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**JEDO Board Meeting**  
**July 26, 2017**  
**6:00 P.M.**

*City Council Chambers*  
*214 SE 8<sup>th</sup> Street, 2<sup>nd</sup> Floor*  
*Topeka, Kansas*

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**JEDO Board Members**

Shawnee County Commissioners

Shelly Buhler District No. 1  
Kevin Cook District No. 2  
Bob Archer District No. 3

City of Topeka Governing Body

Larry Wolgast Mayor  
Karen Hiller District No. 1  
Sandra Clear District No. 2  
Sylvia Ortiz District No. 3  
Tony Emerson District No. 4  
Michelle De La Isla District No. 5  
Brendan Jensen District No. 6  
Elaine Schwartz District No. 7  
Jeff Coen District No. 8  
Richard Harmon District No. 9

**JEDO Board Voting Members**

Shawnee County Commissioners

Commissioner Shelly Buhler  
Commissioner Kevin Cook  
Commissioner Bob Archer

City of Topeka Governing Body

Mayor Larry Wolgast, Chair  
Deputy Mayor Jeff Coen  
Councilmember Tony Emerson  
Councilmember Michelle De La Isla

Public Comment. Comment from members of the public shall be entertained on each actionable agenda item and at the end of each meeting. Comment shall be limited to topics directly relevant to JEDO business. Members of the public wishing to speak must notify the City Clerk before 5 p.m. on the date of the meeting at [cclerk@topeka.org](mailto:cclerk@topeka.org) or 785-368-3940. This requirement shall not apply to items added during the meeting.

Members of the public shall be limited to four minutes unless the Board, by majority vote, extends the limitation. Debate, question/answer dialogue or discussion with Board members will not count towards the four minute time limitation. To make arrangements for special accommodations, please call 785-368-3940. A 48-hour advance notice is preferred.



**JEDO Board of Directors Agenda  
Wednesday, July 26, 2017 - 6:00 p.m.**

**City Council Chambers  
214 SE 8<sup>th</sup> Street, 2<sup>nd</sup> Floor, Topeka, Kansas**

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **ACTION ITEM:** Approval of May 10, 2017, JEDO Board meeting minutes.
4. **ACTION ITEM:** Update on the East Topeka Learning Center and Approval of contract between Washburn University and JEDO (GO Topeka) regarding the East Topeka Learning Center (ETL.C).
5. **ACTION ITEM:** Approval of Project Morris Incentive Agreement.
6. **ACTION ITEM:** Approval of contract with Tilson Technology Management for broadband consulting services.
7. **DISCUSSION:** 49<sup>th</sup> Street Improvement Project Update
8. **PUBLIC COMMENT:**
9. **ADJOURNMENT:**

**Note:** All attachments will be included with the final agenda.

**Public Comment Policy:** Comment from members of the public shall be entertained on each actionable agenda item and at the end of each meeting. Comment shall be limited to topics relevant to JEDO business. Members of the public wishing to speak must notify the City Clerk before 5:00 p.m. on the date of the meeting via email at [cclerk@topeka.org](mailto:cclerk@topeka.org) or call 785-368-3940. This requirement shall not apply to items added during the meeting. Members of the public will be given four (4) minutes to speak and must maintain proper decorum relating to public meetings.

**Agenda:** Agendas are furnished at least five (5) business days prior to each meeting and posted on the City of Topeka web page at [www.topeka.org/JEDO](http://www.topeka.org/JEDO) and the Shawnee County web page at [www.snco.us/jedo](http://www.snco.us/jedo). To make arrangements for special accommodations please call 785-368-3940 or 785-368-3941. A 48-hour advance notice is preferred.



## ***Agenda Item No. 3***

**JEDO Board Meeting  
July 26, 2017 - 6:00 P.M.**

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May 10, 2017  
JEDO Board Meeting Minutes

**Joint Economic Development Organization Board Minutes  
May 10, 2017**

City Council Chambers, 214 SE 8th Street, Topeka, Kansas, Wednesday, May 10, 2017.

The Joint Economic Development Organization (JEDO) Board Members met at 6:00 p.m. with the following voting Board Members present: Deputy Mayor Jeff Coen, Councilmember Michelle De La Isla and Shawnee County Commissioners Shelly Buhler, Kevin Cook and Bob Archer -5. City of Topeka Mayor Larry Wolgast presided -1. Absent: Councilmember Tony Emerson -1.

Nonvoting Board Members Present: Councilmember Karen Hiller

Nonvoting Board Members Absent: Councilmembers Sandra Clear, Sylvia Ortiz, Elaine Schwartz and Richard Harmon

Deputy Mayor Coen announced he would leave the meeting at 7:30 p.m. and Councilmember Karen Hiller would serve as his proxy.

**APPROVAL of Minutes from the meeting of March 29, 2017 was presented.**

Commissioner Cook moved to approve the Minutes of March 29, 2017. The motion seconded by Deputy Mayor Coen carried unanimously. (6-0-0)

Councilmember Emerson entered the room.

**A PRESENTATION on the GO Topeka Annual Audit Report for the year ended December 31, 2016, was presented by Morgan Padget, Mayer Hoffman McCann P.C.**

Commissioner Archer moved to approve the audit report. The motion seconded by Councilmember De La Isla carried unanimously (7-0-0)

**A PRESENTATION on the 2017 GO Topeka 1<sup>st</sup> Quarter Report was presented.**

Matt Pivarnik, GO Topeka President, thanked JEDO Board members and community leaders for working to find a solution in keeping the St. Francis Hospital in the community. He announced approximately 200 Alorica employees have found new employment and new economic development projects are in the works. He thanked GO Topeka staff members for their hard work to improve economic development in the community.

The following staff members provided 1<sup>st</sup> Quarter Program highlights:

- Jackie Steele, Vice President of Business Retention and Expansion
- Molly Howey, Vice President of New Business Development and Attraction
- Glenda Washington, Vice President of Entrepreneurial and Minority Business Development

- Karen Lane Christilies, GO Topeka Executive Director, 712 Innovations - Topeka Business Incubator
- Barbara Stapleton, Vice President of Workforce and Education Development

**A PRESENTATION on the City of Topeka and Shawnee County Project Priority List and Project Status was presented**

Jason Peek, City of Topeka Public Works Director, provided a brief update on the following projects:

Shawnee County

Kansas Expocentre Renovation Project

City of Topeka

Trafficway Improvement Project No. T-701013.00 (SW 6<sup>th</sup> Avenue - Gage to Fairlawn)  
Topeka Zoo Master Plan - Camp Cowabunga

**APPROVAL of the 2016 JEDO Audit Report was presented.**

Nickie Lee, City of Topeka Finance Director and Treasurer of the JEDO Finance Committee, presented the 2016 JEDO Audit Report dated December 31, 2016 for approval.

Commissioner Archer moved to approve the audit report. The motion seconded by Councilmember De La Isla carried unanimously. (7-0-0)

**A PRESENTATION on the JEDO First Quarter Cash Statement was presented**

Nickie Lee, Treasurer of the JEDO Finance Committee, presented the First Quarter Cash Statement reflecting a bank balance of \$19,210,387.38 as of March 31, 2017.

**APPROVAL of a contract between GO Topeka and Mars Chocolate North America was presented.**

Jackie Steele, Vice President of Business Retention and Expansion, stated the proposal would serve as an addendum to the original agreement between MARS and GO Topeka signed on June 27, 2011. She reported the JEDO Board approved a funding commitment of \$124,715 in association with additional capital investment and expansion by MARS (*Project Fairway*) on March 29, 2017.

Brett Spangler, Mars Chocolate North America Site Director, appeared for questions and thanked JEDO Board members and GO Topeka for their support.

Councilmember De La Isla moved to approve the agreement. The motion was seconded by Commissioner Cook.

Commissioner Cook asked Mr. Spangler to provide a brief overview of the social contributions made by MARS to the community.



Brett Spangler reported MARS partners with a number of community organizations including Harvesters, the Community Food Network and Habitat for Humanity; every MARS associate receives eight hours of paid community volunteer service; and they encourage investment in the downtown through annual events such as the Annual Chocolate Festival.

The motion to approve the agreement carried unanimously. (7-0-0)

**APPROVAL of funding in the amount of \$229,000 for Project Morris was presented.**

Molly Howey, Vice President of New Business Development and Attraction, provided a project overview and proposed incentives for Project Morris. She reported GO Topeka Board of Directors recommended approval of the funding in the amount of \$229,000 on April 24, 2017.

Mayor Wolgast asked when the contract would be presented to the JEDO Board for approval.

Commissioner Cook asked what the timeline would be for the performance base incentives (jobs) as well as the amount of capital investment that would be made and the project timeline involved.

Molly Howey reported they anticipate the contract to be finalized in the coming weeks; the 45 jobs generated over a 5-year period would be paid out annually per job; a total investment of \$4,000 of capital investment would be awarded when proof of investment has been secured.

Councilmember De La Isla moved to approve project funding in the amount of \$229,000. The motion seconded by Councilmember Emersion carried unanimously. (7-0-0)

Deputy Mayor Coen left the meeting.

**AN OVERVIEW of the New Markets Tax Credits (NMTC) Program for East Topeka Learning Center was presented.**

An overview of the New Markets Tax Credits (NMTC) Program was presented by Jeff White, Columbia Capital Management Company, LLC.

In response, JEDO Board members inquired on the following:

- Has an alternate plan has been created in the event tax credit financing was not approved?
- If they should move forward with approval of an architect for the project and execution of an agreement without securing tax credit financing?
- What is the anticipated amount of tax credits that will be issued?
- In reference to the anticipated amount of tax credits – how much of that amount would be spent; what would be the net benefit; and will there be any sub-costs involved?
- What are the risks related to submitting an application for tax credits?
- If Washburn University does not remain a partner for the entire seven years would this play a role in noncompliance of tax credit requirements?

- Would accepting the tax credits place any restrictions on the project with regards to vendors and contractors ultimately raising the cost of the project?

Jeff White provided the following responses:

- It is important to keep the project moving forward by making sure all essential pieces (architect and agreement) of the project are in place because if approved, investors will want to execute the transaction as soon as possible.
- It is anticipated they will be approved for approximately \$6.7 million in tax credits.
- With an investment of \$4.5 million there would be enough funds to construct the project as currently proposed in terms of scope and size as well as sufficient funds to support the operations subsidy for the next couple of years. A contingency amount was built into the cost for the application process and the only sub-cost associated with the project would be a consulting fee paid to Columbia Capital Management Company, LLC.
- There is zero risk for completing the application process; however, there are some theoretical risks involved in the actual financing - the biggest being securing a sponsor guarantee of tax credit recapture in regards to compliance issues. If over the seven-year period there is an event of noncompliance the gross amount of tax credits would have to be reimbursed.
- The program anticipates that all businesses may not last the entire seven years; therefore, an empty building would not be considered non-compliance.
- No restrictions would be placed on the project other than routine reporting process – processes the City and County are accustomed to performing.

**APPROVAL OF AN ARCHITECT for the East Topeka Learning Center was presented.**

Dean Ferrell, ETLIC Design Selection Committee, reported based upon the Committee’s review of the responses, references and presentations through an evaluation matrix they recommend HTK Architects be selected as the final firm to provide architect services for the project.

**UPDATE ON THE WASHBURN UNIVERSITY (Washburn University Technical School) AGREEMENT was presented.**

Barbara Stapleton, Vice President of Workforce and Education Development, reported legal counsel for both the City and County have reviewed the drafted agreement and they are awaiting response from Washburn University. She also reported the project workgroup has convened to review the agreement summary and provide feedback as well as discuss community needs related to the project.

Councilmember Hiller stated it was her understanding the intent of the JEDO Board would be that 100% of the cost of the construction of the building would be funded through JEDO funds and tax credits and Washburn University would cover 100% of the operating expenses.

Commissioner Archer asked if the concerns expressed by project working groups would be addressed.

Barbara Stapleton reported the concerns would be addressed and GO Topeka will communicate with the JEDO Board and the working groups as the process moves forward.

Councilmember Emerson moved to approve the selection of the Committee's recommendation and authorize the JEDO chair to execute an agreement contingent upon approval by the JEDO Board of the joint education agreement with Washburn University. The motion was seconded by Councilmember De La Isla.

Wendy Wells, Alonzo Harrison and Glenda Dubois spoke in support of the project.

The motion to approve the selection of the committee's recommendation and authorize the JEDO chair to execute an agreement contingent upon approval by the JEDO Board of the joint education agreement with Washburn University carried unanimously. (7-0-0)

**APPROVAL of recommendation from the Broadband Taskforce to award RFP bid for Broadband Consulting Services and APPROVE request to enter into negotiations for a contract was presented.**

Gina Milsap, Broadband Taskforce member, provided an overview of the Broadband Task Force Report for Broadband Consulting Services. She reported seven proposals were received from consulting firms, and the Task Force recommends the JEDO Board award a contract to Tilson Technology Management of Greenwood Village, Colorado.

Commissioner Cook questioned if the services Tilson Technology Management plans to provide would include assisting with the endeavor of creating vast private/public partnerships in order to accomplish what was needed and make an impact in the community.

Councilmember Hiller stated the purpose of the project would be to increase availability of advanced broadband services to improve internet access for the entire Shawnee County area in the most affordable way possible.

Commissioner Buhler expressed the importance of establishing private/public partnerships and the role those partnerships will play as they move into the future and work to close the digital divide.

Gina Milsap stated Tilson Technology Management has extensive experience in the field and would provide them with a plan to develop private/public partnerships and move forward.

Marty Stessman, Broadband Taskforce member, reported the demand for broadband access continues to increase and has become a critical issue that must be addressed if they want to move into the future as a connected community. He noted currently approximately one-fourth of the students located in Shawnee County rural areas do not have access to broadband services.

Commissioner Archer expressed the importance of the project and the impact it will have on the community if they want future growth supporting entrepreneurship and economic development.



Commissioner Archer moved to approve the Broadband Task Force's recommendation and authorize contract negotiations. The motion seconded by Councilmember De La Isla carried unanimously. (7-0-0)

**DISCUSSION AND POSSIBLE ACTION of independent contractor was presented.** (JEDO Contract No. C-2017-01)

Mayor Wolgast referenced the proposed GO Topeka service contract and reported the language on lines 24-25 concerning economic development and the language on lines 144-146 relating to inquires made by JEDO Board members has been expanded.

Commissioner Archer moved to approve the agreement with GO Topeka and authorize the JEDO chair to execute the agreement. The motion was seconded by Commissioner Cook.

Joseph Ledbetter spoke in support of the contract and the commitment to operational change by GO Topeka staff members at this time.

Carol Marple spoke in support of offering a one-year contract at this time.

Scott Griffith spoke in support of the contract and the professionalism displayed by GO Topeka staff members and executive board.

Keith Warta spoke in support of the contract and the economic development incentives and strategies generated by GO Topeka.

Councilmember Hiller recognized and commended those involved in the transition of GO Topeka and their employees and spoke in support of a three-year contract. She reported Deputy Mayor Coen requested she vote "no" on the extension of the contract because he believes the service should be handled through the bid process.

Commissioner Cook stated in time they will need to engage in the Request For Proposal (RFP) process as it supports good business practice.

The motion to approve the agreement with GO Topeka and authorize the JEDO chair to execute the agreement carried. Councilmember Hiller (*proxy vote for Deputy Mayor Coen*) voted "no." (6-1-0)

**DISCUSSION to provide an update on the 49<sup>th</sup> Street Improvement Project was presented.**

Molly Howey, Vice President of Business Development and Attraction GO Topeka, provided an update on the 49<sup>th</sup> Street Improvement Project. She reported the bid documents would be submitted to the City of Topeka by the end of June 2017 and the project construction should be complete by the end of December 2017.

**PUBLIC COMMENT**

Joseph Ledbetter appeared to speak under public comment. He spoke in support of the East Topeka Learning Center and moving forward with a formal agreement with Washburn University. He stated there seems to be community wide concern regarding lack of code compliance within the city; the need to improve code enforcement efforts and address unfair code compliance processes because it effects overall economic development.

Mayor Wolgast announced it was National Economic Development week and referenced the many economic development successes throughout the community.

No further business appearing the meeting was adjourned 8:12 p.m.

DRAFT



## ***Agenda Item No. 4***

**JEDO Board Meeting  
July 26, 2017 - 6:00 P.M.**

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East Topeka Learning Center (ETLC)  
Washburn University Agreement

**Joint Education Agreement**  
**By and Among**  
**THE JOINT ECONOMIC DEVELOPMENT ORGANIZATION OF TOPEKA AND**  
**SHAWNEE COUNTY, KANSAS,**  
**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC. AND**  
**WASHBURN UNIVERSITY**

This AGREEMENT ("*Agreement*") is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and among the Joint Economic Development Organization of Topeka and Shawnee County, Kansas, hereinafter referred to as "*JEDO*", Growth Organization of Topeka/Shawnee County, Inc., hereinafter referred to as "*GO TOPEKA*" and Washburn Institute of Technology through Washburn University, hereinafter referred to as "*WASHBURN TECH*" (collectively the "*Parties*" and each individually a "*Party*").

**WHEREAS**, JEDO owns the real estate and improvements formerly known as the Menninger Army Reserve armory located at 2014 SE Washington, Topeka, Shawnee County, Kansas, to be known as the East Topeka Learning Center and referred to herein as the "*ETLC*"; and

**WHEREAS**, JEDO and its economic development contractor, GO TOPEKA, desire to implement an adult education facility within such ETLC; and

**WHEREAS**, GO TOPEKA is amenable to providing WASHBURN TECH with incentives in the amount of up to \$1,500,000 over three academic years for purposes of reimbursing WASHBURN TECH for the costs of providing education, training and related services at the ETLC; and

**WHEREAS**, WASHBURN TECH desires to support JEDO and GO TOPEKA by providing educational classes and services at the ETLC as more specifically set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL

TERMS AND COVENANTS, IT IS HEREBY AGREED AMONG THE ABOVE PARTIES:

**POSSESSION OF ETLC**

Section 1. ETLC. JEDO hereby leases to WASHBURN TECH, and WASHBURN TECH hereby leases from JEDO, the ETLC.

Section 2. TERM. The initial term of this lease and Agreement shall commence on July 1, 2018, or on the date WASHBURN TECH takes occupancy, whichever date is later, and terminate on June 30, 2028. The parties shall meet no later than June 30, 2027 to discuss renewal of this Agreement.

Section 2.1 CASH BASIS LAW. Notwithstanding Section 2, the parties acknowledge that Washburn University is subject to the Cash Basis Law, K.S.A. 10-1101 *et seq.* and, as such, cannot create an indebtedness that will extend beyond a current budget year.

Section 3. BASE RENT. For the use and occupancy of the ETLC, WASHBURN TECH agrees to pay JEDO, its successors and assigns, base rent of One Dollar (\$1.00) per year. Base rent and all other sums (whether designated additional rent or otherwise, all of which is hereinafter referred to "Rent") payable to JEDO under this lease and delivered to JEDO at the address in Section 31 or at such other place as JEDO shall notify WASHBURN TECH in writing.

Section 4. ADDITIONAL RENT. In addition to the base rent provided in paragraph 3, WASHBURN TECH shall pay to JEDO the following items as additional rent:

(a) REAL ESTATE TAXES. As Washburn Tech is exempt from paying property taxes pursuant to K.S.A. Section 79-201, Washburn Tech will not be responsible for any real estate taxes that may be assessed against the property.

(b) INSURANCE PREMIUMS. JEDO shall at all times during the term of this lease and any renewals thereof, maintain in effect a policy or policies of property insurance coverage *on a special form* written by an insurance company authorized to do business within the State of Kansas, in an amount equal to and not less than eighty percent (80%) of the replacement cost of the original building, and to furnish WASHBURN TECH proof thereof. Such policy of insurance shall provide protection against the losses so insured against for the benefit of JEDO and WASHBURN TECH as their interest may appear under the terms of this lease, and shall contain the provision or endorsement required by Section 8. WASHBURN TECH agrees to pay to JEDO, within twenty (20) days of demand, the premium(s) of such insurance for each year during the lease term and any renewals thereof; provided, however, for those fractional years at the commencement and termination of the lease, WASHBURN TECH shall only be responsible to pay a proportionate share of such premium based on the number of months of occupancy. Upon receipt of premium statements for any given year, JEDO shall compute the share of such statement due from WASHBURN TECH and a summary shall be furnished to WASHBURN TECH reflecting the actual amount of premium due from WASHBURN TECH. JEDO shall furnish to WASHBURN TECH, within thirty (30) days of receipt, copies of any and all such premium statements, as well as a certificate of insurance evidencing such coverage.

Section 5. OWNERSHIP. JEDO covenants that it has good title to the ETLC and that WASHBURN TECH, upon paying the rentals herein reserved and observing, performing and keeping all the covenants and agreements herein specified, shall and may lawfully and peacefully have, hold, use, occupy, possess and enjoy the leased ETLC throughout the term of



this lease, and any renewals thereof.

Section 6. PERSONAL PROPERTY TAXES. As Washburn Tech is exempt from paying property taxes pursuant to K.S.A. Section 79-201, Washburn Tech will not be responsible for any personal property taxes that may be assessed against its property.

Section 7. LIABILITY INSURANCE. WASHBURN TECH agrees to maintain, at its own expense, during the term of this lease and any renewals thereof, a comprehensive policy of public liability and property damage insurance written by an insurance company authorized to do business in the State of Kansas, which names JEDO, GO TOPEKA and WASHBURN TECH as additional insureds. WASHBURN TECH shall deliver to JEDO and GO TOPEKA, prior to right of entry, copies of such policies or certificates evidencing the existence of such insurance and amounts of such insurance with loss payable clauses satisfactory to JEDO. Such policy shall provide coverage in an amount not less than One Million Dollars (\$1,000,000) single limit combined bodily injury and property damage for each occurrence and Two Million Dollars (\$2,000,000) aggregate, to cover all situations where any person or persons claims personal injury, death or property damage in or upon the leased ETLC. The limit of any such insurance shall not, however, limit the liability of WASHBURN TECH hereunder. All such policies shall be written as primary policies not contributing with and not in excess of coverage which JEDO or GO TOPEKA may carry.

Section 8. SUBROGATION. Each party hereby waives and releases any and all claims, demands, and causes of action which such party might otherwise have against the other parties for damage to or loss of the building and other improvements on the leased ETLC, or any other contents and leasehold improvements therein belonging to WASHBURN TECH, and arising from perils ordinarily insured against under standard fire and extended coverage

insurance policies issued in the State of Kansas, whether such damage or loss is occasioned by the negligence of the parties, their agents, servants or employees, or otherwise; that all policies of insurance written to insure such buildings, improvements, and contents against such perils shall contain a proper provision, by endorsement, or otherwise, whereby the insurance carriers issuing the same shall acknowledge that the insured has so waived and released its recovery against the other party hereto and shall waive the right of subrogation which such carrier might otherwise have had against such other party, all without impairment or invalidation of such insurance.

Section 9. ENTRY. JEDO and GO TOPEKA shall have the right to enter the ETLC during normal business hours, or during an emergency, for the purpose of inspecting the same or for the purpose of doing anything that may be required under this lease, or for the purpose of performing duties required by WASHBURN TECH by this lease but which WASHBURN TECH has failed to perform.

Section 10. MAINTENANCE AND REPAIRS. WASHBURN TECH shall, at its sole cost and expense, keep, repair, replace and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the ETLC and every part thereof and any and all appurtenances thereto constructed or installed by WASHBURN TECH, wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, WASHBURN TECH's signs, storefront, all plumbing and sewage facilities within the ETLC including free flow up to the main sewer line, fixtures, the heating and air conditioning systems, including the regular replacement of heating and air conditioning filters, electrical systems (whether or not located in the ETLC), sprinkler system, walls, floors, and ceilings, meters, the foundation, exterior walls

and roof of the building in which the ETLC are located, main utility lines and the structural portions of the ETLC, all WASHBURN TECH's improvements and installations made by WASHBURN TECH under the terms of this lease and any repairs required to be made in the ETLC due to burglary of the ETLC or other illegal entry into the ETLC or any damage to the ETLC caused by a strike involving WASHBURN TECH or its employees. WASHBURN TECH shall keep the interior of the ETLC clean and free from rubbish and dirt of all kinds, and shall keep sidewalks and service areas clean and free of rubbish, snow and ice. WASHBURN TECH further agrees to keep the ETLC clear and free from rodents, bugs, and vermin.

