & Wireless Policy Development
- Santa Clarita, CA – Broadband Master Plan
- Oxnard, CA – Fiber Master Plan
- Moorpark, CA – Fiber Master Plan

As every community is unique, our goal is to deliver individually tailored strategies and guidance to you. We will work extensively with your staff and departments as well as stakeholders in your communities to understand how Lathrop can best use its unique capabilities and strengths to increase economic development and government innovation by enhancing the availability of broadband throughout the community. Through outreach to your businesses and community anchors, we assess the state of your broadband market to provide insight on how your individual communities are served today and identify key issues impacting economic development, education, healthcare, public safety and quality of life. Based on your environment, we develop



solutions to improve your local broadband, using a variety of local resources, business model options and strategic partnerships.

Our real-world experience designing, building and operating these networks allows us to customize them specifically to capitalize on existing infrastructure, planned projects and private developments, and partnership and in-kind opportunities to create a network that is incrementally expanded to support the needs of unserved and underserved populations. We complement these designs with construction cost estimates and financial plans that detail the revenues and costs generated by the network, based on actual data from active broadband networks. Our Certified Financial Analysts provide detailed financial plans that test the sustainability of these networks, providing key financial information that helps you make wise decisions on if and how to make investments in broadband. Finally, we collaborate with you throughout the engagement to convey our findings, informing and guiding your decision making with real-world options that you can consider to improve Lathrop's broadband environment.

We believe that broadband consultants are only as good as the results they produce in their clients' communities. Through our work, we've helped municipalities enhance their communities with leading edge broadband services. Magellan is prepared to help the City of Lathrop through this complex process to evaluate the feasible options to support your decision-making process around broadband strategies.

Sincerely,

A handwritten signature in black ink that reads "Jory Wolf".

Jory Wolf

VP of Digital Innovation, Magellan Advisors

818.312.7768

JWolf@magellanbroadband.com



About Magellan

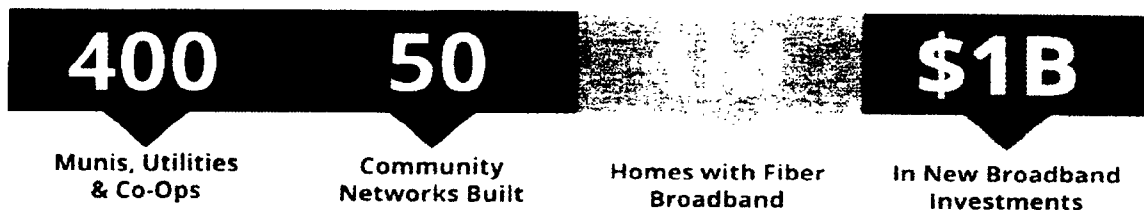
Magellan is a Denver-based firm with local offices in Miami, Los Angeles, and Kansas City. Magellan’s primary address is 999 18th Street, Suite 3000 Denver, CO 80202. Magellan Advisors, LLC was founded in January of 2004 and has been in operation as a Florida Limited Liability Company since inception. Our Federal EIN is 65-1218484. Magellan maintains a staff of 40 full and part time employees.

Magellan provides leading wireless, broadband, Smart City, turnkey design and engineering, and project and construction management to public and private organizations. We are a full spectrum planning and implementation firm that brings together technology, communications, and utility consulting to create smart gigabit cities of tomorrow.

Our professionals bring years of experience from the broadband, telecom, information technology and government sectors. We are thought leaders and real-world implementers of broadband and smart city networks that keep communities competitive in the digital world.

Unlike most consulting firms, we partner with our clients every step of the way, whether they are deploying institutional fiber networks, developing broadband public-private partnerships or deploying Smart City networks. We are a “hands-on” firm with strong project management abilities and implementation skills to see our clients’ projects through from concept to completion.

We are only successful when our clients are successful. Our goal is to deliver practical broadband and technology solutions that our clients are capable of implementing in their communities. Our combination of unmatched broadband, telecom, business, and operational experience creates actionable strategies that communities use to realize their broadband and Smart City objectives. We have led the planning, funding, construction, and management of over 50 fiber-to-the-premise networks passing over 1 million homes and connecting more than 1,000 schools, hospitals, government offices and community organizations. Our work has resulted in over \$1 billion in new broadband investments nationwide. Magellan has helped more communities successfully plan, implement, and manage gigabit broadband networks than any other firm in the market.