If WASHBURN TECH shall fail to comply with any of the foregoing requirements, then JEDO may perform such acts and shall not be responsible to WASHBURN TECH for any loss or damage that may accrue to WASHBURN TECH thereby, and WASHBURN TECH shall, forthwith, on demand, pay to JEDO the cost thereof. WASHBURN TECH shall not commit waste or permit waste to be committed on or upon the leased ETLC and, at the termination of this lease, shall surrender and deliver the ETLC to JEDO in as good condition as the same were at the commencement of the term hereof, usual wear and tear excepted.

Subject to the foregoing, JEDO shall be responsible for any extraordinary capital replacement or repair costs, provided that any such replacement or repair is not due to WASHBURN TECH's neglect or failure to properly maintain, in which case WASHBURN TECH shall be responsible for any such extraordinary capital replacement or repair costs.

Section 11. ALTERATIONS OR ADDITIONS. WASHBURN TECH shall have the right to make alterations or additions to the ETLC; provided, however, that such alterations or additions are at the sole cost and expense of WASHBURN TECH; that such alterations or additions be of good workmanship and material at least equal to that of the original construction

and improvements previously made by JEDO; and that such alterations or additions neither reduce the size and strength of the existing building nor adversely affect the market value of the ETLC; provided further, however, that no such alterations or addition to the ETLC which cost more than Fifty Thousand Dollars (\$50,000) shall be made by WASHBURN TECH without the written consent of JEDO. At the termination of this lease and Agreement, either all alterations or additions to the existing building will remain and become the sole and absolute property of JEDO, or if WASHBURN TECH chooses to remove such alterations or additions, WASHBURN TECH shall restore the building to its original condition. If WASHBURN TECH proposes a new program at ETLC and the new program requires a physical addition to the existing ETLC premises, if JEDO approves of making the changes, the Parties shall discuss who will be financially responsible for such physical addition. If no agreement can be reached, then WASHBURN TECH will not be required to offer the new program at the ETLC.

WASHBURN TECH shall be responsible to JEDO for any loss or damage to the original building caused by WASHBURN TECH in making alterations or additions to the original building and WASHBURN TECH shall, forthwith, on demand, pay to JEDO the cost thereof.

Section 12. DAMAGE OR DESTRUCTION. If, at any time during the term of this lease, the ETLC shall be damaged by fire or other unavoidable casualty, the same shall be repaired as speedily as possible at the expense of JEDO; provided, however, if in JEDO's sole discretion the damage is such that repair or rebuilding would not be advisable, JEDO may terminate this Agreement.

Section 13. UTILITIES. WASHBURN TECH is responsible for, and shall pay all deposits and charges for utility services furnished to the ETLC, such as water, light, telephone, electricity, gas and heat, together with any taxes thereon, within the time limit specified by each

supplier of a utility service.

Section 14. CONDEMNATION. If the entire ETLC shall be taken under the right of eminent domain by any public authority having the right of condemnation, or if such a portion of the ETLC is so condemned as will prevent the practical use of the remainder of the ETLC for the purposes of WASHBURN TECH, this lease, and all obligations hereunder, shall terminate on the date title vests pursuant to such proceedings. If such taking does not prevent the practical use of the remainder of the ETLC for the purposes of WASHBURN TECH, then this lease shall continue in full force and effect.

Section 15. SUBLET OR ASSIGN. WASHBURN TECH shall not have the right during the term of this lease to sublet all or a portion of the ETLC, unless approved in writing by JEDO. No such subletting or assignment shall release WASHBURN TECH from any of the obligations under the terms of this lease, and JEDO shall at all times have the right to look to WASHBURN TECH for the performance of all the covenants to be performed on the part of WASHBURN TECH.

Section 16. SUBORDINATION. WASHBURN TECH agrees that this lease shall be subordinate to any mortgages that now are, or may hereafter, be placed upon the ETLC; provided, however, that the mortgagee named in such mortgages shall agree to recognize this lease in the event of foreclosure if WASHBURN TECH is not then in default.

Section 17. USE OF ETLC. WASHBURN TECH agrees that the ETLC shall be used and occupied for the purposes of an educational facility and activities relating thereto as discussed below; provided, however, the ETLC may be used for such other purposes as may be approved by JEDO.

Section 18. OCCUPANCY. WASHBURN TECH shall assume possession of the

ETLC on July 1, 2018 or as soon thereafter as the contemplated renovations to the ETLC are completed. WASHBURN TECH agrees that it will occupy the ETLC in a careful and proper manner and not for any unlawful purposes, and that it will conform to and obey all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities or agencies respecting the use and occupancy of the ETLC. WASHBURN TECH shall not perform any acts or carry on any practices which may injure the building or be a nuisance or a menace to others.

Section 19. LIENS ON THE ETLC. WASHBURN TECH shall not permit any mechanic's lien, material liens or other lien to stand on the leased ETLC for any labor or material furnished WASHBURN TECH in connection with work of any kind or form on such ETLC by or at the direction of WASHBURN TECH.

Section 20. ENVIRONMENTAL HAZARDS. WASHBURN TECH agrees that any and all Hazardous Material (as defined below) to be brought upon, or kept, or used in or about the ETLC by WASHBURN TECH, its agents, employees, contractors, or invitees, on or after July 1, 2018, shall be used, kept, and stored in a manner that complies with all laws, rules, statutes, and ordinances regulating any such Hazardous Material so brought upon or used or kept in or about the ETLC. If WASHBURN TECH breaches the obligations stated above in this paragraph, or if the presence of Hazardous Material on or about the ETLC caused or permitted by WASHBURN TECH results in contamination of the ETLC, or if contamination of the ETLC or surrounding area by Hazardous Material otherwise occurs for which WASHBURN TECH is legally liable to JEDO and/or GO TOPEKA for damage resulting therefrom, WASHBURN TECH shall indemnify, defend, and hold JEDO and GO TOPEKA harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without



limitation, diminution in value of the ETLC or the building, damages for the loss or restriction on the use of rentable or usable space or of any amenity of the ETLC, damages arising from any adverse impact on marketing of space in the building, and sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees) that arise during or after the term of this lease, and any renewals thereof, as a result of that contamination. This indemnification of JEDO and GO TOPEKA by WASHBURN TECH includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material which became present in the soil or ground water on, under, or about the ETLC on or after July 1, 2018. Without limiting the foregoing, if the presence of any Hazardous Material on or about the ETLC caused or permitted by WASHBURN TECH after July 1, 2018, results in any contamination of the ETLC or surrounding area, or causes the ETLC or surrounding area to be in violation of any laws, rules, statutes, or ordinances, WASHBURN TECH shall promptly take all actions at its sole expense as are necessary to return the ETLC and surrounding area to the condition existing before the introduction of any such Hazardous Material; provided that JEDO'S approval of those actions shall first be obtained, which approval shall not be unreasonably withheld so long as those actions would not potentially have any material adverse long-term or short-term effect on the ETLC or surrounding area.

Prior to taking occupancy, JEDO shall provide WASHBURN TECH with all documentation establishing that no environmental hazards exist. WASHBURN TECH shall not be responsible for the costs of the remediation or abatement, nor shall it be responsible for any subsequent costs or claims resulting from such pre-existing environmental hazard and/or remediation or abatement of said pre-existing environmental hazard.

Additionally, JEDO will not reduce the budgeted costs of planned construction, nor the amount of reimbursement as set out in in Section 27 below due to costs of remediation and/or abatement of any environmental hazard, so as to impact Washburn Tech's ability to provide the proposed educational programming and administrative services at the ETLC as set out in Sections 21 *et seq.* below. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local government authority, the state of Kansas, or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste" pursuant to K.S.A. 65-3430 and amendments thereto, (ii) defined as "hazardous substances" pursuant to K.S.A. 65-3452a and amendments thereto, (iii) defined as a "solid waste" pursuant to K.S.A. 65-3402 and amendments thereto, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. §6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*

### **EDUCATIONAL SERVICES**

Section 21. EDUCATIONAL SERVICES. During its occupancy of the ETLC, WASHBURN TECH at its separate cost (subject to reimbursement in Section 27) agrees to provide educational programming that has been assessed based upon high-wage, high-demand data from the state-wide reported analysis, and as those demands change WASHBURN TECH shall adapt the offered programs. If any public entity offers post-secondary educational services in the East Topeka area that are similar to educational services being offered at the ETLC and

which impede the demand for those same educational services at ETLC, then WASHBURN TECH may opt to modify, or if no reasonable modification is available, discontinue offering such educational services at the ETLC.

WASHBURN TECH shall initially provide the following educational programs at the ETLC based on expected demand: commercial truck driving with the opportunity to qualify for a commercial driver's license, building technology, healthcare technology, adult education and literacy services including GED classes and testing, the "Adults Belong in College" program, and workplace skills. Additionally, WASHBURN TECH shall provide services to support students at the ETLC, through face-to face and/or technology interface. WASHBURN TECH shall provide educational programs and services in a similar manner as it does at its other location(s).

Section 22. COMMENCEMENT AND OPERATION. The foregoing programs and services shall commence in August 2018, and be offered throughout each year of the term of this Agreement, providing three (3) semesters of classes annually, subject to demand for programs and offerings.

Section 23. PROMOTING. WASHBURN TECH, JEDO, GO TOPEKA and community partners shall each use their best efforts to promote the programs and services at the ETLC, and include those when relevant and appropriate in its other advertising and promotional efforts.

Section 24. NUMBER OF STUDENTS SERVED. The parties agree that the goal is to serve approximately 400 students each academic year although that goal may not be achieved right away. Additionally, the parties agree that community support (non-financial beyond the terms of this Agreement) and referrals will be an important piece to achieving and maintaining

this goal.

Section 25. REPORTS. When requested by JEDO or GO TOPEKA, WASHBURN TECH shall provide aggregated statistical data relating to the programs, including but not limited to the number of attendees and number and types of certificates, pass/failure rates for all programs including GEDs, and such other information that JEDO and GO TOPEKA may deem important. This information shall not include confidential or personal information, such as the names of students.

Section 26. TUITION. Tuition set for programs and services at the ETLC shall be consistent with tuition charged by WASHBURN TECH at its other location(s).

Section 27. REIMBURSEMENT. For the first three academic years (July to June) WASHBURN TECH shall send bills for its operations at the ETLC to GO TOPEKA on a quarterly basis. GO TOPEKA will review and verify the bills in a timely manner and, upon verification, will reimburse the same up to Five Hundred Thousand Dollars (\$500,000) per academic year, but only for the first three academic years. In no event shall the total reimbursement by GO TOPEKA pursuant to this Agreement exceed One Million Five Hundred Thousand Dollars (\$1,500,000). These reimbursement amounts shall only be for expenditures incurred at or through the ETLC. GO TOPEKA's sole obligation under this Agreement is to make the reimbursements; provided, however, that in the event GO TOPEKA is no longer an economic contractor for JEDO and/or is not sufficiently funded or authorized by JEDO to make the reimbursements, JEDO or its assigns shall succeed to this obligation and GO TOPEKA shall be released, without liability from this obligation.

Section 28. INSURANCE. WASHBURN TECH shall maintain the same types, quality and amounts of insurance related to the ETLC programming as it maintains at its other

campuses, and shall have all such insurance as may be required by law.

## **GENERAL**

### Section 29. REPRESENTATIONS AND WARRANTIES.

29.1 WASHBURN TECH warrants and represents that:

29.1.1 it legally exists under the laws of Kansas; and

29.1.2 it has power and authority to perform its duties under this Agreement.

29.2 JEDO warrants and represents that:

29.2.1 it legally exists under the laws of Kansas; and

29.2.2 it has power and authority to perform its duties under this Agreement.

### Section 30. INDEMNIFICATION.

Section 30.1 WASHBURN TECH shall promptly indemnify, defend and hold harmless JEDO, GO TOPEKA and their respective officers, board members, employees, agents and successors and assigns from and against any and all claims arising out of the rendering of Services by WASHBURN TECH or any WASHBURN TECH personnel, or this Agreement, the breach of any representation or warranty made by WASHBURN TECH in this Agreement and/or any negligent or willful act and/or omission of WASHBURN TECH (collectively (“Claim” or “Claims”).

Section 30.2 The party seeking indemnity shall promptly notify WASHBURN TECH of the existence of any third-party Claim giving rise to a claim for indemnification under this Section 30.1 and shall give WASHBURN TECH a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that (a) the

indemnified party shall at all times have the right to participate in such defense at its own expense and (b) WASHBURN TECH shall not settle a Claim without the applicable Indemnitees' prior written approval. If, within a reasonable time after receipt of notice of a Claim, WASHBURN TECH fails to undertake to so defend, the applicable indemnitee shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Claim for the account and at the risk and expense of WASHBURN TECH. The indemnitee shall make available to WASHBURN TECH, at the latter's expense, such information and assistance as the latter may reasonably request in connection with the defense of the Claim.

Section 30.3 JEDO shall promptly indemnify, defend and hold harmless WASHBURN TECH and its respective officers, board members, employees, agents and successors and assigns from and against any and all claims arising from conditions of the ETLC premises related to work performed before WASHBURN TECH takes possession of the ETLC or from subsequent repairs or replacements by JEDO pursuant to Section 10 above or from any remediation and/or abatement of any environmental hazards pursuant to Section 20 above, (collectively "JEDO Claim" or "JEDO Claims") to the extent any such third-party JEDO Claims arise.

Section 30.4 WASHBURN TECH shall promptly notify JEDO of the existence of any JEDO Claims giving rise to a claim for indemnification under Section 30.3 and shall give JEDO a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that (a) WASHBURN TECH shall at all times have the right to participate in such defense at its own expense and (b) JEDO shall not settle a claim without WASHBURN TECH'S prior written approval. If, within a reasonable time after



receipt of notice of a JEDO Claim, JEDO fails to undertake to so defend, WASHBURN TECH shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the claim for the account and at the risk and expense of JEDO. WASHBURN TECH shall make available to JEDO, at the latter's expense, such information and assistance as the latter may reasonably request in connection with the defense of a JEDO Claim.

Section 30.5 Notwithstanding any other provision of this Agreement the parties acknowledge that WASHBURN TECH and JEDO's indemnification and hold harmless obligations are limited by and subject to the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

Section 31. NOTICES. Any notices required or given in regard to this Agreement shall be in writing and sent by Registered or Certified Mail to the following addresses:

WASHBURN TECH:  
Vice-President for Administration and Treasurer  
1700 SW College Avenue  
Topeka, KS 66621

JEDO:  
c/o City of Topeka  
City Clerk  
215 S.E. 7<sup>th</sup>  
Topeka, KS 66603

GO TOPEKA:  
120 S.E. 6<sup>th</sup> Avenue  
Topeka, KS 66603

or to such other addresses as the parties may subsequently direct by written notice.

Section 32. HEADINGS. The paragraph headings as to the contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as a part

of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

Section 33. RELATIONSHIP. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, or giving any party a beneficial interest in the operations of any other party.

Section 34. DEFAULT. WASHBURN TECH covenants with JEDO that if the rent or any part thereof is not paid when it becomes due, or if WASHBURN TECH shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed, and any such default shall continue for thirty (30) days after written notice thereof is given by JEDO to WASHBURN TECH, then, in addition to the other remedies or courses of action now or hereafter provided by law, including to seek injunctive or specific performance, JEDO may at its option terminate this Agreement, enter and take possession of the ETLC, and remove all persons, furniture, fixtures and equipment from the ETLC at the expense of WASHBURN TECH in order to recover at once full and exclusive possession of the ETLC and such entry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by WASHBURN TECH of any covenant or agreement on its part to be performed.

Section 35. FURTHER LIMITATION OF LIABILITY. Except in the case of a party's gross negligence or willful misconduct, no party shall be liable to another party(ies) for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation damages for lost profits, advantage, savings or revenues or for increased costs of operations. The limitation of liability in the preceding sentence shall not apply to third party claims for which a party has an indemnification obligation.

Section 36. MISCELLANEOUS.

Section 36.1 This Agreement may be amended only in writing, duly executed by all Parties.

Section 36.2 This Agreement shall be interpreted under the laws of the State of Kansas. In the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

Section 36.3 The Parties acknowledge and agree that WASHBURN TECH shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder without the prior written approval of the other Parties.

Section 36.4 This Agreement shall be binding upon and inure to the benefit of the Parties, their representatives and successors.

Section 36.5 No failure by a Party to insist on prompt performance by another Party of its obligations hereunder shall constitute a waiver of rights under this Agreement. Similarly, the waiver by a Party of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

Section 36.6 The parties shall comply with all applicable federal and state laws prohibiting unlawful discriminatory practices.

Section 36.7 Time is of the essence in the performance of each obligation under this Agreement.

Section 36.8 There shall be no third party beneficiaries to this Agreement, and no entity other than JEDO, GO TOPEKA and WASHBURN TECH shall have any rights under this Agreement.

Section 36.9 This Agreement may be executed in counterparts, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties. Moreover, the Agreement may be signed by faxed or electronic signature, which shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

JOINT ECONOMIC DEVELOPMENT ORGANIZATION  
OF TOPEKA AND SHAWNEE COUNTY, KANSAS

**BY:** \_\_\_\_\_  
Larry E. Wolgast, Chair

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC,

**BY** \_\_\_\_\_  
Matt Pivarnik, President/CEO

WASHBURN INSTITUTE of TECHNOLOGY through WASHBURN UNIVERSITY

**BY** \_\_\_\_\_  
Dr. Jerry Farley  
President, Washburn University



## ***Agenda Item No. 5***

**JEDO Board Meeting  
July 26, 2017 - 6:00 P.M.**

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**Project Morris  
Incentive Agreement**

MEMORANDUM

To: JEDO

From: Molly Howey, SVP Economic Development

Date: 7/19/2017

RE: Project Morris Incentive Agreement

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At the May 10 JEDO meeting a request to approve funding for Project Morris was approved. Since then, the company has re-evaluated their compensation expectations and the incentive offering has been revised accordingly. Changes are reflected in the attached Incentive Agreement and are shown below.

Project Overview

- Fabrication, installation & maintenance company with ~~55~~52 employees
- \$2M capital investment
- 45 new full-time jobs with average wage of ~~\$49,920~~\$40,000

Proposed Incentives

- Maximum incentive of ~~\$229,000~~\$180,000
- Based on new jobs and investment only
- Follows GO Topeka Incentive Guidelines
- Performance based



**INCENTIVE AGREEMENT**

This Incentive Agreement is effective \_\_\_\_\_, 20\_\_\_\_, and is entered into between the following parties:

GO TOPEKA:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.  
120 SE 6th Avenue, Suite 110  
Topeka, KS 66603-3515  
Phone: (785) 234-2644  
FAX: (785) 234-8656  
Contact Person/Title: Mathew Pivarnik, President/CEO

BUSINESS:

PROJECT MORRIS

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

**WHEREAS**, BUSINESS is a Kansas corporation in good standing and qualified to do business under the laws of the State of Kansas; and

**WHEREAS**, BUSINESS is contemplating moving its operations to Topeka, Kansas, and investing approximately Two Million Dollars (\$2,000,000) to acquire, renovate and equip a manufacturing facility at \_\_\_\_\_, Topeka, Kansas; and

**WHEREAS**, such manufacturing facility is referred to herein as the "Topeka Facility," and consists of approximately \_\_\_\_\_ square feet; and

**WHEREAS**, as a result of the acquisition of the Topeka Facility BUSINESS will be able to create an estimated Forty-five (45) new employment positions with an estimated average annual salary of \$49,92040,000; and

**WHEREAS**, GO TOPEKA desires to assist and promote BUSINESS by offering up to ~~Two Hundred Twenty-five~~ One Hundred Eighty Thousand Dollars (~~\$225,000~~180,000) in employment incentives; and

**WHEREAS**, BUSINESS, acting in reliance upon the incentives set forth in this Agreement, has decided to move its operations to Topeka, Kansas; and

**WHEREAS**, the parties wish to memorialize their understanding regarding the details of the incentive package by this legally enforceable contract.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of such mutual benefits and of the mutual covenants and agreements expressed herein, the parties covenant and agree as follows:

1. **Local Employment Incentive.** GO TOPEKA agrees to provide to BUSINESS an employment incentive ("Employment Incentive") for new Full Time Employment Positions maintained by the BUSINESS for a calendar year, subject to the limitations and requirements below. As of May 10, 2017, BUSINESS employed fifty-two (52) employees, so only Full Time Employment Positions in excess of that number shall qualify for an incentive hereunder. To qualify for the Employment Incentives available

pursuant to this Agreement, the new Full Time Employment Positions must have average annual compensation of at least \$49,92040,000 per position, when averaged against all of the new Full Time Employment Positions. Each new Full Time Employment Position is eligible to receive up to \$54000, paid in \$18000 increments over five years upon maintaining the position for each of five consecutive calendar years.

As used herein, a "Full Time Employment Position" is an employee position that includes approximately 2080 paid hours of service in Shawnee County, Kansas, during each calendar year. Notwithstanding the foregoing if: (A) a new Full Time Employment Position is created before June 30 of a particular year (within the timeframe permitted in this Agreement); and (B) has at least 1040 paid hours of service in Shawnee County, Kansas, in that same year; the position may qualify for the first incentive installment in the next year, but shall be required to be maintained for full calendar years thereafter to qualify for future incentive installments. To the extent incentives are claimed for these partial year positions, the compensation for those positions shall be annualized for purposes of determining the average compensation of all claimed new Full Time Employment Positions. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses or other cash incentives paid by BUSINESS to the Full Time Employment Position in a calendar year, but does not include benefits. Each position shall be eligible to receive health insurance benefits, at least part of the premiums of which are paid by the BUSINESS, and paid



holiday and vacation leave. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude BUSINESS from changing the title, purpose or utility of a position (as long as it meets the other requirements identified herein, including compensation). Each Full Time Employment Position must be one which has the BUSINESS withholding and paying all federal, state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and BUSINESS is undertaking an open and active search and such position is filled within ninety (90) days after the vacancy during the calendar year. If the position is filled within that time at a qualifying salary, the vacancy will not preclude the availability of the Employment Incentive. (If unfilled for longer than ninety (90) days during a calendar year, the position will cease to qualify as Full Time Employment Position and will not be eligible for an Employment Incentive for that year).

Notwithstanding anything to the contrary herein, a maximum employment incentive available hereunder shall not exceed ~~Forty-Five Thousand~~Thirty-six Thousand Dollars (~~\$45,000~~36,000) in any one year or ~~Two Hundred Twenty-five~~One Hundred Eighty Thousand Dollars (~~\$225,000~~180,000) in aggregate for the term of this Agreement. To qualify for an incentive, the new Full Time Employment Positions must be in place by December 31, 2022.

Installments of the Employment Incentive shall be available to be earned beginning on May 10, 2017, if added before June 30, 2017, with the Employment Incentive installment relating thereto paid in 2018, and the last qualifying year (depending when a position was added) ending on December 31, 2027 (with the Employment Incentive relating thereto paid in 2028).

GO TOPEKA will endeavor to make an incentive payment by April 31 each year (beginning in 2018, and ending in 2028), for the qualifying Full Time Employment Positions maintained for the entire previous calendar year; provided, however, that BUSINESS must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein).

The parties recognize there may be some turnover and fluctuations in the BUSINESS' employment levels. Therefore, subject to the termination provision, a position may qualify for an Employment Incentive in one year after failing to qualify in a prior year.

For purposes of illustration, if BUSINESS adds ten (10) new Full Time Employment Positions receiving qualifying averaged compensation (when annualized and averaged) before June 30, 2017, BUSINESS would be eligible to receive an Employment Incentive installment in the amount of ~~\$108,000~~ - (~~\$54,000~~/5 \* 10 employees) in 2018. If, in 2018, there were no changes except that there was the addition of another qualifying position (and the average compensation remained above ~~\$49,920~~40,000) BUSINESS would receive ~~\$11,000~~8,800 in 2019. If in 2019 the average new Full Time Employment Position average compensation fell below



~~\$49,92040,000~~, then the BUSINESS would not be entitled to an Employment Incentive in 2020.—

2. **Facility Incentive.** BUSINESS shall be entitled to a Facility Incentive of up to Four Thousand Dollars (\$4,000). The Facility Incentive shall be earned and payable as follows: Two Thousand Dollars (\$2,000) for every Million Dollars of (a) equipment purchased after May 10, 2017, and installed at the Topeka Facility, and/or (b) the cost of improvements made to the Topeka Facility. GO TOPEKA shall endeavor to pay Facility Incentives' within three months of the completion of the construction, improvement and/or equipping of the facilities; provided, however, that BUSINESS must first provide GO TOPEKA with sufficient documentation relating to such investment, including occupancy certificates or similar showing that the construction and/or improvement of the facilities are complete and the facilities are operational. To qualify for a Facility Incentive, the installation of the equipment at, and the additions or improvements to, the Topeka Facility must be completed by December 31, 2018.