Key West Coast Clients

CUSTOMER	STATE	TYPE	MAGELLAN BROADBAND SERVICES													
			FEASIBILITY STUDY	FIBER MASTER PLAN	ENGINEERING DESIGN PLAN	GRANT DEVELOPMENT	PERFORMANCE EVALUATION	BROADBAND POLICY	ENGINEERING DESIGN	PERMITTING	PROCUREMENT	CONSTRUCTION MANAGEMENT	INSPECTIONS & CLOSE-OUT	STARTUP & LAUNCH	OPERATIONS & MANAGEMENT	SALES & MARKETING	BROADBAND EXPANSION
Alameda County	CA	County	.													
City of Bellingham	WA	City	.													
City of Carlsbad	CA	City	.		.											
City of Chula Vista	CA	City	.													
City of Concord	CA	City	.													
City of Davis	CA	City	.													
City of El Monte	CA	City	.		.											
City of Fairfield	CA	City	.													
City of Fremont	CA	City	.													
City of Fresno	CA	City	.													
Fresno County	CA	County	.													
Ferry County & ColMe Tribes	WA	County	.		.											
City of Glendale	CA	City	.													
Grays Harbor PUD	WA	Utility	.													
City of Hayward	CA	City	.													
City of Hidden Hills	CA	City	.													
City of Hillsboro	OR	City	.													
City of Huntington Beach	CA	City	.													
City of Indio	CA	City	.													
City of Inglewood	CA	City	.		.											
Jefferson Public Utility District	WA	Utility	.		.	.	.				
City of La Mesa	CA	City	.													
City of Lodi	CA	Utility	.													
City of Manhattan Beach	CA	City	.													
Marin County	CA	County	.		.											
Marion County	OR	County	.		.	.	.				
Merced County	CA	County	.		.											
City of Mission Viejo	CA	City	.													
City of Moreno Valley	CA	City	.		.											
Napa County	CA	County	.													
Navajo Nation	NM	Organizatio	.													
Navajo County	AZ	County	.		.											
Northern AZ Council of Gvt	AZ	Organizatio	.		.											
City of Oxnard	CA	City	.													
City of Oregon City	OR	City	.													
City of Palo Alto	CA	City	.													
City of Paso Robles	CA	City	.													
City of Perris	CA	City	.													
Pierce County	WA	County	.		.	.	.				
Pima Association of Gvts	AZ	Organizatio	.													
City of Rancho Cucamonga	CA	City	.		.											
City of Rancho Santa Fe	CA	City	.													
City of Sacramento	CA	City	.													
City of San Leandro	CA	City	.													
City of Santa Ana	CA	City	.													
City of Santa Clarita	CA	City	.													
City of Sherwood	OR	City	.													
Town of Skykomish	WA	Town	.													
Snohomish County PUD	WA	Utility	.													
Sonoma County	CA	County	.													
South Bay COG	CA	Organizatio	.		.											
City of South San Francisco	CA	City	.													
Southern CA Assn of Gvts	CA	Organizatio	.													
City of Stockton	CA	City	.													
Town of Tiburon	CA	City	.		.											
City of Ventura	CA	City	.													
Ventura County	CA	County	.													
City of Walla Walla	WA	City	.													
City of West Hollywood	CA	City	.													
City of West Sacramento	CA	City	.													
Whitman County	WA	County	.													
City of Winters	CA	City	.													
Yolo County	CA	County	.													



Key Personnel

JORY WOLF

VP of Digital Innovation: Project Executive

Jory joined Magellan after 22 years as CIO of the City of Santa Monica, CA where he launched Santa Monica City Wi-Fi, which provides free internet services to the public through a network of 32 hot zones and wireless coverage in most major commercial and transit corridors throughout the city. He created Santa Monica City Net, a 100-gigabit broadband initiative to support an environment for local businesses to compete in the global economy with cutting edge network solutions. Jory has over 35 years of experience in Information Technology, including broadband, FTTH and Smart City initiatives. Jory and his teams have received over 50 awards for information technology projects during his career and in 2012 he received the CIO Lifetime Achievement Award from the Los Angeles Business Journal. Since joining Magellan Advisors in July 2016, Jory has led teams that have worked on 60+ government projects in broadband master planning, feasibility studies, wireless strategic planning, 5G small cell policies, dig once policies and smart city.