3. **Employment Incentive Calculation Documentation.** When and as reasonably requested by GO TOPEKA, BUSINESS shall provide GO TOPEKA with state and federal employment, tax return and/or other information reasonably necessary to establish employment levels in Shawnee County, Kansas, for purposes of calculating Employment Incentives and monitoring BUSINESS's performance hereunder. GO TOPEKA is granted the right to audit financial documents at any time during this Agreement. GO TOPEKA is granted the right to reduce payments made to the BUSINESS by

amounts found to be improper, unauthorized or unsubstantiated. GO TOPEKA shall have sole authority in this regard and shall base its decision upon information submitted, including absence of documents to substantiate expenditure.

4. **Use of Funds.** The funds received by BUSINESS pursuant hereto shall be used for the purpose of employment or training of persons to be employed in Shawnee County, Kansas.

5. **Termination.** If BUSINESS fails to maintain at least a minimum of fifty (50) (new or established) Full Time Employment Positions in Shawnee County, Kansas, after the effective date of this Agreement until the end of the 2028, which is the last year in which to qualify for an Employment Incentive), this Agreement shall be deemed terminated and GO TOPEKA shall not be required to make any further Employment Incentive payments to BUSINESS under this Agreement.

6. **Notices.** Any notices required or permitted to be given pursuant to this Agreement may be delivered in person or mailed, certified mail, return receipt requested, to the addresses identified above.

7. **Miscellaneous.** The following miscellaneous provisions shall apply to this Agreement:

a. BUSINESS agrees to make every reasonable effort to use Shawnee County, Kansas-based vendors for the purchase or procurement of the machinery and equipment contemplated herein.

b. BUSINESS agrees to make every reasonable effort to use, if qualified, Shawnee County residents to fill the

new Full Time Employment Positions in Shawnee County, Kansas.

c. BUSINESS shall provide prompt advance notice to GO TOPEKA of any material change in BUSINESS's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by BUSINESS under any agreement to which it is a party related to the matters set forth herein, or a change in the Full Time Employment Positions maintained in Shawnee County, Kansas.

d. BUSINESS agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the new business and employment expansion contemplated by this Agreement. Such event would include general recognition of JEDO's and GO TOPEKA's involvement in the project.

e. This writing contains the entire agreement reached between the parties hereto with respect to the subject matter hereof, and may be amended only in writing, duly executed by all parties concerned.

f. This Agreement shall be interpreted under the laws of the State of Kansas, with venue being solely in the state District Court of Shawnee County, Kansas. In the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

g. Time is of the essence of this Agreement.

h. By signing this Agreement, the parties affirm that they have the authority of their respective companies



to enter into this Agreement and bind their respective corporations.

i. This Agreement shall bind and inure to the benefit of the parties to this Agreement, their heirs, legal representatives, assignees, transferors and successors.

j. No failure by a party to insist on prompt performance by the other party of its obligations hereunder shall constitute a waiver of rights under the Agreement. Similarly, the waiver by a party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

k. This Agreement may be executed in counterparts, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.

l. The parties acknowledge and agree that BUSINESS shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder, without the prior written approval of GO TOPEKA.

m. Sarbanes-Oxley and similar legislation may have application to, or affect the accounting for, this Agreement by BUSINESS.

n. GO TOPEKA makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.

o. GO TOPEKA's obligations hereunder are contingent upon approval hereof by Joint Economic Development Organization ("JEDO") and the continued funding of GO TOPEKA at adequate levels through a portion of the Shawnee County retailer's sales tax and/or by JEDO. GO TOPEKA may unilaterally reduce or eliminate any payments hereunder in the event that sufficient funds are not available (taking into account GO TOPEKA's other obligations). GO TOPEKA will endeavor to give BUSINESS advance notice of any reduction of funds when practical. BUSINESS agrees and understands that if there are not sufficient funds appropriated or available to GO TOPEKA to continue to make any payments hereunder (taking into account GO TOPEKA's other obligations), GO TOPEKA may terminate this Agreement with written notice of termination to BUSINESS. The reduction or elimination of any payments, and/or termination of this Agreement pursuant to this paragraph, shall not cause any penalty or damages to be charged to GO TOPEKA and BUSINESS waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

p. In carrying out the terms and provisions of this agreement, BUSINESS shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive or provide services because of race, color, religion, sex, age, disability, national origin or any other status protected by applicable federal or state law or local ordinance.

q. Every duty, right, or obligation contained in this Agreement imposes an obligation of good faith in its performance or enforcement. For the purposes of the Agreement, "good faith" dealing means honesty in fact in the conduct or the transaction concerned.

r. Nothing herein contained shall be construed or held to make any party a partner, joint venturer or associate of another party in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

s. The parties agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to effect the purposes of this Agreement and to comply with any of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

"BUSINESS"

"GO TOPEKA"

PROJECT MORRIS

GROWTH ORGANIZATION OF  
TOPEKA/SHAWNEE COUNTY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Matthew Pivarnik,  
President and CEO

Title: \_\_\_\_\_



## ***Agenda Item No. 6***

**JEDO Board Meeting  
July 26, 2017 - 6:00 P.M.**

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Tilson Technology Management  
Broadband Consulting Services Agreement



# CITY OF TOPEKA

Doug Gerber, Interim City Manager

Information Technology Department  
215 SE 7<sup>th</sup> Street, Room 150  
Topeka, KS 66603-3914  
Website: <http://www.topeka.org>

Mark Biswell, Director and CISO  
E-mail: [mbiswell@topeka.org](mailto:mbiswell@topeka.org)  
Telephone: 785-368-3718  
Fax: 785-368-3719

July 18, 2017

**To:** Topeka/Shawnee County Joint Economic Development Organization

**From:** Mark Biswell  
Broadband Task Force Member

**RE:** Proposed Broadband Contract

JEDO Board Members,

It is my pleasure to provide information and a few contract highlights regarding the proposed contract with Tilson, Technology Management for Broadband Consulting Services.

## **Project Governance**

Tilson Technology Management will provide a professional project manager to guide the project. I have volunteered to be the Broadband project manager/lead for JEDO. Gina Millsap of the Topeka and Shawnee County Public Library will be the backup project manager. However, due to familiarity with the Broadband RFP, Tilson Technology Management's response, the proposed contract and technical expertise, Pat Oblander with Shawnee County IT, Patrick Clear with USD 437 IT and Barbara Stapleton of GO Topeka will also be directly involved in all project management based decisions and activities for JEDO. This project management structure will ensure a collaborative project management process that encompasses a cross-section of the Broadband Task Force.

## **Services – Page 1, Section 1**

JEDO Scope of Services is defined in Exhibit A of the proposed contract. The Consultant's proposal is in Exhibit B of the proposed contract.

## **Project Schedule and Timeline – Page 1, Section 2**

The Broadband project schedule and timeline are on page 48 of Exhibit B in the proposed contract. Tilson Technology Management proposes a 16-month project schedule starting from



the date the contract is executed. The project timeline will be adjusted appropriately if the contract is executed by JEDO.

**Fees and Payment Schedule – Page 2, Section 3**

The proposed contract is based on a not to exceed provision. The consultant will submit monthly invoices that will be commensurate with project milestones completed within each monthly billing period. Project milestones can be found in Exhibit C under “Pricing Proposal”. Tilson Technology Management also proposed a high-level fiber design which is part of the proposed contract. The cost of the high-level fiber design is also not to exceed and can be made part of the overall project through an ammendment agreed to by both parties.

**Project Payments – Page 2, Section 4**

Project invoices will be submitted to the JEDO Finance Officer, Nickie Lee. The Broadband Project Manager and the selection committee will review each invoice for approval. Once approved, invoices will be approved by the JEDO Finance Committee and forwarded to GO Topeka for dipersement of payments.

This completes the high level overview of the proposed contract and project governenace. All questions regarding the contract can directed to Mary Feighny with the City Legal Department.

Sincererly,



Mark Biswell

TOPEKA/SHAWNEE COUNTY JOINT ECONOMIC DEVELOPMENT ORGANIZATION

JEDO CONTRACT NO. C-\_\_\_\_-2017

AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Topeka/Shawnee County Joint Economic Development Organization, hereinafter referred to as "JEDO" and Tilson Technology Management, hereinafter referred to as "Consultant."

WHEREAS, JEDO desires to retain a professional consulting firm to provide broadband consulting services; and

WHEREAS, the City of Topeka solicited requests for proposals (RFP) on behalf of JEDO for said broadband consulting services; and

WHEREAS, Consultant submitted a proposal which JEDO has selected.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Services. Consultant agrees to provide broadband consulting services for JEDO. The services shall be in conformance with the terms of this Agreement, the JEDO Scope of Services, which is attached herein as Exhibit A and incorporated by reference and Consultant's Proposal which is attached herein as Exhibit B and incorporated by reference ("the Project Proposal"). If the terms of this Agreement conflict with the term in Exhibits A and B, the terms of this Agreement shall control.

2. Project Schedule and Timeline. Consultant shall follow the schedule and timeline identified on Page 48 of the Project Proposal which is approximately 16 months from the date of execution of this Agreement.

3. Fees; Payment Schedule. JEDO will be billed by invoice for professional time and services provided by Consultant in an amount not to exceed two hundred five thousand two hundred fifteen dollars (\$205,215.00). Consultant shall submit monthly invoices that will be commensurate with project milestones completed within each said monthly billing period as detailed in Exhibit C ("Pricing Proposal") which is attached herein and incorporated by reference. If desired by JEDO, the optional high-level fiber design and cost estimate shall be made a part of this Agreement by an amendment agreed to in writing by the parties in an amount not to exceed twenty eight thousand dollars (\$28,000.00).

4. All invoices will be submitted to JEDO Finance Officer, Nickie Lee, City of Topeka, 215 SE 7<sup>th</sup> Street, Topeka, KS 66603. Upon approval by the JEDO Finance Committee, payment will be made to Consultant.

5. Independent Contractor. Both parties shall act in their individual capacities and not as agents, employees, partners, or associates of the other. Consultant accepts responsibility for payment of unemployment insurance, workers' compensation and any taxes or payroll deductions required by law for Consultant's employees engaged in the project.

6. Records. Consultant agrees to preserve and make available to JEDO, upon request, all documents and records related to this Agreement for a period of five years from date of final execution by the parties.

7. Modification; Choice of Law. This Agreement may be modified only by written agreement of the parties. The Agreement shall be governed by the laws of the State



of Kansas. Venue for any litigation will be in the district court of Shawnee County, Kansas or the U.S. District Court for the State of Kansas in Topeka, Kansas.

8. Termination for Cause. This Agreement may be terminated by either party upon written notice in the event of material failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have ten calendar days from the date of the termination notice to cure or submit a plan for cure acceptable to the other party.

9. No Assignment. Neither JEDO nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Nothing contained herein shall prevent Consultant from employing independent consultants, associates, or subcontractors; however, in such case, Consultant shall be responsible for performance of the Services.

10. Indemnification. Consultant agrees to indemnify, defend, protect and hold JEDO and its agents harmless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against JEDO and its agents that result from the Consultant's activities undertaken pursuant to this Agreement, and including activities undertaken by Consultant's employees, subcontractors, and any other of Consultant's agents.

11. Insurance. JEDO shall not be required to purchase any insurance against loss or damage for any property or service to which this Agreement relates. Consultant shall maintain on file with JEDO at all times during the duration of the agreement, including renewal periods, a current, valid Certificate of Insurance that provides Commercial General

Liability, Automobile Liability and Workers' Compensation in the following minimum amounts:

COMMERCIAL GENERAL LIABILITY

Per Occurrence \$1,000,000.00

General Aggregate \$2,000,000.00

AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00

12. Entire Agreement; No Third Party Beneficiaries. This Agreement and its exhibits represent the entire agreement of the parties and shall supersede all prior negotiations, representations, or agreements, written or oral, between the parties. This Agreement shall not be construed as providing any enforceable rights to any third party.

13. Notices. All notices, demands, requests or other communication shall be in writing and made by personal delivery or sent by U.S. mail, postage prepaid, or overnight delivery, addressed as follows:

For JEDO:

City Clerk  
City of Topeka  
215 SE 7<sup>th</sup> Street  
Topeka, KS 66603

For Consultant:

Joshua Broder, CEO  
Tilson Technology Management  
245 Commercial Street  
Portland, ME 04101

14. Execution in Counterparts. This Agreement may be signed by faxed or electronic signature, which shall be deemed to be an original signature. This Agreement

may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year first above written.

TOPEKA/SHAWNEE COUNTY JOINT  
ECONOMIC DEVELOPMENT ORGANIZATION

\_\_\_\_\_  
Mayor Larry Wolgast, JEDO Chairperson

ATTEST:

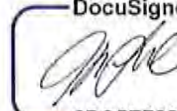
APPROVED AS TO FORM AND LEGALITY

DATE \_\_\_\_\_ BY \_\_\_\_\_

\_\_\_\_\_  
Brenda Younger, City Clerk

TILSON TECHNOLOGY MANAGEMENT

DocuSigned by:



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\_\_\_\_\_  
Joshua Broder, CEO

Jay Ford

Director, Government & Institutional Consulting

# EXHIBIT A



## Event # 1366-1

**Name:** Broadband Consulting Services

**Reference:** Broadband Consulting Services

**Description:** This Request for Proposal is a courtesy bid for the Topeka/Shawnee County Joint Economic Development Organization (JEDO). The intent is to solicit competitive proposals from qualified firms to provide Broadband Consulting Services as set forth in the scope of work.

**Buyer:** Jay Oyler

**Status:** Pending award

**Event Type:** RFP

**Currency:** USD

**Category:** PROFESSIONAL SERVICES

**Sub Category:** OTHER

**Sealed Bid:** Yes

**Respond To All Lines:** No

**Q & A Allowed:** Yes

**Number Of Amendments:** 1

## Event Dates

**Preview:**

**Q & A Open:** 02/10/2017 01:36:00 PM

**Open:** 02/10/2017 01:35:00 PM

**Q & A Close:** 03/03/2017 12:00:00 PM

**Close:** 03/08/2017 02:00:00 PM

**Dispute Close:**

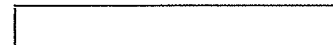
## Terms And Conditions

### General

### Disclaimer

Disclaimer. The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.



## Event # 1366-1: Broadband Consulting Services

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Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

### Standard Terms and Conditions

### RFP Terms and Conditions

#### REQUEST FOR PROPOSAL (RFP) STANDARD TERMS AND CONDITIONS

1. READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY. Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.
2. SINGLE POINT OF CONTACT: The single point of contact for all inquiries, questions or requests shall be buyer or their designee initiating this RFP. All phone calls shall be directed to the buyer. No communication is to be had with any other City employee or JEDO member while the bidding event is open and until a contract and/or purchase order is awarded/issued. Bidders may have contact with JEDO officials during negotiations, contract signing or as otherwise specified in the RFP.
3. NEGOTIATED PROCUREMENT: JEDO reserves the right to negotiate this proposal. Final evaluation and award is made by the Negotiation Committee or their designees, which consists of the following:  
Joint Economic Development Organization
4. APPEARANCE BEFORE COMMITTEE: Any, all or no bidders may be required to appear before the Committee to explain their understanding and approach to questions from the Committee concerning the proposal; or, the Committee may award to the low bidder without conducting negotiations. The Committee reserves the right to request additional information from bidders as needed. Bidders selected to participate in negotiations will be given an opportunity to submit a best and final offer to the Committee. Prior to the specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.
5. QUESTIONS/ADDENDA: It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the request. Failure to notify the buyer of any conflicts or ambiguities in this request may result in items being resolved in the best interest of the JEDO. Any and all binding modifications to this request shall be made by Addendum.
6. PRE-PROPOSAL CONFERENCE: All Pre-Proposal Conferences will be scheduled (if so noted) through the meetings section of the City's online bidding portal. Attendance is typically not mandatory, but is strongly encouraged. All questions shall be submitted during the open questions period section of the City's online bidding portal. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided, when possible. However, bidders should clearly understand that the only official answer or position of the JEDO will be by written amendment.
7. COST OF PREPARING PROPOSAL: The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract and other costs associated with this request. All responses will become the property of the JEDO and are subject to the Kansas Open Records Act subsequent to the signing of a contract, purchase order issuance or rejection of all bids/responses.
8. EVALUATION OF PROPOSALS: Award shall be made through qualification based selection in the best interest of the City as determined by the Negotiating Committee. Consideration will focus on, but is not limited to:
  - Response format as required by this request;
  - Adequacy and completeness of proposal;
  - Bidder's understanding of the project/scope of work/services;
  - Compliance with the terms and conditions of the request;
  - Experience in providing like services;
  - Qualified staff;
  - Cost Bidders are cautioned not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations.
9. ACCEPTANCE OR REJECTION: JEDO reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the request; and unless otherwise specified, to accept any item in a proposal.

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10. **CONTRACT:** The successful bidder will be required to enter into a written contract with JEDO.

11. **CONTRACT DOCUMENTS:** This request and any amendments and the bidder's response and any amendments shall be incorporated into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order shall govern:

- Written modifications to the executed contract;
- Written contract signed by the parties;
- This Request including any and all addenda, and;
- Contractor's proposal submitted in response this Request as finalized.

12. **CONTRACT FORMATION:** No contract shall be considered to have been entered into by JEDO until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful vendor(s).

13. **OPEN RECORDS ACT:** All proposals become the property of JEDO. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.

14. **FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. JEDO is exempt from state sales or use taxes and federal excise taxes. These taxes shall not be included in the bidder's price quotations.

15. **SUSPENSION FROM BIDDING:** Any vendor who defaults on delivery as defined in this Request may, at the discretion of the Contracts & Procurement Director, be barred from bidding or receiving an award on any subsequent Request for a period of time to be determined by the Director.

16. **INSURANCE:** JEDO shall not be required to purchase any insurance against loss or damage to any personal property. The vendor shall bear the risk of any loss or damage to any personal property.

17. **CASH BASIS AND BUDGET LAWS:** All contracts entered into by JEDO are subject to the State of Kansas Cash Basis and Budget laws. Any obligation incurred as a result of the issuance of the contract or purchase order binds JEDO only to the extent that cash is available at the time payment is required. Furthermore, any contract that extends beyond the JEDO's current fiscal year does not create an indebtedness or obligation for the subsequent fiscal year, and JEDO reserves the right to cancel any contract until the first date of the subsequent fiscal year.

### GENERAL PROVISIONS

1. **TERM OF CONTRACT:** The term shall be from date of execution through completion and acceptance by JEDO.

2. **INSPECTION:** JEDO reserves the right to reject, on arrival at destination, any items that do not conform to the specifications of this request.

3. **TERMINATION FOR CAUSE:** JEDO may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- The Contractor fails to make delivery of goods or services as specified in this contract; or
- The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

JEDO shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as JEDO may authorize in writing) JEDO shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

4. **TERMINATION FOR CONVENIENCE:** JEDO may terminate performance of work under this contract in whole or in part whenever, for any reason, JEDO shall determine that the termination is in the best interest of the JEDO. In the event that JEDO elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

5. **NOTICES:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows:

Joint Economic Development Organization  
City Attorney  
City of Topeka  
215 SE 7th Street  
Topeka, KS 66603

or to any other persons or addresses as may be designated by notice from one party to the other.

6. **RIGHTS AND REMEDIES:** If this contract is terminated, JEDO, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed, any completed materials. JEDO shall be obligated only for those services and materials rendered and accepted prior to date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of JEDO. In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by JEDO subject to any offset by JEDO for actual damages including loss of matching funds.



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The rights and remedies of JEDO provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **FORCE MAJEURE:** The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to Acts of Terrorism as defined under 6 CFR Part 25, freight embargoes, acts of nature, fires, quarantine and strikes other than by Contractor's employees.

8. **WAIVER:** Waiver of any breach of the provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by JEDO shall not constitute a waiver.

9. **OWNERSHIP:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by JEDO. The Contractor may not release any materials without the written approval of JEDO.

10. **INDEPENDENT CONTRACTOR:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint venture or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

11. **STAFF QUALIFICATIONS:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

12. **NONDISCRIMINATION AND WORKPLACE SAFETY:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

13. **ENVIRONMENTAL PROTECTION:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

14. **HOLD HARMLESS:** The Contractor shall indemnify JEDO against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

15. **RETENTION OF RECORDS:** Unless JEDO specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of the contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using department; independent auditors acting on behalf of JEDO and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the City.

16. **FEDERAL, STATE AND LOCAL TAXES:** JEDO makes no representation as the exemption from liability of any tax imposed by any governmental entity on the Contractor.

17. **MODIFICATION:** This contract shall be modified only by written agreement of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

18. **ASSIGNMENT:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of JEDO which consent shall not be unreasonably withheld or delayed.

This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of JEDO.

19. **THIRD PARTY BENEFICIARIES:** This contract shall be construed as providing an enforceable right to any third party.

20. **CAPTIONS:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

21. **SEVERABILITY:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

22. **GOVERNING LAW:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

23. **JURISDICTION:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which JEDO is a party.

24. **INTEGRATION:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

33. **CRIMINAL OR CIVIL OFFENSE OF AN INDIVIDUAL OR ENTITY THAT CONTROLS A COMPANY OR ORGANIZATION OR WILL PERFORM WORK UNDER THIS CONTRACT:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or





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private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a JEDO contractor. For the purpose of this section, and individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

### Insurance Requirements Page

#### INSURANCE REQUIREMENTS

**WORKERS COMPENSATION:** Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

**INSURANCE RESPONSIBILITY & LIABILITY:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

#### CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

Products & Completed Operations Coverage Aggregate \$2,000,000

Property Damage per occurrence \$100,000

Automobile Liability

Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000

**CERTIFICATES OF INSURANCE:** Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

**NAMED INSURED:** The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

**NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION:** A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka  
Contracts & Procurement Division  
215 SE 7th Street, Room 60  
Topeka, KS 66603

## Attachments

#### Attachment

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JEDO Special Provisions.doc

JEDO Broadband RFP Final 020917.docx

Event # 1366-1: Broadband Consulting Services

**Commodity Codes**

Commodity Code	Description
918	CONSULTING SERVICES

**Line Details**

**Line 1: Broadband Consulting Services**

**Description:** Broadband Consulting Services for the Topeka/Shawnee County Joint Economic Development Organization (JEDO). Enter 1.00 in the unit price on the line response. Upload your technical proposal and then upload your pricing proposal and any other desired supporting documentation. Be sure to select "SUBMIT" in order to submit your proposal.

Broadband Consulting Services

**Commodity Code:** 918 CONSULTING SERVICES

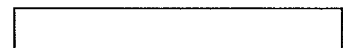
**Quantity:** 1.0000

**Require Response:** No

**Price Breaks Allowed:** No

**Alternate Items Allowed:** No

**Add On Charges Allowed:** No



## SPECIAL PROVISIONS

**Proposal Format:** The following information shall be part of the technical proposal: **Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.**

- (1) Transmittal letter which includes the following statements:
  - (a) That the vendor is the prime contractor and identifying all subcontractors
  - (b) That the vendor is a corporation or other legal entity
  - (c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal
  - (d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability
  - (e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal
  - (f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict
  - (g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
  - (h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the JEDO and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of JEDO.
  - (i) That the vendor has not been retained, nor has it retained a person to solicit or secure a JEDO contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

**Vendor's Qualifications:** The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

- (a) Date established
- (b) Ownership (public, partnership, subsidiary, etc.)
- (c) Number of personnel, full and part-time, assigned to this project by function and job title
- (d) Data processing resources and the extent they are dedicated to other matters
- (e) Location of the project within the vendor's organization
- (f) Relationship of the project and other lines of business and
- (g) Organizational chart

The contractor shall be the sole source of contact for the contract. JEDO will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

**Payment:** To be negotiated.

## **REQUEST FOR PROPOSAL FOR BROADBAND CONSULTING SERVICES**

**Introduction:** The Topeka and Shawnee County Joint Economic Development Organization (JEDO) is requesting responses from qualified consulting firms to assist JEDO in discovering and implementing a plan/public-private partnership necessary to provide sufficient, reliable, and affordable high speed broadband service delivery to the residents of Topeka and Shawnee County. Information regarding JEDO can be found at <http://www.jedoecodevo.com>.