WILL MORAT

Senior Broadband Consultant: Project Manager

Will has 15 years of experience leading complex projects in government, communications, and economic development. He has led public fiber optic network projects from the nascent stages all the way through launch. His focus is on leveraging public assets with private investment to realize community benefit: closing the Digital Divide, improving public services through technology, and enhancing the quality of life and economic environment. Will brings a background in public policy, local government administration, and cross-departmental experience in project management that complements the critical role of broadband in community growth and development.

PRESTON YOUNG

Senior Broadband Consultant

Preston Young has many years of experience in the telecom industry, specializing in program management of large-scale fiber optic construction over builds. He has experience managing many projects of all sizes, working with major telecom and wireless providers in managing all aspects of the projects including contract management, budget analysis, high-level design, low-level design, construction, milestone reporting, and government and municipality management. Preston is a very detailed program manager with a tenacious quest for success and learning, results driven leadership and analytical thinking. He thrives on efficient on-time projects that meet or are under budget.



GREG WHELAN

Senior Broadband Consultant

Greg is a subject matter expert in broadband, fiber, digital infrastructure, mobile, 5G, cloud/edge, telecommunications, and IoT. He was a pioneer in broadband and created the project that led to the first broadband modem chipset in the industry. He was a co-founder and vice president of the original Broadband Forum and participated in early international broadband standards organizations. He was part of the team that architected one of the first Open Access Broadband networks in the USA and was early in connecting private funding and open fiber networks in the USA. Prior to joining Magellan Advisors, he was an independent broadband industry analyst and advisor. Before that he led broadband marketing and products at Cisco Systems, Cascade Communications, Analog Devices and a number of start-ups in greater Boston.

DAVID BREVITZ

Senior Broadband Consultant

David has decades of experience in the telecommunications industry from an extensive array of telecommunications engagements in the U.S. and internationally. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, telecommunications stakeholder engagement, wireless and fixed broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and universal service goals and objectives.

AL KAMUDA

Design Team Lead

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.



MATTHEW SOUTHWELL

Associate Project Manager – Design

Matthew Southwell has over 13 years in the telecommunications field. Matthew's career began as a U.S Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Advisors in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL. □

TAMARA MANN

Project Management Analyst

Tamara has several years of experience in the Information Technology industry. Her background is in data analytics, business intelligence, and project coordination in software automation and implementation. Tamara has a history of crafting customized reports based on the detailed analysis of complex data sets. She has played a critical role in tracking project milestones, timelines, budgets, and risks to ensure effective completion of project deliverables within target parameters. She has experience in leading and supporting multiple projects at a time, as well as program / portfolio management. Tamara is an enthusiastic Project Administrator dedicated to professional development and growth. She is currently pursuing a bachelor's degree in business administration with a concentration in business intelligence and analytic management from DeVry University.

COLE HENKLE

Director – Broadband Design

Cole has a decade of experience managing large broadband designs. He manages the full life cycle of engineering projects from inception to completion, managing all permitting activities and personnel in local and remote locations. He has direct experience working with major carriers, municipalities and regional governments on regional fiber and broadband deployments across the US, some of which include Google Fiber, Verizon and the Cities of Hillsboro, OR, Chesapeake, VA, Portsmouth, VA, Boulder, CO, and Ann Arbor, MI. Mr. Henkle led the City of Hillsboro design engineering project, with 100 miles of fiber backbone and 5,000 homes designed and built to date.



SHAWN MORRIS
Broadband Designer

Shawn Morris has more than seven years of experience designing, and coordinating fiber projects and has additional experience in the architecture design industry. Most recently, Shawn has contributed towards multiple municipality based FTTH and Infrastructural Network projects. Shawn excels at identifying potential problems early in projects and uses his problem-solving skills to plan and develop processes and procedures to navigate each unique challenge. His excellent customer service is consistently recognized by our clients and Shawn always ensures that quality deliverables are provided. Shawn holds a Master of Architecture from Kansas State University. Shawn is experienced with the following software: Microsoft Office, Autocad, ArcGIS, 3-GIS, SketchUp, Adobe InDesign, G Suite, and Lucidchart.



Scope of Work

Magellan has worked with countless communities to explore ways to expand options for broadband access for municipal use, economic development, and to reach underserved and unserved populations. Our methodology is designed to gain a clear picture of the current broadband environment, leverage existing assets, engage in partnerships, understand funding, and find innovative ways for local governments to play a role in improving competition, reliability, and resiliency for their communities.