**Background:** The Joint Economic Development Organization is a body made up of City of Topeka Council and Board of County Commissioners of the County of Shawnee, Kansas elected officials who oversee the use of revenue from a countywide half-cent sales tax that county voters approved in a ballot question election. The voting members of the board include the three County Commissioners, the Mayor and Deputy Mayor and two city councilmembers of the City of Topeka. The remaining city councilmembers are ex-officio non-voting members of the board. Shawnee County, Kansas is the third largest county in the state of Kansas and is home of the capital city, Topeka. The County encompasses five cities (Topeka, Silver Lake, Auburn, Rossville and Willard) and twelve Townships with a population of approximately 184,000. The Topeka Metropolitan Service Area (MSA) includes five counties total with a population in excess of 230,000.

Shawnee County enjoys a central geographic location with Interstate 70, Interstate 335 (Interstate 35 only a short distance away) and Highway 75 reaching all four directions. The Kansas River runs through the center of downtown Topeka. Kansas City International Airport is located about an hour away. Washburn University calls Topeka home and the University of Kansas is a short distance to the east and Kansas State University to the west. These Universities draw young talent to Topeka to make up a diverse and highly skilled workforce. Washburn Institute of Technology provides specialized training for the manufacturers and businesses in the area. The community has a robust quality of life including multiple golf courses and parks, trails, World Famous Topeka Zoo, the Topeka Performing Arts Center, and the Kansas Expocentre.

The Intergovernmental Cooperation Council (ICC) initiated discussion on the broadband initiative several years ago. As a result of those discussions, the City of Topeka and Shawnee County as a single community was selected as a pilot community to address high speed broadband service delivery by the Kansas Department of Commerce (KDOC) in August of 2014 as part of the Kansas Department of Commerce Statewide Broadband Initiative. The definition of a single community for the purposes of this RFP is all taxing entities, anchor institutions, businesses and citizens residing within Shawnee County. The pilot project is supported by the KDOC final report that can be found at <https://tscpl.org/community-broadband>. The KDOC final report determined the following feasibility information necessary to support a fiber to the premise plan:

- A Broadband Impact Potential Index of 1.39 using the economic data and analysis tool IMPLAN as the primary economic impact modeling platform. Economic impact study results and summary of methodology can be found in Appendix: B of the KDOC final report.
- Feasibility for a city-wide fiber network that passes each home and business to be deployed and maintained in Topeka using the Gigabit Broadband Model. The Business Case Study, Key Assumptions and Inputs can be found in Appendix: C of the KDOC Final Report.

**Purpose:** The purpose of this RFP is to contract with a consulting firm to assist JEDO to formulate and execute a plan to form public-private partnerships necessary to build and operate a fiber to the premise network within the City of Topeka, and/or to build and operate fiber to the premise networks within the rural townships of Shawnee County and/or to build and operate a Wireless Internet Service Provider infrastructure within the rural areas of Shawnee County.

**Objective:** The primary objective of a resulting plan is to:

“Address the region’s economic and community development; as well as quality of life through improving countywide access and utilization of sufficient, reliable, and affordable broadband infrastructure”

**Plan Execution Strategy:** Consulting services provided for the purpose of this RFP will be utilized by the JEDO Board in an incremental and phased approach. Movement from phase to phase is contingent upon successful completion of the preceding phase. The JEDO Board and/or its designees will be the authority to determine successful completion and acceptance of each phase. The successful respondent shall provide a not to exceed estimate for each phase. The JEDO Board and/or its designees reserve the right at any time to remove any step within a phase and add additional requirements and services within each phase. Removal of steps within each phase or the addition of requirements within each phase shall be transacted through change orders. The change order process shall be based on a mutually agreeable process and change order documentation. Each change order shall be priced not to exceed prior to final acceptance. There will be no set time frame between the start and completion of each phase. While it is the desire of the JEDO Board to strive to reach each goal as rapidly as possible, each goal is contingent upon community acceptance, the formation of sustainable and cost effective public-private partnerships and the discovery and identification of potential initial and on-going funding and revenue sources. All respondents shall be willing to enter into a collaborative and contractual partnership with JEDO.

**Services:** The successful respondent shall be capable of providing the following services based on the following proposed plan execution strategy:

### **Phase-1 – Analysis**

1. The successful respondent shall meet with stakeholders to hold a Phase-1 kickoff meeting.
2. The successful respondent shall establish subject matter expertise with all aspects of the Topeka City & Shawnee County Local Community Technology Planning Pilot Project KDOC final report and supporting documentation.
3. The successful respondent shall perform a review of the economic impact study contained in the KDOC final report and provide an opinion to validate if the findings within the KDOC final report are accurate and viable.
4. The successful respondent shall perform a review of the business case for high-speed broadband within Topeka and Shawnee County contained in the KDOC final report and provide an opinion to validate if the findings within the KDOC final report are accurate and viable.
5. The successful respondent may need to consult with VisionTech360 and CostQuest Associates to fulfill steps 3 and 4.
6. The successful respondent shall compile a consultant's report based on findings and opinions formulated from steps 2-4 with recommendations to include an opinion regarding the need for a revised demand study.
7. The successful respondent shall meet with stakeholders to present the consultant's report, recommendations for moving forward, obtain stakeholder feedback, work with stakeholders to provide decision support and to work with stakeholders to gain consensus necessary to move to Phase-2.
8. The successful respondent shall create a presentation explaining the consultant's report and stakeholder feedback necessary to present to the JEDO Board.
9. The successful respondent shall meet with stakeholders to present the consultant's presentation for the JEDO Board and obtain stakeholder feedback regarding the consultant's presentation and any potential changes.

### **Phase-2 – Presentation**

1. The successful respondent shall meet with the JEDO Board to present an overview and assessment of the consultant's report to include results of the final stakeholder meeting held during Phase-1 step 7.
2. The successful respondent shall meet with the JEDO Board and designees to enter into discussion and provide decision support necessary to potentially take the following actions:

- To arrive at a decision to prepare and submit a Request for Information (RFI) necessary to seek out and identify public-private partners interested in building and operating a fiber to the premise network within the City of Topeka.
- To arrive at a decision to prepare and submit an RFI necessary to seek out and identify public-private partners interested in building and operating a fiber to the premise network within the rural townships of Shawnee County.
- To arrive at a decision to prepare and submit an RFI necessary to seek out and identify public-private partners interested in building and operating a Wireless Internet Service Provider infrastructure within the rural areas of Shawnee County.
- To prioritize the order of each potential action.
- To establish a proposed timeline and schedule for executing each potential action.
- To arrive at a decision to look at alternative actions necessary to meet the objective listed on page 2 in the event there is no interest by the JEDO Board to release an RFI or RFI's.

**Phase-3 – RFI Execution**

1. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to draft the necessary RFI or RFI's based on the direction and decisions from Phase-2.
2. The successful respondent shall present the proposed RFI or RFI's to the JEDO Board and/or designees and legal counsel necessary to obtain approval for public release.
3. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to publically issue the RFI or RFI's.
4. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to coordinate the RFI process and to gather information and provide answers to questions submitted by potential responders necessary to support accurate RFI responses.
5. The successful respondent shall collect submitted RFI or RFI's and evaluate each RFI for general acceptability, evaluate each respondent's qualifications, evaluate the ability of each respondent to deliver proposed solutions and strategies, evaluate each RFI for feasibility of proposed sustainable public-private partnerships, evaluate each RFI for



feasibility of proposed costs and evaluate each RFI for feasibility regarding proposed initial and on-going funding.

6. The successful respondent shall determine any potential outside funding opportunities in the form of grants necessary to supplement valid RFI responses.
7. The successful respondent shall create a decision matrix necessary to accurately rate each RFI response based on consultants evaluation of general acceptability, consultants evaluation of each respondent's qualifications, consultants evaluation of each respondent's ability to deliver proposed solutions and strategies, consultants evaluation of the feasibility of proposed sustainable public-private partnerships, the consultants evaluation of proposed costs and funding source mechanisms and any grant opportunities determined by consultant necessary to supplement valid RFI responses. The resulting decision matrix will be used to provide decision support to the JEDO Board and/or designees.
8. The successful respondent shall create a report detailing consultant's opinions necessary to support each finding within the decision matrix and to provide a consultant's recommendations for moving forward.
9. The successful respondent shall present the report and decision matrix to the JEDO Board and/or designees and legal counsel.
10. The successful respondent shall meet with the JEDO Board, designees and legal counsel to enter into discussion and provide decision support necessary to potentially take the following actions:
  - To select an RFI or RFI's that will best meet the objective listed on page 2.
  - To arrive at a decision to create an RFP or RFP's in response to the selected RFI or RFI's.
  - To arrive at a decision to look at alternative actions necessary to meet the objective listed on page 2 in the event there is no interest by the JEDO Board to move forward with issuing an RFP or RFP's.

#### **Phase-4 – RFP Execution**

1. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to draft the necessary RFP or RFP's based on the direction and decisions from Phase-3.
2. The successful respondent shall present the proposed RFP or RFP's to the JEDO Board and/or designees and legal counsel necessary to obtain approval for public release.

3. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to publically issue the RFP or RFP's.
4. The successful respondent shall collaborate with the JEDO Board and/or designees and legal counsel to coordinate the RFP process and to gather information and provide answers to questions submitted by potential responders necessary to support accurate RFP responses.
5. The successful respondent shall assist JEDO in evaluating all aspects of responses to the RFP.
6. The successful respondent shall determine any potential outside funding opportunities in the form of grants necessary to supplement valid RFP responses.
7. The successful respondent shall create a decision matrix necessary to accurately rate each RFP response based on consultants evaluation of general acceptability, consultants evaluation of each respondent's qualifications, consultants evaluation of each respondent's ability to deliver proposed solutions and strategies, consultants evaluation of the feasibility of proposed sustainable public-private partnerships, the consultants evaluation of proposed costs and funding source mechanisms and any grant opportunities determined by consultant necessary to supplement valid RFP responses. The resulting decision matrix will be used to provide decision support to the JEDO Board and/or designees.
8. The successful respondent shall create a report detailing consultant's opinions necessary to support each finding within the decision matrix and to provide a consultant's recommendations for moving forward.
9. The successful respondent shall present the report and decision matrix to the JEDO Board and/or designees and legal counsel.
10. The successful respondent shall meet with the JEDO Board, designees and legal counsel to enter into discussion and provide decision support necessary to potentially take the following actions:
  - To select RFP's that will best meet the objective listed on page 2 to award to respondents.
  - To arrive at a decision to look at alternative actions necessary to meet the objective listed on page 2 the event there is no interest by the JEDO Board to release an RFP or RFP's.

### **Phase-5 – RFP/Taxing Entity Project Handoff**

1. The successful respondent will act as the liaison between the JEDO Board and/or designees and vendor/s who are awarded RFP's necessary to establish contracts with selected vendor/s.
2. The successful respondent shall assist the JEDO Board and/or designees in negotiating any final scope of services, project plans, project timelines and final pricing with vendor/s who are awarded RFP's.
3. The successful respondent shall assist the JEDO Board and/or designees with completing and submitting any grant applications necessary to supplement successful RFP responses.
4. The successful respondent shall assist the JEDO Board and/or designees in producing contracts to be executed between the successful RFP respondents or respondents.
5. The successful respondent shall facilitate a kick-off meeting between the successful RFP respondent and the assigned principal project manager of each taxing entity managing projects as defined by an RFP or RFP's.

**Proposals: Interested parties shall submit their proposal and supporting documentation online through the City of Topeka's eProcurement Supplier Portal. Interested parties will need to register in order to submit a proposal online. The link to the portal is:**

**<https://cotprod-lm01.cloud.infor.com/lmscm/SourcingSupplier/controller.servlet?dataarea=lmscm&context.session.key.SupplierGroup=COT>**

### **Conceptual Plan**

The Contractor shall provide a conceptual plan for the product/services believed to be appropriate for the JEDO. The plan should indicate product features and outline personnel skills and services that distinguish the Contractor, incorporating appropriate staff profiles. The staff profile should describe the Contractor's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process. Three (3) references are to be included with the proposal.

### **Submittal Process and Details**

Technical Proposals should include the following:

- Contractor's name, address, and names of primary contacts.
- Statement of Qualifications
- A description of specific staff that will comprise the project team for this assignment.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work.
- Evidence of ability to work with short deadlines pertaining to milestones, project tasks, etc.

**Estimated Timeline**

March-April 2017  
 May 10, 2017

RFPs reviewed  
 Final Recommendation to JEDO

*The above dates are subject to change at the discretion of the JEDO Board.*

**Proposal Terms**

A copy of JEDO Resolution No. 2004-1, entitled A Resolution Establishing Purchasing Procedures Involving the Expenditure of JEDO Funds shall be followed.

The JEDO reserves the right to reject any and all proposals received as a result of this Request for Proposal. If a proposal is selected, it will be the most advantageous regarding quality of service, the vendor's qualifications, and capabilities to provide the specified service, and other factors which the JEDO may consider. The JEDO reserves the right to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the JEDO to be in the best interests of the JEDO even though not the lowest bid.

Proposals must be valid for a minimum of ninety (90) days. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between the JEDO and the awarded vendor. The service contract shall provide for, inter alia, insurance requirements; accounting, audit, product ownership, and other terms.

**Evaluation of Proposals**

JEDO intends to appoint the Mayor's Broadband Task Force to evaluate all proposals submitted in response to this RFP. As part of this process, the Task Force will appoint a subcommittee consisting of a representative from each of the following: 1) The City of Topeka; 2) Shawnee County; 3) a local school district; 4) the Topeka & Shawnee County Public Library; and 5) GOTopeka. The subcommittee will review all proposals and make an initial recommendation to the full Task Force. The full Task Force will then make a final recommendation to JEDO. This final recommendation will be advisory only, and JEDO reserves the right to reject the Task Force's recommendation and select an alternate proposal. Each proposal will be considered as a qualification based proposal. Consideration shall be made in the best interest of JEDO as determined by the Task Force and its subcommittee.

# EXHIBIT B

## Response to Request for Proposals for Broadband Consulting Services

Topeka and Shawnee County Joint Economic Development Organization  
Technical Proposal



Tilson Technology Management

5347 S. Valentia Way

Greenwood Village, CO 80111

Phone: 207-591-6427

Fax: 207-772-3427

Primary Contact: Christopher Campbell

Federal ID No.: 01-0509537

Offer is firm and not revocable for a period of ninety (90) days.



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## 1. Experience and Qualifications

Tilson is pleased to offer its services to the City of Topeka and Shawnee County Joint Economic Development Organization (JEDO) to develop and implement a plan/public-private partnership that will provide sufficient, reliable, and affordable high speed broadband service delivery to the residents of Topeka and Shawnee County. For this project we have assembled a team led by Tilson and supported by Camoin Associates and CostQuest Associates that will build on the work the City and County have done previously, carefully validate it, and propel the City and County's forward toward its objectives. Tilson brings to this engagement its own experience designing, permitting, project-managing, and deploying telecommunications infrastructure, and advising states and communities seeking to improve their broadband infrastructure and services. Our experience with both public and private sector entities active in broadband will provide JEDO with valuable insight. We also bring to the project partners with particular expertise in the services requested by JEDO. Camoin Associates brings a long track record of assisting states and communities in their approach to economic development. CostQuest Associates brings a deep background in industry cost modeling, including the development of cost models for Topeka. This section addresses the experience of all three firms.

### Tilson

Tilson is a multi-specialty telecommunications services firm. We have over seven years of experience designing, building, and maintaining telecommunications networks using both wireless and fiber technologies, in middle- and last-mile applications. Our deep bench of in-house resources allows us to participate in many projects from conception and planning through engineering and construction. Our engineering department supports all consulting and planning engagements with fiber designs as part of many preplanning exercises and often moves into detailed engineering once funding is secured. In other cases, Tilson's engineering and permitting team may be called upon to begin a project during the implementation phase, after all due diligence has been completed by others. Below is a variety of projects Tilson has been a part of that showcases our team's abilities and past performance.

Tilson was founded in 1996 and has since grown to include over 200 employees in eight offices around the United States, including the Denver, Colorado metro area. Tilson is a privately held C Corporation majority owned by our CEO, Joshua Broder.

Tilson's value lies in bringing several telecommunications-centric services under one roof. We help our clients develop an understanding of their needs by working with them to articulate where they currently stand, where they reasonably would like to be, and helping to map out the necessary steps to take. Since we are not a service provider, we provide a neutral perspective, weighing alternative solutions strictly on their merits and how well they meet client goals. Many of our broadband clients later select Tilson to provide fiber design, engineering, and construction services. In that market, we provide turnkey solutions: everything from acquiring land rights and producing stamped, engineered drawings to full general contractor services. Tilson's public sector Broadband Consulting clients benefit from the experience of Tilson not only consulting but implementing telecommunications infrastructure projects for a wide range of service providers, utilities, and government entities.

This project fits within Tilson's Broadband Consulting service offering. The Broadband Consulting group is organized per the below diagram. In addition, this project will draw on project management resources



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from our Government consulting group, and wireless and fiber engineering resources from our Engineering division.

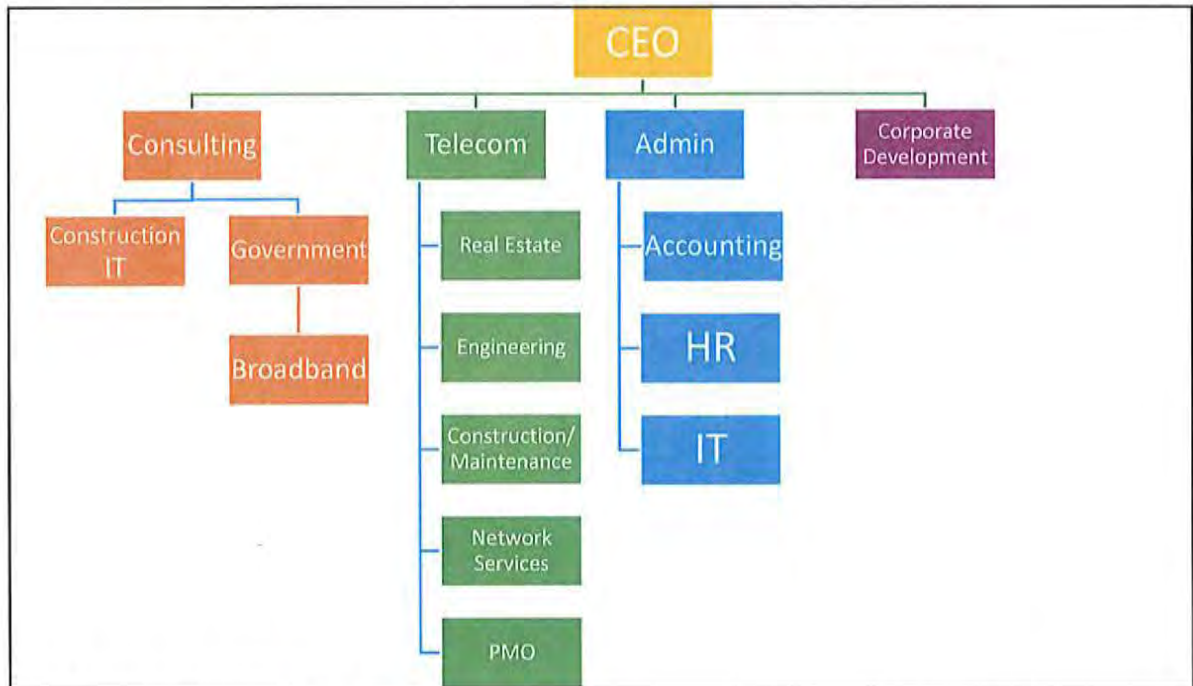


Figure 1 - Tilson Organizational Chart





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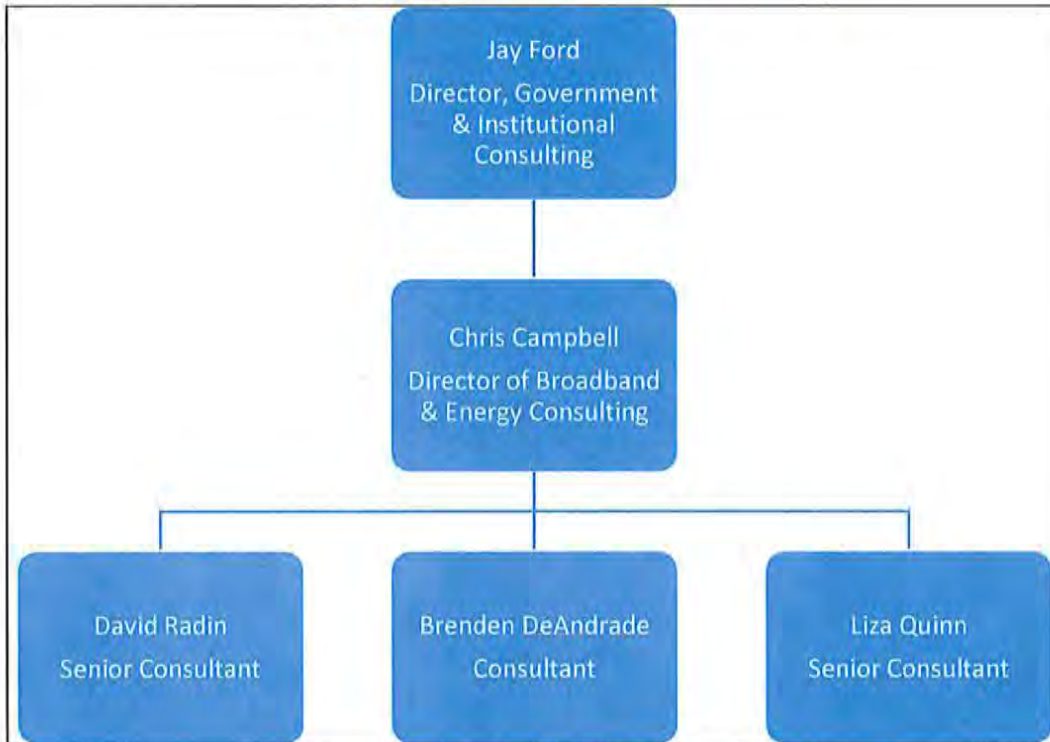


Figure 2 - Broadband Consulting Organizational Chart

## Tilson Experience Examples

### *Baca, Bent, Crowley, Kiowa, Otero, and Prowers Counties, Colorado*

Tilson is currently working with a six-county region in southeastern Colorado to develop a strategic broadband plan that will enable the region to improve its infrastructure in a manner that leverages existing national, state and private resources. Tilson is currently assisting the region with defining broadband goals, mapping current broadband infrastructure and service availability, conducting community education and input workshops, developing and administering a survey, documenting national, state and private broadband efforts underway, identifying broadband gaps, developing design solutions for a sample of unserved areas, and providing an overview of operating model options. The result of the project will be a strategic plan document and series of community meetings with each county to educate residents and receive input on desired solutions. Following the successful completion of this project, the region will have a plan in place to build out connectivity subject to funds availability and political desire to do so.

### *City of Cambridge, MA (Broadband Assessment & Feasibility Study)*

Tilson conducted a comprehensive inventory of existing broadband services in the City of Cambridge and proposed three alternatives for FTTP encompassing different levels of capital commitment and connectivity. As part of this project, Tilson assisted the City's Broadband Task Force and City staff develop recommendations to the City Council. First, Tilson developed and implemented a community engagement plan to seek input from residents and businesses from all areas of the City, which included facilitating two





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large-group public meetings. Next, Tilson identified the service gap to define desired broadband service levels and determine underserved areas, then quantify their level of service compared with other parts of the City. Third, Tilson worked with the City and stakeholders to develop a range of alternatives for improving access. Finally, recognizing the community's desire for and the suitability to its needs of a fiber-based solution, Tilson proposed three discrete fiber network buildout plans suiting different capital commitment levels and service improvement goals. For each, Tilson provided a high-level network design and cost estimate. Tilson also advised the City on the tradeoffs and implications associated with different business and financing models for a municipal-scale network.

#### *Empire State Development Broadband Program Office*

##### *ConnectNY Broadband Program Field Audits*

Tilson provided services around the State Grant Awards issued under the ConnectNY Program. Services provided included interviews with the awardees, conducting field verification, and generating reports on a sample of projects selected by the BPO for desktop review. Interviews with the awardees were centered on a status update in regards to their Project Milestones and Key Project Indicators (KPIs), any potential red flags while constructing their awarded network, and required follow up items by the BPO. The sample of field audits looked to verify that the awardees' networks have been built according to the documented KPIs, Project Milestones, submitted address points, proposed broadband speeds, and constructed to industry standards.

##### *New NY Broadband Grant Program – Application Evaluations*

Tilson provided services to the New York Broadband Program Office (BPO) in connection with its New NY Broadband Grant Program. This program allocates up to \$500 million in state grants to subsidize broadband providers in building their networks to unserved and underserved parts of New York State. Grants were allocated via a reverse auction process that Tilson designed and implemented. Services provided included technical and financial reviews of proposed projects, program design, and consultation on policy issues. Project work has included providing an interface with broadband service providers and structured collection of data requested by the BPO. Tilson provided project management of a consulting team on the review of New NY grant applications, including the BPO's GIS vendors. Tilson also consulted as part of the BPO's advisory team on the application of geospatial analysis to programmatic questions, especially the development of grant-eligible census blocks and partial blocks from service-provider data, FCC Form 477 data, and future Connect America Fund-eligible areas.

Following Tilson's performance in Phase 1, the Broadband Program Office (BPO) re-engaged Tilson in the same capacity for Phase 2 of the New NY Broadband Grant Program. Services provided in this phase included pre-evaluation planning efforts, technical and financial reviews of proposed projects, program design, and consultation on policy issues. The pre-evaluation planning efforts consisted of leveraging Phase 1 efficiencies, minor tweaks, the mechanization of certain application materials, a streamlined Reverse Auction tool, and mechanization of the final reports generated by the results of the Reverse Auction. Because of these process efficiencies, Tilson could meet the thirty (30) day timeframe associated with Phase 2 of the program despite twice the volume of applications received in Phase 1.

##### *New Shoreham, Rhode Island (Block Island)*

Tilson performed an assessment of existing broadband infrastructure, advised the Town regarding technology and business model options for a town-wide broadband network, estimated its costs, conducted an RFI and helped the town select an ISP partner, and created a detailed cost estimate and





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engineering plan for a town-wide FTTH network. Tilson has also completed field surveys of all utility poles on island as part of the engineering of a hybrid GPON FTTH network with Active Ethernet overlay. Tilson also advised the Town on its purchase of the local electric utility. This included an assessment of the synergies associated with joint ownership of an electric utility and broadband service provider. Tilson continues to support New Shoreham as the Town debates financing the project, having already selected Tilson as a design-build contractor once funding is secured. Separately, Tilson has assisted Verizon Wireless to design, permit and implement their eastern New England pilot for ultra-dense small cell high speed LTE networks in this community.

### *City of Sanford, ME*

Tilson prepared three distinct network designs and cost estimates, developed five alternative operating models, conducted a telecommunications asset inventory, and led vendor selection activities that identified a viable network operator and county partner. As part of the RFP process, Tilson met with likely bidders to provide information and answer questions regarding the City's requirements, handled distribution of the RFP, held a pre-bid call with potential respondents, and prepared responses to vendor technical questions prior to review and scoring of vendor responses and the ultimate recommendation of vendor. Tilson also provided negotiations support which included meeting facilitation between the respondents and City stakeholders and negotiation support to secure the letter of intent from the chosen vendor.

### *Somerset County, ME*

Tilson assisted the Kennebec Valley Council of Governments in securing a grant from the ConnectME Authority for broadband planning. Using the grant funds, Tilson partnered with a local wireless ISP to design a hybrid fiber-wireless network capable of providing high speed internet services to a significant portion of currently unserved or underserved towns in the county. The comprehensive solution also included a plan to provide affordable internet service and equipment, cultivate digital literacy, and provide publicly accessible computers. Deliverables included a high-level network design and cost estimate, business case analysis, and digital inclusion approach.

### *Massachusetts Broadband Institute (MassBroadband123)*

Tilson served as owner's engineer and project manager for this \$91MM, 1,300-mile fiber-optic network build out to over 1,200 public safety and other state facilities including E911 centers, state police barracks, and fire/rescue locations. The project received funding from the federal Department of Commerce and National Telecommunications and Information Administration. Our responsibilities included strategic planning, route design, business modeling, cost estimation, test and acceptance procedure design, intergovernmental coordination between department of transportation, public safety agencies, and industry, and project and construction management services in this engagement. This included developing a comprehensive construction cost estimate for the design build requirements and managing over 20,000 Verizon, Western Mass Electric Company, National Grid, Unitil, and municipal light district-owned utility poles in licensing and make ready. Tilson network engineers developed next generation interoperability and design standards for DWDM, routing, voice, and switching facilities.

### *Middlebury, VT*

Tilson's client for this project was the Middlebury Business Development fund (a cooperative effort between the Town of Middlebury, Vermont and Middlebury College). The Town of Middlebury, Vermont is a community with a population of approximately 8,500.





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Tilson supported conversations with stakeholders, including Middlebury College, towns and school districts in the region, local health care providers, and key business users, to gauge and cultivate support for the Town's broadband improvement project. As part of this project, Tilson conducted a high-level inventory scan of the current broadband infrastructure and services in the region, identifying the broadband services offered in the area and the companies offering them with the objective of defining the service gaps in the Town. Tilson took the broadband standard sought and defined by the Middlebury Office of Business Development and identified the technical characteristics of such a network, including upload bandwidth, download bandwidth, latency, resilience, quality of service, identifying the range of applications that a network built to this standard would support, in particular applications relevant to the key stakeholders in the education, health care and economic development fields. As part of this work, Tilson also developed a high-level network design and cost estimate to implement a solution that met the community standard. In addition, Tilson provided business model alternatives and advice on selecting from among the alternatives as well as an analysis of financial models for a project, including different phases. Tilson also provided guidance and lessons learned from network build-outs in other similar communities and provided ongoing support for the Town's conversations with potential funders for a network.

### Camoin Associates

Camoin Associates measures its projects solely by tangible metrics, namely job creation and capital investment. Across its service lines, the projects that Camoin completes are intended to stimulate investment as the means of achieving the economic development objectives of the firm's clients through strategy development, public policy evaluation, and project implementation.

Camoin's service mix has been carefully designed so that it has the capability to offer start-to-finish economic development solutions for organizations and communities that do not have or need this capacity full-time. Main service areas include:

- Economic Development Strategic Planning
- Workforce Development Planning & Analysis
- Economic & Fiscal Impact Analysis
- Market & Feasibility Analysis
- Program & Service Evaluation
- Economic Development Organization (EDO) Advisement
- Technology and Energy-led Economic Development

Robert Camoin founded Camoin Associates in 1999 with the conviction that successful development requires leadership, strategy informed by market intelligence that targets economic opportunities and addresses the needs of businesses, and communities and regions to leverage private investment. Camoin is organized as a privately held S-Corporation. Since its inception, Camoin Associates has specialized in providing economic development solutions to both public and private sector clients. Through the services offered, Camoin Associates has had the opportunity to serve Economic Development Organizations and local and state governments from Maine to California; corporations and organizations that include Lowes Home Improvement, FedEx, Volvo (Nova Bus), and the New York Islanders; as well as private developers proposing projects more than \$4 billion. **Error! Reference source not found.** is an organizational chart of Camoin Associates.



Underpinning Camoin’s analyses are world-class data sources. These cutting-edge sources provide robust, highly useful, and comprehensive data on past, present, and future economic trends in every community we work in. Employing data from these top-notch providers and integrating them with local, regional, state, and national data guarantees that Camoin clients benefit from strategy and analysis founded in market realities. Data providers include Economic Modeling Specialists International, ESRI BAO, IBISWorld, CoStar Group, Smith Travel Research, and Shaping Tomorrow.

Camoin’s reputation for detailed, place-specific, and accurate analysis has led to projects in 29 states and garnered firm attention from national media outlets including NPR’s *Marketplace*, *Forbes Magazine*, and *The Wall Street Journal*. Additionally, Camoin’s marketing strategies have helped its clients gain both national and local media coverage for their projects to build public support and leverage additional funding.

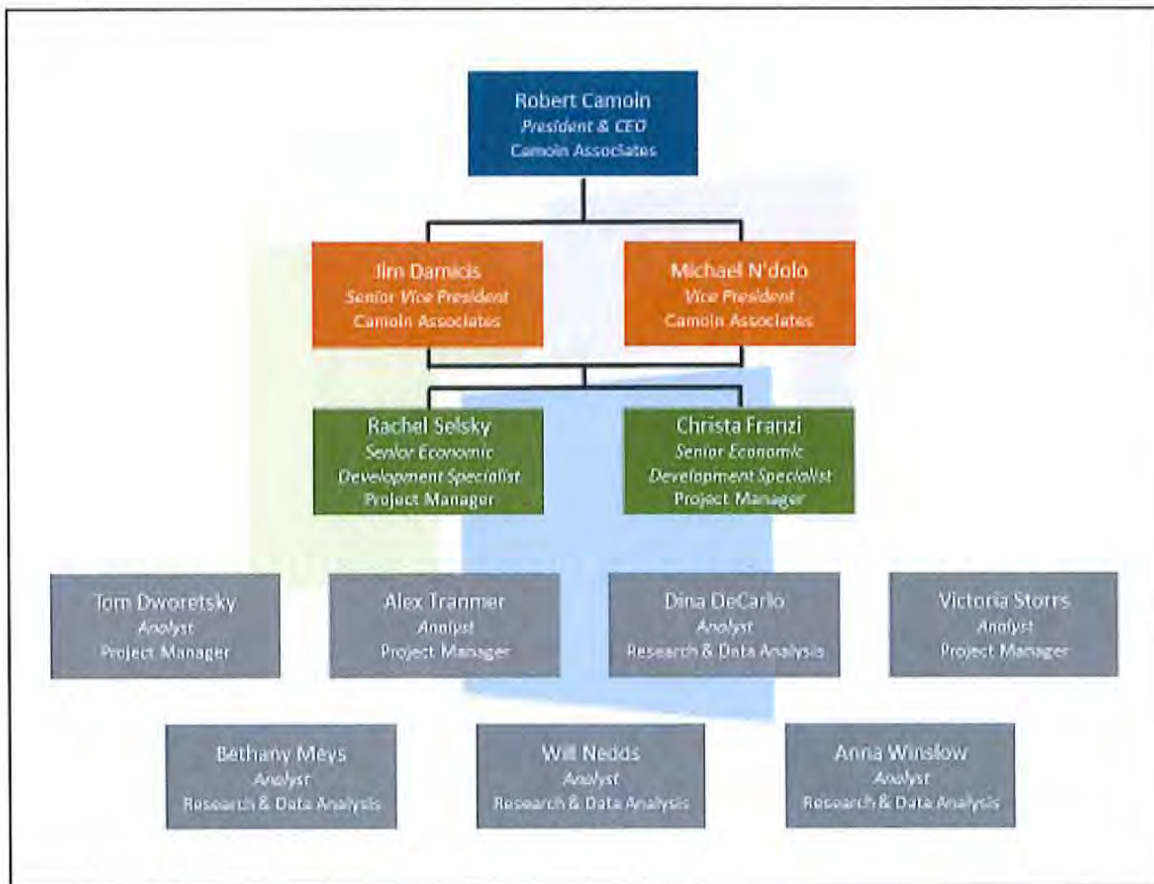


Figure 3 - Camoin Associates Organizational Chart

Camoin will be responsible for the validation of the economic impact study. Economic impact studies are one of its principal lines of business.





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## Camoin Experience Examples

### *Economic Impact Analysis of Downtown Santa Monica's High-Tech Sector*

Client: Downtown Santa Monica, Inc. | Study Area: Santa Monica, CA

The City of Santa Monica comprises part of the “Silicon Beach” region, the technology hub in Los Angeles Westside that is home to hundreds of high-tech companies, large and small. The Downtown Santa Monica Business Improvement District (BID) is an important technology center within the greater region. While the high-tech sector continues to thrive within the BID, a limited inventory of office space and other restricting factors may prevent the future expansion of, and private investment in, the industry and could lead to Santa Monica losing out to other communities in the region.

Downtown Santa Monica, Inc. commissioned an economic impact analysis to quantify the effects of the jobs and economic activity supported by the presence of the sector in the BID and demonstrate its importance to the economic well-being of both the BID and Santa Monica overall. The study also tracked the historic and projected performance of the sector compared to other key industries, as well as projecting future sector demands for office space in Downtown Santa Monica. Finally, the study identified key support industries and factors critical to the success of the sector.

### Project Highlights

- Economic impact of an industry sector
- Identification of support industries
- Office-space demand projections

### *Economic Impact Study of New York State Film Tax Credit Program*

Client: Empire State Development | Study Area: New York State

Empire State Development (ESD) administers the New York State Film Tax Credit Program, a program first established in 2004 and designed to increase the film and television production and post-production industry presence in New York State, and to provide an overall positive impact to the State's economy. The Program provides tax credit incentives to qualified production companies that produce feature films, television series, television pilots and films for television, and/or incur post-production costs associated with these productions to support the growth of the film industry in New York State.

Camoin Associates was hired by ESD to calculate the economic and fiscal impact of the State's investment in the program over the years 2013 and 2014. To complete this analysis Camoin Associates conducted significant research including a review of existing literature on the topic, industry data collection and analysis, and interviews with experts in the film industry in New York State. The report provides background on the tax credit programs, calculates and analyzes the economic and fiscal impact of the program in NYS, and finally estimates the return on investment (ROI) ratio that compares the annual investment in the credit (amount of credits issued) to the annual income that state and local governments receive (amount of tax revenue generated by the industry).

### Project Highlights:

- Tax credit program analysis





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- Data collection and analysis
- Key stakeholder interviews
- Economic and fiscal modeling

*Economic and Fiscal Impact Analysis of Schenectady County's Military Installations*

Client: Chamber of Schenectady County | Study Area: Schenectady County, NY

Schenectady County is home to Stratton Air National Guard Base, the SSG Horace D. Bradt Army Reserve Center, and the Navy Operational Support Center. Among the units at these installations is the 109<sup>th</sup> Airlift Wing, the only operation in the world that flies ski-equipped cargo planes to Greenland, the Arctic Ice Cap, and Antarctica. The installations generate a significant economic impact to the local economy from direct and indirect jobs they generate locally and from the wages paid to those workers that is spent at local businesses.

Camoin Associates conducted an economic impact study that found the installations have an annual economic impact of over 1,000 jobs, \$65 million in wages, and \$21 million in sales in Schenectady County. Camoin also prepared case studies to show the positive impact on the community beyond dollars and cents and showcased the unique skills and occupations of personnel at the installations.

Project Highlights:

- Economic Impact Analysis
- Community Benefit Case Studies
- Unique Occupational Skills Profiles

*Offshore Wind Industry Analysis*

Client: New York Power Authority | Study Area: New York State

As part of a study examining the economic development potential of an offshore wind farm in the Great Lakes, Camoin Associates built a series of models to estimate the economic impact of three different levels of offshore wind industry development in New York State. These impact scenarios were used to demonstrate the probable economic impact if the state can establish itself as a leader in the offshore wind industry.

Camoin Associates analyzed energy-sector trends in general, as well as offshore wind economics, and the experimentation occurring in Europe with novel systems and large arrays of offshore turbines. Our work showed New York State the cost-benefit of making a major investment in the industry.

Project Highlights

- Economic Impact Analysis and Calculation of Return on Public Investment
- Energy Sector Analysis and Forecasting
- Public Sector Energy Development Strategies

*Economic Impact Analysis of the Proposed NYS Islanders Arena Project*

Client: Nassau County IDA | Site Area: Nassau County, NY

Whether to replace the existing Nassau Coliseum (the current home of the NYS Islanders hockey team) with a new arena has been the subject of a heated political debate for several years. A proposal was



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floated for the county to enter into a revenue sharing agreement with the Islanders franchise owner to pay for the issuance of public debt to build the new arena. To evaluate the deal, the Nassau County IDA hired Camoin Associates to analyze the potential economic impacts associated with a new arena. The agency requested that Camoin Associates analyze:

- a) the one-time economic impacts associated with the construction period,
- b) ongoing economic impacts related to spending occurring at the site and to spending by visitors to the site,
- c) sales and hotel occupancy taxes paid by visitors, and
- d) the creation of new businesses and private sector jobs that may be targeted for IDA assistance in the area.

The study found that in total the county would receive an average of approximately \$28.2 million in revenue once the arena opened. Considering the estimated \$26 million in annual debt service payments, the net fiscal benefits to the county amount to approximately \$2.2 million in cash flow because of the project.

To ensure public comprehension of the findings, Camoin Associates has made several visits to Nassau County to assist the IDA with presenting the findings of the study in press conferences and other public meetings.

## Project Highlights

- Comprehensive Event Facility Usage and Market Potential Research
- Economic Impact Analysis of Large-Scale Event Center Investment
- Fiscal Impact Analysis of Tax Revenue Generation

## CostQuest Associates

CostQuest Associates (CQA) has served as the frontrunner in designing, developing, and implementing economic models for the telecommunications industry. CQA has been engaged in large-scale work efforts with the U.S. Government (Federal Communications Commission and U.S. Department of Commerce), and with U.S. state governments such as Alabama, California, Idaho, Kansas, Wisconsin and Wyoming. CQA assisted the FCC with the development of the National Broadband Plan and currently serves as the model consultant for the Connect America Fund. In addition to these projects in the U.S., CQA has performed similar large-scale data collection and network modeling projects for the governments of Australia, Hong Kong and New Zealand. CQA also develops and maintains models and studies for municipalities to support assessing commercial viability and overall feasibility of broadband deployment scenarios.

CQA provides the modeling, input, training, maintenance, testimony, and witnessing that is required of any model used in advocacy or public hearings.

CQA was formed in 1999 and is headquartered in Cincinnati, Ohio. It is organized as a Partnership/S-Corp. The project will lie within CQA's Network Economic Modeling Group. This project is related to current work CQA conducts for the FCC, City of San Francisco and other projects that call on deep analysis into the economics of broadband.





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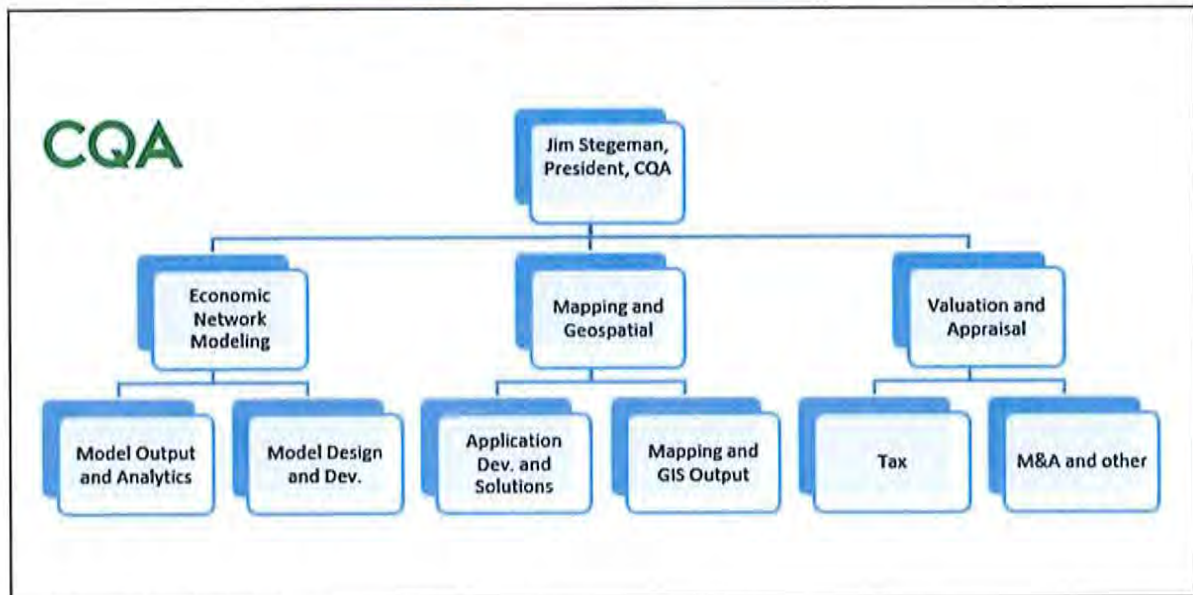


Figure 4 - CostQuest Associates Organizational Chart

## CostQuest Experience Examples

### *State of Kansas (2013 – 2014)*

CostQuest has developed city-wide fiber models for 8 cities across the State of Kansas. This work was done under the auspices of the Kansas Commerce Commission. This pilot-program work included feasibility for FTTH deployment for these communities and measuring economic impact because of build-out.

### *City and County of San Francisco (2015 – Current)*

CostQuest developed and continues to update and maintain a full fiber deployment (FTTp) model for residential, business and anchor institution locations across San Francisco. This work, done in concert with the City and County of San Francisco's Department of Technology, serves to answer the following questions:

- Is it economically feasible to build and maintain fiber to the home and business?
- How do the economics of this deployment work for each neighborhood?
- What is the upfront investment to build the network?

The results have provided the basis for a feasibility study to support policy making. The methodology used to model FTTp broadband deployment is based on the same geospatial and economic modeling used to support the Federal Communications Commission and the telecommunications industry.

### *State of New York (2016 – Ongoing)*

CostQuest was retained by the State of New York to model and assess deployment of fiber into underserved communities under the State's \$500mil New NY Broadband Program. CostQuest has



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assessed build costs and established auction bid ranges to support the efficient spend of the programs funds. CostQuest continues to work with the State of New York as new rounds of funding become available.

*State of Wisconsin (2013 – Ongoing)*

CostQuest has developed city-wide fiber models for 20 cities across the State of Wisconsin. This work was done under the auspices of the Wisconsin Public Service Commission.

*State of West Virginia (2013 – 2014)*

CostQuest has developed city-wide fiber models for 10 cities across the State of West Virginia. This work was done under the auspices of the West Virginia State Broadband Initiative. Cities such as Huntington and Charleston were studied to assess their viability for FTTH.



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## 2. References

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<b>Project Name</b>	<b><i>New NY Broadband Grant Program Application Evaluations &amp; ConnectNY Broadband Program Field Audits</i></b>
<b>Contact</b>	Jeffrey Nordhaus, Executive Vice President
<b>Address</b>	633 Third Avenue, New York, NY 10017
<b>Organization</b>	NY State Urban Development Corp, d/b/a Empire State Development
<b>Telephone Number</b>	212-803-3515
<b>Email</b>	Jeff.Nordhaus@esd.ny.gov
<b>Contract Term</b>	Dec. 2015 – present

<b>Project Name</b>	<b><i>Block Island Broadband Feasibility Study</i></b>
<b>Contact</b>	Michele Spero, Information Technology Manager
<b>Address</b>	16 Old Town Road, New Shoreham, RI 02807
<b>Organization</b>	Town of New Shoreham
<b>Telephone Number</b>	(401) 683-5445
<b>Email</b>	itsupport@new-shoreham.com
<b>Contract Term</b>	April 2015 – present

<b>Project Name</b>	<b><i>Middlebury Region Broadband Plan</i></b>
<b>Contact</b>	Jamie Gaucher, Economic Development Director
<b>Address</b>	94 Main Street, Middlebury, VT 05753
<b>Organization</b>	Middlebury Business Development Fund
<b>Telephone Number</b>	(802) 388-8100
<b>Email</b>	jgaucher@townofmiddlebury.org
<b>Contract Term</b>	June 2015 – present





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<b>Project Name</b>	<b>Coliseum Economic and Fiscal Impact Analysis</b>
<b>Contact</b>	Paul O'Brien, Counsel
<b>Organization</b>	Nassau County IDA – Phillips Lytle
<b>Telephone Number</b>	(516) 742-5201 x6502
<b>Email</b>	PO'Brien@phillipslytle.com

<b>Project Name</b>	<b><i>Military Economic Impact Analysis</i></b>
<b>Contact</b>	Raymond Gillen, President & CEO
<b>Organization</b>	Schenectady Metroplex Development Authority
<b>Telephone Number</b>	(518) 377-1109 x101
<b>Email</b>	rgillen@schenectadymetroplex.org

<b>Project Name</b>	<b><i>Economic Impact Analysis of Downtown Santa Monica's High-Tech Sector</i></b>
<b>Contact</b>	Collette Hanna, Community Outreach Manager
<b>Organization</b>	Downtown Santa Monica, Inc.
<b>Telephone Number</b>	(310) 393-8355
<b>Email</b>	collette@downtownsm.com

CostQuest Associates, Inc.