DESIGN ENGINEERING

A: Conceptual Design

Magellan will create a High-Level Design (30%). As we develop the High-Level Design, we will work with the City of Lathrop team to determine the best running lines, infrastructure and locations where fiber should be constructed.

Magellan will have their design process begin in which fiber alignments, placements, structures, cable sizes and splice points are identified in the network. Magellan will work with the City to analyze any existing fiber backbone routes and determine the best construction strategy and methods. Minor changes in the backbone routes may be preferred to avoid congestion or those planned for replacement in the next few years.

Also, Magellan will look at opportunities to optimize the backbone for future City services and broadband applications that may give the City advantages for expanding the network in the future but come with little if any additional cost today. The High-Level Design will include geo-located data layers for the following:

- Review of construction standards, policies and practices
- Placement of new backbone cable
- Right of way analysis
- Sites to connect on the backbone
- Laterals to each site
- Interconnection with core data centers/utility sites

The 30% High-Level Design will focus on 4 key components that will accurately inform and guide the final design engineering:

Backhaul/Redundant Connections - Connecting the City's local, publicly-owned fiber network to other public and/or private regional middle-mile and long-haul transport circuits to procure diverse, redundant pathways to colocation and data facilities that ensure connection to the Internet. A resilient City network will require at least two independent fiber paths to ensure that service is not interrupted due to technical issues, construction, accidental cable cuts, natural disasters/fire, or other unforeseen events.

Core Fiber Backbone - Connecting communities to one another across the City and building a high-capacity fiber backbone that connects to the greater internet points of presence, colocation centers and central offices. The core fiber backbone will consist of high-count fiber using redundant rings and/or mesh



architectures to support a highly resilient backbone. It will include all outside plant fiber assets, hut locations, facility locations and core network elements to light the network.

Fiber Laterals to Key Organizations – We will connect community anchor organizations to the fiber backbone, providing multi-gigabit connectivity to schools, hospitals, government offices, public safety facilities, utilities, cooperatives, and other key facilities. It will include all outside plant fiber assets and network elements to connect facilities to the network.

Fiber To The Home Distribution/Access – Magellan will provide dense fiber distribution to homes and businesses within each region, enabling individual users to connect to the network. FTTH distribution will include outside plant fiber, distribution huts, splitter cabinets and other distribution elements to enable service drops that will connect end users to the network for fiber to the home broadband services.

As Magellan completes the High-Level Design, we will conduct a formal review with maps illustrating all components of the backbone overbuild. We will present the 30% design, alignments, sites, laterals and connections to give the Lathrop City staff a first look at the preliminary design, provide feedback and give Magellan a chance to make any adjustments to running lines and other outside plant aspects of the network before moving into detailed engineering.

B: Low Level Design (60%)

Once consensus on the high-level design has been received, Magellan will begin the onsite fielding process, in which the internal field team will conduct detailed walkouts of all routes and fiber lines. Our fielding process identifies features and attributes, constructability, hazards, and survey of existing infrastructure. We utilize Trimble GPS units for all fielding and iPad data collection to record features and upload them in real time to our design engineers in the back office. This gives us the ability to expedite the design process in concert with our onsite field team. The fielding team will also provide make-ready analysis for the fiber overbuild. Magellan will look at the opportunities to over lash to existing cable vs new attachments for backbone fiber installation.

After all field data has been collected, Magellan will begin the detailed engineering design from the survey data and make adjustments to running lines. This is known as the Low-Level Design and is the 60% milestone. Magellan utilizes a route optimization process to determine the best paths for fiber backbone routes, avoiding any potential constructability issues encountered during the fielding process. This process allows us to optimize the final routes for you and value engineer the network to keep costs down. Our low-level design process will also create all fiber cable sizes, splicing diagrams, port assignments, terminations and final site connections for the new backbone. Furthermore, it will provide preliminary bills of materials and cost estimates for the new network.