<b>Project Name</b>	<b><i>National Broadband Plan &amp; Connect America Fund – Economic Model Contractor</i></b>
<b>Contact</b>	Steven Rosenberg
<b>Address</b>	445 12th Street SW, Washington, DC 20554
<b>Organization</b>	Federal Communications Commission (FCC)
<b>Telephone Number</b>	(202) 418-3614
<b>Email</b>	Steven.rosenberg@fcc.gov



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<b>Project Name</b>	<i>State Broadband Initiative – Lead Contractor</i>
<b>Contact</b>	Kathy Johnson
<b>Address</b>	600 Dexter Avenue, Montgomery, AL 36130
<b>Organization</b>	Office of the Alabama Governor
<b>Telephone Number</b>	(334) 549-1570
<b>Email</b>	<a href="mailto:Kathy.johnson@obd.alabama.gov">Kathy.johnson@obd.alabama.gov</a>

<b>Project Name</b>	<i>State Broadband Initiative – Lead Contractor</i>
<b>Contact</b>	Sarah Klein, Telecommunications Division Administrator
<b>Address</b>	610 N Whitney Way, Madison, WI 53705
<b>Organization</b>	State of Wisconsin
<b>Telephone Number</b>	(608) 266-5481
<b>Email</b>	<a href="mailto:sarah.klein@wisconsin.gov">sarah.klein@wisconsin.gov</a>





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### 3. Personnel/Staff Qualifications and Experience

#### Tilson

Tilson's project team will consist of five members from its consulting and engineering groups listed below, all full-time Tilson employees. In addition, the Tilson team will be able to draw on additional resources from Tilson's 200+ employees for internal consultation as needed and appropriate.

#### Christopher Campbell

Chris Campbell, Tilson's Director of Broadband and Energy Consulting, will be the principal consultant for the project and the principal point of interface for the JEDO Board and stakeholders. He leads a team of professionals who provide strategic consulting expertise to states, communities, and firms seeking to improve telecommunications infrastructure and services and manage or develop networks. His work at Tilson encompasses a diverse clientele that includes Empire State Development, the City of Cambridge, Massachusetts, New Shoreham, Rhode Island and the Town of Middlebury, Vermont.

Chris has 20+ years of experience in technology, public policy and community development. Prior to joining Tilson, Chris was the Executive Director of the Vermont Telecommunications Authority (VTA) for almost five years. At the VTA, Chris led efforts to build new fiber networks and expand access to broadband and cellular service. In addition to fiber optic construction and cell site development, Chris had oversight of commercial contract development, grant making, and federal grant seeking. Prior to the VTA, Chris served as Director for Telecommunications and Telecommunications Planner at the Vermont Department of Public Service and Assistant Chief Information Officer for the State of Vermont. As Telecommunications Planner, he designed and facilitated a multi-sector public outreach process as part of the development of the *Vermont Telecommunications Plan*.

He holds a B.A. in Economics and Environmental Studies from the University of Pennsylvania and a Master's Degree in Regional Planning from the University of Massachusetts-Amherst.

#### David Radin

David Radin is a Senior Consultant in Tilson's Energy and Broadband practice, and has over 13 years of experience across broadband, IT, strategy consulting, and renewable energy. Dave will assist in the validation of the CostQuest model, development and review of the RFI/RFP, vendor negotiations, and report-writing. He is currently the lead consultant for Tilson's New Shoreham, Rhode Island and Somerset County, Maine engagements, and has been a consultant on its Empire State Development and Cambridge, Massachusetts engagements. He is currently advising the Town of New Shoreham in its ISP contract negotiations and recently developed the Round 2 Reverse Auction model for the New NY Broadband Program, a grant round that awarded more than \$200 million. He is a Certified Fiber to the Home Professional by the FTTH Council.

Prior to joining Tilson, David was a Senior Research Manager for Energy & Industrials at GLG, the world's leading platform for professional learning, where he served hedge fund clients across a variety of engagements. David also has experience assisting Wildcat Venture Management, a boutique investment firm, in conducting due diligence for development of microwave low-latency networks connecting North American and European trading centers. Previously, David was a developer of energy facilities – wind farms and coal gasification plants – for Gamesa Energy USA and Process Energy Solutions. He had overall responsibility for development of the 200 MW Minonk wind farm in Minonk, IL, as well as fuel and land procurement for multiple gasification plants to convert petroleum coke to natural gas. David has





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significant prior consulting experience at Everest Group, a boutique strategy firm, as well as system development and IT at Ernst & Young. He has a B.S. in computer science from the University of Illinois at Urbana-Champaign and an M.B.A. from Northwestern University's Kellogg School of Management.

## Ellen Manetti

Ellen Manetti will be Tilson's Project Manager for the project. With over twenty-five years of project management and consulting experience, Ellen is one of Tilson's most senior Project Managers. Ellen is a Certified Project Management Professional (PMP) who is widely regarded as an expert and creative leader who consistently meets or exceeds client expectations. Ellen's professional and refined approach to project management has been leveraged by Federal and State Government agencies to manage some of their largest IT contracts. Ellen is currently the Project Manager for Tilson's engagement to develop a broadband plan for a 6-county region of southeast Colorado.

Ellen's experience includes acting as a Program Manager for NASA's Headquarters Information Technology Support Services (HITSS) contract. The HITSS contract that Ellen oversaw included application and software development, systems engineering, server operations, configurations management and control, cable plant and VoIP, cyber security, and customer support and outreach components. Ellen's responsibilities included oversight of both financial and technical performance of the entirety of the HITSS contract service areas. During Ellen's management, the HITSS program met or exceeded all of its quality assurance and delivery metrics. Ellen has also supported JP Morgan in trading floor upgrades throughout the continental US and Latin America, major data center implementations for Sallie Mae, and satellite based taxation automation for the Republic of Indonesia.

## Mark Buxton

Mark Buxton is an Outside Plant Engineer with Tilson who will be responsible for the research of fiber network cost factors for validating the CostQuest network model. He has almost 30 years of experience in the telecommunications industry. Specialties include knowledge in the construction and design of systems including Dark Fiber, Hybrid Fiber / Coaxial, and FTTX networks. Mark has been with Tilson for the last 7 years. Recent Tilson projects include: GIS fiber to the premise designs, wireless carrier deployment projects, small cellular site design and site acquisition, and leading large-scale make-ready engineering / structural analysis design teams.

## Andrew Ludwick

Andrew Ludwick is an Engineering Manager with Tilson and will be responsible for the development of a high-level wireless design and cost estimate. He leads a team of talented engineers and technicians who provide networking, cellular, RF, and Smart Grid and IoT design and installation to government, industry, and utility customers. Prior to joining Tilson in February 2017, Mr. Ludwick served more than 20 years in the U.S. Army, in telecommunications positions of increasing rank and responsibility. He retired with a rank of Command Chief Warrant Officer, the highest rank achievable for a Warrant Officer. Over his military career, Mr. Ludwick worked with a variety of network systems and technologies in providing secure and robust communications facilities in places as diverse as Afghanistan to the Pacific Rim, and culminating in a position developing next-generation communications networks for the Joint Communications Support Element, tasked by the Joint Chiefs of Staff to support telecommunications needs for all U.S. forces worldwide.





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### Camoin Associates

Michael N'dolo, CEcD

Michael N'dolo is Vice President at Camoin. Michael's understanding of the relationship between development and municipal finance, as well as his experience leveraging the benefits of commercial and industrial tax incentives, brings a vital financial perspective to the firm's economic development planning projects. His recent work includes a comprehensive cost/benefit assessment of one of the largest high tech/R&D facilities proposed in New York State.

Of particular interest to Michael is working with communities to better understand the fiscal implications of their planning efforts, both comprehensive plans and economic development strategic plans. Michael's ability to help communities recognize the likely impact of various economic development initiatives on an "average" taxpayer has been an invaluable asset to the firm as Camoin Associates works to develop economic development strategic plans that are based in reality and fully implementable.

Michael has successfully completed professional training in IMPLAN and LOCI, computer modeling systems for economic and fiscal impact analysis, and is currently the only economic development professional in New York State utilizing these combined programs to assess an economic development project's impact on a locality's municipal tax revenue. Michael has presented the firm's economic and fiscal impact modeling methodology at conferences of the New York State Economic Development Council (EDC), Wisconsin Economic Development Association, the New Hampshire Economic Development Association, as well as at regional conferences such as the New England Economic Developers Association. His work has been cited in *The Wall Street Journal*, *The New York Times*, and *Forbes*, and has been featured in segments of National Public Radio's *Marketplace* show.

Michael has a Master of Public Administration degree from the Maxwell School of Syracuse University. Prior to working at Camoin Associates, he was involved in facilities planning at the University of Minnesota.

Rachel Selsky, AICP

Rachel Selsky is a Senior Economic Development Specialist at Camoin. During the last nine years, Rachel's experience at Camoin Associates has included the completion of community and economic development strategic plans, market analyses, meeting facilitation and community consensus building, tax credit program administration and technical assistance, grant writing/administration, and community consolidation studies. With a passion for consensus building and community education, Rachel's ability to present highly technical topics in a clear and concise manner has helped the firm better reach out to local residents and policy makers to assist them in making informed decisions regarding their future.

Rachel's most recent focus at Camoin Associates has been the completion of multiple economic and fiscal impact analyses for private, public and non-profit entities looking to better understand their value in terms of jobs, wages and sales within the local economy. Specifically, Rachel's impact analysis work has assisted multiple companies in their application to local IDA's for tax incentives. In these tough economic times, this work has become critical for businesses and developers needing to clearly demonstrate the positive economic impact their proposals have on a local economy and public finances.

Rachel holds a Masters in Regional Planning from the University at Albany. In addition to a Master's degree, Rachel is certified through the American Planning Association and the National Charrette Institute. Rachel's background also includes facilities planning for the New York State Department of





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Corrections as well as work with the Planning Bureau of the New York State Office of Parks, Recreation and Historic Preservation. Rachel also holds a Bachelor of Arts in Urban Studies and Planning from the University at Albany.

Tom Dworetsky, AICP

Tom Dworetsky is an Economic Development Analyst at Camoin. Since joining the Camoin team, Tom has completed numerous economic and impact analyses, real estate market analyses, supply chain studies, and economic development strategic plans. His work has included quantifying the economic impacts of complex policies and projects, building pro forma financial statements for multi-million-dollar developments, and conducting regional and site-specific real estate market analyses for a range of communities and use types.

Tom's prior experience as a land use planning consultant serves as a valuable foundation for tackling economic development problems in communities with unique land use and zoning challenges. Tom has a special interest in strategies for downtown revitalization and the positive economic and social impacts that reinvigorating historic town centers can have on communities. Taking a data-driven approach, Tom has developed innovative, community-specific initiatives to spur revitalization through redevelopment, historic preservation, adaptive reuse, and other creative methods.

Tom earned his Master of City and Regional Planning degree from the University of North Carolina at Chapel Hill, where he specialized in Real Estate Development and Placemaking. He also holds a Bachelor of Science in Business Administration from Boston University and is a member of the American Institute of Certified Planners (AICP). Tom has been a guest lecturer on Economic Impact Analysis for courses at the University of Albany and Siena College.

## CostQuest Associates, Inc.

CostQuest, utilizing two of the firm's principal members, Jim Stegeman and Mark Guttman, will supply the Gigabit Cities Model to the engagement, make modifications based on the Tilson validation, and assist with the running business model scenarios.

James Stegeman

James Stegeman is the President of CostQuest Associates, Inc. As an Executive of the company, James has total responsibility for the company (P&L, staffing, strategic plan, etc.). In addition to this role, James leads the product development for the company. James formed CostQuest Associates, Inc. in 1999. Prior to CostQuest, James worked in a variety of positions at INDETEC International, the last of which was Executive Vice-President. He joined INDETEC in 1995. Prior to INDETEC, he spent 7 years in a variety of Financial and Regulatory management positions with Cincinnati Bell Telephone. James led the design, coding and implementation of the CostPro platform, the FCC's National Broadband Plan model (BAM) and the Connect America Fund model for High-Cost Funding (CACM). CostQuest models have been approved by federal authorities, multiple state commissions and are in use by multiple carriers with operations in over 40 states. James has been a major force behind the development of the latest generation network cost models used by wireline and wireless companies and state and government agencies in support of broadband deployment analysis (telco, cable, wireless and satellite), network valuations, and UNE (Unbundled Network Element) and USF (Universal Service Fund) proceedings.



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#### Mark Guttman

Mark Guttman, an associate of and partner in CostQuest, heads up CostQuest's Geographic Information Systems efforts, Quality Assurance, Testing, and Documentation. He also provides assistance in Customer Support, System Design and Project Management. Prior to his work with CostQuest, Mark was an Analyst with INDETEC International. As such, he has worked in the telecommunications industry in a variety of roles related to cost modeling. His efforts have been focused on the development or review of a number of domestic and international cost models. These include the BellSouth Telecommunications loop model (BSTLM), GTE's Integrated Cost Model and the Base Cost Proxy Model (BCPM). He was also involved in the development and testing of the Australian National Universal Service Cost Model (NUSC). In addition to development efforts, Mark also worked on the review of the United States Federal Communication Commission's Hybrid Cost Proxy Model. Mark led the geospatial design of the FCC's National Broadband Plan model (BAM) and the Connect America Fund model for High-Cost Funding (CACM) among many others. He also leads to data development efforts related to broadband mapping in several states.



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Team Resumes





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**CHRISTOPHER CAMPBELL RESUME**

47 Court Street, Montpelier, VT 05602 | 802-793-5439 | ccampbell@tilsontech.com

**EDUCATION**

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<b>UNIVERSITY OF PENNSYLVANIA</b> <b>Bachelor of Arts (Economics and Environmental Studies)</b>	<b>Philadelphia, PA</b> <b>1993</b>
<ul style="list-style-type: none"> <li>• Phi Beta Kappa</li> <li>• Magna Cum Laude with Distinction in Environmental Studies</li> <li>• Benjamin Franklin Scholar</li> </ul>	
<b>UNIVERSITY OF MASSACHUSETTS</b> <b>Master of Regional Planning</b>	<b>Amherst, MA</b> <b>1995</b>
<ul style="list-style-type: none"> <li>• American Institute of Certified Planners Planning Student Award</li> </ul>	
<b>UNIVERSITY OF DENVER</b> <b>Coursework, Information Industry Finance</b>	<b>Denver, CO</b> <b>2000</b>
<b>SNELLING CENTER FOR GOVERNMENT</b> <b>Vermont Leadership Institute</b>	<b>Burlington, VT</b> <b>2006</b>

**PROFESSIONAL EXPERIENCE**

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<b>TILSON</b> <i>Director of Broadband and Energy Consulting</i> <i>Principal Broadband Strategist</i>	<b>Portland, ME</b> <b>2015 – Present</b> <b>2015</b>
<ul style="list-style-type: none"> <li>• Provided strategic consulting expertise to states, communities, and firms seeking to improve telecommunications infrastructure and services and manage or develop networks.</li> </ul>	
<b>VERMONT TELECOMMUNICATIONS AUTHORITY</b> <i>Executive Director</i>	<b>Montpelier, VT</b> <b>2010 - 2015</b>
<ul style="list-style-type: none"> <li>• Provided executive leadership for a state-chartered authority responsible for developing and funding infrastructure for broadband and cellular services in unserved areas.</li> <li>• Built and managed a lean team capable of diverse activities, including fiber optic construction, cell site development, commercial contract development, grant making, and federal grant seeking.</li> <li>• Developed programs and defined strategies for the Authority to achieve its objectives.</li> </ul>	
<b>VERMONT AGENCY OF ADMINISTRATION</b> <i>Assistant Chief Technology Officer</i> <i>Economic Stimulus and Recovery Office Director of Network Infrastructure</i> <i>Deputy Commissioner of Information &amp; Innovation/Assistant CIO</i>	<b>Montpelier, VT</b> <b>2009-2010</b> <b>2009</b> <b>2005</b>
<ul style="list-style-type: none"> <li>• Advised appointed and elected officials on telecommunications and energy policy.</li> <li>• Developed and implemented successful strategies to bring competitive ARRA funding in energy and telecommunications to the State of Vermont.</li> <li>• Managed day-to-day operations in state enterprise information technology department.</li> </ul>	
<b>VERMONT DEPARTMENT OF PUBLIC SERVICE</b> <i>Director for Telecommunications</i> <i>Telecommunications Planner</i> <i>Senior Consumer Affairs and Information Specialist</i> <i>Consumer Affairs and Information Specialist</i>	<b>Montpelier, VT</b> <b>2005-2009</b> <b>2000-2005</b> <b>1998-2000</b> <b>1997-1998</b>
<ul style="list-style-type: none"> <li>• Successfully crafted and championed reforms to adapt state telecommunications policy and regulation to changes in the telecommunications industry due to competition and technological change.</li> <li>• Provided expert testimony before the Vermont Legislature and Public Service Board.</li> </ul>	



TILSON

- Wrote, advocated for, interpreted and implemented public policy documents including legislation, regulations, and plans.
- Negotiated on behalf of public agencies with utilities and other companies.

**CASTLETON STATE COLLEGE**

*Telecommunications Planning Project Coordinator*

**Castleton, VT  
1995-1997**

- Coordinated a grant-funded, multi-party regional telecommunications planning effort for Rutland County, Vermont and wrote the plan document.

ADDITIONAL INFORMATION

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- **Good Samaritan Haven, Barre, VT:** Board of Directors, 2007-2012
  - Chair of 2008-2009 Capital Campaign Committee
- **Vermont Public Safety Broadband Network Commission:** Member, 2013-2015





# TILSON

## David Radin

Senior Consultant – Tilson | E-mail: [dradin@tilsontech.com](mailto:dradin@tilsontech.com) | LinkedIn: <http://linkedin.davidradin.com>

*Collaborative leader with a lifelong passion for technology. Diverse experience includes consulting, software development, alternative energy, financial modeling, and MBA from Kellogg. Certified Fiber to the Home Professional by the FTTH Council Americas.*

### EXPERIENCE

**Tilson – Senior Consultant** **Portland, ME** **2015 – Present**

*Tilson is a full service telecom support firm providing consulting, owner's engineering, and construction support.*

- Advise municipalities on strategies for improving broadband access. Technologies contemplated include fiber, DSL, microwave, and other wireless.
- Conduct competitive analyses of target markets, financial modeling of proposed fiber networks, and write client reports.
- Clients include the City of Cambridge, Massachusetts; Town of New Shoreham, Rhode Island (coterminous with Block Island); and CEI Capital Management.

**GLG – Senior Research Manager** **New York, NY** **2013 – 2015**

*Member of the firm's Energy & Industrials practice. GLG is the market leading membership-based expert network consulting service that connects its over 1,000 clients with its global network of 400,000 consultants for transactional engagements.*

- Managed client service for an \$8m book of business comprised of Energy & Industrials hedge fund clients. Increased client activity 122% since assuming responsibility for this book. As Lead Research Manager for a key client, developed and implemented a client engagement strategy to increase usage by 30%.
- Developed new business analytics tools to track client engagement and key metrics for the Energy & Industrials research team. Provide weekly updates to senior leadership.
- Assisted in the sales and new prospect identification process by attending sales meetings and providing pre-sales service, which has successfully added 1 new client to GLG.

**Independent Consultant** **New York, NY** **2012 - 2013**

#### **Wildcat Venture Management**

*Supported private equity firm's diligence in an investment in low latency microwave networks for high frequency trading.*

- Developed, fine-tuned, and presented financial model that supported the firm's \$20m acquisition of multiple proposed low latency network links between US, Canadian, and European trading hubs.
- Supported client in diligence process in acquiring an incumbent network services provider.

#### **CreativeWorx**

*Technology consultant at the startup provider of TimeTracker, a cloud-based solution for billable professionals to automatically capture time worked on a per-project and per-client basis.*

- Performed comprehensive technical architecture review of third party product APIs for potential integration with TimeTracker.
- Developed integration proofs of concept for selected platforms using JQuery and JavaScript.

**Everest Group – Senior Consultant** **New York, NY** **2011 – 2012**

*Recruited to join the Energy and Next Generation IT practices of this boutique outsourcing consultancy.*





# TILSON

- Served client CFO in developing financial model for IT services at a major healthcare provider to verify market competitive pricing. Identified cost savings amounting to 15% of expenditures.
- Conducted market entry study in the insurance industry for a Tier 1 Global Services Provider.
- Facilitated client training session on sourcing strategy and relationship management.

**Independent Consultant**  
**Statera Capital, LLC**

**Chicago, IL**

**2010 - 2011**

*Consultant to a boutique consultancy and private equity firm formed to guide clients in globalization concerns.*

- Wrote business plans & developed financial models for a solar development firm in Liberia, Africa, and a proposed waste-to-energy facility and a catering company in Ghana, Africa. Articulated project fundamentals to local stakeholders via Skype.
- Identified and acquired land rights for 25 MW of solar photovoltaic projects. Prepared and submitted bids for energy sales.
- Developed privatization business plan for a former Ghanaian state-owned airline catering company.

**Gamesa Energy USA – Senior Project Developer**

**Chicago, IL**

**2008 – 2010**

*US arm of a publicly-traded Spanish wind turbine manufacturer. Introduced rigorous financial modeling of projects and selected company-wide financial modeling software solution. Trained developers in principles of discounted cash flow analysis and use of financial model. Started company's Chicago office. Served as local office IT contact.*

- Oversaw development of a 200 MW Illinois wind farm with capital budget of \$375m.
- Identified \$4m in cost savings and 14% increase in revenue by rigorously managing the development process with a virtual cross-functional team.
- Led power sales process for 3 wind projects totaling 350 MW.

**Process Energy Solutions, LLC – Project Manager**

**Patterson, NY**

**2005 – 2008**

*Startup developer of coal gasification, wind generation, and solar PV facilities founded by former Texaco executives. Company received \$400m of venture capital from D.E. Shaw and Goldman Sachs for project development.*

- Developed business case and maintained cash flow analyses of coal gasification plants and large scale wind power plants used by financial backers in investment decisions.
- Managed CO<sub>2</sub> strategy, fuel procurement, and public relations for \$1.8b gasification project to produce natural gas in New York State. Negotiated land acquisition for a separate \$1.8b gasification project in Texas.
- Standardized company IT platform offerings for employee computing needs.
- Wrote winning application for a \$250,000 grant from New York State Energy Research & Development Authority.

**CAP GEMINI ERNST & YOUNG - CONSULTANT**

**San Francisco, CA**

**2000 – 2003**

*Big Five IT consulting firm; provided services for clients in insurance and energy industries.*

- *Chevron Texaco:* Led client team to produce discrete pieces of overall software development project that streamlined procurement of IT services for 60,000 client personnel worldwide. Identified inefficiencies with existing client IT process, gathered requirements, and developed solution.



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- *Portland General Electric*: Conducted tests on a new billing system and facilitated client training sessions.
- *Cigna Insurance*: Verified and cross-referenced billing and claim records to ensure accurate data input for new systems.

#### **EDUCATION**

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**M.B.A. – KELLOGG SCHOOL OF MANAGEMENT, NORTHWESTERN UNIVERSITY EVANSTON,  
ILLINOIS 2005**

**B.S. *CUM LAUDE*, COMPUTER SCIENCE – UNIVERSITY OF ILLINOIS URBANA, ILLINOIS 2000**

#### **CERTIFICATIONS & ADDITIONAL INFORMATION**

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- Certified Fiber to the Home Professional by the FTTH Council Americas
- Proficient in French and basic knowledge of Spanish.
- Interests include travel, Linux, and photography.





**TILSON**

## Mark A. Buxton

[mbuxton@tilsontech.com](mailto:mbuxton@tilsontech.com)

### EXPERIENCE

**Tilson Technology Management, Project Manager, Senior Outside Plant Engineer** April 2010 – Present

- Responsible for the Geographical Information Systems integral to Tilson's fiber-optic infrastructure & construction management practice, including: developing procedures for information transfer with GIS services vendors, and for large-scale attachment applications to utility pole owners
- Provides direct client-facing consulting for all aspects of client projects including construction of the Three Ring Binder Project
- Responsible for a team of technicians providing make-ready engineering and structural analysis for purposes of deploying fiber optic cable. Projects included 10,000 poles in the state of Kentucky
- Works closely with Tilson's field data collection system and proprietary database to develop project specific procedures

**Kennedy Network Services, Aerial Construction Crew Foreman** 2008 – 2010

- Supervised construction of hybrid coaxial / fiber networks. Duties included designing, planning, and building fiber optic cable routes, supervising contracted, and in-house crews, reviewed production reports/invoices, coordinated materials between crews and warehouse

**Broadband Communications Unlimited, Inc, Owner/ VP** 2000 - 2007

- Performed a wide range of duties in addition to the general business requirements of operating a successful incorporation including day-to-day supervision of Employees and Sub-Contractors, and detailed billing and invoicing. Major customers included: Time Warner Cable, Bellsouth, State of North Carolina, Long Island Fiber Exchange, and Time Warner Telecom

**Time Warner Cable Construction Division, Construction Supervisor, Aerial Construction Crew Foreman**  
1993-2000

- Supervised construction of strand and fiber. Duties included Cad based designing, planning, and building fiber optic cable routes, supervising contracted, and in-house crews, reviewed production reports/invoices, coordinated materials between crews and warehouse

**Lucas Tree Experts, Crew Foreman** 1989 – 1992

- Supervised construction of telephone and transmission power line construction.
- Implemented projects within national safety codes as well as aerial and underground clearance



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specifications and worked with government agencies, and other utilities in dealing with these issues.

**PROFESSIONAL CERTIFICATIONS/AFFILIATIONS**

National Cable Television Institute Certifications: Installer, Installer Tech, Service Tech.

DragonWave: Installer

Alcatel Lucent: Small Cell Installation

Belden: IBDN Project Management

Osmose Utility Services: O-Calc Pro Comprehensive Pole Load Analysis



**TILSON**

**ELLEN MANETTI – EMANETTI@TILSONTECH.COM**

**PROFESSIONAL SUMMARY**

Expert and creative leader with multiple successes in leading technology services organizations while meeting and exceeding customer expectations and organization financial objectives. Twenty-five years of experience managing all aspects of Software Development, Product Development, Channel Management, Software as a Service, Information Technology, Customer Support, and Quality Assurance. Innovative and versatile management approach has provided continuous improvement solutions in the areas of human resource management, customer service, financial, scientific, and social media applications and products. Experience also includes network engineering, information assurance & cyber security, and automation of development and testing infrastructure. Success includes product and service delivery for federal agencies, state and local governments, banking and finance, telecommunications, hospitality, insurance, manufacturing, publishing, and not-for-profit sectors throughout North and South America, Europe, and Asia.

**WORK EXPERIENCE**

**Senior Consultant**

**2015 - Present, Tilson, Portland, Maine**

Senior Project Manager – Otero County Broadband Strategy

- Provide project management, quality assurance, and governance to seven-month effort to develop strategic plan for expanding high-speed broadband service throughout six counties in the southeastern section of Colorado.

Senior Project Manager – Syngenta AG Next Generation Network Design

- Provide project management, quality assurance, and governance to multi-phase project for the analysis and high-level design of high-speed broadband solutions. A global corporation, Syngenta's corporate data networking requirements range from basic office connectivity for remote sales offices to extensive movement of big data from regional research and development sites to central processing locations. The Tilson team's activities included identifying potential providers for local high-speed connections, gathering competitive pricing, national and international premise surveys, national and international market studies, high level design, and implementation planning for the global build-out.

Tilson Internal

- Provide corporate and contract leadership for business development and customer support including updates to federal contracts with the General Services Administration (GSA) and US Navy (Seaport-e).

**Program Manager**

**2011-2014, InDyne, Inc., Reston, Virginia**

Corporate Program Manager

- Provided corporate and contract leadership for Department of Defense service provider encompassing all aspects of information technology delivery as well as support for internal initiatives in CMMI and ISO certifications.
- Introduced robust product management procedures for PIMS360 14 module contract management product. Actions included roadmaps and processes for prioritized product development and release





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management, integration CMMI-DEV processes with agile development techniques, Intellectual Property protection, and government mandated Information Assurance and Cyber Security.

- Served as corporate advisor to all InDyne contracts in design, development and implementation efforts associated with communications, IT, engineering processes and service provisioning. Performed strategic planning relative to engineering and IT tools and capabilities across all InDyne contract areas. Recent initiatives included the development of Cyber Security capabilities and process improvements to support AS9100, and CMMI-DEV Level 3 certification.

Program Manager, NASA Headquarters Information Technology Support Services (HITSS) (2011- 2012):

- IT Support contract that included application and software development, systems engineering, server operations, configuration management and control, cable plant and VoIP, cyber security, and customer support and outreach. Responsibilities included oversight of both technical and financial performance for this 200+ IT contract that consisted of 42 individual task orders in support of NASA HQ IT and Mission Directorate functions. Managed program for the integration of both associated contracts and over two dozen subcontractors to meet program goals and expand customer presence. Applications, solutions, and products supported included a collaborative science portal, multimedia educational applications and products, and multimedia and communications services in support of space shuttle, satellite and Mars Rover launches. Additional activities encompassed database upgrades to support over 100 applications, development and execution of compliant Cyber Security processes and programs, implementation of IBM Rational collaborative development tools and Agile Development Processes. During this period, the HITSS program met or exceeded its quality assurance and delivery metrics. Despite significant budget reductions, the HITSS program maintained a record of excellent customer service while also meeting stringent cost management requirements.

**President/Founder**

**2002-2015, Wyndlogic, Inc., Alexandria, Virginia**

- Provided strategic redesign and implementation of IT Governance, Organizational Design and PMO services for a major Financial Securities company executing a groundbreaking conversion of 6 terabytes of data in a 3-day window. Activities and responsibilities encompassed the redesign and redevelopment of risk management, status reporting, and success measurement for every aspect of this effort. Overall responsibilities included the development of planning & forecasting programs, quality assurance and testing improvement, process improvement and automation, staff assessment, and training and development. As implemented, the PMO costs were reduced by 30% while the volume of work increased 300%.
- Established multi-year relationship with major Mortgage Bank in the areas of Quality Assurance, Program Management, Testing, and Training. Highlights include: the strategic redesign of testing processes to include automation which reduced test execution times by 90% and costs by 35% while improving early stage defect detection by 50%; leadership of 60 person QA team for in support of systems for Investments & Capital Markets group; and creation of PMO for \$35M financial systems development effort.
- Provided strategic redesign and implementation of IT Governance for HR-Management ASP to meet release deadlines, quality goals and help-desk response time metrics. Success was achieved by fostering inter-team and intra-team cooperation, advancing a culture of transparency through clearly defined and reported metrics for estimating, tracking, and evaluating work, and proper utilization of Agile development techniques and processes.





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- Improved project on-time and on-budget delivery and overall customer satisfaction by 50% for a technology consulting start-up through custom developed a program management function that encompassed project management, controls, assessment standards, and procedures.

**Senior Vice President**

**2001-2002, Hitachi Innovative Solutions Corp, Bethesda, Maryland**

- HISC acquired Virtuallogic, Inc., in 2001. The newly acquired company became the Mid-Atlantic operating region responsible for 80% of the corporation's revenue. During the transition period, adhered to established financial budgets and targets while supporting the transition of the Virtuallogic regional organization into the national HISC Company. Continued to foster innovation and creativity resulting in the addition of wireless technology capabilities and the creation of management consulting capabilities in industry verticals.

**Vice President**

**1998-2001, Virtuallogic, Inc., Bethesda, Maryland**

- Lead 125 person technology services organization in delivering to customers in Insurance, Financial Services, Health Care, Hospitality, Media, and Federal Government. Directly supervised Manager and Director level staff. In 2001, Virtuallogic was acquired by HISC and became its Mid-Atlantic operating region responsible for 80% of the corporation's revenue.
- Achieved consistent project success and customer satisfaction reviews in the 90 percentiles through leading edge project management, quality assurance and customer engagement and feedback techniques.
- Worked with customers and business development to refine and improve service offerings resulting in increased customer commitments and growing professional staff growing from 70 to 125 over the course of thirty months.
- Reorganized product development team to focus on customer feedback, quality assurance, and timely delivery. Successfully increased customer satisfaction from 70% to 90%, sales by 30%, and overall ROI from negative to positive.
- Architected a culture of empowerment and accountability through the creation of PMO and Governance functions including policies, procedures, methodologies, and metrics. Provided clear definition of expectations and goals as well as feedback and insight into operations, projects, and individual performance.
- Sponsored a service offering expansion program that brought together thought leadership from the sales, marketing and client services that increased the portfolio of technical and delivery offerings by 400%. Expanded Microsoft centric application development and network integration practices to include Strategic IT Planning, Enterprise Infrastructure and Security, e-business application development, business intelligence, CRM, ERP and Enterprise Application Integration.
- Established formal skills assessment, training and development programs to ensure a consistent and reliable pool of highly skilled delivery staff.
- Critically evaluated business plans, budget guidelines, and resource constraints to focus effort based on formal prioritization and risk assessments by management team.

**Principal**

**1995-1998, HCL-James Martin, Fairfax, Virginia**

- Designed and developed database product used to collect and categorize Year 200 vulnerabilities across customer applications and infrastructure that was used on all Year 2000 efforts.



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- Managed 25% of the corporation's revenue from professional services and led multiple teams ranging from 3 to 30 professional staff concurrently.

**Director**

**1991-1995, Bell Atlantic Network Integration, Falls Church, Virginia**

- Managed a portfolio of national and international clients in support of network implementation, network-based applications and outsourcing.
- Highlights include: National implementation of five data centers to support call center operations for a major financial institution, this was the only aspect of the larger program to complete on-time and on-budget; and a nine-month assignment in the Republic of Indonesia to design and pilot a hotel and restaurant tax collection system. The pilot implementation increased sales tax collection by 400%.

**Senior Consultant**

**1986-1991, Accenture, Washington, D.C.**

**EDUCATION**

- Master of Business Administration, Georgetown University
- Bachelor of Arts, English Literature – Colgate University

**CERTIFICATIONS**

- Project Management Institute, Certified Project Management Professional
- Scrum Alliance, Certified Scrum Master





**TILSON**

**Andrew Ludwick**

**Aludwick@tilsontech.com**

**Experience**

**Tilson**

*Engineering Manager*

February 2017 - Present

Lead a team of talented engineers and technicians who provide networking, cellular, RF, and Smart Grid and IoT design and installation to government, industry, and utility customers.

**United States Army**

*Command Chief Warrant Officer at Joint Communications Support Element*

December 2015 - January 2017

JCSE is one of the most unique and important units in the Department of Defense. Tasked directly by the Joint Chiefs of Staff to support the Joint Warfighting commands around the world, as well as the Special Operations Command's deployed missions, with perhaps it's most important mission being it's mandate to innovate for the DoD. In this capacity the unit is given extensive latitude to work directly with industry and drive future IT innovation DoD wide. This has led directly to the DoD's adoption of technologies such as single channel TACSAT, and everything over IP (EoIP). My role was to call on my extensive experience within the DoD to steer and drive this innovation. To do so I worked with counterparts around the world to assess emerging needs. I then would work with our team of engineers to engage with commercial vendors and industry to meet these needs. In this capacity we were continually at the cutting edge of bringing the best and brightest of commercial off the shelf (COTS) technologies to the DoD.

*Senior Network Management Technician at US Army*

July 2014 - December 2015

Served as the Senior Network Management Technician for an Army Corps headquarters G6 Communications Directorate. I Corps is a certified Joint Task Force (JTF ) command expeditionary headquarters that executes unified land operations in support of worldwide contingencies and builds coalition relationships across the Pacific. I was responsible for engineering strategic and tactical wide area networking services, coalition networks, and Installation As a Docking Station (IADDS) network transport for the I Corps Early Entry Command Post (EECP), Main Command Post, and Rear Command Post. An expert with multiple WAN, LAN, and security technologies who is responsible for maintaining a network infrastructure that includes nodes across the Pacific Ocean in countries including Australia, Japan, and Korea, developing annexes for the Corps' plans and orders to support the mission command system capabilities and collaborative framework in a JIIM environment.

*Network Management Technician at US Special Operations Command (SOCOM)*

January 2014 - June 2014



TILSON

Primary Network Management Technician tasked with planning and coordinating network and automations support, Video Teleconferencing, circuit actions and troubleshooting for the National Capital Region in

support of a Four-Star Joint command. Area of responsibility spans the Washington DC, Maryland, and Northern Virginia areas; and encompasses numerous remote nodes and users.

*Senior Network Operations Technician at NATO Special Operations Component Command - Afghanistan*

January 2013 - January 2014

Senior Network Technician for Special Operations Component Command – Afghanistan (SOJTF-A) / NATO Special Operations Component Command – Afghanistan (NSOCC-A); responsible for providing robust and reliable voice, video and data communication services to the senior Special Operations Commander and staff in Afghanistan. Serves as the senior SOF network technician to 4 subordinate SOF HQs comprised of more than 31,000 US, NATO and partner-nation special operations personnel across Afghanistan.

Provides sound technical guidance to directorate staff in the development of recommendation to the Communications Director on capabilities, limitations and employment considerations of terrestrial and space-based communications systems employed throughout the combined joint operations area.

*Network Management Technician at Joint Forces Headquarters National Capital Region*

May 2012 - December 2012

Chief Network Engineer responsible for network planning, installation and sustainment for the J/G6 Joint Headquarters-National Capitol Region and Military District of Washington (JFHQ-NCR/MDW). A joint command tasked with homeland security and defense of the Washington D.C. area as well as surrounding counties in Virginia and Maryland. Responsible for translating mission requirements into information systems architecture. Designs, implements, tests, and deploys network architecture for Local Area Networks (LAN), and secure LAN subscribers over a large geographical area for over 1,000 users. Conducts research on emerging technology and recommends methods to integrate them into the current architecture to enhance future operational capabilities for the command.

*Cyberspace Defense Technician at White House Communications Agency*

May 2011 - May 2012

Tasked with providing the President of the United States of America (POTUS) with information confidentiality, integrity, and availability 24/7. Performed and supervised the network defense, network compliance, and security information and event management operations across the White House Communications Agency's 4 networks and over 3000 users. Agency lead for designing, installing, and integrating into existing infrastructure the cutting edge cyber defense systems necessary to enhance existing capabilities. Collaborated with other agencies within presidential community of interest as well as other inside the intelligence and defense communities on all cyber defense matters. Officer in charge of communication support to POTUS at event sites around the world.





**TILSON**

*Officer In Charge at SACEUR Communications Team*

June 2008 - May 2011

Served as officer in charge of communications team providing worldwide command, control, communications, and intelligence to the Supreme Allied Command Europe/United States European Commander (SACEUR/USEUCOM). Provided mobile communications via airborne, ground-mobile, sea-mobile, and stations support to the office, official residence, and traveling footprint of the SACEUR. Oversaw a staff of twenty-five joint communicators (Army, Navy, Air Force).

*Network Management Technician at 39th Signal Battalion*

July 2006 - June 2008

*Network Management Technician at Combined Joint Task Force 76*

January 2004 - February 2005

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**Education**

University of Maryland University College

Bachelor's Degree, Management Information Systems and Services, 2004 Grade: 3.4

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**TILSON**

**Camoin Associates**

**Michael N'Dolo, Camoin Associates**

**Project Experience - Economic & Fiscal Impact Analysis**

- **City of Bangor, ME** | Impact Study of New Convention Center and Arena
- **Northampton County, PA** | County and Regional Economic Development Investment Assessment
- **ADK Action** | Economic Impact Analysis of Rail Extension vs Bike Path Development
- **New York Sire Stakes** | Economic Impact of Horse Racing on New York State
- **City of Lockport** | Economic Impact of the Flight of Five Tourism Destination
- **Bangor, ME** | Economic Impact Analysis of Event Center Rehabilitation Project
- **Shore Development Partners** | Economic Impact Analysis of a Waterfront Project in Long Beach, NY
- **BBL Development Group** | Economic Impact Analysis of the Vista Technology Center
- **City of Painesville** | Economic & Fiscal Impact Study of the LakeEast Hospital Relocation
- **City of Northampton, MA** | Economic and Fiscal Impact Study on the Proposed MGM Springfield Casino
- **Cooperative Tug Hill Council** | Economic Impact of ATV Usage on the Tug Hill Region
- **First Columbia, LLC** | Saratoga National Resort Economic Impact Report
- **Highbridge Commercial Development** | Stanford Crossings Fiscal Impact Study
- **Horizon Wind Energy** | Economic & Fiscal Impact Studies (2) of a Wind Farm
- **Lifetime Fitness** | Economic Impact Report
- **Logistics One** | The Esplanade Fiscal Impact Report
- **Long Island Power Authority** | Impact Analysis on the Installation of an Offshore Wind Farm
- **Lowe's Home Centers, Inc.** | Various Economic Impact Studies
- **Lunar Module** | Movie Studio Economic Impact Assessment
- **Massullo Brothers Builders** | Kensington Woods Fiscal Impact Study
- **Nassau County Industrial Development Agency** | Various Economic and Fiscal Impact Studies
- **Nevele Investors, LLC** | Economic and Fiscal Impact Study of a Casino
- **Newman Development Group** | Economic and Fiscal Impact Study
- **New York Islanders** | Major League Hockey Arena Impact Study
- **New York Power Authority** | Impact Analysis on the Offshore Wind Energy Cluster on New York State and the Great Lakes Offshore Wind Initiative
- **Nigro Partners, LLC** | Temple Farms Mixed Use Impact Report
- **NYS Funding, LLC** | Economic and Fiscal Impact Study of a Casino
- **Town of Bethlehem** | Fiscal Impact Study
- **Town of Clifton Park** | Fiscal Impact Study
- **Trudeau Institute** | R&D Economic Impact Study





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- **Walkway Over the Hudson** | Economic Impact Study

**Rachel Selsky, AICP, Camoin Associates**

**Project Experience – Economic Impact Studies**

*Major Mixed Use Economic Impact Studies*

- **Seneca Place** | Economic and Fiscal Impact Analysis of a major mixed use project on the Town of Seneca, NY
- **RXR Garvies Point** | Economic and Fiscal Impact Analysis of a major mixed use project on the City of Glen Cove, NY
- **Wilmorite, Inc** | Economic and Fiscal Impact of Park Point Student Housing Complex
- **Hudson Valley Wine Village** | Economic and Fiscal Impact of Mixed Use Development
- **Town of Islip IDA, NY** | Economic impact analysis of a \$4 billion mixed-use development on Long Island

*Tourism Economic Impact Studies*

- **Islanders Hockey Arena Project** | Economic Impact of Visitors on Nassau County, NY
- **City of Northampton, MA** | Economic Impact of the MGM Springfield Casino
- **Capital Culture** | Impact of Arts Organizations on the Albany County Economy
- **Catskill Mountain Rail Trail** | Economic Impact of Recreational Tourism
- **Town of Camden, ME** | Economic Impact of Recreational Tourism at the Snow Bowl
- **Friends of Old 7** | Economic Impact of Recreational Tourism
- **Erie Canal National Heritage Area** | Impact of Visitor Spending Associated with Cultural Tourism
- **Walkway Over the Hudson** | Economic Impact of Recreational Tourism
- **NYS Funding LLC** | Economic Impact of a Casino in the Capital Region of NYS
- **Empire State Development** | Economic impact analysis of a rail vs trail scenario for a rail corridor in the Adirondacks
- **Vermont Trails and Greenways Council** | Economic impact analysis of trails on Vermont
- **Saratoga County Agricultural Society** | Economic impact of the Saratoga County Fairgrounds

*Other Economic Impact Studies*

- **Town of Hempstead IDA** | Economic & Fiscal Impact Study on Green Acres Mall project
- **X-Cell III Realty Associates, LLC (developer)** | Economic & Fiscal Impact Study for an Office Project on Long Island
- **Horizon Wind Energy** | Economic & Fiscal Impact Study of Wind Farms
- **Lifetime Fitness** | Economic Impact Report for New Project Location in Nassau County, NY
- **REP South Service Road, LLC (developer)** | Economic Impact of Office Project on Nassau County, NY



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- **Film Industry Impact** | Economic Impact of the Film Industry on Nassau County, NY
- **Saratoga Economic Development Corporation** | Economic and Fiscal Impact of Economic Development Organization
- **Empire State Development** | Economic Impact of the Film Tax Credit on New York State (2014 and 2016)
- **Chamber of Schenectady** | Economic Impact of three military installations on Schenectady County
- **Greene County** | Economic Impact of second home owners

**Tom Dworetzky, AICP, Camoin Associates**

**Project Experience - Economic & Fiscal Impact Analysis**

- **Eastern Maine Development Corporation** | Economic impact of pulp and paper mill closures
- **Town of Hempstead IDA** | Economic and fiscal impact of mall redevelopment
- **Glens Fall Civic Center Coalition** | Economic and fiscal impact of the Glens Falls Civic Center
- **Maddalone and Associates** | Economic impact of a residential development project
- **Hempstead 209, LLC** | Economic and fiscal impact of a retail development project
- **Lyndhurst** | Economic impact of historic site tourism
- **Downtown Santa Monica, Inc.** | Economic impact of high-tech sector (in progress)
- **EFG / DRA Heritage LLC** | Impact of major mixed-use development project (in progress)
- **Empire State Development** | Economic and fiscal impact of the NY Film Tax Credit Program
- **Empire State Development** | Economic impact analysis of rail corridor
- **Nevele Investors, LLC** | Economic and fiscal impact analysis of casino in the Hudson Valley, NY
- **Saratoga Economic Development Corporation** | Economic impact of ED organization
- **Omega Institute** | Economic impact of wellness tourism
- **Town of West Seneca, NY** | Economic impact analysis of a major redevelopment project
- **Nassau County IDA** | Various economic and fiscal impact analyses
- **Nassau County IDA** | Cumulative economic impact of IDA programs
- **Glen Cove IDA** | Various economic and fiscal impact analyses

**CostQuest Associates**

**Name: James Stegeman**

**Short Bio:**

Mr. James Stegeman is the President of CostQuest Associates, Inc. As an Executive of the company, Mr. Stegeman has total responsibility for the company (P&L, staffing, strategic plan, etc.). In addition to this role, Mr. Stegeman leads the product development for the company.





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Mr. Stegeman formed CostQuest Associates, Inc. in 1999. Prior to CostQuest, Mr. Stegeman worked in a variety of positions at INDETEC International, the last of which was Executive Vice-President. He joined INDETEC in 1995. Prior to INDETEC, he spent 7 years in a variety of Financial and Regulatory management positions with Cincinnati Bell Telephone.

**Education/Training:**

BS (Mathematics and Statistics) Miami University, MS (Statistics) Miami University

**Nationality:** United States

**Languages:** English

**CostQuest Models/Projects Contributed to:**

Mr. Stegeman led the design, coding and implementation of the CostPro platform, the FCC's National Broadband Plan model (BAM) and the Connect America Fund model for High-Cost Funding (CACM). CostQuest models have been approved by federal authorities, multiple state commissions and are in use by multiple carriers with operations in over 40 states.

**Costing/Economic/Regulatory Issues involved with:**

Mr. Stegeman has been a major force behind the development of the latest generation network cost models used by wireline and wireless companies and state and government agencies in support of broadband deployment analysis (telco, cable, wireless and satellite), network valuations, and UNE (Unbundled Network Element) and USF (Universal Service Fund) proceedings.

**Sample of Clients:**

CCNZ (NZ), FCC (US), U.S. States (many), U.S. Department of Commerce, AT&T, Verizon, Comcast, T-Mobile and many others

**Current Focus Area:**

Mr. Stegeman leads design of all cost, economic and network models for CostQuest. He also leads the organization as President and Owner/Partner.



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**Name:** Mark Guttman

**Short Bio:**

Mr. Guttman, an associate of and partner in CostQuest, heads up CostQuest's Geographic Information Systems efforts, Quality Assurance, Testing, and Documentation. He also provides assistance in Customer Support, System Design and Project Management.

Prior to his work with CostQuest, Mr. Guttman was an Analyst with INDETEC International. As such, he has worked in the telecommunications industry in a variety of roles related to cost modeling. His efforts have been focused on the development or review of a number of domestic and international cost models. These include the BellSouth Telecommunications loop model (BSTLM), GTE's Integrated Cost Model and the Base Cost Proxy Model (BCPM). He was also involved in the development and testing of the Australian National Universal Service Cost Model (NUSC). In addition to development efforts, Mark also worked on the review of the United States Federal Communication Commission's Hybrid Cost Proxy Model.