Magellan will review the Low-Level Design (60%) with the City and will provide the first set of construction prints with detailed placement and routing, integration with existing fiber and conduit, preliminary fiber splice plans, cabinet layouts, pedestals and other low-level outside plant infrastructure documentation. Magellan will provide a detailed review of the plant with the City, pointing out how the design has changed from the 30% Conceptual Design. In this review, Magellan will provide GIS data and plots to the City in



advance of the meetings, so you have ample time to review. Accompanying this data will also be the preliminary cost estimates, bills of materials and bid package documents for construction. This 60% review will give the City a chance to provide feedback to Magellan at a more detailed level and better understand the costs of plant construction, to determine if any changes should be made to reduce budgets, speed the deployment or adjust the fiber routes.

C: Final Design (90%)

Once all updates are invoked Magellan will complete the 90% milestone known as the Final Design. This design process will incorporate any changes from the 60% Low Level Design into the final design. We will finalize all routing, alignments, separations, structure sizing and placement, cabinet placement, splice plans and other components of the design. This process will also identify all permits required, costs and timeframes to acquire the permits. Magellan will have a final review with the City to review all of the scope and address any questions or concerns.

The Final Design and Bid Package will provide the City with the following:

- All construction documents
- City procurement requirements
- Construction standards
- Construction plans
- Sequencing and schedules
- Bills of Materials (see Task 2.C below) using unit costs and pay items for the release and RFP or invitation to bid.

Magellan will provide final QA/QC on all documents and conduct a formal review of the final deliverables with the City to determine if any changes need to be made before going to bid. Magellan will develop the final bid package for construction and provide the City with all content to support a competitive construction procurement. Magellan will provide design specifications, prints, pay items, units, and final documents, incorporating in the City's existing procurement documents to create a final construction package for release to the market. Magellan is happy to manage the pre-bid meeting, answer questions, post addenda, evaluate bidders and make recommendations to the City on the final award.

D: Bill of Materials

Magellan will create a final high-level design and cost estimates for the fiber and wireless networks which itemizes all labor, materials and equipment costs. We will provide a comprehensive bill of materials with unit rates for construction, based on local labor costs that are commensurate with the current market. This bill of materials will supply each per unit cost for outside plant construction, splicing, termination, testing, wireless siting, construction, installation and activation.

Deliverable: *Magellan will provide geodata files, maps and accompanying files for a 30% High Level Design, 60% Low Level Design, a 90% Final Design and a Bill of Materials.*



FIBER MASTER PLAN

TASK 1. ASSET INVENTORY

We will conduct a streamlined asset inventory of the current broadband assets in the public right-of-way including conduit, fiber, antennas, poles, towers, abandoned facilities, active facilities, and other infrastructure to determine their usefulness for expanding broadband within the region. This effort will provide a realistic assessment of assets available for expanding broadband connectivity. This streamlined approach relies on the City providing Magellan requested data in .shp file format or access to the City's GIS to expedite downloading of data.

We believe that the following components should be analyzed:

- 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

Magellan will request GIS files, capital projects, planning and development data from the City to develop a broadband asset map. Using this data, we propose to 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.

A third layer will include General, Economic Development, Transportation and Capital Projects Plans to identify strategic and cost-effective methods of deploying and expanding broadband in a planned, organized and phased approach. We will work closely with the 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 build a map that identifies the projects where broadband infrastructure could be installed over a 10-year period.



TASK 2. MARKET ASSESSMENT

Our team will conduct a market analysis to gain an understanding of what service offerings are currently available to businesses and residents in Lathrop. Magellan's market analysis will identify the services that are available, providers, service level, pricing, and access. We will document all privately-owned networks and research incumbent providers that currently serve the market as well as potential new entrants. This information will come from a variety of sources, including our comprehensive broadband database, third-party research, and information obtained from the providers themselves.

We will then analyze the current market and delineate served, underserved and unserved areas that have a need for broadband but currently lack the necessary infrastructure. We will also work with the local providers to understand and document their current needs, as they too are stakeholders in the region.

TASK 3. NEEDS ASSESSMENT

Magellan will conduct an online broadband survey, providing important information to inventory current services, test speeds across the City, and identify opportunities to build additional infrastructure to serve underserved communities and improve services and rates. 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. It will also include questions about use and access to inform us about digital literacy issues within the community.

Magellan will build the survey based on our experience of what questions work best to build an understanding of current and future broadband needs and will also guide the City in effectively marketing the survey to receive a strong response rate, including the use of social media, partnering with local business groups, and posting the survey on the City's website.