**Education/Training:**

Mark holds an Undergraduate Degree from the University Of Evansville, an M.B.A from the University of Cincinnati and a Masters in Geographic Information Systems from Penn State.

**Nationality:** United States

**Languages:** English

**CostQuest Models/Projects Contributed to:**

Mr. Guttman led the geospatial design of the FCC's National Broadband Plan model (BAM) and the Connect America Fund model for High-Cost Funding (CACM) among many others. He also leads to data development efforts related to broadband mapping in several states.

**Costing/Economic/Regulatory Issues involved with:**

Mr. Guttman has led all geospatial modeling for cost models used by wireline and wireless companies and state and government agencies in support of broadband deployment analysis (telco, cable, wireless and satellite) and UNE (Unbundled Network Element) and USF (Universal Service Fund) proceedings.

**Sample of Clients:**

FCC (US), U.S. States (many), U.S. Department of Commerce, AT&T, Verizon, Comcast, T-Mobile and many others

**Current Focus Area:**

Mr. Guttman leads CostQuest operations and oversees geospatial design of all cost, economic and network models for CostQuest.





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## 4. Project Approach

### Phase 1—Analysis

#### Project Launch

Tilson will conduct a project kick-off meeting in Topeka with the stakeholder group and with JEDO staff responsible for overseeing the project. In these meetings we will review the scope and establish clear expectations for the management of the project, including the project schedule and deliverables. As part of this meeting, we will listen carefully to understand the objectives and questions of local stakeholders. We will ask questions of the participants to probe for key constraints, key local concerns, constituencies, and values that can shape the approach to any potential project. In tandem with this kick-off, we will familiarize the consulting team with the Topeka City & Shawnee County Local Community Technology Planning Pilot Project KDOC final report and supporting documentation, drawing both on information available through the City and County and CostQuest Associates, who is available as a resource to the team.

#### Economic Impact Study Validation

Tilson will bring to the engagement a seasoned economic development consulting firm, Camoin Associates, with whom Tilson has worked in other jurisdictions. Senior staff at Camoin experienced in the preparation of economic impact studies and the use of IMPLAN will conduct a peer review of the economic impact study prepared by Vision360 and note key points of concurrence or difference. Camoin will provide an opinion regarding if the findings within the KDOC final report are accurate and viable.

#### FOTP Business Case Review

Tilson proposes an approach that will build on, validate, and extend the prior work done by CostQuest Associates for the County. Tilson is familiar with the CostQuest Gigabit Cities Model (GBCM) and for this project will license its use from CostQuest. This will permit us full access to the model, allowing us to trace and validate the development of the cost estimate and business case/financial model from inputs to outputs. Tilson is the only vendor that has acquired this level of access from CostQuest to the model for Topeka and Shawnee.

The GBCM relies on network cost assumptions for areas like the areas being modeled. Tilson does engineering for fiber networks and can develop cost factors independently for the Topeka/Shawnee area. Our approach to validation will be two-fold:

1. We will validate the cost factors and review key assumptions used in the GBCM for reasonableness. Where necessary, based on our own research into we will ask CostQuest to adjust these factors.
2. We will thoroughly review the development of the financial model from the cost factors and key assumptions to validate the business case.

In addition, we will review the model's assumptions about demand and test the sensitivity of the business case outcomes to those assumptions. Based on this review, we will provide an opinion regarding the range of take rate assumptions under which the business case is positive and recommend strategies for validating that demand is likely within that range prior to committing to construct a full network.

Our approach will provide us the deep access to the GBMC that will provide us the ability to independently validate the work of CostQuest. Licensing the GBMC model for this engagement will also provide us with





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improved ability to ask CostQuest critical questions and engage in a back-and-forth dialog with them about the model outputs.

At the end of the day, our work will result in two positive outcomes for JEDO in addition to a basic model validation:

1. We will have collected cost factors specific to the Topeka/ Shawnee area, which can be used in the development a budget associated with a network design, should the County or City choose to proceed to that stage.
2. We will have an updated and validated model specific to the Topeka/Shawnee area that can be used to examine additional business model scenarios and can be used later to receive inputs from actual engineered designs, should the County decide to proceed to that stage.

#### FTTP Business Model Scenarios in Topeka and Rural Shawnee County

Using the updated and validated GBCM we will prepare customized ownership/operating business model scenarios for Topeka and areas of Shawnee County outside of Topeka:

- A retail service provider that is the owner and operator of the network
- A public-private partnership between a public network owner and a private ISP/network operator
- An open-access model with a public network providing wholesale lit transport services open to multiple retail ISPs
- A dark fiber model with a public owner of fiber optic leasing strands to one or more ISPs who light the network and provide service to retail users

We will provide JEDO the ability to assess the contribution to the business case for each scenario within neighborhoods in the City or other sub-county areas outside the City. We will run the full set of financial projections found in the GBCM.

#### Rural Wireless

In addition, Tilson will prepare a high-level wireless design for a rural fixed wireless broadband network in rural unserved parts of the County. Tilson will identify a potential network design based on an analysis of likely existing tower locations and an estimate of the number of new tower or pole locations required. (Note, this level of design does not include a site-by-site assessment of the structural suitability or commercial availability of individual structures. Instead, we will use reasonable planning assumptions intended to produce site counts for new and existing structures reasonably similar to what a fully engineered design would likely produce.) We will assume the use of unlicensed spectrum or licensed frequency bands that a new market entrant would likely be able to readily acquire. We will also assume that the rural wireless network is an extension of a fiber network in Topeka, and that fiber will be extended to tower sites as needed, or microwave backhaul will be used where feasible and economic. The design will produce a propagation map predicting coverage. We will produce a cost estimate for the network, based on the high-level design.

Using the Tilson high-level cost estimate for the County, we will develop cost inputs for a version of the GBMC tailored to wireless broadband networks. With the customized model, we will we will prepare a business case analysis of the proposed rural wireless network, including the set of full financial projections found in the GBCM.





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## Report and Recommendations

Based on the work of the consulting team to validate the economic impact study and validate and extend the business case analysis, Tilson will prepare a draft report for review by the stakeholder group. In this draft report, we will explain our validation approach, the results of the cost estimation and business model scenarios, and an opinion regarding the demand assumptions used in the model, and recommendations for methods that can be used to confirm demand. We will also address key decisions that the JEDO Board in consultation with the stakeholder group should address in framing the RFI.

We propose to provide a draft of the report to the stakeholder group, with a request for questions that the group may have about the report. We would follow this with a presentation to the group on the report in Topeka to explain key elements of the draft report, and discuss the analysis and conclusions with the group. Depending on the length of time that the group is prepared to devote to this meeting and the direction of the Broadband Task Force leadership, we are also prepared at this meeting to facilitate a discussion among the stakeholders to explore the impact and relationship of the analysis to group's objectives, concerns, and values for the project, discussed at the kick-off meeting. If desired by the Broadband Task Force leadership, we are also prepared to act as an outside facilitator to structure the group's decision-making process to arrive together at set of recommendations to the JEDO Board that are acceptable and have the consensus of the group to move to Phase 2.

We propose that we then allow stakeholders an additional defined period to provide written feedback on the draft report (perhaps 1-2 weeks, to keep forward momentum). Tilson would then revise the draft report, which would again be provided in advance of a meeting with the stakeholder group in Topeka. At this meeting, Tilson will present to the stakeholders a draft presentation intended for the JEDO Board, and take feedback from the group. Our approach will include key recommendations about why the JEDO Board would or would not adopt different RFI options, and seek feedback on these recommendations.

## Phase 2--Presentation

In this phase, we will present our report and conclusions to the JEDO Board, including an overview on the stakeholder feedback provided during Tilson's meetings with the group. We will assist the JEDO Board in making key decisions regarding whether to have an RFI, if so how to structure it and what services to target.

We propose to structure the conversation over two JEDO Board meetings which Tilson would attend. The consultant's report would be provided in advance of the first JEDO Board meeting. In the first meeting, we would focus on understanding the key findings and conclusions of the report, including understanding the different business models analyzed and answering questions, how those models engage the private sector differently, and their implications for the public-sector entity responsible for implementing them. We will summarize the feedback and recommendations from the stakeholder meetings in Phase 1.

In the second meeting, we will assist the Board to have a structured conversation regarding key choices in issuing (or not issuing) an RFI for one or more of the options, including partners for an FTTP network in Topeka, and partners for an FTTP and/or wireless network in rural townships in Shawnee County. To facilitate decision-making, we will provide a primary "straw man" option (based on our analysis and feedback from stakeholders) and the most likely alternatives. We will include a proposed timeline and schedule for executing each major alternative. We will assist the Board in weighing the options and prioritizing among them. Should the Board decide not to release an RFI, we can provide recommendations regarding alternative categories of actions which the Board may wish to investigate.





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### Phase 3--RFI Execution

The RFI stage of this project represents a critical phase for advancing and refining the City and County's approach to developing a project. Prior to an RFI, a public-sector entity planning a broadband initiative must make assumptions regarding the interest or potential response of private sector partners or independent actors. An RFI can better bring into focus a community's actual options, surface previously unknown partners, and provide public officials important answers to constituents' questions about which alternatives were considered and why.

A key piece of Tilson's value to our community clients is our ability to help them ask well-informed questions of potential providers, and objectively evaluate the results. We do this with a deep understanding of the drivers and constraints of both public and private sector entities in the broadband space. We can provide the independent expertise required for sound decision-making.

To be effective, an RFI should have a clear framework based on critical thinking about what the public entity wants to achieve, what it is able and willing to bring to a partnership (and what it is not), what it wants to do, what it would do if necessary, and what it is unwilling to do. The devil is in the details, and we know how to ask critical questions that will clarify the ask in the RFI.

Based on the present RFP for consulting services, it appears that JEDO may have interest in issuing an RFI that could serve either as a basis for selecting a private partner directly, or informing a later, more specific RFP. We have experience creating such an either/or type of request document. These types of requests, structured properly, can provide motivation for more serious responses, knowing that the opportunity for action may be only now and not later. We will help JEDO understand and discern the type of partnerships about which it may be able to make a decision in only one round vs those types of partnerships about which it may wish to seek out additional information before making a decision.

Tilson is experienced on both sides of public procurement processes (responding to them and crafting them), in addition to our understanding of the subject matter at hand. We can work collaboratively with JEDO representatives (including legal counsel) to draft RFI language customized to local requirements. We will provide a presentation in Topeka to JEDO decision-makers on the proposed language, and support JEDO as it issues the RFI, including providing recommendations on local and national companies to whom JEDO should consider sending notice of the RFI.

Questions on an RFI can be an important way to encourage the most meaningful, actionable responses. Once issued, we will support JEDO in responding to questions on the RFI in a timely and accurate manner, taking care to work only through the procedural channels established for the RFI. Once RFI responses are received we will provide a structured evaluation of the responses, including:

- respondents' qualifications,
- the ability of each respondent to deliver proposed solutions and strategies,
- feasibility of proposed sustainable public-private partnerships
- feasibility of proposed costs
- feasibility regarding proposed initial and on-going funding
- general acceptability

We will prepare our analysis in the form of a decision matrix and report detailing our opinion based on our ongoing engagement to develop and understand JEDO's goals, priorities, and constraints. We will meet with the JEDO Board, designees, and legal counsel to discuss our recommendations and support JEDO's decision-making process. We propose to structure the conversation over up two JEDO Board





meetings which Tilson would attend. Should JEDO be prepared to decide more quickly, we can collapse the agendas into a single meeting. In the first meeting, we would focus on understanding the responses relative to each other, the questions answered by the responses to the RFI, and new questions raised. A key objective of the first meeting will be fleshing out key questions that JEDO decision-makers need to deliberate on to decide.

In the second meeting, we will assist the Board in a structured deliberation of its options, including selecting a respondent as a negotiation target, issuing an RFP, or investigating alternative categories of actions which the Board may wish to investigate.

#### Phase-4 – RFP Execution

Should JEDO decide to proceed to an RFP, a key task will be helping it focus its efforts and that of potential respondents to a more specific set of options and information requests. While at an RFI stage, we could help JEDO leave the door open for a broader range of appropriate options it may want the opportunity to consider, at this stage we would assist JEDO in crafting a request for proposals that will elicit responses on the specific options that JEDO wishes to consider, and the information to which it needs to say “yes” or “no”. We would bring to this task a thoroughness and ability to listen carefully to what we have heard from JEDO, its stakeholders, as well as respondents to the RFI.

Functionally, the stages of work on the RFP are very similar to those of the RFI, especially if the RFI is itself intended to be directly actionable, as would the RFP. This includes working collaboratively with JEDO representatives (including legal counsel) to draft RFP language and a presentation in Topeka to JEDO decision-makers on the proposed language. It includes supporting JEDO through the issuance and evaluation process, including responding to questions and preparing a decision matrix and report detailing our evaluations and opinion. As in the RFI process, we will meet with the JEDO Board, designees, and legal counsel to discuss our recommendations and support JEDO’s decision-making process, once again providing decision support through up to two JEDO meetings which Tilson would attend.

#### Phase-5 – RFP/Taxing Entity Project Handoff

Transitioning from RFP to a contract and implementation project is one of the most critical stages for a community broadband project. Communities benefit from independent expertise on their side, even in negotiating with an amenable partner. Details and nuances matter, and can have important consequences. At the same time, implementation will literally create facts on the ground, and it is important to think through the length and types of commitments being made, and the community’s options if it must deal with poor performance, technological change, or unexpected financial contingencies. Tilson will protect your interests while helping you understand and respond to legitimate interests of a potential partner. It is important to set up a working partnership that has structural incentives for parties to do the right thing and does not rely only on policing of a brittle arrangement. In many cases, this work starts at the RFI/RFP stage, but it continues with great importance at this stage.

Tilson will be available as JEDO’s in-house broadband expertise to interface with awardees and to negotiate a final scope of services, project plans, project timelines and final pricing.

While we expect to work with the client’s own legal counsel to craft contract language, we will be prepared to develop a proposed term sheet of essential contract provisions to guide the legal work. We have worked with agreements between communities and private providers as well as between commercial entities, and we can act as a sounding board regarding commercial norms in these types of





agreements, to facilitate crafting of agreement that allow parties to get to “yes” in a reasonable manner and timeframe.

In our experience, contract negotiation can be one of the more unpredictable stages of a community broadband project in terms of hours spent. The length of time required is substantially outside the control of the consultant, and to a significant extent the community as well, to the extent that completion of work requires agreement by all parties. To a degree the level of uncertainty in negotiation can be mitigated by clarity in the RFP process, which Tilson would provide. Recognizing that there is nevertheless uncertainty in the negotiation process, our fixed-price proposal includes a “pool” of 44 consulting hours that can be used for this activity. Should the progress of negotiations be such that more than the pool of hours would be required, we would expect to jointly assess with JEDO the trajectory of the negotiations, the likely number of additional consulting hours to reach a successful conclusion, and the level of benefits JEDO could reasonably hope to achieve from continued negotiation support; based on the joint assessment, JEDO could decide whether it wanted to extend the engagement through a contract modification.

Tilson also understands the importance of good project hand-offs. We are prepared to facilitate a kick-off meeting in Topeka between the successful RFP respondent and the assigned principal project manager of each taxing entity managing projects. (This task is more predictable, and therefore would not come out of the 44-hour pool.)

#### Phases 3-5--Grant Research and Application

JEDO has requested consulting assistance in evaluating and/or applying for grant opportunities in each of Phases 3 through 5. Tilson is familiar with a range of federal and state funding opportunities, and can provide consulting advice on the applicability of funding sources. Practically speaking, we expect that the nature of grant funding opportunities available for a project will depend greatly on its specifics, most of which will be determined through the assessment of business model options, consultation with stakeholders, deliberation by JEDO, and responses to the RFI or RFPs. In our experience, it is prudent for our clients to investigate opportunities to offset project costs with grant funds but not to build a case for a project around a grant opportunity unless the scope of the project is narrow and tailored to a particular grant category, or unless the project would only be undertaken if grant funding is available. We can help you determine if either of these conditions are true for Topeka or Shawnee County.

In the RFI, RFP, and contract negotiation process, we can advise JEDO generally on strategies for structuring a project so as not to unnecessarily foreclose grant opportunities. This is especially important when it comes to some of the most significant federal funding opportunities available through the Federal Communications Commission’s Universal Service programs. Because the extent of the grant funding opportunities will become clearer only once the consulting project is underway, we propose to establish in our fixed price proposal a pool of 44 consulting hours to get started on research and investigation of grant opportunities that are likely the most promising for the types of projects being considered. We are happy to provide additional assistance beyond this level if JEDO decides to extend the engagement for that purpose. We believe that, since pursuing grant funding requires resources but has some uncertainty of return, we should as a primary objective of the base research on grant opportunities help JEDO assess the cost of additional work to pursue these opportunities vs. the size of the funding opportunity and the likelihood of success. We can do this by evaluating factors such as the total size of funding available, who is eligible to apply or receive funding, the competitiveness of prior rounds, and the degree of match for the area against eligibility or evaluation criteria. This will provide JEDO with the ability to make more informed judgements about how aggressive it wants to be in pursuing grant funding.



### Optional Service—Fiber Network High Level Design

The Gigabit Cities Model will create a representation of a fiber network in Topeka and Shawnee County, and Tilson will validate cost factor and the method that the GBCM uses to develop the business case scenarios. However, should the City and County decide to proceed to the development of a fiber network—the representation of a network in the GBCM cannot be directly constructed. While it would be overkill for JEDO at this point to commission a full-fledged detailed fiber design, a middle ground is available that Tilson can offer as an additional option. Tilson’s engineers can create an independently-developed high-level fiber network design for the City and County. This design would be GIS-based, and would be transferrable to the platforms that Tilson uses when performing a detailed, biddable, constructible fiber design. The advantages of this are several:

- Should the City and the County decide to proceed to a detailed fiber design, that exercise will be able to directly use the work produced by the high-level design, and will therefore be further along in the process.
- The independently-developed high-level design will provide additional validation to the GBCM, as it will allow us to check the model’s calculation of factors such as miles of fiber, cable sizing, and other factors that are generated when an engineer lays out a network. Should the exercise produce different results than the model, we can investigate why and if necessary make additional adjustments
- A high-level network design can provide the opportunity to lay out more specific options for how to divide responsibilities with a partner in an RFI or RFP process.

In order to create a greater range of budget options for JEDO, we have not included this service in the base scope and price, but are providing a price for this option in the pricing proposal, if done at the time of the business case validation.





## 5. Project Plan & Timeline

The following table presents a proposed timeline for the project.

	2017								2018								
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Phase 1--</b>																	
<b>Analysis</b>																	
Project Launch / Kick Off	█																
Economic impact study validation		█															
Business case validation		█	█														
Prepare draft report and presentation			█														
Stakeholder meetings on recommendations				█													
Prepare revised report and presentation				█													
Stakeholder meetings on revised recommendations				█													
<b>Phase 2--Presentation</b>																	
Revised report and presentation				█													
Presentation to JEDO Board					█												
RFI decision support					█	█											
<b>Phase 3--RFI Execution</b>																	
Draft RFI						█											
Present draft RFI							█										
Revise and issue RFI								█									
Coordinate RFI process									█								
Create RFI decision matrix										█							
Prepare report and presentation to JEDO											█						
JEDO Board meetings												█					
<b>Phase 4 – RFP Execution</b>																	
Draft RFPs																	
Present draft RFPs																	
Revise and issue RFPs																	
Coordinate RFP process																	
Evaluate responses and create decision matrix																	
Prepare report and presentation to JEDO																	
JEDO Board meetings																	
<b>Phase 5 – RFP/Taxing Entity Project Handoff</b>																	
Vendor negotiation																	
Implementation kick-off																	





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Assuming a mid-to-late May project kick-off, Tilson can complete Phase 1 of the project by the end of the summer of 2017. Should JEDO choose the option for a fiber high-level design instead of a cost factor validation of the GBCM, we can accomplish this substation with little to no elongation of the schedule (0-2 weeks, depending on the scheduling of engineering resources).

The remainder of the schedule is driven primarily by JEDO Board meeting schedules and the need to provide RFI and RFP respondents enough time to deliver thoughtful, high-quality responses. We have assumed that the JEDO Board will not meet more frequently than once a month. We are, however, happy to work with JEDO to accelerate the schedule if fewer meetings or meetings in closer succession are possible.



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## 6. Conclusion

JEDO is ready to take the prior work performed in Topeka on improving broadband service and create options for moving to the next steps. Tilson and its team brings familiarity with the tools used to produce the prior study and is bringing to the project deep access to the Gigabit Cities Model. We will bring our experience acting as an independent, market-savvy advisor to states and communities on broadband to this engagement, as well as our experience working on a range of fiber and wireless broadband networks, as a reviewer, designer, or implementation manager. By issuing this RFP, JEDO has taken an important step to give its broadband aspirations momentum. We at Tilson look forward to joining you on that journey.

# EXHIBIT C

## Response to Request for Proposals for Broadband Consulting Services

Topeka and Shawnee County Joint Economic Development Organization  
Pricing Proposal



Tilson Technology Management

5347 S. Valentia Way

Greenwood Village, CO 80111

Phone: 207-591-6427

Fax: 207-772-3427

Primary Contact: Christopher Campbell

Federal ID No.: 01-0509537

Offer is firm and not revocable for a period of ninety (90) days.



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This document accompanies Tilson’s Technical Proposal to the Joint Economic Development Organization’s (JEDO) Request for Proposals for Broadband Consulting Services. For this scope of work, we are proposing a milestone-based fixed fee for the tasks described in the RFP. In a limited number of instances where the amount of time required for a task cannot be well-defined in advance, we are proposing a defined “pool” of consulting hours available to the task. We would invoice JEDO monthly for milestones achieved within the month over the life of the project. For the milestone-based fees outlined below Tilson’s expenses, including travel and the subcontracted services of Camoin Associates and CostQuest Associates are included in the price.

We are not proposing to bill at an hourly rate for services within the defined scope. However, Tilson is available to provide additional services if requested and agreed to. For that reason, we are also providing hourly rates (which are exclusive of expenses) for consulting and engineering services.

	<b>Milestones</b>	<b>Milestone Fee</b>
<b>Phase 1</b>	Kick-off meeting / project management initiation	\$ 5,990
	Economic impact study validation	\$ 12,750
	Fiber network business case validation and new business model scenarios	\$ 40,775
	Rural wireless high level design and business case scenario	\$ 28,000
	Draft and revised report, stakeholder meetings	\$ 21,500
	<i>Subtotal</i>	\$ 109,015
<b>Phase 2</b>	First JEDO Board meeting	\$ 5,300
	Second JEDO Board meeting	\$ 5,300
	<i>Subtotal</i>	\$ 10,600
<b>Phase 3</b>	Draft RFI presentation to JEDO	\$ 10,650
	Final RFI delivery and coordination	\$ 3,300
	RFI review and recommendations report	\$ 8,100
	First JEDO Board decision response meeting	\$ 5,300
	Second JEDO Board decision response meeting	\$ 5,300
	<i>Subtotal</i>	\$ 32,650
<b>Phase 4</b>	Draft RFP presentation to JEDO	\$ 10,650
	Final RFP delivery and coordination	\$ 3,300
	RFP review and recommendations report	\$ 8,100
	First JEDO Board decision response meeting	\$ 5,300
	Second JEDO Board decision response meeting	\$ 5,300
	<i>Subtotal</i>	\$ 32,650
<b>Phase 5</b>	Vendor liaison/ negotiation support (44 Hour pool)	\$ 6,900
	Implementation Kick-off meetings	\$ 6,500
	<i>Subtotal</i>	\$ 13,400
<b>Other</b>	Grant Research / Application Support (44 hour pool)	\$ 6,900
<b>Total Phases 1-5</b>		<b>\$ 205,215</b>
<b>Optional</b>	High-level fiber design and cost estimate	\$ 28,000





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Additional scope hourly rates:

- Consulting Director: \$225/hr.
- Senior Consultant: \$150/hr.
- Engineer: \$150/hr.
- Project Manager: \$150/hr.
- Field Technician: \$95/hr.



## ***Agenda Item No. 7***

**JEDO Board Meeting  
July 26, 2017 - 6:00 P.M.**

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49<sup>th</sup> Street Project Update  
*(No Attachments)*