Magellan proposes to also hold interviews with key community organizations to gain a better understanding of current and future broadband and technology needs and issues. We find the most effective format for these interviews to be in group settings where participants are encouraged to share open, honest feedback with our team. During these meetings, we will uncover key information about the needs of the community including what locations are underserved or unserved and digital equity issues including access, affordability, availability of devices, and digital literacy.

We will also work with the City to develop a tool for residents and businesses in Lathrop to access in order to learn information about what service offerings are available in their neighborhood or Census block, including speeds, pricing, and other key information for service selection. The tool may be a website, online portal, or similar setup and may consist of existing tools such as publicly available broadband mapping data, links to service providers availability websites, and/or newly collected data from the service providers or other resources specific to Lathrop. We will work with your team to investigate the most feasible option and will assist with collecting data and designing the chosen tool.



TASK 4. GAP ANALYSIS

Based on the information uncovered in Tasks 1-3, Magellan will develop a gap analysis identifying key issues and barriers related to ensuring that Lathrop's community has access to 100 mbps symmetrical broadband. Our analysis will include gaps in:

- Broadband infrastructure including fiber-optic and wireless assets
- Broadband availability, affordability, and speeds
- Digital equity
- Digital literacy programs

The analysis will include recommendations for filling each of these gaps, including the deployment of new infrastructure, working with providers to improve availability and quality of services, ensuring that all locations of the community have equal access, assisting in developing partnerships with CBOs and recommending educational programs to increase digital literacy.

TASK 5. CONCEPTUAL DESIGN

Based on the gap analysis, Magellan will develop a conceptual network design that includes the locations and type of infrastructure needed to address the needs of Lathrop's community. The design leverage existing infrastructure and planned projects and will include recommended new infrastructure such as fiber-optic and wireless facilities to address the near- and long-term needs of residents, businesses, and community anchor institutions in Lathrop. We will include GIS mapping of the proposed conceptual network design, which will be detailed enough to allow us to provide high-level cost estimates for implementing the broadband network. Our team will also help the City evaluate the feasibility and costs associated with different types of infrastructure to ensure that the final design meets the needs of the communities it will serve.

TASK 6. PHASED IMPLEMENTATION PLAN

We believe a phased approach to implementing this project is key. Magellan's team will help you develop a prioritized, phased approach that uses a "crawl, walk, run" approach to additional fiber deployment, which may include recommendations for using wireless infrastructure to meet the immediate needs of the community. We will identify near term, high-impact projects that will demonstrate capabilities and competence for the City, while minimizing capital investment. These small steps are important to help you build toward larger goals. Building on the initial successes, we will provide a roadmap for fiber infrastructure deployment, based on the priorities of your community and with clear milestones that should be achieved along the way.

TASK 7. BUSINESS MODEL EVALUATION

Based on the information gathered about your community during preceding tasks, our team will identify the most appropriate business model option for broadband expansion which may include opportunities for joint build, partnership options, regional collaborations, considerations about the competitive environment, and funding.

Magellan will assist the City with investigating the business model options including public-private agreements with incumbent and new entrant broadband providers. Some of the key questions that we will address in this section include:



- What opportunities exist for the City to leverage its existing infrastructure to provide additional broadband service options to unserved and underserved locations?
- How might joint investment in broadband infrastructure be accomplished between the City and other public or private sector organizations?
- What legal and operational structures should be considered by the City and other organizations in use of the proposed infrastructure?
- How will the City balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the region?
- How will future system expansion be handled between the City and private sector providers and what contributions will the parties make to this infrastructure?
- What regional opportunities exist for collaboration?

Magellan will provide a recommendation for the most appropriate business model structure for Lathrop.

TASK 8: PARTNER RFP DEVELOPMENT AND EVALUATION

Magellan will assist the City throughout the process of soliciting, evaluating, and selecting the best private sector partner that can operate, maintain, and manage the City's publicly-owned fiber network through a public-private partnership. Publicly-owned fiber networks that serve retail customers require day-to-day management and maintenance, and some grant funding opportunities require public agencies to secure a private partner prior to application submission. Municipalities that don't already operate a power utility typically are not resourced or equipped to efficiently operate as an internet provider, and finding the right private partner to handle network management is essential to long-term success.

Aligned with City project goals and adhering to procurement processes, Magellan will develop and draft an RFP that will solicit comprehensive proposals from Internet Services Providers (ISP) that are qualified and capable of operating the City's future fiber network. We will organize and draft the RFP to leverage City assets, infrastructure, and planned network construction in order to maximize the proposed contribution of RFP respondents.

Magellan will also utilize its experience to help the City evaluate proposals based on detailed and transparent criteria, including working closely with City-appointed evaluators (either City staff, community stakeholders, or both). We will also work closely with staff to draft reports, memos, and presentation slide decks in preparation for any public meetings where City Council or other legislative deliberation and action is required.

TASK 9. REPORT COMPILATION & APPROVAL PROCESS

The culmination of the project will be a Broadband Strategic Plan that lays out strategies for Lathrop to implement its community broadband initiatives. Magellan will provide a report that details actionable steps for the City to expand broadband access and adoption among its population to address the digital divide. Prior to finalizing, Magellan will provide the City's team with an opportunity to review the Plan and will work with the City to ensure that it is 100% representative of the needs of the community. We will also be available to present our findings and recommendations to leadership for adoption of the Plan.



TASK 10: PARTNER TERMS & NEGOTIATIONS

Magellan will assist the City in determining terms and conditions of an agreement with its selected partner and assist the City in negotiating a long-term public-private partnership agreement. Magellan will work closely with the City to participate and advise throughout the negotiation process, including developing and drafting the outline of a proposed partnership agreement for the City to review and prepare for City Council consideration. Magellan will specifically assist the City in negotiating the best terms that address the following key terms:

- City broadband services for public facilities
- Retail services & pricing to a range of customer segments, which may include residential and/or commercial
- Retail services & pricing to government, education, healthcare and anchor organizations
- Retail services that leverage other utilities for outsourced content and services
- Fiber leasing arrangements
- Revenue sharing agreements
- Open Access Model compliance
- Phased roll-out of lit services to customers
- Milestones & performance schedules to guarantee delivery of services
- Partnership arrangements with third-party asset owners (City, other private telecoms)
- Others to be determined throughout the course of negotiations.

PROJECT MANAGEMENT & MEETINGS

Magellan's project team will meet on a bi-weekly basis with your project team to discuss the status of the project, major milestones and deliverables, and ensure alignment on project goals.



Project Timeline

Based on projects of a similar nature, we estimate that Lathrop's Broadband Planning process would take approximately eight (8) months to complete.

- ◆ Ongoing Task
- Final Deliverable



	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Asset Inventory	◆	□						
Market Assessment	◆	◆	□					
Needs Assessment		◆	◆	□				
Gap Analysis			◆	□				
Conceptual Network Design			◆	◆	□			
Phased Implementation Plan				◆	□			
Business Model Evaluation					◆	□		
Partner RFP Development & Evaluation					◆	◆	□	
Design Engineering					◆	◆	◆	□
Final Report & Approval Process						◆	◆	□
Partner Terms & Negotiations							◆	□
Project Management & Meetings	◆	◆	◆	◆	◆	◆	◆	◆



Project Costs

The total cost to the City of Lathrop for the Broadband Strategic Plan is \$497,915 and includes all work to be completed by Magellan as stated in this Proposal. Magellan will bill the City in eight (8) equal monthly payments of \$62,239.38. Magellan will bill on the first day of the month for the current month's services. Travel and incidental expenses are not anticipated for this project as all work will be performed remotely. Invoices are payable on net 30 terms from the date of invoice. Pricing for Design Engineering are estimated costs and may be adjusted based on the data collected and knowledge gained during the effort.

Description	Cost
Design Engineering	\$297,905
Fiber Master Plan	
Asset Inventory	\$17,700
Market Assessment	\$11,800
Needs Assessment	\$23,600
Gap Analysis	\$17,700
Conceptual Network Design	\$23,600
Phased Implementation Plan	\$17,700
Business Model Evaluation	\$11,800
Partner RFP Development & Evaluation	\$17,700
Report Compilation & Approval Process	\$17,700
Partner Terms & Negotiations	\$17,700
Project Management & Meetings	\$23,010
Total for Fiber Master Plan	\$200,010
Total for All Services	\$497,915



Engineering Phase Services	Unit of Measure	Unit Cost	Quantity	Total Cost
High-Level Design	LF	\$0.35	147,128	\$51,494.80
Engineering Design	LF	\$0.45	147,128	\$66,207.60
Permitting	LF	\$0.20	147,128	\$29,425.60
Final Construction Drawings	LF	\$0.20	147,128	\$29,425.60
Staking/Pre-Construction (construction prep)	LF	\$0.20	147,128	\$29,425.60
As-Builts (post construction)	LF	\$0.20	147,128	\$29,425.60
PE Stamps	Hourly	\$250	130	\$32,500.00
Fielding Travel Costs		Not To Exceed		\$30,000.00
Design Engineering Total:				\$297,905

Personnel Title	Specific Personnel	Estimated Hours	Hourly Rate	Total
Project Executive	Jory Wolf	90	\$260	\$23,400
Project Manager	Will Morat	210	\$185	\$38,850
Broadband Consultant	Preston Young	160	\$180	\$28,800
Broadband Consultant	Greg Whelan	150	\$180	\$27,000
Broadband Consultant	David Brevitz	160	\$180	\$28,800
GIS Engineer	Al Kamuda	79	\$140	\$11,060
GIS Engineer	Matthew Southwell	95	\$140	\$13,300
Project Coordinator	Tamara Mann	240	\$120	\$28,800
Total Hourly Costs				\$200,010

Design Engineering Costs @ \$1.60 per foot for 147,128 feet	\$297,905
Total Project Costs	\$497,915

Exhibit C



PUBLIC UTILITIES COMMISSION
STATE OF CALIFORNIA
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

July 7, 2023

Tony Fernandes
tfernandes@ci.lathrop.ca.us
Re: Broadband Infrastructure Planning Project

Dear Tony Fernandes:

Congratulations! The California Public Utilities Commission is pleased to inform you that the City Lathrop's application for Local Agency Technical Assistance grant funding for City of Lathrop's Broadband Infrastructure Planning Project in the amount of up to **\$497,915** has been approved. Your application was received on December 1, 2022, and was posted on the CPUC's Local Agency Technical Assistance webpage. Per Resolution T-17793, the Commission has approved your award.

The award is predicated on the City of Lathrop's agreement to provide technical assistance as detailed in its application. In its application, the City of Lathrop agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A Consent Form binding your organization to the terms of the grant and 2. A State of California Government Agency Tax Payer ID Form for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to Angela Beane (angela.beane@cpuc.ca.gov) and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

A handwritten signature in cursive script that reads "Maria I. Ellis".

Maria I. Ellis
Deputy Director of Broadband
Communications Division

ATTACHMENT 1

Requirements

The grant award is predicated on the City Lathrop's agreement to provide technical assistance as detailed in its application. In its application, the City Lathrop agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year.
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

Reporting

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1.

SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.
- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

Post-completion

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).
- Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

Payment

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

Execution and Performance

The City of Lathrop must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

CALIFORNIA PUBLIC UTILITIES COMMISSION

The City of Lathrop must sign and submit the linked [Consent Form](#) agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The City of Lathrop must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

ATTACHMENT 2

**Local Agency Broadband Technical Assistance Reporting Requirements and
Guidelines**

Version December 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued Decision (D.) 22-02-026 establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

Narrative Project Information

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

Detailed Project Information

- 2.1 Individual work products granted by the program.
 - o Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.

CALIFORNIA PUBLIC UTILITIES COMMISSION

2.7 Planned number of locations to be served, broken out by type:

- o Residential locations
- o Business connections
- o Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

Submission

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/lata-reporting-requirements-dec-22.pdf>

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission’s email at Broadband.TechAssist@cpuc.ca.gov. Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at Broadband.TechAssist@cpuc.ca.gov, if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 31, 2023
January 1 – March 31, 2023	April 28, 2023
April 1 – June 30, 2023	July 31, 2023
July 1 – September 30, 2023	October 31, 2023
October 1 – December 31, 2023	January 31, 2024
January 1 – March 31, 2024	April 28, 2024
April 1 – June 30, 2024	July 31, 2024
July 1 – September 30, 2024	October 31, 2024
October 1 – December 31, 2024	January 31, 2025
January 1 – March 31, 2025	April 30, 2025
April 1 – June 30, 2025	July 31, 2025
July 1 – September 30, 2025	October 31, 2025
October 1 – December 31, 2025	January 30, 2026
January 1 – March 31, 2026	April 30, 2026
April 1 – June 30, 2026	July 31, 2026
July 1 – September 30, 2026	October 30, 2026
October 1 – December 31, 2026	January 31, 2027

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Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's [website](#).